

**PROFESSIONAL EXPERIENCE PLACEMENT
IN A WORKPLACE AGREEMENT**

Part A: PARTIES	
The University	Southern Cross University, a body corporate incorporated under the <i>Southern Cross University Act 1993</i>
ABN	41 995 651 524
Address	Military Road, East Lismore, NSW 2480
Contact Person	Sandra Kenny
Telephone	02 6620 3295
Facsimile	02 6622 1833
Email	educationplacements@scu.edu.au
Placement Site Name	
ACN/ABN	
Address	
Contact Person	
Telephone	
Facsimile	
Email	

Professional Experience Placement Agreement (Faculty of Education)

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE ACCEPTED AND AGREED TO BY THE PARTIES UPON SIGNATURE OF THE UNIVERSITY'S AUTHORISED REPRESENTATIVE AND THE STUDENT TEACHER.

EXECUTED as an Agreement:

Part B: AGREEMENT DETAILS	
AGREEMENT TERMS	
Item 1: Commencement Date	
Item 2: Completion Date	
Item 3: Courses that may be included:	<ul style="list-style-type: none">• 1207286: Master of Teaching (Early Childhood)• 1107425: Graduate Diploma of Education (Early Childhood)• 1008500: Graduate Certificate of Education (Early Childhood)• 3007003: Bachelor of Early Childhood Education• 3007002: Bachelor of Education (Early Childhood/Primary)
Item 4: Mentor Teacher	A university qualified Early Childhood educator must take on the role of Mentor Teacher for the placement <u>or</u> at least oversee the placement and write the final report for the student teacher.
Item 5: Approvals	Student teacher has obtained Working with Children Check/Clearance, or equivalent for relevant state of territory.
Signed for and on behalf of the Placement site by its duly Authorised Representative:	
Signature	
Name:	
Position:	
Date:	

Professional Experience Placement Agreement (Faculty of Education)

IT IS AGREED AS FOLLOWS

RECITALS

- A. The University and the Placement Site wish to enter into a collaborative arrangement for the purposes of non-paid Student teachers undertaking Professional Experience Activities with the Placement Site during the Term.
- B. Unpaid Professional Experience Activities provide an important opportunity for Student teachers to undertake the Learning Objectives of their Courses within a workplace setting.
- C. This Agreement provides the agreed terms and conditions for Professional Experience Activities with the Placement Site.

1. Responsibilities of the University

1.1 The University will be responsible for:

- (a) developing the Learning Objectives for Professional Experience Activities;
- (b) providing Professional Experience University Advisers who will advise and provide guidance to Mentor Teachers about the Learning Objectives of the relevant Course;
- (c) the selection of Student teachers to participate in Professional Experience Activities;
- (d) investigating complaints arising from the behaviour of Student teachers or University Staff occurring during a Professional Experience Activity;
- (e) advising if a Student teacher requires any accommodations in relation to a disclosed disability to participate in a Professional Experience Activity;
- (f) notifying Student teachers to obtain and provide to the Placement Site any Approvals the Placement Site specifically requires prior to Student teachers commencing a Professional Experience Activity;
- (g) ensuring that Student teachers are made aware of the University's requirements and expectations of their behaviour and responsibilities whilst participating in a Professional Experience Activity; and
- (h) providing administrative coordination to facilitate Professional Experience Activities through nominating a Contact Person who will liaise with the Placement Site's Contact Person as required.

2 Placement Site

2.1 The Placement Site will at all times be responsible for:

- (a) the health, care and safety of the Placement Site's students during any activities that a Student teacher participates in during a Professional Experience Activity;

Professional Experience Placement Agreement (Faculty of Education)

- (b) maintaining a record of the nature of Student teachers' involvement in the delivery of education at the Placement Site in the form of completion of the interim and final professional experience reports;
- (c) providing Student teacher Mentor Teachers that have the necessary expertise, experience, ability and status to effectively supervise and evaluate Student teachers in accordance with the Learning Objectives;
- (d) ensuring that the Placement Site keeps the Professional Experience Co-ordinators up to date with the names and contact details of its Student teacher Supervisors;
- (e) where requested by the University, maintaining Student teacher attendance records;
- (f) ensuring that the Placement Site's premises and any equipment used by Student teachers during a Professional Experience Activity comply with all applicable Laws;
- (g) maintaining appropriate systems for risk management to ensure the safety of Student teachers and University Staff that attend the Placement Site's premises;
- (h) making available to University Staff and Student teachers at or prior to the commencement of a Professional Experience Activity, all necessary materials (at its discretion) to properly induct the Student teachers including materials in relation to its workplace and occupational health and safety policies and procedures;
- (i) informing the University of any breach of rules, regulations, protocols, procedures, or by-
- (j) absorbing all reasonable costs for consumable items used in conjunction with a Professional Experience Activity, eg photocopying;
- (k) allowing where available, reasonable access for Student teachers to staff room at no cost to the University;
- (l) giving the maximum notice possible to the University of any Approvals which the Placement Site requires Student teachers to obtain prior to commencing a Professional Experience Activity;
- (m) giving the maximum notice possible of any unplanned event that may cause a Professional Experience Activity to not proceed;
- (n) maintaining the confidentiality of the University's Information;
- (o) protecting the Personnel Information in its possession or control of Student teachers and University Staff in connection with this Agreement against loss and unauthorised access, use, modification or disclosure in accordance with all applicable Privacy Laws; and
- (p) regularly liaising with the University to review and evaluate the effectiveness of the Professional Experience Activity.

