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**TITLE: WORKPLACE LEARNING POLICY****POLICY STATEMENT:**

Red Deer College (RDC) recognizes and supports Workplace Learning for Learners through the provision of practicums, clinical placements, preceptorships and similar applied and simulated learning experiences in cooperation with Workplace Providers. Learners are governed by the policies of RDC as well as the policies, regulations and professional requirements of the workplace while engaged in Workplace Learning.

**PURPOSE:**

The purpose of this policy is to establish expectations of Workplace Learning, safety and performance and to protect the interests of the Learner, RDC and the Workplace Provider.

**SCOPE:**

This policy applies to all courses and programs where Learners represent RDC during Workplace Learning, including practicums, clinical placements, preceptorships, and similar applied and simulated learning experiences with the exception of service learning unless required by the Workplace Provider.

**PRINCIPLES:**

Procedures and decisions at Red Deer College:

- Treat all persons fairly and respectfully.
- Are nondiscriminatory and non-intrusive.
- Incorporate open, honest and timely communication.
- Are made in a timely manner.
- Provide appropriate confidentiality and privacy.
- Provide appropriate access to education.
- Ensure that all persons have access to informed support regarding policies, procedures, rights and responsibilities.
- Operate with clear written expectations for conduct and handling of complaints.
- Meet all accreditation standards.
- Maintain and clearly state a high standard of instruction and administration in all areas of educational programs and services.
- Are communicated in alternate forms to those who require such accommodation.

## DEFINITIONS:

**Extenuating Circumstances:** Unusual situations or circumstances that are beyond the control of RDC, the Learner or the Workplace Provider making it impossible to continue with the practicum, clinical placement, preceptorship or similar applied and simulated learning experience.

**Placement Coordinator:** The RDC representative assigned to coordinate the Workplace Learning details for the program or course. In some cases the Placement Coordinator and the Placement Supervisor may be the same person.

**Placement Supervisor (also referred to as Practicum Supervisor)** The Red Deer College staff or faculty member assigned to coordinate the Workplace Learning and supervise the Learner during the work placement.

**Service Learning:** A structured learning experience, completed through assignments or activities within a course, where there is a mutually beneficial outcome as a result of the provision of service to others by Learners.

**RDC Student Placement Agreement:** A written agreement between RDC and the Workplace Provider, outlining the terms and conditions that govern the Workplace Learning experience as well as the responsibilities of RDC and the Workplace Provider.

**Workplace Learning:** Workplace Learning, including practice based learning, is a course delivered in the form of a practicum, clinical placement, preceptorship or similar applied and simulated learning experience, completed in a workplace environment of a Workplace Provider. Workplace Learning includes activities such as simulated situations, observations and demonstrations of an activity, performance of discipline specific skills and the completion of project work in a work setting possibly augmented with a lab and/or classroom component.

**Workplace Supervisor/Preceptor (WSP):** The workplace employee contact who is directly supervising the work of the Learner.

**Workplace Provider:** The employer, agency or institution providing the Workplace Learning opportunity to Learners.

## GUIDELINES:

1. Eligibility for participation in Workplace Learning depends on academic standing, pre-requisite course completion and Workplace Provider requirements, such as those specified in the Student Placement Agreement.
2. Learners are responsible for:
  - behaving in a manner which is consistent with their chosen profession
  - meeting the requirements of the Workplace Learning as documented in the RDC Student Placement Agreement and course outlines
  - adhering to policies, practices and standards required by the Workplace Provider while participating in Workplace Learning
  - providing information as needed to secure placements
  - complying with attendance and participation

- Verifying Workers Compensation Board (WCB) reporting requirements with the RDC Health, Safety and Wellness Manager
3. Workplace Providers are responsible for:
    - providing safe work conditions
    - providing orientation/supervision to Learners as needed
    - communicating regularly to RDC including feedback on Learner performance if applicable
  4. Learners typically do not receive remuneration for Workplace Learning. Learners who are receiving remuneration for Workplace Learning are subject to Alberta Employment Standards and/or the Labour Relations Code for the province or federal jurisdiction.
  5. Learners attending approved Workplace Learning experiences are covered through a third party liability policy carried by RDC (subject to policy provisions), unless covered by the Workplace Provider.

