



# WORK PLACEMENT AGREEMENT

**COURSE NAME:**

**SUBJECT CODE:**

**STUDENT NAME:**

**STUDENT ID:**

**SERVICE NAME:**

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## THIS AGREEMENT

**BETWEEN** Southern Cross Education Institute (Higher Education) Pty Ltd (ACN: 605 294 997) ("**SCEI-HE**")

**AND**

Work placement provider named in Schedule 1 ("**Host**")

**AND**

The student named in Schedule 1 ("**Student**")

## RECITALS

- A. SCEI-HE is a higher education provider which delivers qualifications in the Course to the Student.
- B. The parties are entering into this Agreement to allow Student enrolled in the Course to undertake Placement at the Host for mutual benefit.
- C. The parties have agreed the Placement will be subject to the terms and conditions set out in this agreement.

## OPERATIVE PART

### 1. Definitions and interpretation

This agreement is governed by the law of Victoria, and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

- (g) References to a party are intended to bind their heirs, executors, administrators, successors and assigns; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

The following definitions apply to this agreement:

**“Commencement Date”** of this Agreement means the date on which this Agreement has been signed by both parties.

**“Confidential Information”** means all information in whatever form be it oral in writing or electronic concerning SCEI-HE or any related entity likely to damage the business of the SCEI-HE or related entity if disclosed to a third party but does not include information which is in the public domain or was known to the third party;

**“Course(s)”** means the course(s) identified in Schedule 1

**“Host”** means the entity identified as the work placement provider in Schedule 1

**“Intellectual property”** means all forms of intellectual property rights throughout the world – letters patent, trade marks, designs, copyrights, inventions, drawings, computer programs, confidential information, trade secrets, know-how and rights of a similar nature existing anywhere in the world, whether registered or unregistered

**“Month”** means calendar month

**“Parties”** means the parties to this agreement as set out in Schedule 1

**“Placement”** means the work placement of the Student with the Host pursuant to this agreement

**“SCEI-HE”** means Southern Cross Education Institute (Higher Education) Pty Ltd (ACN: 605 294 997)

**“Special Conditions”** means the special conditions set out in Schedule 5

**“Student”** means the student named in Schedule 1

## 2. Obligations of SCEI-HE

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SCEI-HE agrees that it shall perform all the responsibilities set out in Schedule 2.

## 3. Obligations of the Host

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The Host agrees that it shall perform all the responsibilities set out in Schedule 3.

## 4. Obligations of the Student

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The Student agrees that it shall perform all the responsibilities set out in Schedule 4.

## 5. Term of Agreement

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The Term of this Agreement will commence on the Commencement Date and will end upon termination in accordance with this agreement or on such other date as agreed in

## 6. Statutory obligations, insurances and registrations

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- (a) Both parties will comply with their statutory obligations, including but not limited to compliance with:
  - (i) Any applicable industrial awards and agreements;
  - (ii) Minimum terms and conditions of employment including those in respect of long service leave, annual leave, parental leave and sick leave;
  - (iii) Applicable industrial relations and anti-discrimination legislation; and
  - (iv) Occupational health and safety and workers compensation legislation.
- (b) For the avoidance of doubt, the Student is not an employee, the Placement is voluntary and the provisions of 6(a) do not apply to the Student.
- (c) Prior to the date of this agreement both parties must obtain, and thereafter must maintain during the period of this agreement, current policies of insurance, in respect of the services, against:
  - (i) All third party risks in relation to persons and property including public liability insurance;
  - (ii) Workers compensation claims; and
  - (iii) Negligence by the each party or their employees.
- (d) Both parties acknowledge they are solely responsible for all remuneration, expenses, taxes, leave entitlements, superannuation, workers compensation and other insurances in respect of them or their employees.

## 7. Confidential Information

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The Host shall not at any time or for any reason, whether during the term of this agreement or after its termination, divulge any Confidential Information to any third party and they hereby indemnify SCEI-HE and any related entity against any loss or damage they may suffer as a result of the breach of confidentiality.