3 Mutual acknowledgements

3.1 The Parties agree that:

- (a) the University will not be liable for the acts or omissions of the Placement Site, its employees, agents or sub-contractors involved in Professional Experience Activities;
- (b) University Staff involved in the Professional Experience Activities are and remain employees of the University and they shall not receive remuneration in any form from the Placement Site for participating in a Professional Experience Activity;

Professional Experience Placement Agreement (Faculty of Education)

- (c) Student teachers will not be employees of the Placement Site and will not receive remuneration in any form from the Placement Site unless pre-discussed and approved for participating in a Professional Experience Activity;
- (d) the Placement Site has satisfied itself that Student teachers have satisfied the Approvals required to be obtained by the Placement Site;
- (e) their respective Authorised Representatives may sign this agreement by way of an electronically generated signature; and

4 Investigations and disciplinary actions

- 4.1 The Parties agree that the investigation of Student teachers or University Staff members' acts or omissions arising out of a Professional Experience Activity and any resulting disciplinary actions (if any) is the responsibility of the University.
- 4.2 The Placement Site, if it wishes the University to investigate the behaviour of a Student teacher or University Staff member, must notify the University promptly in writing of the grounds of its concerns about the person's behaviour (Report).
- 4.3 The Placement Site whilst it awaits the findings of an investigation or associated disciplinary action may on reasonable grounds in respect of the Student teacher or University Staff member the subject of the Report:
 - (a) restrict or limit access by the Student teacher or University Staff member to the Placement Site's students; or
 - (b) direct the Student teacher or University Staff member to leave the premises of the Placement Site and suspend them from returning to the Placement Site until the University completes its investigations into the Placement Site's concerns; and
 - (c) take all reasonable steps necessary to ensure that the Student teacher or University Staff member complies with a suspension given under this clause 4.3(b).

5 Mutual Indemnity

- 5.1 Each Party indemnifies the other Party (the Indemnified) against any liability, loss, claim or damage the Indemnified Party suffers arising from any negligent act or omission of the other Party's officers, employees, consultants or students in relation to the Professional Experience Activity.
- 5.2 A Party's liability to indemnify the Indemnified Party will be reduced proportionately to the extent that any negligent act or omission of the Indemnified Party or its officers, employees, or students or another person or entity contributed to the loss, damage, expense or cost.
- 5.3 In no event will a Party be liable to the other Party for any loss of profits, loss or damage to data, loss of business opportunity or special, indirect damages or consequential loss, which may arise directly or indirectly in connection with any act or omission of the Party or its officers, employees or students in relation to Professional Experience Activities.
- 5.4 Clause 5 shall survive the completion or expiry of this agreement for a period of 5 years.

Professional Experience Placement Agreement (Faculty of Education)

6 Insurance and Protections

- 6.1 The University will maintain during this Agreement the following Protections for unpaid Student teachers undertaking Professional Experience Activities in the amounts prescribed:
- (a) Public Liability Protection and Professional Indemnity Protection \$10 million on any one claim but limited to \$20 million (AUD) in the aggregate;
 - (b) Personal Accident Insurance cover for Students; and
 - (c) Workers Compensation cover for University Staff.
- 6.2 If the Placement Site contrary to this Agreement remunerates a Student teacher during a Professional Experience Activity the Placement Site must provide insurance cover for Student teachers for Public Liability of \$20 million per occurrence (AUD) and workers compensation insurance as required by law.
- 6.3 The Placement Site will take out and maintain appropriate Public Liability and Professional Indemnity Insurances to cover liability in relation to this Agreement or a Professional Experience Activity.
- 6.4 Upon request of a Party the other Party must provide proof of its Protections or Insurances required by this clause 6.

7 Confidentiality

- 7.1 The Placement Site) is responsible for ensuring that Student teachers are aware of its particular requirements in relation to its Confidential Information.
- 7.2 Subject to Clause 7.3, the University must advise its Student teachers that they must protect the confidentiality of the Placement Site's student records.
- 7.3 The obligation of confidentiality set out in this Clause 7 does not extend to Confidential Information that is required to be disclosed by the operation of any Laws or court or tribunal order but only to the extent that such disclosure is necessary to comply with such Laws or order.

8 Term & Termination

- 8.1 This Agreement commences on the Commencement Date and concludes on the Placement Completion Date unless terminated earlier in accordance with this clause 8.2.
- 8.2 This Agreement may be terminated by either Party giving the other Party's Contact Person or Authorised Representative not less than 4 weeks written notice of termination unless the Parties otherwise agree in writing.

