

OFF-CAMPUS INTERNSHIP PROGRAM PARTICIPATION AGREEMENT

This Off-Campus Internship Program Participation Agreement (“Agreement”) is entered into between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (“UWM”) and the City of Milwaukee, acting by and through its _____, (“City”), as of the date that it is fully executed below. This agreement shall be for the 2026-27 and 2027-28 academic years and will expire on June 1, 2028.

Whereas, The parties are interested in collaborating for the purpose of providing paid internship opportunities to UWM students eligible for the Panther Edge Internship Program (“Internship Program”).

Now, Therefore, the parties agree as follows:

UWM’S OBLIGATIONS

1. UWM shall establish eligibility requirements for participation in the Internship Program and shall determine whether students meet such eligibility requirements.
2. UWM will advertise internship opportunities available with the City to eligible students.
3. UWM will act as the fiscal and payroll agent under this Agreement— including issuing payroll checks on a biweekly basis and issuing wage and tax statements (IRS Form W-2) on an annual basis directly to the student. UWM will also conduct employment eligibility verifications (USCIS Form I-9), collect appropriate tax documentation including employee’s withholding certificate (IRS Form W-4), and conduct criminal background checks on the student consistent with UWM policy.
4. UWM will invoice City for any Participation Fees as described in paragraph 5 of CITY’S OBLIGATIONS.
5. UWM will pay participating students selected by the City \$15.50 per hour for up to 260 hours of internship activities, with no more than 130 hours worked each semester.

CITY’S OBLIGATIONS

1. City agrees to provide UWM with a listing of the available internship opportunities, including a description of the work to be performed by student(s), the average number of hours per week each student will work, and the location of the work. City agrees that work performed under this Agreement will not displace regular employees; fill jobs that are vacant because the City’s regular employees are on strike; and will not involve political activity or work for any political party.
2. City is responsible for determining the selection process for students and for any onboarding process or required training.
3. City will provide adequate supervision for the students. City agrees that it controls and directs the work of the student, not only as to the result to be accomplished, but also as to

how the result is to be accomplished. City also has the right to dismiss a student in its sole discretion but shall immediately inform UWM of any such dismissal.

4. City agrees that a direct supervisor will approve the student's timesheet on a bi-weekly basis. UWM is not responsible for approving time or verifying that time worked is correct.
5. City agrees to pay \$750 per semester for each position filled with the City ("Participation Fee"), and such payment must be made within 30 days of receipt of UWM's invoice.
6. City agrees that each internship is limited to 260 hours total, with no more than 130 hours worked in each semester. The City agrees to pay any participating student directly for any hours worked in excess of 130 hours each semester or after termination of this agreement.

MUTUAL OBLIGATIONS

1. Both parties agree not to discriminate in any activities under this Agreement based on race, color, religion, national origin, sex, sexual orientation, age, disability, or other bases prohibited by applicable nondiscrimination laws.
2. Neither this Agreement, nor any part hereof, shall be assignable or transferrable by either party.
3. This Agreement becomes effective upon full execution and shall remain in effect until June 1, 2028 unless terminated earlier. Either party may terminate this Agreement upon written notice to the other party. Any termination of this agreement shall not extinguish any liability of a party arising prior to the termination. The City shall be solely responsible for the payment of any wages owed to or due to the student which are incurred after termination of this Agreement.

MISCELLANEOUS

1. Each party shall be responsible for claims involving its own acts and omissions and those of its officers, employees, and agents, and for any resulting liability when those officers, employees and agents are acting within the scope of their employment. City agrees that City employees are responsible for directing and supervising UWM students when performing internship tasks at the City. No party shall be responsible for the acts or omissions of the other party or its officers, employees, or agents. The parties acknowledge that City and UWM are entitled to the protections, limitations, and immunities set forth in Wis. Stat. §§ 893.80 (as applicable to City), 893.82 (as applicable to UWM), and 895.46 (as applicable to both parties). Nothing in this Agreement shall be construed as a waiver of these statutory protections or the applicable limitations on damages available under Wisconsin law.
2. Any communication, notice, or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by a nationally recognized overnight courier service with proof of delivery, by registered or certified mail, postage prepaid and return receipt requested, or by email communication addressed as follows:

<u>UWM</u>	<u>CITY</u>
<u>Name:</u>	<u>Name:</u>
<u>Title:</u>	<u>Title:</u>
<u>Address:</u>	<u>Address:</u>
<u>Email:</u>	<u>Email:</u>
<u>Telephone:</u>	<u>Telephone:</u>

Any such communication, notice, or demand shall be deemed to have been duly given or served on the date personally served, if by personal service or email (provided that if email is received later than 5:00p.m. Central time, such notice will be deemed given on the following business day), or three (3) days after being placed in the U.S. Mail, if mailed.

Any party may change its address for notice by written notice given to the other in the manner provided in this Section.

3. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, jurisdiction and venue shall be in a Wisconsin court of competent jurisdiction. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.
4. Upon reasonable notice to UWM, City may audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement ("Documents") any time during normal business hours and as often as City may, in its sole discretion, deem necessary. Unless otherwise authorized by law, City may not access confidential student records, including those covered by the Family Educational Rights and Privacy Act (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA).
5. Both Parties recognize that students of UWM participating in internships pursuant to this Agreement are not employees of the City. As outlined in UWM's Obligations under this Agreement, UWM is the fiscal agent for student interns. UWM and UWM's officers, employees, agents, or students are not entitled to any fringe benefits or any other benefits to which City's employees are entitled to or are receiving. Personal income tax payments, social security contributions, and all other governmental reporting and contributions required as a consequence of UWM receiving payment under this Agreement shall be the sole responsibility of UWM. City and UWM form no joint venture or partnership under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Board of Regents of the University of
Wisconsin System on behalf of the
University of Wisconsin-Milwaukee**

By: _____
Tina Freiburger
Interim Provost and Vice Chancellor for Academic Affairs

Date: _____

City of Milwaukee

By: _____
Printed Name: _____
Title: _____

Date: _____

COUNTERSIGNED:

By: _____
Printed Name: Bill Christianson
Comptroller

Date: _____

Approved as to form and execution:

By: _____
Assistant City Attorney

Date: _____

2025-002183