



SCHOOL BOARD ACTION REPORT

DATE: November 27, 2018
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Dr. Kyle Kinoshita, Chief of Curriculum, Assessment, and Instruction
Email: kdkinoshita@seattleschools.org, Phone: 206-252-0050
Lori S. Dunn, Manager Physical Education & Health Literacy
Email: lsdunn@seattleschools.org, Phone: 206-252-0839
For Introduction: January 3, 2018
For Action: January 17, 2018

1. TITLE

Approval of agreements adding an adaptive cycling and pedestrian component to the SDOT Let's Go Bike and Pedestrian Safety Education Program

2. PURPOSE

This Board action expands the District's contract with the Seattle Department of Transportation (SDOT) and Cascade Bike Club (CBC) to add an adaptive cycling and pedestrian component to the existing Let's Go cycling and pedestrian safety education program. The program's funding is provided by SDOT to the District and the District partnered with CBC to facilitate the programming. The original contract was for \$240,189.00 and the adaptive cycling component increased funding to \$337,074.00. Because of this program, every Seattle Public Schools student in grades 3, 4, and 5 will receive bike and pedestrian safety education.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute contract addendums with both Cascade Bike Club and the Seattle Department of Transportation in the amount of \$337,074.00 in the form of the draft amendment attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

a. Background

The City of Seattle and the Seattle Department of Transportation developed Vision Zero in February 2015. Vision Zero is a coordinated effort to end serious and fatal crashes by 2030. Since then, progress has been made toward the goal of improving safety for everyone who travels on Seattle's streets.

This past fall (the 2016/2017 school year), SDOT, Cascade Bicycle Club, and Seattle Public Schools brought Let's Go walking and biking education to every 3rd, 4th, and 5th grade class in Seattle as part of Vision Zero. In addition, SDOT is constructing 12 engineering projects to provide the space students need to safely travel to and from

school. Using a combination of strategies, we are making improvements to get more kids walking and biking to school safely.

This amendment added service to bump the funding up over \$250,000. During the 2016/17 school year with the implementation of the Let's Go program, a need to serve students with adaptive needs was realized. We became aware of the increased funding in September of 2017.

This amendment to the program and increase in funding from SDOT will allow Cascade Bike Club to serve students with adaptive needs through the Let's Go program.

b. Alternatives

Not approve the amendments. This is not recommended because students with adaptive needs would not have the opportunity to fully participate in the Let's Go bike and pedestrian safety program.

c. Research

Seattle is consistently recognized as one of the safest cities in the country. Over the past decade, we've seen a 30 percent decline in traffic fatalities, even as our population grows. Despite this fact, traffic collisions are a leading cause of death for Seattle residents age 5-24. In 2013, there were 10,310 police-reported collisions in Seattle. 155 people were seriously injured and 23 were killed.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$337,074.00.

The revenue source for this motion is Seattle Department of Transportation.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

7. EQUITY ANALYSIS

The need for adaptive cycling and pedestrian education does not target a particular race or ethnicity. As a result, the Racial Equity Analysis Tool does not inform this decision.

8. STUDENT BENEFIT

The research shows that traffic collisions are the leading cause of death for persons the age range of the students that we serve. The Let’s Go bike and pedestrian safety program is targeted at reducing the number of bike and pedestrian injuries and fatalities, which provides a great benefit to the health and safety of our students.

9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. _____, [TITLE], provides the Board shall approve this item
- Other: _____

10. POLICY IMPLICATION

This motion is in alignment with Policy No. 6220, Procurement, by seeking Board approval where the value of an agreement exceeds \$250,000.

This motion is in alignment with Policy No. 6114, Gifts, Grants, Donations, & Fundraising Proceeds, because the amount of the revenue received from SDOT with is more than the threshold for approval of contracts established in Policy 6220.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Curriculum and Instruction Committee meeting on December 12, 2017. The Committee reviewed the motion and approved to move forward for introduction on January 3, 2018.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the Superintendent will sign the agreements with SDOT and CBC and CBC will proceed implementing adaptive cycling and pedestrian needs in the Let’s Go programming.

