

**UNIVERSITY OF PUERTO RICO  
RIO PIEDRAS CAMPUS  
BUSINESS ADMINISTRATION FACULTY**

**COOPERATIVE WORKING AGREEMENT**

**AS THE FIRST PARTY:** The University of Puerto Rico, Río Piedras Campus, employer with social security number 660-43-3760, represented by Dr. Gladys Escalona de Motta, Chancellor, of legal age, married, and resident of Guaynabo, Puerto Rico, hereinafter referred as the **CAMPUS**.

**AS THE SECOND PARTY:** \_\_\_\_\_ employer with social security  
(Name Cooperative Employer)  
number \_\_\_\_\_, represented by \_\_\_\_\_ of legal age,  
(Name Cooperative Employer Officer)  
\_\_\_\_\_, resident of \_\_\_\_\_ hereinafter referred as the  
(Civil Status) (Municipality)

**COOPERATIVE EMPLOYER.**

The agreement consists of the Statement of Purpose, Agreement Terms, Special Conditions, and the Cooperative Education Working Agreement Release Form, and both parties have agreed to formalize the present Agreement and make it effective in common understanding subject to the following terms and conditions.

This Agreement will be in effect from the date in which both parties sign until

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
(day) (month) (year)

## **STATEMENT OF PURPOSE**

The overall missions of the Cooperative Education Working Agreement are:

To provide Business Administration students with an integrated program of work and training benefits sought by **BOTH PARTIES**.

To create an effective and efficient system for developing highly qualified professionals.

## **AGREEMENT TERMS**

### **ADMINISTRATION OF THE PROGRAM:**

**BOTH PARTIES** will work closely together to ensure maximum program effectiveness.

Each of **BOTH PARTIES** will designate their coordinator, who will be the primary contact for all matters involving the combined program. Coordinators will be responsible for the compliance of the Cooperative Education Working Agreement, and will confer periodically regarding any problems, changes or arrangements that may deem necessary for the Program.

### **SELECTION AND ELEGIBILITY:**

Potential participants may be recommended by the **COOPERATIVE EMPLOYER**, but the initial screening and selection will be performed by the **CAMPUS**. Candidates must be acceptable to **BOTH PARTIES**. Recommended students by the **CAMPUS** will be further screened by the **COOPERATIVE EMPLOYER**.

The **COOPERATIVE EMPLOYER** will place a timely request for Student-Trainees at the **CAMPUS** in order to meet such request. Working periods have to coincide with the **CAMPUS** Academic Terms. Each **COOPERATIVE EMPLOYER'S** request will identify the academic major, student's career objectives, and the approximate date the student(s) is to begin its working period.

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Undergraduate students are eligible for selection in this Program when they are officially enrolled and accepted by the Cooperative Education Students Program at the **CAMPUS**, and have successfully completed, at least, their first Academic Year. Graduate Students are eligible for selection in this Program when they successfully complete, at least, one (1) semester. The **CAMPUS** will only recommend for employment Student-Trainees who meet the above mentioned criteria.

All students who apply to participate in the Program will be considered for employment regardless of gender, race, creed, color, national origin or social origin. The Program will only consider students with US citizenship or residents.

The pattern of work and study will alternate on a rotating basis with periods of work and study which are designed to conform to the Academic Semester or Summer Sessions as established in the Academic Calendar by the **CAMPUS**.

### **WORK ASSIGNMENT PROCEDURES:**

Initial work assignments conferred by the **COOPERATIVE EMPLOYER** have to recognize the student's academic level, and assignments with progressive difficulty can be requested.

The students' first two (2) months at work with the **COOPERATIVE EMPLOYER** will be considered as a trial period in which strength and weaknesses are carefully observed and assessed, for which help is given as required in order to improve student's performance.

### **PROMOTION PROCEDURES:**

Student-Trainees will enter a level consistent with their stage of Academic Year and consistent with their progress. Student-Trainees can be promoted to other various

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Trainees' levels as they satisfactorily complete the requirements set forth by the **COOPERATIVE EMPLOYER'S** regulations and/or standards.

### **QUALITY OF WORK AND STUDY FOR RETENTION WITHIN THE PROGRAM:**

The Coordinator will ensure that the quality of both, work and study undertaken by the Cooperative Program participants is maintained at a sufficient level to merit continuance in the Program. Undergraduate students must maintain a GPA of at least 2.50, and Graduate students must maintain a GPA 3.00, and they have to demonstrate a satisfactory performance on related work assignments to stay in the Program. When the Student-Trainee fails to comply with minimum academic standards and performance, it can be summarily removed from the Program.

