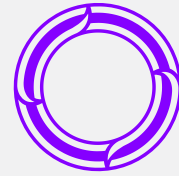


# WORKPLACE RELATIONSHIP AGREEMENT



TE  
MAHI  
AKO

Workplace Relationship Agreement between  
Skills Active Te Mahi Ako Limited (Te Mahi Ako) and

(the Company)

## Background

Te Mahi Ako enables work-based learning in te ahumahi ā-rēhia: the active recreation, leisure, and entertainment sectors. Te Mahi Ako is a non-profit tertiary education provider, registered with the New Zealand Qualification Authority (NZQA) and funded by the Tertiary Education Commission (TEC), to support Aotearoa businesses, iwi and communities to uplift their people through real-life learning. The Work-Based Delivery Mode defines the learner as an employee, contractor or volunteer, who enrolls with a registered tertiary provider and acquires skills and knowledge in their workplace. Learning is typically work-based with supported self-directed learning. Learners will be supported in all aspects of their training by both the provider and employer. Te Mahi Ako is responsible for the learner's health and wellbeing support, in combination with the employer, and in accordance with their obligations under employment legislation, the [Pastoral Care of Tertiary and International Learners Code of Practice](#), and where applicable, the [Code of Good Practice for New Zealand Apprenticeships](#).

## Introduction

1. This Agreement describes and acknowledges the working relationship between the Company and Te Mahi Ako.
2. Te Mahi Ako and the Company have agreed to work together in partnership to develop and implement a training and assessment programme to meet the requirements of NZQA.

## Responsibilities and commitments

3. The Company agrees to:
  - a. Administer this agreement in the spirit of the partnership and in such a way that best ensures the education outcomes required by NZQA, Te Mahi Ako and the learners.
  - b. Work with Te Mahi Ako to ensure learners have the necessary skills to undertake work-based learning.
  - c. Allocate resources and associated costs (including personnel and time) to train and assess staff towards the qualifications detailed in Schedule A.
  - d. Actively encourage and support its employees to achieve qualification(s) on the New Zealand Qualifications Framework (NZQF), achieving a minimum of 80% completion rate within the qualification duration.
  - e. Support and adhere to requirements of the Pastoral Care of Tertiary and International Learners Code of Practice 2021.
  - f. Ensure there are relevant learner agreements in place for all eligible staff enrolling into programmes.
  - g. Regularly review learner achievement, the training programme, and programme completion rates, to ensure that each year 90% of learners or more achieve a minimum of 10 credits towards their programme, during their enrolment period.
  - h. Provide resources to support the learner's relevant skill acquisition and any self-directed learning.
  - i. Support Te Mahi Ako with assessment of the learner's skill acquisition. Assessment activities include verification, credit reporting and moderation and can include purchasing and utilising assessment resources from an external source.
  - j. Support staff to become assessors where applicable.
  - k. Ensure all assessment is carried out in accordance with the national standard and good assessment practice.
  - l. Have in place a Health and Safety Plan that is compliant with New Zealand legislation to ensure that risks in the workplace are eliminated or mitigated appropriately to reduce the risk of harm to staff and/or visitors to the workplace, including Te Mahi Ako staff and contractors.

- m. In the event of a civil emergency or natural disaster, the workplace will hold primary responsibility for staff care and wellbeing and will enable Te Mahi Ako to provide secondary support as required.
  - n. Ensure that any Te Mahi Ako staff or contractors are made familiar with relevant parts of the Company's Safety Management System, any hazards they may encounter on their visit to the workplace are identified, and controls put in place to manage the safety of those staff and contractors during their visit.
  - o. Agree to allow auditors from Te Mahi Ako, TEC, or NZQA to access any records that might be pertinent to this agreement if required.
  - p. Ensure all learners are legally entitled to work in New Zealand and comply with TEC learner eligibility criteria.
  - q. Ensure all learners that have not achieved a Level 2 or higher qualification complete the online Literacy, Language and Numeracy Assessment, on receipt of their login code provided by Te Mahi Ako.
  - r. Ensure all non-domestic learners who do not originate from Australia, Canada, the Republic of Ireland, South Africa, the United Kingdom or the United States can provide evidence of meeting NZQA English proficiency requirements prior to Te Mahi Ako accepting their enrolment. For more details see [English language entry requirements for international students :: NZQA](#)
4. Te Mahi Ako agrees to:
- a. Administer this agreement in the spirit of the partnership and in such a way that best ensures the education outcomes required by NZQA, the Company and the learners.
  - b. Work with the employer to develop or amend the required agreements, identify relevant training needs, develop the learner pathway, and provide the learner specific training agreement.
  - c. Provide the Company with appropriate resources for Te Mahi Ako's qualifications and programmes.
  - d. Work with the company to develop assessor and verification pathways as required.
  - e. Provide the learner with support that meets the requirements of the Education Pastoral Care of Tertiary and International Learners Code of Practice. This includes:
    - i. taking all reasonable steps to maintain the wellbeing of domestic tertiary students and to protect international students and
    - ii. ensuring as far as possible that domestic tertiary students and all international students have a positive experience that supports their educational achievement.
  - f. Provide information, regular progress reports, advice, and support to achieve education outcomes as required.
  - g. Report unit standards to NZQA and cover the costs involved with credit reporting, gaining National Student Index (NSI) numbers, Record of Achievement (RoA) checks, and verifying and awarding qualifications from the NZQF.
  - h. Commit to the development and support of workplace assessors as appropriate.
  - i. Ensure Te Mahi Ako staff adhere to the Company's Health and Safety Plan when on site.
  - j. Check to ensure assessment is consistent through moderation processes.