## **PROCEDURES:**

### 1. Developing and Establishing Workplace Learning

- 1.1. The Placement Coordinator secures Workplace Providers for learning experiences or the Learner secures his or her own Workplace Learning experience with support from the Placement Coordinator.
- 1.2. The method used to find Workplace Provider(s) may vary from program to program and is documented.
- 1.3. The Placement Coordinator is responsible to follow RDC policy for initiation and completion of a RDC or agency Student Placement Agreement with Workplace Providers.
- 1.4. Workplace Learning occurring outside of Alberta may be considered. Depending on the location, the Placement Coordinator/Supervisor is required to:
  - Contact the RDC Health, Safety and Wellness Centre to determine whether the Learner may be covered by WCB Alberta and notify Risk Services for insurance coverage options when the work placement occurs outside Alberta but within Canada.
  - Contact Risk Services for insurance coverage options when the work placement occurs outside of Alberta and not within Canada.
  - Arrange for the Learner to sign an acknowledgment of coverage limitations. The acknowledgement form is developed and provided by Risk Services.
- 1.5. The Associate Dean or designate approve all Workplace Providers for Workplace Learning.
- 1.6. All Student Placement Agreements must be signed by the Vice President Academic, or designate, and the Workplace Provider **prior** to the start of the Workplace Learning. Changes to the RDC agreement must be reviewed by Risk Services prior to execution.
- 1.7. Student Placement Agreements must be reviewed by Risk Services prior to execution.

- 1.8. Where Learners receive remuneration, the Student Placement Agreement should indicate whether the Workplace Provider's WCB and liability insurance will prevail or not.

## 2. Requirements of Workplace Learning

- 2.1. The Placement Supervisor and WSP are responsible for ensuring that the Learner receives adequate and appropriate orientation and supervision during the Workplace Learning experience.
- 2.2. Some Workplace Providers have additional requirements such as security clearances, current immunization records, police information checks, child intervention checks, etc. The Placement Coordinator is responsible for communicating these requirements to the Associate Dean and faculty for the Learner when required for placement. Learners are responsible for providing the required documentation.
- 2.3. The RDC program is responsible for assigning the final grade based on the evaluation method and criteria specified in the Course Outline, which may include attendance.
- 2.4. The work placement ends if the Learner is terminated from or quits the workplace, fails the course, or withdraws from RDC. RDC has no responsibility to provide another placement. A final grade is assigned unless the Learner drops or withdraws from the course in accordance with the timelines specified in the Academic Schedule.
- 2.5. It is recognized that at times RDC, the Learner or Workplace Provider may not be able to fulfill the requirements of the work placement, due to extenuating circumstances. In such circumstances RDC, the Learner and Workplace Provider endeavors to mitigate the impact of such situations.

## 3. Conflict Resolution and Professional Standards

- 3.1. Learners attempt to resolve any difficulties directly with the WSP. When resolution does not occur, the Learner reports the incident to the Placement Supervisor.
- 3.2. Learners engaged in behaviour that is contrary to the professional requirements of the workplace, is deemed inappropriate by RDC, or fails to adhere to the Student Rights and Responsibility Policy, are subject to discipline through the Student Misconduct: Academic and Non-Academic Policy.
- 3.3. Learners who have been subject to discipline may appeal the decision of RDC through the Appeals: Informal Resolution Policy and the Appeals: Formal Policy.

**OFFICER RESPONSIBLE:** Chair, Academic Council

**RECOMMENDING AUTHORITY:** Academic Council

**CONSULTATION FOR REVIEW:** Vice President Academic, Associate Vice President Academic, Deans' Council, Director of Student Services, Registrar, Academic Policy Committee, Finance, School Councils and the Students' Association.

