

PRACTICUM PLACEMENT AGREEMENT

BETWEEN:

Name: Northern Lights College
Address: 11401 – 8th Street, Dawson Creek, BC V1G 4G2
Phone: 1-866-463-6652
Title of Representative: Program Chair, Cindy Page

("Institution")

AND:

Name:

Address:

Phone:

Fax and E-Mail:

Title of Representative:

("Agency")

BACKGROUND:

The Institution and the Agency wish to work together to support the learning experiences of students enrolled in the Institution's educational programs, by providing them with access to Practice Education experiences at one or more Facilities operated by the Agency.

The purpose of this Agreement is to outline the obligations of the parties to ensure that Practice Education is beneficial to Practicum Students, the Institution and the Agency. The purpose of Practice Education is to provide Practicum Students with the opportunity to practice core competencies and apply classroom theory to practical tasks in the workplace. The Institution requires students to complete Practice Education and the Agency is willing to supervise and evaluate Practice Education. This Agreement outlines clearly the parties' expectations in respect of Practice Education.

AGREEMENT:

The Institution and Agency agree to be bound by the attached Terms and Conditions ("Agreement").

This Agreement may be executed in counterpart, both of which together will constitute one and the same instrument and either party may deliver an executed counterpart by facsimile or electronic transmission.

BY SIGNING BELOW THE PARTIES AGREE TO BE BOUND BY THIS AGREEMENT:

INSTITUTION

Per:


Authorized Signatory

Name:

Cindy J. Page

Title:

Program Chair - ECEC and EA

Date:

AGENCY

Per:

Authorized Signatory

Name:

Title:

Date:

TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement:

- (a) **“Applicable Law”** means all present and future laws, statutes and regulations, applicable to any person, property or event relating to this Agreement, and all directives, rules, guidelines, orders and policies of any governmental authority having authority over that person, property or event and all general principles of common law and equity.
- (b) **“Business Day”** means a day other than a Saturday, Sunday or statutory holiday in British Columbia.
- (c) **“Confidential Information”** means all data, information and material relating to the Agency and its services, Agency Staff, contractors, service providers or clients, whether or not it is stored in written, electronic or any other form, that Practicum Students or Institution Staff receive, in connection with this Agreement, including (i) Personal Information about Agency Staff and clients, (ii) records, (iii) any information about the business, affairs or operations of the Agency which is not generally known or available to the public.
- (d) **“Facilities”** means those facilities that are operated or administered by the Agency.
- (e) **“FOIPPA”** means the Freedom of Information and Protection of Privacy Act (British Columbia), and regulations thereto, as amended or substituted from time to time.
- (f) **“Agency Staff”** means the officers, directors, employees, contractors, subcontractors, representatives or agents of the Agency.
- (g) **“Health and Safety Standards”** means all Applicable Laws, standards of practice and codes of ethics issued by any professional regulatory body, and all rules, policies and regulations in place at the Agency or its Facilities that apply to the Practicum Students or the Institution Staff at the Facilities, any of which relate to workplace safety, the delivery of services or the health and safety of clients or Agency Staff.
- (h) **“Institution Staff”** means the instructors, officers, directors, employees, contractors, subcontractors, representatives or agents of the Institution.
- (i) **“Personal Information”** has the meaning set out in FOIPPA;
- (j) **“Practice Education”** means that part of a student’s educational experience which takes place in the Agency’s workplace and may involve direct service or access to clients. The student provides such services under the general direction and supervision of Agency Staff who are authorized and qualified to provide the services.
- (k) **“Program” or “Programs”** means those educational programs offered by the Institution and recognized by the Agency.
- (l) **“Practicum Students”** means those students of the Institution who are selected by the Institution to participate in the Practice Education.

2. SCHEDULES

Schedules, if any, attached to this Agreement, will, for all purposes, form an integral part of this Agreement.

3. TERM

This Agreement will commence [redacted], 20[redacted] and shall continue for a period of [redacted] year(s) [redacted] month(s) to [redacted], 20[redacted] unless terminated earlier in accordance with Section 11. The parties shall review this Agreement from time to time and revise if necessary by mutual agreement. The parties may agree, in writing, to renew this Agreement for further periods of one or more years/month(s).

4. MUTUAL OBLIGATIONS AND ACKNOWLEDGEMENTS:

- (a) The Institution and the Agency agree:
 - (i) to work collaboratively to enhance the Practice Education experience of the Students in the Programs;
 - (ii) to comply with the provisions of this Agreement and all Applicable Laws in the delivery of the Practicum Education.
- (b) The Institution and the Agency acknowledge that the Students' educational program is designed and sponsored by the Institution, and the Institution acknowledges that the Agency provides no representations or warranties concerning the Practice Education experiences.

