



Section: Program Policies and Processes

Guidelines for Student Placement Contracts (Unpaid)

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Preamble

The Government of Saskatchewan provides opportunities for post-secondary education students requiring practicum placements to complete their education through unpaid work placements in the public service. These students are not appointed as employees and are not on the government payroll, so certain terms and conditions of their employment need to be addressed in the work placement contract. The following items should be included in contracts or agreements facilitating unpaid student placements:

1. An indemnification clause that states that the department does not take financial responsibility for an injury, loss, damage, etc as a direct or indirect result of the performance by the student.
2. A confidentiality and privacy statement that stipulates the student's obligation to maintain confidences as they may become privy to confidential information during their placement.
3. Insurance provisions, as not all educational institutions have historically been covered under the *Exceeding Workers Compensation* coverage agreement with the Department of Learning (i.e. First Nations University and the University of Saskatchewan).

The following template provides a framework for departments entering into work placement contracts with post-secondary institutions, including the minimum legal requirements, while allowing the flexibility to deal with situational specifics.

Template – Unpaid Student Work Placements

AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Saskatchewan as
represented by the Minister of (Department)

- and -

The University of (Institution)

- and -

(Student Name(s))

1. Term of Agreement:

1.1 (Department) agrees to provide practical experience for (student(s)) enrolled in (Name of program), during the weeks of (day/month, year).

2. (Department) agrees as follows:

2.1 To have student(s) participate in projects and procedures of (Department) as it relates to the (Name of program), where the staff of (Department) has a knowledge and understanding of the purpose and objectives for the students' learning experience.

2.2 To assist the instructor from (name of Educational Institute) to become familiar with the policies and programs of (Department) and any other necessary information as it relates to the educational experience.

3. (name of Educational Institute) agrees as follows:

3.1 To provide an instructor who is a member of the faculty, to meet as often as required with the department advisor for planning and participating in the educational program as well as to evaluate the student's learning.

3.2 To assist the student(s), prior to the experience, to understand their responsibilities during the experience including maintaining confidentiality in matters entrusted to them.

3.3 To arrange conferences as required for evaluation of the experience with representatives from (Department), (name of Educational Institute), and the student(s).

3.4 To maintain Accident Insurance and Workers' Compensation coverage for students, at no cost to (Department). Student(s) placed at (Department) for training are covered by Workers' Compensation through an agreement between (Name of Educational Institute) and Workers' Compensation.

4. Student agrees as follows:

4.1 To be responsible directly to the advisor

4.2 To take an oath of confidentiality with respect to information obtained during his/her practical experience. (Department) may refuse to continue to provide any student with his or her practical experience if the oath is violated.

4.3 To comply with all applicable government and department policies.

4.4 To work with the advisor in skill development; identify and communicate learning needs to the advisor and (name of Educational Institute) instructor to facilitate meeting the objectives; perform self-evaluation, identifying competencies that need to be enhanced or improved; and participate in the evaluation of the experience.

5. All parties agree as follows:

5.1 The (department) or the (Educational Institute) may terminate this agreement without further obligation where:

- The student fails to meet the academic requirements on which the placement is based;
- The student fails to participate in work placement / practicum or complete the work placement / practicum;
- The student breaches his or her agreement under clauses 4.2 and 4.3 of this agreement; or
- The actions of the student during the work placement / practicum are disruptive to the department, harmful to staff or clients of the department or otherwise in contravention of policies of the (Educational Institute) or (department) applicable to the student.

**If the institution does not accept the terms of 5.1, then Departments should consult legal counsel to identify potential risks and what, if any, indemnification provisions should be negotiated.*

5.2 This agreement may be terminated by either party given two weeks notice in writing of intention to terminate the same.

5.3 Any part of this agreement may be revised or amended at any time, with the written approval of all parties.

5.4 Conferences will be held as required between representatives of (Department) and (Educational Institute) for the purpose of discussing matters pertaining to the program.

5.5 The (department) may terminate the practical experience under this Agreement where in the opinion of (Department), the student is not performing his or her duties in a manner which is consistent with the expectations of that student.

5.6 Any notice to (Department) pursuant to this Agreement shall be addressed to:

(Name of Advisor)
(Address)
(Phone)
(Fax)
(E-mail)

5.7 Any notice to (Educational Institute) pursuant to this Agreement shall be addressed to:

(Name of Program Head)
(Address)
(Phone)
(Fax)
(E-mail)

IN WITNESS WHEREOF THIS AGREEMENT IS SIGNED:

FOR (Department): _____

TITLE: _____

WITNESS: _____

FOR (Educational Institute): _____

TITLE: _____

WITNESS: _____

STUDENT(S): _____

DATE: _____