

# Work Integrated Learning Agreement



The work experience agreement MUST be completed by student, employer/community partner, and approved by faculty, in full, no later than the first day of your work/service learning experience.

The purpose of the agreement is to:

- Provide contact information during the work/service learning experience.
- Provides acknowledgement of liability and risk management during work/service learning placement.
- Identify safety, risk, and mitigations.
- To assist faculty in making an informed decision when approving work experiences. Faculty must consider if the work/service learning experience aligns with the program outcomes.

**A student's work-integrated learning experience cannot begin until this agreement has been approved.**

STUDENT CONTACT INFORMATION (To be completed by the student) <i>*Mandatory</i>	
*Please check which program this form is for: <input type="checkbox"/> Work Experience <input type="checkbox"/> Service Learning	
*Legal Name:	*NSCC Email #:
*Name Used, if not Legal:	*Personal Email:
*Student ID:	*Phone Number:
*Emergency Contact Name:	*Emergency Contact #:
*Campus:	*Program: *Year of Study: First      Second
EMPLOYER/COMMUNITY PARTNER CONTACT INFORMATION (To be completed by the Employer/Community Partner)	
*Company/Organization Name:	
*Work site address with <u>postal code</u> :	
*Day to day Supervisor on the job/service learning (Name & Title):	
*Supervisor Phone:	*Supervisor Email:
FACULTY CONTACT INFORMATION (To be completed by the Faculty member)	
Faculty:	Email:
Academic Chair:	Email:

**WORK/SERVICE LEARNING EXPERIENCE DETAILS (To be completed by the Employer or Community Partner Mentor) \*Mandatory**

<b>*Student will be working:</b>		<b>Remotely</b>	<b>On-Site</b>	<b>Combination</b>			
*Start Date (mm/dd/yyyy)				*End Date (mm/dd/yyyy)			
*Schedule:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<i>Shift start &amp; end time. For example: 9am-4pm</i>							
*Total # of Hours Per Week:	Paid	Unpaid	Compensation/hourly rate: <i>(if applicable)</i>				

**Student Activities & Learning Outcomes (Service Learning Experience):**

**\*Student Responsibilities: Please provide a high-level overview of what the students will be working on/participating in. (To be completed by the employer/community partner)**

**RISK ASSESSMENT (to be completed by Employer/Partner):**

To determine if the work site is a safe working environment for students, and to ensure the Employer/Partner has appropriate liability insurance. *NSCC reserves the right to inspect the workplace at any time prior to or during the work experience with respect to a safe work environment.*

**Will the student work with or be exposed to any of the following?**

Typical office functions: prolonged sitting, standing, keyboarding, telephone use,	Yes	No
Working with the public via telephone, email, skype, teams, zoom, etc.	Yes	No
Working with the public: stores, office settings, hospitality, community events, etc.	Yes	No
Working alone: retail, tutoring youth/adults, etc.	Yes	No
Handling money: community events, store settings, etc.	Yes	No
Patients/persons/children/youth requiring health services or day-programs	Yes	No
General physical labour: lifting, moving, transporting materials, etc.	Yes	No
Hazardous materials (e.g., chemical, biological) or WHMIS-controlled substances	Yes	No
Environmental extremes: hot, cold, dust, dirt in air, exposure to noise, hard terrain,	Yes	No
Working at heights: interior or exterior	Yes	No
Moving vehicles/mobile equipment	Yes	No
Power machinery/tools, and/or non-powered hand tools, including kitchen tools	Yes	No
Animals, insects, poisonous or irritant plants	Yes	No
Environments requiring specialized supervision: e.g., bodies of water, confined spaces, working around firearms/explosives.	Yes	No

**If you answered yes to any of the above, please describe any control measures students must follow to minimize job hazards. (Safe Work Procedures, onboarding procedures and training etc.)**

**Additionally, if you answer yes to any of the above, please describe any personal protective equipment required for the tasks to be performed.**

**Please note: If you answer yes to any of the above, the student's Academic Chair will be required to give final approval, prior to their work placement.**

## INSURANCE COVERAGES (Employer/ Community partner information)

**Safety is a core value at NSCC, and it is important that our students are in safe working and learning environments while on work or service learning experience.**

NSCC students have insurance coverage through the Student Accident Insurance and the School Insurance Program (“SIP”). For international students and activities, additional Student Guard insurance for students is mandatory and the cost is covered by NSCC.

NSCC requires that Employer/Community Partners carry general commercial liability insurance of at least two (2) million dollars. This not only protects our students, but also demonstrates that the Employer/Community Partner promotes a safe workplace and risk management practices. For any paid work experiences where the student is considered an employee, the Partner must be eligible for Workers Compensation Board (WCB) coverage, unless exempt under the *Worker’s Compensation Act*.

## LIABILITY AND INDEMNITY

NSCC confirms students have insurance coverage through the Student Accident Insurance and the SIP. For international students and activities, additional Student Guard insurance for students is mandatory and the cost is covered by NSCC.

