



International College of Auckland

# On Site Learning Agreement (Horticulture)

Between the International College of Auckland (“training provider”)

**And**

\_\_\_\_\_ (name)  
 (“on site learning provider”)

\_\_\_\_\_ (Address)

\_\_\_\_\_

\_\_\_\_\_

**DATED this**

**day of**

**200**

## ON SITE LEARNING AGREEMENT

### The Parties:

- International College of Auckland Limited is an accredited training provider registered with New Zealand Qualifications Authority. International College of Auckland Limited is accredited to provide education and training at levels one to six of the National Qualifications Framework.
- \_\_\_\_\_ (“sponsor’s name”) is an on site provider who has agreed to provide on site learning to learners who are currently enrolled in the International College of Auckland Training Course.
- The on site learning will take place at \_\_\_\_\_ (“the property”)
- This agreement will be read in conjunction with the individual training agreement between each learner placed on the property, and the on-site learning provider.

### 1. Safety

- 1.1 The on site-learning provider agrees to provide a safe work environment in accordance with the Health and Safety in Employment Act 1992 and the Health and Safety in Employment Amendment Act 2002. In particular to:
  - a. Provide and maintain a safe on site learning environment t.
  - b. Provide and maintain facilities for the safety and health of learners on the property.
  - c. Ensure that all material and equipment in the place of learning is designed made, set out and maintained to be safe for learners.
  - d. Develop procedures for dealing with emergencies that July arise while learners are on the on site learning provider’s property.

### 2. Training

- 2.1 The on site learning provider agrees to provide a range of tasks for learners to experience. The specifics of these tasks are more comprehensively outlined in the course materials provided to the on site learning provider. In particular, the on site learning provider agrees to:

- a. Provide clear instructions and take time to explain and demonstrate new tasks and supervise learners until that particular task has been competently attained.
  - b. Provide constructive feedback to learners about his/her work.
  - c. Help learners to integrate tutorial work with practical work on the property.
  - d. Assist learners with projects and assignment
- 2.2 The on site learning provider acknowledges that learners have no prior experience with machinery, stock and chemicals. The on site learning provider agrees that learners will not be given the opportunity to operate machinery, handle stock or use chemicals unsupervised until the on site learning provider is confident of learners' abilities in each particular area.
3. **Hours of Training** (training hours must not exceed 40 hours per week, a maximum of 32 hours on-site and a minimum of 8 hours attending tutorials)
- 3.1 Pursuant to the Training Agreement with International College of Auckland, the on site-learning provider agrees to provide learners with training for up to 32 hours per week on the property. As a normal rule the on site learning provider agrees that this workplace learning will take place on weekdays.
- 3.2 In addition to the on site learning, learners undertake tutorials one day per week. The on site learning provider acknowledges that learners will not be required to undertake on site learning on tutorial days.
- 3.3 The specific details of each individual learner's days and hours of training will be as detailed in the individual training agreement between each learner and the on-site learning provider.
- 3.4 The on site learning provider further acknowledges that there July, on occasions, be a necessity to change the tutorial day and the on site learning provider will be advised in advance as soon as possible before the change of a tutorial day.
- 3.5 The on site learning provider agrees to allow learners to attend tutorials on a day other than the usual day, if they have been advised in advance of the change of the tutorial day.
- 3.6 Additional tutorials if required to enable the learning outcomes of the course

to be met will be negotiated with the on-site learning provider.

#### **4. Learner Assessment**

- 4.1 The on site learning provider agrees to provide verbal feedback on learner's progress to the International College of Auckland Limited Course Supervisor.
- 4.2 The on site learning provider will regularly sign off the practical skills completed by learners in the workbook provided.
- 4.3 The on site learning provider will complete progress reports in conjunction with the International College of Auckland Limited Course Supervisor confirming details of attendance and progress in the industry and learner's general capability skills.
- 4.4 The on site learning provider acknowledges that only qualified assessors employed or contracted by International College of Auckland Limited – Training can sign off assessments.

#### **5. Learner Welfare**

- 5.1 The on site learning provider agrees to provide a supportive and caring environment to learners.

#### **6. On site Learning Provider Training**

- 6.1 The on site learning provider agrees to attend on site learning provider training, meetings including resource planning, organising of the programme and feedback sessions on a regular basis as and when arranged by International College of Auckland Limited.

#### **7. Length of on site Learning Agreement**

- 7.1 This agreement shall remain in force until either party gives notice of termination of the agreement. (Refer 10.1)
- 7.2 The on site learning provider acknowledges that learners are on a course and learners will not be required to attend training during scheduled holiday.
- 7.3 The on site learning provider acknowledges that it is not part of the International College of Auckland Limited training course that learners attend training more than 5 days per week, including tutorial days. If learners are to attend on site training on a Saturday or Sunday the on site learning provider

will ensure that learners have the appropriate number of corresponding days rostered off during the week.

7.4 The on site learning provider acknowledges that any work done by learners outside the hours of the training course is in agreement between the on site learning provider and learners and July give rise to an employment relationship.

7.5 The on site learning provider accepts all the incumbent responsibilities that therefore arise as a result of that employment relationship.

7.6 The on site learning provider acknowledges that they have been provided with a draft employment agreement to use if they wish to employ learners on a casual basis.

## 8. **Job Interviews**

8.1 The on site learning provider acknowledges that learners July require time off during the course of his/her training to attend job interviews.

## 9. **Financial Issues**

9.1 The on site learning provider acknowledges that International College of Auckland Limited does not support the payment of wages to learners during the hours of on site learning.

9.2 International College of Auckland Limited will advise the on site learning provider if learners are in receipt of a training allowance, or independent youth allowance.

9.3 If the on site learning provider wishes to pay learners that is solely at their discretion and any resultant obligations that July arise in respect of an employment relationship are the responsibility of the on site learning provider.

## 10. **Termination of Agreement**

10.1 This agreement July be terminated by either party, by the giving of one month's written notice.