## 8. Intellectual Property

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- (a) The Host and Student acknowledge that the Intellectual Property created by SCEI-HE, the Student, servants or agents in the course of the work placement hereunder are the absolute property of SCEI-HE and that the Host shall do all things and sign all documents that may be necessary to vest such Intellectual Property in SCEI-HE.
- (b) The Host and Student irrevocably appoints SCEI-HE to be their attorney to do all things and sign all documents that may be necessary to vest such intellectual property in SCEI-HE.

## 9. Indemnity

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- (a) The Host unconditionally and irrevocably indemnifies SCEI-HE against any and all damages and losses to persons or property, and all costs and expenses which are incurred by or claimed from SCEI-HE in relation to this agreement which must be paid to SCEI-HE immediately on demand.

- (b) This indemnity continues until the activity creating the risk of loss comes to an end.
- (c) The Host's obligation is a primary obligation and SCEI-HE is not obliged to proceed against any other person before making a demand for payment hereunder.

## 10. Variation to this agreement

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This agreement may be varied by Special Condition and in the event of any inconsistency between the provisions of the agreement and Special Conditions, the Special Conditions will prevail to the extent of any inconsistency.

## 11. Termination by notice

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Either party may terminate this agreement by one month written notice to the other, however, any Students on placement with the Host at the time of the notice shall be allowed to continue and complete their placement with the Host.

## 12. Termination without notice

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- (a) Either party may immediately terminate this agreement if the other party:
  - (i) Commits any serious or persistent breach of this agreement which is incapable of rectification; or
  - (ii) Fails to remedy a breach of any provision of this agreement within one week of receiving a notice from the other party identifying the breach and requiring the breach to be remedied; or
  - (iii) Becomes bankrupt or goes into liquidation or makes any assignment arrangement or composition with creditors on the happening of the event; or
  - (iv) Is subject to a finding of guilt for a criminal or civil offence, other than an offence which does not affect the other party's ability to perform their duties; or
  - (v) Ceases business.

## 13. Delivery up on termination

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Upon termination of this agreement, the Host must:

- (a) Immediately deliver to SCEI-HE any hardware, software, plant or equipment owned by SCEI-HE in the possession of the Host together with all documents, plans, lists, inventions, and intellectual property arising out of the Placement; and
- (b) Disclaim any association with SCEI-HE.

## 14. Dispute resolution

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### (a) General

If a dispute arises out of or relates to this agreement, including any dispute as to breach or termination of the agreement or as to any claim in tort, in equity or pursuant to any statute, neither party may commence any court or arbitration

proceedings relating to the dispute unless they have complied with this clause except where they seek urgent interlocutory relief.

**(b) Notice specifying the nature of the dispute**

- (i) The party to this agreement claiming that a dispute has arisen under or in relation to this agreement must give written notice to the other party to this agreement specifying the nature of the dispute.
- (ii) On receipt of the notice referred to in this clause by that party, both parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation, determination or similar techniques agreed by them.

**(c) Mediation**

- (i) If the parties do not agree within 7 days of receipt of the notice, or such further period as agreed in writing by them, as to:
  - (1) The dispute resolution technique and procedures to be adopted;
  - (2) The timetable for all steps in those procedures; and
  - (3) The selection and compensation of the independent person required for such technique,
- (ii) then they must mediate the dispute in accordance with the mediation rules of the recognised professional association for solicitors in the State of Victoria.
- (iii) The president of this professional association or the president's nominee will select the mediator and determine the mediator's remuneration.

**(d) Proceedings**

If the mediation referred to above is not completed within four weeks of reference to a mediator then either party may commence any court or arbitration proceedings relating to the dispute as they see fit.

**(e) Associated costs**

The costs of the mediation will be borne equally by the parties.

## 15. Relationship of the parties

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The parties acknowledge that this agreement is intended as an agreement for work placement of the Student and does not create any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership. For clarity, at no time during the Work Placement will the Student be or deemed to be an employee of the Host.

## 16. Entire agreement

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This agreement supersedes all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.

