



SCHOOL BOARD ACTION REPORT

DATE: May 13, 2021
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For Introduction: June 23, 2021
For Action: July 7, 2021

1. TITLE

Approval of agreements with SDOT and Cascade Bicycle Club to fund and provide the Let's Go and Let's Go Further Bike and Pedestrian Safety Education Programs

2. PURPOSE

This Board Action Report details two agreements, one with Seattle Department of Transportation (SDOT) as the grantor, and one with Cascade Bicycle Club as the service provider, to continue the Let's Go and Let's Go Further Bike and Pedestrian Safety Education Program to elementary, K-8, and middle school students for five school years. The program's total cost over the five school years is \$2,116,324.00, which SDOT will provide to the district to pay Cascade Bicycle Club for their services to support this physical education program.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute agreements with the Seattle Department of Transportation and Cascade Bicycle Club in the amount of \$2,116,324.00 to continue the Let's Go and Let's Go Further Bike and Pedestrian Safety Education Program in the form of the draft contract amendments 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 (SDOT) 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. As part of this work, SDOT has committed to funding bicycle and pedestrian safety for Seattle students. Through this collaboration: SDOT acts as the grantor and provides funding to the district; Seattle Public Schools provides the instruction and payment to Cascade Bicycle Club; and Cascade Bicycle Club provides the training, equipment, materials, and services needed to provide the programming.

The Let's Go program provides physical education teachers with the resources and training needed to implement an in-school bicycle and pedestrian safety program for students in elementary school, providing educators with the opportunity to meet students at their skill level with differentiated lessons in the physical education classroom. The program focuses on the skills and knowledge necessary to prevent the most common causes of collisions and errors of the upper-elementary age group as they navigate the built environment.

The Let's Go Further program provides physical education teachers with the resources and training needed to implement an in-school bicycle and pedestrian safety program for students in middle schools and middle school grades in K-8 schools. This program builds on the skills and knowledge obtained in Let's Go to ensure that middle school students are skilled, safe bicycle riders and pedestrians on the urban city streets of Seattle.

This programming has evolved and improved since its inception. It was expanded and redesigned in 2016, 2019, and 2020. The evolution of the programming has made it inclusive for students with disabilities, expanded the program to middle school, and recently dramatically shifted instruction to adapt to remote learning.

In addition to students learning to safely navigate as walkers and rollers through this program, Let's Go and Let's Go Further is an invitation for students to be healthy and active in their daily lives. Let's Go and Let's Go Further also includes suggestions for adaptations for students who may have balance difficulties, behavioral challenges, a need for physical fitness and learn-to-ride instructions. The programs are also in alignment with Washington state education standards.

Cascade trains and supports Physical Education Specialists to provide the three-week Let's Go and Let's Go Further programs. Teachers sign up in advance to borrow a fleet of 30 bikes, helmets, equipment, and a bike trailer.

The agreements will provide the funding and services necessary to provide the programming for five school years. If approved, the Let's Go and Let's Go Further programs will be provided to district elementary, K-8, and middle school students during the 2021-22, 2022-23, 2023-24, 2024-25, and 2025-26 school years.

The following is a video link with more information about the Let's Go program:
<https://www.cascade.org/learn-school-based-programs/lets-go>

In alignment with Seattle Excellence, Seattle Public Schools strategic plan, bike distribution will prioritize students furthest from educational justice by beginning with equity tier one and two schools. These schools will receive priority scheduling and additional volunteers will be made available if needed.

Alternatives

Not approve the agreements This is not recommended. The Let's Go and Let's Go Further programming is funded by SDOT and provides valuable bike and pedestrian safety

education to our students living in an urban environment where these skills and knowledge are especially important.

b. Research

While Seattle is one of the safest cities in the country, there are more than 10,000 traffic collisions a year, resulting in an average of 20 people losing their lives and over 150 people seriously injured. Further, traffic collisions are a leading cause of death for Seattle residents age 5-24.

The Aspen Institute Sports & Society Program, supported by research from the University of Washington, produced the State of Play report, analyzing sport and recreation programming for youth in King County, giving King County a "D" grade. The institute's research suggests there is a long-term benefit to encouraging alternative transportation modes at younger ages to foster these habits into adulthood. Students who walk and bike to school are more likely to get the recommended 60 minutes of moderate to vigorous physical activity each day that health professionals recommend. Physical activity improves physical health, mental health, self-esteem, mood, quality of sleep, and academic performance. Physical movement also significantly reduces stress, anxiety, depression, and fatigue, reducing the risk for obesity, cancers, diabetes, strokes, and respiratory and cardiovascular diseases later in life.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact of this action will be \$2,116,324.00 over five years.