13. ATTACHMENTS

- SDOT & CBC Amendments (for approval)
- SDOT Memorandum of Agreement (for reference, available upon request)
- CBC Memorandum of Understanding (for reference, available upon request)



**Amendment No. 1
to
MEMORANDUM OF AGREEMENT
between
City of Seattle (City)
and
Seattle Public Schools (District)
for**

Purchase of Bicycle and Pedestrian Safety Education & Training Services

This Amendment to the original Memorandum of Agreement (Agreement) dated July 20th, 2015 adds scope and cost associated with an adaptive cycling program so that students with adaptive needs can participate in the bicycle and pedestrian safety education program.

All other terms and conditions of the original Agreement, as amended, remain in effect.

In witness whereof, the parties hereto have executed this Amendment on the date affixed to their signatures.

City of Seattle

By

Karen Melanson
Deputy Director, Finance & Accounting

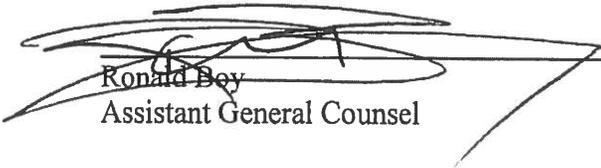
10/16/17
Date

Seattle Public Schools

By

Amy Fleming
Director, Accounting

Date



Ronald Boy
Assistant General Counsel

11/15/17
Date

1. PROJECT SCOPE AND SCHEDULE

Bicycle and pedestrian safety training sessions are to be administered to all 3rd, 4th and 5th grade students within the Seattle Public School (District) each school year. Adaptive equipment, technical expertise, training, and coordination with P.E. teachers are to be provided so that students with adaptive needs can participate in the bicycle and pedestrian safety training sessions.

To monitor changes in student travel behaviors over time, a Student Arrival and Departure Tally Sheet will be administered to each PE class at the beginning of the 3-week unit to record mode choice. The completed Tally Sheets will be provided to the Seattle Department of Transportation quarterly.

Phase 4: Program Continuation

Deliverables for phase 4 will include:

- 1) Bicycle & Pedestrian Safety Education, Training, and Equipment, Technical and Programmatic Assistance for Adaptive Cycling Program at all sites
 - d) Q4 Training and Tally Sheets – 10/1/2017
 - e) Summary of pre and post test scores and numbers served for entire district
- 2) Bicycle & Pedestrian Safety Education, Training, and Equipment, Technical and Programmatic Assistance for Adaptive Cycling Program at all sites
 - a) Q1 Training and Tally Sheets – 1/1/2018
 - b) Q2 Training and Tally Sheets – 4/1/2018
 - c) Q3 Training and Tally Sheets – 7/1/2018
 - d) Q4 Training and Tally Sheets – 10/1/2018
 - e) Summary of pre and post test scores and numbers served for entire district
- 3) Bicycle & Pedestrian Safety Education, Training, and Equipment, Technical and Programmatic Assistance for Adaptive Cycling Program at all sites
 - a) Q1 Training and Tally Sheets – 1/1/2019
 - b) Q2 Training and Tally Sheets – 4/1/2019
 - c) Q3 Training and Tally Sheets – 7/1/2019
 - d) Q4 Training and Tally Sheets – 10/1/2019
 - e) Summary of pre and post test scores and numbers served for entire district
- 4) Bicycle & Pedestrian Safety Education, Training, and Equipment, Technical and Programmatic Assistance for Adaptive Cycling Program at all sites
 - a) Q1 Training and Tally Sheets – 1/1/2020
 - b) Q2 Training and Tally Sheets – 4/1/2020
 - c) Q3 Training and Tally Sheets – 7/1/2020
 - d) Q4 Training and Tally Sheets – 10/1/2020
 - e) Summary of pre and post test scores and numbers served for entire district

