

# Workplace Learning Guidelines 2004

Updated July 2008



**Government of South Australia**

Department of Education and  
Children's Services



Catholic Education  
SOUTH AUSTRALIA

A I S S A



ASSOCIATION of  
INDEPENDENT  
SCHOOLS of SA

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## Foreword

Students are benefiting from the partnerships established between industry, enterprises, unions and schools to better prepare our young people for the world of work. These partnerships are based on the application of learning within and about the workplace. The *Workplace Learning Guidelines* have been revised and updated to support and protect all those involved in delivering workplace learning programs.

This publication is divided into four sections:

- Section A: the conditions under which work placement will occur.
- Section B: the insurance cover for workplace learning activities.
- Section C: extracts from legislation and policies to use as a reference and a resource for the training of staff and students.
- Appendices: a range of forms, checklists, brochures and policies to assist schools in their organisation of work placement programs.

A resource list has been developed in conjunction with these guidelines and will provide access to information for teachers involved in work placement programs and the student orientation program.

The guidelines provide the basis for workplace learning for all South Australian students in both government and non-government schools and are the result of consultation with the three school sectors, unions and industry.

These *Workplace Learning Guidelines 2004* supersede all previous revisions and updates of the *1983 Work Experience Guidelines*. It will serve as the sole authoritative document on the planning and conduct of workplace learning programs in all South Australian schools.

## Introduction

The world for young people today is very different from the one their parents knew when they were young. Life is complex and change is rapid. There has been significant change both at the local and national levels in addressing young people's needs and in the implementation of an effective national approach to youth transitions which requires the collaboration of a range of key stakeholders and their acceptance of a range of responsibilities.

The Ministerial Council on Education, Employment, Training and Youth Affairs in 1999 set out a vision through the '*National Goals for Schooling in the Twenty-First Century*', which included:

- *further strengthening schools as learning communities where teachers, students and their families work in partnership with business, industry and the wider community*
- *students having employment related skills and an understanding of the work environment, career options and pathways as a foundation for, and positive attitudes towards, vocational education and training, further education, employment and lifelong learning.*

MCEETYA Adelaide Declaration April 1999

Workplace learning programs play an important role in providing students with access to the work environment and schools have developed local partnerships and strategic alliances with business and industry to ensure a range of opportunities are available to young people.

Students engaged in learning in the workplace can gain first hand knowledge of the nature of the work force with their experiences integrated into the curriculum in the senior secondary years of schooling.

Schools are developing programs which:

- promote equal access to work placement for all students
- challenge students' perceptions of paid and unpaid work and the nature of work
- are adaptable to the changing nature of the youth labour market
- help develop positive attitudes to lifelong learning and skill development
- provide opportunities for students to learn about effective citizenship
- support the application of essential skills and understandings in the workplace
- provide opportunities for students to develop employability skills related to enterprise
- encourage students to develop industry related competencies
- enable students to explore potential career choices and pathways.

Designing and delivering programs which support workplace learning requires the collaboration of employers, teachers and students. The key elements include:

- establishing a partnership between the teacher, the workplace provider and the student
- ensuring the student placement is assessed as part of the recognised school curriculum
- ensuring the student has opportunities to develop and demonstrate work related skills and competencies
- providing work placement and assessment within the worksite.

These guidelines provide the basis for workplace learning programs for all eligible South Australian students when they are visiting a worksite and not under direct supervision of a teacher.

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# SECTION A

## Conditions



## SECTION A - CONDITIONS

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## 1. Definitions of work placements

The *Workplace Learning Guidelines 2004* are designed for students who undertake a work placement program at a worksite **without the direct supervision of a teacher**:

- and are 15 years or older
- as part of their formal education in which their role is that of a learner, not an employee
- through a formal arrangement between parents/caregivers, the student, school and employer
- and receive no payment for this planned time in the workplace.

Workplace learning **does not include** activities:

- under a Contract of Training (eg a school-based New Apprenticeship)
- involving any payment or gift for work completed
- incorporating any job trial
- involving students undertaking school activities off campus (eg Enterprise or Vocational Learning).

### *Types of Work Placements*

Students can be involved in work placements in two ways:-

#### **a) Structured workplace learning**

The definition for Structured Workplace Learning in VET in Schools adopted by the VET in Schools Working Group of the MCEETYA Transition for Schools Taskforce is:

*Structured Workplace Learning is considered to be a VET in Schools program/course component situated within a real or simulated workplace, providing supervised learning activities contributing to an assessment of competency and achievement of outcomes relevant to the requirements of a particular Training Package or other AQF VET qualification* (Taskforce minutes 6/7/04)

All **structured workplace learning placements** must involve:

- The unpaid participation by a student:
  - in the activities of a place of work or a non-profit organisation
  - for limited periods, as outlined in Section A6 (a) & (b).
- The integration into the curriculum of workplace learning and assessment activities that are linked to the school and/or vocational education and training (VET) curriculum and/or the South Australian Certificate of Education (SACE) with these outcomes recorded and reported accordingly.
- The discussion in the school of matters relevant to the activity, leading to a consideration of the wider context of the world of work, and/or planning for future career pathways.
- An integral link to the VET program that the students are undertaking. This program may be provided wholly on the job, by a teacher or trainer in a school, or by another registered training organisation.
- Structured on-the-job training essential for the development and assessment of competencies. The competencies to be learnt and assessed (as specified in the relevant Training Package) are negotiated between the school, the student and the employer.

#### **b) Work experience**

This includes work shadowing, work observation, community service and research in the workplace.

All **Work Experience placements** must involve:

- The unpaid participation by a student:
  - in the activities of a place of work or a non-profit organisation
  - for limited periods, as outlined in Section A6 (a) & (b).
- The discussion in the school of matters relevant to the activity, leading to a consideration of the wider context of the world of work, and/or planning for future career pathways.

and/or

- The integration into the curriculum of workplace learning and assessment activities that are linked to the school curriculum and/or the South Australian Certificate of Education.

## 2. Essential training before work placements

**Prior to participating in their first work placement,** schools must ensure students undertake an appropriate orientation program that deals with relevant issues from the following legislation:

- Occupational Health, Safety and Welfare Act, 1986 (or as amended from time to time)
- Equal Opportunity Act, 1984 (or as amended from time to time)
- Children's Protection Act 1993 (or as amended from time to time).

The program should make students aware of:

- a) their role, responsibilities and rights related to OHS&W in the workplace
- b) insurance arrangements and implications
- c) the procedure to be followed if they experience bullying, teasing, violence, sexual harassment, alcohol or drug abuse, or any other issue that makes them feel unsafe or uncomfortable, and organizations that can support them
- d) any other specific requirements of the workplace provider  
eg industrial safety issues or student responsibilities when working with young children, aged persons or people with disabilities.

Adequate time should be allocated to cover these topics effectively (suggested minimum of 3 – 4 hours).

Schools should keep records of all students who have successfully completed this orientation program and may choose to use the optional 'Statement of Completion' provided in Appendix 4.

Before and after the placement there should be discussion of matters relating to the experiences in the workplace. This discussion should ensure students give wider consideration to the world of work and their planning of future career pathways.

## 3. Prohibited work placements

Students must not be placed in any work placement program where there is reason to believe that:

- (a) the student will not be adequately supervised by the workplace provider. Some work environments can provide potentially dangerous work placements, particularly for students with little relevant experience relating to the industry and where the work placement does not include essential training and adherence to occupational health and safety legislation/laws relevant to that industry.
- (b) hazardous substances are used, or hazards exist, which may present unacceptable risks given the student's age, competence or maturity. In situations where students may encounter hazardous substances, the level of risk is determined by the extent to which hazard management systems are evident in the workplace. (hazardous substances include those having the potential risk of causing infection and illness from the workplace including zoonosis infections or illness.)
- (c) the work situation is not free from harassment, including sexual and racial harassment and unlawful discrimination.
- (d) the placement is with a work placement provider who does not hold:
  - a public liability policy
  - protection and indemnity insurance
  - a self-funding insurance arrangement, which some large corporations, statutory authorities and government departments and instrumentalities hold.
- (e) the student will be delivering and selling newspapers and/or the collecting of monies from such sales.
- (f) the student will be delivering unofficial mail, and/or letterboxing.
- (g) the student will be door-to-door selling.
- (h) the student will be involved in the erection, alteration or demolition of buildings higher than ten (10) metres.
- (i) the work situation will require a student to operate a motorcycle or be a pillion passenger outside of the work placement provider's property.

- (j) the student (under the age of 18 years) will be required to serve liquor. Students 18 years and over may not serve liquor if they are:
  - required to work after midnight
  - not under constant supervision.
- (k) the placement will include activities prohibited in the Department for Education and Children's Services (DECS) *Guidelines for Excursions, Camps and Activities* or under equivalent non-government school policies.
- (l) the workplace is involved in current industrial action.
- (m) the work situation will require a student to operate an aeroplane.
- (n) the work placement will be outside reasonable hours for that occupation.
- (o) the workplace has the potential to exploit students (eg job trials).
- (p) the provider is insisting on using a waiver to bypass insurance obligations.
- (q) the provider is requesting more than one (1) work placement student for every three (3) full-time employees (or their equivalent).
- (r) the student is being used to replace an existing worker.

Government schools unsure of the suitability of a particular work placement should check with DECS Legislation and Legal Services. Non-government schools should contact their respective sectors.

## 4. Procedures for approving work placements

### (a) Program approvals for schools

The principal of the school must approve all work placements. Since insurance arrangements are contingent upon observance of these guidelines, principals must be satisfied that the school's work placement program is planned and conducted accordingly. Refer to Principals Responsibilities in section A9(c) of this document.

In addition, if the work placement is to involve intra or interstate travel, current DECS or non-governmental school procedures for approval must be followed. Refer to section B4 (a, b) of this document.

Schools are expected to organise and implement their work placement programs to provide equal opportunity to all students and to provide counselling and support for students who undertake workplace learning. As the provider of an educational service, it is the school's responsibility to support students in gaining equal access to work placements with respect to gender, race, age, impairment, pregnancy, marital status and sexuality.

It is also the school's responsibility to support students with disabilities in gaining access to work placements within the student's capacity.

Harassment of a student in the workplace is made unlawful by Section 87 of the Equal Opportunity Act, 1984 (Section C, part 2). School responsibilities and procedures to deal with sexual and racist harassment complaints and child abuse reports are outlined in the appendix, parts 5 and 6, of this document

### (b) Workplace Learning Agreement Form

All work placements must be documented in advance, using the *Workplace Learning Agreement Form* (ED 258) in Appendix 2 and on school sector websites. No additions or deletions shall be made to the text in this form. However, schools may include their school logo and address if required.

The *Workplace Learning Agreement Form* must be used for all placements described in Section A1 – *Definitions*.

If there is a possibility a student may be involved in travel on an aeroplane or other vehicle/craft or involved in any other high-risk activity while on work placement, the procedures outlined in Section B 4 & 5 must be adhered to.

Schools, workplace providers or parents/caregivers who need assistance in a language other than English may find the range of translations of the *Workplace Learning Agreement Form* provided in Appendix 8 a useful resource.

### (c) Workplace visits and activities

Workplace visits and activities are usually organised as excursions unless they meet the definitions for work placement (Section A1). Workplace visits and activities **without direct teacher supervision** may be organised using the *Workplace Learning Agreement Form*. These visits and activities may involve groups of students or individual students and are teacher directed. The activities and tasks performed are negotiated with the industry, employer or community organisation being visited and include a range of community-based activities, including community service.

Procedures to be followed in these circumstances include meeting the standard requirements set out in these guidelines including age restrictions and the orientation program for students.

### (d) Work placements in other schools

Some secondary school students may wish to undertake work placement in a school. This could include work placement in a pre-school, junior primary, primary, high, area, rural, Aboriginal or special schools.

Before placement in a government school, the work placement coordinator:

- fills out the *Workplace Learning Agreement Form* in the normal way and
- in the 'work placement provider' section, deletes the first signature line about holding public liability insurance or protection and indemnity insurance, and leaves the second statement *...stands its own risk in terms of public liability*.

The form is then sent to the 'host' school, requesting that the principal of that school sign the form as the work placement provider.

If the student is going on work placement to a non-government school, the *Workplace Learning Agreement Form* is signed by both the home school principal and the school offering the worksite for the work placement.

**(e) Students with disabilities** Increasingly schools utilise Disability Employment Agencies (DEAs) and other organisations to provide support for students with disabilities who are involved in work placements. Agencies outside education have their own guidelines and policies which, if followed, may conflict with or breach school policies in relation to work placements.

Regardless of whether students with disabilities are supported by external agencies or not, they are not exempted from the school procedures outlined in these guidelines. The procedures outlined are consistent with principals' duty of care obligations. In the case of work placements for students with disabilities this includes:

- arrangements for student participation in work placements being negotiated through the Negotiated Education Plan (NEP) process
- ensuring students with disabilities receive appropriate training on occupation, health and safety issues, workers' rights, harassment and protective behaviour, before starting the placement
- ensuring teachers make contact with students on work placements as an extension of the teacher's role in the classroom
- the principal ensuring any agency working with students with disabilities is properly credentialed and that support personnel are appropriate for the specific needs of the student
- where work placements exceed the recommended limit of 10 days per term as outlined in these guidelines, under special circumstances principals can approve longer placements where there are significant educational outcomes for students.

Students with disabilities are not to be placed in a worksite through a job trialling arrangement. Job trialling does not meet the guidelines agreed by schools, employers and unions and is a prohibited work placement activity.

## **(f) Work placements requiring accommodation away from home**

Schools with students attending work placements requiring accommodation away from home should confirm the accommodation arrangements with parents/caregivers prior to the placement.

Teachers who coordinate these types of placements for students (eg country students travelling to a city placement, placements on rural stations or in isolated situations) should negotiate a predetermined series of times when the student will be available to be contacted by them.

## **(g) Interstate work placement arrangements for South Australian students**

Students are encouraged to find work placements in their own state or territory. Interstate work placement may be arranged only as a last resort ie in the judgement of the school principal, no suitable local placement exists and/or where there are special educational reasons for making such an arrangement.

Schools will arrange completion of the *South Australian Workplace Learning Agreement Form* (except for Victoria – see below). A copy of the form will be made available to all parties and the original filed by the South Australian school in accordance with record retention requirements.

The insurance arrangements that apply for local placements also apply for interstate placements although some non-government schools may need to check that their insurance covers their students Australia wide.

### ***For Qld, Tasmania, WA, ACT & NT***

Schools are to use the *South Australian Workplace Learning Agreement Form* as above.

### ***For NSW only***

Schools are to use the *South Australian Workplace Learning Agreement Form* as above. South Australian students must observe the conditions that apply to students in NSW. NSW has requested that no placements occur in the NSW school holidays.

### ***For Victoria only***

Victoria and South Australia have negotiated reciprocal arrangements. These arrangements are in place for students enrolled in "border" schools (or for special circumstances, as above) and provide the opportunity for students to participate in a workplace in South Australia or Victoria.