**POLICY REVIEW DATE:** July 2019

**EFFECTIVE DATE:** March 1, 2015

**REVISION HISTORY:** March 1, 2015 (New Policy)

**RELATED POLICIES:**

- Academic Standing
- Appeals: Formal
- Appeals: Informal Resolution
- Assessment and Grading
- Course Outline
- Student Misconduct: Academic and Non-Academic
- Student Rights & Responsibilities
- Partnerships with External Organizations

**CONNECTION TO BOARD POLICIES:**

All RDC policies support relevant Board of Governors operational policies.

**APPENDIX: STUDENT PLACEMENT AGREEMENT  
BETWEEN:**

[Enter Name] (the "Workplace Provider")

- and -

Red Deer College ("RDC")

**WHEREAS:**

- A. RDC wishes to arrange a Workplace Learning experience for Learners enrolled in RDC's programs and has asked the Workplace Provider to provide such opportunities;
- B. the Workplace Provider offers to provide such experience by way of a Workplace Learning experience for Learners enrolled at RDC; and
- C. the parties wish to define the objectives of the Workplace Learning experience and responsibilities of the participating parties and persons.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1. **Definitions:** In this Agreement, the following definitions apply:

- a) "Learner" means a student enrolled in RDC's programs and assigned to Workplace Learning at the Workplace Provider;
- b) "Placement Supervisor" means a Faculty member or other person who possesses the qualifications prescribed by RDC;
- c) "Workplace Learning" means a practicum, clinical placement, preceptorship and/or similar applied and simulated learning experience for Learners at the Workplace Provider;
- d) "Workplace Supervisor/Preceptor" means a preceptor, Workplace Learning supervisor, Placement Supervisor, site supervisor, practicum supervisor, field instructor or educational coordinator, as the case may be;
- e) "Workplace Provider" means the Workplace Provider named above;
- f) "Program" means the academic program at RDC; and

1.2. **Recitals:** Any Recitals to this Agreement shall be included and read as part of this Agreement.

1.3. **Continuance of Agreement:** Any acknowledgements, acceptances, undertakings, warranties and/or obligations of any of the Parties herein contained shall survive the completion of the respective matters.

1.4. **Assignment:** Workplace Provider may not assign or transfer any or all of its rights and obligations under this Agreement in whole or in part to any third party without prior written consent of RDC.

1.5. **Invalidity:** If any provision of this Agreement should be found to be invalid, illegal, or otherwise unenforceable, the remaining portion of this Agreement shall remain in full force and effect.

1.6. **Applicable Law:** This Agreement shall be construed and enforced in accordance with and the rights of the Parties shall be governed by the laws of the Province of Alberta;

each of the Parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

## **2. TERM**

- 2.1. The term (hereinafter referred to as the “Initial Term”) of this Agreement shall commence with effect the \_\_\_ day of \_\_\_, 20\_\_\_, and shall end on the \_\_\_ of \_\_\_, 20\_\_\_.
- 2.2. The agreement will be renewed under the same or similar terms automatically on a year to year basis once the “Initial Term” expires.

## **3. RESPONSIBILITIES OF THE WORKPLACE PROVIDER**

The Workplace Provider shall:

- 3.1. provide RDC with certain placements for Learners from time to time, as mutually agreed by RDC and the Workplace Provider at the time but is not obligated to offer Workplace Learning opportunities in each academic term;
- 3.2. designate staff to coordinate and supervise the Learners during the Workplace Learning as the Workplace Provider acknowledges that the Learners may be inexperienced, may have limited practice skills, may not be expert in any area and may require supervision;
- 3.3. retain overall responsibility for service delivery and safety of all clients or patients at the sites of the Workplace Provider;
- 3.4. in consultation with RDC and the Learners, determine the times of attendance, the nature and objectives of the Workplace Learning, and the physical and human resources to be provided at the Workplace Provider for the Workplace Learning;
- 3.5. provide Workplace Supervisor/Preceptors who have qualifications considered to be sufficient and appropriate by RDC;
- 3.6. provide to the Learners, before the commencement of and during the Workplace Learning:
  - a) orientation to the physical facilities;
  - b) training relating to the confidentiality policies and administrative, technical and physical safeguards and practices implemented by the Workplace Provider;
  - c) any relevant reports, policies and procedures and any other materials relevant to the Workplace Learning and will make available, at reasonable times, staff members for the purpose of any necessary consultation;
  - d) unobstructed and safe access to such of its facilities and supervision as are required for the Learners’ use during their Workplace Learning; and
  - e) safety equipment and protective clothing, for use during the Workplace Learning, in areas where such equipment or clothing may be required by the Workplace Provider;
- 3.7. require Learners assigned to the Workplace Learning meet pre-Workplace Learning requirements established by the Workplace Provider prior to the Workplace Learning; and
- 3.8. assess each Learner as often as the parties require for the Workplace Learning and at a minimum at the completion of the Workplace Learning, based upon the Program’s learning objectives and requirements as directed by RDC. The Workplace Provider shall provide a copy of the assessment to each of the Learners and RDC.