- 5) Bicycle & Pedestrian Safety Education, Training, and Equipment, Technical and Programmatic Assistance for Adaptive Cycling Program at all sites
- a) Q1 Training and Tally Sheets – 1/1/2021
 - b) Q2 Training and Tally Sheets – 4/1/2021
 - c) Q3 Training and Tally Sheets – 7/1/2021
 - d) Summary of pre and post test scores and numbers served for entire district

2. FINANCIAL COST RESPONSIBILITIES

2.1 SDOT will be responsible for making the following milestone payments to the District upon receipt of invoice based on the Agreement schedule in Section 1 above:

DATE	PHASE	DELIVERABLE	AMOUNT
10/1/2017	4	1d	\$36,372.00
FY 2017 TOTALS			\$36,372.00
1/1/2018	4	2a	\$25,395.00
4/1/2018	4	2b	\$25,395.00
7/1/2018	4	2c	\$14,420.00
10/1/2018	4	2d	\$32,069.00
FY 2018 TOTALS			\$97,279.00
1/1/2019	4	3a	\$22,814.00
4/1/2019	4	3b	\$22,814.00
7/1/2019	4	3c	\$13,558.00
10/1/2019	4	3d	\$26,753.00
FY 2019 TOTALS			\$85,939.00
1/1/2020	4	4a	\$19,624.00
4/1/2020	4	4b	\$19,624.00
7/1/2020	4	4c	\$12,496.00
10/1/2020	4	4d	\$21,438.00
FY 2020 TOTALS			\$73,182.00
1/1/2021	4	5a	\$16,435.00
4/1/2021	4	5b	\$16,435.00
7/1/2021	4	5c	\$11,432.00
FY 2021 TOTALS			\$44,302.00
GRAND TOTAL			\$337,074.00

3. ACKNOWLEDGEMENT OF FUNDING

3.1 Seattle Public Schools will ensure acknowledgement of City of Seattle funds for the program is noted in any program advertisements. The City of Seattle logo will be incorporated in all program materials and promotions, whether paper or web-based.



ADDENDUM TO MEMORANDUM OF UNDERSTANDING

BETWEEN

SEATTLE SCHOOL DISTRICT NO. 1 AND

CASCADE BICYCLE CLUB

THIS ADDENDUM ("Addendum") is made and entered into upon the date signed by both parties ("Effective Date") by and between Seattle School District, a Washington state quasi-municipal corporation ("District") and Cascade Bicycle Club, a non-profit organization incorporated under the laws of Washington ("Cascade"), for the purpose of expanding the services offered under the Memorandum of Understanding ("Agreement") to include an adaptive cycling program to serve students with adaptive needs.

I. RECITALS

WHEREAS the District and Cascade entered into the Agreement dated effective August 6, 2015; and

WHEREAS both the District and Cascade wish to expand the "Let's Go" bike and pedestrian safety educational program (the "Program") offered under the Agreement to include an adaptive cycling program to serve students with adaptive needs;

WHEREAS, both parties understand and agree that this expansion of services creates additional rights and responsibilities for each party; and

WHEREAS the Agreement requires that any waiver, modification, or amendment to the Agreement be in writing and signed by both parties;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, the District and Cascade agree as follows:

II. RESPONSIBILITIES OF CASCADE BICYCLE CLUB

A. Cascade, in partnership with Outdoors For All ("OFA"), will provide adaptive equipment, technical expertise, training, and coordination with District physical education teachers so that District students with adaptive needs may participate in the Program.

B. Cascade will communicate with District teachers and specialists at each school prior to delivery of the Program to determine the adaptive equipment needs and to coordinate logistics with all parties.

C. Cascade will contract with OFA to provide, maintain, and transport the adaptive equipment to the District school sites.

D. To monitor changes in student travel behaviors over time, a Student Arrival and Departure Tally Sheet will be provided to each physical education class at the beginning of the 3-week unit to record mode choice. The completed Tally Sheets will be provided to Seattle Department of Transportation each quarter by Cascade.

I. RESPONSIBILITIES OF THE DISTRICT

A. The District will make payments to Cascade for services provided in relation to the Program in conformance with Updated Spending Plan below.