The process for workplace learning arrangements (work experience and structured workplace learning) to occur in Victoria is as follows:

- SA schools are required to use the Victorian *Work Experience Arrangement Form* or *Structured Workplace Learning Form*, as employers are required to pay students for work placements in Victoria.  
(A copy is available at <http://www.sofweb.vic.edu.au/voced>)
- Victorian schools are required to use the *South Australian Workplace Learning Agreement Form* as no payment can occur for work placements in SA.
- Because Victoria pays the student, this form needs to be checked for compliance with the legislation and a copy kept on file in Victoria. Schools are to forward a copy of the completed Victorian *Work Experience Arrangement Form* to:  
Post-Compulsory Pathways Branch, Office of Learning and Teaching,  
Department of Education & Training. GPO Box 4367, Melbourne, 3001

The reciprocal agreement, reached between South Australian and Victorian Ministers of Education:

- Allows 500 students from each State to cross the border for workplace learning each year.
- Permits students to undertake the workplace learning according to the law and procedures operating in the State in which the employer's business is located.

### **General rules governing workplace learning arrangements in Victoria**

- a) All placements with Victorian employers by students enrolled in South Australian schools must be done according to the Education (Workplace Learning) Act (2003, as amended).
- b) The Act states that an arrangement for the placement must be made between the principal, the employer, the parent and the student. The official *Victorian Work Experience Arrangement* or *Structured Workplace Learning Form* must be used for this purpose.
- c) All employers must pay the work placement student \$5.00 per day minimum. This is a condition of the Victorian Act. However:
  - when the employing organisation is an educational, charitable or community welfare service not conducted for profit, the student and the parent can agree to state *Rate of Payment — \$5.00 per day minimum — to be donated back*.
  - a department of the Commonwealth Government or a body established pursuant to a Commonwealth Act that employs a pupil pursuant to an arrangement is not required to make any payment to the pupil.
- d) The following general rules for Victorian 'Work Experience' are set out in the Victorian legislation:
  - the student must be over 14 years of age
  - the maximum of 10 days per term for work experience pupils can be increased to 15 days a term at the principal's discretion so long as the total number of days does not exceed 40 days per annum
  - the student will not be allowed to commence work experience until they have completed the general and the industry module relevant to the work experience they wish to undertake. This training will be valid for 12 months and is available online at <http://www.sofweb.vic.edu.au/safe@work> or on the safe@work CD.
  - an arrangement cannot be made for a pupil under the age of 15 years unless a criminal records check has been provided by the employer and any other person who will have direct supervision or control of the pupil unless that other person is directly supervised by another person
  - placements must be within the first day of the school year and the last day of the school year; i.e. not during summer vacation
  - placement in Victoria is regulated by the Child Employment Act , Industrial Health, Welfare and Safety Act and the Accident Compensation Act.
- e) The following general rules for Victorian 'Structured Workplace Learning' are set out in the Victorian legislation.
  - The pupil has to undertake the accredited occupational health and safety training relevant to the workplace where he or she will be employed before commencing their placement.

## **5. Age of students to which the guidelines apply**

### **(a) Minimum age limit**

Students must be **15 years** or older before participating in a formal work placement program with the following exception:-

**Students aged 14 years** should not be encouraged or permitted to participate in work placement unless it can be established to the principal's satisfaction that the student will derive measurable benefits from the placement. Some groups of students, such as those at risk of leaving school or students with a disability, could benefit from being involved in work placement at 14 years of age.

Endorsement by school principals is essential in these cases and their specific approval is to be noted in Section D of the *Workplace Learning Agreement Form*. Great care is required with such placements to ensure that both the student and the work placement provider are supported at all times.

**Students under the age of 14 years** must not participate in work placement programs as defined by these guidelines (refer Section A1).



### **(b) Students aged 18 or more**

Teachers have a duty of care for all students. The level of duty of care in relation to work placement may vary for students over the age of 18. Teachers are required to take reasonable care to protect students from the foreseeable risk of injury or illness. This standard of care varies according to the age and capacity of the students.

Adult students are not required to have parental consent but sign for themselves. The principal must still provide the final signature of approval.

## **6. Frequency and tenure of work placements**

Workplace learning programs operate on the clear understanding that these work placements will not result in the work placement provider reducing the number of persons that they employ or the hours that employees work.

### **(a) Structured workplace learning (see definitions - Section A1)**

Students undertaking Structured Workplace Learning (SWL) placements with a provider should not exceed 240 hours per year, and must involve:

- negotiated and agreed on-the-job training
- structured assessment which supports the development of competencies
- articulation with the relevant National Training Package or accredited VET/Industry course
- integration of on-the-job and off-the job-training/learning.

It is preferable that each of the SWL placements be with a different work placement provider. However, in some cases during the course of a year, where it is directly linked to the educational interests of the students, they may be involved in additional hours of Structured Workplace Learning over the 240 hour maximum and may need to access the same employer.

### **(b) Work experience (see definitions - Section A1)**

In this context, principals should ensure that work experience undertaken by students is planned to cover a broad range of opportunities as follows:

- A student must not be engaged in work experience for more than 40 days per year or for more than the equivalent of 240 hours
- Each student must not exceed the equivalent of 10 school days per term at one work site, in the same occupational area
- A student must not be placed in the same occupational area, with the same work placement provider, more than once per year
- There should be no more than one (1) work experience student for every three (3) full-time employees (or their equivalent)
- The placement of students with parents/caregivers is not recommended.

At the discretion of the principal, the number of days per term and/or year may be extended or the ratio of students to employees varied, where it is in the educational interests of the student. However, the general principle to be observed is that students will not in any way take the place of paid employees. This will mean that, except in the case of extension of the placement, students will move from placement to placement and will not remain on one placement in the same occupational area for longer than the recommended period.

Any request to vary the agreed hours of work experience must be negotiated between the parent/caregiver, teacher, work experience provider and student and not by the work experience provider and student alone. Any alterations to the frequency and tenure recorded on the *Workplace Learning Agreement Form* should be noted on the form and signed by the principal.

### **(c) During school holidays**

Schools must determine their own policy on workplace learning activities during school holidays. The involvement of their staff must be considered carefully and be in line with current industrial conditions and entitlements.

Work placements are permitted during the school holidays only where the principal and the visiting teacher responsible for the work placement **both agree** to the placement and can guarantee that adequate supervision can be provided by the principal or a staff member, and that duty of care requirements will be met.



The duty of care that teachers afford their students applies regardless of whether the placement is conducted during the school term or during the school holidays. Students must be visited or contacted by telephone at least once while on location during each placement, even when the placement is conducted during the holidays. In addition, students should have access to a teacher throughout the placement, for example through knowing a teacher's name and telephone number.

Non-government schools should confirm that insurance provisions appropriate to work placements apply during school holidays.

## 7. Payment of students

Students engaged in work placements must not be paid or receive a material reward. (Victorian work-placements excepted – refer to Section A4(g) of this document. All insurance, legal and industrial arrangements in relation to work placements exist on the understanding that an employer/employee relationship **is not** established.

It is in the work placement provider's interest not to create an employment relationship because if the student causes loss or damage as a result of his/her actions, then any subsequent civil action could result in the work placement provider being held to be vicariously liable under the provisions of the Wrongs Act.

**Job trialling** does not meet the guidelines agreed by school, employers and unions. It is therefore a prohibited work placement activity.

## 8. Duty of care

Every teacher/staff member has a 'duty of care' towards every student under their supervision. Their duty is to take reasonable care to protect the student from foreseeable risk of injury.

In the context of workplace learning, this can be taken to mean that teachers/staff members and schools should take reasonable steps to ensure that students are not placed in a work situation which may pose a risk due to factors which include the student's age, gender, capacity or maturity or through the working conditions.

**While there is no requirement for a principal or teacher/staff member to declare a workplace as being 'safe', they still have a duty of care to ensure that the student is not placed in a position of potential harm.**

Schools need to match closely the work placement with the needs and capabilities of the student. Some students are not suited to certain working conditions and some students (eg students with disabilities) require additional arrangements to ensure that duty of care is fulfilled.

If the school has information that a work site may be unsafe in relation to a particular student, then the student should not be placed there. If the school has such knowledge, it has an obligation to act on that knowledge and consult with the work placement provider to check the validity of the information.

### (a) Visiting/contacting the work site

Personal visits by teachers to worksites are encouraged and are an indication that the industry's contribution to the work placement program is appreciated. Visiting teachers can also gain a better understanding of current work practices, observe the use of modern technology in a worksite and appreciate the range of workplace experiences undertaken by students.

**Teachers are not required to inspect the worksite before each student commences his/her work placement.**

**However they are required to liaise with the workplace prior to a placement.**

**Furthermore, schools must ensure that a teacher/staff member visits the student personally or makes direct telephone contact with the student at least once during a work placement.**

This requirement is part of the duty of care and *cannot be discharged* to a non-DECS/non-school employee. Such a visit or contact should include liaison with the workplace provider/worksite manager.

The visits also help to support school-industry partnerships. However, teachers should ensure that they meet all safety requirements of the workplace they are visiting, including the wearing of any personal protective equipment, as directed by the worksite management.

## **(b) Safety**

Work placements are regarded as a school activity and therefore, a teacher and student relationship applies throughout the term of placement.

Apart from their responsibilities to employees, **employers, occupiers of workplaces and owners of buildings have a statutory obligation**, under the provisions of the Occupational Health, Safety and Welfare Act, to take reasonable care to avoid adversely affecting the health or safety of any other persons through an act or omission at the work site. This responsibility includes students on work placements.

**The onus for ensuring that the workplace is safe lies with the work placement provider, under the Occupational Health, Safety and Welfare Act, 1986.**

The work placement provider has this responsibility for work placement students, just as he/she has for his/her employees. There is no requirement for a principal or a teacher to declare a workplace as being 'safe'.

In addition, prior to student placement in a work situation previously not used by the school, or where changed circumstances are known to apply, work placement coordinators must consult with the work placement provider and, if they agree, with the work site's Occupational Health, Safety And Welfare representative. The purpose of this consultation is to ensure the student will be adequately supervised, the placement is appropriate for the student's age, maturity and skill level, and that OHS&W policies, procedures, training and management systems are in place to manage hazards. Refer to Appendix 2 'Checklist for Schools'.

## **(c) Equal opportunity**

Prior to placing students in the workplace **teachers must take reasonable steps to determine these working conditions are free from harassment and unlawful discrimination**. Under the Federal and State equal opportunity laws discrimination on the grounds of a person's age, race, impairment, pregnancy, sexuality or marital status is unlawful. Sexual harassment is also unlawful under the Commonwealth Sex Discrimination Act, 1984 and the Equal Opportunity Act (SA, 1984).

Ways in which teachers may fulfil this requirement include:

- consulting with the work placement provider and explaining that a student is placed in a work situation on the assumption that the work site is free from sexual and racist harassment and discrimination
- ensuring that, prior to placement, all students have participated in a program as outlined in Section A2 which incorporates discussion of sexual and racist harassment in the workplace
- ensuring that all students have a contact person and phone number to use if they feel unsafe, sexually and/or racially harassed; this is particularly important for Aboriginal students, girls, students from non-English speaking backgrounds and students with a disability
- ensuring the contact person is familiar with *Sexual Harassment Grievance Procedures* and *Racist Discrimination and Harassment Grievance Procedures*. Refer to extracts listed in Section C of this document.
- ensuring that the work placement provider signs the *Workplace Learning Agreement Form*, which includes their assurance that the workplace is non-discriminatory and harassment free, and that they have met their obligations under the Occupational Health, Safety and Welfare Act.

**By ensuring the above steps are taken, the duty of care provisions are met.**

## 9. Outline of responsibilities

### (a) Department for Education and Children's Services

**DECS** should:

- maintain the workplace learning guidelines
- communicate any changes to the guidelines to schools through the principal
- ensure DECS employees comply with both the worksite and DECS OHS&W policy and procedures when visiting students
- liaise with government schools over any issues related to interstate placements
- respond to enquiries from schools, parents/caregivers and work placement providers
- process accident/incident reports in accordance with Departmental guidelines concerning accidents/incidents.

### (b) Catholic Education (SA) and Association of Independent Schools (SA)

**These organisations** should:

- maintain the workplace learning guidelines
- ensure that each school is aware of any changes to guidelines
- liaise with non-government schools over any issues related to interstate placements
- respond to enquiries from schools, parents/caregivers and work placement providers.

### (c) School principals

**Principals** are responsible for:

- ensuring the guidelines are implemented by their school. (See Appendix 1 Checklist for Schools in this document).
- ensuring the work placement coordinator in each school is informed and implement any changes to the guidelines
- ensuring staff comply with schooling sector and worksite OHS&W policies and procedures when visiting students
- approving special work placements for students aged 14 years
- signing (or delegating the signing) of the Workplace Learning Agreement Form.

### (d) School teachers

**Teachers** coordinating work placements are responsible for ensuring that all students participate in an appropriate **orientation program** that deals with relevant issues from the following legislation **prior to their first work placement**:

- Occupational Health, Safety and Welfare Act, 1986 (or as amended from time to time)
- Equal Opportunity Act, 1984 (or as amended from time to time)
- Children's Protection Act 1993 (or as amended from time to time)

The program should make students aware of:

- a) their role, responsibilities and rights related to OHS&W in the workplace
- b) insurance arrangements and implications
- c) the procedure to be followed if they experience bullying, teasing, violence, sexual harassment, alcohol or drug abuse, or any other issue that makes them feel unsafe or uncomfortable, and organizations that can support them.
- d) any other specific requirements of the workplace provider  
eg industrial safety issues or student responsibilities when working with young children, aged persons or people with disabilities.

**Teachers** are also responsible for ensuring:-

- **the *Workplace Learning Agreement Form* is completed and signed by all parties and copies are provided to the student and the workplace provider prior to work placement**
- they have a full understanding of the insurance obligations of both the employer and the school/department (refer to information provided in Section B)
- specific tasks and/or competencies are negotiated and recorded by the student, school and work placement provider before the placement occurs
- negotiated outcomes are recorded and able to be reported on, with agreed assessment linked to the school and/or relevant VET program or training package
- written permission is obtained from the school principal for students aged 14 years. Refer to Section A 5(a) and note specific wording in Section D of the *Workplace Learning Agreement Form*.
- a staff member attends or contacts the worksite at least once to monitor student progress. Specific awareness and compliance with schooling sector and worksite OHS&W policies and procedures is necessary when visiting students.
- for situations where another school/group organises the work placement on their behalf, the principal at the school at which the student is enrolled signs the *Workplace Learning Agreement Form* which is then held and stored by that school as per standard practice. Home school teachers/staff members cannot discharge their duty of care and hence must also visit/contact the student whilst on work placement. Refer to Section A8(a) of this document.

### **(e) Schools**

**Schools** are responsible for:

- Keeping on file all documentation relating to work placement. Refer to Section A12 - Retention of Records in this document.
- Sending information about the school's work placement program to parents/caregivers. This information should be provided in an easily understood form. Refer to brochure provided in Appendix 7.
- Sending information about work placement to all workplace providers. This information should be provided in an easily understood form. Refer to brochure provided in Appendix 8.

Parents/caregivers who need assistance in a language other than English may find the range of translations of the *Workplace Learning Agreement Form* provided in Appendix 9 a useful resource. Further assistance from interpreters can be gained from the Interpreting & Translation Centre listed in the business section of the white pages directory.

