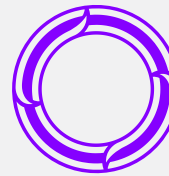


# WORKPLACE RELATIONSHIP AGREEMENT



TE  
MAHI  
AKO

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

(the Company)

## Background

Te Mahi Ako partners with businesses, iwi, and communities to uplift their people through real-life learning in the active recreation, leisure, and entertainment sectors. As a non-profit tertiary education organisation, registered with the New Zealand Qualification Authority (NZQA) and funded by the Tertiary Education Commission (TEC), we focus on delivering work-based learning experiences.

This agreement reflects our shared commitment to providing learners – employees, contractors, or volunteers – with practical skills and knowledge through supported and self-directed learning in the workplace. We prioritise learner wellbeing and adhere to relevant legislation, including employment laws, the NZQA [Pastoral Care of Tertiary and International Learners Code of Practice](#), and where applicable, the [Code of Good Practice for New Zealand Apprenticeships](#).

## Purpose

This agreement outlines the expectations, responsibilities, and commitments of Te Mahi Ako and the Company to support learners in achieving their education goals while meeting regulatory standards.

## Responsibilities and commitments

### The Company

#### Collaborative partnership

1. Work with Te Mahi Ako to achieve education outcomes while prioritising learner needs.
2. Dedicate the time, personnel, and resources required to support training and assessment.

#### Learner support

3. Support and meet the requirements of the Pastoral Care Code.
4. Provide learners with a safe and supportive environment, including tools and resources for workplace-based and self-directed learning.
5. Encourage learners to achieve qualifications, with a target of an 80% completion rate.

#### Learning outcomes and progress

6. Regularly review learner achievements, aiming for 90% of learners to achieve at least 10 credits annually.
7. Support assessments by collaborating with Te Mahi Ako on moderation, reporting, and verification.

#### Regulatory compliance

8. Confirm each learner has a formal written agreement compliant with the Employment Relations Act 2000 or an equivalent agreement for volunteers and contractors.
9. Confirm learners meet TEC eligibility criteria and are legally entitled to work in New Zealand.
10. Verify non-domestic learners' compliance with NZQA's English language proficiency requirements (where applicable).
11. Provide access to relevant educational records for auditors from Te Mahi Ako, TEC, or NZQA.
12. Support learners without Level 2 qualifications to complete the Literacy, Language, and Numeracy (LLN) Assessment.

## Health, safety, and emergencies

13. Maintain a compliant Health and Safety Plan to protect the wellbeing of staff, learners, and visitors.
14. In civil emergencies:
  - Take primary responsibility for staff and learner safety
  - Facilitate Te Mahi Ako's ability to provide secondary support to its learners
  - Ensure emergency protocols are in place and communicated.
15. Inform Te Mahi Ako staff of safety procedures and hazards during workplace visits.

## Te Mahi Ako

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### Collaborative partnership

1. Work with the Company to identify training needs and develop tailored learning pathways.
2. Share regular updates and insights to support learner success.

### Learner and company support

3. Provide necessary resources and guidance for training programmes.
4. Offer pastoral care in alignment with the Pastoral Care Code of Practice, ensuring:
  - The wellbeing of domestic and international learners
  - A supportive learning environment fostering achievement.

### Regulatory compliance

5. Ensure all assessments meet NZQA standards through regular moderation.
6. Manage reporting, including unit standards, credit reporting, and qualification verification.

### Health and safety

7. Follow to the Company's Health and Safety Plan when visiting worksites.

## Complaints and grievances

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Te Mahi Ako is committed to resolving complaints fairly and efficiently:

1. **Resolution process:** Formal complaints will be addressed promptly and consistently.
2. **Policy access:** Full details of the Learner Complaints and Grievances Policy are available in the Te Mahi Ako Policy Manual on the [forms page](#) of our website.
3. **Escalation options:** If a resolution is not satisfactory, complaints can be escalated to:
  - NZQA for issues related to programme quality, support services, or pastoral care
  - [Study Complaints](#) for financial or contractual disputes.

## Withdrawals and refunds

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Te Mahi Ako understands circumstances may change and supports learners through the withdrawal process:

1. **Short programmes (under 3 months):** A full refund is available if the withdrawal request is made within five working days of the start date.
2. **Longer programmes (3 months or more):** A full refund is available if the withdrawal request is made within ten working days of the start date.
3. **Policy details:** Full information is available in the [Te Mahi Ako Policy Manual](#) on our website.

## Measuring success

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This agreement will be considered successful when:

1. Clear strategies are in place to meet relationship goals.
2. 85% of learners report satisfaction with their learning experience, based on survey results conducted by Te Mahi Ako.
3. 75% of learners complete their programmes within the agreed durations.
4. Learners develop skills that improve workplace productivity and capability.
5. Both parties regard the partnership as beneficial and aligned with their goals.

## Term and review

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6. **Duration:** Valid for 12 months from the signing date unless terminated earlier by mutual agreement.
7. **Funding:** Subject to continuation of TEC funding as outlined in Te Mahi Ako's Investment Plan.
8. **Review:** Either party may request a review at any time.
9. **Acknowledgement:** Signing confirms both parties' agreement to the [Terms and Conditions](#) available on the Te Mahi Ako website.

## 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: Enrolment and fees

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1. **Enrolment and resource fees:**
  - Te Mahi Ako and the Company will agree upon enrolment and resource fees based on the selected programmes.
2. **Additional qualifications:**
  - Employees or learners may pursue additional qualifications outside the agreed programmes, which will be charged at Te Mahi Ako's standard rates.

## Important notes

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- **Reimbursement notification:**
  - If the Company intends to seek reimbursement for enrolment or assessment fees from learners, the Company must notify Te Mahi Ako. This ensures that compliance with NZQA's student fee protection rules is maintained.
- **Fees Free:**
  - Te Mahi Ako will collaborate with the Company to communicate implications for learners.
- **Progress expectations:**
  - If learners face challenges progressing within the programme during a 12-week period, Te Mahi Ako will collaborate with the Company to identify and implement solutions
  - If the learner needs to be withdrawn, re-enrolment options may be explored where applicable. Re-enrolment may require payment of a full registration fee.
- **Assessment fees :**
  - In cases where an internal assessor is unavailable, Te Mahi Ako will work with the Company to identify and implement appropriate assessment support solutions, including external options if required.

## Schedule B: Company information

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Legal name

Trading as

NZBN number  
(where applicable)

Physical address

Postal address

Main telephone

Contact person

Position

Mobile

Email

Accounts contact

Finance email

Finance mobile