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LEGAL EXPERTISE FOR THE BUSINESS COMMUNITY

JUNE 23 - 29, 2023

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## BENEFITS OF STUDENT INTERNS FOR BUSINESSES (PART 2)

### High School Student-Learner Internship Program

For businesses interested in working with students over the age of 16 (and over the age of 18 for hazardous jobs), the student-learner internships program model is a great way for high school students to gain real-world experience in their chosen field of study. This type of internship provides students with the opportunity to work alongside professionals in their field, learn new skills, and make connections that can help them in their future careers. Many Ohio high schools encourage students to complete internships during their high school career to explore potential career paths and learn basic workplace skills. Students can also be recognized for their contributions to the workplace by earning the OhioMeansJobs-Readiness Seal on their high school diploma and transcript. This seal indicates they have the professional experience, work ethic and personal strengths that businesses need.

There are many amazing programs and



BY: LAUREN SABO

opportunities for both businesses and students across the state. The Ohio Department of Education also offers the High School Tech Internship program as an opportunity for employers in Ohio to host high school interns in teach-related roles and receive reimbursement for these interns. Businesses in the program hire interns to perform entry-level duties in technology-

focused roles such as software development, IT infrastructure, and cybersecurity, getting the much-needed tech talent they need, while students gain valuable work experience at an early age. Learn more at: <https://education.ohio.gov/Topics/Career-Tech/Work-Based-Learning/State-Supported-Internships/High-School-Tech-Internship>. The Ohio State University Glenn College of Public Affairs also offers a unique opportunity for high school students to gain first-hand experience in the public service sector, while earning college credit. Rising seniors can apply for the John Glenn High School Internship Program (HSIP). For Summer, Autumn, or Spring semesters at: <https://glenn.osu.edu/high-school-internship-program>.

### College or Graduate Credit Internships

Many college and graduate school programs offer credit to students for internships. Each institution or program will have specific criteria for students to earn credits during a semester or summer term and will likely require a signed agreement between the intern and the business as well as a progress report or evaluation of the student's performance. Some colleges or universities even offer stipends to pay students during their internship period or to pay for costs associated with a student's internship such as housing, food, transportation and even clothing or equipment to support the intern's success.

The benefits of hiring interns for businesses are numerous. If you're looking for ways to benefit your company, consider bringing on high school and college interns. They can be a valuable asset to your team and help you achieve your goals. As a business, you are helping students prepare for their future and teaching the next generation of workers. By following the tips below, you can help ensure that your internship program is a success for both you and your interns.

### Tips for businesses to keep in mind when hiring interns:

- Make sure the intern is a good fit for the business culture.
- Clearly define the role and responsibilities of the intern.
- Provide the intern with adequate training and supervision.
- Pay the intern at least the minimum wage and overtime pay, if applicable or ensure both the intern and employer clearly understand there is no expectation of compensation.
- Provide the intern with a safe and healthy work environment.
- Provide the intern with constructive feedback and opportunities to learn and grow.
- Have a written agreement with each intern keep accurate records of all hours worked.
- Be prepared to answer any questions that the intern may have about their rights and responsibilities. ■

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## TOP 5 DRAFTING ISSUES WITH EMPLOYEE SEPARATION AGREEMENTS

Of course the biggest issue in a severance agreement is: How much money? That's a negotiation, but not normally much of a drafting issue. In Letterman countdown fashion and from an employer's lawyer's standpoint, here are 5 common drafting questions:



BY: BILL NOLAN

5. What do we call it? I tend to start with "resignation agreement," though it is not normally really a resignation. I think it marginally decreases the negative emotions of getting fired and makes the employee more likely to sign. Some employees don't want it – either they think it affects their unemployment compensation (reasonable, though it probably won't if clearly in lieu of termination), or they are ticked off and think it's disingenuous (I get that). I rarely care – whatever the employee reasonably wants to call it, do that!

4. What if the employee asks not to contest unemployment? Employers generally should be okay with this – rarely are they going to fight unemployment while paying severance. State law does require the employer to respond to requests for information, so leave open the possibility that the employer may HAVE to provide truthful information. Generally we can get agreement on language that achieves everybody's goals.

3. Lump sum or salary continuation over a period of time? The key employer consideration here is that payments over a period of time incent the employee to comply with confidentiality, nondisparagement, or even noncompete provisions. If this is not a concern, most of the time I don't care.

2. "This release and/or confidentiality and/or nondisparagement language ... we want that to be mutual." I am usually mostly fine making these provisions mutual if the employee's lawyer asks. (Unrepresented employees virtually never ask.) Provided, however, that it is not simply a mirror image: A release of the employer includes language that likely does not apply to an employer releasing an employee, and the employer may want to carve out employee misconduct it has not discovered yet. With respect to confidentiality and nondisparagement, entities are different than people, so employers' counsel should tailor language accordingly. A receptionist telling the FedEx guy "yeah, Bill was a jerk" might actually violate a nondisparagement provision, so we don't want to put the employer in a position to inadvertently violate an overly broad provision.

1. There is a clear #1 right now. Earlier this year, the National Labor Relations Board has sent the message: nondisparagement and confidentiality provisions in separation agreements may interfere with employees' rights under Section 7 of the National Labor Relations Act to communicate with colleagues about the terms and conditions of employment.

This is an aggressive position; language that has largely not bothered employee-side lawyers for decades, the Board now says is unlawful. We shall see how this position fares in court. Employers' counsel take different views of how significantly employers need to revise their separation agreements; I tend to think minor surgery is usually sufficient.

Be ready to cover these issues, and "all" you'll usually have left are the dollars. ■

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