



**Parks, Recreation and Forestry
Department**

1900 Aviation Drive
Waukesha, Wisconsin 53188-3633

Ron Grall, Director
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Committee: Parks, Recreation and Forestry	Date: 3/25/2022
Common Council Item Number: ID#22-4032	Date: 4/19/200
Submitted By: Ron Grall, Director WPRF and Gala Evers, Recreation Programmer	City Administrator Approval: Kevin Lahner, City Administrator KL
Finance Department Review: Denise Vandebush-Kohlmann DVK Interim Finance Director	City Attorney's Office Review: Brian Running, City Attorney BR
Subject: Approval and authorization of contract between City of Waukesha Parks, Recreation & Forestry Department, and School District of Waukesha/ Cool School Before and Afterschool Programs 2022-2023 School Year.	

Details:

Waukesha Parks, Recreation & Forestry Department (WPRF) is working collaboratively with the School District of Waukesha to provide recreation before and afterschool programs to students at ten elementary locations. This contract was created to help define the partnership. This contract was reviewed by Julie Gay, Assistant City Attorney.

Options & Alternatives:

Staffs' recommendation is to continue to work cooperatively with the School District of Waukesha to meet the needs of working families in Waukesha.

Financial Remarks:
WPRF and the School District of Waukesha reciprocate use and no fees are assessed by either party.

Executive Recommendation:

Recommend approval of the contract between City of Waukesha and the School District of Waukesha and authorize the Mayor to enter this contract.

**AGREEMENT FOR COOL SCHOOL BEFORE AND AFTER SCHOOL PROGRAMS
LOCATED IN WAUKESHA SCHOOL DISTRICT ELEMENTARY SCHOOLS**

This Agreement is between the City of Waukesha, Department of Parks, Recreation and Forestry (City), and the School District of Waukesha (SDW).

RECITALS

Whereas Wis. Stats. §120.125 authorizes the School District of Waukesha to permit the City of Waukesha to administer a before and after school recreation program, and

Whereas Wis. Stats. §120.125(4) requires the School District of Waukesha to enter into a written agreement for the provision of a before and after school recreation program, and

Whereas a before and after school recreation program is mutually beneficial to the school district and its parents and students, and

Whereas the administration of a before and after school recreation program falls within the mission of the City of Waukesha Par, Recreation and Forestry Department.

Now, therefore, it is agreed as follows:

I. Operations.

- a.** City shall operate Cool School Before and After School Program (referred to as the Program) with the cooperation of the School District of Waukesha.
- b. Hours of Service:**
 - 1.** The Program shall be available from 7:00 a.m. (6:45 a.m. at Randall) until the commencement of the school day and from the end of the school day until 6:00 p.m. on regularly scheduled days of school.
 - 2.** The Program shall be available on certain non-school days from 7:00 a.m. to 6:00 p.m.
 - 3.** Staff team meetings, parent meetings and family events may occur before or after programming.
- c. Days of Service:**
 - 1.** The program shall be available every regularly scheduled school day and on early release days (October 26, 2022; February 16, 2023; and May 26, 2023).
 - 2.** The Program shall be available on the following non-school days:

October 27, 2022	October 28, 2022	November 23, 2022
December 23, 2022	December 26, 2022	December 27, 2022
December 28, 2022	December 29, 2022	December 30, 2022
January 16, 2023	January 23, 2023	February 17, 2023
March 27, 2023	March 28, 2023	March 29, 2023

March 30, 2023
April 10, 2023

March 31, 2023

April 7, 2023

3. The Program shall not be available on any day that a regularly scheduled school day is cancelled due to inclement weather or other reason.

II. Facilities.

a. The City is permitted to conduct the Program at the following SDW elementary schools, referred to as the Site(s):

- | | |
|---|---|
| 1. Banting Elementary
2019 Butler Drive | 6. Lowell Elementary
140 N. Grandview Blvd. |
| 2. Bethesda Elementary
730 S. University Drive | 7. Prairie Elementary
1801 Center Road |
| 3. Hawthorne Elementary
1111 Maitland Drive | 8. Randall Elementary
114 S. Charles Street |
| 4. Heyer Elementary
1209 Heyer Drive | 9. Rose Glen Elementary
W273 S3845 Brookhill Drive |
| 5. Hillcrest Elementary
2200 Davidson Road | 10. Hadfield Elementary
733 Linden St |

b. The parties shall maintain an appropriate environment, approved by both parties, for the operation of the program, including but not limited to:

1. Appropriate classroom space that allows a ratio of students to staff no greater than 13:1.
2. Mutually agreed upon storage space.
3. Indoor play space and equipment.
4. Appropriate space for support services and parent/guardian meetings or other similar activities.
5. Site should be accessible to persons with disabilities.
6. The City shall be responsible for cleaning the areas used for the Program so that the areas are in the same condition as prior to use by the City.

c. Each site shall comply with applicable federal, state and municipal regulations.

d. The City shall not assign or otherwise transfer any of the provisions of this agreement without the express consent of SDW.

e.