## SCHEDULE 1 – PARTIES

<b>Higher Education Provider</b>	Southern Cross Education Institute (Higher Education) Pty Ltd (ACN: 605 294 997)
<b>Contact details for Higher Education Provider</b>	Primary Contact Name: Ethan Yang or Elena LU Phone: 03 9602 4110 Address: 530 Victoria Street, North Melbourne, 3051 Email Address: gdece.placements@scei-he.edu.au
<b>Work placement provider (Host)</b>	
<b>Contact details for Host</b>	Primary Contact Name: Phone: Address: Email Address:
<b>Course</b>	
<b>Student:</b>  <b>Student ID:</b>	
<b>Contact details for Student</b>	Phone: Address: Email Address:



## SCHEDULE 2 – RESPONSIBILITIES OF SCEI-HE

SCEI-HE RESPONSIBILITIES
<b>BEFORE THE PLACEMENT</b>
<ol style="list-style-type: none"> <li>1. Provide equal opportunity to all students in accessing placements and provide for reasonable adjustment where necessary. If the Student is under 18 years of age, make sure that parent or guardian approval is obtained to enter into a work placement agreement.</li> <li>2. Make contact with the Host and negotiate<sup>3</sup> the work placement program, including the student selection process and the type of activities the Student will undertake.</li> <li>3. Discuss Student safety with the Host and ensure that the Student is not placed in a work situation where there are:             <ol style="list-style-type: none"> <li>a. General unacceptable workplace risks or working conditions.</li> <li>b. Identified OH&amp;S risks or issues</li> <li>c. Specific unacceptable risks or hazards due to the Student's age, maturity, ability, disability or medical condition.</li> </ol> </li> <li>4. Advise the Host in writing of any relevant medical or other factors that may affect the Student's health and safety or the health and safety of others while on placement.</li> <li>5. Ensure that both the Host and Student (and if applicable, parent/guardian) have a copy of, and fully understand, the work placement support materials.</li> <li>6. Ensure that the Student signs a work placement agreement prior to, or as soon as practicably after, commencing the Placement.</li> <li>7. Ensure the Student has fulfilled any industry specific requirements, for example police check, working with children check as may be required by the Host.</li> <li>8. Assist the Student to prepare for the placement, ensuring a full understanding of the Placement requirements is understood.</li> <li>9. Provide the Host and Student with the contact details of a suitable contact person at SCEI-HE.</li> <li>10. Provide all required documentation to Students and Host to support the work placement.</li> </ol>
<b>DURING THE PLACEMENT</b>
<ol style="list-style-type: none"> <li>1. Make regular contact with the Host and Student during the Placement to monitor progress and provide support as required. This may include developing the Host's capacity to coach and train the Student.</li> <li>2. Visit the Host to monitor the Student's progress and assess working conditions.</li> <li>3. If SCEI-HE's contact person is made aware of any accident or incident, they are required to ensure that the student and employer complete an incident form for the accident or incident that occurs within the workplace during the Work Placement.</li> <li>4. Terminate the program immediately if there is any concern that the Student's physical or emotional health and safety is placed at risk.</li> </ol>

5. Allocate a service coordinator that will:

- Allocate an appropriate supervising educator to the pre-service teacher.
- Discuss placement detail and required reports with the supervising educator.
- Communicate practical policies such as work hours, phone use and parking to the pre-service teacher.
- Inform the pre-service teacher of any staff or parent meetings they are expected to attend.

### AFTER THE PLACEMENT

1. Provide the Host with an evaluation form or other method of giving feedback on the work placement program and send a letter or call the Host to thank them for hosting the student.
2. Keep an accurate record of the work placements and make sure that this is kept in Student file as evidence.
3. Allocate a service coordinator that will:
  - Welcome and induct the pre-service teacher into the service. This may include the service mission, statutory obligations, timetables, daily operations, management structure and meeting schedules.
  - Make available resources, policies and routines to the pre-service teacher.
  - Collect the Confidential Emergency Contact form (Appendix 1) from the pre-service teacher.
  - Ensure that the pre-service teacher is informed of Work Safety Regulations, especially emergency procedures.
  - Facilitate any conflict resolution between the supervising educator and pre-service teacher.
  - Ensure that supervising educators are aware that pre-service teachers are not left in sole charge of a room and are not utilised as a rostered staff member.
  - Ensure responsibility for a class or group of children being taught by a pre-service teacher rests with the supervising educator. (Pre-service teachers must not present themselves as fully qualified teachers).
  - Notify the SCEI-HE Placement Coordinator of any concerns about a pre-service teacher's progress.

