

Professional Experience Placements Agreement



Introduction

Purpose

The purpose of this agreement is a partnership with your School/Site, where you indicate you welcome considering Swinburne students for Professional Experience placements, subject to availability.

Why?

The development of a partnership “is an opportunity for prospective partner institutions and sites to explore the purpose and scope of their joint activity and the ways in which they intend to work together” (AITSL, 2017). Under the AITSL Initial Teacher Education reforms, Program Standard 5.1 specifies that “formal partnerships, agreed in writing, are developed and used by providers and schools/sites/systems to facilitate the delivery of programs, particularly professional experience for pre-service teachers. Formal partnerships exist for every professional experience school/site and clearly specify components of placements and planned experiences, identified roles and responsibilities for both parties and responsible contacts for day-to-day administration of the arrangement” (AITSL, 2017).

How?

A highly supported model

Experienced education professionals lead our Professional Experience placements, both academically and administratively, and this support for schools/sites and our Pre-service Teachers is coupled with effective digital and people solutions, and seven days a week support.

We consistently receive high levels of positive feedback from schools/sites about our support of Supervising Mentor Teachers, Placements Coordinators and our Preservice Teacher students. In the 2017 Quality Indicators of Learning and Teaching survey, Swinburne was ranked #1 in Victoria for Teaching Quality, Student Support and Overall Quality of the Educational Experience.

You are financially rewarded for supporting professional experience placement opportunities at the rate of \$30 per day per Preservice Teacher for Mentors + \$1.30 per day for Preservice Teacher Coordinator.

Our approach to arranging placements

Our mediated process for managing placements is supported by the Australian Institute for Teaching and School Leadership (AITSL) and Victorian Institute of Technology (VIT). For each placement opportunity, you will be contacted by email by our Professional Experience Support Team to seek a placement opportunity, and the preservice teacher will then make contact with you. Under this agreement and approach, you accept Preservice Teacher placements when it suits you.

Commencement date

The commencement date for this agreement is January 2019.

Professional Experience Placement Agreement

Developed in accordance with the Australian Institute for Teaching and School Leadership (AITSL) guidelines for Swinburne (including Hawthorn campus and Swinburne Online)

A. Background

Swinburne is committed to the preparation of inspiring teachers who understand the innovations, ethics, social and global issues that influence and shape education today. We provide an innovative approach to teacher education, and inspire our Pre-service Teachers to have a positive impact as Teachers.

In collaboration with you, we seek to develop the best Teachers we can to positively contribute the teaching profession and the communities within which they work. We pride ourselves on our collaborative relationships with schools to deliver a high quality Professional Experience program that is well structured, well managed and highly supported, and reciprocates to Schools/Sites with professional development opportunities.

This Agreement is designed to facilitate the provision of Professional Experience placements to allow Preservice Teachers to have authentic classroom or site experiences during their Initial Teacher Education course studies.

Core to our way of being are the following behaviours:

Communicate: Say it – have the conversation, respect each other’s differences, give meaningful feedback and share honestly and openly

Listen and learn: Hear it, learn from it – learn from one another, actively listen to each other, resolve conflict and be innovative

Collaborate: Share it – work constructively together with a common purpose to achieve the university’s goals

Trust: Trust it – be open to and with others, act with fairness and respect, inspire positive expectations and communicate honestly

Act: Do it – have a strong sense of immediacy, take practical action and see it through

B. Definitions

B.1 In this Agreement unless the contrary intention appears:

Commencement Date means the date so specified in the Details.

Preservice Teacher means a student of the University undertaking studies to become a qualified teacher in an initial teacher education course and will be undertaking a Professional Experience Placement.

Professional Experience Placement means a unit component undertaken by a University student for unit credit or course hurdle requirements at the School/Site and where the Preservice Teacher applies the skills and knowledge relevant to the course the Preservice Teacher is taking.

School/Site Nominee means the person so specified in the Details or otherwise notified by the School/Site from time to time.