III. Staff and Students

a. Staff. The Program shall be operated by qualified staff as required by any applicable federal, state or local regulations. CPR and First Aid trained staff shall be onsite and available during the scheduled Program hours.

b. Participants.

1. City shall be responsible for enrolling students in the Program.
2. Requirements for participation: Students must be enrolled with SDW.

IV. Activities and Curriculum.

- a. A recreation-based before and after school program will be provided by the City. The City shall be responsible for billing and collection of all fees related to the Program.
- b. Classrooms shall not be segregated by program type, family income, or child's ability/disability.
- c. City is prohibited from impermissibly advancing or inhibiting religion in the performance of this agreement and, further, shall comply with the Establishment Clause of the First Amendment of the U.S. Constitution.
- d. SDW is not responsible for providing transportation to or from the before and after school program.
- e. The City will develop a handbook for parents describing the Program and will be responsible for promotion of the Program.
- f. If The School District of Waukesha decides to participate in the USDA After School Snack Program (ASSP), a milk and a snack will be provided free of charge to all students participating in the After School Enrichment Program. The City agrees to comply with recording and reporting requirements for the program. There is no charge to the City to participate in this program. It will be offered as long as it is available from the USDA.
- g. The School District of Waukesha has the right to inspect The City's program at any time and to give feedback as to performance and monitor compliance. The City's representatives must have proper identification (SDW issued Badge) to have access to the program during program hours.

V. Compensation

- a. There shall be no charge for the use of SDW elementary schools for the Program.
- b. The City shall be liable for any damage to property in the operation of the Program.

VI. Insurance

- a. Before commencing any services under this Agreement, the City shall furnish SDW (Attn: Director of Business Services) a certificate in a form satisfactory to the District that the following policies of insurance are in force, stating policy numbers, dates of expiration and limits of liability. All certificates of insurance shall contain a clause providing that under the commercial general liability and umbrella excess liability policies the School District of Waukesha, its Board and employees are additional insureds.
- b. The required insurance shall include the following:
 - 1. Commercial general liability including contractual liability, no sexual abuse/molestation exclusion and personal injury coverage. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - 2. Automobile liability coverage for the use of any automobile. Minimum automobile liability limit of \$1,000,000 per accident.
 - 3. Statutory worker compensation coverage.
 - 4. Excess liability with minimum limits of \$2,000,000 per occurrence and \$2,000,000 general aggregate.

VII. Miscellaneous.

- a. This Agreement shall be for the 2022-2023 school year and shall terminate on June 8, 2023. Either party, the recreation based before and after school provider or the District, may terminate the agreement without cause, upon thirty (30) days written notice in advance. “Without cause” means that either party, for any reason or no reason, may decide to discontinue the program in their sole discretion without having to show just or reasonable cause for doing so. Upon giving or receiving notice to terminate the agreement, the program provider will be responsible to notify parents of all participating children of the decision to terminate the program services and the date on which such services will end.
- b. All notices or communications required or permitted to be given by either party to the other under this agreement shall be in writing to the following addresses:

City: Attn: Gala Evers, Recreation Programmer, Waukesha Park, Recreation and Forestry Department,
1900 Aviation Drive, Waukesha, WI 53188
(262) 524-3715

SDW: Attn: Darren Clark, CFO
222 Maple Avenue
Waukesha, WI 53186
(262) 970-1040

- c. Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be deemed received on the date of actual receipt.
- d. This Agreement and any dispute arising from or related to this Agreement shall be governed by the laws of the State of Wisconsin.
- e. Any claims or disputes between the parties shall first be mediated by a mediator of the parties' mutual choice, and if mediation is unsuccessful, only then may a lawsuit be initiated.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- g. If either party breaches any term, covenant, or condition of this Agreement, this Agreement may be terminated by the non-breaching party, or a reasonable time may be given to permit compliance at the option of the non-breaching party. SDW may terminate this Agreement immediately if it reasonably determines that the health or safety of participants is at risk.
- h. No breach shall be deemed to continue as long as the notified party shall be proceeding to cure the same in good faith or be delayed in or prevented from curing the same by facts or circumstances beyond its control. This provision in no way limits the right of a party to act under the preceding paragraph.
- i. To the extent authorized by law, each party shall defend, indemnify, and hold the other harmless from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney fees arising out of its performance of this Agreement including, without limitation, liability for property or personal injury. This general indemnification shall not be construed as limiting or qualifying other indemnification rights available under law.
- j. This Agreement and attached exhibit constitute the entire agreement between the parties and shall supersede all previous communications and commitments, whether written or verbal, between the parties regarding the subject matter of this agreement. No agreement or understanding changing, modifying, or extending this agreement, shall be binding on either party unless in writing signed by both parties' authorized representatives.

City of Waukesha

 Shawn N. Reilly, Mayor
 Date: _____

 Attested by Gina L. Kozlik, City Clerk
 Date: _____

School District of Waukesha

 James Sebert Ed.D, Superintendent
 Date: _____