

## **Placement Agreement**

### **The parties named below hereby enter into the following Agreement**

N.B. This English translation is provided for informational purposes to students and organisations who require it for language reasons. In cases of dispute, the German version of the Agreement, on which this translation is based, shall be authoritative.

#### **Hamburg University of Applied Sciences (HAW Hamburg)**

represented by its President

represented in turn by the Placement Officer for the BA degree course in Education and Learning in Childhood, Department of Social Work, Faculty of Business and Social Sciences

#### **The student of HAW Hamburg, Department of Social Work, completing her/his professional practice in the BA degree course in Education and Learning in Childhood, named as follows:**

Last name: \_\_\_\_\_ Registered student no.: \_\_\_\_\_

First name: \_\_\_\_\_ Degree course commenced in winter semester (year) \_\_

Relevant semester:  1  2  3  4  5  6

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

#### **The placement establishment named as follows:**

Overarching organisation or institution (if any): \_\_\_\_\_

Establishment: \_\_\_\_\_

Responsible/overseeing organisation: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact within the establishment: \_\_\_\_\_

Planned duration of placement: \_\_\_\_\_. \_\_\_\_\_. \_\_\_\_\_. to \_\_\_\_\_. \_\_\_\_\_. \_\_\_\_\_.

#### **The placement establishment appoints the following individual(s) as placement mentor(s) to the student:**

1.  
Last name: \_\_\_\_\_ First name: \_\_\_\_\_

Professional qualification: \_\_\_\_\_



**2.**

Last name: \_\_\_\_\_ First name: \_\_\_\_\_

Professional qualification: \_\_\_\_\_

Office address: \_\_\_\_\_

## 1

### **Subject of the Agreement; legal bases**

(1) This Agreement sets out the content of the professional practice to be completed by students in the BA degree course in Education and Learning in Childhood at HAW Hamburg, and the rights and responsibilities of the parties to the Agreement, on the basis of the relevant legislation and the 'Guidelines for institutionally-guided professional practice and placements in the BA degree course in Education and Learning in Childhood' issued by HAW Hamburg, Faculty of Business and Social Sciences, Department of Social Work.

(2) The professional practice required of students in the above-named BA degree course is stipulated on the basis of the following documents, in their currently valid German versions as published:

Course and Examination Regulations for the Bachelor of Arts degree course in Education and Learning in Childhood, Faculty of Business and Social Sciences, at HAW Hamburg, issued on 27 December 2008, specifically Section 14.

Module Handbook for BA degree course in Education and Learning in Childhood

'Guidelines for institutionally-guided professional practice and placements in the BA degree course in Education and Learning in Childhood'

## 2

### **Placement establishment**

(1) Students acquire their professional practice at an appropriate establishment in the public or private sector (placement establishment, host establishment). In taking on a student, the placement establishment acts on behalf of HAW Hamburg and agrees to comply with all relevant legal provisions, with the stipulations set out in the Module Handbook for the BA degree course in Education and Learning in Childhood, and with the provisions of this Agreement.

## 3

### **Professional practice as stipulated for the degree course**

**The professional practice to be acquired during the degree course in Education and Learning in Childhood comprises the following parts:**

- a) **Exploring the field of education and learning in childhood** (semester 1)
- b) **Observing and documenting educational processes** (semester 2)
- c) **Evaluation and quality development** (semester 3)
- d) **Requirements and activity analysis** (semester 4)
- e) **Practical project** in student's focal area (semester 5)
- f) **Practical project** in student's focal area (semester 6)

## 4

### **Key rights and responsibilities of the parties to the Agreement**

- (1) The student agrees, in particular:
- a) to comply with all relevant legal provisions and the stipulations set out in the Module Handbook for the BA degree course in Education and Learning in Childhood
  - b) to comply with all instructions issued by those supervising her/him in the context of the placement
  - c) to comply with the rules and regulations in force at the host establishment and respect its internal organisational structures
  - d) to maintain confidentiality on internal matters relating to the establishment or its administration which become known to her/him in the course of the placement, where legal stipulations or the organisation responsible for overseeing the establishment direct that confidentiality is to be maintained. This obligation remains in force after the placement's completion.
  - e) to inform the host establishment without delay should she/he find herself unable to commence a part of the placement or professional practice, or be absent from the host establishment due to illness or other cause
  - f) should she/he need or wish to leave the host establishment before completing the requisite hours, to propose an alternative host establishment to HAW Hamburg for approval.
- (2) HAW Hamburg agrees
- a) to ensure the student receives adequate and appropriate support and instruction during the placement period, in accordance with the relevant legal provisions and the stipulations set out in the Module Handbook for the BA degree course in Education and Learning in Childhood
  - b) should a student need or wish to leave their host establishment before completing the requisite hours, to consider the student's proposal of an alternative host establishment in accordance with due process and reach a decision within a reasonable timeframe.

## 5

### **Responsibilities of the placement establishment**

- (1) The placement establishment (host establishment) provides supervision and instruction to the placement student in accordance with the stipulations set out in the currently valid German-language version of the Course and Examination Regulations for the BA degree course in Education and Learning in Childhood, Faculty of Business and Social Sciences, at HAW Hamburg, and supports her/him in the tasks and learning required.
- (2) The host establishment shall ensure that the student is familiarised with all legal and other provisions and stipulations of relevance to the placement, such as data protection provisions and regulations relating to the establishment's internal organisational structures and practices.

