



Policy Title: Office of the Councillors Work Experience Policy & Agreement
Policy Number: PAC015
Report Number:
Approved by: PFC (Formerly PAC and NAP)
Effective Date: 1994 March 15
Business Unit: Office of the Councillors

PURPOSE

To establish a policy framework within which a Councillor may engage a person on a work experience assignment. (For example; a practicum or co-op work experience student).

DEFINITION OF "STUDENT"

For the purposes of this policy, a Student is someone attending a recognized, accredited post-secondary institution or pursuing a program or project in relation to an accredited program of study at a recognized post-secondary institution.

POLICY

1. This policy is intended to apply to situations in which a Councillor wishes to engage a student on a work experience assignment and intends that the student have the use of resources of The City during the term of the assignment.
2. Students may only be taken on assignment under this policy following submission of a duly completed Work Experience Agreement (Appendix A) and submission of proof of Alberta Workers Compensation coverage and liability coverage by the student to the Manager, Office of the Councillors as required by the Agreement.
3. Work experience students will be expected to share the space and resources allocated to the Ward of the Councillor with whom they have a Work Experience Agreement unless the Councillor has made other arrangements within The City Administration.
4. Councillors are requested to advise the Coordinating Committee of the Councillors Office of the anticipated date of commencement of duties by a Work Experience Student two weeks prior to commencement of the assignment or as soon thereafter as possible.
5. No Councillor may enter into more than two Work Experience Agreements per year without the approval of the Coordinating Committee of the Councillors Office.



6. Students may be required to wear identification cards when working in the Municipal Complex.
7. Should a Councillor wish to remunerate a Student from his/her Assistants Account this can only be achieved by entering into an Assistants' Contract in accordance with the Policy for Office of the Councillors Assistants in which case the Assistants Policy and employment agreement govern the relationship.

QUALIFICATIONS

1. At the time of entering into a Work Experience Agreement, the student:
 - a. must be at least eighteen (18) years of age;
 - b. must be a Canadian citizen or a landed immigrant;
 - c. must not be an un-discharged bankrupt;
 - d. can not possess a criminal record of an indictable offence conviction which is less than five years old.
2. No Councillor may engage a relative or a common-law spouse as a work experience student. (For the purposes of this section, the definitions of "relative" and "common-law spouse" will be as set out in the Policy for Office of the Councillors Assistants, Section III, paragraph 5).

DUTIES AND LIMITATIONS

1. Students shall not substitute for Councillors at meeting of boards, commissions or committees to which the Councillors have been appointed by Council.
2. Students shall execute confidentiality/disclosure forms contained within the Work Experience Agreement.
3. Students shall only perform administrative functions related to the Councillor with whom they have a Work Experience Agreement.
4. Students shall be ineligible for selection by Council to boards, commissions, committees and authorities appointed by Council, but may accept appointments by bodies other than Council.
5. Students shall not be permitted to attend In-Camera meetings of Council or Committees of Council.

AMENDMENTS

2013 October 21 - Bylaw 40M2011 Discontinue the use of the title "Alderman" in favour of the title "Councillor"



Appendix A

Work Experience Agreement made as of the ___ day of _____ A. D. 20__.

BETWEEN:

COUNCILLOR

(hereinafter called "the Councillor") OF THE FIRST PART

- and -

_____, of the City of Calgary, in the

Province of Alberta (hereinafter called "the Student") OF THE SECOND PART

WHEREAS the Councillor is desirous of utilizing the services of the Student and the Student has agreed to provide such services;

NOW, THEREFORE, In Consideration of the hereinbefore recited premises and the mutual covenants of the parties hereto **THIS AGREEMENT** witnessed that the Parties Hereto Agree as follows:

1. The Student agrees to provide proof that he/she is covered by the liability insurance and Workers Compensation Board coverage of the institution sponsoring the Work Experience program he/she is in, or has adequate liability insurance and Workers Compensation Board coverage through some other means; said proof must be submitted to and meet the approval of the Manager, Office of the Councillors prior to commencement of services to the Councillor under this agreement.
2. The term of this Agreement shall be for a period not to exceed 3 months and shall commence on the ___ day of _____, 20__, and terminate on the day of _____, 20__. However, in no case shall the term of this agreement extend beyond the Councilor's term of office.
3. The parties agree to abide strictly by the terms of the Office of the Councillors Work Experience Policy which is attached hereto and made part of this Agreement.
4. Any and all information provided to the Student in connection with this Agreement shall be considered to be confidential and shall only be used as is necessary to carry out the services to be provided. All reports prepared by the Student hereunder shall be the property of the Councillor.



5. Without limiting the foregoing but for greater clarity, no information or document is to be disclosed or released to any member of the news media or any other person not an employee of the City unless prior authorization is provided by the Councillor or the Manager, Office of the Councillors.
6. The Student hereby indemnifies and shall defend and hold harmless the Councillor and The City of Calgary and all of its employees or authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any negligent act, error, or omission or fault whether active or passive of the Student in connection with or incident to the performance of this Agreement
7. This agreement may be terminated at the pleasure of the Councillor at any time and, without limiting the generality of paragraph 5 hereinbefore, upon termination, the Assistant shall release and forever discharge the Councillor from all manner of actions, causes of action, claims, and demands whatsoever under or in respect to this Agreement.
8. This agreement embodies the entire Agreement between the Assistant and The City. No additional changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties.

In Witness Whereof the parties hereto have executed this Agreement.

Signed, Sealed and Delivered

COUNCILLOR

STUDENT

Witness