



Volunteering WA

Student Placement Protocol and Guidelines for Negotiating a Student on Placement Agreement

A resource for community organisations

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Statement

This document is intended as a tool for parties negotiating a higher education student placement agreement. It is envisaged that the parties to the agreement would work through the document together, considering all relevant questions in relation to the protocol and record agreements that arise out of this process. This record would form the basis for a student placement agreement between the agency providing the placement opportunity and other participating parties (student and educational institution).

1. A Statement of General Principle

Volunteering WA is committed to high ethical standards of professional conduct in the workplace. Higher education students on placement, their educational institutions, and the agencies conducting the placement are expected to operate within an ethical framework that is characterised by a respect for the rights and responsibilities of all parties involved in/affected by a student placement program. A student placement undertaken in association should:

- Respect the privacy, dignity, and confidentiality of all parties involved
- Benefit the student, agency, and any other individuals who are involved in the placement.
- Promote excellence in service and aim to maximise the quality of the experience for all parties involved.

Volunteering WA is an equal opportunity agency and opposes discrimination against any individual based on age, gender, ethnicity, religion, sexual orientation, or disability. Students and agencies are responsible for being aware of, and conducting themselves in accordance with, Volunteering WA's Student Placement Protocol.

2. Professional Standards

Students on placement and their educational institution are expected to be committed to providing a professional standard of service to their placement agency and any agency clients that they will be involved with in accordance with the expectations of the placement agency. Students should be made aware of their rights and responsibilities, so that they are only asked to participate in duties they are competent to perform.

2.1 What are the general principles that the agency expects the student to adhere to when providing a service to the agency and their clients?

2.2 What duties will the student be expected to perform whilst on placement?

2.3 Has a duty statement been negotiated with the student, agency, and educational institution?

Agencies offering placement positions are expected to provide a professional standard of training, supervision, and conduct toward students on placement. The agency should maximise opportunities for the student to learn and develop, whilst ensuring that the student is competent to perform any duties delegated to them.

2.4 Does the student have adequate qualifications and/or experience to perform the duties required by the placement?

2.5 Does the agency have appropriate and relevant tasks in which the student can be involved?

3. Clarity on the Roles and Expectations of Student and Supervisor

The roles and expectations of student, agency supervisor and educational institute supervisor should be clearly agreed to by all parties involved in student placement prior to commencement. This will depend on whether the student on placement is seen as co working, being supervised, observing or being mentored. This includes consideration of: the level of knowledge and skill that the student brings to the placement, the qualifications and experience of the potential agency supervisor, the expectations of the student and the educational institution as to the experience they will gain on placement and the expectations of the agency as to what duties the student will perform. Expectations on the level of supervision to be provided, and the amount of time allowed for the student to study/complete academic work on placement should also be clear to all parties.

- 3.1 What theoretical knowledge and practical skills does the student have?
- 3.2 What level of supervision will the student require whilst on placement, and is this level viable for the agency?
- 3.3 What practical experience does the educational institute expect the student to gain through the placement? (eg. co working, direct supervision, mentored)
- 3.4 Is the agency able to provide the training, supervision, and appropriate tasks and duties to meet this expectation?
- 3.5 How much, if any, of the placement time should the student be allocated to complete theoretical course work?
- 3.6 What role is the workplace supervisor expected to take in the student's theoretical assessment?

Volunteering WA recommends that agency supervisors hold qualifications and experience to the level required by the educational institute; have an approach which expects that both student and supervisor will learn from their joint venture; have the ability to assist the student translate theory into practice and broaden his/her viewpoint; and have a supportive attitude, accepting of the students individuality. ²

- 3.7 What qualifications and experience does the agency supervisor have?
- 3.8 Is the potential agency supervisor suitable for all requirements of the student placement?
- 3.9 If not, what alternatives are available (e.g. co-supervision with an external supervisor)?

The student's learning needs should be identified and agreed prior to the commencement of the placement. Volunteering WA recommends that the student be encouraged to take responsibility for directing their own learning; that they respect the norms of the agency such as punctuality, dress, notification of sickness; and they are stringent in applying confidentiality (see Section 5) to all information that regards the agency. ²

- 3.10 Are there any specific areas of confidentiality regarding the agency of which the student needs to be informed?
- 3.11 Is the student required to sign a confidentiality agreement between themselves and the agency?
- 3.12 Does the student have assurance that personal information (about themselves)

obtained adheres to the guidelines stipulated in the Privacy Amendment Act 2000?

4. Protection of Students

Higher education students on placement should be involved in worthwhile tasks that are relevant to their particular course of study. This will enable the student on placement to have worthwhile learning experiences as a result of their placement. Volunteering WA recognises that in some cases there may be power differentials between the student and the placement agency. Placement supervisors should do all they can to ensure that students on placement are protected from exploitation whilst on placement. Students on placement should not be used to perform duties other than those specified in the agreement, and as such have the right to refuse to participate in duties outside of those in the agreement.