**Government and Catholic Education Schools** are responsible for:

- Noting the employer preference for permitting notification of a work placement to SA Unions as indicated in section C2 on the *Workplace Learning Agreement Form*.
- Sending the information approved by the employer about a student undertaking a work placement to the SA Unions at least one week before the commencement of the program.

This information will include:

- the number of students at each workplace provider
- the date(s) of the placement
- the workplace provider's business name
- the workplace provider's business location

Schools may use the proforma '*Notification to SA Unions*' in Appendix 9. This proforma may also be able to be printed directly from EDSAS or school administrative system.

The SA Unions will notify the school Work Placement Organiser at least **three working days** prior to the commencement of a work placement by email, phone or fax should a particular worksite be of concern and arrangements can then be made for an alternative placement.

This notification provides the SA Unions with information to assist in following up complaints by the student, the work placement provider or the school, and ensures that both the student and the existing workers in the workplace are not exploited or disadvantaged.

### **Independent schools**

Notification to the SA Unions, as outlined above, is not a requirement for independent schools.

### **(f) Students**

**Prior to commencing their first work placement**, students must participate in an appropriate orientation program that deals with relevant issues from the following legislation:

- Occupational Health, Safety and Welfare Act, 1986 (or as amended from time to time)
- Equal Opportunity Act, 1984 (or as amended from time to time)
- Children's Protection Act 1993 (or as amended from time to time)

The program should make students aware of:

- a) their role, responsibilities and rights related to OHS&W in the workplace
- b) insurance arrangements and implications
- c) the procedure to be followed if they experience bullying, teasing, violence, sexual harassment, alcohol or drug abuse, or any other issue that makes them feel unsafe or uncomfortable, and organizations that can support them.
- d) any other specific requirements of the workplace provider  
eg industrial safety issues or student responsibilities when working with young children, aged persons or people with disabilities.

On work placements, students must:

- at all times comply with reasonable directions given by the work placement providers and not transgress from standard, expected behaviour.
- ensure employers are notified of any special medical conditions that may affect the work placement by including any relevant information in the space provided on the *Workplace Learning Agreement Form*.

### **(g) Work placement providers**

Under the OHS&W Act and EO Act, the work placement provider has a duty of care for all those in the workplace, including students on work experience and in structured work placements.

Work placement providers are responsible for:

- ensuring they have a copy of the completed and signed *Workplace Learning Agreement Form* prior to the commencement of the placement
- ensuring they conduct a site-specific induction for the student on commencement of the work placement
- taking all reasonable steps to protect the student from inappropriate behaviour such as teasing, bullying, sexual harassment, initiations etc
- reporting any accident, incident or inappropriate behaviour to the relevant authority (where appropriate) and to the school principal or designated school contact person as the school holds the primary 'Duty of Care' in this situation
- ensuring specific tasks and responsibilities are negotiated and recorded with the student and school before any placement occurs
- ensuring negotiated outcomes are recorded and reported on by personnel in the workplace; any agreed assessment will be linked to the school and/or relevant VET program or industry training package
- advising shop stewards, union representatives (where applicable) of the presence of work placement students at the workplace
- advising OHS&W representatives of the presence of work placement students at the workplace

- understanding students may be required to complete written tasks related to this placement as part of their educational requirements.

### **(h) Parents/Caregivers**

Parents/Caregivers are responsible for:

- ensuring the safe conduct of the work placement student and for any necessary travel arrangements and accommodation, particularly if the placement is away from home.
- providing their consent for the work placement by signing their section of the *Workplace Learning Agreement Form*

### **(i) Students over the age of 18, and/or students who live independently**

Students over the age of 18, and/or students who live independently (those receiving Youth Allowance, **or** those the school recognises as being responsible for their own education and living arrangements) are responsible for:

- their own safe conduct while on work placement, including travel arrangements and accommodation
- providing their consent for the work placement by signing their section of the Workplace Learning Agreement Form

## **10. Industrial issues**

### **(a) Notification to the SA Unions**

**Government and Catholic Education Schools** are required to:

- Note the employer preference for permitting notification of a work placement to SA Unions as indicated in section C2 on the *Workplace Learning Agreement Form*.
- Send the information approved by the employer about a student undertaking a work placement to the SA Unions as outlined in Section A9 (e). Unions have a commitment to the provision of appropriate work placement for young people and see it as their responsibility to monitor and help resolve:
  - placements in unsafe or restricted work environments
  - unscrupulous or illegal work practices
  - inappropriate personnel practices.

### **Independent Schools**

Notification to the SA Unions, as outlined above, is not a requirement for independent schools.

### **(b) Notification to shop stewards**

It is recommended that participating work placement providers advise shop stewards or union representatives of the presence of work placement students at the workplace.

### **(c) Industrial disputes**

If industrial action occurs in the workplace, the following arrangements must be observed:

- students are not to be involved in industrial disputation
- students are not to be used to further the work placement provider's advantage
- students are not to be used to take the place of striking workers
- the school should be notified of individual stoppages of more than two hours and the student asked to return to school.

### **(d) Further information**

Further information on industrial issues can be obtained from the SA Unions.

## **11. Teacher travel to work placements**

### **(a) Government schools**

Teachers who supervise work placement students are not required to use their own vehicle. Those who choose to use their own car must obtain prior approval from their principal before the journey is



commenced. This should be done by completing the form ED 008. The principal should sign on the line marked 'Project Manager' and the duplicate copy retained in the school. Approvals may be given for a specific journey or a specific period (not beyond December 31 of the current year).

DECS *Administrative Instructions and Guidelines*, Section 1, Par 125.1.1, indicates: *Principals are permitted to approve the use of private vehicles for school purposes and to authorise reimbursement of expenses from school funds.*

Teachers need to have a minimum Third Party Property Insurance cover on their vehicles: refer *Administrative Instructions and Guidelines*, Section 1, Par 125. If teachers have to pay a higher premium as a result of notifying their insurer they are going to use their car for business purposes, they can seek reimbursement from their school. Refer to *Administrative Instructions and Guidelines*, Section 1, Par 125.1.2. Neither the school nor the Department is required to reimburse owners of private vehicles for any out of pocket expenses a teacher may incur in the event of an accident.

Any injury to a teacher that occurs on authorised travel between school and a worksite will be covered according to the current Workers Compensation legislation.

To claim reimbursement of teacher travel to visit students on work placement, an ED 623A form is filled in and signed by the principal (on the line marked 'supervisor') and lodged with the school, for payment from school funds.

Rates payable for approved use are in accordance with the rates in Determination No. 6, published by the Commissioner for Public Employment.

Alternatively, teachers may wish to claim travel expenses as a tax deduction.

### **(b) Non-government schools**

Travel arrangements and reimbursement to teachers in non-government schools are the responsibility of individual schools.

## **12. Retention of records**

There may be a need to obtain information to review insurance cover and assess the risk potential of work placement programs. Therefore, it is important that schools maintain records that will allow identification of the type and frequency of work placements that occur, together with the number of participating students.

The completed *Workplace Learning Agreement Form* (and *Maritime Workplace Learning Agreement Form*, if applicable) is/are to be held in the school and stored appropriately to meet retention of records requirements. The retention of these specific records may not match the time span required for students' personal files and hence may require special, separate filing as outlined below:

**DECS schools** are asked to refer to the *Administrative Instructions and Guidelines*, Section 1, Par 138.3.3.

- *the records must be kept for 7 years after the student has attained 18 years of age or, in the case of adult students, 7 years after completion of a work placement.*

**Non-government schools** are also required to follow the requirements of the relevant state regulation referring to 'Retention of Records'.

# SECTION B

## INSURANCE and CLAIMS



## SECTION B -INSURANCE

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## 1. Students' Personal Accident Cover

Students undertaking work placement must be covered by personal accident insurance as detailed below.

### (a) Government schools

All work placement students enrolled in government schools are covered for the duration of approved placements, as recorded on the *Workplace Learning Agreement Form*, by a personal accident insurance scheme which is funded and administered by the Department for Education and Children's Services (DECS).

Students who sustain personal injury attributable to direct or indirect, serious or wilful misconduct on their part, may not receive payment under DECS self-insurance arrangements.

### (b) Non-government schools

All work placement students enrolled in non-government schools must be covered for the duration of approved placements, as recorded on the *Workplace Learning Agreement Form*, by personal accident insurance policies **arranged annually by the school** on behalf of all participating students and specially tailored for work placements.

Students who sustain personal injury attributable to direct or indirect, serious or wilful misconduct on their part, may not be eligible for payment under the school's insurance arrangements.

### (c) Coverage

Government and non-government insurance schemes must cover students undertaking work placement against personal injury and provide benefits within the following ranges:

- (i) **Death benefit: \$30 000 in the case of a non-liability accident,**
- (ii) **Disability benefits:** Depending on the extent of the disability, up to the maximum lump sum payable (as defined under the Workers Rehabilitation & Compensation Act 1986). See Appendix 10. for guidelines for DECS self-insurance arrangements if applicable in the circumstances.
- (iii) **Out of pocket medical/hospital expenses:** up to \$2500 after other entitlements are first used, such as Medicare, private health cover, personal insurance, compulsory motor vehicle third party insurance etc.
- (iv) **Travel during the work placement** is covered subject to specific conditions set in the Workers Rehabilitation and Compensation Act, 1986. The Act requires there be a real and substantial connection between the employment and the accident out of which the disability arises.

Travel to and from a work placement is generally not covered.

Note The three education sectors, including individual Independent Schools, have different insurance arrangements that may not pay the same benefits.

## 2. Public liability cover

### (a) Nature of cover for government schools

The government self-insures to cover liability up to a maximum of \$15 million for:

- property damage or third party bodily injury arising from the negligent actions of students and Department personnel when performing duties associated with the school's approved student work placement program.

Should death/disablement or property damage be attributable to direct or indirect serious or wilful misconduct by the student, payment may not be made under the government's self-insurance arrangements.

### (b) Nature of cover for non-government schools

Non-government schools must arrange public liability insurance cover of at least \$15 million to cover liability arising from acts or omissions on the part of their students and staff.

Public liability insurance for water craft of 8 metres or more in length are excluded from the \$15 million cover provisions. Public liability insurance in these instances is limited to a lower amount (at present to a maximum of \$5 million). It is essential that non-government schools contact their insurers for specific advice.

Should death/disablement or property damage be attributable to direct or indirect, serious or wilful misconduct by the student, payment may not be made under non-government schools' insurance.

### (c) Work placement providers' public liability cover

Work placement providers who participate in the workplace learning program must certify on the *Workplace Learning Agreement Form* that they hold current public liability or protection and indemnity insurance or, as is the case with some large corporations, statutory authorities and government departments and instrumentalities self-insurance, they stand their own risk.

- Government and non-government schools accept liability for all costs, claims, proceedings or demands whatsoever arising out of, or in respect of, the participation of their school students in authorised workplace learning programs, with the proviso that the liability will not be accepted if the injured party is able to obtain appropriate benefit from some other source of cover, eg the work placement providers public liability insurance.
- The work placement providers' policy must cover damage or injury to third parties caused by the student but which was a result of the work placement providers' negligence, eg lack of supervision.

Workplace providers may wish to confirm their public liability cover with their insurer regarding the above circumstances.

Should further clarification be required contact can be made with:

- The Claims Officer in Legislation & Legal Services, DECS, ph 8226 1555 when related to a government school student placement
- Each non-government school's insurer.

### 3. Claims

#### (a) Government schools

The following refers to claims arising from the actions of students enrolled in government schools during an approved work placement.

In the event of a student causing **third party bodily injury or property damage**, the principal or delegate, must:

- ensure the well-being of the student is being considered and reassure the student he/she will be supported through this claim
- without making any admissions whatsoever as to liability, request the work placement provider to write to the school, setting out details of the incident/accident, including the value of the claim
- in order for claim assessment procedure to commence, forward the work placement provider's letter, a covering report from the school and the Workplace Learning Agreement Form to:

Legislation and Legal Services  
Department for Education and Children's Services  
31 Flinders Street  
ADELAIDE SA 5000

- record the incident either as an entry in the school journal or as a separate record in school files.

In the event of an incident involving **injury to a student**, the principal or delegate must:

- ensure the well-being of the student is being considered and reassure the student he/she will be supported through this claim.
- prepare a report of the incident in accordance with Departmental accident/incident reporting procedures. The DECS Accident/Incident Report Form (ED155) should be used. (AIG - 1.90 - 94)
- forward the Workplace Learning Agreement Form, the ED155 form and any written claim from the student/parent/caregiver to the:

Legislation and Legal Services  
Department for Education and Children's Services  
31 Flinders Street  
ADELAIDE SA 5000

- forward a copy of the ED 155 to the Department's Health and Safety Services
- remind the student's parents or caregiver that accounts for medical and attendant services are to be lodged first with Medicare and, where applicable, the family's private health fund. If there is a difference between the amount reimbursed and the actual fee charged, ie the 'gap', the government's self insurance arrangements will meet the shortfall, up to a maximum of \$2500. All accounts not fully reimbursed should be forwarded together with supporting documentation to:

Legislation and Legal Services  
Department for Education and Children's Services  
31 Flinders Street  
ADELAIDE SA 5000.

### **(b) Non-government schools**

The following refers to claims arising from the actions of students enrolled in non-government schools during an approved work placement

In the event of a student causing **third party bodily injury or property damage**, the principal, or delegate, must:

- ensure the well-being of the student is being considered and reassure the student he/she will be supported through this claim
- without making any admissions whatsoever as to liability, request the work placement provider to write to the school setting out details of the incident, including the value of the claim
- forward the work placement provider's letter, together with a covering report from the school and the Workplace Learning Agreement Form to the claims manager of the school's public liability insurer so the claim assessment procedure can commence
- record the incident either as an entry in the school journal or as a separate record in school files.

In the event of an incident involving **injury to a student**, the principal or delegate must:

- ensure the well being of the student is being considered and reassure the student he/she will be supported through this claim.
- notify their personal accident insurer.

## **4. Student travel**

Travel policies of the Department for Education and Children's Services and non-government schools must be adhered to. Schools should be aware of the following:

### **(a) Travel to and from work placements**

Travel to and from work placements is not covered by the government's self-insurance scheme or by the non-government school insurance policies.

### **(b) Travel by air**

School insurance policy cover extends to recognised scheduled commercial air flights. Travel on air services, other than recognised commercial flights, must meet the following requirements:

- the pilot must have a current commercial pilot's licence and hold or work under a current air operator's certificate
- the aircraft owner must hold a current public liability insurance policy.

## **5. Use of vehicles**

### **(a) Motor vehicles and farm vehicles**

Schools with students who are placed in a work placement program which involves driving a motor vehicle should contact either Legislation and Legal Services, DECS or, in the case of non-government schools, their insurers, for clarification.

Personal injury sustained through the use of motor vehicles by work placement students is generally covered by the work placement provider's own vehicle insurance.

