

# Mediation Institute Work Placement Agreement

Student Name	
Host Organization or FDRP if an individual is supervising	
Training Provider	Mediation Institute (Mi) working in a 3 <sup>rd</sup> Party Agreement with RTO Inspiritive Pty Ltd
Proposed start date of Work Placement	

## Introduction:

This Agreement is required for any Work Placement undertaken as part of the CHC81115 – Graduate Diploma of Family Dispute Resolution or Core Units course with Mediation Institute.

All parties (Mediation Institute, Student, and Supervisors (and their organisational representative if relevant) must sign this agreement to initiate this approved work placement agreement.

This agreement is required where the work placement is directly related to the course of study being undertaken by the student.

## Purpose of the Agreement:

This work placement agreement sets out the responsibilities of Mediation Institute staff, host organisations, supervisors and students.

**Completion of this document ensures that the public liability insurance held by Mediation Institute related to the placement is in place.**

This agreement must be completed and signed by all parties prior to the commencement of any work placement arrangement.

## Definitions of terms within this Agreement:

**Work Placement** - Structured workplace learning that is undertaken as part of a formal course of study. During the work placement the learner must have the opportunity to work within a team environment to provide services to clients under the supervision of an accredited Family Dispute Resolution Practitioner. They must be provided with an orientation and individual supervision sessions to ensure work health and safety obligations are met and to document their learning. They will have specific tasks required for assessment for their course.

**Host Site Organisation** - The workplace providing the work placement.

**Workplace Contact** - The representative of the host organisation identified as the contact person for the student and Mediation Institute to liaise with during the work placement. The workplace contact may be, but does not have to be, the workplace supervisor.

**Workplace Supervisor** - The workplace supervisor must be an accredited family dispute resolution practitioner and capable of providing workplace supervision to the learner. More than one workplace supervisor may supervise the trainee during their work placement.

# Mediation Institute Work Placement Agreement

<b>Course Information</b>	
Qualification	CHC81115 – Graduate Diploma of Family Dispute Resolution
Units requiring mandatory work placement	CHCDSP001 - Facilitate dispute resolution in the family law context CHCDSP002 - Adhere to ethical standards in family dispute resolution CHCDSP003 - Support the safety of vulnerable parties in family dispute resolution

<b>Mediation Institute Contact Information and Declaration</b>	
Mi Contact	Joanne Law
Mobile Phone	0401 293 500
Email	<a href="mailto:Joanne.law@mediationinstitute.edu.au">Joanne.law@mediationinstitute.edu.au</a>
<b>Mediation Institute Representative Declaration</b>	
<ul style="list-style-type: none"><li>• I have read and understand my responsibilities under this Agreement and Mediation Institute approves the work placement outlined above.</li><li>• Mediation Institute insurance covers professional indemnity for this placement.</li></ul>	
Mi signature:	
Name and Title:	
Date:	

<b>Student Contact Information and Declaration</b>	
Student Name	
Student Phone	
Student Email	
<b>Student Declaration</b>	
<ul style="list-style-type: none"><li>• I have read and understand my responsibilities under this Agreement.</li><li>• I have provided a current Working with Children Check as required by my state or territory to my host site organisation</li><li>• I have provided a current Police Check to my host site organisation</li><li>• I know of no impediments to me working as a FDR Practitioner in training.</li></ul>	
Student signature:	
Student Name:	
Date:	

# Mediation Institute Work Placement Agreement

<b>Host Site Information and Declarations</b>			
<i>Complete additional Host Site Information Pages if more than one site or organisation will be worked with during the placement.</i>			
Organisation Name			
Any work placement address or online if the student will not be physically attending the workplace			
Workplace Contact			
Workplace Contact Phone			
Workplace Contact Email			
<b>Work Placement Information</b>			
Type of Work placement		Sessional – following a client case	
		Set days and times	
<i>Complete estimate below. Use your workplace journal to record actual time spent. The minimum duration of the work placement is 50 hours. To complete all workplace requirements may take a longer period of time or additional simulation role plays if aspects are not met during the placement.</i>			
Proposed Start Date		Proposed Completion Date	
Expected duration of work placement (days)			
Start Time each day:		Finish Time each day:	
Proposed hours per day			
Payment Arrangements for student:		Current Employee	
		Unpaid internship	
		Other	
Tasks to be completed in the workplace:	<ul style="list-style-type: none"> <li>• Provide services (including pre-mediation and mediation) to a minimum of 5 different clients under direct supervision</li> <li>• Provide support services related to the efficient management of client files</li> <li>• Participate in workplace supervision to discuss client work and sign off on assessment tools identifying the range and scope of client work required</li> </ul> <p><i>Range of work should include parenting and property issues and scope of client work should include working with a variety of client types and issues</i></p>		