## Volunteer arrangements

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- 5. When enrolling eligible volunteers into a national qualification attracting TEC funding, a written arrangement between the workplace and the volunteer(s) must be in place.
- 6. The Volunteer arrangement must comply with, and reference the following TEC criteria:
  - a. Are in arrangements with organisations that are in the nature of employment, with clear contractual obligations between the parties.
  - b. Have regular or rostered hours of duty.
  - c. Commitment to attend work on a regular or when required basis.
  - d. Can be subject to termination for unsatisfactory performance.

## Complaints and grievances

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- 7. Te Mahi Ako is responsible for handling formal complaints promptly and with fairness and consistency. We have a process to deal with any concerns about any aspect of the learning experience. The Learner Complaints/Grievances Policy not only applies to the workplace but also extends to staff, visitors, contractors, and members of the public who wish to lay a formal complaint about any activity of the organisation.
- 8. The Complaints and Grievances Policy and associated forms can be found in the Te Mahi Ako Policy Manual on the [Forms page](#) of the Te Mahi Ako website.
- 9. If you are not satisfied with the outcome of a complaint, you can escalate the matter to [NZQA](#) for complaints about support services, pastoral care, quality of your programme or the management of Te Mahi Ako, or, [Study Complaints](#) for financial or contractual disputes.

## Withdrawals and refunds

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10. Learners can withdraw from a programme at any time. Whether a learner is eligible for a refund of tuition fees will depend on the length of the programme and when they withdraw from it:
  - a. For programmes shorter than three months' duration, a full refund is available if a withdrawal is requested within five working days from the start date.
  - b. For programmes three months' duration or longer, a full refund is available if a withdrawal is requested within ten working days from the start date.
  - c. You can view the Withdrawals and Refunds Policy in the Te Mahi Ako Policy Manual on the Forms page of the Te Mahi Ako website.

## Measurement

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11. The workplace agreement will be deemed successful if:
  - a. Clear strategies are developed to achieve the aims of this agreement.
  - b. Learners achieve their education goals and qualifications.
  - c. Employees within the Company develop work skills and qualifications that result in improved productivity.
  - d. Each partner considers this relationship beneficial.

## Signatures

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### **The Company:**

Signature:

Signatory's name:

Signatory's title:

Date:

### **Te Mahi Ako**

Signature:

Signatory's name:

Signatory's title:

Date:

## Schedule A

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### Term and Review

- This Agreement, unless earlier terminated, will be valid for 12 months from the date of signing.
- This Agreement is subject to the continuation of funding as provided for in Te Mahi Ako's Investment Plan as agreed with TEC.
- This Agreement may be reviewed at any time at the request of either party.
- The signing of this document implies that the Terms and Conditions of Trade, also available on the Te Mahi Ako website, are understood and agreed to.
- To enrol staff into a "Benchmarked" or "Verified and Aligned" programme, a current approval letter needs to be signed by the Te Mahi Ako Manager – Quality Solutions.

### Approved Programmes and Learner Volume

The Company agrees to support training and assessment for the following approved programmes:

| Qualifications | Anticipated number of learners per year |
|----------------|---|
|----------------|---|

### Enrolment and resource fees as agreed by Te Mahi Ako and the Company

A full list of available programmes with enrolment fees can be found on the [Fees page](#) of the Te Mahi Ako website.

## Important notes

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- If the Company is seeking reimbursement for the enrolment or assessment fees from the learner then Te Mahi Ako must be informed as NZQA student fee protection rules need to be adhered to.
- Te Mahi Ako will ensure all Fees Free eligible learners are aware of the implications of apprenticeship enrolment on future tertiary education learning. All Fees Free eligible enrolments will be reconfirmed with the learner prior to processing.
- If a learner does not make suitable progress across any given 12-week period, they may be withdrawn and a full registration fee will apply on any re-enrolment.
- The above schedule does not restrict employees accessing any additional qualifications offered by Te Mahi Ako.
- Any additional qualifications will be charged at standard Te Mahi Ako prices.
- In the event that a designated internal assessor is no longer available, Full Service Model (FSM) assessment fees will need to be paid by the workplace in addition.

## Schedule B

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### \* required field

\* Legal name

\* Trading as

\* Physical address

\* Postal address

(if different)

Main telephone

\* Contact person

Position

\* Telephone

Mobile

\* Email

\* Accounts contact

\* Telephone

Mobile

\* Email

## Finance information

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Legal name

Finance Email

Finance mobile

Finance landline

Workplace Email