9 Relationship of Parties

- 9.1 Nothing in this Agreement creates a relationship of partnership, joint venture, Placement Site or employment between the Parties.

10 Governing Law

- 10.1 The laws in force in New South Wales shall govern the terms of this Agreement. Each party undertakes to submit to the non-exclusive jurisdiction of the courts of New South Wales, and courts of appeal from them.

Professional Experience Placement Agreement (Faculty of Education)

11 Amendment

11.1 This Agreement may only be varied by the written agreement of the Parties.

12 Severability

12.1 If any clause or part of a clause is held or deemed invalid or unenforceable for any reason then such clause or that party will be deemed to be deleted from this Agreement and the balance of the Agreement will remain fully effective as far as reasonable.

13 Entire Agreement

13.1 This Agreement embodies the entire understanding and agreement between the Parties as to the subject matter of this Agreement. All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting the subject matter of this Agreement, are superseded by this Agreement.

14 Counterparts

14.1 This Agreement may be executed by the Parties representatives in counterparts.

15 Definitions and Interpretations:

15.1 In this Agreement, unless the context otherwise indicates:

Placement Site means the party specified in the Agreement Schedule.

Agreement Details means the Agreement Details (Items 1 to 5 inclusive) contained in the Agreement Schedule (Part B).

Agreement Schedule means the agreement schedule at front of this agreement.

Approvals means any necessary licences, approvals, registrations or vaccinations including those specified in Item 5 of the Agreement Details required by the Placement Site to be obtained prior to Student teachers participating in a Professional Experience Activity.

Authorised Representative means the person who signs this agreement on behalf of a Party.

Commencement Date means the date specified in Item 1 of the Agreement Details.

Community Engaged Learning has the same meaning as in the Community Engaged Learning At-Risk Procedures <http://policies.scu.edu.au/view.current.php?id=00206>

Completion Date means the date specified in Item 2 of the Agreement Details or any earlier date on which this Agreement is terminated pursuant to clause 8;

Confidential Information means information of a Party whether verbal, written or in electronic form or some other form that:

- (a) is confidential to either party by its nature;
- (b) is designated by either Party as confidential; or
- (c) the recipient of the information knows or ought to know is confidential to either Party, its agents or its advisers;

but does not include information that:

- (d) is or becomes public knowledge, other than by a breach of this Agreement or by any unlawful means; or
- (e) is ascertainable through independent enquiries; or
- (f) maybe or is required to be disclosed pursuant to law, regulation, legal process or a regulatory authority.

Professional Experience Placement Agreement (Faculty of Education)

Contact Person means the person nominated by the University and the Placement Site specified in the Agreement Schedule.

Courses means one or more courses (depending on the context) of the University's undergraduate or postgraduate courses specified in Item 3 of the Agreement Details; and **Course** means any one of them.

Insurances means the respective insurances to be held by the Parties in accordance with clause 6.

Intellectual Property means all legal and beneficial rights resulting from intellectual activity whether capable of protection by statute, common law or equity including patent rights, copyright, database rights, registered design rights, utility model, trade mark (whether registered or not) brand name, service mark, trade name, plant varieties, circuit layouts, eligible layout rights, chip topography right, product formulations, processes, devices, methods, formulae, graphs, drawings, discoveries, inventions and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Laws means the provisions of any applicable Commonwealth, State or Territory statutes, regulations or by-laws.

Learning Objectives means the specific learning objectives of the Professional Experience Activity and how the Professional Experience Activity is to be assessed by the Mentor Teacher, University Adviser and/or Unit Assessor.

Mentor Teacher means one or more of the Placement Site's employees, consultants or sub-contractors that supervise Student teachers; and if specified those supervisors nominated in Item 4 of the Agreement Details;

Parties means the University and the Placement Site as defined in the Agreement Schedule respectively; and a **Party** means one of them.

Personal Accident Insurance means insurance that covers Students when they are directly engaged in activities for their Professional Experience Activity within Australia.

Professional Experience Activities means undergraduate or postgraduate Student teachers participating in Community Engaged Learning with an Placement Site for the purposes of the Learning Objectives; and **Professional Experience Activity** means any one of them.

Personal Information means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent, or can reasonably be ascertained from the information or opinion.

Protections means the protections the University holds with Unimutual which it is to maintain under clause 6.

Privacy laws means NSW Privacy and Personal Information protection Act 1998 and Health Records and Information Privacy Act 2002.

Student teachers means one or more undergraduate or postgraduate students depending on the context enrolled with the University in Courses undertaking or intending to undertake a Professional Experience Activity with the Placement Site; and **Student teacher** means one of them.

Term means period of this Agreement from the Commencement Date to its expiration or termination in accordance with this Agreement.

Unimutual means Unimutual Limited ACN 106 564 372.

University Adviser means person employed by the University to support the student teacher and mentor teacher during the professional experience placement.

University Staff means a person employed by the University.