

SL Co-op Memorandum of Agreement

Introduction and Program Purpose

This document describes the understanding between University of Cincinnati (*UC*) and Galion City School a school with operations based in the State of Ohio, participating in the Service Learning Co-op Program as a potential employer of at least one UC student Apprentice (*the SL Co-op*). Together, UC and Employer constitute the Parties to this agreement (a *Party* or the *Parties*).

Parties understand *the Service Learning Co-op Program* to be a university-student collaboration offering University of Cincinnati undergraduate students an experiential learning opportunity focused in the not-for-profit sector. *The Service Learning Co-op Program* combines a paid work placement for students who have completed an academic component that provides deep, guided learning to help students frame their experiences in a global context and teach the necessary abilities to thrive in a competitive, innovation-based economy.

Scope

UC and *the Employer* agree to the following aspects of the student's *SL Co-op* placement to the extent allowed by law, policy or procedure. Agreement is contingent upon Department of Labor and other funding provided through state or national organizations.

UC agrees:

- To solicit applicants to the *SL Co-op* program from UC's undergraduate students from all majors and to select and present to *Employer* a set of qualified individuals (*the Applicants*), evaluated for academic excellence and evidence of initiative, leadership, and an innovative spirit.
- To advise each of the *Applicants* that *SL Co-op* participants shall abide by *University of Cincinnati's* Honor Code and Student Code of Conduct through all aspects of the program.
- To organize and operate a hiring process to allow *Applicants* to apply to *Employer* to *SL Co-op* opportunities identified with the *Employer*.
- To provide *Employer* with a local contact during the program to help with any human resource issues related to any student *SL Co-op*.
- To provide feedback to *Employer* at the conclusion of the program about the experience of any student *SL Co-op* in the *Employer's* company.

The Employer agrees:

- To provide information about *Employer's* company and the *SL Co-op* opportunities at *Employer's* company to *University of Cincinnati*, to be shared with *Applicants*. This will include providing the Employer's Tax ID.
- To provide University of Cincinnati with a W9
- To provide a detailed position description of the *SL Co-op* opportunity to the Division of Experience-Based Learning and Career Education.
- To provide an estimated wage assistance request to Division of Experience-Based Learning and Career Education.
- To make reasonable and diligent efforts to interview and/or otherwise evaluate the qualifications of the set of *Applicants* provided by *University of Cincinnati* prior to *Applicant* start date.
- To agree to hire up to one *SL Co-op(s)* identified by *Employer* from the list of *Applicants* provided.
- To provide a safe work environment for *SL Co-op(s)* that is free of harassment and discrimination.
- To identify a person within the company of the *Employer* to serve as the point of contact for *University of Cincinnati* related to the *SL Co-op(s)* placed with *Employer*.
- Provide the *SL Co-op(s)* and *SL Co-op* program with feedback on performance as requested.
- To raise with the local contact provided by *University of Cincinnati* any concerns relating to an *SL Co-op* or experience with *Employer*.

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Obligations

1. Nondisclosure. The Parties understand that during the course of the work period, the *SL Co-op(s)* may receive Sponsor's confidential or proprietary information ("Confidential Information"). *University of Cincinnati* understands that *Employer* may require *SL Co-op(s)* to sign a non-disclosure agreement in such cases.
2. Legal Compliance. *Parties* represent that in the performance of this Agreement, *Parties* and the *SL Co-op(s)* will comply with all applicable statutes, rules, regulations, and orders of the United States, and of any state or political subdivision thereof, including the Fair Labor Standard Act, minimum wage requirements, and other laws and regulations relating to labor, wages, hours, and other conditions of employment. *Employer* is an Equal Opportunity Employer. *Parties* agree to conduct their activities in accordance with all applicable Equal Employment Opportunity requirements, and UC will present candidates without regard to age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, or veteran status, or any other group protected by State or Federal employment law. *Parties* will comply with all relevant and applicable provisions of FLSA, the Americans with Disabilities Act (ADA), the Immigration Reform and Control act of 1986, employment laws relating to recruitment and pay, and United States and Ohio labor laws.
3. Governing Law. The rights and obligations of the *Parties* under this Agreement shall be construed and interpreted solely in accordance with the laws of the State of Ohio, without reference to its conflict of laws provisions.
4. Acts of God. Neither *Party* shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God; acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States; strikes, lockouts, or labor difficulties; or any other similar cause beyond that *Party's* reasonable control; and could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans or other means.
5. Assignment. Neither *Party* may assign this Agreement or any of the obligations to perform under this Agreement without the written consent of the other *Party*, which shall not be unreasonably withheld.
6. Termination. Either *Party* may terminate its participation in *SL Co-op Program* at any time, upon 14 days' prior written notice to the other *Party* at the following address:

If to University of Cincinnati:

If to Employer:

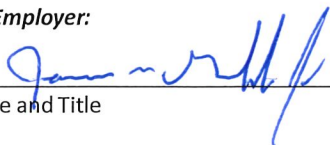
Galion City Schools
470 Portland Way North
Galion, Ohio 44833

7. Entire Agreement. This Agreement constitutes the entire understanding between the *Parties*, there being no representations, promises, warranties, covenants, or understandings other than those expressly set forth herein, and supersedes any and all prior understandings and agreements, whether oral or written. No modification or waiver of the terms of this Agreement shall be effective unless in writing and signed by both *Parties*.

Approvals

For Employer:

Name and Title

 Superintendent

Date

6-16-2020

For University of Cincinnati:

Name and Title

Date