Should a student sustain personal injury as a result of an accident involving a motor vehicle that does not need to be registered (i.e. certain farm vehicles), or when driving a registered motor vehicle which collides with a stationary object such as a stobie pole or tree, then the Department and non-government school insurance arrangements would most likely cover the student for injury. However, should death/disablement or property damage be attributable to direct or indirect serious

or wilful misconduct by the student, payment may not be made under either of the above insurance arrangements.

**Under most circumstances** the student is **not** allowed to operate a motor cycle or be a pillion passenger outside the work placement provider's property.

### **(b) Watercraft**

The use of watercraft is generally not covered by the Department's self-insurance arrangements or by non-government school insurers.

Non-government schools will need to check with their insurers if a watercraft is to be used for work placement.

If a watercraft is to be used, the student must not be permitted to take part in the program unless:

- the student has an appropriate and current licence to drive the watercraft (where applicable)
- the student wears an approved personal flotation device as instructed by the work placement provider (for smaller watercraft) or at the discretion of the skipper (for large vessels)
- for vessels requiring current survey certificate, a *Maritime Workplace Learning Agreement Form* along with the standard *Workplace Learning Agreement Form* are both completed and signed by all parties
- the vessel is suitable for local conditions and the skipper has knowledge of the local conditions
- appropriate clothing is worn for prevailing conditions
- all boats venturing more than 5 nautical miles (9 km) from shore have an Emergency Position Indicating Radio Beacon
- at least one person on the boat holds a Senior First Aid Certificate.

In addition, vessels under 8 metres (non-fishing vessels) should:

- be covered by public liability insurance and only involved in the activities for which they are insured and the insurance cover be noted to include 'work experience activities'.

And commercial fishing vessels must:

- carry a current survey certificate (where applicable)
- be crewed in accordance with the fourth Schedule of the 'Examinations for Certificates of Competence and Safety Manning Regulations, 1981'
- be covered by a current Protection and Indemnity Insurance policy with insurance cover noted to include 'work experience activities'.

If further advice is required, contact the Marine Safety Division of the Department of Marine and Harbours.

### **(c) Enquiries**

Any queries relating to travel and the use of vehicles may be directed to Legislation and Legal Services, Department for Education and Children's Services or to the non-government schools' insurers.

## **6. Support personnel for students with a disability**

### **(a) Insurance cover for volunteers**

DECS' self-insurance policy also cover volunteers who assist students with disabilities on work experience. Advice on volunteers is provided in DECS *Administrative Instructions and Guidelines* (Section 1, par 99 and Section 5, par 22) or in the relevant non-government schools' volunteer policy. These volunteers may be trained through the Intellectual Disability Services Council.

Non-government schools would need to check with their insurers in relation to the cover for volunteers.

**(b) Insurance cover for paid supporters**

Some agencies provide paid work trainers to support students with disabilities on work placements as part of the student's transition from school. These employees should be covered under their respective agencies.

# SECTION C

## GOVERNMENT LEGISLATION and EDUCATION POLICIES RELEVANT to WORK PLACEMENT



## SECTION C - GOVERNMENT LEGISLATION AND EDUCATION POLICIES RELEVANT TO WORK PLACEMENTS

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## 1. Extract from Federal Sex Discrimination Act, 1984

**The *Sex Discrimination Act 1984* is an Act relating to discrimination on the ground of sex, marital status and pregnancy or family responsibilities or involving sexual harassment.**

*The objects of the Act are:*

- *to give effect to certain provisions of the Convention on the Elimination of All Forms of Discrimination Against Women*
- *to eliminate, so far as is possible, discrimination against persons on the ground of sex, marital status or pregnancy in the areas of work, accommodation, education, the provision of goods, facilities and services, the disposal of land, the activities of clubs, and the administration of Commonwealth laws and programs*
- *to eliminate, so far as possible, discrimination involving dismissal of employees on the ground of family responsibilities*
- *to eliminate, so far as possible, discrimination involving sexual harassment in the workplace, in educational institutions and in other areas of public activity*
- *to promote recognition and acceptance within the community of the principle of the equality of men and women.*

Source: Section 3 of the *Sex Discrimination Act 1984*, Reprint No 2, June 1993

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## 2. Extract from South Australian Equal Opportunity Act, 1984

**The *Equal Opportunity Act 1984* in South Australia is an Act to:**

- *promote equality of opportunity between the citizens of South Australia*
- *prevent certain kinds of discrimination based on sex, marital status, pregnancy, race, physical or intellectual impairment or age*
- *facilitate the participation of citizens in the economic and social life of the community*
- *deal with other related matters*

Source: *Equal Opportunity Act 1984*, Reprint 3, May 1993

### **Discrimination:**

A person discriminates on the grounds of the sex, sexuality, marital status, pregnancy, race, impairment and age if he or she treats another person unfavorably because of:

- *their sex, sexuality, marital status, pregnancy, race, impairment or age*
- *their ability to comply with a particular requirement*
- *the basis of a characteristic related to a persons sex, sexuality, marital status, pregnancy, impairment or age*

Source: Section 29 of the *Equal Opportunity Act 1984* , Reprint 3, May 1993

The *Equal Opportunity Act 1984* makes it unlawful for anyone to discriminate against a person on the grounds of the persons' sex, sexuality, marital status, pregnancy, race, impairment and age in employment.

*It is unlawful for an employer to discriminate against an employee:*

- *in the terms and conditions of employment*
- *by denying or limiting access to opportunities for promotion, transfer or training, or to any other benefits connected with employment*
- *by dismissing them*
- *by segregating the employee from persons of other races*
- *by subjecting the employee to any other detriment*

Source: Section 30 (2) of the *Equal Opportunity Act 1984* , Reprint 3, May 1993

**Section 87(11) of the *Equal Opportunity Act, 1984*, states:**

*A person subjects another to sexual harassment if he/she does any of the following things in such a manner or in such circumstances that the other person feels offended, humiliated or intimidated:*

- (a) he/she subjects the other person to an unsolicited and intentional act of physical intimacy,*
- (b) he/she demands or requests (directly or by implication) sexual favours from the other person,*
- (c) on more than one occasion, he/she makes a remark pertaining to the other person, being a remark that has sexual connotations, and it is reasonable in all the circumstances that the other person should feel offended, humiliated or intimidated by that conduct.*

Sexual harassment of a student on work placement, by the work placement provider, by an employee or by another voluntary worker is made unlawful by section 87 of the *Equal Opportunity Act (SA) 1984*.

*Students should participate in a general school program and/or a special session about sexual harassment in the workplace, prior to undertaking work experience. This program or session should include:*

- the nature of sexual harassment in the workplace*
- strategies to deal with perceived sexual harassment and the immediacy of the situation*
- procedures for reporting perceived sexual harassment to the students' work experience supervisor or school principal*
- the consequences and procedures used by the school and the legal system to deal with such complaints.*

Source: Section 87(11) of the *Equal Opportunity Act, 1984*

---

### **3. Extract from South Australian *Children's Protection Act 1993***

The *Children's Protection Act 1993* provides for the care and protection of children and for other purposes.

#### **Objects**

**3 (1)** *The object of this Act is to provide for the care and protection of children and to do so in a manner that maximises a child's opportunity to grow up in a safe and stable environment, and to reach his or her full potential.*

**3 (2)** *The administration of this Act is to be founded on the principles that the primary responsibility for a child's care and protection lies with the child's family and that a high priority should therefore be accorded to supporting and assisting the family to carry out that responsibility.*

#### **Interpretation**

**6. (1)** *In this Act, unless the contrary intention appears, **abuse or neglect**, in relation to a child, means:*

- (a) sexual abuse of the child*
- (b) physical or emotional abuse of the child, or neglect of the child, to the extent that:
  - (i) the child has suffered, or is likely to suffer, physical or psychological injury detrimental to the child's wellbeing*
  - (ii) the child's physical or psychological development is in jeopardy.**

**6 (2)** *For the purposes of this Act, **a child is at risk** if:*

- (a) the child has been, or is being, abused or neglected*
- (b) a person with whom the child resides (whether a guardian of the child or not)
  - (i) has threatened to kill or injure the child and there is a reasonable likelihood of the threat being carried out*
  - (ii) has killed, abused or neglected some other child or children and there is a reasonable likelihood of the child in question being killed, abused or neglected by that person.**
- (c) the guardians of the child:
  - (i) are unable to maintain the child, or are unable to exercise adequate supervision and control over the child**

- (ii) are unwilling to maintain the child, or are unwilling to exercise adequate supervision and control over the child
- (iii) are dead, have abandoned the child, or cannot, after reasonable inquiry, be found.
- (d) the child is of compulsory school age but has been persistently absent from school without satisfactory explanation of the absence.
- (e) the child is under 15 years of age and is of no fixed address.

### **Interpretation**

**10.** In this Division, **abuse or neglect**, in relation to a child, has the same meaning as in section 6 (1), but includes a reasonable likelihood, in terms of section 6 (2)(b), of the child being killed, injured, abused or neglected by a person with whom the child resides.

### **Notification of abuse or neglect**

#### **11. (1) Where**

- (a) a person to whom this section applies suspects on reasonable grounds that a child has been or is being abused or neglected
  - (b) the suspicion is formed in the course of the person's work (whether paid or voluntary) or of carrying out official duties,
- the person must notify the Department of that suspicion as soon as practicable after he or she forms the suspicion. Maximum penalty:\$2 500.

#### **11 (2) This section applies to the following persons:**

- (a) a medical practitioner;
- (ab) a pharmacist;
- (b) a registered or enrolled nurse;
- (c) a dentist;
- (d) a psychologist;
- (e) a member of the police force;
- (f) a community corrections officer (an officer or employee of an administrative unit of the Public Service whose duties include the supervision of young or adult offenders in the community);
- (g) a social worker;
- (h) a teacher in any educational institution (including a kindergarten);
- (i) an approved family day care provider;
- (j) any other person who is an employee of, or volunteer in, a Government department, agency or instrumentality, or a local government or non-government agency, that provides health, welfare, education, child care or residential services wholly or partly for children, being a person who—
  - (i) is engaged in the actual delivery of those services to children; or
  - (ii) holds a management position in the relevant organization, the duties of which include direct responsibility for, or direct supervision of, the provision of those services to children.

#### **11 (3) A notification, under this section, must be accompanied by a statement of the observations, information and opinions upon which the suspicion is based.**

### **Protection from liability for voluntary or mandatory notification**

**12.** A person who (whether voluntarily or pursuant to a requirement of this Act) notifies the Department of a suspicion that a child has been or is being abused or neglected or provides any information to the Department in respect of such a notification:

- (a) cannot, by virtue of doing so, be held to have breached any code of professional etiquette or ethics, or to have departed from any accepted form of professional conduct
- (b) insofar as he or she has acted in good faith, incurs no civil or criminal liability in respect of the notification or the provision of the information.

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## **4. Extract from *Sexual Harassment and Anti-racism Policies Handbook*, (DECS, 2002)**

### **Students in the workplace**

Students can be involved in a number of programs relating to workplace learning including:

- excursions to worksites

- work shadowing
- work experience
- structured workplace learning.

The *Equal Opportunity Act 1984* (SA) provides that sexual harassment or discrimination against a student participating in a workplace program, by the employer, by an employee or by another voluntary worker, is unlawful.

### **Duty of Care**

The obligation of DECS in relation to students complaining of sexual harassment, or other forms of harassment or discrimination, whilst participating in work experience programs arises from the duty of care owed to students. This duty of care owed requires the Department to ensure that:

- students and their parents/caregivers are informed about the nature of sexual harassment and discrimination, as well as other forms of harassment or discrimination. They should also be advised of their rights under the legislation and the process for lodging a complaint with the Commissioner for Equal Opportunity
- to the best of the school's knowledge, students involved in workplace learning programs are in environments free from harassment and discrimination
- the rights of students complaining about harassment or discrimination are protected
- support and counselling are available to students who have experienced harassment or discrimination
- all incidents of harassment and discrimination are taken seriously and parents/caregivers and students are supported appropriately in addressing complaints to the relevant authority.

## **5. Extract from Federal Racial Discrimination Act, 1975**

*It is unlawful for a person to do any act involving a distinction, exclusion, restriction or preference based on race, colour, descent or national or ethnic origin which has the purpose or effect of nullifying or impairing the recognition, enjoyment or exercise, on an equal footing of any human right or fundamental freedom in the political, economic, social, cultural or any other field or public life.*

Source: Section 9 of the *Racial Discrimination Act, 1975* Reprint No. 5, January 1993

## **6. Extract from Federal Disability Discrimination Act, 1992**

**The *Disability Discrimination Act 1992* is an Act relating to discrimination on the ground of disability.**

The objects of the Act are:

- to eliminate, as far as possible, discrimination against persons on the ground of disability in the areas of:
  - work, accommodation, education, access to premises, clubs and sport
  - the provision of goods, facilities, services and land
  - existing laws
  - the administration of Commonwealth laws and programs
- to ensure, as far as practicable, that persons with disabilities have the same rights to equality before the law as the rest of the community
- to promote recognition and acceptance within the community of the principle that persons with disabilities have the same fundamental rights as the rest of the community.

Source: Section 3 of the *Disability Discrimination Act, 1992*

A person discriminates on the ground of disability if he or she treats another person unfavourably because of:

- their use, or reliance on, a palliative or therapeutic device or an auxiliary aid
- their use of an interpreter, reader, assistant or carer
- a visual disability
- any other disability
- their use of a guide dog or other animals to assist them.

Source: Section 5-9 of the *Disability Discrimination Act, 1992*

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## 7. Extract from South Australian Occupational Health, Safety And Welfare Act, 1986

The *Occupational Health, Safety and Welfare Act*, 1986 states the main aims are:

- to secure the health, safety and welfare of persons at work
- to eliminate, at their source, risk to the health, safety and welfare of persons at work
- to protect the public against risk to health or safety arising out of or in connection with activities of persons at work
- to involve employees and employers in issues affecting occupational health, safety and welfare
- to encourage registered associations to take a constructive role in promoting improvements in occupational health, safety and welfare practices, and in assisting employers and employees to achieve a healthier and safer working environment

*All employees in South Australia (except those who work in Commonwealth Government departments, and those who work under Federal Awards with health and safety provisions) are protected by the Occupational Health, Safety and Welfare Act, 1986.*

The legislation covers full-time and part-time employees who have a permanent, temporary or casual job, outworkers and volunteers who work in connection with a trade or business.

### **PART 3 GENERAL PROVISIONS RELATING TO OCCUPATIONAL HEALTH, SAFETY AND WELFARE**

#### **Duties of employers**

19 (1) An employer shall ensure, so far as is reasonably practicable that the employee is, while at work, safe from injury and risks to health and, in particular:

(a) shall provide and maintain, so far as is reasonably practicable:

- (i) a safe working environment
- (ii) safe systems of work
- (iii) plant and substances in a safe condition

(b) shall provide adequate facilities of a prescribed kind for the welfare of employees at any workplace that is under the control and management of the employer

(c) shall provide such information, instruction, training and supervision as are reasonably necessary to ensure that each employee is safe from injury and risks to health.

#### **Duties of employers and self-employed persons**

22 (2) An employer or a self-employed person must take reasonable care to avoid adversely affecting the health or safety of any other person (not being an employee employed or engaged by the employer or the self-employed person) through an act or omission at work.

