

# Letter of Agreement

## Oklahoma State University Institute of Technology Truck Technician Program

Oklahoma State University Institute of Technology (OSUIT) places special emphasis on collaboration and partnerships with industry. The Truck Technician program awards an Associate in Applied Science (AAS) college degree to students who master the required competencies and skills for the truck maintenance industry. The program design focuses on technical education in truck repair and maintenance technology and/or related areas; maintaining, servicing, repairing and diagnosing truck systems; and pursuing a career in the truck maintenance industry.

This Letter of Agreement outlines the responsibilities of each party in order to deliver quality education to students, and well trained entry level technicians to participating companies.

This agreement is made (month) \_\_\_\_\_ (date) \_\_\_\_\_ (year) \_\_\_\_\_, by and between:

(COMPANY NAME herein "Company" \_\_\_\_\_)

Located at (Address) \_\_\_\_\_

Appearing by and through its duly authorized representative,

AND

Oklahoma State University Institute of Technology herein "OSUIT"  
School of Diesel and Heavy Equipment Technology  
1801 East Fourth Street  
Okmulgee, OK. 74447

This Letter of Agreement and the conditions and responsibilities for both OSUIT and Company were approved at the Advisory Meeting for the Truck Technician Program on March 13, 2015. The conditions and responsibilities can only be amended with approval of OSUIT and the Advisory Board of the Truck Technician Program.

OSUIT and Companies that are participating, or want to participate, by sponsoring students in the Truck Technician program, will have a Company representative attend the Truck Technician program Advisory Committee meeting twice a year. The purpose of an Advisory Committee is to assure excellence in the Truck Technician program offered by OSUIT. To achieve this purpose, the committee must be actively and continually involved in all facets of the program of study.

To that end, the Truck Technician program Advisory Committee will:

- A. validate the program's mission, vision, and position on a continual basis;
- B. review the program of study and recommend improvements that better prepare graduates to meet their career goals and the workforce needs of the Companies;
- C. evaluate educational facilities and recommend improvements which enhance faculty facilitation of student learning;
- D. assist as appropriate in the assessment of faculty competence and recommend ways to improve their technical currency and professional growth;
- E. provide paid and supervised internships for students;
- F. assist in the identification of employment opportunities for graduates;
- G. periodically participate in the orientation of faculty, staff, and students regarding the emerging workforce needs of employers;
- H. support program-specific and institution accreditation initiatives;
- I. liaise with employers, students, graduates, institutional governance members, business and industry personnel, and others to promote the Truck Technician program and industry objectives and wellbeing.

Any Company, Fleet, or OEM may, pursuant to this agreement, sponsor student(s) in the OSUIT Truck Technician program.

To that end, Companies will:

- A. provide a minimum scholarship of \$500.00 per student per semester;
- B. provide the Truck Technician program \$250.00 per student per semester for operating expenses such as; gaskets, seals, test equipment, diagnostic equipment, and training equipment repairs, which offsets the need for academic or lab fees;
- C. designate a Company representative who will serve as the official partnership program coordinator/contact person;
- D. loan truck(s), equipment, training aids, etc. to the Truck Technician program for up to 8 weeks as needed for training purposes – replacing vehicles as needed during the loan period;
- E. appoint a coordinator/contact person to liaise with OSUIT faculty to schedule the vehicle loans up to one semester in advance;
- F. deliver and pick up vehicles and other items before and following loan periods;
- G. loan or donate equipment, training aids and/or other needed items;
- H. per Company policy, maintain insurance on vehicles and items on loan to OSUIT in the event of fire, flood, tornado or other unforeseeable disasters;
- I. assist OSUIT in acquiring training aids and equipment;
- J. facilitate professional development opportunities for Truck Technician program faculty;
- K. recruit, interview, select and sponsor students in the Truck Technician program;
- L. provide uniforms for Company sponsored students in the Truck Technician program;
- M. provide paid internship experiences that align with and advance sponsored students' recent learning experiences;
- N. provide benefits to students in accordance with company policy, state and federal law;

- O. orient interns to Company, including its policy and procedures;
- P. provide intern evaluations in accordance to the Truck Technician program established by OSUIT and the Advisory Committee;
- Q. assist OSUIT with publicizing and promoting the Truck Technician program in area high schools, technical institutions, and through other relevant avenues.