#### **4. RESPONSIBILITIES OF RDC**

RDC shall:

- 4.1. outline the course of study for the Learners, with a view to developing in each Learner the skills and knowledge as outlined by RDC's curriculum;
- 4.2. require Learners assigned to the Workplace Learning meet academic pre-Workplace Learning requirements established by RDC prior to the Workplace Learning;
- 4.3. appoint a Placement Supervisor whose responsibilities are:
  - a) to evaluate the Learners' performance in accordance with the academic objectives/learning outcomes established by RDC and in consultation with the staff of the Workplace Provider; and
  - b) in cooperation and with the assistance of the Workplace Provider, to inform Learners that they must be oriented to and be familiar with the Workplace Provider's mission, rules, regulations, and policies; provided that in the exercise of these responsibilities the Placement Supervisor is subject to the operational requirements of the Workplace Provider;
- 4.4. inform Learners they must comply with and abide by the Workplace Provider's policies and procedures, and the instructions of the WSP and her/his designate as supervisor of the Learners, during the term of the Workplace Learning, and inform the Learners that during the term of their Workplace Learning and thereafter they are required to abide by the Workplace Provider's Conflict of Interest policy and confidentiality requirements, and are subject to the provisions of legislation governing the Workplace Provider; and
- 4.5. assign the overall grade for each Learner's Workplace Learning and assume overall responsibility for the Learners' academic program.

#### **5. EXPENSES**

Each party is responsible for its own expenses relating to the performance of its obligations under this Agreement.

#### **6. INDEMNITY**

Each party shall, from time to time and at all times hereafter, save, defend, keep harmless and fully indemnify the other party, its successors and assigns, from and against all actions, claims and demands whatsoever that may be brought against or made upon the other party, and against all loss, liability, judgments, claims, costs, demands or expenses that the other party may sustain, suffer or be put to, resulting from or arising out of the first party's negligence or failure to exercise reasonable care, skill or diligence in the performance, non-performance or rendering of any work or service required to be performed or rendered by it, its agents, officials, employees or contract agencies or any of them in accordance with the provisions of this Agreement.

#### **7. INSURANCE**

- 7.1. **Insurance:** Each party shall, at its own expense during the currency of this Agreement, maintain a Comprehensive General Liability and policies of insurance in all respects, and with deductible levels or self-retention amounts supported by financial guarantees and



each containing at least a \$5,000,000.00 each occurrence limit of coverage. In respect of the Comprehensive General Liability coverage, such coverage shall include the other party as an additional insured. Each party shall provide evidence of insurance coverage upon request of the other party.

Use the following if Workplace Learning occurs within the Province of Alberta, and the Learner is a permanent Alberta resident and not an employee of the Workplace Provider:

- 7.2. **Workers' Compensation Board (WCB) Insurance:** Learners attending approved Workplace Learning experiences are covered under the Government of Alberta WCB Insurance unless they are non-Canadian residents.

Use the following if Workplace Learning requires the Learner to become an employee of the Workplace Provider (within Alberta):

- 7.3. **Workers' Compensation Board (WCB) Insurance:** Learners attending approved Workplace Learning experiences where they become employees of the Workplace Provider then they are to be covered by the Workplace Provider's WCB insurance.

