



**Calgary Board  
of Education**

## Off-campus or On-campus Education Agreement

☐ Work Experience ☐ Work Study ☐ Internship ☐ RAP

*Pursuant to the Worker's Compensation Act, Chapter W – 16, S.A. 1981 and regulations thereunder, the student is deemed to be a "worker" of the Government of Alberta for the purpose of Worker's Compensation.*

<b>A</b>	Last Name	First Name	CBE ID#	Alberta Ed.#	Birth Date (DD/MM/YEAR)
AKA (Also Known As) Name					Age of Student
Address			Postal Code		
Student Email			Home Phone		Student Cell
Program/Level	Student Position	Current School	School Phone	School Fax	
Off-campus Coordinator		Coordinator Email	Coordinator Phone	After Hours Emergency Only 403-214-1131	
<b>B</b>	Employer (Company Name)		Employer Email		Employer Phone
Address		Postal Code	Site Address if different		
Contact Person/Supervisor		Position		Contact/Supervisor Cell	
<b>C</b>	Anticipated Period of the Agreement	From (DD/MM/YEAR)	To (DD/MM/YEAR)		

Whereas The Calgary Board of Education ("CBE") agrees to register the student in the above specified program to be undertaken by the student in conjunction with delivery by CBE to the student of high school courses and the student agrees to be employed and the employer agrees to employ this student under the program (the work phase of the Program referred to as the "work"). The following terms and conditions of this Agreement shall bind the parties pursuant to this Agreement.

- 1) PARTIES TO THE AGREEMENT: For clarification, the parties to this Agreement shall be:
  - a) The student named in "A" above, unless (d) below applies
  - b) The employer named in "B" above
  - c) The Calgary Board of Education ("the CBE")
  - d) The student's parent or guardian (if the student is a minor).
- 2) TERM AND TERMINATION OF AGREEMENT: This Agreement shall commence on the latter of the "From" date referred to in "C" above and the last signature date of this Agreement ("Start/Executed Date") and continue until the date also referred to in "C" above ("Term"). The CBE may terminate this Agreement immediately upon notice if:
  - a) the student's placement with the employer is terminated for any reason;
  - b) the student otherwise fails to complete the Program requirements;
  - c) another party is in breach hereof, or
  - d) if the employer files or has filed against it proceedings in bankruptcy or insolvency or winds-up or dissolves.
- 3) HOURS OF WORK: The work shall take place during the following times: any part of Monday through Sunday from 6:00 a.m. to 12:01 a.m. inclusive. See Schedule A Employer shall comply with the Alberta Employment Standards Regulations governing youth employment laws.
- 4) REMUNERATION: Employer shall comply with the Alberta Employment Standards Regulation, including in respect of payment of wages to the student. If applicable under the regulation, wages payable to the student shall be:
  - a) ☐ minimum wage or above in Alberta; or
  - b) ☐ Volunteer Position
- 5) TRANSPORTATION: Neither CBE nor the employer will be responsible for the student's transportation to and from any work site.
- 6) SUPERVISION:
  - a) It is agreed that, having arranged for the Program and work as herein set out, the CBE shall maintain contact with the student and the employer during the work period to such extent as the CBE determines and in accordance with any applicable Provincial policies or guidelines.
  - b) The employer will supervise the student during the work period, whether or not the Program is conducted on or off CBE facilities. The CBE will provide checks on the student and/or the working environment at a minimum of once for each 25 hours worked.
- 7) RECORDS: All records (including the On-campus and Off-campus Agreement, Individual Learning Plan and Student Evaluation) created by the employer, student and/or CBE coordinator and all other non-public information concerning the student or any other identifiable individual hereunder are documents and information that are subject to the *Freedom of Information and Protection of Privacy Act* (Alberta) ("FOIP") and will be kept in accordance with the employer's retention policy and FOIP.
- 8) TERMS: The employer and/or student (as applicable) shall adhere to Schedule A attached hereto.
- 9) NO WARRANTY: The employer acknowledges that the student is inexperienced and CBE provides no warranty regarding his or her skills and qualifications. The employer shall comply with all requirements under the *Occupational Health and Safety Act* (Alberta) and shall be responsible for the student's health and safety during the work phase of the program and shall only require the student to carry out work suitable to his/her age and ability in accordance with the Alberta Employment Standards Regulations.
- 10) EVALUATION: The employer shall be supplied by the CBE with a standard form for reporting to the CBE coordinator regarding the evaluation of the student. A final evaluation and all records created by the employer shall be forwarded by it to the CBE for placement in the official CBE student record. It is recommended that a copy be provided to the student after the expiration of the work period.
- 11) DISCLAIMER AND INDEMNITY: The employer and the student and his or her parent or guardian (if the student is a minor) agree and confirm that CBE shall not be liable for any losses, damages, injuries, claims or costs whatsoever arising out of the work. The employer indemnifies CBE, its trustees, employees, agents and the students from any losses, claims, damages, injuries or costs arising from acts or omissions of the employer or its personnel in respect of the work.
- 12) INSURANCE: Pursuant to the *Worker's Compensation Act* (Alberta), the student participating in the program is deemed to be a worker of the Alberta Government during the work period for the purpose of workers' compensation.
- 13) SITE LICENSE: If the work will be directed and carried out exclusively or primarily at CBE facilities, CBE and the employer shall execute a site license in CBE's standard format for the period of time equal to the Term. Early termination of this Agreement or the site license shall result automatically in early termination of the other.
- 14) ACKNOWLEDGEMENT OF RISK: The student (or parent/guardian of a student who is a minor) shall execute and deliver to the CBE, concurrently upon execution of this Agreement, an Acknowledgement of Risk in a form available from the CBE. Failure to sign and deliver to CBE such form shall preclude the student from participating in the work and the Program. The CBE does not make a medical assessment of the suitability of the student for participation in the work or the Program based on the information provided in such form. If the student has or develops any medical condition that may affect the student's participation in the work or the Program, the student and his or her parent/guardian (if the student is a minor) must advise the CBE immediately.
- 15) GENERAL: Any amendments to this Agreement shall be in writing duly executed by the parties. No party shall assign its rights herein. Notices hereunder shall be in writing and sent by courier, email or mail to the parties at the above addresses (and to CBE, c/o Off-campus Coordinator noted above). This Agreement is governed by Alberta laws.
- 16) COUNTERPART SIGNATURE: This Agreement may be executed in counterpart copies that together form one agreement. The student/ parent/guardian and the employer shall each fax, e-mail or deliver to CBE one counterpart copy of this Agreement duly executed by him, her or it, as the case may be.

