

Work Placement Learning Agreement



THIS AGREEMENT IS BETWEEN:

Educational provider:	Otago Polytechnic
Placement provider:	
Learner:	
This agreement applies to the provision of work placement as part of Year One of the New Zealand Diploma in Veterinary Nursing (level 6) qualification. Work experience must include handling and husbandry tasks working with cats and dogs and ideally rabbits and birds.	
Successful completion of the first year of this programme requires a minimum of 250 hours of work experience. Work experience is completed at animal facilities and veterinary clinics. The learner may need to gain placement at more than one animal facility and vet clinic to complete the practical component of the programme.	
Animal Facility hours: Min 45- Max 115 Vet Clinic hours: Min 120- Max 225	

PURPOSE OF AGREEMENT

The purpose of this agreement is to safeguard and maximise the benefits for all parties concerned by setting out clear guidelines and expectations for administering off-campus work placement.

For avoidance of doubt, this agreement doesn't apply in circumstances where any paid work is undertaken by the learner for the Placement Provider, which must be subject to a separate agreement between the learner and the Placement Provider, to which employment law may apply.

BY SIGNING THIS AGREEMENT IT IS AGREED THAT ALL PARTIES WILL ABIDE BY THE RIGHTS AND RESPONSIBILITIES OUTLINED AT THE END OF THIS DOCUMENT ON PAGES 3 AND 4

TERM OF AGREEMENT

This agreement is valid for the year it is signed, unless any party terminates the agreement by providing reasonable written notice to the others.

DISPUTE RESOLUTION:

Where any dispute, difference, or question arises between the parties in respect of this Agreement, the parties will first try to resolve the matter through discussions in good faith.

When issues cannot be resolved in this way, the matter may be referred to mediation, through a mediator acceptable to all parties. Mediation will be conducted in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc in force at the time the dispute is referred.

DISCLAIMER:

Education provider will not be liable to the Placement provider or learner for or in respect of any claims, demands, actions, causes of action, suits, proceedings, loss, damage, expense, or liability suffered or incurred by the Placement provider or learner during the work placement, except as required by law.

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GOVERNING LAW:

This agreement shall be governed by New Zealand law, and the New Zealand courts have non-exclusive jurisdiction to determine disputes arising from the subject matter set out herein.

BY SIGNING THIS CONTRACT, YOU ACCEPT THE RESPONSIBILITIES AND EXPECTATIONS AS SET OUT IN THIS CONTRACT DOCUMENT.

Learner

Name:

Email:

Learner ID:

Date:

Learner signature:

Placement provider business name:

Contact person:

Email:

Physical Address

Phone Number

Date:

Signature:

Education provider contact details

Provider name School of Animal Health, Otago Polytechnic

Work Placement Coordinator Katie Prasad

Contact Email katie.prasad@op.ac.nz

Contact Phone 0800 762 786

Head of School Jennifer Evans

Signature:



RIGHTS AND RESPONSIBILITIES OF THE PARTIES SIGNING THIS AGREEMENT

1. Each party will comply with all applicable legislation, policies, and operational procedures in undertaking its duties and activities in connection with this agreement, including any staff safety checking requirements where the Children’s Act 2014 applies.
2. Where any of the parties collect or have access to personal information because of this agreement, they must comply with the relevant requirements of the Privacy Act 2020. The learner authorizes the Educational Provider and the Placement provider to each give to the other such personal information about the learner as reasonably needed for the purpose of the learner’s work placement, study and wellbeing.
3. In the event of placement concerns or a change of circumstances, this agreement may be terminated by any party following a conversation between learner, education provider, and placement provider.

Rights and responsibilities of learner	Education provider rights and responsibilities
<p>The learner:</p> <ol style="list-style-type: none"> 1. has the right to a safe working environment and to be treated as part of the team they are working in when undertaking the placement. 2. will notify the other parties of any disability, injury or health condition that would reasonably be considered as presenting a risk of harm to themselves or any others in the applicable workplace environment, including so that may be considered and accommodated as appropriate in the circumstances. 3. will undertake the work placement on days and times agreed and must contact the Placement provider when unable to attend scheduled placement. 4. will be punctual, arrive appropriately dressed and professionally presented to each shift. 5. will take an active part in their learning by participating in opportunities offered by the Placement provider and complete all practicum requirements. 6. will follow all reasonable instructions given by the Placement provider, and ask questions when instructions are not understood. 7. will notify the Education provider/Placement provider where any concern arises in relation to the placement 8. has the right to expect that the Education Provider and Placement provider abide by their responsibilities 	<p>The Education provider:</p> <ol style="list-style-type: none"> 1. is responsible for providing clear information, guidelines, expectations and requirements for placement to the learner and workplace as appropriate in its role as an educational institution (which may include communicating information that has been conveyed by the Placement provider). 2. must comply with The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (“Code”) and in doing so, must have in place processes and procedures regarding learner Wellbeing and Safety (in particular, as described at Parts 3 and 4 of the Code) including to address circumstances where a workplace learning experience is being undertaken. 3. will liaise with the Placement provider and learner, to determine and maintain contact and support throughout the duration of work placement. 4. will take reasonable steps for serious matters related to correcting the learner’s performance where applicable in its capacity as an educational institution. 5. has the right to monitor the learner experience to assess whether the work placement remains safe and beneficial towards the programme of study. 6. has the right to expect that the learner and Placement provider abide by their responsibilities



<p>Rights and responsibilities of the placement provider</p> <p>The Placement provider:</p> <ol style="list-style-type: none"> 1. has the right to expect that the learner and education provider abide by their responsibilities 2. is responsible for the experience, supervision and management of the learner while undertaking the placement and will provide appropriate learning opportunities for the learning working towards attainment of competency for the Qualification. 3. acknowledges that while undertaking the placement the learner is obtaining learning experience in a workplace environment and the Placement provider will maintain adequate levels of staffing without any reliance on the learner and will notify the education provider if there is any change in staffing or other circumstances that it becomes aware of that may adversely affect learning by the learner. 4. is responsible for providing suitable induction and a safe, healthy, and supportive environment where the learner can integrate within the team and will operate policies and procedures designed to prevent discrimination, racism, bullying, harassment and to promote inclusiveness. 	<ol style="list-style-type: none"> 5. will immediately notify the Education provider should the learner be injured, any accident or 'near-miss' event occur in relation to the learner while on placement and provide all relevant health and safety information as reasonably requested by the education provider to meet obligations under the Health and Safety at Work Act 2015 6. will notify and co-operate with the Education provider as soon as reasonably practicable if any concerns emerge (or complaints received) regarding a learner's wellbeing, safety, behaviour, progress or performance, whether physical or mental, including any concerns that arise because of unexplained absences. 7. will allow representatives of the Education provider reasonable access to the learner when the learner is undertaking the placement 8. is responsible for completing an evaluation of learner work placement performance at the end of each placement and acknowledges that the learner may also be requested to complete an evaluation of their experience with the Placement provider.
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