

# NON-STANDARD WORK-SITE AGREEMENT

**A Non-Standard work Site is defined as a work site:**

- a) Which has been established solely for the purpose of establishing a venue for work experience or education and would not exist unless students were present. (e.g. Career Simulation)
- b) NOT covered by WorkSafeBC (Students are required to have additional Student Accident Insurance – item #9 on reverse)

**STUDENT / PARENT INFORMATION**

STUDENT Full NAME: \_\_\_\_\_ P.E.N. \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Work Exp. Program/Course: \_\_\_\_\_  
\_\_\_\_\_  
Date of Birth (M/D/Y) \_\_\_\_/\_\_\_\_/\_\_\_\_  
Student email (**PRINT CLEARLY**): \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Student cell: \_\_\_\_\_  
PARENT/GUARDIAN NAME: \_\_\_\_\_ Relationship to Student: \_\_\_\_\_  
Parent Cell: \_\_\_\_\_ Parent email: \_\_\_\_\_

**SCHOOL INFORMATION**

School Name: \_\_\_\_\_ School Phone: \_\_\_\_\_  
School Mailing Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Supervising Teacher Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Teacher SD38 Local (ext) : \_\_\_\_\_ Teacher Cell: \_\_\_\_\_  
Teacher email: \_\_\_\_\_

**SUPERVISING EMPLOYER INFORMATION**

BUSINESS/ORGANIZATION NAME: \_\_\_\_\_ WorkSafeBC #: \_\_\_\_\_  
Full Mailing Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Supervisor Name: \_\_\_\_\_ Supervisor Position: \_\_\_\_\_  
Supervisor Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Supervisor Cell: \_\_\_\_\_  
Supervisor Email: \_\_\_\_\_

**PLACEMENT INFORMATION**

Student's Position (Job) Name: \_\_\_\_\_ MyWEX Code Number: \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Working Hours Shall Be: \_\_\_\_\_

**NOTE:** None of the Terms and Conditions of this Agreement apply beyond the times and dates specified. (Refer to Condition #2 on reverse).

**NATURE OF WORK AND SPECIAL ARRANGEMENTS**

Special time schedules, etc. (Refer to Conditions #1 and #6 on reverse).

**SIGNATURES (Contract valid when all signatures are complete)**

By their signatures, the parties agree to a work experience placement for the Student with the Work Site Employer as set out in the terms and conditions (on reverse).  
**PLEASE READ CAREFULLY THE TERMS AND CONDITIONS, THIS IS AN IMPORTANT AND LEGALLY BINDING DOCUMENT**

Employer Signature: \_\_\_\_\_ Date of Employer Signing: \_\_\_\_\_  
Sponsor Teacher Signature: \_\_\_\_\_ Date of Sponsor Teacher Signing: \_\_\_\_\_  
Student Signature: \_\_\_\_\_ Date of Student Signing: \_\_\_\_\_  
Parent Signature: \_\_\_\_\_ Date of Parent Signing: \_\_\_\_\_  
School Administrator Signature: \_\_\_\_\_ Date of Employer Signing: \_\_\_\_\_

**IN CASE OF EMERGENCY CONTACT:** Parent/Guardian; School Contact, School Administrator, or District Career Development Coordinator at 604-668-6060 (See condition #10 on reverse).

## GENERAL TERMS AND CONDITIONS (Non-Standard Work-Site Agreement)

The parties agree to a work experience placement for the Student with the Work Site Employer on the following terms and conditions:

- 1 - Student Duties** The Student agrees to perform for the Employer the duties included in the job description/training plan as determined from time to time by the Employer, in consultation with school representative. The Student agrees to comply with the Work Site Employer's rules and all applicable safety regulations.
- 2 - Days and Hours of the Work Experience Placement** The Student agrees to perform those duties as assigned by the Work Site Employer in accordance with Condition No. 1, on the days and during the hours indicated on page 1, or at such other times, in writing, as may be agreed by the Work Site Employer, School Board and Student. If the Student is employed by the Work Site Employer beyond the days and hours agreed upon by the Work Site Employer, School Board and Student, none of the provisions of this Agreement apply.
- 3 - Supervision** The Student agrees to be under the direct supervision of the Work Site Employer and the Work Site Employer agrees to supervise the Student, at all times during the work experience placement.
- 4 - Site Safety Orientation** The Work Site Employer will provide the Student site and work specific safety training and will not permit the Student to perform any duties, unless the Student has all the safety equipment required for the tasks to be performed by the Student.
- 5 - Board Access** The Work Site Employer agrees to allow School Board representatives to have access at any time to the Work Site Employer's work site and the Student.
- 6 - Transportation** The Student worker agrees to perform for the Employer the duties included in the job description as determined from time to time by the Employer. The Student worker agrees to abide by the Employer's rules and the School Board's guidelines respecting the conduct of students in work experience programs.
- 7 - Evaluation** When requested by the School Board the Work Site Employer will evaluate the Student's performance of the Student's duties and consult with the School Board representative about the evaluation.
- 8 - Remuneration** The Work Site Employer shall not be obligated to remunerate the Student for the services performed by the Student as outlined in this Agreement.
- 9 - Non-Standard Work Site** Students in a work experience placement at a NON-STANDARD WORK SITE are **not covered by Worker's Compensation Act (WorkSafeBC).** Students are required to have Student Accident Insurance.
- 10 - Notice of Injury** The Work Site Employer will, if a Student is injured, immediately report the occurrence of injury to the school work experience contact.
- 11 - Indemnity Agreement** The School District agrees to indemnify and hold harmless the Employer, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise out of the negligent acts or omissions of the School District, the School District's employees or agents, or the Student, in the performance of this agreement, unless such negligent acts or omissions are at the direction of, or occasioned by the Employer, its employees or agents.
- 12 - Limited Liability of Board** The parties acknowledge and agree that the School Board:
  - a. Does not assume any responsibility for the actions of the Student and that the School Board is not responsible for any loss, damage, injury, or expense (collectively, "loss") suffered by the Work Site Employer, the Work Site Employer's employees or other persons which may be caused by any act or omission of the Student and the School Board will not reimburse the Work Site Employer or others for any such loss; and
  - b. Does not assume any responsibility for the actions of the Work Site Employer's employees or other persons with whom the Student might come into contact through this work experience placement; and
  - c. Is not responsible for any loss suffered by the Student or the parents or guardians of the Student arising out of the work experience placement, other than loss deliberately or negligently caused directly by the School Board itself or any of its employees acting within the scope of their employment.
- 13 - Liability Coverage** The School District shall maintain liability coverage to protect the School District, the School District's employees and agents, and the Students during their performance of this Agreement. The School District will not be responsible for any loss or damage to the Employer's property unless such loss or damage is due to the willful acts or omissions of the Student or is caused by the Student acting outside the Student's authorized duties.
- 14 - Minimum Age** The Parent(s) or Guardian(s) of the Student warrant that the Student is fifteen years of age or older at the date of this Agreement. *(A Student must be at least 15 years of age to participate in a work experience placement, however, with the School Board's express approval, a student of fourteen years of age and enrolled in Career and Personal Planning !11 or 12 may participate in a work experience placement).*
- 15 - Effect on Employees** The Work Site Employer agrees that the placement of the Student will not affect the job security of any employee of the Work Site Employer and will not affect the Work Site Employer's hiring practices. The placement of the Student will be in addition to the Work Site Employer's full complement of employees. The Student will not be a replacement for any employee.
- 16 - Termination of the Agreement** Any party to this Agreement may end it at any time by giving notice in writing to all other parties at the addresses given in this Agreement.
- 17 - Reference** In this Agreement a reference to the School Board include School Board officers, employees or representatives acting within the scope of their employment.