5. OBLIGATIONS OF THE AGENCY:

- (a) The Agency agrees:
 - (i) to provide Institution Staff and Practicum Students with reasonable access to Facilities for the Practice Education experience and to provide supplies and equipment as reasonably required to support the Practice Education experiences; and
 - (ii) to provide such onsite supervision of Students engaged in the Practice Education experience at the Facilities, as may be agreed upon with the Institution;
 - (iii) to make available to the Practicum Student, and to the Institution Staff, the Health and Safety Standards, any applicable intellectual property policy, and such other of the Agency's rules, regulations and policies that apply to the Practice Education;
 - (iv) to consult with the Institution in its evaluation of the Practice Education when reasonably requested to do so;
- (b) Notwithstanding any other provision of this Agreement, the Agency's obligations under this Agreement will be subject to the availability of resources, its operational and administrative needs. Without limiting the foregoing, the Agency may, at its discretion, alter, change, re-schedule, substitute or terminate any Practice Education experience in order to meet its operational or administrative needs, in the event of employment or labour disputes or disruptions, to comply with Applicable Laws, in the event of emergencies or on the basis of the health or safety issues.

6. OBLIGATIONS OF THE INSTITUTION:

- (a) The Institution agrees:
 - (i) to work collaboratively with the Agency to develop measurable learning outcomes for the Practice Education and to develop a plan for how the Agency will evaluate a Practicum Student in relation to these learning outcomes;
 - (ii) to ensure all Practicum Students are duly registered at the Institution, are in good standing and satisfy all of the Institution's admission and performance standards necessary for participation in the Programs;

- (iii) to work with the Agency to designate Agency Staff and/or Institution Staff who will be engaged in planning of the Practice Education experience;
 - (iv) to take reasonable steps to ensure that the Practicum Students and Institution Staff are aware of and comply with this Agreement, conduct themselves professionally and courteously, and that they comply with the Health and Safety Standards, any applicable intellectual property policy, and all other rules, regulations, and policies of the Agency that apply to the Practice Education;
 - (v) to acknowledge that the Agency may refuse to permit a Student or member of Institution Staff to attend at any of the Facilities if a student refuses to comply with the Health and Safety Standards, including any testing or screening requirements of the Agency; and
 - (vi) that the Institution is solely responsible for the operation of the Programs, and the form of instruction, design and delivery of educational services to Students participating in a Program or Programs.
- (b) The Institution agrees that it is an independent body, and not the agent, partner or joint venturer of the Agency and the Institution will not hold itself out to the public as such or make representations to Students or others that the Agency has approved the Programs.
 - (c) The Institution will take all reasonable steps to ensure that all Practicum Students and Institution Staff are aware and understand standards of work place behaviour, including but not limited to, harassment, discrimination, sexual misconduct, abuse, and appropriate professional and respectful work place behaviour, confidentiality, all consistent with Agency rules, policies and standards.

7. DESIGNATED REPRESENTATIVES, INCIDENT REPORTING & DISPUTE RESOLUTION

- (a) In respect of the Practice Education, the Institution and the Agency will designate one or more individuals to act as their respective representative(s) in all matters relating to the Practice Education, in order to facilitate communications between the parties to this Agreement.
- (b) The Institution will immediately report to the Agency any incident taking place at the Facilities involving its Practicum Students or Institution Staff that causes or compromises Agency Staff or members of the public, including, but not limited to, breaches of the Health and Safety Standards.
- (c) The Institution and the Agency will make good faith efforts to resolve any dispute related to this Agreement by amicable negotiations. All claims, disputes or issues in dispute between the parties that are not resolved by negotiation will, with the agreement of the parties, be decided by mediation or arbitration, or failing agreement, in a Court of competent jurisdiction within the province of British Columbia.

8. SUSPENSION AND REMOVAL

- (a) The Agency may suspend or exclude a Practicum Student or an Institution Staff member from the Facilities, either temporarily, pending investigation or permanently, in any circumstances where the Agency or Institution has identified there are reasonable grounds for believing that the Practicum Student or Institution Staff member has:
 - (i) failed to comply with the Health and Safety Standards or any other rules, regulations and policies of the Agency or any agreement with the Agency;
 - (ii) endangered the mental or physical health or safety of any person; or
 - (iii) otherwise interfered with or compromised the operation of the Facilities.

9. EMPLOYMENT

The Institution agrees that the Institution Staff and Practicum Students are not, by virtue of their involvement or participation in the Practice Education, employees of the Agency, nor are they entitled to employment benefits of any kind whatsoever from the Agency, including but not limited to statutory programs and disability, life or other insurance coverage. The Agency will have no liability or responsibility for the withholding, collection or payment of income taxes, employment insurance, statutory or other taxes or payments of any nature on behalf of, or for the benefit of, the Institution, Institution Staff or the Practicum Students. The Agency shall be solely responsible for the employment, working conditions and any liabilities arising from its employment relationship with Agency Staff participating in the Practice Education. For further clarification, this provision does not limit the Agency's ability to hire Students independently of their participation in the Practice Education.