Source: Part 1 *Occupational Health, Safety and Welfare Act*, 1986

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## 8. Extract from *Federal Privacy Act*, 1988

The *Privacy Act 1988* is an Act relating to the protection of the privacy of individuals.

#### **Interpretation**

(1) In this Act, unless the contrary intention appears:

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

***The main principles of the Act relevant to these Guidelines are:***

**Principle 1: Manner and purpose of collection of personal information**

1. Personal information shall not be collected by a collector for inclusion in a record or in a generally available publication unless:
  - (a) the information is collected for a purpose that is a lawful purpose directly related to a function or activity of the collector
  - (b) the collection of the information is necessary for or directly related to that purpose.
2. Personal information shall not be collected by a collector by unlawful or unfair means.

**Principle 2: Solicitation of personal information from the individual concerned**

Where:

- (a) a collector collects personal information for inclusion in a record or in a generally available publication
- (b) the information is solicited by the collector from the individual concerned  
the collector shall take such steps (if any) as are, in the circumstances, reasonable to ensure that, before the information is collected or, if that is not practicable, as soon as practicable after the information is collected, the individual concerned is generally aware of
- (c) the purpose for which the information is being collected
- (d) if the collection of the information is authorised or required by or under law, the fact that the collection of the information is so authorised or required
- (e) any person to whom, or any body or agency to which it is the collector's usual practice to disclose personal information of the kind so collected and (if known by the collector) any person to whom, or any body or agency to which it is the usual practice of that first-mentioned person, body or agency to pass on that information.

**Principle 3: Solicitation of personal information generally**

Where:

- (a) a collector collects personal information for inclusion in a record or in a generally available publication
- (b) the information is solicited by the collector  
the collector shall take such steps (if any) as are, in the circumstances, reasonable to ensure that, having regard to the purpose for which the information is collected:
- (c) the information collected is relevant to that purpose and is up to date and complete
- (d) the collection of the information does not intrude to an unreasonable extent upon the personal affairs of the individual concerned.

**Principle 4: Storage and security of personal information**

A record-keeper who has possession or control of a record that contains personal information shall ensure:

- (a) that the record is protected, by such security safeguards as it is reasonable in the circumstances to take, against loss, against unauthorised access, use, modification or disclosure, and against other misuse
- (b) that if it is necessary for the record to be given to a person in connection with the provision of a service to the record-keeper, everything reasonably within the power of the record-keeper is done to prevent unauthorised use or disclosure of information contained in the record.

**Principle 9: Personal information to be used only for relevant purposes**

A record-keeper who has possession or control of a record that contains personal information shall not use the information except for a purpose to which the information is relevant.

**Principle 10: Limits on use of personal information**

1. A record-keeper who has possession or control of a record that contains personal information that was obtained for a particular purpose shall not use the information for any other purpose unless:
  - (a) the individual concerned has consented to use of the information for that other purpose



- (b) the record-keeper believes on reasonable grounds that use of the information for that other purpose is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or another person
- (c) use of the information for that other purpose is required or authorised by or under law
- (d) use of the information for that other purpose is reasonably necessary for enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue
- (e) the purpose for which the information is used is directly related to the purpose for which the information was obtained.

2. Where personal information is used for enforcement of the criminal law or of a law imposing a pecuniary penalty or for the protection of the public revenue, the record-keeper shall include in the record containing that information a note of that use.

### **Principle 11: Limits on disclosure of personal information**

1. A record-keeper who has possession or control of a record that contains personal information shall not disclose the information to a person, body or agency (other than the individual concerned) unless:
  - (a) the individual concerned is reasonably likely to have been aware, or made aware under Principle 2, that information of that kind is usually passed to that person, body or agency
  - (b) the individual concerned has consented to the disclosure
  - (c) the record-keeper believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or of another person
  - (d) the disclosure is required or authorised by or under law
  - (e) the disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty or for the protection of the public revenue.
2. Where personal information is disclosed for the purposes of enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the purpose of the protection of the public revenue, the record-keeper shall include in the record containing that information a note of the disclosure.
3. A person, body or agency to whom personal information is disclosed under clause 1 of this Principle shall not use or disclose the information for a purpose other than the purpose for which the information was given to the person, body or agency.

## **9. Extract from SA Government Information Privacy Principles, 1989**

### **PART II - INFORMATION PRIVACY PRINCIPLES INSTRUCTION.**

#### **3. (1) Interpretation**

In this Instruction -

*personal information* means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

#### **Principles**

4. The principal officer of each agency shall ensure that the following Principles are implemented, maintained and observed for and in respect of all personal information for which his or her agency is responsible.

#### **Collection of Personal Information**

- (1) Personal information should be not collected by unlawful or unfair means, nor should it be collected unnecessarily.
- (2) An agency that collects personal information should take reasonable steps to ensure that, before it collects it or, if that is not practicable, as soon as practicable after it collects it, the record subject is told:
  - (a) the purpose for which the information is being collected (the purpose of collection), unless that purpose is obvious



- (b) if the collection of the information is authorised or required by or under law that the collection of the information is so authorised or required
  - (c) in general terms, of its usual practices with respect to disclosure of personal information of the kind collected.
- (3) Agency should not collect personal information that is inaccurate or, having regard to the purpose of collection, is irrelevant, out of date, incomplete or excessively personal.

### **Storage of Personal Information**

- (4) An agency should take such steps as are, in the circumstances, reasonable, to ensure that personal information in its possession or under its control is securely stored and is not misused.

### **Access to Records of Personal Information**

- (5) Where an agency has in its possession or under its control records of personal information, the record-subject should be entitled to have access to those records in accordance with the *Freedom of Information Act 1991*.

### **Correction of Personal Information**

- (6) An agency that has in its possession or under its control records of personal information about another person should correct it so far as it is inaccurate or, having regard to the purpose of collection or to a purpose that is incidental to or connected with that purpose, incomplete, irrelevant, out of date, or where it would give a misleading impression in accordance with the *Freedom of Information Act 1991*.

### **Use of Personal Information**

- (7) Personal information should not be used except for a purpose to which it is relevant.
- (8) Personal information should not be used by an agency for a purpose that is not the purpose of collection or a purpose incidental to or connected with that purpose unless:
- (a) the record-subject has expressly or impliedly consented to the use
  - (b) the agency using the information believes on reasonable grounds that the use is necessary to prevent or lessen a serious and imminent threat to the life or health of the record-subject or of some other person.
  - (c) the use is required by or under law
  - (d) the use for that other purpose is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty or for the protection of the public revenue or for the protection of the interests of the government, statutory authority or statutory office-holder as an employer.
- (9) An agency that uses personal information should take reasonable steps to ensure that, having regard to the purpose for which the information is being used, the information is accurate, complete and up to date.

### **Disclosure of Personal Information**

- (10) An agency should not disclose personal information about some other person to a third person unless:
- (a) the record-subject has expressly or impliedly consented to the disclosure;
  - (b) the person disclosing the information believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the record subject or of some other person
  - (c) the disclosure is required or authorised by or under law
  - (d) the disclosure is reasonably necessary for the enforcement of the criminal law, or of a law imposing a pecuniary penalty or for the protection of the public revenue or for the protection of the interests of the government, statutory authority or statutory office-holder as an employer.

### **Acts and Practices of, and Disclosure of Information to Staff of Agency Etc.**

5. For the purposes of this Instruction-
- (a) an act done or practice engaged in by, or personal information disclosed to, a person employed by, or in the service of, an agency in the performance of the duties of the person's employment shall be deemed to have been done or engaged in by, or disclosed to, the agency
  - (b) an act done or practice engaged in by, or personal information disclosed to, a person on behalf of, or for the purposes of the activities of, an unincorporated body being a board, council, committee, subcommittee or other body established by, or in accordance with, an

enactment for the purpose of assisting, or performing functions in connection with, an agency, shall be deemed to have been done or engaged in by, or disclosed to, the agency.

**Agencies to comply with Principles**

6. An agency shall not do an act or engage in a practice that is in breach of or is a contravention of the Principles.

**Collecting of Personal Information**

7. For the purposes of the Principles, personal information shall be taken to be collected by an agency from a person if the person provides that information to the agency in response to a request by the agency for that information or for a kind of information in which that information is included.

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# APPENDICES

## APPENDICES

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## 1. Checklist for schools

### (a) At the beginning of the year (or each semester)

|   |  |
|---|--|
| Principals ensure Workplace Coordinators are familiar with the information contained in these guidelines.   |  |
| Principals ensure school staff are informed of: <ul style="list-style-type: none"> <li>• roles and responsibilities to support students and organisational procedures</li> <li>• the general aims of the program.</li> <li>• the program dates and any planned alteration to the timetable.</li> <li>• the need to capitalise on curriculum links and assessment opportunities for students that meet work placement program outcomes.</li> </ul> |  |
| Schools negotiate staff involvement in counselling, visitation (including holiday time) and the integration of workplace learning into the curriculum.  |  |
| Schools provide information to parents re the proposed work placement program for the year and inform them of their responsibilities. ( <i>Brochure to Parents</i> in appendix 7)   |  |
| DECS schools should ask teachers to complete ED008 travel approval form for proposed travel to work placements by private car.  |  |

### (b) Prior to work placements

|   |  |
|---|--|
| Schools ensure Brochure "Undertaking a Workplacement – Information for students and parents/caregivers" is distributed, preferably with the Workplace Learning Agreement Form.  |  |
| Assist individual students to investigate their personal interests, capacities and career aspirations and to identify and locate placements in an appropriate occupational area.  |  |
| Establish each student's personal goals for the placement and/or how the competencies will be assessed and integrated into their current school subjects.   |  |
| Ensure that <b>all students</b> participate in an appropriate <b>orientation program</b> (suggested 3-4hrs duration) that deals with relevant issues from the following legislation prior to their first work placement: <ul style="list-style-type: none"> <li>• Occupational Health, Safety and Welfare Act, 1986 (or as amended from time to time)</li> <li>• Equal Opportunity Act, 1984 (or as amended from time to time)</li> <li>• Children's Protection Act 1993 (or as amended from time to time)</li> </ul> The program should make students aware of: <ol style="list-style-type: none"> <li>a) their role, responsibilities and rights related to OHS&amp;W in the workplace</li> <li>b) insurance arrangements and implications</li> <li>c) the procedure to be followed if they experience bullying, teasing, violence, sexual harassment, alcohol or drug abuse, or any other issue that makes them feel unsafe or uncomfortable, and organisations that can support them</li> <li>d) any other specific requirements of the workplace provider eg industrial safety issues or student responsibilities when working with young children, aged persons or people with disabilities.</li> </ol> |  |
| Liaise with any workplace provider being used by the school for the first time and discuss the aims of the program and administrative details. Discuss the suitability and safety aspects of proposed work tasks and the work environment for the student.  |  |
| Ensure all workplace providers are supplied with a copy of the <i>Brochure for Employers</i> (appendix 8) to remind them of the arrangements and their roles and responsibilities.  |  |

|  |  |
|--|--|
| Record in the school register, details of all workplace providers who are participating in the school's work placement program and: <ul style="list-style-type: none"> <li>Negotiate the tasks and activities the student will be involved in while at the workplace</li> <li>Determine how the student and the workplace supervisor will record and report on the tasks/competencies</li> <li>Establish how outcomes will be incorporated into school assessment and reporting procedures.</li> </ul> |  |
| <b>All schools must ensure that the <i>Workplace Learning Agreement Form</i> has been completed and signed by all parties and the student and the workplace provider are provided with copies of the form prior to the commencement of the work placement.</b>   |  |
| Non-government schools ensure that all students undertaking a placement are covered by personal accident insurance.  |  |
| Provide students with a telephone number which gives them access to a staff member should an emergency arise during the placement.   |  |
| Identify any interstate placements and follow the procedures outlined in Section A4 (g).   |  |
| <b>For Government and Catholic Education Schools</b><br>Note any employer preference for SA Unions notification in section C2 on the <i>Workplace Learning Agreement Form</i> and, where appropriate, notify the SA Unions of students attending work placements one-week prior. (Proforma provided in appendix 10)<br><b>For Independent Schools</b><br>The notification process to the SA Unions is not a requirement for independent schools  |  |
| Ensure staff who will be liaising/visiting workplaces understand their responsibilities and the requirements related to safety in a particular worksite.   |  |

### (c) During work placements

|   |  |
|---|--|
| The supervising and/or visiting teacher will: <ul style="list-style-type: none"> <li>Visit or make telephone contact with the student and his/her workplace provider.</li> <li>Record the provider's comments, the student's comments and his or her own observations.</li> <li>Support the student and workplace provider in developing and demonstrating identified skills and/or competencies.</li> <li>Ensure the school records students participating in any work placement program.</li> </ul> |  |
| In the event of an <b>accident</b> report: <ul style="list-style-type: none"> <li>ensure the student well-being is being considered and then observe the procedures outlined in Section B: Insurance Claims.</li> </ul>   |  |
| In the event of an <b>inappropriate incident</b> report: <ul style="list-style-type: none"> <li>ensure the student well-being is being considered and then follow the procedure outlined in Appendix 5 or 6 of this document.</li> </ul>  |  |

### (d) After work placements

|   |  |
|---|--|
| The supervising and/or visiting teacher will: <ul style="list-style-type: none"> <li>Provide an opportunity for students to discuss and reflect on work placements in the classroom and with the supervising teacher.</li> <li>Relate work placement to the curriculum, and where appropriate, incorporate it as part of assessment and reporting procedures.</li> <li>Organise the writing of 'thank you' letters from students to work placement providers.</li> <li>On receipt of any work placement report, photocopy it, debrief the student, give the original to the student and file the copy appropriately.</li> <li>Undertake an evaluation of the program and provide feedback to those involved, as appropriate.</li> <li>Ensure the <i>Workplace Learning Agreement Form</i> (and <i>Maritime Workplace Learning Agreement Form</i>, if applicable) is/are filed and stored correctly as per section A12.</li> </ul> |  |
|---|--|

## 2. Workplace Learning Agreement Form

Space  
for  
School  
LOGO

# Workplace Learning Agreement Form

This document is to be referenced against the *Workplace Learning Guidelines 2004* DECS form ED258

|                |         |                       |         |
|----------------|---------|-----------------------|---------|
| School Name    |         | School Contact Person |         |
| School Address | Ph (08) | Fax (08)              | Mobile  |
| Suburb/town    | P/code  | Email                 | website |

### Section A: Student Details

**Student is to complete all boxes in this section, carefully note the declaration below, then sign and date it.**

Family Name  Year Level

Given Name  Birth Date

#### Student's Emergency Contact

Name:   
(Parent / Caregiver / Other)

Address:

Phone:     
Home Work Mobile

Any special medical condition, medication or disability that may affect this student on work placement

As a student on work placement, I agree to attend the workplace at the agreed time and days or to notify both my workplace supervisor and the school promptly if I am unable to do so. I shall be appropriately dressed and comply with all reasonable directions. I shall promptly inform the workplace supervisor and the school of any incident or accident. I am aware that, in case of need, I may contact my supervising teacher or school.

