

Internship Site Agreement
Marquette University College of Arts and Sciences Internship Office

Corporate Address: **City of Milwaukee – City Clerk and Common Council**
 200 East Wells Street, Room 205
 Milwaukee, Wisconsin 53202

This Agreement is made by and between **Marquette University**, located in **Milwaukee, Wisconsin** (hereinafter referred to as the "School"), and the **City of Milwaukee** located in **Milwaukee, Wisconsin** (hereinafter referred to as the "Facility"). The purpose of this Agreement is to provide practical learning and professional experiences for Marquette students in the Klinger College of Arts and Sciences (hereinafter referred to as the "College") and to establish and operate an internship relationship with the Facility.

General

1. This Agreement is for a term of one-year beginning on January 1, 2018 and ending on December 31, 2018 and shall be automatically renewed for subsequent one-year terms unless terminated by either party upon thirty (30) days prior written notice to the other party. Notwithstanding any such termination, any student already enrolled and participating in the internship shall have the right to fully complete the placement at the Facility unless cancellation of placement occurs pursuant to the terms contained in section 3, herein. The specific dates for the placement of each student in the internship will be mutually agreed upon in writing by the College and the Facility.
2. The number of students eligible to participate at the internship site will be mutually determined by agreement of the parties and may be altered by mutual agreement.
3. Notwithstanding any other term of this Agreement the Facility may immediately cancel, by notice in writing to the College, the internship placement of any student who violates any terms of this Agreement, fails to meet the requirements set forth by the Facility, violates the policies of the Facility, or whose performance is otherwise unsatisfactory. The Facility will provide the student and the College with a written justification for any such cancellation. When possible, the Facility shall take reasonable steps to consult with the College prior to the cancellation of a student from the program.
4. The parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Both parties agree not to discriminate against Students on the basis of race, national origin, sex, age, creed, handicap, or veteran status. Additionally, School agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including

apprenticeship. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this License Agreement. The City and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. D&R agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.

5. This Agreement is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.
6. Nothing in this Agreement shall be construed to constitute the parties hereto as employer or employee, partners, joint venturers or as agents of one another or as authorizing either party to obligate the other in any manner. Students shall not be employees of the City of Milwaukee or MHD and shall not be entitled to any benefits that the City of Milwaukee provides to its employees. Further, Students shall not be employees of School or College. *Note: Students receiving compensation for their internship through grants administered by the University should contact Student Employment Services for questions relating to benefits.*
7. The Facility shall forward a list of requirements, including immunizations, special training, background checks and any other requirements, as well as any applicable deadlines, to the College. The College will inform the students of the Facility's requirements and instruct the students to send information indicating completion dates of those requirements to the Facility. Each student will be responsible for providing accurate and timely documentation of the completion of all requirements to the Facility.
8. School shall, at its expense, obtain and maintain in place during the entire term, insurance as described in strict compliance with Exhibit C attached hereto, and shall cause the City of Milwaukee to be added as an additional insured on such insurance policy(ies). School shall provide to the City with a Certificate of Insurance with the City of Milwaukee named as an additional insured prior to commencement of the term.
9. Notwithstanding any references to the contrary in this Agreement, School assumes full liability for all of its acts and the acts of its Students in the performance of this Agreement. School will save and indemnify and keep harmless the Facility against all liabilities, judgments, attorneys fees, costs, and expenses which may be claimed against the Facility in consequence of the granting of this Agreement to School, or which may result from the carelessness or neglect of School, its students, faculty, employees, officers, directors, volunteers, agents, contractors, subcontractor's or invitees. Facility shall have the right to tender the defense of any claim or action at law or in equity to School or School's insurer, and upon such tender it shall be the duty of School or School's insurer to defend such claim or action without cost or expense to the Facility or either of its officers, agents, or employees.
10. This agreement may be revised or modified only by written amendment signed by both parties.

11. This document shall be construed in accordance with the laws of the State of Wisconsin. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining portions shall not be affected thereby.
12. **Conflict of Interest.** No officer, employee, or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City of Milwaukee and no other public official the City of Milwaukee who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement. School covenants that is presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations hereunder. School further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of School or its employee must be disclosed to the City of Milwaukee.
13. Students may not be placed in any internships, pursuant to this Agreement, which require or allow the student(s) to have access to protected health care information, participate in medical practice, or have access to medical patients or records protected by HIPAA or Wisconsin state medical privacy laws, including but not limited to Wis. Stats. § 51.30 and § 146.82, Wis. Admin. Code Ch. DHS 92, and any other associated regulations. Students may not be placed within the Milwaukee Health Department.
14. **Number of Placements.** The parties will mutually decide upon an appropriate number of student interns to be assigned to Facility; provided, that Facility shall have the sole discretion to determine its capacity to accept student interns.
15. Student interns may not drive either personal or Facility vehicles as part of their internship. College shall inform student interns of this requirement.

