



CO-OP EMPLOYER PARTNER AGREEMENT

This Agreement is made and entered into by and between Marshall University on behalf of College of Engineering and Computer Sciences (CECS) as part of its Co-Op Program, a state of West Virginia institution of higher education hereinafter called MARSHALL and _____, hereinafter called the EMPLOYER PARTNER.

WHEREAS, MARSHALL is principally located at 1 John Marshall Drive, Huntington, West Virginia, 25755 and

WHEREAS, the EMPLOYER PARTNER is principally located at _____.

WHEREAS, the EMPLOYER PARTNER will provide employment based upon their needs for students participating in the Co-Op Program.

WHEREAS, the parties desire to advance education in the programs of engineering and computer sciences giving students hands-on training and experience necessary for obtaining employment within these designated fields.

WHEREAS, the parties desire to improve the quality of available applicants upon graduation.

WHEREAS, it is deemed advisable and in the best interest of the parties to establish an agreement for the purposes of carrying out these objectives.

NOW THEREFORE, in consideration of the mutual benefits, the parties hereto agree as follows:

ARTICLE 1 TERM

The original term of this Agreement is from _____ through _____. Thereafter, this Agreement shall automatically renew on an annual basis (unless this Agreement is terminated as set forth below) without need of a written amendment to extend the term.

Either party may terminate the this Agreement at any time with or without cause by giving the other party ninety (90) days written notice to terminate; however, students assigned with the EMPLOYER PARTNER when termination notice is given shall be permitted to complete their current rotation at MARSHALL's option.

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

The EMPLOYER PARTNER will:

- i. Provide a written offer to the Student which, at a minimum, includes a description of duties to be performed, the anticipated hours to be worked, the location of the assignment (whether in person or virtual experience), and the rate of compensation to be paid;
- ii. Comply with all applicable state, federal and municipal laws;
- iii. Participate in the reporting process including the "Work Report" and the "Employer Evaluation Form" by Wednesday of the Marshall University week of final examinations as set forth on Marshall's academic calendar;
- iv. In addition to the required reports and as part of the learning environment, provide feedback through interaction and instruction to Students and provide regular supervision;
- v. Report any absences or other inappropriate behavior involving or impacting the student(s) to the Co-Op Coordinator in a timely manner;
- vi. Allow visits from the Co-Op Coordinator or other MARSHALL staff, as necessary, to ensure the requirements of the Co-Op are being met;
- vii. Provide a safe work environment including requiring the use of Personal Protective Equipment (PPE) as determined by the appropriate health official;
- viii. Obtain general and/or professional liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and a three million dollars (\$3,000,000) in the aggregate, in addition to any applicable workers' compensation coverage;
- ix. Understand and agree that MARSHALL does not assume any liability for any acts, omissions, negligence, willful misconduct, or bad faith by Student(s) participating in Co-Op;
- x. Acknowledge and agree that the Students' education records and any personally identifiable information from such education records (collectively "Student Information") created by the EMPLOYER PARTNER and/or provided by MARSHALL to the EMPLOYER PARTNER is subject to the confidentiality provisions of the federal Family Educational Rights and Privacy Act, 20 USC § 1232g, ("FERPA") and its implementing regulations (34 C.F.R. Part 99). Accordingly, the EMPLOYER PARTNER will agree not to disclose or re-disclose any Student Information to any other party without the prior written consent of MARSHALL and the student(s) to whom the Student Information pertains unless the disclosure or re-disclosure falls under a FERPA exception allowing disclosure without the student(s)' consent. The EMPLOYER PARTNER will also agree to only use Student Information for the purpose(s) for which the Student Information was disclosed. For the purposes of this Agreement, pursuant to FERPA, MARSHALL hereby designates you as an Educational Institution official with a legitimate educational interest in the educational records of the Student(s) who participate in Co-Op to the extent that access to the records is required by the EMPLOYER PARTNER to carry out the work experience. If the EMPLOYER PARTNER receives a court order,

subpoena, or similar request for Student Information, you shall, to the extent permitted by law, notify MARSHALL within two (2) business days of its receipt thereof, and reasonably cooperate with MARSHALL in meeting MARSHALL's and/or EMPLOYER PARTNER's FERPA obligations in complying with or responding to such request, subpoena, and/or court order;

- xi. Request the removal of any Student whom the EMPLOYER PARTNER determines is not performing in accordance with its applicable administrative policies, procedures, rules, and/or regulations. Such request must be made in writing and must include a statement of the reason or reasons why the EMPLOYER PARTNER desires to have the Student removed. Provided that; the EMPLOYER PARTNER may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of services, or for unprofessional behavior. The EMPLOYER PARTNER will notify MARSHALL, within five (5) business days in writing, if such an action is required and include a statement of the reason or reasons why EMPLOYER PARTNER removed the Student. MARSHALL may terminate a student's participation when, in its sole discretion, further participation by the student would no longer be appropriate. MARSHALL will notify the EMPLOYER PARTNER if such action is required.

MARSHALL will:

- i. Provide a process for EMPLOYER PARTNERS to post open employment;
- ii. Inform the student and faculty of Co-Op Program;
- iii. Prepare the Student for their employment;
- iv. Be responsible for planning and execution of educational program and curriculum; and
- v. Provide a Co-Op Coordinator to oversee Co-Op Program.

ARTICLE 3 VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to choice of law principles. The exclusive venue for disputes between the parties arising from or related to this Agreement shall be those courts of the State of West Virginia located in Cabell County, West Virginia.

ARTICLE 4 ASSIGNMENT

This Agreement and the rights and obligations hereunder may not be assigned by either party without the written consent of the other.

ARTICLE 5 SEVERABILITY

The provisions of this Agreement shall be considered severable such that if any provision hereof is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

This Agreement may be modified upon written agreement of the Parties.

This Agreement is intended to supersede all prior agreements.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Agreement.

Marshall University

(Employer Partner) _____

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date