

**RESOLUTION NO. 32-19**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER John Beals ON THE 20<sup>th</sup>  
DAY OF MAY, 2019.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
A MEMORANDUM OF UNDERSTANDING WITH SOUTHWESTERN  
OHIO COUNCIL FOR HIGHER EDUCATION (SOCHE) FOR  
PROVIDING A HIGH SCHOOL INTERN TO WORK FOR THE CITY AS  
AN INDEPENDENT CONTRACTOR.**

**WHEREAS**, the Southwestern Ohio Council for Higher Education (SOCHE) was founded in 1967 by local colleges and universities to advance higher education through active collaboration; and

**WHEREAS**, SOCHE has been providing high-impact experiential learning internships for college and university students in southwestern Ohio for more than 37 years; and

**WHEREAS**, the City of Centerville agreed to participate in SOCHE's projects by reviewing intern applications and possibly taking on an intern; and

**WHEREAS**, SOCHE has identified an intern to be placed with the City; and

**WHEREAS**, the City desires to hire the intern as an independent contractor pursuant to the terms of a Memorandum of Understanding (MOU); and


**WHEREAS**, it is in the best interests of the City to enter into the MOU with SOCHE.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE  
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**


Section 1. The City hereby agrees to enter into an Memorandum of Understanding with the Southwestern Ohio Council for Higher Education (SOCHE) and the City Manager is hereby authorized to execute the MOU with SOCHE in a form substantially similar to the MOU attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 20<sup>th</sup> day of May, 2019.

  
\_\_\_\_\_  
Mayor of the City of  
Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 32-19, passed by the Council of the City of Centerville, Ohio on the 20<sup>th</sup> day of May, 2019.

  
\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney



Southwestern Ohio Council for Higher Education

**Memorandum of Understanding Between  
City of Centerville  
and  
Southwestern Ohio Council for Higher Education**

This Memorandum of Understanding ("MOU") is entered into by and among the Southwestern Ohio Council for Higher Education ("SOCHE") and City of Centerville, an Ohio municipal corporation (Centerville), effective as of the \_\_\_ day of \_\_\_\_\_, 2019.

Whereas, Centerville desires to advance its mission, vision and values and workforce succession planning through the employment of talented secondary and/or post-secondary college and university students within its workforce; and

Whereas, internships have proven to be a powerful tool for advancing the education, employment, and engagement of young professionals in southwestern Ohio; and

Whereas, the Southwestern Ohio Council for Higher Education (henceforth SOCHE) was founded in 1967 by local colleges and universities to advance higher education through active collaboration; and

Whereas, SOCHE has been providing high-impact experiential learning internships for college and university students in southwestern Ohio for more than 37 years; and

Whereas, SOCHE promotes an active outdoor lifestyle to attract and retain students in southwestern Ohio; and

Whereas, Centerville and SOCHE acknowledge a significant correlation in goals and geography; and

Whereas, Centerville and SOCHE desire to cooperate for the mutual benefit of each organization;

Therefore, Centerville and SOCHE agree to work together for the mutual benefit of both organizations over a 12-month period following the execution of this MOU as follows:

Centerville recognizes and promotes SOCHEIntern and/or SOCHEEngage as a primary provider of students for the City of Centerville Internship Program.

Centerville hereby designates Mariah Vogelgesang as the single point-of-contact (POC) for implementation of this MOU.

Centerville agrees to identify internship opportunities and to provide related job descriptions to SOCHE.

Air Force Institute of Technology  
Antioch College  
Antioch University Midwest  
Cedarville University  
Central Michigan University  
Central State University

Cincinnati State  
Clark State Community College  
Edison Community College  
Kettering College  
The Kettering Foundation  
Miami University Regionals

Ohio University  
Sinclair Community College  
Southern State Community College  
Union Institute & University  
University of Cincinnati  
University of Dayton

Urbana University  
Wilberforce University  
Wilmington College  
Wittenberg University  
Wright State University

www.soche.org

SOCHE hereby designates Patty Buddelmeyer, VP Development for SOCHEIntern (college and university students) and SOCHEEngage (high school interns), as the SOCHE POC for implementation of this MOU.

SOCHE agrees to recruit students from its member organizations and regional education partners, provide candidate information to the Centerville POC, and hire students as SOCHE Interns at the direction of the Centerville POC.

