

## **CDIC Recruiting Policy and Employer Agreement 2023-2024**

The Assumption University (the “University”) Career Development & Internship Center (“CDIC”) builds and maintains relationships with employers to connect students to internship and full-time job opportunities. Employers who recruit at Assumption University through various means, including but not limited to posting opportunities on Handshake and participating in career fairs and other on-campus recruitment events, hereby agree to the following policies:

### **A. Scope.**

1. This document constitutes the complete policy and agreement between the University and employers (the “Policy and Agreement”).
2. The Policy and Agreement applies to all University departments, the CDIC, and individuals involved in employer recruitment activities at the University.

### **B. Objectives.**

1. To provide a platform for students and alumni to access employment and internship opportunities, via on-campus events such as the On-Campus Recruiting Program (“OCR”) and the use of our online job board, which can be accessed through [Handshake](#).
2. To maintain a diverse and inclusive employer network that reflects the values and mission of the University.
3. To ensure fair and ethical recruitment practices by employers.
4. To establish guidelines for employer engagement and collaboration with the University and its students and alumni.

### **C. Employer Eligibility.**

1. Employers must comply with local, state, and federal laws, including but not limited to equal employment opportunity (“EEO”) and anti-discrimination laws.
2. Employers should have a legitimate business presence and offer reputable employment opportunities.
3. The University will not tolerate any form of discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or any other protected status.
4. The University reserves the right to decline or revoke employer access if they engage in unethical or discriminatory practices.

### **D. Employer Engagement.**

1. Employers seeking to recruit at the University must register with the CDIC or designated recruiting platform, such as Handshake.
2. Employers must provide accurate and comprehensive information about their organization, job opportunities, and requirements.
3. Employers must adhere to the policies and guidelines set forth by the University, including event registration and participation procedures.

4. Employers agree to post and promote only those opportunities that adhere the [University's mission](#). The University at its sole discretion will determine if a posting conflicts with its mission and reserves the right to reject any posting or opportunity on this basis.
5. Employers and their representatives agree to recruit for and post only those opportunities that require college-educated candidates.

E. Recruitment Events and Activities.

1. The University will organize career fairs, on-campus interviews, networking events, and other recruitment activities to facilitate employer-student interactions.
2. Employers must request and reserve space for on-campus events through the appropriate channels and adhere to event policies and guidelines.
3. The University encourages employers to offer a variety of opportunities that cater to different disciplines/majors and interests.

F. Internship and Job Postings.

1. Employers must provide accurate and detailed job descriptions for internships and job postings.
2. Job and internship postings must comply with the University's non-discrimination policy and EEO guidelines.
3. The University reserves the right to review and approve all job and internship postings before they are made available to students and alumni.

G. Timing of Offers.

1. Employers that participate in OCR must follow our guidelines regarding offers and acceptances:
  - a. Students who receive offers will be given two weeks to consider an offer.
  - b. Employers will communicate interview decisions to students within a reasonable timeframe.

H. National Association of Colleges and Employers ("NACE") Guidelines.

1. Employers must ensure that all posted job and internship opportunities meet the NACE [definition and guidelines for internships](#).
2. Employers and their representatives who recruit at the University must abide by the NACE [Principles for Ethical Professional Practice](#).

I. Prohibited and/or Restricted Conduct.

1. Employers may not require University students or alumni to pay a fee, purchase supplies, or invest money with Employer.
2. Employers may not solicit products/services at the University.
3. Third-party recruiters as defined by NACE's [Principles for Ethical Professional Practice](#) may not participate in career fairs, campus interviews or any other on-campus recruiting event.
4. Third-party recruiters will disclose the name of Employer they represent to the CDIC for each job posting submitted for approval. These recruiters will disclose

to students the names(s) of the client, or clients, that the third-party recruiter is representing and to whom the students' credentials will be disclosed.