The Cooperative Education Program Office will initiate the Student-Trainee removal action only written certification of failure is received. Student-Trainees has the right to discuss with the Program Coordinator the failure notification as well all other circumstances and situations which involves unsatisfactory performance. A Student-Trainee can be also removed from the Program during a semester, if he/she displays any misconduct or attitude classified by the Cooperative Employer as a breach of their administrative policies and of the Commonwealth of Puerto Rico legislation.

Students-Trainees cannot interpret their intervention under this Agreement as expectancy of retention nor to obtain a permanent job position from their Cooperative Employers.

### **PAYMENTS AND BENEFITS:**

Student's salary, payments of extra hours worked, and fringe benefits will be paid accordingly to the standards established by the employer for any regular employee,

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according with the U.S. Federal Government and Commonwealth of Puerto Rico legislation and regulations over such matter. The Student- Trainee will be considered as a regular employee during its working period. The Cooperating Employer has the responsibility to provide insurance coverage for Students-Trainees in the same manner and extensions of regular employees.

### **RESPONSIBILITY:**

The Cooperating Employer will be responsible of any judicial or extra judicial claim and will provide immunity for damages and harm and/or mental and moral anguish that any natural or judicial person could suffer or allege to suffer; where damages or harm are allegedly being caused by actions or negligent omissions, including intentional acts of the Cooperating Employer, its agents or employees while such damages occurred during the performance of this Agreement, exonerating and releasing the University of Puerto Rico of all responsibilities.

### **SPECIAL CONDITIONS:**

*Clauses required by the University of Puerto Rico, Río Piedras Campus* – All clauses listed below shall appear on all CAMPUS Agreements, regardless of the University of Puerto Rico System Unit or Individual Program involved. These are clauses of outmost importance that render this Agreement legal, and they are required by various Governmental Agencies of the Commonwealth of Puerto Rico which oversee the activities of its agencies and corporations.

**1. BOTH PARTIES** state that in the selection and treatment of students and coordinators there will be no discrimination on the basis of sex, race, color, place or date

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of birth, national origin, and social status, physical or mental handicap, political or religious beliefs or status as a military veteran.

2. **BOTH PARTIES** are committed to maintain records of all reports, timesheets for jobs or assistantships, and all other documents related to the services discussed in this Agreement, in order to keep them available for examination by the Office of Internal Auditors of the University of Puerto Rico, by an outside firm of auditors hired by the University of Puerto Rico or by the Comptroller Office of Puerto Rico on its auditing duties over the University of Puerto Rico. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with the generally recognized auditing. Said documents will be kept for no less than six (6) years or until the Comptrollers Office of Puerto Rico has made its investigation, whichever occurs first.

3. Neither the University of Puerto Rico nor its agents or employees will be liable to the Cooperative Employer, its agents and employees or any other person or entity for any damages that may result from student's negligent or intentional acts or omissions while participating in the training program; further acknowledging and recognizing the Cooperating Employer to indemnify and hold harmless the University, its officers, employees, and representatives from the aforementioned liability.

4. Either party may rescind this Agreement only through a previous thirty (30) days notice. Either party can immediately cancel this Agreement without prior notice upon the commission of negligence, non compliance or violation of any condition set in this Agreement of the other party.

**PARENT AND STUDENT RELEASE FORM:**

Any student under legal age can not be admitted into the Program without the written consent of its parents or legal guardian, by which they release the **CAMPUS** and the University of Puerto Rico administration from responsibility and/or liability arising from negligence, damages, or misconduct as a result of events occurred outside the premises of the **CAMPUS** or as a derivate consequence of events not related or in which the **CAMPUS** does not intervene. The Release Form is an essential part of this Working Agreement.

**GIVEN** and set forth by **BOTH PARTIES** in San Juan, Puerto Rico, on \_\_\_\_\_ of \_\_\_\_\_, 200\_\_\_\_.  
(month) (day)

\_\_\_\_\_  
**FIRST PARTY**

Gladys Escalona de Motta, Ph. D.  
Chancellor  
University of Puerto Rico  
Río Piedras, Campus

\_\_\_\_\_  
**SECOND PARTY**

\_\_\_\_\_  
Cooperative Employer Officer's Name  
\_\_\_\_\_  
Cooperative Employer's Name