## SCHEDULE 3 – RESPONSIBILITIES OF HOST

BEFORE THE PLACEMENT
<ol style="list-style-type: none"> <li>1. In consultation with SCEI-HE's contact person, participate in an appropriate process for selecting students for Placement.</li> <li>2. Plan for the Student's time during the Placement, including discussing the learning needs of the student with the SCEI-HE contact person.</li> <li>3. Notify SCEI-HE's contact person of any significant risks, restrictions or legislative requirements imposed during the Placement so that SCEI-HE is able to determine the appropriateness of the Host for Placement.</li> <li>4. Complete and return to SCEI-HE a signed Work Placement Agreement for each student that will be conducting Placement within the Host.</li> <li>5. Allocate Students an appropriate supervising mentors.</li> <li>6. Meet with Students at the beginning of the Placement and provide them with information relating to the Host procedures, programs and administration.</li> <li>7. Provide Students with information about what materials and resources are available.</li> <li>8. Receive and distribute SCEI-HE material to supervising mentors</li> <li>9. Meet each Students and provide relevant feedback.</li> <li>10. Ensure required documentation is completed, discussed with teacher candidates/students if relevant, and provided to SCEI-HE at the conclusion of the placement and a copy is retained for archival purposes.</li> <li>11. Ensure that arrangements are made for the Students to make up any days they are absent</li> <li>12. Contact SCEI-HE if a Student fails to attend or is experiencing difficulties.</li> <li>13. Appoint a Supervising Educator who will:             <ul style="list-style-type: none"> <li>• Identify tasks for their pre-service teacher that will provide a range of relevant experiences</li> <li>• Gather resources of benefit to the pre-service teacher</li> </ul> </li> </ol>
DURING THE PLACEMENT
<ol style="list-style-type: none"> <li>1. Appoint a Supervising Educator who will at the beginning of the Placement:             <ol style="list-style-type: none"> <li>a. Introduce the pre-service teacher to room educators and other service staff.</li> <li>b. Discuss the planning, development and evaluation of learning experiences with the pre-service teacher.</li> <li>c. Direct, support and encourage students in undertaking placement activities.</li> <li>d. Ensure the student is not utilised as a rostered staff member (included in staff ratios).</li> <li>e. Notify the SCEI-HE Professional Placement Coordinator in a timely manner if the student is not complying with the service policies or regulations, not completing assessment tasks and/or not making satisfactory progress.</li> <li>f. Sign attendance record of the student</li> <li>g. Meet with the SCEI-HE Professional Placement Coordinator to discuss the student's progress.</li> </ol> </li> </ol>

- h. Maintain a written record of their supervision and review the students' progress at least once per week and at the end of the placement.
2. Ensure that the Student receives an appropriate induction, including tour of premises, introduction to colleagues, identification and explanation of all OH&S requirements, confirmation of hours, duties, and reporting procedures.
3. Provide supervised training and relevant learning experiences as discussed with SCEI-HE's placement officer and contained in the student's learning plan.
4. Provide a safe working environment where the Student is:
  - a. Adequately supervised by the Host and their staff;
  - b. Fully informed of the risks associated with the work environment;
  - c. Provided with protective clothing and safety equipment as needed;
  - d. Safeguarded from injury or risks to health as employees are under relevant Occupational Health and Safety legislation.
5. Ensure that Students can contact their parent/guardian or SCEI-HE representative if necessary.
6. Ensure that only Student attendance and duties completed on work placement are signed by the Host.
7. Ensure that Students participating in work placements are not subjected to any form of sexual harassment, victimization or discrimination, in accordance with equal opportunity and anti-discrimination acts and other similar legislation, and at common law.
8. Report all incidents/accidents immediately to SCEI-HE contact person. Complete an incident report for each incident/accident on the form provided by SCEI-HE.
9. Verify all hours the Student completes as part of the Work Placement via a student's Work Placement Log.
10. Assist with induction to relevant learning contexts.
11. Meet with the Students on a regular basis to discuss progress and ongoing needs.
12. Facilitate professional learning opportunities and avenues of support including appropriate experiences in other rooms, meetings, supervised duties and extra-curricular activities.
13. Prompt the Students to demonstrate professional organisation and evidence of meeting the Australian Professional Teaching Standards for Graduate teachers and/or other requirements, frameworks and standards.
14. Liaise with the assigned SCEI-HE placement officer/staff as required.
15. Complete a reviews and provide the Students with appropriate feedback as required.
16. Debrief observations and learning experiences to the Student's professional understanding.
17. Complete and return the relevant documentation/reports and provide the Student a copy.

