

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Northwest Educational Service District 189  
AND  
Concrete School District

THIS Agreement ("MOU") is entered into by Northwest Educational Service District, hereinafter referred to as ("NWESD 189"), and Concrete School District, hereinafter referred to as (the "District").

WHEREAS, bicycle safety education will help children acquire the foundation for a lifetime of healthy activity, as well as educating children that biking and walking are feasible transportation options; and

WHEREAS, the Washington State Legislature passed a comprehensive, 16-year transportation funding package ("Move Ahead Washington") that includes \$216M to be spent on youth bicycle education programs statewide ("State Program"); and

WHEREAS, Washington State Department of Transportation ("WSDOT") has contracted with Cascade Bicycle Club to design and administer the State Program, and distribute funding to Educational School Districts, School Districts, and community-based organizations to implement the program; and

WHEREAS, Cascade Bicycle Club has contracted with NWESD 189 to manage the in-class bike education program in small to medium size school districts within the NWESD 189 region; and

WHEREAS, The District has a physical education program that can include bicycle safety education for students; and

WHEREAS, the District and participating school have staff / faculty who will serve as a liaison for this partnership; and

WHEREAS, NWESD 189 and the District enter into this MOU for the purpose of defining the roles and responsibilities to support the successful implementation of this program within the District.

NOW, THEREFORE, NWESD 189 and the District agree as follows:

I. RESPONSIBILITIES

**NWESD 189**

**A. Program Management, Training, and Equipment**

1. Co-lead, with Cascade Bicycle Club, the PE teacher professional development (training) on how to implement the program curriculum (approximately 8 training hours). (In year one, CBC will lead and NWESD 189 will co-lead. In future years NWESD 189 will lead and CBC will assist.)
2. Manage the procurement of trailers and bikes (Cascade will do the initial procurement in Year 1).
3. Develop a delivery and pick-up schedule of the trailers and bikes in consultation with the District.

4. Deliver the trailers, bikes, helmets, and curriculum equipment to the District or directly to the participating schools within the District for use during the program.
5. Retrieve the trailers, bikes, helmets, and curriculum equipment in a timely manner after the school's session has been completed.
6. Manage and communicate changes to the delivery schedule throughout the year. (Schedule for the next academic year will be formed in the spring of the current academic year by NWESD 189 and the District).
7. Communicate with PE teachers and site administration prior to delivery of the unit.
8. Provide technical support (e.g., in-class support, management of curriculum materials) to the District and schools.
9. Track and manage the program funds.
10. Ensure the District supports the program evaluation (e.g., number of students and student learning outcomes).
11. Report quarterly to CBC on program activities and outcomes (e.g., # of schools, teachers, students, learning outcomes, etc.) and budgets.

#### **B. Ownership and Insurance**

1. Retain ownership of and ensure any new bicycles, trailers or other assets purchased for use in this program.

#### **C. Storage**

1. Store the bicycles in a safe and secure manner, on property owned or leased by NWESD 189, when not being used at a District school.
2. Offer and provide to a District school a secure bicycle trailer, when required by site, for storage of bicycles when at a school or on District property. The trailer must be stored in a secure location, which is visible and well-lit, while on District property.

#### **D. Minor maintenance (to be performed by NWESD 189 or a contracted partner)**

1. Maintain in safe working condition a minimum of one fleet of bicycles at all times.
2. Perform an inspection of all bicycles upon completion of the unit at a school prior to delivery to the next school and perform any maintenance required
3. Perform twice annual safety checks and tune-ups of all bicycles and keep a record of the safety checks.
4. Maintain the trailers in safe and working condition.

### **DISTRICT**

#### **A. Recruitment and Implementation**

1. Recruit at least one elementary school within the District to implement the approximately 3-week bicycle education program in 3-5th grade PE classes.
2. Support implementation of the program in participating elementary school(s).
3. Support the development and implementation of an earn-a-bike program for 5th and 8th grade students meeting needs criteria.
4. Support the program evaluation (e.g., number of students and student learning outcomes).

## **B. Professional Development**

1. Ensure that PE teachers in schools participating in the program receive the training provided by CBC and NWESD 189 prior to program implementation.
2. In cooperation with NWESD 189, maintain a list of trained PE teachers.

## **C. Reporting of Problems**

1. PE teachers shall report any obvious problems with any bicycle to NWESD 189 upon receipt of bicycles, or upon return of bicycles to NWESD 189.
2. PE teachers shall not use any bicycle or helmet with obvious deficiencies.
3. PE teachers shall contact NWESD 189 for replacement bicycle(s) or helmet(s) if needed.
4. PE teachers shall ensure that students use equipment in an appropriate manner.

## **D. Master Scheduling**

1. Invite PE teachers, at the end of the academic year, to assist with scheduling the bicycle unit for the following year.