Supervising Teacher means a more experienced person who supports and assists another person to grow and learn in their role. This supervising teacher must be fully registered and/or degree qualified (for early years settings).

University Nominee means the person so specified in the Details or otherwise notified by the University from time to time.

B.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) words denoting the singular include the plural and vice-versa and words denoting a gender include other genders
- (b) a reference to dollars or \$ means Australian dollars and all amounts payable under this agreement are payable in Australian dollars
- (c) if a word or phrase given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning
- (d) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority
- (e) references to the word 'include' or 'including' are to be construed without limitation
- (f) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement
- (g) headings are inserted for convenience only and do not affect the interpretation of this Agreement; and
- (h) a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

C. Purpose

The purpose of this agreement with your School/Site, is that you indicate that you welcome considering Swinburne students for Professional Experience placements, subject to availability.

The potential benefits of your participation are:

- (a) a highly supported placements model for your Mentor teacher/s, Pre-services teacher/s and school nominees
- (b) development of leadership and mentoring skills
- (c) ongoing professional development relevant to the Australian Institute for Teaching and School Leadership (AITSL) standards
- (d) development of possible opportunities for research and the solving of an authentic problem
- (e) development and/or extension of collaborations
- (f) access to professional development opportunities for your staff
- (g) ongoing learning from each other
- (h) contribution to the profession.

D. Scope

D.1 Preservice Teachers

- a) Preservice Teachers shall not be employed by or receive remuneration from the School/site in their capacity as Preservice Teachers. Employment by the Organisation of Preservice Teacher shall be outside the terms of this Agreement and shall be subject to an express or implied separate contract of employment.
- b) The presence of Preservice Teachers in the School/Site shall be only for the Professional Experience Placement administered jointly by the University and the School/Site.
- c) Access to students of the School/Site by Preservice Teachers shall be subject to the School/Site's duty of care to its students and staff.
- d) Preservice Teachers may participate in the delivery of Organisation programs at levels commensurate with their stages of preparation and progress in their course, subject always to supervision by members of the staff of the Organisation.
- e) The number of Professional Experience Placements to be made available at the Organisation shall be determined by it.

D.2 School/Site staffing

- (a) Preservice Teachers and staff members of the University attending the Organisation shall be supernumerary to the ordinary staffing requirements of the Organisation.

D.3 Supervision and Teaching

- (a) The School/Site will provide direct and indirect educational supervision of Preservice Teachers. In advance of any Professional Experience Placements, an agreed specification shall be documented of the amount and type of supervision required to be undertaken by the School/Site.

D.4 Student behaviour and conduct

- (a) Preservice Teachers are at all times subject to the University's regulations and policies regarding general behaviour and conduct.
- (b) School/Site shall be entitled to issue instructions to Preservice Teachers and Swinburne staff on how Preservice Teachers and staff of the University are to conduct themselves on the School/Site's premises.
- (c) Where the School / Site identifies issues or concerns with a Swinburne staff or Preservice Teacher's conduct or behaviour, the Parties shall contact each other to discuss the matter and agree on steps to rectify any issues or concerns.
- (d) Where the student's conducts or behaviour creates a real and imminent threat or risk to Workplace Health and Safety then the School / Site may take immediate action (including asking the Preservice Teacher to leave the premises). Where the School / Site takes immediate action pursuant to this clause then:
 - i) the School / Site must notify Swinburne as soon as practicably possible; and ii) the Parties agree to meet to discuss any issues or concerns with a view to reach an agreed outcome in relation to the Preservice Teacher's placement and any outstanding issues or concerns.

E. Implementation / conditions

E.1 Overview of the components of placements and planned experiences

Preservice Teacher and staff of the University, whilst within the School/Site, shall be bound by the rules, regulations, protocols, procedures and by-laws of the School/site in addition to the Statutes and Regulations of the University.

E.2 Deferral of Program

Where unforeseen circumstances beyond the control of the School/Site cause or threaten major disruption to the School/Site's services or provision of Education (eg industrial disputes, implementation of disaster plan), it may defer, suspend or amend the agreed Professional Experience Placements. The School/Site's decision shall be final.