For all other WCB situations or where the Workplace Provider cannot meet the WCB requirement, contact Risk Services for wording.

## 8. CONFIDENTIALITY

- 8.1. **"Confidential Information"** as used herein is deemed to be any information including but not limited to client identities, materials, records, memoranda, data and results received by RDC as a result of any Workplace Learning but does not include any information, methodologies or data:
- (a) which are now, or subsequently, in the public domain;
  - (b) which are already in the lawful possession of a party prior to its receipt from the other party;
  - (c) which are independently developed by a party;
  - (d) which are lawfully obtained by a party from a third party;
  - (e) which are disclosed by a party with the written permission of the other party; or
  - (f) which are disclosed pursuant to a court order, legal compulsion or in accordance with legislation.
- 8.2. **Strict Confidence.** RDC shall maintain in strict confidence during the term of this Agreement, any extension of this Agreement and after the expiry or earlier termination of this Agreement, all Confidential Information of the Workplace Provider acquired by RDC in the course of or incidental to the performance of this Agreement and not to disclose, make use of or otherwise deal with Confidential Information of the Workplace Provider without the express written permission of the Workplace Provider, except in the ordinary and proper performance of RDC's obligations pursuant to this Agreement.
- 8.3. **Future Use.** Except for personal information, nothing in this section prevents either party from making any future use of Confidential Information which is public or which becomes public, in a manner not in breach of this Agreement.
- 8.4. **Privacy Protection.** Notwithstanding any other term of this Agreement, each party recognizes and agrees that the other party may have independent obligations under freedom of information and privacy protection legislation and that nothing in this Agreement prohibits either party from complying with such obligations.

- 8.5. Intellectual Property. All information, computer software, data, material, sketches, plans, designs, notes, documents, memoranda, specifications or other paper writing gathered, assembled, received or prepared by a Learner during Workplace Learning is the sole property of the Workplace Provider, including any copyright and other intellectual property rights with respect to such Material.

## 9. TERMINATION

- 9.1. Termination. Either party may terminate this Agreement: (a) if the other party is in breach of a material term or condition and such breach is not cured within thirty (30) days of receipt of written notice of such breach; or (b) at any time upon giving the other party ninety (90) days' notice in writing.
- 9.2. Continue Performance. Notwithstanding the expiry or earlier termination of this Agreement, except due to a breach of a material term or condition by RDC as set out in subsection 9(1)(a) above, the Workplace Provider shall continue to perform its obligations under this Agreement to the extent necessary so that the Learners may complete any current Workplace Learning.
- 9.3. Additional Termination Rights. The Workplace Provider shall, in addition to any other rights it may have and after consulting with RDC, have the right to terminate this Agreement and/or the Workplace Learning of any Learner:
- (a) if, in the sole discretion of the WSP or his/her designate, a Learner's Workplace Learning performance is unacceptable, with the result that community service and/or client care is compromised; or
  - (b) in the event of circumstances beyond the control of the Workplace Provider, such as a community disaster, labour disruption, fire or other situation where such circumstances would interfere with the Workplace Provider's obligations under this Agreement. Once such circumstances have ended, the Workplace Provider shall permit the Learner affected by the interruption to return as soon as possible to complete the Workplace Learning.

## 10. MISCELLANEOUS

- 10.1. Neither party is considered in any way an employee, representative or agent of the other and each party acts as an independent contractor. Neither party creates or may create any obligation, either express or implied, on behalf of the other, except as expressly authorized by this Agreement.
- 10.2. This Agreement ensures to the benefit of and is binding upon each party, its successors and permitted assigns.
- 10.3. This Agreement constitutes the sole and entire agreement between the parties pertaining to the subject matter, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether written or oral, and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both Workplace Provider and RDC.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**RDC:**

**SERVICE PROVIDER:**

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AUTHORIZED SIGNATORY:

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AUTHORIZED SIGNATORY:

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