The revenue source for this motion is the Seattle Department of Transportation (SDOT). The district will pay Cascade Bicycle Club for services provided in the amount received from SDOT.

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

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

School Year	2021-22	\$388,208.00
	2022-23	\$406,292.00
	2023-24	\$448,776.00
	2024-25	\$436,524.00
	2025-26	\$436,524.00
	TOTAL	\$2,116,324.00

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

The development of the Let's Go and Let's Go Further programming has been a joint effort of the district, SDOT, and Cascade Bicycle Club and the result of working directly with bicycle and pedestrian safety educators, transportation professionals, neighborhood safe street advocates, teachers, adapted physical education specialists, and school administrators to ensure that the end result was a program that reflected the needs of our community, reflected best practices in bicycle and pedestrian safety and met state physical education standards.

7. EQUITY ANALYSIS

The Racial Equity Analysis Tool provided an opportunity to recognize the racially equitable outcomes of the Let's Go program. The Curriculum, Assessment, and Instruction Department will engage stakeholders by informing them about the Let's Go program through using pre-assessment and post-assessment data points, which will be revised in the Fall of the 2021 school year. All 3rd-5th grade Elementary Students in our Physical Education classrooms have engaged in the Let's Go program since the creation and program revision of the Let's Go Bike and Pedestrian Program. Data will be collected in collaboration with SDOT and Cascade Bicycle Club to track and document the program's progress at Seattle Public Schools. By offering this bicycle and pedestrian safety education in our schools, we can ensure that all students can gain valuable skills and education regardless of financial means, access to bicycles, or available environmental circumstances to utilize bicycles.

8. STUDENT BENEFIT

The research shows that traffic collisions are the leading cause of death for persons in 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 initial contract value or contract amendment exceeds \$1,000,000 (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

The 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 \$1,000,000.

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

This motion is in alignment with Policy No. 2185 Physical Education by promoting students' health, well-being, and ability to learn through participation in the Let's Go Program.

This motion is in alignment with Policy 4265 School and Community Partnership, by creating partnerships between Seattle Public Schools and the community.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Student Services, Curriculum, and Instruction Committee meeting on June 8, 2021. The Committee reviewed the motion and moved the item forward for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the Superintendent will sign the agreements with SDOT and Cascade Bicycle Club, and the Let's Go and Let's Go Further programming will continue in Seattle Public Schools through the 2025-26 school year.

13. ATTACHMENTS

- Memorandum of Understanding with Cascade Bicycle Club (for approval)
- Memorandum of Agreement with Seattle Department of Transportation (for approval)



SPS & Community Organization

Memorandum of Agreement

Collaboration in support of the District’s Strategic Goals

DEPARTMENT: CURRICULUM AND INSTRUCTION, PHYSICAL EDUCATION

COMMUNITY ORGANIZATION: CASCADE BICYCLE CLUB

TERM OF COLLABORATION: 2021-22, 2022-23, 2023-24, 2024-25, & 2025-26 SCHOOL YEARS

Schools Served: All Elementary, K-8, and Middle Schools

Seattle School District No. 1 (“District”) and the community organization named above (“Community Organization” or “CBC”) (*collectively the “Parties”*) agree to the following:

I. STATEMENT OF INTENT:

The District is committed to the creation and implementation of collaborations with community organizations that enhance the educational program of District schools, support the achievement of the District’s strategic goals, and improve academic outcomes for District students. All collaborations with community organizations must:

- a. Have measurable outcomes supporting the strategic goals of the District and individual school goals;
- b. Follow all District policies and procedures including, but not limited to, District policies relating to building use and student safety; and
- c. Continuously demonstrate substantial positive impact.

II. THIS COLLABORATION SUPPORTS THE FOLLOWING STRATEGIC GOAL(S):

- High Quality Instruction and Learning Experiences
- Predictable and Consistent Operational Systems
- Culturally Responsive Workforce

Inclusive and Authentic Engagement

III. THIS COLLABORATION SUPPORTS THE FOLLOWING WHOLE CHILD ELEMENT(S):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Academic Learning | <input type="checkbox"/> Family Engagement & Support |
| <input type="checkbox"/> Basic Needs | <input checked="" type="checkbox"/> Health & Wellness |
| <input type="checkbox"/> Behavior/Social Emotional Learning | <input type="checkbox"/> Racial/Cultural Identity |
| <input type="checkbox"/> College & Career Readiness | <input type="checkbox"/> Readiness and Transitions |
| <input type="checkbox"/> Expanded Learning | <input type="checkbox"/> School Culture & Climate |

IV. SCOPE OF WORK:

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.