Student's Signature  Date:  /  / 20\_\_

#### Type of Work Placement

☐ Work Experience ☐ Structured Workplace Learning Name of VET Course or Industry Area   
(tick relevant box)

#### Placements Dates

Date of Placement  /  / 20\_\_  /  / 20\_\_  
From To or  
    
Start Time Lunch Time Finish Time  
 Specify Other Arrangements

### Section B: Parent / Caregiver / Student 18 Yrs+ / Student Living Independently\*

**Parent / Caregiver/special student\* to carefully note, then complete, sign and date the relevant sections below**

I give permission for (insert student's name) \_\_\_\_\_  
to be involved in the work placement program on the understanding that, in the event of illness or accident, the emergency contact shall be notified as soon as possible. If they cannot be contacted, I authorize the person in charge to obtain the services of a suitably qualified medical practitioner and to convey the student to a place suitable for treatment. I undertake to cover the costs of any unmet expenses incurred. I understand that I am responsible for transportation and any costs associated with the student travelling to and from the work placement. I have read and understood the information brochure entitled "Undertaking a Workplacement – Information for students and parents/caregivers".

Parent's/Caregiver's Signature  Date  /  / 20\_\_  
(or student as per category listed above)

Name (Block Letters Please)

\* Note: 'Student Living Independently' refers to those receiving Youth Allowance and those the school recognizes as being responsible for their own education and living arrangements. Through the Contract of Necessity, they can sign for themselves for essential services. (Page 1 Of 2)



## Section C1: Work Placement Provider Details

**Workplace provider to complete all sections in BLOCK PRINT**

|  |                      |                       |   |
|--|----------------------|-----------------------|---|
| Firm Name  | <input type="text"/> | Phone                 | <input type="text"/>                                  |
| Firm Address – Street  | <input type="text"/> | P/code                | <input type="text"/>                                  |
| Suburb/town  | <input type="text"/> |                       |   |
| Contact Person   | <input type="text"/> | More than 3 employees | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 569BContact No   | <input type="text"/> | <input type="text"/>  | <input type="text"/>                                  |
|  | Phone                | Fax                   | Mobile  |
| Location of Placement<br>(If different from above)             | <input type="text"/> |                       |   |
| Tasks to be Performed  | <input type="text"/> |                       |   |
| Special Conditions<br>(eg special clothing / safety equipment) | <input type="text"/> |                       |   |

## Section C2 Work Placement Provider

**Workplace provider to carefully note then sign and date the relevant section below**

**I agree to accept** this student on work placement and to plan an appropriate program for their placement. All reasonable precautions will be taken in the workplace to ensure the health, safety and welfare of the student in a non-discriminatory and harassment free working environment. I will notify the school in the case of student illness, accident, inappropriate behaviour or any unexplained absence.

**Those work placement providers** who are mandated notifiers agree to acknowledge their responsibility under the Children's Protection Act 1993. All other work placement providers are reminded of their moral responsibility to report any suspected child abuse.

**I understand the student** will not be paid or given a reward of any description for work performed during the placement and will not be used to replace a paid or striking worker or be used to my advantage in industrial disputes.

**I understand** the student will be visited or telephoned by a teacher/staff member during the placement and that the student will not be involved with any tasks prohibited by insurance or legislation. The work placement provider, the school, the student or parents/caregivers may cancel the work placement at any time without notice.

**I certify that** Occupational Health, Safety and Welfare practices, procedures and systems are in place including the induction of people new to the work place.

### Insurance Arrangements

**I understand** that while a student is participating in the work placement program he/she is covered by:

- DECS' self insurance arrangements in the case of students enrolled in government schools.
- The school's personal accident and public liability insurance policies in the case of students enrolled in non-government schools.

**I certify** that this work placement provider has a current public liability or protection and indemnity insurance policy **OR** I certify that this work placement provider is a large corporation, statutory authority, government department or instrumentality, and stands its own risk in terms of public liability in the event of injury to the student or damage or injury to a third party arising from the actions of the student, but which is attributable to negligence on the part of the proprietor or his/her employees or agents.

### Employer Approval for SA Unions Notification - (not required for Independent Schools)

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | <b><u>I agree to</u></b> the school informing the SA Unions of the business name of this work placement provider and its location to assist in maintaining the highest standard of this student work placement. |
| or                       |   |
| <input type="checkbox"/> | <b><u>I do not agree</u></b> to this information being passed onto the SA Unions.   |

Work Placement Provider's Signature

Date

\_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

## Section D: Principal / Principal's Delegate

**To be signed and dated by the School Principal or Principal's Delegate once all other sections have been completed**

I give permission for this student to undertake a work placement with the above named work placement provider in accordance with the governing *Workplace Learning Guidelines 2004*.

(Tick when applicable) ☐ I am aware this student is 14yrs of age and I approve the special arrangement of this work placement.

Principal / Principal's Delegate:

Date:

\_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

\*\*\* Note: This form is not to be altered or changed except for the addition of an individual school logo and/or address.

(Page 2 of 2)

There must be three copies of this document completed and signed prior to the commencement of the work placement:

- ☐ The original form is returned to and kept by the school, ☐ a copy is forwarded to workplace provider, ☐ a copy is provided to the student.



### 3. Maritime workplace learning agreement form

## Maritime Workplace Learning Agreement Form

Space for  
School  
LOGO

This document is to be used in addition to the standard *Workplace Learning Agreement Form* in the *Workplace Learning Guidelines 2004* (refer to section B 5 (b))

|                |                       |                       |
|----------------|-----------------------|-----------------------|
| Name of SCHOOL |                       | School contact person |
| Postal Address | Suburb/town<br>p/code | Email address         |
| Ph (08).....   | Fax (08).....         | web address           |

Name of  
Skipper

Name of  
Vessel:

Current survey certificate number:

Number of crew vessel surveyed for:

Number of crew (including student) on  
board during student placement:

Skipper **work** contact phone number:

Skipper **after hours** contact phone  
number:

**Please note these forms must be correctly completed and the originals returned to the school *prior* to the commencement of the work placement.**

#### Conditions:

The skipper agrees to instruct the student on the safety procedures for the vessel and the actions to be taken in the event of the vessel needing to be abandoned.

The skipper also agrees to instruct the student in the working procedures of the boat so that the student can participate safely in the general operation of the boat when the student is in the wheelhouse or on the deck.

The intention of the work placement is to have the student participating as a learner as part of the boat crew and gain a basic working knowledge of maritime skills. At no time should the student be in control of the boat or a piece of equipment unless supervised or when the situation presents a potential danger.

If either the skipper or the student is uncomfortable with the student performing a particular job on the boat then the student should not do that task.

For this work placement the student agrees to be punctual and work the hours required by the skipper. The student will assist with the general operations of the boat as directed by the skipper and crew as a learner. The student agrees to act in a responsible way at all times and to take care with regard to the safety of crew and equipment while on the boat.

**Please turn over**



- Department of Education & Children's Services
- Association of Independent Schools of SA
- Catholic Education SA

## Page 2

### If watercraft are to used, the following must apply.

- The student wears an approved personal flotation device as instructed by the work placement provider (for smaller watercraft) or at the discretion of the skipper (for large vessels).
- The vessel is suitable for local conditions and the skipper has knowledge of the local conditions.
- Appropriate clothing is worn for the prevailing conditions.
- All boats venturing more than 5 nautical miles from shore have an EPIRB and conform to current boating safety regulations.

### In addition, commercial vessels under 8 metres must:

- Be covered by public liability insurance and only be involved in the activities for which they are insured and cover noted to include 'workplace learning activities'

### Commercial fishing vessels must:

- Carry a current survey certificate (where applicable).
- Be crewed in accordance with the fourth Schedule of the 'Examinations for Certificates of Competence and Safety Manning Regulations, 1981'.
- Be covered by a current Protection and Indemnity Insurance policy cover noted to include 'workplace learning activities'.
- If further advice is required, students should contact the school who will contact the Senior Marine Safety Officer, Transport SA.

### Safety Information

- Students on board vessels are required to hold a Senior First Aid Certificate and to have successfully completed the 'Take Emergency Action on Board a Vessel' course.
- Students need to obtain a personal flotation device before work placement. Some schools may provide this item and ask for it to be returned immediately afterwards. Jackets can cost ~\$350 and loss or damage is usually the student's responsibility.

### Student

***I have read the above information and have understood its implications.***

Student Name ..... Year level class ..... Date .....

### Parent/Caregiver

***I have read the above information and have understood its implications.***

Signed: ..... Date: .....  
(Parent/Caregiver)

### Work-placement Provider

***I have read the above information and have understood its implications*** and also agree to the listed school verifying vessel survey details with the Marine Safety Division of Transport SA.

Signed: ..... Date: .....  
(Skipper / Owner / Company)

Name of Vessel: .....



- Department of Education & Children's Services
- Association of Independent Schools of SA
- Catholic Education SA

#### 4. Orientation program statement of completion

Below is an example of a Statement of Completion schools could use provide students with proof of satisfactory completion of the Work Placement Orientation Program prior to undertaking their first work placement. This may be adapted and customised to suit individual school needs.

## Work Placement Orientation Program

### Statement of Completion

.....  
Student name

from

.....  
School/college

has successfully completed a generic

### Work placement Orientation Program

**Prior to ..... attending the first work placement this program has:**

**a). dealt with relevant issues from the:**

- ✓ Occupational Health, Safety and Welfare Act, 1986 (or as amended from time to time)
- ✓ Equal Opportunity Act, 1984 (or as amended from time to time)
- ✓ Children's Protection Act 1993 (or as amended from time to time)

**b). made the students aware of:**

- ✓ their role, responsibilities and rights related to OHS&W in the workplace
- ✓ insurance arrangements and implications
- ✓ the procedure to be followed if they experience bullying, teasing, violence, sexual harassment, alcohol or drug abuse, or any other issue that makes them feel unsafe or uncomfortable, and organizations that can support them.
- ✓ any other specific requirements of the workplace provider  
eg industrial safety issues or student responsibilities when working with young children, aged persons or people with disabilities.

- *Department of Education & Children's Services*
- *Association of Independent Schools of SA*
- *Catholic Education SA*

.....  
Principal or Delegate

Date .... / .... / 20...



(Official school stamp/logo)

## 5. Inappropriate behaviour towards students at the workplace

Students who are adversely affected by any incidents involving inappropriate behaviour at their work place (eg. bullying, teasing, sexual harassment etc) should report such incidents to their school contact person.

As schools have the primary duty of care for the student while in a workplace, it is highly desirable that the principal/school contact person be informed so that the immediate safety and rights of all parties can be protected.

The nature of the incident or complaint will determine which investigative body is notified:

- The Commissioner for Equal Opportunity
  - for investigating and conciliating sexual harassment, discrimination and victimisation complaints
- Workplace Services
  - issues related to unsafe work practices at a particular worksite.

Where it is deemed appropriate to lodge a formal complaint the decision to proceed must, however, be left with the student.

These are the procedures that must be followed:

- Ensure the well being of the student is being considered and reassure the student he/she will be supported through this situation.
- If the student indicates they are feeling unsafe or school personnel consider the placement is no longer safe, then the student should be removed from the placement.
- Teachers/school contact persons must immediately report any complaint to the principal.
- Where practicable, the principal should contact the parents or legal guardian of the student. There is no formal legal requirement that parents or guardians should be contacted prior to lodging a formal complaint with the relevant organisation. It is, however, highly desirable that parents/caregivers be contacted in the early stages. It should be noted that, in the case of minors, no legally binding settlement could be obtained without the ratification of the legal guardian.
- The principal will then assist the student or legal guardian to contact the relevant body to discuss the matter and, if warranted, lodge a formal complaint.
- In situations where it is not possible or practicable to contact the parent or legal guardian, the decision whether or not to lodge a formal complaint *must be left to the student*, after all available support and counselling has been offered. In such cases, an officer from the relevant body will visit the school to interview the student and take a formal complaint.
- In the case of country schools, the relevant body may choose to forward a complaint form direct to the complainant or in care of the school, with a covering letter requesting the principal to assist the complainant to fill out the complaint form.
- Strict confidentiality must be maintained by all school personnel involved in inappropriate behaviour complaints, including staff, parents/caregivers and students.
- If any written records are prepared by the principal for the relevant body, these records must be marked, private and confidential.
- Depending on the nature of the incident, the principal may be informed of the outcome of the investigations. She/he may be advised as to whether or not the complaint has been substantiated and where relevant details of any conciliation will be supplied.
- Where there is concern about continuing to send students to the work site from which the complaint has arisen, the principal should seek advice from the relevant body.
- Schools must ensure they provide ongoing monitoring of the student's well being post this complaint.

## 6. Procedures to deal with suspected child abuse.

If an allegation of abuse is made relating to someone in the workplace, (an adult or a minor) the students should immediately be removed from the workplace.

Where there is suspicion on reasonable grounds that a young person under the age of 18 years has been or is being abused or neglected, whether at or away from the workplace, Child Youth & Family Services (CYFS) must be notified.

School personnel and many other members in the community are included as mandated notifiers and have a legal responsibility to notify. However, everyone has a moral responsibility to report suspected child abuse where ever it has occurred. Section C 3 (11) in this document includes a list of mandated notifiers.

School personnel should follow the standard requirements for mandated reporting and must not investigate or conciliate any such reported incident or occurrence. Child Youth & Family Services will provide advice regarding their involvement and that of the police.

## 7. Brochure for parents

# Undertaking a *Work Placement*

Information for Students and Parents/Caregivers

School logo

### What is a work placement?

A work placement is when a school assists a student to undertake a learning program at a worksite without the direct supervision of a teacher, provided the student:

- is 15 years or older (14 yr old students may be permitted with specific Principal approval)
- attends as part of their formal education in which their role is that of a learner, not an employee
- is approved to attend through a formal arrangement between parents/caregivers, the student, school and workplace provider
- receives no payment for this planned time in the workplace.

### Who can complete a work placement?

Students can be involved in work placements in two ways:

a) Structured Workplace Learning Placement which involves:

- an integral link to the Vocational (VET) program that students are undertaking. This program may be provided wholly on the job, by a teacher or trainer in a school, or by another training organisation.

b) Work Experience Placement which involves:

- discussion in the school of matters relevant to the activity, leading to a consideration of the wider context of the world of work, and/or planning for future career pathways.

### How much work placement can a student undertake?

Generally, students should not be engaged in work placement for more than 40 days per year or the equivalent of 240 hours and should not exceed the equivalent of 10 school days per term at one work site in the same occupational area. (Special school permission is needed to exceed these limits.)

### What training must a student complete before a work placement?

**Prior to attending their first work placement, schools will ensure students undertake an appropriate orientation program that deals with relevant issues from the:**

- Occupational Health, Safety and Welfare (OHS&W) Act, 1986 (or as amended from time to time)
- Equal Opportunity (EO) Act, 1984 (or as amended from time to time)
- Children's Protection (CP) Act 1993 (or as amended from time to time)

**and makes them aware of:**

- ✓ their roles, responsibilities and rights related to OHS&W in the workplace
- ✓ insurance arrangements and implications
- ✓ the procedure to be followed if they experience bullying, teasing, violence, sexual harassment, alcohol or drug abuse, or any other issue that makes them feel unsafe or uncomfortable, and organizations that can support them.
- ✓ any other specific requirements of the workplace provider  
eg industrial safety issues or student responsibilities when working with young children, aged persons or people with disabilities.

