

**MEMORANDUM OF UNDERSTANDING PERTAINING TO
2023 SWIM LESSON PROGRAM**
Between City of Madison Parks Division and
Madison Metropolitan School District, Madison School & Community Recreation

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) by and between the City of Madison Parks Division (“Parks”), a division of the City of Madison (the “City”), and Madison School & Community Recreation (“MSCR”), a department of the Madison Metropolitan School District (“MMSD”), is effective as of the date by which both parties have signed hereunder.

RECITALS

WHEREAS, on August 13, 2019, the City and MMSD entered into a Facility Use and Program Agreement for the 2019-2023 calendar years (the “Agreement”), which agreement authorized MMSD and MSCR’s use of certain City athletic fields, parks and facilities for recreational activities and other community programming; and,

WHEREAS, under Section 3.A(2) and Attachment A, Sec. 4, of the Agreement, the City and MMSD (the “Parties”) may agree to additional facility uses beyond those set forth in the Agreement, provided that any such agreements are in writing between the Superintendent of Parks and the Executive Director of MSCR; and,

WHEREAS, all interior high school pools within the MMSD system, where MSCR normally offers swim lessons and classes, will be closed through the Summer of 2023 for improvements, preventing MSCR from offering public swimming lessons and aquatic-related fitness programs during the period; and,

WHEREAS, the City owns, and Parks operates, the Goodman Community Pool, which facility is not currently covered by the Agreement; and,

WHEREAS, due to current national shortages of lifeguard and aquatic staff, concerns exist over Parks’ ability to administer, staff, and ultimately provide swim lessons and classes at Goodman Community Pool if offered in-house; and,

WHEREAS, MSCR desires to use the Goodman Community Pool during the Summer of 2023 to continue offering public swimming lessons and aquatic-related fitness programs, which Parks is supportive of as this will allow for the continuation of a successful pilot partnership to provide critical swim lesson and aquatic fitness programs for the community.

NOW, THEREFORE, pursuant to the authority provided under the Agreement and consistent with the shared interests of the Parties, the Parties agree as follows:

1. Authorization. MSCR is authorized to offer swimming lessons and aquatic fitness programs at the Goodman Community Pool for the Summer of 2023 under the parameters set forth in this MOU.

2. Schedule of Operations.

- a. Parks will establish a pool-use schedule that designates time and space for current user groups, including Opening Day Celebration, Goodman Waves practices and Meets, McFarland Sharks Swim Team, All City Aquatic Event, and Community Groups.
- b. Parties will determine a mutually agreeable schedule for pre-season training.
- c. Parties will work together to determine pool availability for MSCR lessons in a manner that does not impact existing user groups and optimizes open and lap swim times to the public.
- d. MSCR will develop lessons and programs in accordance with Red Cross Standards.

3. Public Communication Plan.

- a. Parties will work to develop consistent communication to the public, including a press release and MSCR Summer Program Guide.
- b. MSCR will publish a schedule for lessons.
- c. Parks will provide links on the Goodman Pool website directing interested customers to MSCR's registration process.

4. Responsibilities of MSCR

- a. Complete administration of lessons program, including publishing program availability, gathering registrations, communications with participants, evaluating progression to next level, and all other associated duties.
- b. All instructors will be employees of MSCR, and MSCR will be responsible for any compensation to these individuals as a result of their duties as swim instructors.
- c. Ensure all instructors have necessary certifications and training for conducting training per pertinent Red Cross, ATCP and any other requirements, including regular in-service training throughout the season.
- d. MSCR Staff will be trained on all safety procedures adopted by the Goodman Community Pool.
- e. MSCR will ensure participants are adhering to Goodman Pool Behavior Policies
- f. Perform any set-up, takedown or clean-up required for lessons.
- g. Notify Parks staff of any change in schedule and coordinate the release of lanes when they are no longer needed.

- h. Grant space in the MSCR Summer Program Guide for the Parks to advertise the Goodman Pool and Goodman Waves Swim and Dive Team at a value equivalent to the Parks' contribution to MSCR's fundraising events, not to exceed \$1,000.

5. Responsibilities of Parks.

- a. Scheduling of overall pool facility, including incorporating agreed upon schedule for MSCR programs.
- b. Maintain facility in safe and orderly condition in compliance with ATCP regulations.
- c. Establish staffing plan and provide lifeguard and other required staff to monitor water safety as required by ATCP standards.
- d. Monitor pool and weather conditions, and determine open/close requirements, and communicate any modifications to schedule to designated MSCR staff.
- e. Monitor and enforce Goodman Pool Behavior Policy for all patrons using the pool.

6. Evaluation of Program.

- a. By November 1, 2023, MSCR will provide a report to Parks that includes a description of programs provided, number of children and number of adults who participated, demographic information, scholarships provided, and if participants are MMSD residents or nonresidents, along with photos and comments from participants, if available. The report will include an evaluation of the program and any recommendations for the future.
- b. MSCR and Parks staff will evaluate the benefits and challenges and determine recommendations for continuing the partnership.

7. Fees Related to Program.

- a. MSCR will collect registration fees from participants
- b. MSCR will pay a pool rental fee of \$15,000 to the City of Madison.

8. Communications. Any notice or communication under this MOU shall be directed to the following individuals or their respective successors:

For Parks: Parks Superintendent
City of Madison
330 E. Lakeside Street
Madison WI 53715

For MMSD: MSCR Executive Director
Madison School &
Community Recreation
328 E. Lakeside Street
Madison, WI 53715

9. Applicability of Agreement. This MOU is entered into under the authority provided for by Section 3.A(2) and Attachment A, Sec. 4, of the Agreement. Upon execution hereof, the terms of the Agreement will extend to MSCR's use of the Goodman Community Pool.

10. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

11. Authority. The Parties represent that they have the authority to enter into this MOU.

FOR THE CITY OF MADISON PARKS DIVISION

Eric Knepp, Parks Superintendent

Date

FOR THE MADISON METROPOLITAN SCHOOL DISTRICT, MADISON SCHOOL & COMMUNITY RECREATION

Janet Dyer, MSCR Executive Director

Date