# Mediation Institute Work Placement Agreement

Any special considerations that all parties should be aware of	
Names and Registration Numbers for all supervisors	

<p>Host Organisation Declaration</p> <p>I certify that this organisation holds a current public liability insurance policy</p> <p>I certify that any FDR Practitioners listed above are accredited and currently insured to work as a FDR practitioner.</p> <p>I have read and understand the host organisation's responsibilities under this Agreement.</p>	
Authorised Host Organisation representative signature:	
Name and Title	
Date:	

# Mediation Institute Work Placement Agreement

## General Information

### Termination

1. This agreement may be terminated immediately where any party (student, host organisation or Mediation Institute staff) feels any party is being placed in a position of unreasonable risk or danger.
2. Where the host organisation or student believe the placement has become untenable for any reason they should contact the Mediation Institute contact person and seek further advice.
3. Termination must be communicated verbally to each party immediately upon its occurrence, followed up by notice in writing to each party giving the reasons for the termination.
4. Where appropriate, alternative arrangements shall be determined by Mediation Institute on a case by case basis.

### Payment Information

#### Students

1. If you are an employee of the host organisation while you are completing your placement your employer will comply with any current employment arrangements during the work placement.
2. Students who are not currently employed by the host organisation participation will be on an unpaid, internship basis. <https://www.fairwork.gov.au/pay/unpaid-work/work-experience-and-internships>
3. Please provide details if any other arrangement is negotiated during the period of work placement.

## Mediation Institute Responsibilities

### Before the placement

1. Provide equal opportunity to all students in accessing placements and provide for reasonable adjustment where necessary.
2. Make contact with host organisations and negotiate the work placement program, including the student selection process and the type of training placed students will undertake.
3. Discuss student safety with the host organisation and ensure that a student is not placed in a work situation where there are unacceptable workplace risks or working conditions.
4. Advise the host organisation 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.
5. Ensure that both the host organisation and student have a copy of, and fully understand, the work placement support materials and the approved work placement agreement.
6. Ensure a work placement agreement is completed, signed and held at the Institute prior to the student starting their placement. The host organisation and student should also be given copies.
7. Make sure the student has fulfilled any industry specific requirements, for example police checks and working with children checks.
8. Ensure that the host organisation certifies in the work placement agreement that they have their own public liability insurance and lists the insurance company responsible for the cover in the agreement.
9. Assist the student to prepare for the placement, ensuring a full understanding of the work placement requirements is understood.
10. Provide the host organisation and student with the contact details of a suitable contact person at Mediation Institute.
11. Provide all required documentation to students and host organisations such as Agreements, Work Placement logs, and any other required documentation to support the work placement.

### During the placement

1. Be available to the student, supervisors and host organisation to provide support as required. This may include developing the supervisor's capacity to coach and train the student.
2. If the Institute's contact person is made aware of any accident or incident they are required to ensure that the student and host organisation complete an incident form for the accident or incident that occurs within the workplace during the Work Placement.
3. Terminate the program immediately if there is any concern that the student's physical or emotional health and safety is placed at risk.

### After the placement

1. Provide the host organisation with an evaluation form or other method of giving feedback on the work placement program.
2. Send a letter or call the host organisation to thank them for hosting the student.
3. Keep an accurate record of the work placements and make sure that this is kept in student file as evidence.