II. UPDATED SPENDING PLAN

A. The spending plan detailed below integrates the expenses of the existing program detailed in the Agreement with the expenses of the adaptive program:

1. Fall 2017

a) Deliverables:

- (1) Provide in-class bicycle and pedestrian safety training;
- (2) Provide equipment, technical and programmatic assistance for adaptive cycling program; and
- (3) Summary of pre and post training evaluations for entire district.

b) Cost to be paid by the District:

- (1) Due date/ Amount due: 11/01/2017 \$36,372.00

2. Spring/Fall 2018

a) Deliverables:

- (1) Training and recertification of District physical education teachers;
- (2) Provide in-class bicycle and pedestrian safety training;
- (3) Provide equipment, technical support, and programmatic assistance for adaptive cycling program; and

(4) Summary of pre- and post-training evaluations for entire District, due annually in August.

b) Cost to be paid by the District:

(1) Due date/ Amount due:	02/01/2018	\$25,395.00
	05/01/2018	\$25,395.00
	08/01/2018	\$14,420.00
	11/01/2018	\$32,069.00

3. Spring/Fall 2019

a) Deliverables:

- (1) Training and recertification of District physical education teachers;
- (2) Provide in-class bicycle and pedestrian safety training;
- (3) Provide equipment, technical support, and programmatic assistance for adaptive cycling program; and
- (4) Summary of pre- and post-training evaluations for entire District, due annually in August.

b) Cost to be paid by the District:

(1) Due date/ Amount due:	02/01/2019	\$22,814.00
	05/01/2019	\$22,814.00
	08/01/2019	\$13,558.00
	11/01/2019	\$26,753.00

4. Spring/Fall 2020

a) Deliverables:

- (1) Training and recertification of District physical education teachers;
- (2) Provide in-class bicycle and pedestrian safety training;
- (3) Provide equipment, technical support, and programmatic assistance for adaptive cycling program; and
- (4) Summary of pre- and post-training evaluations for entire District due annually in August.

b) Cost to be paid by the District:

(1) Due date/ Amount due:	02/01/2020	\$19,624.00
	05/01/2020	\$19,624.00
	08/01/2020	\$12,496.00
	11/01/2020	\$21,438.00

5. Spring/Summer 2021

a) Deliverables:

- (2) Provide in-class bicycle and pedestrian safety training;
- (3) Provide equipment, technical support, and programmatic assistance for adaptive cycling program; and
- (4) Summary of pre- and post-training evaluations for entire District due annually in August.

c) Cost to be paid by the District:

(1) Due date/ Amount due:	02/01/2021	\$16,435.00
	05/01/2021	\$16,435 .00
	08/01/2021	\$11,432 .00

III. INDEMNIFICATION/HOLD HARMLESS

The parties agree that section III. *Indemnification/Hold Harmless*, of the Agreement shall be replaced with the following:

Cascade and the District shall defend, indemnify, and hold the other party, its officers, officials, employees, and volunteers harmless for any and all claims, injuries, damages, losses or lawsuit, including attorney fees, relating to, or arising out of, this Agreement NOT caused by the sole negligence of the other party. Each party is responsible for maintaining adequate general liability insurance.

IV. TERMS & CONDITIONS

A. The parties agree that, as of the Effective Date of this Addendum, the terms and conditions stated herein shall become a part of the Agreement.

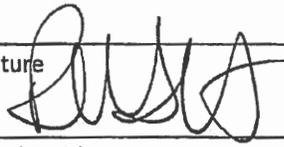
B. This Addendum embodies the entire agreement between the District and Cascade with respect to the rights and obligations stated herein. In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall control and govern.

C. Any of the other provisions of the Agreement that are not modified in writing shall remain in full force and effect.

D. THIS ADDENDUM SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON.

IN WITNESS THEREOF, District and Cascade have executed and deliver this Addendum effective as of the Effective Date.

CASCADE BICYCLE CLUB

Signature 

Richard Smith

Executive Director
Title

9/12/17
Date Signed

SEATTLE SCHOOL DISTRICT NO. 1

Signature _____

JoLynn Berge

Assistant Superintendent, Business & Finance
Title

Date Signed