



# SHAFSTON

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**THIS AGREEMENT IS BETWEEN SHAFSTON INTERNATIONAL COLLEGE AND**

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## **1.0 THE PURPOSE**

1.1 A Vocational Placement Agreement has been developed by Shafston International College. This agreement should be read alongside the '*Shafston International Best Practice Guidelines for Vocational Placement*', which provides a better understanding of what our organisation expects in regards to the commencement, journey throughout and the completion of the Vocational Placement.

## **2.0 WHAT IS VOCATIONAL PLACEMENT**

2.1 Vocational Placement is a structured workplace learning experience where a student has been placed in an organisation at a desired Vocational Placement Organisation, to which they will then receive practical training and experience which goes hand in hand with their current theoretical studies. The purpose of Vocational Placement provides an opportunity for students to undertake tasks that relate to their specific course of study, to which they will be able to demonstrate a competency standard upon completion of their placement.

## **3.0 WHO ARE THE PARTIES INVOLVED IN THIS AGREEMENT**

3.1 The student who is enrolled at Shafston International College and is ready to commence supervised Vocational Placement as part of their enrolment and course requirements;

3.2 Vocational Placement Organisation (VPO) is the service that is willing to take on this student to provide supervised learning opportunities within a safe environment, which meets the objectives of the Vocational Placement criteria relating to the individualised training plan located on page 8.

3.3 The Training Provider (TP) or RTO which is the Registered Training Organisation that this student has chosen to commence their studies through which will provide the Student & VPO all of the necessary support alongside relevant training and assessment tools and assessments needed for the Vocational Placement.

## **4.0 STUDENT'S OBLIGATIONS**

4.1 The Student is responsible for undertaking tasks to the best of their ability throughout their Vocational Placement at a VPO.

The student agrees to;

- 4.1.1 Not attempt additional tasks beyond their current level of Student learning;
- 4.1.2 Seek explanation from Nominated Supervisor or Training Provider if uncertain;
- 4.2.3 Comply with the Education and Care Services Regulation (2013) in relation to Alcohol, illicit drugs, health and hygiene, recording of incidents/injuries/trauma/illness, privacy & confidentiality;
- 4.1.4 Attend the VPO to which he/she has been assigned at the agreed times and days specified and will notify both the VPO and the TP if he/she is unable to attend for reasons of ill health or any other reason;
- 4.1.5 Act accordingly in a professional manner at all times & referring to the VPO's code of conduct;
- 4.1.6 Strictly adhering to the site's WHS policies and procedures;
- 4.1.7 Notify his/her supervisor of any observations or suspicion of verbal or physical abuse of a client, by a student, client, employee, volunteer or visitor while undertaking the vocational placement;
- 4.1.8 Advise the VPO and TP if convicted or charged of a criminal offence during the term of the vocational placement agreement;
- 4.1.9 Maintaining the belongings that were on the VPO premises when Vocational Placement commenced, while notifying Nominated Supervisor of misuse or damage if noticed;
- 4.1.10 Comply with all lawful and reasonable directions given by the VPO in relation to day to day tasks such as; cleaning, ensuring the environment is safe and supportive to children, assist staff when needed;
- 4.1.11 Record the hours completed each day – If student is at the VPO for more than 5.5 hours, a 30 minute lunchbreak must be recorded. Student must not exceed 9 hours per day at the VPO which includes a 30 minute lunchbreak (8.5 hours contact with children).

## **5.0 VOCATIONAL PLACEMENT ORGANISATION OBLIGATIONS**

5.1 The VPO is responsible for providing supervised learning opportunities, within a safe environment, which meet the objectives of the vocational placement.

The VPO agrees to;

- 5.1.1 Maintain confidentiality in regards to the Students details;
- 5.1.2 Make available to the Student all VPO policies and procedures necessary to carry out a thorough and documented orientation and induction of the Student at the commencement of the vocational placement and obtain the Student's signature as an indication of their understanding;
- 5.1.3 Select and encourage appropriate learning experiences for the Student in accordance with the vocational placement objectives in collaboration with the TP;
- 5.1.4 Act in accordance with work place responsibilities as set out in the Work Health and Safety Act 2011 or relevant legislation for the jurisdiction the VPO operates under;
- 5.1.5 Provide tasks which will not exceed the Students' level of competency;
- 5.1.6 Designate a member of staff who has the necessary skills and experience to convey best practice, to act as mentor, to provide constructive feedback, instruction and guidance aimed at assisting the Student to achieve the vocational placement objectives for the duration of their work placement;
- 5.1.7 Provide feedback to the TP about the Students' competency and suitability to undertake tasks in accordance with the vocational placement objectives;
- 5.1.9 Student does not exceed more than 240 hours in 1 calendar year as set by the Fair Work Act 2009.
- 5.1.10 Supervision of the Student at all times directly and indirectly during scheduled Vocational Placement hours.

## **6.0 TRAINING PROVIDER'S OBLIGATIONS**

6.1 The TP is responsible for supervising the Student on vocational placement in collaboration with the VPO and for assessing their competency against nationally accepted criteria.

