

**COOPERATIVE AGREEMENT
BETWEEN
THE COLLEGE OF MENOMINEE NATION
AND
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES
FOR
THE CONDUCT OF A CLINICAL EDUCATION**

This Cooperative Agreement ("Agreement") is made and entered into between the College of Menominee Nation ("Partner") and the Wisconsin Department of Natural Resources "Department"). In consideration of the mutual benefits to the respective parties, the Partner and Department agrees to the terms set forth below.

I. Purpose of Agreement

The Department works cooperatively with interested universities and colleges (Schools) to advertise and recruit student interns (Interns) for summer placements (Internships). Students selected for Internships gain experience relevant to their studies while assisting with publicly-beneficial natural resources projects. This Agreement establishes a partnership between the Department and the Partner to facilitate the recruitment and potential placement of students from the Partner.

II. Recruitment of Interns

- A. *Nature of Partnership.* This Agreement establishes a non-exclusive partnership between the Department and the Partner (collectively, Parties). The Department reserves the right to enter into similar partnerships with other Schools. A School's participation in Internship recruitment does not guarantee a student of such School will be placed in an Internship.
- B. *Academic Content.* The Parties shall annually discuss whether Internship recruitment will be limited to students of specific departments, schools, colleges or courses (collectively, Programs), and if so, the academic content thereof. The Department reserves the right to accept or reject any Program for purposes of Internship recruitment.
- C. *Party Contacts.* For each Internship, the Parties shall determine designated contact persons who shall be responsible for facilitating this Agreement and the exchange of any information which may be necessary.
- D. *Availability of Positions.* The Department shall annually notify the Partner of the Internships which are available for recruitment and shall provide a position description for each Internship which includes any eligibility requirements. After reviewing such position description(s), the Partner shall notify the Department of the specific Internships for which the Partner will proceed with recruitment.
- E. *Recruitment.* The Partner shall advertise each Internship according to the timeline and at an hourly rate mutually agreed to by the Parties. The Partner shall utilize the position description provided by the Department but may supplement the position description with any additional terms and information which are required for purposes of employment by the Partner. The

Parties shall mutually determine the contact to whom applications are to be submitted and shall exchange such applications as needed for purposes of this Agreement.

- F. *Selection of Interns.* For each Internship, the Department will collectively review all applications received from those Schools which participated in a recruitment and shall notify such Schools of the results. The Department shall secure the Partner's consent prior to extending an Internship offer to a student of the Partner, if such consent is required by the Partner. Such an offer shall be deemed an offer of employment by the Partner and shall obligate the Partner to the wages and terms included in the Partner's recruitment.
- G. *Reimbursement.* The Partner shall be responsible for paying each Intern wages according to the Partner's term of employment. Following the end of each Internship but no later of December 31 of the same year, the Partner shall provide the Department with an invoice for those Intern wages which the Parties have mutually agreed are reimbursable by the Department. The Department shall pay the invoice in accordance with Department procedures.

III. Internship Operations

- A. *Status of Interns.* Interns are considered volunteers (not employees) of the Department and are not eligible for any benefits from the Department, including Worker's Compensation. The Department will regard each Intern as an agent of the State as provided in s. 895.46, Wis. Stats. As an agent of the State, each Intern will be entitled to all the protections provided by s. 895.46, Wis. Stats. Interns may be required by the Department to sign a volunteer agreement.
- B. *Responsibilities & Supervision of Interns.* The Department shall provide each Intern with a position description describing duties to be performed in the Internship. In the performance of such duties, Interns will be under the supervision, direction and control of the Department supervisor noted in the position description. An Intern's School may appoint a supervisor or other contact of its own for the purposes of employment and may require an Intern to perform additional duties as a condition of employment or academic credit.
- C. *Responsibilities of the Department to Interns.* The Department shall provide each Intern with trainings, office space, supplies and equipment required to perform Internship duties. The Department shall educate each Intern on safety awareness and requirements in the workplace and provide necessary safety and personally protective equipment related items.
- D. *Intern Performance.* The Department will periodically review the work performance of each Intern and advise an Intern's School of such performance. The Department and the applicable School shall consult with one another prior to undertaking any disciplinary or termination action toward an Intern.

IV. General Terms

- A. *Term of Agreement.* This Agreement shall be for a term of one year, commencing at the time of the signature below. This Agreement may be renewed upon mutual written agreement of both Parties, for a length of time to be mutually determined.
- B. *Availability of Funds.* This Agreement is subject to the availability of funds. Funding availability shall be confirmed prior to conducting Internship recruitment.

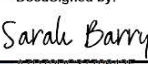
- C. *Modification.* This Agreement may be modified in writing upon written agreement of both Parties.
- D. *Termination.* This Agreement may be terminated solely by written notice given 90 days in advance, by either Party to the designated agent of the other.
- E. *Legal Compliance.* The Parties shall comply, to the extent required by law, with all tribal, federal, State, or local laws or regulations.
- F. *Nondiscrimination.* Except as otherwise authorized by law, the Parties shall not discriminate against students based on the students' race, color, creed, religion, sex, national origin, disability, ancestry, age, sexual orientation, pregnancy, marital status or parental status.
- G. *Liability.* Except as provided in Section III.A. of this Agreement, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, representatives and agents and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense.
- H. *Waivers; Rights.* By executing this Agreement, neither Party waives any constitutional, statutory, or common law defenses, nor shall the provisions of the Agreement create any rights in any third party. Nothing in this Agreement shall be construed as grant or waiver of jurisdiction by either of the Parties. This Agreement is not intended to alter the existing authority, rights or claim of any Party. No Party concedes or agrees to any jurisdiction or authority of any other Party that would not otherwise exist. Acceptance or signing of this Agreement shall not in any respect constitute a determination as to the merits of any allegation or contention whether legal or factual by either Party in any proceeding now or in the future. A Party's agreement to this Agreement does not constitute waiver of its sovereign immunity.

V. Signatures

 4/17/2022
 Christopher Caldwell, President College of Menominee Nation

 4/17/2022
 Geradline Sanapaw, Interim Chief Academic Officer

STATE OF WISCONSIN
 DEPARTMENT OF NATURAL RESOURCES

DocuSigned by:


 Preston D. Cole
 Secretary
 Wisconsin Department of Natural Resources

Date: 4/29/2022 | 2:57 PM CDT

for