



ANTIOCH
COLLEGE

**Memorandum of Understanding
between
Antioch College's Cooperative Education Program and**

(Employer)

This Memorandum of Understanding (MoU) serves to document the agreement between Antioch College's Cooperative Education Program (Co-op) and the above named Employer. It is understood by both parties that a central component of the cooperative education experience is meaningful employment through which a student accepts mission-central responsibilities set by the Employer and learns through the process of carrying out their work. This MoU serves to define the relationship between the College and the Employer. It clarifies the expectations of both parties in order to help ensure that students can make a positive contribution to an organization while acquiring valuable experience and skills.

It is recognized that the hiring of any student is at the discretion of the Employer. The College asks the cooperating Employer to treat students as they would their regular employees; however, it expects the Employer to guarantee adequate supervision and provide the support necessary for a student to be successful. In this regard, the following are considered essential components of the relationship:

- **A safe and supportive working environment** – The Employer will designate and maintain a safe workplace and ensure safe operating procedures on its premises as well as in situations where student employees carry out Employer duties outside of the workplace. The Employer is also expected to uphold workplace fairness standards as codified in federal and state law and maintain an environment that is free from harassment and other forms of discrimination as stipulated by the U.S. Equal Employment Opportunity Commission (EEOC).
- **Appropriate orientation and clear definition of tasks** – The Employer will provide an overview of the organization's work and explain the areas in which the student is required to contribute. They will provide appropriate training so that the student understands the tasks to be performed. They will also communicate expected levels of performance so that the student knows how their progress will be assessed. The College requests a written job description from Employers before the beginning of the Co-op term. It also asks students to complete with the Employer a written Expectations of Employment and Learning Objectives form in order to facilitate discussion on the educational aspects of the experience.
- **Adequate supervision** – The Employer will assume responsibility for supervising the student during work hours for the duration of the cooperative work term as they would for any other employee. They will identify an immediate workplace supervisor who will provide direction, assist the student with work-related problems and be accessible for questions.
- **Performance evaluation** – The Employer will provide feedback to the student at appropriate intervals throughout the employment term. They will also complete a written performance evaluation at the end of the experience.
- **Clear communication** – The Employer will contact the Cooperative Education Program with any questions or to voice concerns. It also agrees to allow the scheduling of an on-site visit by a faculty advisor.

The Co-op Program does not exist as a mechanism for companies seeking to recruit students directly into training programs, consulting assignments, or unsupervised job functions at an Employer's client site. Compensation for student work, if applicable, is expected to be paid in a timely manner at the agreed upon rate and in accordance with state and federal laws.

Confidentiality Agreements: Students can be required to sign confidentiality agreements as necessary.

Additional Contracts: During the term of this MoU, the Employer agrees that Co-op students will not be required to sign any type of contract or agreement that contains any of the following mandatory terms, conditions or obligations:

- Repayment for Training: requiring the student to refund the company for the value of any training the student received while working for the Employer.
- Repayment for H-1B Visa Fees: requiring the student to pay back sponsorship fees if they exit their position prior to the agreed upon date.
- Relocation Expenses: requiring the student to repay the Employer for relocation expenses to an out of area work assignment.
- Other Compensation: requiring the student to accept compensation in a form other than salary unless prearranged provisions have been made (e.g. room and board).

The Employer hereby acknowledges that the Co-op Program cannot guarantee a student's work performance or that the end results of their work will satisfy all of the Employer's expectations. The Employer also acknowledges that a representative of Co-op will, if needed, advise and assist the student and Employer to attempt to resolve issues that may arise. Nothing contained herein shall be construed to prevent an Employer from terminating a student's employment, except that the Employer is asked to consult with a representative of the Co-op Program prior to such action. Likewise, students are informed that they should consult with the Co-op Program if they feel it may be necessary to renounce their job—a rare occurrence.

Nothing in this MoU shall be construed as limiting a student's right to enter into a separate individual employment agreement at their sole discretion after completion of their degree program. The Employer understands that if the Co-op Program faculty, based on good faith, believes that the Employer has mistreated, disrespected, misused, overused, unfairly made demands upon, or refused to offer necessary resources and help to Co-op students, the Employer may be subject to project cancellation and/or may be excluded from future participation in the program.

The following signature confers that the below Employer has read, understands and agrees to the above stated terms and conditions and will participate accordingly. The MoU is understood to be effective from the date of the Employer's execution below and is open-ended so as to include future student placements.

Position Title: _____

Organization: _____

City: _____ State: _____ Country: _____

Employer Representative Signature _____ Date _____ Phone _____

Employer Representative Printed Name _____ Title _____ Email _____

Co-op Faculty Member Signature _____ Date _____

Comments: _____