Schools should provide students with a 'Statement of Completion' for successfully finishing this program.

### Who finds the work placement?

Schools may choose to support students to find their own work placement. However, when the placement occurs as part of a vocational program, the school will assist students to find a position relevant to their course. In these cases, the work placement coordinator will liaise with the workplace provider regarding tasks and work which will meet the specific learning needs required as part of that course. Some work placement activities/sites are prohibited for safety or other reasons. Contact the school for further information.

It is recommended that students do not obtain placements with their parents either in a family business or by working directly with them in an organisation.

### Who is responsible for a student on work placement?

Every teacher/staff member has a 'duty of care' towards every student under his or her supervision. Their duty is to take reasonable care to protect the student from foreseeable risk of injury and schools take reasonable steps to ensure that students are not placed in a work situation which may pose a risk due to factors which include the student's age, gender, capacity, maturity, or the working conditions.

A teacher or school staff member will visit the student personally or make direct telephone contact with the student at least once during a work placement.

The onus for ensuring that the workplace is safe lies with the work placement provider, under the OHS & W and EO Act. The work placement provider has this responsibility for work placement students, just as he/she has for his/her employees and any visitors to a worksite and will take all reasonable steps to protect the student from any inappropriate behaviour.

## What is the responsibility of parents/caregivers?

Parents and caregivers are responsible for:

- ensuring the safe conduct of the work placement student and for any necessary travel arrangements and accommodation particularly if the placement is away from home.
- providing their consent for the work placement by signing their section of the *Workplace Learning Agreement Form*

Parents and caregivers can help by:

- attending information and career evenings with their child and discussing vocational choices within their child's career pathways
- supporting their child if they have chosen an industry area that girls or boys don't often choose
- discussing any concerns they may have with the school's contact person and making suggestions about how the program could be improved
- talking to their child about what has been learnt from the work placement

## What about insurance cover while on a work placement?

### Personal Accident Insurance

(a) **Government Schools:** All government students are covered by a personal accident insurance scheme which is funded and administered by the Department for Education and Children's Services (DECS).

This cover includes

- 1) Death benefit: \$30,000 in the case of a non-liability accident
- 2) Disability Benefits: Depending on the extent of the disability, up to the maximum lump sum payable (as defined under the Workers Rehabilitation & Compensation Act 1986). See Appendix 10
- 3) Out-of-pocket medical/hospital expenses: up to \$2500 after other entitlements are first used, such as Medicare, private health cover, personal insurance, compulsory motor vehicle third party insurance etc,
- 4) Travel during the work placement is covered subject to specific conditions set in the Workers Rehabilitation & Compensation Act 1986. The Act requires there be a real and substantial connection between the employment and the accident out of which the disability arises.

Students who sustain personal injury attributable to direct or indirect, serious or wilful misconduct on their part, may not receive payment under DECS self-insurance arrangements.

(b) **Non-government Schools:** All non-government students must be covered by personal accident insurance policies arranged annually by the school on behalf of all participating students and specially tailored for work placements. Students who sustain personal injury attributable to direct or indirect, serious or wilful misconduct on their part, may not be eligible for payments under the school's insurance arrangements.

### Public Liability Cover

(a) **Government Schools:** The government self-insures to cover liability up to a maximum of \$15 million for property damage or third party bodily injury arising from the negligent actions of students and Department personnel when performing duties associated with the school's approved student work placement program.

Should death/disablement or property damage be attributable to direct or indirect, serious or wilful misconduct by the student, payment may not be made under the government's self-insurance arrangements.

(b) **Non-Government Schools:** Non-government schools must arrange public liability insurance cover of at least \$15 million to cover liability arising from acts or omissions on the part of their students and staff. Public liability cover for an injury sustained by a student while on work placement is determined by the public liability insurance arranged by the school

Public liability insurance for watercraft of 8 metres length or more is excluded from the \$15 million cover provisions.

Should death/disablement or property damage be attributable to direct or indirect, serious or wilful misconduct by the student, payment may not be made under non-government schools' insurance.

(c) **Work Placement Providers' Public Liability Cover:** The Work Placement Provider's policy must cover damage or injury to third parties caused by the student but which resulted from the work placement provider's negligence, eg lack of supervision. Government and non-government schools accept liability for all costs, claims, proceedings or demands whatsoever arising out of, or in respect of, the participation of their school students in authorised work placement programs, with the proviso that the liability will not be accepted if the injured party is able to obtain appropriate benefit from some other source of cover, including the workplace provider's public liability insurance.

Thus work placement providers who participate in the work placement program must certify that they hold current public liability or protection and indemnity insurance, or, as is the case with some large corporations, statutory authorities and government departments and instrumentalities which self-insure, that they stand their own risk.

## How are unions involved in work placement?

The work placement program in South Australia is the result of negotiation and co-operation between schools, workplace providers and unions in order to ensure that your son or daughter's work placement is of the highest standard. The school may, where employer approval has been given, inform the SA Unions of student work placements.

## Further Information

If further information about work placements is required, contact:

- the Vocational Education and Training (VET) Coordinator at your local school
- the Department for Education and Children's Services, Catholic Education SA or Association of Independent Schools SA:
- The complete Workplace Learning Guidelines can be viewed on the DECS Futures Connect Website [www.decs.sa.gov.au/futuresconnect](http://www.decs.sa.gov.au/futuresconnect) - under the Workplace Learning webpage, or a downloaded copy can be obtained from the Workplace Learning Coordinator at your local school.

Department for Education and Children's Services  
31 Flinders Street ADELAIDE 5000  
Phone: (08) 8226 1000

Catholic Education SA  
116 George Street THEBARTON 5031  
Phone: (08) 8301 6600

Association of Independent Schools of SA  
301 Unley Road MALVERN 5061  
Phone: (08) 8179 1400



## 8. Brochure for workplace providers

# Offering a *Work Placement*

## Information for Workplace Providers

School logo

### What is a work placement?

A work placement is when a school assists a student to undertake a program at a worksite without the direct supervision of a teacher provided the student:

- is 15 years or older (14 yr old students may be permitted with specific Principal approval)
- attends as part of their formal education in which their role is that of a learner, not an employee
- is approved to attend through a formal arrangement between parents/caregivers, the student, school and workplace provider
- receives no payment for this planned time in the workplace

### Who can complete a work placement?

Students can be involved in work placements in two ways:

a) Structured Workplace Learning Placements which involves:

- an integral link to the Vocational (VET) program that students are undertaking. This program may be provided wholly on the job, by a teacher or trainer in a school, or by another training organisation.

b) Work Experience Placement which involves:

- discussion in the school of matters relevant to the activity, leading to a consideration of the wider context of the world of work, and/or planning for future career pathways.

### How much work placement can a student undertake?

Generally, students should not be engaged in work placement for more than 40 days per year or the equivalent of 240 hours and should not exceed the equivalent of 10 school days per term at one work site in the same occupational area. (Special school permission is needed to exceed these limits.)

### What training must a student complete before a work placement?

**Prior to attending their first work placement, schools will ensure students undertake an appropriate orientation program that deals with relevant issues from the:**

- Occupational Health, Safety and Welfare Act, 1986 (or as amended from time to time)
- Equal Opportunity Act, 1984 (or as amended from time to time)
- Children's Protection Act 1993 (or as amended from time to time).

**and makes them aware of**

- ✓ their roles, responsibilities and rights related to OHS&W in the workplace
- ✓ insurance arrangements and implications
- ✓ the procedure to be followed if they experience bullying, teasing, violence, sexual harassment, alcohol or drug abuse, or any other issue that makes them feel unsafe or uncomfortable and organizations that can support them.
- ✓ any other specific requirements of the workplace provider  
eg industrial safety issues or student responsibilities when working with young children, aged persons or people with disabilities.

Schools should provide students with a 'Statement of Completion' for successfully completing this program.

### Who finds the work placement?

Schools may choose to support students to find their own work placement. However, when the placement occurs as part of a vocational (VET) program, the school will assist students to find a position relevant to their course. In these cases, the school work placement coordinator will liaise with the workplace provider regarding tasks and work which will meet the specific learning needs required as part of that course. Some work placement activities/sites are prohibited for safety or other reasons. Contact the school for further information. It is recommended that students do not obtain placements with their parents either in a family business or by working directly with them in an organisation.

### What is the school's responsibility for a student on work placement?

Every teacher/staff member has a 'duty of care' towards every student under his or her supervision. Their duty is to take reasonable care to protect the student from foreseeable risk of injury and schools take reasonable steps to ensure that students are not placed in a work situation which may pose a risk due to factors which include the student's age, gender, capacity, maturity, or the working conditions. A teacher or school staff member will visit the student personally or make direct telephone contact with the student at least once during a work placement.

## What is the responsibility of workplace provider?

Under the OHS&W Act and EO Act the work placement provider has a duty of care for all those in the workplace including students on work experience and structured work placements. Work placement providers are responsible for:

- ✓ ensuring they have a copy of the signed *Workplace Learning Agreement Form* prior to the commencement of the placement.
- ✓ ensuring they conduct a site specific induction on commencement of the work placement
- ✓ taking all reasonable steps to protect the student from inappropriate behaviour such as teasing, bullying, sexual harassment, initiations etc.
- ✓ reporting any accident, inappropriate behaviour or other serious allegations regarding abuse involving the student to the school principal or designated school contact person as the school holds the primary 'Duty of Care' in this situation
- ✓ ensuring specific tasks and responsibilities are negotiated and recorded with the student and school before any placement occurs
- ✓ ensuring negotiated outcomes are recorded and reported on by personnel in the workplace; any agreed assessment will be linked to the school and/or relevant VET program or industry training package
- ✓ advising shop stewards, union/OHSW representatives (where applicable) of the presence of work placement students at the workplace.
- ✓ understanding students may be required to complete written tasks related to this placement as part of their educational requirements.

## What about insurance cover while on a work placement?

### Personal Accident Insurance

(a) **Government Schools:** All government students are covered by a personal accident insurance scheme which is funded and administered by the Department for Education and Children's Services (DECS). This cover includes

1. Death benefit: \$30,000 in the case of a non-liability accident
2. Disability Benefits: Depending on the extent of the disability, up to the maximum lump sum payable (as defined under the Workers Rehabilitation & Compensation Act 1986). See Appendix 10
3. Out-of-pocket medical/hospital expenses: up to \$2500 after other entitlements are first used, such as Medicare, private health cover, personal insurance, compulsory motor vehicle third party insurance etc.
4. Travel during the work placement is covered subject to specific conditions set in the Workers Rehabilitation & Compensation Act 1986. The Act requires there be a real and substantial connection between the employment and the accident out of which the disability arises.

Students who sustain personal injury attributable to direct or indirect, serious or wilful misconduct on their part, may not receive payment under DECS self-insurance arrangements.

(b) **Non-government Schools:** All non-government students must be covered by personal accident insurance policies arranged annually by the school on behalf of all participating students and specially tailored for work placements. Students who sustain personal injury attributable to direct or indirect, serious or wilful misconduct on their part, may not be eligible for payments under the school's insurance arrangements.

### Public Liability Cover

(a) **Government Schools:** The government self-insures to cover liability up to a maximum of \$15 million for property damage or third party bodily injury arising from the negligent actions of students and Department personnel when performing duties associated with the school's approved student work placement program.

Should death/disablement or property damage be attributable to direct or indirect, serious or wilful misconduct by the student, payment may not be made under the government's self-insurance arrangements.

(b) **Non-Government Schools:** Non-government schools must arrange public liability insurance cover of at least \$15 million to cover liability arising from acts or omissions on the part of their students and staff. Public liability cover for an injury sustained by a student while on work placement is determined by the public liability insurance arranged by the school

Public liability insurance for watercraft of 8 metres length or more is excluded from the \$15 million cover provisions.

Should death/disablement or property damage be attributable to direct or indirect, serious or wilful misconduct by the student, payment may not be made under non-government schools' insurance.

(c) **Work Placement Providers' Public Liability Cover:** The Work Placement Provider's policy must cover damage or injury to third parties caused by the student but which resulted from the work placement provider's negligence, eg lack of supervision. Government and non-government schools accept liability for all costs, claims, proceedings or demands whatsoever arising out of, or in respect of, the participation of their school students in authorised work placement programs, with the proviso that the liability will not be accepted if the injured party is able to obtain appropriate benefit from some other source of cover, including the workplace provider's public liability insurance.

Thus work placement providers who participate in the work placement program must certify that they hold current public liability or protection and indemnity insurance, or, as is the case with some large corporations, statutory authorities and government departments and instrumentalities which self-insure, that they stand their own risk.

## How are unions involved in work placement?

The work placement program in South Australia is the result of negotiation and co-operation between schools, workplace providers and unions in order to ensure that your son or daughter's work placement is of the highest standard. The school may, where employer approval has been given, inform the SA Unions of student work placements.

## Further Information: If further information about work placements is required, please contact:

- the Vocational Education and Training (VET) Coordinator at your local school
  - the Department for Education and Children's Services, Catholic Education SA or Association of Independent Schools SA:
  - The complete Workplace Learning Guidelines can be viewed on the DECS Futures Connect Website [www.decs.sa.gov.au/futuresconnect](http://www.decs.sa.gov.au/futuresconnect) - under the Workplace Learning webpage, or a downloaded copy can be obtained from the Workplace Learning Coordinator at your local school.
- |   |                                  |   |
|---|----------------------------------|---|
| <i>Department for Education and Children's Services</i> | <i>Catholic Education SA</i>     | <i>Association of Independent Schools of SA</i> |
| 31 Flinders Street ADELAIDE 5000                        | 116 George Street THEBARTON 5031 | 301 Unley Road MALVERN 5061                     |
| Phone: (08) 8226 1000                                   | Phone: (08) 8301 6600            | Phone: (08) 8179 1400                           |



## 9. SA Unions notification form

### *Notification of Work Placement to SA Unions*

#### FROM

Name of School:

Address:

#### TO

The Secretary, SA Unions, 11-16 South Terrace, ADELAIDE SA 5000

Fax: (08) 8231 9300

email: [saunions@saunions.org.au](mailto:saunions@saunions.org.au)

This is to advise that arrangements have been made for the work placement(s) listed below to be part of a work placement program.

Work Placement Organiser

.....  
(Please print name).

Date ...../...../20....

