

(Attachment 1) Action on a Request for Waiver of Administrative Policy 5.02(4) and for Authorization to Enter into a Right of Entry for Use of a Welding Lab at North Division High School by Milwaukee Area Technical College

RIGHT OF ENTRY

MILWAUKEE AREA TECHNICAL COLLEGE

AT

NORTH DIVISION HIGH SCHOOL

RIGHT OF ENTRY

Milwaukee Area Technical College – North Division High School

RIGHT OF ENTRY AGREEMENT (the “Agreement”) made as of December 1, 2016 by and between the Milwaukee Board of School Directors, a school district organized under Chapter 119 of the Wisconsin Statutes (“MPS”) and the Milwaukee Area Technical College (“MATC”);

WHEREAS, MPS has jurisdiction over the premises described on **Exhibit “A”** (the “Site”);

WHEREAS, the Site consists of a vocational facility made up of a welding lab, together with the non-exclusive use of certain hallways, restrooms and parking space;

WHEREAS, MATC is in need of temporary space to provide its students with shop training and classroom instruction (“Technical School Activities”); and

WHEREAS, MATC has requested and MPS has agreed to make the Site available to MATC in order to meet MATC’s need for temporary space;

NOW, THEREFORE, In consideration of the premises and the mutual obligations of the parties hereto, MPS and MATC hereby covenant and agree as follows:

(1) MPS hereby grants to MATC, its employees, officers, agents, contractors, volunteers, invitees, and students, permission to enter upon the Site, for the purpose of using the Site for Technical School Activities.

(2) The term of this Agreement shall commence as of December 1, 2016 and terminate upon July 31, 2019, or earlier upon written agreement of the parties. The indemnification and defense of suits provisions of this Agreement shall survive termination.

(3) MATC shall pay to MPS the sum of \$0.00 per month during the term of this Agreement. By entering into this Agreement, MPS is waiving Administrative Policy 5.02(4). In consideration of the same, MATC agrees to offer welding classes to MPS students every spring semester throughout the term of this Agreement. Specifics of such classes will be arranged between the parties.

(4) MPS and MATC will each designate an employee of their respective entities who will coordinate MATC's use of the labs and serve as liaisons between MATC and MPS regarding access issues, operational responsibilities, and other related logistical issues.

(5) MPS reserves the right to refuse educational access to the Site to any of MATC's employees, officers, agents, contractors, volunteers, invitees, or students who fails to meet MPS' safety, health, or ethics standards by engaging in conduct including, but not limited to: (i) possession of intoxicating liquor, weapons, or illegal substances, in any form on the Site; (ii) smoking on the premises; (iii) engaging in lewd conduct; or (iv) failing to abide by the School Safety Plan.

(6) During the term of the Agreement, MATC shall be responsible for the maintenance and upkeep of the Site and all MPS personal property at the Site. MATC shall use the Site in a clean, safe manner suitable to an educational environment and shall leave the Site as it was found, reasonable wear and tear accepted.

(7) MATC shall make no alteration to the Site. Any damage or vandalism that occurs to the Site during the term of the Agreement shall be presumed to be the result of actions of MATC, its employees, officers, agents, contractors, volunteers, invitees, or students, unless MATC can demonstrate otherwise. Using this presumption, MPS may, at the sole cost and expense of MATC, repair any damage or vandalism.

(8) MATC shall provide a safe working environment for all present during its use of the Site and shall ensure that the Site meets applicable workplace safety requirements, e.g. OSHA or other government requirements. MATC shall ensure that its employees, officers, agents, contractors, volunteers, invitees, or students follow proper safety practices and all material handling procedures are consistent with applicable laws, regulations, and ordinances.

All individuals to be served under this Agreement are students and are not employees of MATC and are therefore ineligible to receive wages, worker's compensation or unemployment compensation or any other benefit associated with employment by MATC, including but not limited to all rights and benefits conferred upon MATC employees governed by the various collective bargaining agreement between MATC and AFCSME Local 587.

(9) During the term of this Right of Entry, MATC shall maintain insurance pursuant to the requirements set forth on **Exhibit "B"**.

(10) MATC agrees to defend, indemnify, and hold harmless MPS, its agents, board members, employees, and officers from and against any and all claims, demands, action and causes of actions and resulting liability, loss, damages, costs and expenses, including attorneys' fees, arising out of or in any way related to or associated with or arising from the activities covered by this Right of Entry including but not limited to any wrongful, intentional, or negligent act or omission of MATC, its employees, officers, agents, students, contractors, and volunteers who participate in the activities covered by this Right of Entry.