## **E. Use**

1. Only participating District schools are eligible to use the bicycles under this MOU.
2. All participants in the program shall use the provided program bicycles and wear a helmet at all times while riding a bicycle.
3. PE teachers shall utilize the NWESD 189 bicycle use checklist protocol as detailed in the bicycle curriculum before the bicycles are used.

## **F. Storage at School/Damages**

1. Schools/PE teachers shall store all bicycles received under this MOU in a safe and secure manner until NWESD 189 retrieves all bikes and equipment. Teachers may request a secure bicycle transport trailer from NWESD 189 to be left on site to store bicycles and program supplies.
2. The District will be responsible for any damages or vandalism to NWESD 189 bicycle transport trailer(s) or the lost, stolen or damaged NWESD 189 bicycles in excess of \$1,000 while in the District's care, custody, and control.

## **G. Access to School Grounds**

1. Provide NWESD 189 with access to school grounds to deliver bicycles and/or trailer on the scheduled delivery and pick-up dates.

## **II. COST**

The parties agree that both NWESD 189 and the District will provide the services outlined in the RESPONSIBILITIES section at no cost to the other party. Exception(s) may include a subcontract between the NWESD 189 and District to fulfill a part of the ESD roles.

### III. INDEMNIFICATION/HOLD HARMLESS

NWESD 189 and the District shall defend, indemnify, and hold harmless the negligent-free party, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses or lawsuits, including attorney fees, and costs, relating to or arising out of this Agreement caused by the sole negligence of the negligent party. Each party is responsible for maintaining adequate general liability insurance.

### IV. LIMITATION OF LIABILITY

NWESD 189 and the District acknowledge that riding a bicycle is a physical activity that may result in personal injury. The District agrees that NWESD 189 is not responsible for injuries sustained by students who are injured while participating in this program. This includes but is not limited to injuries caused by student error, pavement hazards, hitting another object, or being hit by another bicycle or vehicle. The District agrees that under Article III that these injuries are the sole responsibility of the District. The one exception to this limitation of liability is for an injury sustained by a student caused by a bike maintenance issue, e.g., faulty brakes or loose handlebars.

### V. DURATION AND TERMINATION

This MOU shall become effective when signed by the parties and shall terminate on 6/30/2024.

The District or NWESD 189 may, at its option, terminate this MOU at any time, for any reason, by giving written notice to the other party. Written notice of such termination must be given by certified mail by the party terminating the agreement. Upon receipt of the notice, the parties will meet to determine the disposition of any outstanding work. The parties can either negotiate a close out to all outstanding work or the parties can agree to complete all outstanding work. In any case, the agreement will terminate at the latest completion date agreed upon for all outstanding approved work in place at the time the termination notice is received.

Either party may terminate this agreement in the event that the other party materially breaches this agreement. Written notice of such termination and a description of the breach must be given via certified mail by the party terminating this agreement to the other party not less than sixty days prior to the effective date of termination. The breaching party shall be given these sixty days in which to cure its material breach or reach a mutually satisfactory solution. If the breaching party fails to cure within sixty days, the agreement is immediately terminated.

### VI. ASSIGNMENT

Neither party shall assign its rights or responsibilities under this MOU without the prior written authorization of the other party.

## VII. GOVERNING LAW AND JURISDICTION

The terms, conditions, and performance of the MOU shall be governed by the laws of Washington State. Both parties agree and consent to personal and subject matter jurisdiction in any state or federal courts in Washington State, and both parties' consent to Anacortes, Washington as the location for jurisdiction and venue of any dispute under the MOU. The parties agree to mediate any dispute under this MOU before a mutually agreed upon mediator before filing a lawsuit.

## VIII. NON-WAIVER

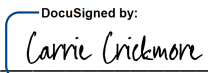
Failure of either party to insist upon the strict performance of any term in this MOU will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

## IX. INTEGRATION

This writing contains all terms of this MOU. It replaces all prior negotiations and writings pertaining to the subject matter of this MOU. The parties acknowledge that they are not entering into this MOU on the basis of any representations not expressly contained herein. No waiver, modification, or amendment of this MOU shall be binding against either party unless it is in writing and signed by the party against whom enforcement of the waiver or modification is sought. Headings and captions contained in this MOU are for convenience of reference only and shall not be considered in the interpretation or construction hereof.

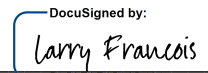
This MOU is agreed to and signed by the parties on the date(s) indicated below.

### Concrete School District


BY:    
72E795702AFC42A...  
 Carrie Crickmore, Interim Superintendent

DATE: 7/27/2023

### NWESD 189

BY:    
B153E0E45A3B494...  
 Larry Francois, Superintendent

DATE: 7/27/2023

NWESD Program Manager Review:    
 David Forsythe, Asst. Superintendent