

WORK EDUCATION AGREEMENT : Non-standard Work Site

A **non-standard work site** is defined as a location which;

- a) is created by a school or school board for the purpose of training students for an occupation or career; or
- b) is an existing public or private training institution in which a student is placed for the same purpose.

DATE:

Workers' Compensation coverage does not apply on a non-standard work site (see item #8 on reverse side of this form).

The parties to this agreement are the Board of School Trustees of Burnaby School District 41 – Burnaby, the employer, the parent(s) or guardian(s) of the student, and the student. By their signatures the parties indicate their agreement to the terms and conditions on the reverse side of this agreement.

STUDENT:	Home Tel. #: Birth date: Program: Student's signature: _____
EMPLOYER:	Contact: Title: Tel. #: Fax. #: E-mail address: Supervisor's signature: _____
PARENT / GUARDIAN:	Home Tel. #: Bus. Tel. #: Parent / Guardian's signature: _____
BOARD OF SCHOOL TRUSTEES - BURNABY SCHOOL DISTRICT <small>(School District officials, employees or representatives acting within the scope of their employment)</small>	Tel. #: Fax #: E-mail Address: Advisor: Advisor's Signature: _____

In case of emergency, contact:

- Parent or guardian; or
- School administrator; or
- School advisor listed above; or
- District Administration Office (604-664-8441).

WORK SITE PLACEMENT DATES / HOURS

If a student is employed by the work site employer beyond the days and hours agreed upon by the work site employer, school district and student, none of the provisions of this agreement apply.

GENERAL CONDITIONS: STANDARD WORK SITE

1. STUDENT DUTIES

The student agrees to perform without payment those duties assigned to the student by the Work Site Employer in consultation with Burnaby School Board representatives. The student agrees to comply with the Work Site Employer's rules and all applicable safety regulations. Special rules and regulations are to be communicated to the student by the Work Site Employer. The Work Site Employer will not require the student to perform any task that is not within the scope of the student's training and abilities.

2. SUPERVISION

The student agrees to be under the direct supervision of the Work Site Employer designate who agrees to supervise the student at all times during the work experience placement, and to maintain the safety of the student at the work site.

3. SITE SAFETY ORIENTATION

The Work Site Employer will provide both site- and work-specific safety training to the student, and will not permit the student to perform any duties unless the student has all safety equipment required for the tasks to be performed.

4. BOARD ACCESS

The Work Site Employer agrees to allow Burnaby School Board representatives access to the work site and to the student at any time during the agreed-upon work experience schedule.

5. TRANSPORTATION

The parties agree that the parent(s) or guardian(s) and the student are solely responsible for the student's transportation to and from the work site.

6. EVALUATION

When requested by the Burnaby School Board, the Work Site Employer will evaluate the student's performance of assigned duties, report such evaluation in the form required by the school board, and consult with school board representatives and the student about the evaluation.

7. REMUNERATION

The Work Site Employer is not required to pay the student for any work carried out under this agreement.

8. WORKERS' COMPENSATION

Students are covered by the Workers' Compensation Act and are considered to be workers of the Government of British Columbia for the dates and times specified on the front of this agreement. They are not covered outside of these hours. Coverage is limited by the terms and conditions set out in Workers' Compensation Board minutes of January 29, 2008.

9. NOTICE OF INJURY

If a student is injured, the Work Site Employer will immediately report the occurrence of the injury to the school contact person and complete the required Workers' Compensation Board forms.

10. EFFECT ON EMPLOYEES

The Work Site Employer agrees that the placement of the student will not affect the job security of any employee nor 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, and the student will not serve as a replacement for any employee.

11. BOARD OBLIGATION

The Burnaby School Board undertakes to maintain as much contact with the student and the Work Site Employer as it considers to be appropriate. The school board is not otherwise responsible for supervising the Work Site Employer or the student.

12. INSURANCE

The Burnaby School Board maintains coverage with respect to its liability and that of a student participating in a work site placement according to the terms of this agreement. The school board will not be responsible for any loss or damage to the Work Site 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.

13. INDEMNITY

The Burnaby School Board agrees to indemnify and hold harmless the Work Site 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 board, its employees and the student, in the performance of this agreement, unless such negligent acts or omissions are at the direction of or occasioned by the Work Site Employer, its employees or agents.

14. TERMINATION OF THE AGREEMENT

Any party to this agreement may end it at any time by giving written notice to all other parties at the addresses given in this agreement.

15. CONFIDENTIALITY

The Burnaby School Board reserves the right to disclose to the Work Site Employer whatever information is necessary regarding the student who will be supervised by the Work Site Employer. The Work Site Employer agrees to keep this information confidential and to not disclose it to others without consent of the student and/or school board. All parties agree to maintain in strictest confidence any information that comes to their knowledge during the work experience.