SOCHE agrees to compensate students bi-monthly for work-hours performed at competitive wage rates set by SOCHE after review of regional wage rate data obtained from the National Association of Colleges and Employers.

Centerville agrees to compensate SOCHE on a monthly basis for intern wages, paid to Centerville hosted SOCHE Interns, plus 34 percent, subject to monthly invoicing of Centerville by SOCHE. Centerville agrees to the below student wages with the 34 percent overhead.

Year	Major	Student Hourly Rate	Hourly Rate with Overhead
High School	All	\$8.55	\$11.46
Sophomore	STEM*	\$14.25	\$19.10
	Non-STEM	\$10.00	\$13.40
Junior	STEM*	\$16.00	\$21.44
	Non-STEM	\$11.20	\$15.01
Senior	STEM*	\$17.70	\$23.72
	Non-STEM	\$12.40	\$16.62
Masters	STEM*	\$21.75	\$29.15
	Non-STEM	\$15.20	\$20.37
Ph.D.	STEM*	\$26.25	\$35.18
	Non-STEM	\$18.35	\$24.59
Post Doc	STEM*	\$28.85	\$38.66
	Non-STEM	\$20.20	\$27.07

Centerville and SOCHE agree that pursuant to this MOU, all individuals hired by SOCHE who perform work for Centerville are independent contractors and not employees of Centerville. As such, Centerville is not responsible for the payment of applicable taxes including, but not limited to, applicable income taxes, self-employment tax, Medicare tax, worker’s compensation, and unemployment compensation.

Air Force Institute of Technology  
 Antioch College  
 Antioch University Midwest  
 Cedarville University  
 Central Michigan University  
 Central State University

Cincinnati State  
 Clark State Community College  
 Edison Community College  
 Kettering College  
 The Kettering Foundation  
 Miami University Regionals

Ohio University  
 Sinclair Community College  
 Southern State Community College  
 Union Institute & University  
 University of Cincinnati  
 University of Dayton

Urbana University  
 Wilberforce University  
 Wilmington College  
 Wittenberg University  
 Wright State University



Southwestern Ohio Council for Higher Education

www.soche.org

Centerville and SOCHE agree that this MOU is, and is intended to be, a "personal service contract" as provided in Ohio Revised Code Section 145.012 and as interpreted in Ohio Administrative Code Section 145-1-42 (A)(3). Centerville and SOCHE further agree that since this is a personal service contract, no Public Employees Retirement System deductions will be made from compensation paid to SOCHE for intern wages, nor paid to the Public Employees Retirement System of Ohio, in accordance with Ohio Administrative Code Section 145-1-42(B)(2).

SOCHE and Centerville agree to cooperate in the execution of events exposing local interns to the recreational, cultural, artistic, and housing assets of the Dayton region. Furthering regional attraction and recruitment strategies, parties will seek opportunities to introduce students to community leaders.

Should formal cooperation ensue, any legal, financial or other expectations beyond those contained herein and intended to be binding will be described and agreed to in writing and be available to the oversight board of each organization.

Either party may terminate this MOU at any time by providing the other party thirty (30) days prior written notice.

**SOCHE**

By: \_\_\_\_\_  
Cassie Barlow, President Date

**CITY OF CENTERVILLE**

By: \_\_\_\_\_  
Wayne Davis, City Manager Date

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Scott A. Liberman, Law Director Date

Air Force Institute of Technology  
Antioch College  
Antioch University Midwest  
Cedarville University  
Central Michigan University  
Central State University

Cincinnati State  
Clark State Community College  
Edison Community College  
Kettering College  
The Kettering Foundation  
Miami University Regionals

Ohio University  
Sinclair Community College  
Southern State Community College  
Union Institute & University  
University of Cincinnati  
University of Dayton

Urbana University  
Wilberforce University  
Wilmington College  
Wittenberg University  
Wright State University

**CERTIFICATE OF FUNDS AVAILABILITY  
BY MUNICIPALITY FISCAL OFFICER**

I, Tyler Roark, Finance Director of the City of Centerville, hereby certify that the funds required to meet the obligations of the City of Centerville under the foregoing MOU have been appropriated lawfully for that purpose, and are in the Treasury of the City of Centerville or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances to the extent necessary to meet the obligations of this MOU maturing in the first or current fiscal year thereof. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Finance Director  
City of Centerville, Ohio