Company will NOT:

- A. recruit student(s) that are sponsored by another Company in the OSUIT Truck Technician program for internships or full time employment, or the recruiting Company will lose the privilege of sponsoring student(s) into the OSUIT Truck Technician program;
- B. hire student(s) in the OSUIT Truck Technician program as full time employees before the student(s) graduate from the OSUIT Truck Technician program, or that company will lose the privilege of sponsoring student(s) into the OSUIT Truck Technician program.

OSUIT will:

- A. establish an Advisory Committee for the Truck Technician Program;
- B. prepare the necessary technical course documentation for approval by the Truck Technician program Advisory Committee and the OSUIT Curriculum Committee;
- C. prepare the documentation necessary for approval of the OSU/A&M Board of Regents and the Oklahoma State Regents for Higher Education for the establishment and continuance of the Truck Technician program;
- D. establish, with approval of the Advisory Committee, the assessment objectives and measures for each technical course offered in the Truck Technician program;
- E. prepare the documentation necessary for changes in B, C, or D above, as requested by the Advisory Committee;
- F. assist Company with student recruiting, interviewing, assessment and advisement;
- G. admit and enroll sponsored students into the Truck Technician program in accordance with OSUIT's policies and procedures;
- H. jointly market, promote and publicize the Truck Technician program with Company;
- I. provide faculty, classroom, lab space, internet and other basic services necessary to deliver coursework that will lead to an Associate in Applied Science degree;
- J. provide faculty release time to attend training opportunities facilitated by Company;
- K. inform Company coordinator/contact person of student progress in accordance with the Family Educational Rights and Privacy Act;
- L. attend scheduled recruiting events with Company;
- M. conduct student internship visits;
- N. provide a Third Party Billing form for Company to complete describing the amount of scholarship and program support to be billed to Company for each student enrolled in the Truck Technician program;
- O. provide a Dealer Employment and Loan/Scholarship Repayment Agreement prepared by The Associated Equipment Distributors Foundation to Company for their use to establish an agreement with their sponsored students if Company desires a formal agreement.

Student will:

- A. maintain a Company sponsor throughout the program. Students without a sponsor will not be allowed to enroll or reenroll in the Truck Technician program;
- B. be a temporary employee-at-will with Company for the duration of the Truck Technician program;
- C. provide Company with responsible and productive work effort during paid internships;
- D. participate in all learning and internship activities at the scheduled times;
- E. will maintain satisfactory academic standards and adhere to OSUIT policy and procedures;
- F. adhere to Company policy and procedures;
- G. ultimately be responsible for all costs incurred through participation in the OSUIT Truck Technician program, including, but not limited to, tuition, fees, books and supplies, housing, and meals;
- H. be required to successfully complete all required technical and academic courses, and have a minimum 2.00 Institutional grade point average, to enroll in internships.

It is mutually understood and agreed that Company and OSUIT may terminate this agreement at any time so long as written notice is provided to the other party at least 120 days in advance. If the agreement is terminated, Company and OSUIT shall work collaboratively to assist affected students. This agreement is subject to negotiated changes as required by institutional policy and/or regulatory requirements.

Oklahoma State University, in compliance with Title VI and VII of the Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of the Education Amendments of 1972, Americans with Disabilities Act of 1990, and other federal laws and regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services. Title IX of the Education Amendments and Oklahoma State University policy prohibit discrimination in the provision of services or benefits offered by the University based on gender. Any person (student, faculty or staff) who believes that discriminatory practices have been engaged in based upon gender may discuss their concerns and file informal or formal complaints of possible violations of Title IX with the OSUIT Title IX Coordinator.

To the extent allowed by Oklahoma Law, each Party agrees to indemnify and hold the other harmless from and against any and all claims, damages and liabilities whatsoever, asserted by any person or entity, arising from any action of its respective employees or agents in the performance of this Agreement or of any warranty, representation or covenant contained in this Agreement. The Indemnified Party shall promptly inform the indemnifying Party in writing of any such claim, demand or suit and shall fully cooperate in the defense thereof. The Indemnified Party will not agree to the settlement of any such claim, demand or suit prior to the final judgment thereon without the consent of the indemnifying Party, whose consent will not be unreasonably withheld. The indemnified party shall not by any act or omission admit liability or otherwise prejudice or jeopardize the indemnifying party's actual or potential defense to any claim. The said indemnity is subject to the indemnified party's duty to mitigate all of its said costs, expenses, damages or liabilities.

**Company**

**OSU Institute of Technology**

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Print Name

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Print Name

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Sign Name

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Sign Name

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Date