E.3 Dispute Resolution

- (a) At all times during this Agreement, the parties must co-operate with each other and act in good faith to resolve any dispute or disagreement touching on or concerning this Agreement or the parties respective obligations under this Agreement.
- (b) In the event of a dispute or disagreement arising between the parties which cannot be resolved then either party may at the expiration of 30 days after receipt of a notice of a dispute refer the dispute for determination by an independent expert appointed by the President or Senior Office bearer of the Victorian Chapter of the Australian Institute of Arbitrators. The decision of the expert shall be binding and final on the parties. The cost of the expert shall be borne by the parties equally.

E.4 Indemnity

- (a) Each party shall indemnify and keep the other party indemnified from and against all claims and actions arising from any negligent act or omission on the part of the first mentioned party or its employees, agents, contractors or consultants in connection with this Agreement.
- (b) The indemnity given under this clause shall survive the termination or expiration of this Agreement.

E.5 Relationship of the Parties

This Agreement does not create any agency, employer-employee relationship or a partnership of any kind under which either party might be deemed responsible for the acts or omissions of the other party.

E.6 Marketing

Neither party will use the name, logo or CRICOS provider code of the other without prior written consent. Any press releases, publications, advertisements or other announcements relating to this Agreement must be made jointly with the approval of both parties.

E.7 Privacy

The parties agree that any personal information as defined in the *Privacy and Data Protection Act 2014* shall be handled in accordance with the privacy principles in that Act.

F. Roles and Responsibilities

F.1 Support

In accordance with the **AITSL Professional experience – Participant roles and responsibilities** document, the parties agree that the School/Site should endeavour to:

- (a) develop a professional learning and growth culture, that inspires Preservice Teachers to become and remain teachers
- (b) establish strategies that celebrate the importance and value of professional experience and highlights benefits to the community
- (c) encourage effective teachers with good support and coaching skills to take on the role of supervising teacher
- (d) support the work of the supervising teacher as well as their professional learning to acquire skills in assessing, supervising, and coaching Preservice Teachers
- (e) clarify, in collaboration with providers, roles and expectations for assessment of Preservice Teachers, particularly the designated role for supervising teachers
- (f) support Preservice Teachers to meet the placement objectives, including having an impact on student learning
- (g) provide a learning program that focuses on all aspects of teachers' work, as well as providing the opportunity for Preservice Teachers to participate purposefully in the life of the professional experience site
- (h) work closely with providers to ensure the objectives and planned components of each placement are clear and well documented
- (i) support innovation and research in professional experience
- (j) recognise its responsibility to the profession in regards to the development of emerging teachers via contributing to the availability of quality placements

F.2 Responsibilities of the University

The University shall:

- (a) nominate a contact person who, in conjunction with a similarly nominated person from the School/Site administer the relationship between the parties and the Professional Experience Placements.
- (b) interpret and inform the School/Site on an ongoing basis, the skill level of the Preservice Teachers and objectives of each Professional Experience Placement.
- (c) provide liaison with staff of the School/Site.
- (d) inform the School/Site as soon as practicable if the curriculum of any Professional Experience Placement is altered or if the level of competence of Preservice Teachers involved varies or the amount of supervision is altered (for example, added days)
- (e) enact any additional support processes required if any issue or risk arises at the School/Site in relation to the preservice teacher or the Professional Experience Placement.
- (f) pay the School/Site amounts payable as required.

F.3 Responsibilities of the School/Site

The School/Site shall:

- (a) nominate a contact person who, in conjunction with a similarly nominated person from the University administer the relationship between the parties and the Professional Experience Placements.
- (b) make available to the Preservice Teachers its written administrative guidelines, policies, manuals, rules, regulations, protocols, procedures, and by-laws and any other information relevant to Professional Experience Placement
- (c) provide appropriate facilities for Preservice Teachers during the Professional Experience Placement
- (d) provide a fully registered and/or degree qualified (for early years settings) supervising teacher who is aware of the role and will assess, supervise and collaborate with the Preservice Teacher
- (e) allow access to relevant information about its students in accordance with the practical learning objectives of Preservice Teachers who shall be advised of and abide by the laws relating to confidentiality, privacy and relevant rules, regulations, protocols, procedures, by-laws and policies of the School/Site.

