

NJIT Cooperative Education Employer Participation Agreement

This Agreement shall be effective from the date of the employer's execution below until the student's completion of the NJIT Cooperative Education (Co-op) program at the end of each academic semester for which the Co-op student was provided.

Cooperative Education (Co-op) at NJIT is defined as an academically integrated program that gives matriculated students the opportunity to enhance their classroom studies through paid professional work experience before graduation. For employers, Co-op is a unique method for collaborating with colleges and universities in improving the overall professional development and workplace readiness of graduates. The Co-op program offers many additional short and long term benefits to employers and students alike, including a systematic approach for filling pre-professional work assignments, and an opportunity for students to earn a competitive wage.

The Co-op program does not exist as a mechanism for companies seeking to recruit students directly into training programs, consulting assignments, or to conduct indirectly supervised job functions at the employer's client site. Therefore, to be eligible to participate in the Co-op program employers must provide the following:

- Designation of an existing Co-op work site
- Designation of an immediate work place supervisor
- A written Co-op job description and learning contract
- A safe work environment
- Direct compensation to each student (timely paid in accordance with all State and federal laws and at the agreed upon rate)
- A work environment conducive to learning
- Feedback on student's performance
- Allowing an on-site visit by a faculty Co-op advisor

Cooperative education jobs must follow certain guidelines to meet the criteria for the co-op program. Co-op students who are hired by an employer must be supervised by that employer in a supportive learning environment in a semester-long work experience. Arrangements where a co-op student is hired by a company to work as a consultant or subject matter expert for a third party are not considered appropriate co-op learning environments. Co-op arrangements cannot include mandatory prolonged periods of business-related travel and periods of unemployment for the student due to lack of employer contracts. All NJIT cooperative education work assignments and Co-op student work arrangements require the pre-approval of NJIT Division of Career Development Services.

During the term of this Agreement, the employer agrees that NJIT Co-op students will not be required to sign separate employment contracts in their individual capacity such as those used by the employer for the purpose of regularly hired employees. NJIT Co-op students will also not

be required to sign any other type of contract or agreement that contains any of the following mandatory terms, conditions or obligations:

- Non-Compete Clause: prohibiting the Co-op employee or intern from subsequently working with an employer's competitors, clients, vendors, or any other persons related to the current employer's business for any length of time.
- Repayment for Training: requiring the Co-op employee or intern 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 co-op employee or intern to pay back sponsorship fees if they exit their position prior to the agreed upon date^[AC1].
- Length of Contracts: beyond the time periods specified in the co-op employee's or intern's Co-op Learning Contract
- Relocation Expenses: requiring the co-op student or intern to repay the employer for relocation expenses to an out of area work assignment^[AC3]
- In-Kind Compensation: requiring the Co-op student or intern to accept compensation in a form other than salary.

In such cases where this Agreement has been disregarded and an individual employment contract has been executed between the employer and the student during the Co-op program, the student shall be considered an express third party beneficiary to this Agreement and shall have the option of enforcing this Agreement on his or her own in the event that he or she elects to declare such individual employment contract unenforceable with regard to the above terms, conditions or obligations. This provision will survive termination of this Agreement.

Nothing in this Agreement shall be construed as limiting a student's right to enter into a separate individual employment Agreement is at his or her sole discretion after completion of his or her Co-op program. Additionally, nothing contained herein shall be construed to prevent a Co-op student from terminating his or her employment with the employer at any time and for any reason.

The employer hereby acknowledges that NJIT cannot guarantee a Co-op student's work nor that the end results of the same will meet all of employer's expectations. As such, employer understands and agrees that NJIT specifically disclaims all warranties or representations, either express or implied.

The employer understands that if NJIT, 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 program students, the employer is subject to project cancellation and/or may be excluded from future participation in the NJIT Co-op program.

The provisions of this Agreement shall be governed by the laws of the State of New Jersey.