(3) Should questions or issues arise, the host establishment should contact the Placement Officer for the BA degree course in Education and Learning in Childhood, Faculty of Business and Social Sciences, HAW Hamburg, Alexanderstr. 1, 20099 Hamburg, email: praktikum\_BABE@haw-hamburg.de

(4) Upon completion of the placement, the host establishment shall issue the student with a written evaluation of her/his performance, attitudes and approach during the course of the placement. It shall also issue a written evaluation to students who leave the placement without having completed the requisite number of hours.

(5) Upon completion or termination of the placement, the host establishment shall issue the student with written confirmation of the exact number of hours completed.

## 6

### **Responsibilities of the student**

(1) The student agrees

- a) to carry out the tasks assigned to her/him in the course of the placement with due care and attention
- b) to abide by the stipulations set out in the currently valid (German) version of the Course and Examination Regulations for her/his degree course
- c) to comply with any instructions issued to her/him by those supervising her/him in the context of the placement
- d) to comply with the rules and regulations in force at the host establishment and respect its internal organisational structures
- e) to inform the host establishment without delay should she/he find herself/himself unable to commence a part of the placement or professional practice, or be absent from the host establishment due to illness or other cause

## 7

### **Rights and responsibilities of the Placement Officer for the BA degree course in Education and Learning in Childhood**

(1) The Placement Officer for the BA degree course in Education and Learning in Childhood serves as a point of contact for the parties to the Agreement. She/he is entitled to request and receive information relating to the student's progress from the placement establishment and to visit the establishment by prior arrangement to discuss matters relating to the placement with the appropriate individuals.

(2) All parties to the Agreement are required, independently of one another, to inform the Placement Officer should any of the following instances arise:

- a) the student fails to commence the placement
- b) any of the parties wish to seek dissolution of the Agreement
- c) any of the parties wish to make amendments or additions to the Agreement

(3) The Placement Officer for the BA degree course in Education and Learning in Childhood shall confirm the placement for a specific semester as completed once the student has completed the requisite 180 hours in line with the provisions of the

relevant Course and Examination Regulations.

## 8

### Required hours; absence

(1) The student's required professional practice comprises 180 hours per semester in each semester from the first to the sixth. During teaching periods (*Vorlesungszeit*), students must complete at least 6 hours per week. A student in her/his fifth semester may, with good reason and subject to prior approval, complete all 180 hours pertaining to that semester outside the semester's teaching period.

(2) Only hours actually completed count towards a student's total hours requirement. A maximum of eight hours per semester of absences only may be counted towards total placement hours. Any further hours lost through absence must be made up, regardless of the reason for the absence (illness etc.). Students do not accrue entitlement to annual leave during their placements.

## 9

### Remuneration

This Agreement makes no provisions regarding remuneration. A separate written agreement is required where a student is to receive remuneration during the placement. The parties to the Agreement are responsible for complying with any employment, taxation or social insurance requirements or implications which may arise from payment of remuneration. It is not permissible for remuneration agreements to be made where any such requirements or implications arising from them would act to limit or alter any of the rights or responsibilities relating to the duration, extent and content of the placement that are set out in this Agreement.

## 10

### Mediation in cases of dispute

Where dispute arises between the student, the host establishment and/or HAW Hamburg, the parties to the Agreement should seek mediation before taking the dispute to court. Requests for mediation should be submitted to the Placement Officer for the BA degree course in Education and Learning in Childhood.

## 11

### Termination of the Agreement between the student and HAW Hamburg

(1) The Agreement shall terminate automatically if the student is deregistered (*exmatrikuliert*) from HAW Hamburg.

(2) None of the parties to the Agreement hold an entitlement to terminate it with notice. Their right to terminate it without notice due to serious infringements of its provisions shall remain unaffected.

## 12

### **Dissolution of the Agreement between the student and the placement establishment**

(1) This Agreement may be dissolved effective on the final day of any month, with notice of at least four weeks in advance of the date of dissolution. Notice of intent to dissolve the Agreement must be given in writing and, if delivered by post, via recorded delivery (*Einschreiben*).

(2) The parties' right to dissolve the Agreement without notice due to serious infringements of its provisions or other significant reasons shall remain unaffected.

## 13

### **Coming into effect of the Agreement; amendments and additions**

(1) The Agreement shall not come into effect until the placement establishment has been approved as suitable and the parties to the Agreement have approved its provisions. The Placement Officer for the BA degree course in Education and Learning in Childhood conducts and confirms these procedures, in agreement with the relevant members of HAW Hamburg academic staff and communicating all decisions to the student.

(2) Any subsequent amendments or additions to this Agreement must be made in writing. Their effectiveness is further subject to the approval of the Placement Officer for the BA degree course in Education and Learning in Childhood. Section 1 of this Agreement shall apply accordingly to any amendments or additions.

## 14

### **Concluding provisions**

(1) The effectiveness of any amendments or additions made to this Agreement shall be subject to their being made in writing.

(2) The invalidity of any individual provisions of this Agreement shall not affect the effectiveness of the remaining provisions. Should a provision of this Agreement be held to be ineffective or invalid, the parties shall replace it with a new, effective provision which corresponds as closely as possible to the purpose of the Agreement as a whole.

(3) This Agreement does not constitute a contract of employment. Provisions of collective labour or wage agreements are not applicable to this Agreement. Where a student has entered into a contract of employment, particularly with the host establishment, the contract shall coexist alongside and independently of this Placement Agreement as a separate agreement, and shall not affect nor render invalid the rights and responsibilities set out in this Placement Agreement.

(4) The provisions of the German Civil Code (*Bürgerliches Gesetzbuch*) apply in relation to any issues not covered specifically by this Agreement.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
(representative's signature/official stamp) HAW Hamburg

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
(signature) student

\_\_\_\_\_  
Place, date  
establishment

\_\_\_\_\_  
(representative's signature/official stamp) placement