4.1 Is the student aware of their rights in relation to being asked to perform specific tasks/duties outside of their duty statement?

5. Confidentiality

The boundaries of confidentiality and anonymity should be in accordance with the Privacy Amendment Act 2000, and clearly agreed to by all parties involved in student placement prior to commencement. This includes consideration of:

- the rights and responsibilities of individuals, clients, and organisations involved
- agreed reasonable security measures employed to safeguard data and documentation in the present and the future
- mechanisms for minimising invasion of privacy of student, agency, and agency clients
- detailing of any legal impediments to confidentiality

If consultation is sought with any bodies, professionals, or colleagues' external to the student placement agreement, confidentiality agreements must be protected by an assurance of confidentiality gained prior to consultation. ¹

5.1 Are all parties involved aware of the principles of the Privacy Amendment Act 2000 and any legal impediments to confidentiality?

5.2 Does the placement agency have the right to view any material collated/ authored by the student to censor any sensitive material with regards to the agency?

5.2a Does the student have the right to deny information to the agency that they feel impinges on their own right to privacy?

5.3 When sensitive material is involved, does a distinction need to be drawn between (1) a thesis and (2) a publication?

5.3a Is there any identifying information contained in the thesis/publication that should be removed for confidentiality reasons?

6. Ownership and Intellectual Property

The ownership, use and access to materials that a student produces and contributes to should be determined to the agreement of all parties prior to the commencement of the placement.

6.1 Do the issues of ownership, use, and access apply to any projects to which the student may contribute?

6.2 Record agreement on the rights of each party in regards to these issues.

When the student will have substantial involvement in a publishable or patentable project, this agreement should be written up as a contract prior to commencement of the placement.

6.3 Will the student be involved in any publishable or patentable projects?

6.4 In this case the agreement on the rights of each party with regards to the above issues should be written up as a legal document.

Due acknowledgement should be given to all concerned at completion of the project. This may include agreement to protect intellectual property that may limit free publication and discussion, guidelines on the establishment, and access to relevant databases, and issues of authorship. ↓

6.5 Does the student have the right to use any material from projects for commercial gain?

6.6 Does the agency or educational institute have the right to use any material from student projects for commercial gain?

7. Authorship

Authorship of projects that a student produces/contributes to should be discussed and agreed upon by all parties before commencement, and similarly reviewed if and when any changes in participation should arise. The Australian Code for Responsible Research Practice (2007) can be used as a guide to determining authorship. They state that "authorship is "substantial participation" subject to several conditions. The ordering of authorship should accurately reflect relative participation in the research and writing process regardless of the status of individuals.³

7.1 Who are the agreed authors of any publishable work?

7.2 What groups or individuals require acknowledgement and/or recognition in the publication of any project?

8. Resource Provision

All parties should be clear about the resources required by the student to successfully complete the work/project expected by the educational institute and agency, and who will provide these resources. This agreement should be made prior to the commencement of the placement, and clarify for what purposes these resources are to be used (e.g. issues such as personal phone calls). These agreements should be similarly reviewed in the event that any changes in resource requirements should arise throughout the placement.

In the event that previously agreed upon resources are not provided, the student should be free to use the established grievance procedures, and expect a timely resolution of the situation.

8.1 What resources does the student require?

8.2 Who will provide these resources?

8.3 What agency resources will the student have access to (e.g. telephone, internet, agency vehicle, library)?

8.4 For what purposes are these resources permitted for use (e.g. personal phone calls, academic study)?

9. Expense Reimbursement

All parties should be clear about the likely expenses to be encountered by the student whilst on placement, whether these expenses are eligible for reimbursement, and who will provide this reimbursement. This agreement should be made prior to the commencement of the placement. The issue of any additional expenses encountered by the student during placement should be immediately discussed with the agency and educational institute.

In the event of any significant changes in the role of the student at the agency during placement (e.g. the agency chooses to remunerate the student on placement; the student completes 'volunteer' hours, over and above the time required by the educational institution), the issue of reimbursement should be reviewed.

9.1 What expenses are likely to be encountered by the student whilst on placement, and are these expenses eligible for reimbursement?

9.2 Which party will provide this reimbursement?

10. Conflict of Interest

All parties involved in a student placement agreement should actively avoid any situation where their personal or financial interests or affiliations may be seen to create a bias in their professional judgment.² No student should be advantaged or disadvantaged by their extracurricular affiliations or activities.⁶

Volunteering WA recommends that where a conflict of interest is likely to exist, this situation/relationship needs to be fully disclosed to all parties involved, and provisions made for fair treatment and monitoring so that there is no actual or perceived favouritism or disadvantage.⁶

10.1 List any areas of the proposed placement where actual or perceived conflicts of interest exist or may arise.

10.2 What action will be taken, and by whom, regarding these instances?

11. Insurance

Issues of insurance cover for students on placement should be agreed upon between the student, educational institute and agency prior to the commencement of the placement. Aspects of cover that should be addressed include Personal Accident and Injury, (including Motor Vehicle) Public Liability, and Professional Indemnity Insurance. In the event of any significant changes in the role of the student at the agency (e.g. the agency chooses to remunerate the student on placement; the student completes 'volunteer' hours, over and above the time required by the educational institution), the issues of insurance cover should be reviewed.