# Mediation Institute Work Placement Agreement

## Student Responsibilities

### Before the placement

1. Be aware of the information in this agreement.
2. Participate in the work placement selection process used by Mediation Institute and the host organisation.
3. Provide accurate and timely information where requested to satisfy any host organisation or legislation requirements prior to commencing a work placement.
4. Advise Mediation Institute of any medical or other factors that may adversely affect personal health and safety or the health and safety of others while on placement.
5. Ensure all learning requirements while on placement are understood.
6. Understand all conditions of employment while on placement (including hours and clothing requirements etc.)
7. Provide your work placement organization with a copy of a recent Police Check, not more than 4 months old, and a current Working with Children card applicable in your state

### During the placement

1. Participate in an induction on the first day of the placement or as required and follow any safety or other protocols used within the workplace.
2. Follow the host organisation rules and follow all reasonable instructions of the organisation and their staff.
3. Be punctual, courteous and act in a manner appropriate to a workplace. For example, telephone the host organisation if you are going to be absent, preferably in advance, otherwise as early as possible.
4. Take responsibility for completing any assessment requirements set by Mediation Institute trainers/assessors, including gathering evidence of competence.
5. Comply with all legislative requirements of the host organisation. Such requirements may include occupational health and safety matters, maintaining confidentiality or privacy of personal information.
6. Comply with procedural requirements of the host organisation including signing confidentiality agreements and avoiding conflicts of interest.
7. Take reasonable care to protect your own health and safety and the health and safety of others in the workplace. This includes not consuming alcohol or drugs, which may constitute a risk to personal safety or the safety of others.
8. Report all incidents and accidents to the host organisation and to Mediation Institute as soon as possible after the event. A Mediation Institute incident form must be completed to document this, as well as any other reporting requirements of the host organisation.
9. Obtain all medical treatment deemed necessary by a medical practitioner if you are injured while on placement. Note that you are responsible for the cost of all medical expenses in respect of injuries unless negligence or other factors trigger an insurance claim.
10. If you are an employee and receive payment from the host organisation while on placement, you may be covered through your employment contract.

### After the Placement

1. Complete an evaluation form for the placement if requested to do so by Mediation Institute or the host organisation.
2. Write a letter of thanks to the host organisation for hosting the placement.

# Mediation Institute Work Placement Agreement

## Host Site and Supervisor Responsibilities

### Before the placement

1. In consultation with the Mediation Institute contact person, participate in an appropriate process for selecting students for placement.
2. Plan for the student's time in the workplace, including discussing the learning needs of the student with the student.
3. Notify the Mediation Institute contact person of any significant risks, restrictions or legislative requirements imposed in the work place so that the Institute is able to determine the appropriateness of the workplace for Work Placement purposes.
4. Complete and return to Mediation Institute a signed Work Placement Agreement for each student that will be conducting Work Placement within the host organisation's workplace.
5. Certify on the agreement that the workplace holds its own relevant public liability insurance cover and the company with which cover is maintained.

### During the placement

1. Ensure that the student receives an appropriate induction into the workplace, including tour of premises, introduction to work colleagues, identification and explanation of all OH&S requirements, confirmation of hours, duties, and reporting procedures.
2. Provide supervised workplace experiences as required by the students learning objectives identified in the workplace assessment documentation provided.
3. Provide a safe working environment where the student is:
  - a. Adequately supervised by the host organisation and their staff;
  - b. Fully informed of the risks associated with the work environment;
  - c. Safeguarded from injury or risks to health as employees are under relevant Occupational Health and Safety legislation.
4. Participate in the training and assessment processes as required and directed by the Mediation Institute. This will involve providing support and guidance in the development of specific skills and knowledge and providing support in the assessment process during scheduled supervision sessions.
5. Provide the student with ongoing feedback and complete any assessments honestly and accurately as required. The student has primary responsibility for documentation of the work during their placement and their workplace supervisors are required to initial to confirm and provide support and guidance. .
6. Understand that if the student is paid while on placement the student may be deemed to be an employee of the host organisation and may be covered by the host organisation's worker's compensation scheme.
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 the Mediation Institute contact person. Complete an incident report for any incident / accident on the form provided by the host organisation or Mediation Institute.
9. Verify all hours the student completes as part of the Work Placement via a student's Work Placement Log.

### After the Placement

1. Complete an evaluation of the work placement program to provide Mediation Institute with feedback on the Work Placement program and the student's outcomes.