

**Memorandum of Understanding
Between
City of Racine Parks, Recreation, and Cultural Services Department
AND
RUSD Office of Extended Learning**

This Memorandum of Understanding (MOU), while not a legally binding document, does indicate a voluntary agreement to assist in the implementation of the plans and programmatic services offered through the Racine Unified School District's Office of Extended Learning in partnership with The City of Racine Parks, Recreation, and Cultural Services Department. The following 2023-2024 school year programs is expected to have a contract period of October 1st, 2023 through May 31st, 2024, with potential for continuation based on availability of funds, satisfactory completion of annual deliverables and state and federal grant expectations. Fall youth Basketball Camp, Volleyball Skills and Drills Camp, Football 7v7 Skills and Drills, Basketball Skills and Drills. This MOU may be terminated by either party, for any reason, by giving 30 days written notice of intent to dissolve

Applicant Provisions: In addition to continuing the on-going program planning and review process, the City of Racine Parks, Recreation, and Cultural Services Department will provide the services and supports to the Office of Extended Learning for this project that are outlined in detail and clearly defined in the applicable request for proposal (RFP) that has been approved by the Director of Extended Learning.

Agency Provisions: In addition to continuing the on-going program planning and review process, the RUSD Office of Extended Learning will provide the services and supports to the City of Racine's Parks, Recreation, and Cultural Services Department for this project that have been clearly communicated and outlined in

- Financial commitment to the sustainability of the program through reimbursement at a rate of 100% for all allowable expenses incurred by the City of Racine for program as outlined and designated in the approved budget document contained within the RFP
- implementation at the school sites listed in the request for proposal for the contracted period
- A space located on campus for staff use during program hours as well as outdoor space needed to implement the program
- Participation in an after-action review session within one week of the end of the project
- Provide adequate and secure space for program supplies storage
- RUSD program staff member on site during program hours to ensure unfettered access to reserved building spaces as needed by the City's program staff
- Assist with program marketing and recruitment by sending out info to parents

Liability

The parties agree that no liability shall be assumed as a result of this Memorandum.

Term

This MOU shall remain in effect until terminated by either party, for any reason, by giving 30 days written notice of intent to dissolve. The MOU may be renewed if agreed upon in writing by the parties.

Assignment

This MOU may not be assigned or transferred without the express written consent of the non-assigning party.

Confidentiality

The Parties agree to enter into a confidential relationship with respect to the disclosure of all proprietary and confidential information ("Confidential Information"). Confidential Information includes all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged, whether written or oral, and whether disclosed directly or indirectly through any means of communication including but not limited to any trade secrets, know-how, processes, techniques, strategies or combinations thereof, personnel data or information, materials created by the Disclosing Party or its representatives, historical client information, historical funder information, financial information, company strategic plans, or proprietary market information. The Disclosing Party is required to designate and label all information disclosed to the Receiving Party that the Disclosing Party considers confidential for that information to qualify as Confidential Information. A Receiving Party has the right to refuse to accept Confidential Information which is not considered essential to fulfilling its responsibilities under this Memorandum.

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (c) is disclosed by Receiving Party with Disclosing Party's prior written approval.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any

Confidential Information except as required by applicable law, including but not limited to the Wisconsin Open Records Law.

The nondisclosure provisions shall survive six months following the termination of this MOU, Receiving Party's duty regarding Confidential Information shall remain in effect until that date.

RACINE UNIFIED SCHOOL DISTRICT

—

**Jeffrey Serak, Chief Financial
Officer**

Date

CITY OF RACINE

—

Cory Mason, Mayor

Date

ATTEST:

—

Tara McMenamin, City Clerk

Date

Provisions have been made to pay the liability that will accrue hereunder.

—

**Kathleen Fischer, Finance
Director**

Date

APPROVED AS TO FORM:

—

**Scott R. Letteney, City
Attorney**

Date