5. The CDIC will not promote any events where alcohol is served, including but not limited to presentations, interview sessions, and employer sponsored events on and off campus.
6. Employers offering commission-only internship/job opportunities may not participate in OCR.
7. Employers offering door-to-door sales positions may not participate in OCR, on-campus recruiting events, or post opportunities on Handshake.

J. Prohibitions on Postings.

1. Embryonic Stem Cell Research.

- a. The CDIC will not promote opportunities that require students or alumni to directly engage with or endorse embryonic stem cell research, in accordance with the Catholic Church's stance on embryonic stem cells. The complete policy can be viewed [here](#).

2. Cannabis.

- a. The CDIC will not promote opportunities that require students or alumni to directly engage with or endorse the use or sale of cannabis products.
- b. This policy aligns with federal regulations that classify cannabis as a Schedule I controlled substance.
- c. The University acknowledges that state laws regarding cannabis may vary and respects the autonomy of states in shaping their legislation.
- d. The prohibition on accepting postings from the cannabis industry is consistent with the University's obligation to uphold federal laws and regulations.

K. Policy Review.

1. This Policy and Agreement will be reviewed periodically to ensure its effectiveness and alignment with the University's mission and objectives. Amendments may be made as necessary to address changing circumstances and evolving best practices.

L. Indemnification and Limitation of Liability.

1. To the fullest extent allowed by law, the Employer and the University (the "Parties") shall hold harmless and indemnify the other against any claims, lawsuits, damages, settlements, fines, expenses, and reasonable attorneys' fees incurred as a result of either party's negligence or intentional misconduct. Further, The University shall be indemnified by the Employer to the maximum extent permitted by law. The University shall have the right to indemnification, including reasonable attorneys' fees, for any action arising from allegations against the University if the University or its employees are named as a defendant, or called or identified as a witness or deponent, including a government investigation, and/or a right to coverage under applicable insurance policies. Notwithstanding the foregoing, this provision shall not apply to any adverse proceeding between the Parties. The provisions of this Section shall survive the termination and/or expiration of this Agreement.
2. Neither of the Parties shall be liable for any special, incidental, indirect or consequential damages or for lost profit or revenue in connection with performing

its or their duties and obligations under this Agreement. The provisions of this Section shall survive the termination and/or expiration of this Agreement.

**M. Additional Terms and Conditions.**

1. It is understood between the Parties that no fees or monetary payments of any kind shall be exchanged between the Employer, its agents and employees, and the University, its agents, employees, alumni, and students under the terms of this Agreement.
2. Any controversy between the University and the Employer involving the construction, application, or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from this Agreement, shall, on the written request of either of the Parties served on the other, be submitted to binding arbitration before a single arbitrator chosen jointly by the Parties. The Parties stipulate and agree that any arbitration shall be held in Worcester, Massachusetts, pursuant to the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (or any comparable rules then in existence) (the “Rules”). Pursuant to the Rules, discovery may include depositions, interrogatories and document production. In any controversy between the Parties involving the construction, application or enforcement of this Agreement, the arbitrator must base his or her decision upon the written contract and shall not have power to modify, add to, or ignore the terms of the Agreement. The written decision of the arbitrator shall be final and conclusive upon both Parties. Arbitrator compensation and administrative fees shall be paid equally by the Parties. The Parties agree to pay their own attorney’s fees.
3. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to Massachusetts’ conflicts of law rules.
4. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
5. Should any part or any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of an arbitrator or court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions hereof. The remaining parts or provisions shall remain in full force and effect. No waiver or failure to enforce any or all of rights under this Agreement by either of the Parties shall constitute a waiver of that party’s right to assert the same or other rights on that or any other occasion.
6. This Agreement, along with any included Schedules, Exhibits, and attachments, contains the entire agreement and understanding by and between the Parties with respect to the subject matter of this Agreement, and no prior representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. Upon the execution of this Agreement, all prior agreements between the Parties relating to any similar subject matter shall be null

and void and of no further force or effect. No change or modification shall be valid or binding unless the same is in writing and signed by both Parties. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the Party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or shall be deemed a valid waiver of such provision at any other time.