

Memorandum of Understanding for the Off-Campus Educational Housing Forum

This agreement is made the is ____ day of _____ between the City of Stevens Point Community Development Department (City) and the University of Wisconsin Stevens Point Student Government Association (SGA).

In the spirit of mutual interest and cooperation, based on the history of educational events held for the benefit of students considering moving off campus, which began at the request of SGA governance in 2017. During and over that time, the city has provided poster design and printing, including presentation development, materials, and relevant speakers. SGA has historically reserved an on-campus meeting space, distributed posters, provided social media and email support for the event including attendance logs for SBE Pro Event credits. Since the beginning of these educational events, there has been a significant reduction in fines and citations issued to students who live in off-campus rental housing.

The purpose of entering into this Memorandum of Understanding (MoU) between the parties is to memorialize these tasks given the regular turnover in SGA elected officials as students graduate, for the benefit of both parties aiding in this regular transition, in the interest of students and the greater community surrounding campus. In order to promote this joint educational collaboration and facilitate the seamless transition between school years the parties agree as follows:

ARTICLE 1: SCOPE OF COLLABORATION

1.1 Areas of collaboration to be provided by either entity and including relevant tasks, typically at least once a year usually in early October after the housing fair and as agreed to by the parties for a spring event, if it occurs which is typically around early March, at in conjunction with each corresponding housing fair(s), as follows:

a) City Tasks

- i) Develop digital and hard copy event poster artwork
- ii) Print hard-copy posters and provide digital media for E-notification and promotion.
- iii) Develop digital and print curriculum for in-person event
- iv) Register the event for SBE Pro credit eligibility with the School of Business
- v) Provide relevant staff for the in-person event
- vi) Meetings before or after the events, as needed

b) SGA Tasks

- i) Reserve on-campus meeting space for at least 50 students
- ii) Provide social media support for the event through all available SGA outlets
- iii) Hang posters provided by the City in common areas and dorms two weeks prior to the event
- iv) Send a minimum of one student body-wide email, the day before the event, including the provided digital event poster image embedded within
- v) If so approved by the SBE Smiley Professional Events staff as a qualifying credit event, SGA shall be responsible for signing, or swipe, in all students who attend the event and then providing a spreadsheet with student names and ID within 3 days to SBE Smiley Pro Events Staff.
- vi) Meetings before or after the events, as needed.

1.2 The parties agree to work together and cooperatively understand the above tasks may not be all-inclusive to help the event be a continued on-going success. Any other specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each entity's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget (if any), and responsible departments or individuals.

1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

ARTICLE 2: DURATION AND EVALUATION

2.1 This MOU shall be in effect for a period of three (3) years from the last date of signature. Either party may request termination of this agreement, in writing, during the duration of the MOU's standing along as both parties agree in writing. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional three (3) year period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

ARTICLE 4: COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

ARTICLE 5: FORCE MAJEURE

In the event the parties are unable to complete the Program due to causes beyond their control including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; other catastrophes or any similar occurrences beyond either parties reasonable control, the parties will work together in finding alternatives to complete the Program.

ARTICLE 6: INDEPENDENT CONTRACTORS

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

ARTICLE 7: SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

ARTICLE 8: ASSIGNMENT

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

ARTICLE 9: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

Benjamin Koenig

President of the Student Body

University of Wisconsin Stevens Point

Mark Kordus

Neighborhood Improvement Coordinator

City of Stevens Point

Matthew Rogers

Speaker of the Senate

University of Wisconsin Stevens Point

Jean Xiong

Student Life Affairs Director

University of Wisconsin Stevens Point