To the extent permitted by law, including but not limited to Wis. Stat. §§ 893.80 & 895.46, MPS will indemnify MATC from claims by third parties resulting in liability, loss, damages, costs and expenses, caused by any wrongful, intentional, or negligent act or omission of MPS, its employees or officers arising out of activities covered by this Agreement.

The parties agree to promptly notify the other by phone and in writing as soon as reasonably practical of any incident which may result in action against the other under this Right of Entry.

(11) In the event any court action or administrative proceeding is brought against MPS or any of its officers, agents, or employees, for acts of MATC, its employees, officers, agents, contractors, volunteers, invitees, students, MPS shall tender its defense of any claim or action at law or equity to MATC or MATC's insurer, and upon such tender it shall be the duty of MATC or MATC's insurer to defend such claim or action without cost or expense to MPS, its officers, agents, or employees.

(12) Any notice required hereunder shall be in writing, forwarded to the parties at the following addresses, and deemed given on the earlier of the date received or two (2) business days after being deposited, postage prepaid, in the U.S. Mail:

To MPS:

Ms. Emily Van Deraa
Milwaukee Public Schools
Contract Law Coordinator
5225 West Vliet Street, Room 160
Milwaukee, WI 53208

To MATC:

Milwaukee Area Technical College
Attn: Dr. Vicki Martin, President
700 West State Street
Milwaukee, WI 53233

(13) MPS and MATC agree to comply with applicable federal, state, and local laws, regulations, and ordinances. MPS and MATC further agree not to discriminate unlawfully against any individual on the basis of race, creed, national origin, color, sex, religion, age, disability, sexual orientation, or any other legally protected basis.

(14) This Agreement shall be construed in accordance with the laws of the State of Wisconsin. If any term or provision of this Agreement shall be held illegal or unenforceable, the validity of the remaining portions shall not be affected thereby. The doctrine of construing contracts against the drafter shall not apply to this Agreement, as the parties hereto had the opportunity to review and negotiate this Agreement prior to entry.

(15) This Agreement may be signed in one or more counterparts each of which, when taken together, shall constitute one and the same document. Facsimile or PDF signatures shall be treated as originals.

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry to be executed by their duly authorized representatives as of the day and date set forth above.

**MILWAUKEE BOARD
OF SCHOOL DIRECTORS**

By: _____
Dr. Darienne Driver, Ed.D
Title: Superintendent of Schools

By: _____
Mark A. Sain
Title: President, Board of School Directors

**MILWAUKEE AREA TECHNICAL
COLLEGE**

By: _____
Dr. Mohammad Dakwar
Title: Provost

EXHIBIT A
Site Description

EXHIBIT B

Insurance Requirements

Worker's Compensation and Employers Liability

--Worker's Compensation	Statutory Limit
--Employers Liability	
Bodily Injury by Accident	\$ 100,000 each occurrence
Bodily Injury by Disease	\$ 500,000 each employee
	\$1,000,000 policy limit
--The Workers Compensation Policy shall be modified to include a Waiver of Subrogation Endorsement in Favor of MPS.	

Automobile Liability \$1,000,000 limit

Commercial General Liability

--Bodily Injury/Property Damage	\$1,000,000 per occurrence
--Fire Damage Legal Liability	\$1,000,000 each incident
--Medical Expense Limit – any one person	\$ 10,000

“The Milwaukee Board of School Directors” is to be named as an additional insured under MATC’s Commercial General Liability throughout the term of this Agreement and any subsequent renewals thereof. MPS has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. If you are a new vendor, or an existing vendor whose coverages are not up to date, EXIGIS will be contacting you to collect a current Certificate of Insurance clearly displaying the Milwaukee Board of School Directors as the certificate holder and an additional insured shall be submitted through the EXIGIS vendor portal. Failure to submit this information in a timely manner will hold up the contract approval process.

MATC agrees to be responsible for insurance covering MATC’s contents and improvements while on Site. MPS shall not be responsible for any damage, loss, vandalism, or theft of MATC’s improvements, equipment, supplies, materials, or personal property including personal property or belongings of its invitees. MPS shall not be responsible for MATC’s deductibles or other forms of retention.