The TP agrees to;

6.1.1 Adequately screen applicants at enrolment to ensure Students accepted for training are suitable and willing to undertake the tasks that are required to fulfil the vocational placement objectives including possessing the adequate communication skills and understanding of the English language to perform the tasks necessary to meet the objectives of the vocational placement;

6.1.2 Obtain from the Student, relevant certifications prior to commencement of the vocational placement, which remains current for the duration of the vocational placement, and ensure that the Student has no previous convictions which would exclude them from working in the sector and which has resulted in a penalty which would be considered, on the basis of risk and relevance, to render them unsuitable for a vocational placement and provide certified copies of these certifications to the VPO;

- 6.1.3 Discuss with the Student, their functional capacity and fitness to perform the tasks and duties necessary to work in the sector and make a reasonable effort to screen those Students who, due to fitness or functional capacity, would be placed at risk of harm or injury to themselves or others during the vocational placement;
- 6.1.4 Provide assurance to the VPO that the Student has achieved the minimum competency to commence the workplace training component of their course;
- 6.1.5 Prepare the Student for the vocational placement by delivering instruction about industry expectations relating to documentation and the pace required in a work environment;
- 6.1.6 Meet their obligations under the Work Health and Safety Act 2011 or relevant legislation;
- 6.1.7 Take responsibility for initiating regular contact with the Student and VPO to obtain feedback and discuss progress for the duration of the vocational placement;
- 6.1.8 Immediately make the VPO aware of any reason that becomes apparent which indicates that the Student may not be fit to perform their duties to an acceptable standard without presenting a risk to themselves or others, at any time during the vocational placement.

## **7.0 DISPUTE RESOLUTION PROCESS**

- 7.1 Disputes between Shafston International College, the Student & Vocational Placement Organisation will adhere to the following procedure prior to the commencement of litigation or other external sources;
  - 7.1.1 The party who is raising the dispute should be making every effort to resolve it by ensuring open communication and appropriate strategies are put in place to help guide the party into a positive direction;
  - 7.1.2 If after 7 business days either of the parties cannot resolve the dispute to their satisfaction, the VPO, the Student and/or Training Provider will meet and use their best endeavours to resolve any dispute that arises between the parties out of, or in connection with, the vocational placement or this VPA;
  - 7.1.3 The parties agree that the VPA may be suspended by the VPO or by the TP if the VPO or the TP reasonably believe that any party has committed a serious breach of the VPA;
  - 7.1.4 In the event of a suspension pursuant to clause 7.3, the party initiating the suspension must conduct an independent investigation and provide evidence of the alleged breach.
  - 7.1.5 Upon conclusion of the investigation and receipt of the findings of the investigation, the party who has initiated the suspension may in its absolute discretion, determine whether the VPA should be terminated without notice or whether the VPA shall continue.

7.1.6 The parties may agree to escalate the dispute to any level at any time, or to attempt to resolve the dispute through mediation.

7.1.7 Every effort must be made to ensure the Student is not embroiled in a Notice of Dispute or legal proceedings.

7.1.8 At the expiration of 14 days after service of the Notice of Dispute, if any attempt of resolution has been unsuccessful, all parties have the right to commence legal proceedings.

## **8.0 VARIATION/TERMINATION**

8.1 The terms and conditions of this VPA form an agreed minimum standard and cannot be varied. Any additional requirements must be agreed to in writing by the TP, the VPO and the Student and attached as a separate document.

8.2 Either party may terminate this Vocational Placement Agreement at any given time with 7 days' notice as long as all parties are aware of the termination and the reasoning;

8.3 By giving written and verbal notice to each party if a party has breached any of the terms listed in this VPA and fails to come up with a resolution. If any party: fails, omits or neglects to comply with the VPO's policies and procedures;

8.4 If the Student is guilty of misconduct in connection with the performance of the duties under the vocational placement.

## **9.0 INSURANCE/LIABILITY**

9.1 It is the Training Provider's responsibility to keep in effect and maintain \$10 million public liability insurance and \$10 million professional indemnity insurance for the purpose of indemnifying the VPO from and against all claims, actions, proceedings or demands in respect of any loss, death, injury, illness or damage howsoever arising out of the TP's employees or the Student's negligent acts and omissions or breach of this VPA during the placement.

9.2 The Student may not be covered for personal injury or loss or damage to property if no one is found to be at fault. Student is to discuss insurance cover with the TP prior to commencing the vocational placement.

9.3 The Student understands that it is recommended that they should obtain cover for personal injury, loss or damage if not covered by the TP or VPO.

*Please see attached Certificate of Currency.*

# Vocational Placement Agreement

## CHC50121 Diploma of Early Childhood Education and Care

### *Training Provider Contact Details*

Name	Shafston International College Pty Ltd.					
Postal Address	Street No.	46	Street Name	Thorn St		
	Suburb	Kangaroo Point	State	QLD	Postcode	4169
Contact Number	1300 552 869					

### *Student Contact Details*

Name						
Postal Address	Street No.		Street Name			
	Suburb		State		Postcode	
Contact Number						

### *Emergency Contact Details*

Name						
Contact Number				Relationship to Student		

### *Vocational Placement Organisation Contact Details*

Name						
Postal Address	Street No.		Street Name			
	Suburb		State		Post Code	
Contact Number				Nominated Supervisor		
Email						

### *Agreement Date*

Nominated Commencement Date						
Nominated Completion Date						

**Student Name:** \_\_\_\_\_

**Student Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Service Representative Name:** \_\_\_\_\_

**Service Representative Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Shafston Trainer Name:** \_\_\_\_\_

**Shafston Trainer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_