10. PRIVACY AND CONFIDENTIALITY

- (a) It is acknowledged that in the course of participating in the Practice Education, Institution Staff and Practicum Students may have access to Confidential Information, and that such information is subject to obligations of privacy and confidentiality.
- (b) The Institution acknowledges and agrees that all Confidential Information is deemed to be the property of the Agency, and that this Agreement does not grant the Institution, Institution Staff or Practicum Students any authority to use, disclose, collect or retain such information or records except to the extent strictly required for participation in a Practice Education. Without limiting the foregoing, in no case will Practicum Students or Institution Staff be permitted to retain or remove records from the Facilities without the express written consent of the Agency.
- (c) The Institution agrees that:
 - (i) it will take reasonable steps to ensure that all Institution Staff and Practicum Students are aware of and uphold Agency policies regarding privacy and confidentiality and comply and act consistently with the Agency's obligations under any Applicable Laws or standards of practice;
 - (ii) it will immediately report to the Agency any breaches or potential breaches of this paragraph 10, and provide assistance and cooperation with any investigation conducted by the Agency into such breach; and,
 - (iii) on request, it will immediately return any records or Confidential Information in the possession of the Institution, and will use its best efforts to facilitate the return of any Confidential Information in the possession of Institution Staff or Practicum Students.
- (d) The Institution acknowledges that this Agreement requires the Institution to make disclosure of certain information about Practicum Students and Institution Staff to the Agency. The Institution shall obtain all necessary consents from Practicum Students and Institution Staff, including under the Personal Information Protection Act or the FOIPPA, as applicable, to permit such disclosures.
- (e) The Agency shall protect the Personal Information of Students and Institution Staff that is in the custody and control of the Agency.

11. TERMINATION

- (b) This Agreement may be terminated as follows:
 - (i) by either party with or without reason, on 90 days' written notice;

- (ii) by either party with immediate effect in the event that the other party is in breach of this Agreement and has failed to rectify such breach upon being given 14 Business Days written notice of the breach.
- (b) Termination will not affect the obligations of either party with respect to any act, omission or event that occurs prior to the end of the effective date of termination.

12. INDEMNIFICATION

- a. The Institution shall indemnify and save harmless the Agency from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Institution, Institution Staff, or Practicum Students arising out of this Agreement, excepting always liability arising from the independent negligence of the Agency or Agency Staff.
- b. The Agency shall indemnify and save harmless the Institution from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Agency arising out of this Agreement, excepting always liability arising from the independent negligence of the Institution, Institution Staff, or Practicum Students.

13. INSURANCE

The Institution and the Agency each agree to maintain Insurance coverage as follows:

- a) The Agency will maintain Commercial General Liability in the minimum amount of \$2,000,000 per occurrence and provide evidence of such insurance upon request by the Institution. The Agency will not cancel or materially alter its insurance coverage without thirty days prior written notice to the Institution. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Institution.
- b) The Institution is covered by the University, College and Institute Protection Program (UCIPP) , and will maintain Commercial General Liability in the minimum amount of \$2,000,000 per occurrence throughout the term of this Agreement.
- c) The Institution will arrange coverage under the Workers Compensation Act (BC) or equivalent coverage for Institution Staff and Practicum Students while engaged in activities at the Facilities, (not applicable for out of province placements).

14. GENERAL

- (a) This Agreement shall be for the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.
- (b) If any provision of this Agreement is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.
- (c) The provisions herein and Schedules (if any) hereto constitute the entire agreement between the Parties hereto and supersede all previous expectations, understanding, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

- (d) Any inconsistency between this Agreement, and the policies, guidelines, Schedules or documents appended to or incorporated by reference into this Agreement will be resolved in favour of the Agreement.
- (e) The failure by either party at any time to require strict performance by the other, of any term or provision of the Agreement shall not constitute a waiver or breach of such or any other term or provision of this Agreement, nor shall it constitute a waiver of any succeeding breach of any other term or provision.
- (f) No amendment to this Agreement shall be enforceable unless the same is in writing and signed by the Parties hereto.
- (g) This Agreement shall be governed by and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties agree to attorn exclusively to the jurisdiction of the courts of British Columbia.
- (h) This Agreement is not assignable.
- (i) Paragraphs 10, 11, and 12 will survive the termination of this Agreement.
- (j) Each notice to a Party must be given in writing. A notice may be delivered by hand, electronically or fax to a representative of the Party at the address, e-mail address or facsimile number set out on the first page of this Agreement, and will be validly given if delivered on a Business Day to the above address, or, if transmitted on a Business Day electronically or by fax addressed to the other Party:

“INSTITUTION”

Name: Northern Lights College

Fax: 250-787-6222

“AGENCY”

Name: _____

Fax: _____

or to any other address, fax number or representative that the party designates in writing. Any notice if validly delivered, will be deemed to have been given when delivered.

- (k) Any party may deliver an executed copy of this Agreement electronically or by fax. This Agreement and all documents contemplated by or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.