

OFF-CAMPUS EDUCATION - WORK AGREEMENT 718 E 002

A. Student's Name: _____ Grade: _____
Student's Address: _____ Postal Code: _____
Telephone Number: _____ Cell Number: _____
School: _____ Program: _____
School Coordinator: _____ School Phone: _____ Cell Phone: _____

B. Employer's Name: _____ No. of Employees: _____
Employer's Address: _____ Postal Code: _____
Contact Person: _____ Position: _____ Phone Number: _____
Supervisor: _____ Position: _____ Phone Number: _____

The student named in "A" above agrees to be employed and the employer named in "B" above agrees to employ this student under the Off-Campus Education Work Agreement. This student shall attend school and work and the parties hereto shall be bound by the following terms and conditions of this Agreement:

1. PARTIES TO THE AGREEMENT:

The parties to the Agreement shall be:

- a) the student named in "A" above, hereinafter called "the student worker"
- b) the employer named in "B" above, hereinafter called "the employer"
- c) the student's parent(s) or guardian(s), hereinafter called "the parent(s) or guardian(s)"
- d) the Medicine Hat Public School Division (MHPSD).

2. PERIOD OF AGREEMENT:

This Agreement shall be in force for the school year September 1, _____ to August 31, _____.

Any of the parties hereto may terminate the Agreement prior to completion in accordance with the terms hereinafter set out regarding termination.

3. HOURS OF WORK:

Hours of work shall be in accordance with Alberta Labour Code.

4. REMUNERATION:

Any remuneration paid by the employer to the student worker will be set by mutual agreement between the employer and employee.

5. EMPLOYMENT:

- a) The student worker agrees to enter the employ of the employer, and the employer agrees to employ the student worker under MHPSD's Off-Campus Education Program, subject to the provisions of this Agreement and to the rules or rulings that may be made from time to time by MHPSD or its representatives.
- b) A statement of duties shall be set forth by the employer in conjunction with the off-campus coordinator and the student worker shall agree to perform these duties for the employer.
- c) The employer shall, at the request of MHPSD or its representatives, evaluate the student on the performance of his or her duties and report on a form supplied by MHPSD
- d) The employer agrees that participation in this program will in no way affect the tenure or job security of any regular employee currently on staff, nor the hiring practices with regard to employees.

6. SUPERVISION:

- a) It is agreed that, having arranged off-campus education for the student worker as herein set out, MHPSD's only other obligation is to maintain contact with the student worker and the employer to such an extent as MHPSD deems adequate or feasible, and MHPSD shall not be liable for any damage or other claim arising out of any act or omission of any other party to this Agreement.
- b) The employer will supervise the student worker and MHPSD shall keep in contact with the student worker to assist in the educational aspect of the program.
- c) The employer understands that the student is inexperienced and that there is no warranty as to his or her qualifications.

7. EVALUATION:

The employer shall be supplied with a standard form for reporting to the school coordinator regarding the evaluation of the student. A final evaluation report shall be forwarded to the MHPSD within three days after the expiration of the work period or to the student.

8. FULL-TIME EMPLOYEE TENURE:

The employer named in "B" above agrees that his participation in this program will in no way affect the tenure of any regular full-time employee now on his staff, nor his hiring practices in regard to full-time employees.

9. RELEASE AND DISCLAIMER:

In consideration of the MHPSD having arranged for Off-Campus Education herein described, it is agreed that the MHPSD shall not be liable for any damage, injury or claim whatsoever arising out of any act or omission, of the MHPSD or any other party to this Agreement. The undersigned student and parent(s) or guardian(s) specifically release the MHPSD and its agents and employees with respect to any and all such liability.

10. INDEMNITY:

The undersigned student and parent(s) or guardian(s) agree to indemnify and save harmless the MHPSD 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.

11. INSURANCE:

- a) Pursuant to the *Workers' 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 for the purpose of workers' compensation.
- b) In consideration of MHPSD having arranged for the off-campus education herein described, the undersigned parent(s) or guardian(s), and if more than one of them execute this Agreement, they agree jointly and severally with MHPSD to indemnify and save harmless MHPSD and its agents and employees with respect to any expenses, costs or liability whatsoever arising out of any damage or injury occurring or alleged to occur in connection with the aforesaid employment, and with respect to any damage or other claim as referred to in 5A, hereof.



- c) The employer confirms that the student is covered in the same manner as other employees under valid general liability, and automobile insurance policies. If coverage under the employer policy cannot be extended to the student due to the terms of the employer's policy of insurance, the employer shall immediately notify the MHPSD.

12. TERMINATION AGREEMENT:

Any party hereto may terminate this Agreement prior to completion by giving to the other parties hereto written notice of such termination. Such written notice shall be delivered to the representative of the MHPSD involved with the student and the employer and the parent or guardian depending upon which party it is that is giving notice. Such notice shall be effective on the date of delivery of such notice.

In the event a claim is made by or on behalf of a student, and in the event the claim is sustained despite the specific provisions of the Agreement, it is understood and agreed that the proceeds payable under any policy of accident, disability or life insurance that may be applicable through the MHPSD, shall be deductible from the amount of such claim.

I, the undersigned, hereby acknowledge that I have read and understood the terms of this Agreement.

_____ Signature of Employer	_____ Printed Name	_____ Date
_____ Signature of Student	_____ Printed Name	_____ Date
_____ Signature of Parent or Guardian	_____ Printed Name	_____ Date
_____ Signature of MHPSD Representative	_____ Printed Name	_____ Date

Comments:

NOTE: The student, employer and school should retain a copy of this form. The work Agreement lays out the conditions for the work experience and binds the parties to the terms of the Agreement.



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, may we suggest the following:

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 more 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 increase as they become familiar with the job. Communication between the student and supervisor is vital so that the student can grow in 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 the how and why of your operating procedures explained to avoid injury and/or damage to your equipment.
4. In case of an accident or injury, give the first aid or medical attention as required then report it to the teacher - coordinator so the necessary papers can be filled out. Students are covered under Workers Compensation through Off-Campus Education so accidents are not filed against the Employer's 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 of the Agreement, Workers Compensation becomes the responsibility of the Employer and payment of minimum wage is required.
6. Weekly time sheets are an opportunity for valuable communication with the student and teacher-coordinator. 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.
7. Putting learner expectations in writing helps to provide focus for the learning situation. During their visits the teacher should discuss these with the supervisor and make necessary changes to assure challenging but attainable goals for the individual student.

Thank you for becoming a partner in this educational process. We hope you find the experience of working with this student a challenging and rewarding one.



TO THE STUDENT AND PARENT/GUARDIAN

There are two main reasons for students becoming involved in the Off-Campus Education Agreement; 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, behaviour 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 dumb 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 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 you will be required to provide, please consult your teacher-coordinator.
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 teacher-coordinator 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 work.
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.
7. Be a good employee! Think about what you would like to see an Off-Campus Education student doing if you were the supervisor.

We hope that you will find this an enjoyable and meaningful learning experience. If you have any concerns about the safety of this work station or the suitability of the learning situation, please discuss it with the teacher - coordinator prior to signing this Agreement form.