11.1 Is the student on placement covered by the educational institute's or the agency's insurance?

11.2 Does the proposed insurance cover all of the above-mentioned aspects? (ie all areas that need to be insured for the tasks that are likely to be carried out by the student on placement?)

11.3 Does the proposed insurance cover the student at all times whilst performing duties as directed by the supervisor (ie even if they are not on agency property?)

11.4 What potential events throughout the placement will require a review of the current

insurance agreement?

It is the student's responsibility to take any measures required by the agency or educational institute to ensure insurance cover prior to commencing the placement e.g. confirmation that their enrolment is correct; obtaining a police check if requested by agency.²

11.5 Does the educational institute/agency require any measures to ensure the validation of insurance student cover, and is the student aware of these measures?

12. Grievance Procedures

The agency and educational institute should provide to students a formalised and systematic method of resolving placement-related concerns through an established grievance procedure.³ These procedures must be aimed to reconcile the interests of students, educational institute and agency while ensuring that overarching expectations of fairness are met. The process should be transparent and timely whilst assuring that parties involved will have privacy and confidentiality upheld.⁴

*Volunteering WA accepts The University of Western Australia's definition of 'grievance' to mean 'any problem, concern, or complaint related to a student's placement experience which is causing a student dissatisfaction or distress and for which the agency or educational institute has responsibility'*⁴

12.1 What are the agency's and educational institute's grievance procedures?

12.2 Does the student feel confident that should a grievance occur, they have adequate information and confidentiality assurance to have their grievance dealt with appropriately?

Volunteering WA opposes any and all reprisals or retaliatory actions taken against students for pursuing their rights to voice grievances, such as termination of placement, receipt of unwarranted performance rating, or denial of training for which the student would normally be eligible.⁵

Volunteering WA does not sanction any adverse action being taken against students on placement in retaliation for any lawful disclosure of information on a matter of public concern (i.e. whistle blowing), which the student in good faith believes evidences: a violation of any law, a danger to public health and safety, wrongful misconduct, or gross waste of public funds.³ Agencies should have in place an internal system for dealing with matters of public concern, and should ensure that students on placement are aware of the correct process for voicing such concerns.

12.3 What is the agency's system for dealing with matters of public concern?

12.4 Are all parties aware of any distinction that needs to be made between the two stages of 'whistle blowing' - internal and external?

13. Occupational Health and Safety/ Duty of Care

The student should be provided with the agency's Occupational Health and Safety policy and procedure documents to read. The student should be thoroughly familiar with Occupational Health and Safety rules and practices early in the placement. Volunteering WA recommends this to occur within the first three days of placement.⁷

13.1 Has the student been provided with the agency's Occupational Health and Safety policies?

13.2 Does the student feel satisfied with their understanding of these procedures?

If the tasks performed by the student deem them responsible for the welfare of agency clients, the student should be provided with the agency's Duty of Care guidelines. The student should be thoroughly familiar with these guidelines, and clearly understand how the guidelines relate to their placement position.

13.3 If required, has the student been provided with the agency's Duty of Care guidelines?

13.4 Does the student feel satisfied with their understanding of these procedures?

14. Reporting and Evaluation

The agency and potential supervisor should discuss with the educational institute the proposed reporting and evaluation process, and the role that both parties will take in this process. The expectations of both parties should be agreed upon prior to commencement of the placement.

14.1 What is the proposed reporting and evaluation process for the placement assessment?

14.2 How active a role is the agency supervisor expected to take in this process?

14.3 Does the agency supervisor have the right to view student work before it is submitted to the educational institution?

End Notes

¹ University of Melbourne (2008) Policy on the Management of Research Data and Records [on line]. Available at <http://www.unimelb.edu.au/records/research.html> [22/09/2009]

² Curtin University of Technology (1998) *School of Social Work Field Education Manual*.
The Arizona Board of Regents(2002) <http://www.abor.asu.edu/l/regents/policymanual/> University of Western Australia (2002) http://www.acs.uwa.edu.au/reg/fao/GRIEVANCE_resolution.pdf

³ Australian Code for the Responsible Conduct of Research [online] Available at <http://www.nhmrc.gov.au/publications/synopses/r39syn.htm> (25/09/09)

⁴ Volunteering Western Australia (2009) *Research Protocol and Guidelines for Negotiating a Research Agreement*.

⁵ [2007] Australian Code for the Responsible Conduct of Research [online] Available at <http://www.nhmrc.gov.au/publications/synopses/r39syn.htm> (25/09/09)

⁶ University of Auckland (2002) http://.auckland.ac.nz/Jcir_students/index.cfm