Contact Phone No:

School Fax No:

Contact Email:

|           | Placement<br>start date | Placement<br>finish date | Workplace<br>Business name | Provider | Workplace<br>Business Location | Provider | Number of students<br>attending this worksite |
|-----------|-------------------------|--------------------------|----------------------------|----------|--------------------------------|----------|---|
| 1         |                         |                          |                            |          |                                |          |   |
| 2         |                         |                          |                            |          |                                |          |   |
| 3         |                         |                          |                            |          |                                |          |   |
| 4         |                         |                          |                            |          |                                |          |   |
| 5         |                         |                          |                            |          |                                |          |   |
| 6         |                         |                          |                            |          |                                |          |   |
| 7         |                         |                          |                            |          |                                |          |   |
| 208<br>B8 |                         |                          |                            |          |                                |          |   |
| 9         |                         |                          |                            |          |                                |          |   |
| 10        |                         |                          |                            |          |                                |          |   |
| 11        |                         |                          |                            |          |                                |          |   |
| 12        |                         |                          |                            |          |                                |          |   |
| 13        |                         |                          |                            |          |                                |          |   |
| 14        |                         |                          |                            |          |                                |          |   |
| 15        |                         |                          |                            |          |                                |          |   |
| 16        |                         |                          |                            |          |                                |          |   |
| 17        |                         |                          |                            |          |                                |          |   |
| 18        |                         |                          |                            |          |                                |          |   |
| 19        |                         |                          |                            |          |                                |          |   |
| 20        |                         |                          |                            |          |                                |          |   |
| 21        |                         |                          |                            |          |                                |          |   |

\*\* Add more tables as needed

(Required at least one week prior to work placement commencing)

## WORK PLACEMENT INSURANCE COVER

### 10. Insurance cover

THIRD SCHEDULE - LUMP SUM COMPENSATION (as defined under the Workers Rehabilitation & Compensation Act 1986)

| <i>Nature of the Disability</i>  | <i>% of prescribed sum payable</i> |
|--|------------------------------------|
| Permanent and incurable loss of intellectual capacity resulting from damage to the brain   | 100                                |
| Total and incurable paralysis of the limbs   | 100                                |
| Loss of Vision:  |                                    |
| Total loss of sight of both eyes   | 100                                |
| Total loss of sight of one eye   | 50                                 |
| Total loss of sight of one eye, the vision in the other eye being less than 6/60 Snellens type with correction or absent   | 100                                |
| Hearing Loss:  |                                    |
| Total loss of hearing  | 75                                 |
| Speech Loss:   |                                    |
| Total loss of the power of speech  | 75                                 |
| Sensory Loss:  |                                    |
| Total loss of senses of taste and smell  | 50                                 |
| Total loss of sense of taste   | 25                                 |
| Total loss of sense of smell   | 25                                 |
| Arm Injuries:  |                                    |
| Loss of arm at or above elbow  | 90                                 |
| Loss of arm below elbow  | 80                                 |
| Hand Injuries:   |                                    |
| Loss of both hands   | 100                                |
| Loss of thumb  | 35                                 |
| Loss of forefinger   | 25                                 |
| Loss of middle finger  | 20                                 |
| Loss of ring finger  | 20                                 |
| Loss of little finger  | 14                                 |
| Total loss of movement of joint of thumb   | 15                                 |
| Loss of distal phalanx of thumb  | 17                                 |
| Loss of portion of terminal segment of thumb involving one-third of its flexor surface without loss of distal phalanx  | 15                                 |
| Loss of distal phalanx of forefinger   | 11                                 |
| Loss of distal phalanx of other fingers  | 9                                  |
| Loss of hand or loss of thumb and four fingers   | 80                                 |
| Leg Injuries:  |                                    |
| Loss of leg at or above knee   | 90                                 |
| Loss of leg below knee   | 80                                 |
| Foot Injuries:   |                                    |
| Loss of both feet  | 100                                |
| Loss of foot and hand  | 100                                |
| Loss of foot   | 75                                 |
| Loss of great toe  | 25                                 |
| Loss of any other toe  | 10                                 |
| Loss of two phalanges of any other toe   | 8                                  |
| Loss of phalanx of great toe   | 11                                 |
| Loss of phalanx of another toe   | 7                                  |
| Loss of genital organs   | 70                                 |
| Permanent loss of the capacity to engage in sexual intercourse   | 70                                 |
| Total impairment of the neck and cervical spine  | 80                                 |
| Total impairment of the upper back and thoracic spine  | 50                                 |
| Total impairment of the lower back and lumbar spine  | 80                                 |
| Loss of all teeth  | 20                                 |
| Total impairment of the ventilatory function   | 90                                 |
| Total impairment of shoulder   | 50                                 |
| Total impairment of wrist  | 25                                 |
| Total impairment of hip  | 45                                 |
| Total impairment of ankle  | 30                                 |
| Disfigurement -<br>A percentage of the prescribed sum (not exceeding 70 per cent) proportionate to the extent, severity and likely duration of the disfigurement.<br>Impairment of a physical or sensory faculty not mentioned above -<br>A percentage of the prescribed sum equivalent to the percentage loss of total bodily function represented by the impairment.   |                                    |
| 1. For the purposes of this schedule, a limb or other member will be taken to be lost if it is rendered permanently and wholly useless and a finger will be taken to be lost if two joints are severed from the hand or rendered permanently and wholly useless.<br>2. Where a disability consists of the permanent loss of a proportion (but not all) of the full efficient use of a physical or sensory faculty, a worker is entitled to a percentage of the compensation payable for total loss of the faculty equal to the percentage of full efficient use lost by the worker.<br>3. For the purpose of determining the extent of a loss of full efficient use of a physical or sensory faculty, the extent to which the loss, or the effect of the loss, may be reduced or limited by an external removable aid or appliance will be disregarded.<br>4. The percentage loss of total bodily function represented by a particular impairment of a physical or sensory faculty is to be determined in accordance with professionally accepted principles approved by regulation.<br>5. Where a worker is entitled to compensation in respect of two or more disabilities to which the schedule applies, the worker's entitlement will be determined in accordance with principles prescribed by the regulations (but the total entitlement cannot exceed 100 per cent of the prescribed sum).<br>6. In this schedule -<br>"impairment" in relation to a physical or sensory faculty, means the loss of the faculty, the loss of its use, or the damage to or malfunction of the faculty.<br>"physical or sensory faculty" includes any part of the body. |                                    |

## 11. Resources to support the orientation program for students

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Schools can access the following resources when preparing the Workplace Learning Orientation Program

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- Teachers' Resource Guide – *Teaching OHS in Schools - WorkCover Corporation, 2001*  
Copies of this resource were distributed to schools in 2001.
- *Preparing Students for Work Placement: A Student Workshop – Running Sheet for Teachers Responsible for Work Placement* – Open Training & Education Network – Distance Education 2001
- Workplace Services, Richmond Road, Keswick – Brochures
- Workplace Learning Teacher Resource – *Safety Linx – WorkCover Corporation/Quality LinCS*
- Work Experience safe@work CD-Rom, Student Resource – *Department of Education & Training, Victoria*,  
**(essential for students undertaking a work placement in Victoria)**
- Work Experience safe@work CD-Rom, Teacher Resource – *Department of Education & Training, Victoria*  
**(essential for students undertaking a work placement in Victoria)**
- Video resource: *A Job Well Done* – An Occupational Health & Safety Program for Secondary School Students with Disabilities or Impairments – *Department of Education & Training*
- *Workplace Bullying: Making a Difference* – Working Women's Centre of SA Inc 2003 – *Working Women's Centre SA Inc* (includes Teaching Hop's)
- OH&S Posters developed by Students & Teachers from Underdale High School – *WorkCover Corporation*
  - *Safe Work*
  - *'Report Hazards'*
  - *Workplace Hazards*
  - *Ergonomic Hazards*
- Workplace Health & Safety Training Resource Kit – *WorkCover Corporation*
- *World of Work Tool Box* (9996420E) – developed by ANTA and available at Australian Training Products (\$396.00)
- *Reducing Bullying in schools* – A professional development resource – DECS, Section 4, Workplace Bullying – P 74-77, 2004

The following websites also contain related information, brochures and downloads:

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- [www.workcover.com/learning/default.asp](http://www.workcover.com/learning/default.asp) - student and teacher lesson plans for OHS&W delivery. Useful for the Induction Program prior to work placement. Lessons include: OHS Laws; The importance of OHS; Injuries and their effects; Identifying hazards; Involvement in OHS. Accompanying Teacher's Lesson Plans are also available. Other useful resources include a test for students; and interactive industry specific units including the Virtual Hotel; Virtual Office; Virtual Supermarket; and Hunt the Hazards.

- [www.bullyingnoway.com.au](http://www.bullyingnoway.com.au) - Australian school communities share cyber solutions
  - [www.nohsc.gov.au](http://www.nohsc.gov.au) - National Occupational Health & Safety Commission (NOHSC)
  - [www.myfuture.com.au](http://www.myfuture.com.au) – Work Experience preparation.
  - [www.anta.gov.au](http://www.anta.gov.au) - Australian National Training Authority (ANTA)
  - [www.detya.gov.au](http://www.detya.gov.au) Commonwealth Department of Education, Training & Youth Affairs
  - [www.workcover.com](http://www.workcover.com) – Download OH&S posters developed by students & teachers from Underdale High School – WorkCover Corporation
    - *Safe Work*
    - *Report Hazards*
    - *Workplace Hazards*
    - *Ergonomic Hazards*
  - [http://www.eoc.sa.gov.au/public/new\\_fair\\_go\\_bro.pdf](http://www.eoc.sa.gov.au/public/new_fair_go_bro.pdf)  
- General information pamphlet on Equal Opportunities Commission (EOC)
  - [http://www.eoc.sa.gov.au/public/new\\_qanda.pdf](http://www.eoc.sa.gov.au/public/new_qanda.pdf)  
- EOC sexual harassment pamphlet 1
  - <http://www.eoc.sa.gov.au/public/indirect.pdf>  
- EOC discrimination pamphlet
  - <http://www.eoc.sa.gov.au/public/sexh.pdf>  
- EOC sexual harassment pamphlet 2
  - <http://www.eoc.sa.gov.au/public/victimisation.pdf>  
- EOC victimisation pamphlet
  - [www.wwc.org.au/ver3/index.html](http://www.wwc.org.au/ver3/index.html) - workplace bullying information and advice.
  - [www.techniworks.com.au](http://www.techniworks.com.au) - Techniworks Action Learning P/L – online modules related to inappropriate behaviour.
  - [www.hs101.ca/](http://www.hs101.ca/) - Passport to Safety. A Canadian based resource
  - [www.prattsafety.com.au](http://www.prattsafety.com.au) Pratt Safety Systems – Sign Products and Services to Industry
  - [www.detya.gov.au/schools/recap/section5/workexperprep.doc](http://www.detya.gov.au/schools/recap/section5/workexperprep.doc)
  - [www.atpl.net.au](http://www.atpl.net.au) – Australian Training Products
-

## 12. Translations of information on the Workplace Learning Agreement Form

This section contains 12 separate language translations of the main information found on the *Workplace Learning Agreement Form* and can be used by schools to accompany the form and assist non-English speaking students, parents and employers to understand the important information contained in the document before they sign it.

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However, people completing the *Workplace Learning Agreement Form* are asked to use the English language.

Further support can be gained from:

Interpreting and Translating Centre, Multicultural SA, 24 Flinders Street, Adelaide SA 5000  
Ph (08) 8226 1990

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The following languages have been translated and the extracts found on the following pages:

- a) English
  - b) Arabic
  - c) Bosnian
  - d) Chinese
  - e) Indonesian
  - f) Khmer
  - g) Kurdish
  - h) Persian
  - i) Russian
  - j) Serbian
  - k) Somalian
  - l) Spanish
  - m) Vietnamese
-

## **(a) English statement**

### **The 2004 Workplace Learning Agreement Form**

This translation explains the information contained in the *2004 Workplace Learning Agreement Form* which is used to establish a formal agreement between the student who is completing the workplace learning program (and parent/caregiver if under 18 years), the workplace provider and the school principal.

#### **Section A: Student Details**

In this section the student is asked to provide their contact details, any special medical condition they may have and an emergency contact person. They are also asked to sign the following statement:

*As a student on work placement, I agree to attend the workplace at the agreed time and days or notify both my workplace supervisor and the school promptly if I am unable to do so. I shall be appropriately dressed and comply with all reasonable directions. I shall promptly inform the workplace supervisor and the school of any incident or accident. I am aware that, in case of need, I may contact my supervising teacher or school.*

#### **Section B: Parent/Caregiver/Student 18 Years+/Student Living Independently**

In this section the parent/caregiver is asked to sign the following statement:

*I give permission for (insert student's name) to be involved in the work placement program on the understanding that, in the event of illness or accident, the emergency contact shall be notified as soon as possible. If they cannot be contacted, I authorize the person in charge to obtain the services of a suitably qualified medical practitioner and to convey the student to a place suitable for treatment. I undertake to cover the costs of any unmet expenses incurred. I understand that I am responsible for transportation and any costs associated with the student travelling to and from the work placement.*

#### **Section C: Work Placement Provider Details**

In this section the workplace provider (employer) provides their contact details, lists tasks the student may be asked to perform while on work placement and notes any safety clothing or equipment requirements. They are also asked to sign the following:

**I agree to accept** this student on work placement and to plan an appropriate program for their placement. All reasonable precautions will be taken in the workplace to ensure the health, safety and welfare of the student in a non-discriminatory and harassment free working environment. I will notify the school in the case of student illness, accident, inappropriate behaviour or any unexplained absence.

**Those work placement providers** who are mandated notifiers agree to acknowledge their responsibility under the Children's Protection Act 1993. All other work placement providers are reminded of their moral responsibility to report any suspected child abuse.

**I understand the student** will not be paid or given a reward of any description for work performed during the placement and will not be used to replace a paid or striking worker or be used to my advantage in industrial disputes.

**I understand** the student will be visited or telephoned by a teacher/staff member during the placement and that the student will not be involved with any tasks prohibited by insurance or legislation. The work placement provider, the school, the student or parents/caregivers may cancel the work placement at any time without notice.

**I certify that** Occupational Health, Safety and Welfare practices, procedures and systems are in place including the induction of people new to the work place.

#### **Insurance Arrangements**

**I understand** that while the student is participating in the work placement program they are covered by:

- The Department of Education & Children's Services self insurance arrangements for government school students.
- The school's personal accident and public liability insurance policies for non-government school students.

**I certify** that this work placement provider has a current public liability or protection and indemnity insurance policy **OR** I certify that this work placement provider is a large corporation, statutory authority, government department or instrumentality, and stands its own risk in terms of public liability in the event of injury to the student or damage or injury to a third party arising from the actions of the student, but which is attributable to negligence on the part of the proprietor or his/her employees or agents.

**I agree/disagree\*** to the school informing the SA Unions (SA Unions) of the business name of this work placement provider and its location to assist in maintaining the highest standard of this student work placement (delete one)

#### **Section D: Principal / Principal's Delegate**

In this section, the school principal provides final approval for the agreement by signing the following:

*I give permission for this student to undertake a work placement with the above named work placement provider in accordance with the governing Workplace Learning Guidelines 2004.*

*People completing any details on this form are asked to use the English language.*

*Further assistance can be gained from the Interpreting & Translation Centre – ph (08) 8226 1990*

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**(b) Arabic Translation**

**(c)    Bosnian Translation**



**(d) Chinese Translation**

**(e) Indonesian Translation**

**(f) Khmer Translation**

**(g) Kurdish Translation**

**(h) Persian Translation**

**(i) Russian Translation**

**(j) Serbian Translation**

**(k)   Somalian Translation**



## **(I) Spanish Translation**

**(m) Vietnamese Translation**