

## OFF CAMPUS AGREEMENT

### WORK EXPERIENCE, WORK STUDY, DUAL CREDIT OR CTS

Pursuant to the Worker's Compensation Act, A.R.R.S.A. 2000 Section 153(3) and regulations thereunder, the student is deemed to be a "worker" of the Government of Alberta for the purpose of Worker's Compensation.

A STUDENT INFORMATION			
Student Name		Date	
Alberta Student Number	NGPS ID Number	Student Phone Number	
Student Email Address			
School		School Phone Number	
School Off Campus Teacher		After Hours Phone	
School Off Campus Teacher Email Address			
Principal		After Hours Phone	
Parent Name		Parent Phone Number	
Parent Email Address			
Address	Town	Province	Postal Code
Work Experience, RAP-Internship, RAP, Dual Credit, CTS		Trade	
Level (15, 25, 35)	Credits	CCDO/NCO Number	

B EMPLOYER INFORMATION			
Organization Name		Organization Phone Number	
Contact Person	Contact Person Position	Contact Phone Number	
Contact Person Email Address			
Supervisor	Supervisor Position	Supervisor Phone Number	
Supervisor Email Address			
Address	Town	Province	Postal Code

**The student named in "A" above agrees to be employed and the employer named in "B" above agrees to employ this student under the specified program. This student shall attend school and work. The following terms and conditions of this Agreement hereto shall bind the parties pursuant to section 37 of the School Act.**

- 1) **PARTIES TO THE AGREEMENT:** The parties to the agreement shall be:
  - a) The student (with parental endorsement) named in "A" above
  - b) The employer/educational provider named in "B" above
  - c) Northern Gateway Public Schools (hereinafter referred to as "NGPS")
  - d) The student's parent or guardian (where such parent or guardian is a signatory to this agreement as the student is under 18 or a dependent).
- 2) **PERIOD OF AGREEMENT:** This agreement shall be in force from: (DATE) to (DATE) to complete the following total work period: \_\_\_\_\_ hours \_\_\_\_\_ days \_\_\_\_\_ weeks. The student shall serve faithfully, honestly and diligently serve the employer and devote his or her whole time and attention to such employment during the days and hours of employment hereunder prescribed (unless terminated before completion by one of the parties to the agreement by arrangement with NGPS through the School Off Campus Teacher).
- 3) **DAYS OF WORK:** Employment shall take place between: (DAY) and (DAY).
- 4) **HOURS OF WORK:** Employment for the purposes of Off Campus Education shall take place between: (TIME) and (TIME). Working hours are not to exceed those outlined in the Alberta Education Off Campus Education Handbook and subsequent amendments.  
**NOTE: Will the student be working EXTENDED HOURS? YES/NO** \_\_\_\_\_
- 5) **RENUMERATION:** Remuneration for the duration of this agreement shall be the rate of \$ \_\_\_\_\_.
- 6) **TERMINATION:** Notwithstanding anything herein contained to the contrary, any party written hereto may, with or without cause, summarily terminate by giving written notice of termination to the parties of this agreement.
- 7) **SUPERVISION:**
  - a) The direct supervision of the student employed under this contract shall be vested in the employer. NGPS, through the School Off Campus Teacher, will provide checks on the student and/or the working environment at a minimum of every 25 hours worked.
  - b) NGPS reserves the right to maintain contact with the student and the employer through the School Off Campus Teacher in order to assist in directing the educational aspects of this program.
- 8) **SAFETY TRAINING:** The onus is on the employer to ensure the student has the necessary training to meet the Occupational Health and Safety requirements of the worksite.
- 9) **TRANSPORTATION:** To and from the worksite/educational facility, transportation is the responsibility of the student.
- 10) **WARRANTY:** The employer understands that the student is inexperienced and that there is no warranty regarding qualifications.
- 11) **EVALUATION:** The employer shall be supplied with a standard form for reporting to the School Off Campus Teacher regarding the evaluation of the student. A final evaluation and all records created by the employer shall be forwarded to the School Off Campus Teacher for placement in the official student record file with a copy provided to the student after the expiration of the work period.
- 12) **FULL-TIME EMPLOYEE TENURE:** The employer named in "B" above agrees that participation in this program will in no way affect the tenure of any regular full-time employee now on staff, nor hiring practices in regard to full-time employees.
- 13) **RELEASE AND DISCLAIMER:** In consideration of NGPS having arranged for Off Campus Education Programs of Study herein described, it is agreed that NGPS shall not be liable for any damage, injury or claim whatsoever arising out of any act or omission of NGPS or any other party to this agreement. The undersigned student and parent(s) or guardian(s) specifically release NGPS and its agents and employees with respect to any and all such liability.
- 14) **INDEMNITY:** The undersigned student and parent(s) or guardian(s) agree to indemnify and save harmless NGPS and its agents and employees with respect to any expenses, costs, or liability whatsoever arising out of any damage or injury occurring in or in connection with the aforesaid employment.
- 15) **INSURANCE:** Pursuant to the Worker's Compensation Act (W-15, R.S.A. 2000) and regulations or orders-in-council made thereunder, the student participating in this program is deemed to be a worker of the Alberta Government (Alberta Education) for the purpose of worker's compensation, unless arranged for and documented by NGPS with the employer proving coverage outside the hours of this agreement.
- 16) **FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT:** The employer acknowledges that all records, as defined in Section 1(1)(q) of the FOIP Act, which are prepared for NGPS or otherwise provided to NGPS may be subject to the access and privacy provisions of the FOIP Act. The employer acknowledges that Section 86 of the FOIP Act specifies that a person who willfully destroys any records subject to the FOIP Act to evade a request for access to records is guilty of an offence and is liable for a fine of up to \$10,000. If you have any questions about this collection, please contact the School Off Campus Teacher.