F.4 Health and Safety

- (a) The School/Site shall provide and maintain an environment for Preservice Teachers whilst engaged in the Professional Experience Placement that is, as far as is practicable, safe and without risks to health.
- (b) The School/Site shall notify the University of any safety related incidents affecting Preservice Teachers.
- (c) The School/Site shall provide an orientation to Preservice Teachers prior to commencement of their Professional Experience Placement, which shall include such information, instruction and training as necessary to enable the Preservice Teachers to undertake their Professional Experience Placement in a safe manner.
- (d) The University will provide support (in unit work, briefing, scaffolding of pre placement contact and/or requirements) before the Professional Experience Placement to support, as far as is practicable, to enable the Preservice Teachers to undertake their Professional Experience Placement in a safe manner.

F.5 Indemnity and Insurance

- (a) The University agrees to indemnify and keep indemnified, the School/Site, its employees, and agents and each of them from and against any loss of or damage to property or injury to or death

of any person and all actions, claims, demands, costs, losses or expenses of any nature whatsoever which may be brought or made or claimed against them or any of them arising from or in relation to negligence of any Preservice Teacher or employee of the University in connection with activities related to this Agreement, except to the extent (if any) that the action, claim, demand, cost, loss, damage or expense is due to the negligence of the School/Site, its employees or agents.

- (b) The University shall not be liable to indemnify the School/site or any staff, its employees or agents for any fraudulent, dishonest or criminal acts or omissions of the Agency staff or any of its agents.
- (c) The University shall obtain and maintain Personal Accident Insurance to cover its Preservice Teachers whilst engaged in any Professional Experience Placement at the School/Site.
- (d) Both the University and the School/Site shall effect and maintain workers compensation and employers' liability insurance (or other cover provided other than by way of insurance), as and to the extent required by Law, in respect of its obligation toward all actual or deemed employees.
- (e) Both the University and the School/Site shall effect and maintain public liability insurance covering amounts any of their own staff, Preservice Teachers and students may be legally liable to pay in an amount no less than A \$10M, (or such higher amount as may be agreed between parties to reflect industry standards) for any claim and in the annual aggregate for all claims arising from one source or originating cause.

F.6 Police Checks and Working with Children Checks

Swinburne ensures that all Preservice Teachers undertake a Working with Children Check prior to commencing professional experience. Police Checks are not usually required for Professional Experience Placements, however if they are required by non-school sites, Swinburne will ensure that Preservice Teachers undertake a Police Check prior to placement.

G. Term of Formal Partnership

G.1 Term

- (a) This Agreement will commence on the Commencement Date and will continue unless terminated by the parties in accordance with this Agreement.

G.2 Amendment and Termination

- (a) This Agreement may be terminated by either party giving to the other not less than six months' notice in writing.
- (b) The School/Site must ensure the completion of Professional Experience Placements being undertaken by Preservice Teachers who have commenced such Professional Experience Placement prior to the date of termination, in accordance with the terms of this Agreement
- (c) Failure of either party to enforce any of the conditions of this Agreement shall not be considered as a waiver by such party of such condition or in any way affect the validity of the agreement or any part thereof.

H. Review

The School/Site and the University will conduct program evaluations to review and evaluate the effectiveness of Professional Experience Placements under this Agreement at intervals as agreed to by the parties.

Agreement facilitated and supported by **Swinburne Online**, for **SWINBURNE UNIVERSITY OF TECHNOLOGY** (A.B.N. 13 628 586 699) a body politic and corporate, established under the Swinburne University of Technology Act 1992 (Vic) of John Street, Hawthorn, Victoria ("Swinburne") (the **University**) and the **School/Site**.