Responsibilities of the College and School

15. **Accreditation and Licensure.** If applicable, School and College shall maintain at all times during the term of this Agreement: (i) all necessary licensures and approvals from the State of Wisconsin; and (ii) accreditation from the appropriate accrediting organization, unless such College's internship program does not require specific accreditation. School shall immediately notify Facility of any change in its accreditation or licensure status.
16. **Assign Students to Facility.** College agrees to recommend for placement at Facility only those students who are qualified pursuant to the requirements established by the School, appropriate regulatory state and federal agencies, and the Facility, and who maintain current licensure in Wisconsin if such licensing is required by law.
17. **Public Records.** Both Parties understand that the Facility is bound by the Wisconsin Public

Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. sec. School acknowledges that it is obligated to assist the Facility in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by School and College under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement, and that the School must defend and hold the Facility harmless from liability due to School's or College's fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years.

18. School shall require students to carry their own health insurance. The College shall inform participating students that they may need to provide specific medical and immunization documentation required by the Facility.
19. Facility shall not be responsible for obtaining permission from the College before granting student intern's requests for leave. Student interns and the College shall arrange such permissions between themselves, in consultation with the Facility. College shall convey agreed upon requests for leave to the Facility, and shall, where possible, provide at least two weeks advance notice.
20. The College shall designate in writing a faculty member to coordinate with a designee of the Facility for each student assigned to the Facility.
21. The College shall notify each student that he/she is responsible for:
 - a. following the administrative policies, standards, and practices of the Facility;
 - b. providing his/her own transportation and living arrangements when not furnished by the Facility;
 - c. reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility;
 - d. maintaining his/her own health records, and providing his/her own health insurance coverage and documentation as required by the Facility;
 - e. conforming to the standards and practices established by the College while training in the Facility; and
 - f. maintaining confidentiality of information relating to the Facility's clients.


Responsibilities of the Facility

22. The Facility recognizes the educational importance of an internship position and agrees to provide the intern with the practical and supervised work experience that allows them to engage their academic learning in a professional setting.

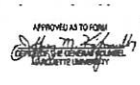
23. If the Facility is a for-profit organization, the Facility agrees that the financial benefit of a student intern's work at its organization will be negated by the financial commitment of the for-profit organization in terms of orientation services, necessary training, and continuing mentorship responsibilities on behalf of the student intern.
24. If requested, the Facility shall maintain complete records and reports on each student's performance, providing evaluations to the College on forms provided by the College.
25. The Facility shall, on reasonable request, permit the inspection of its facilities, services available for, student records and such other items pertaining to the internship placement as may be relevant, by representatives of the College or agencies, or both, charged with responsibility for approval of the facilities or accreditation of the curriculum.
26. The Facility shall designate in writing to the College the name of the person responsible for the supervising the intern(s) in the department(s) in which College places students. The Facility agrees to notify the College in writing of any change or proposed change in its designation of the person responsible for the internship(s), or of any other staff which may affect the internship.
27. The Facility shall have primary responsibility for ensuring the student's compliance with his/her responsibilities as set forth in subparagraphs a, c, d, and f of paragraph 21 of the Agreement. The College agrees to assist the Facility in obtaining the student's compliance in the event that it is requested.
28. Facility shall, at the commencement of a student's placement, provide the student a thorough orientation as to the Facility's administrative policies, standards and practice relevant to the internship placement.
29. In the event a student intern is absent more than three (3) days during the internship, the student intern must promptly arrange to make up the lost time or shall inform the College of his/her inability to make such arrangements. Facility shall not be responsible for the student intern's attendance.

Signatures on next page

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

by: 
Richard A. Holz, Ph.D.
Dean, Klingler College of Arts & Sciences
Marquette University

2/21/2018
Date



Digitally signed by
Jeff Kipfmuller
Date: 2018.02.19
14:40:22 -06'00'

by: _____

Date

Name (Print) _____

Title _____
Marquette University

by: _____
Facility Authorized Signature

Date

Name (Print) _____

Title _____

Reference Common Council File No. _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Assistant City Attorney Andrea Fowler

Date: _____