The Employer/Community Partner agrees to maintain a commercial general liability policy for two (2) million dollars and agrees to provide proof of insurance upon request from NSCC. **ADD INITIALS TO CONFIRM**

NSCC agrees to indemnify and save harmless the Employer/Community Partner, its employees, agents, and contractors from any and all damages for bodily injury, personal injury and property damage to which the Employer/Community Partner, its employees, agents, and contractors may become subject or liable or as a result of the negligent acts, omissions, default, conduct or neglect of NSCC, its employees, agents or contractors unless such negligent acts, omissions, default, conduct, or neglect are occasioned by the specific direction of the Employer/Community Partner, its employees, agents or contractors.

The Employer/Community Partner agrees to indemnify and save harmless NSCC, its employees, students, agents, and contractors from any and all damages for bodily injury, personal injury and property damage to which NSCC, its employees, students, agents and contractors may become subject or liable or as a result of the negligent acts, omissions, default, conduct or neglect of the Employer/Partner, its employees, agents, or contractors unless such negligent acts, omissions, default, conduct or neglect are occasioned by the specific direction of NSCC, its employees, agents, or contractors. Such indemnification shall survive the termination of

## DISPUTE RESOLUTION

NSCC and the Employer/Community Partner shall attempt, in good faith, to settle all disputes arising under this Agreement.

In the event a dispute remains unresolved for a period of thirty (30) days, the Parties agree that disputes will be settled under the *Commercial Arbitration Act* (Nova Scotia), SNS 1995, c 5.

The fees and disbursements of the mediator and/or arbitrator will be allocated evenly between the Parties. Each Party will bear their own costs for legal counsel.

## TERM AND TERMINATION (Employer Partner Section)

This Agreement shall be of force and effect from the date of execution by both NSCC and the Employer/Community Partner and shall continue in force for a period of (insert number of weeks) \_\_\_\_\_, after which time it will terminate, unless renewed by the mutual consent of NSCC and the Employer/Community Partner in writing.

The Liability and Indemnity and Dispute Resolution provisions will survive the expiry or termination of this Agreement.

During the term of this Agreement, either NSCC or the Employer/Community Partner may terminate this Agreement on thirty (30) days written notice to the other Party without incurring any legal or financial liability, other than those liabilities already incurred.

NSCC and the Employer/Community Partner agree that if an Educational Program is underway at the time of termination of this Agreement, it will not be disrupted due to the termination of this Agreement and such ongoing Educational Program is to be completed in full, including the obligations of each Party in respect of the ongoing Program.

## FORCE MAJEURE

Neither Party shall be liable for any damages relating to the performance, non-performance or delayed performance of its obligations under this Agreement which are the result of causes beyond its reasonable control, including without limitation, acts of God, pandemic (including, but not limited to, the COVID-19 pandemic), epidemic, strike, lockout, labour unrest, fire, flood, non-performance of software of equipment and any similar conditions.

**NOTICE**

All notices to be given pursuant to this Agreement shall be in writing and sent by email to the following:

<b>NSCC</b>	<b>EMPLOYER/COMMUNITY PARTNER</b>
Contact Name:	Contact Name:
Position:	Position:
Email Address:	Email Address:
Telephone:	Telephone:
Notice shall be deemed to be received on the day of delivery.	

**STUDENT AGREEMENT (Dated and signed by Student)**

**By signing below, you confirm that the above information is accurate. You further confirm that, should there be any changes during the term of your work experience, you will notify your faculty.**

During your work experience the faculty and Employer/Community Partner will need to communicate regarding your performance. The Freedom of Information and Protection of Privacy Act (FOIPOP) restricts the release of personal information without the informed consent of the person to whom it relates. By signing this agreement, you consent and authorize NSCC to share details on your contact information, attendance, job performance and health conditions (where necessary) with the Employer/Partner in order to obtain a credit for your work experience.

To maintain privacy, security, and trust in professional and personal interactions, I agree to hold in confidence all information regarding clients, policies, and work materials that I may acquire or be privy to throughout my work experience. It will, however, be necessary to share with my Faculty Advisor general information that is pertinent to my educational experience.

I have reviewed NSCC's Work Experience or Service-Learning Student Guide and agree to fulfill the responsibilities as outlined in the resource materials provided.

**Date:**

**Print Name & Signature:**

**EMPLOYER/PARTNER AGREEMENT (Dated & Signed by Employer)**

**By signing below, you confirm that the above information is accurate. You further confirm that, should there be any changes to your answers to the above during the term of any student work/service learning experiences, you will immediately notify NSCC.**

We have reviewed NSCC's Work Experience Employer/Community Partner Guide and agree to fulfill the responsibilities as outlined in the resource materials provided. Yes No

We agree to complete an orientation and job safety review on or before the students' first day of the work experience. Yes No

We agree to always provide direct supervision of the student learner during this work or service learning experience. Yes No

I approve NSCC to retain my contact information for future communications. Yes No

**If you answered No to any of the above, please connect directly with: [workexperience@nsc.ca](mailto:workexperience@nsc.ca)**

We would like to have contact with faculty:

Weekly

Bi-Weekly

Monthly

**Date:**

**Print Name & Signature:**

**FACULTY APPROVAL/Academic Chair approval (To be completed by Faculty Member)**

**If the employer answers yes to the risk section, please forward to the AC for review and approval. Use the following space to explain any additional information you would like your Academic Chair to be aware of. (Add additional pages if necessary)**

**By signing below, you confirm that you've reviewed the details outlined in this agreement and approve the work/service learning experience.**

**Date:**

**Print Name & Signature:**