#### **AFTER THE PLACEMENT**

1. Complete an evaluation of the work placement program to provide SCEI-HE with feedback on the Work Placement program and the Student's outcomes.

## SCHEDULE 4 – RESPONSIBILITIES OF STUDENT

<b>STUDENT RESPONSIBILITIES</b>
<b>BEFORE THE PLACEMENT</b>
<ol style="list-style-type: none"> <li>1. Ensure completed and signed the Student Placement Declaration, Confidentiality Undertaking and uploaded it to the Moodle.</li> <li>2. Ensure to obtain a valid Working with Children Check, valid First Aid (with unit code HLTAID012), valid CPR, valid National Police Check, valid Mandatory Child Protection, Covid Infection Control and uploaded all copies to the Moodle.</li> <li>3. Advise the Professional Practice Coordinator of any changes to the residential address and enrolment information.</li> <li>4. Advise the Professional Practice Coordinator of any potential conflict of interest. Students are expected to not undertake professional experience at a setting they work or have worked in. Or that employs close family members / people with whom they have a closer relationship, or where their children or siblings attend.</li> <li>5. Organise their work hours, travel, parking and meal arrangements prior to placement.</li> <li>6. Confirm with the Early Childhood provider of the placement hours upon visit. It is expected that the student will be at the floor for 7.5 hours per day.</li> <li>7. Where possible, arrange a time with the Early Childhood provider to visit the service and also to meet with the Nominated Supervisor.</li> </ol>
<b>DURING THE PLACEMENT</b>
<ol style="list-style-type: none"> <li>1. Be aware that the use of the student's own vehicle for transporting clients or for other work purposes is not permitted or covered under the placement agreement or SCEI-HE's insurance policy.</li> <li>2. Read and follow service policies and procedures.</li> <li>3. Demonstrate professional behaviours as outlined in relevant state and national frameworks, the AITSL Professional Standards for Graduate Teachers and the ECA Code of Ethics.</li> <li>4. Dress appropriately, be well groomed and clean / hygienic.</li> <li>5. Be punctual (arriving 10 minutes before start time each day) and do not leave early.</li> <li>6. Actively participate in the professional placement learning process (be coachable).</li> <li>7. Take direction from the Supervising Educator.</li> <li>8. Complete all the activities outlined in the Subject Study Guide Assessment detail.</li> <li>9. Be aware of and adhere to confidentiality. Breaches of confidentiality are regarded as serious violations of professional ethics and will be taken seriously.</li> <li>10. Complete the placement evaluation with the Supervising Educator and the SCEI-HE Professional Placement Coordinator.</li> </ol>

11. Notify SCEI-HE of any accidents/incidents or issues associated with their professional practice placement.
12. Inform the SCEI-HE Professional Placement Coordinator and the Service Coordinator of any intended absences from the placement. Any days missed must be rescheduled. For any missed/absent days the Student must provide the Host and SCEI-HE with a medical certificate or a valid reason for their absence. The Student should inform SCEI-HE and the Host of their absence at least two hours before the start of their placement time.
13. Discuss their performance with the supervising educator and actively seek feedback. Document the feedback and to identify strategies and actions for improvement.
14. Meet with the Supervising Educator at least once a week.
15. Be conscious that lunch time will not be counted towards placement hours.