## TO THE EMPLOYER

By agreeing to accept this student into your workplace, you have become a valued partner in their educational program. This experience will assist them in making the transition from formal education to the world of work. In order to make this a meaningful learning experience, the following must be incorporated:

1. When the student starts work, provide an orientation to your workplace. Explain the purpose of the job or department and how they can make a contribution. Outline daily routines and expectations of all employees including such things as dress code, safety procedures, hours of work, care of equipment, calling in if not coming to work, cleaning up work area and dealing with the public.
2. Recognize that the student is a learner in this new environment and will need close supervision initially as well as an opportunity to feel comfortable in asking questions. They will appreciate being given meaningful tasks that challenge their ability and having the range and level of difficulty will increase as they become familiar with the job. Communication between the student and supervisor is vital so that the student can grow on the job.
3. Safety of the student is paramount. While it is an expectation that regulations under the Occupational Health and Safety Act and the Workplace Hazardous Materials Information System guidelines are adhered to in your workplace, students will need an opportunity to learn about them and have your operating procedures explained to avoid injury and/or damage to your equipment.
4. In case of an accident or injury, give first aid or medical attention as required then report it to the School Off Campus Teacher so the necessary report can be filled out. Students are covered under Worker's Compensation through Off Campus Education Programs of Study, as a result accidents are not filed against the Employers' account.
5. For the term of this Agreement and the hours specified students are deemed to be employees of the Alberta Government for Workers' Compensation protection and the employer is exempt from paying the minimum wage stipulated by the Employment Standards Code, all other regulations apply. If you hire the student outside of the hours or days of the agreement, Workers' Compensation becomes the responsibility of the Employer and payment of minimum wages required.
6. Weekly time sheets are an opportunity for valuable communication between the student and employer. The positive feedback on observed strengths and your suggestions for improvement tells the student how they are doing and allows them to set goals for the coming week. Once completed by the Employer and Student, the records will be forwarded to the School Off Campus Teacher for placement in the student file.
7. Putting learner expectations in writing helps to provide focus for the learning situation. During work site visits, the School Off Campus Teacher should discuss these with the supervisor and make necessary changes to assure challenging but attainable goals for the individual student. Upon completion of the learning plan, the record will be kept in the student file at the school.
8. The Work Experience Agreement, Learning Plan and Student Evaluation shall be maintained by the employer in relation to the evaluation of students in off-campus work experience programs are to be retained by the employer for a period of one year after the conclusion of the student's work experience: at that time the records must be destroyed. A final evaluation report is to be provided to the School Off Campus Teacher at the conclusion of the student's involvement in this program.
9. Subject to the Freedom of Information and Protection of Privacy (FOIP) Act, the employer, its employees and agents shall securely collect, compile and use personal information exclusively for the purpose of employment of the student and not disclose personal information to any person except on a confidential basis to its personnel who have a "need to know" such information or as required by law or court order. The employees and agents will not collect any personal information unless such collection is expressly authorized in writing by NGPS and shall keep separate from all other records, and in a secure manner, all personal information transferred to it, collected or compiled on behalf of NGPS.
10. The employer agrees to notify any employee or other person who may see or have access to the student's personal information of the provisions, duties and obligations under Part 2 of the FOIP Act and their obligations to comply with these requirements and specifically the conditions related to the protection of personal privacy. The employer shall notify NGPS immediately when the employer becomes aware of a breach of the privacy requirements.
11. The employer has the right to terminate the placement of a student for health and safety concerns, including suspected drug or alcohol impairment of the student.

## TO THE STUDENT AND PARENT/GUARDIAN

There are two main reasons for students becoming involved in the Work Experience/Work Study programs: to develop the skills, attitudes and expectations to succeed in the workplace and to explore career options and opportunities. This is a learning situation and the attitude of the student in approaching it will have a significant impact on the benefits gained from the experience. The following points are for your consideration:

1. Be sensitive to the expectations of your working situation in terms of dress code, behavior expectations and language. If in doubt, use your supervisor as a model and ask questions.
2. Follow instructions carefully and ask questions if you are not sure of something. It is better to ask a question than to risk injury or damage to equipment.
3. Safety procedures are to be followed at all times. Many jobs have risks associated with them but by following proper procedures and wearing protective equipment, serious hazards can be minimized or eliminated. For some work sites you may be required to purchase safety shoes. If you have concerns about the safety equipment that you will be required to provide, please consult your School Off Campus Teacher.
4. You are expected to be at work on time. If you are going to be late or absent, please notify your employer with as much notice as possible. Check with your School Off Campus Teacher to see what procedures are required for reporting to the school if you are going to be away from work.
5. Respect the confidential nature of information at the workplace. Business information must remain a company matter and is not to be discussed outside of the workplace.
6. Most jobs include some tasks that are essential to the operation but not necessarily challenging to your ability. Approach these as an opportunity to prove to your supervisor that you are capable of handling more.

We hope that you will find this an enjoyable and meaningful learning experience.

**If you have any concerns about the safety of this workstation or the suitability of the learning situation, please discuss it with the School Off Campus Teacher prior to signing this Agreement form.**

DECLARATION	<b>I have read the above and hereby consent to the agreement.</b>	
Student Signature		Employer Signature
Parent/Guardian Signature		School Off Campus Teacher (NGPS Representative Signature)