If student is going to be working outside of recommended maximum hours, please see the attached "Working Outside Recommended Maximum" addendum.

Executed at Calgary, Alberta this \_\_\_\_\_, 20\_\_\_\_\_  
(CBE to complete date)

### THE CALGARY BOARD OF EDUCATION

\_\_\_\_\_  
Signature of Calgary Board of Education Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
[NAME OF EMPLOYER]:

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Student who is a minor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Parent/Guardian/Independent Student

\_\_\_\_\_  
Print Name

### **Schedule A: Expectations TO THE EMPLOYER**

By agreeing to accept the student into your workplace, you have become a valued "partner" in the educational program. This experience will assist the student in making the transition from formal education to the world of work. The employer must abide by the following:

1. Safety of the student is paramount. It is mandatory that the Occupational Health and Safety Act and the Workplace Hazardous Materials Information System guidelines are adhered to in your workplace. The employer is responsible for workplace safety.
2. When the student starts work, provide an orientation to your workplace. Explain the purpose of the job or department and how the student can make a contribution. Outline daily routines and expectations of all employees including such matters 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 and any other work policies and procedures including drug and alcohol use.
3. 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. The student will appreciate being given meaningful tasks that challenge his/her ability and having the range and level of difficulty increase, as he/she becomes familiar with the job. Communications between the student and work supervisor is vital so that the student can grow in the job.
4. In case of an accident or injury, give first aid or medical attention as required then contact the parent and report it to the CBE teacher-coordinator so the necessary report can be filled out. During the term of this Agreement, students are covered under Worker's Compensation by the Alberta Government so accidents are not filed against the employers' account.
5. For the term of this Agreement and the hours specified, all relevant employment laws are applicable. If you hire the student outside of the hours or days of the Agreement with CBE and the student, this Agreement shall not apply to such outside hours or days and the terms of employment for such outside hours or days are between you and the student (or his or her parent/guardian) without CBE involvement. In such event, Workers' Compensation coverage for such outside hours or days becomes the responsibility of the employer and payment of at least minimum wage is required.
6. Hours for senior high school off-campus education shall, at minimum, align with the *Employment Standards Regulation* (Part 5) with the additional expectations that: Employer's due diligence is exercised to ensure that the health and safety of students is the primary focus for all off-campus education learning opportunities; parameters regarding student off-campus education work schedules are outlined in a school authority's off-campus policy, and detailed in a student's formal work agreement; the following work hour recommendations are considered in planning a student's work schedule:
  - a standard work day of eight hours per day is recommended for a student who is not attending classes at the same time as participating in an off-campus learning experience (e.g., one full semester is spent in off-campus work);
  - a maximum of 12 hours combined per day is recommended for a student who is attending classes at the same time as participating in an off-campus learning experience (e.g., attend classes for six hours; off-campus learning experience for six hours);
  - a maximum of 40 hours of work per week is recommended for a student who is not attending classes at the same time as participating in an off-campus learning experience (e.g., one full semester is spent in off-campus work); and

- a maximum of 60 hours combined per week is recommended for a student who is attending classes at the same time as participating in an off-campus learning experience (e.g., attend classes for 30 hours; off-campus learning experience for 30 hours).

7. Time sheets are the only acceptable documentation of hours of work between the student and employer's work 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. Once completed by employer and student, the records will be forwarded to the CBE for placement in the student file.
8. Putting learner expectations in writing helps to provide focus for the learning situation. During work site visits, the CBE coordinator should discuss these with the employer work supervisor and make necessary changes to assure challenging but attainable goals for the individual student. Off-campus coordinators shall make careful, **critical observations of the student's activities at the work station**. Upon completion of the learning plan, the record will be kept in the student file. All student records are to be kept confidential.
9. Subject to the Freedom of Information and Protection of Privacy Act (Alberta), ("FOIP"), the employer and its personnel shall securely collect, compile and use student personal information exclusively for the purpose of employment of the student (provided that any medical information of a student is to be used exclusively for the purpose of addressing health and medical needs of the student, including emergencies) and not disclose such 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 employer agrees to notify any employee or other person who may access the student's personal information of the provisions of the duties and obligations under FOIP and obligations to comply with these requirements and specifically the conditions related for the protection of personal privacy. The employer shall notify the CBE immediately when the employer becomes aware of a breach of such privacy requirements.
10. The employer has the right, upon written notice to CBE, to terminate the placement of a student for health, safety or legal 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 an Off-campus Education Program: 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. Your Off-campus teacher will provide you with a copy of the program expectations.

1. The student placement may be terminated for health and safety reasons, including concerns of drug or alcohol impairment.
2. If the student has any medical conditions that may affect the work, the student shall advise the CBE immediately.

**If you have any concerns about the safety of this work station or the suitability of the learning situation, please contact the CBE Off-campus Coordinator as soon as possible or call 403-777-7200 ext 2403.**