### AFTER THE PLACEMENT

1. Make arrangements to complete any missed days due to public holidays, illness, or any other reason.
2. Review observations and placement experiences prior to submitting their e-Portfolio for assessment.
3. Obtain a copy of their End of Professional Placement Report from their Supervising Educator. Sign the report and provide a copy to the SCEI-HE Professional Practice Coordinator
4. Return any educational resources borrowed from the early childhood service.

## SCHEDULE 5 – SPECIAL CONDITIONS

**Execution page**

**SIGNED AS AN AGREEMENT**

<p><b>EXECUTED BY SOUTHERN CROSSEDUCATION INSTITUTE (HIGHER EDUCATION) PTY LTD</b> by persons authorised to sign on its behalf:</p>	) ) )
Signature of authorised person	Signature of authorised person
Print name	Print name
Position Date:	Position
Date:	

<p><b>EXECUTED BY THE HOST NAMED IN SCHEDULE 1</b> by persons authorised to sign on its behalf</p>	) ) )
Signature of authorised person	Signature of authorised person
Print name	Print name
Position	Position
Date:	



**EXECUTED BY THE STUDENT NAMED )  
IN SCHEDULE 1 )**

)

Signature of Student

Date:

## Student Placement Declaration

### Student Placement Declaration

I have been advised of the professional practice placement requirements and SCEI-HE staff has clearly explained to me the following:

- will be required to attend scheduled placement as per the allocation. Full attendance is mandatory.
- SCEI-HE will endeavour to arrange placement for students with consideration for student's specific requests and mode of transport, however this is not always possible. Should a student refuse the placement or leave the placement prior to completion (without extenuating circumstances), SCEI-HE will not be responsible for sourcing alternative placement.
- Any travel, accommodation and associated costs with placement activity are the responsibility of the student.
- Take all professional practice placement documents to placement and be responsible for:
  - filling in all relevant sections including signing and dating and presenting my placement documents daily to the mentor teacher for assessing, documenting my attendance and overall placement assessment.
  - Report any absence to the SCEI-HE placement coordinator and to the supervising educator immediately.

By completing the following you are declaring your agreement and understanding of specific obligations and requirements in the program listed in this document.

I \_\_\_\_\_ hereby declare that I have been made fully aware of specific obligations and requirements of the community services work placement. I acknowledge that I have read and fully understand my responsibilities in preparation for work placement. I accept the conditions as outlined above.

Date:

Student signature:

## Pre-placement Document Check list

National policy check (only valid for 12 months)

Working with children check ( volunteer and employee card are valid for 5 years)

Mandatory Child Protection Assignment (only valid for 12 months)

COVID -19 Infection Control Certificate of Completion Assignment  
(Only valid for 12 months)

First Aid Certificate (with HLTAID012 Provide first aid in an education  
and care setting - first aid is valid for 3 years and will include CPR, but  
CPR is only valid for 12 months)

Cardiopulmonary resuscitation (CPR) (only valid for 12 months)

Student / Host Provider / SCEI-HE - Work Placement Agreement

Failure to send copies of listed files to the Placement Team will mean you are unable to commence the placement and complete this course.

Student Name:

Student ID:

Subject Code and Name:

Student signature:

Date:

### Confidentiality Undertaking

(student full name) agree to protect confidential information which may be disclosed to me in relation to the Professional Practice Placement and agree to the following conditions.

1. I understand that during my professional practice placement at (service name), I may have access to confidential and private information for the purpose of carrying out my duties.
2. I accept the importance of confidentiality in the workplace and undertake to regard any information obtained from confidential documents, or orally, as strictly confidential. I will not discuss such information with, or mention to, anyone else except on an official work basis.
3. I understand that maintaining confidentiality is an essential part of my placement and that a breach of that condition may, if sufficiently serious, entitle
4. (service name) to suspend my placement immediately and/or initiate formal action.

<b>Student name</b>	<b>Signature</b>		
<b>Date:</b>			
<b>In the presence of:</b>			
<b>Course Coordinator</b>		<b>Signature</b>	
<b>Date:</b>			