The Let’s Go program provides physical education teachers with resources and training needed to implement an in-school bicycle and pedestrian safety program for students grades three through five, providing educators with the opportunity to meet students at their skill level with differentiated lessons in the physical education classroom. The Let’s Go Further program expands on the Let’s Go program and is delivered to grades sixth through eighth. The programs focus on the skills and knowledge necessary to prevent the 2 most common causes of collisions and errors in the age groups as they navigate the built environment.

The program is the result of the collaboration between bicycle and pedestrian safety educators, transportation professionals, neighborhood safe street advocates, teachers, adapted physical education specialists, and school administrators. In addition to students learning to safely navigate as walkers and rollers through this program, Let’s Go is an invitation for students to be healthy and active in their daily lives.

Let’s Go includes suggestions for adaptations for students who may have balance difficulties, behavioral challenges, or low physical fitness abilities and includes learn-to-ride instructions. Washington state revised its physical education standards in 2016, and this program maps to the state standards.

Through this MOA, Cascade Bicycle Club will train and support physical education specialists to provide the three-week Let’s Go and Let’s Go Further programs. Teachers sign up in advance to borrow the fleet of 30 bikes, helmets, equipment, and a bike trailer.

V. MEASURABLE OUTCOMES:

This collaboration has the following measurable outcomes to prove its support of strategic goals of the district and individual goals of the schools it serves:

GOAL	MEASURABLE OUTCOME
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High-Quality Instruction and Learning Experiences: Educate the whole child through high-quality instruction and learning experiences that accelerate growth for students of color who are furthest from educational justice, with an intentional focus on African American males	Teacher Professional Development Student Survey Parent Survey Community Survey
Predictable and Consistent Operational Systems: Develop operational systems that provide a predictable and consistent experience to meet the needs of students and families and allow them to focus on learning.	School leader, family, and student awareness surveys Overall service quality level informed by performance indicators unique to each individual operational function
Culturally Responsive Workforce: Develop a culturally responsive workforce so teachers, leaders, and staff will effectively support students and families.	Cultural responsiveness training completion Equitable access to services (i.e., special education, English language learners, and highly capable) Staff demographics
Inclusive and Authentic Engagement: Partner with students, families, and communities who are furthest from educational justice by conducting inclusive and authentic engagement.	Representation in school-based leadership groups Student participation surveys Family participation surveys Community partner participation surveys Presence in community (e.g., # of meetings in community/feedback loop)

VI. COMMUNITY ORGANIZATION WILL:

a. LET'S GO PROGRAM

i. Phase 1: Administrative Preparation for curriculum, assessment, data, and Implementation Improvements; and Ongoing Program Implementation

1. Administrative Preparation for curriculum, assessment, Implementation and data Improvement - 11/1/2021

- a. Hiring plan for augmented CBC teacher and logistical support positions
- b. Planning development for curriculum, assessment, and data improvement team

2. Continued program implementation - 11/1/2021

- a. Let's Go implementation continues to be scheduled and delivered to District elementary schools

- i. Fleet maintenance
 - ii. Teacher training and support
 - iii. Fleet delivery
 - iv. Supply management
 - v. Continued coordination with subcontractor
 - 3. Administrative preparation for increased operational scope of work - 2/1/2022
 - a. Additions to current programming to include:
 - i. Logistics and supply management of larger fleet
 - ii. Additional scheduling capacity
- ii. Phase 2: Project Development
 - 1. Continued program implementation - 5/1/2022
 - a. Let's Go implementation continues to be scheduled and delivered to District elementary schools
 - i. Fleet maintenance
 - ii. Teacher training and support
 - iii. Fleet delivery
 - iv. Supply management
 - 2. Selection of teacher and logistical support team(s) - 5/1/2022
 - a. Hiring and onboarding of staff support teams completed
 - 3. Selection and Coordination of outside consultants and contractors - 8/1/2022
 - a. Bike course design template contractor selected
 - 4. Selection and coordination of curriculum, assessment and data improvement team(s) - 8/1/2022
 - a. Staff and teacher workgroup assembled for curriculum, assessment, and data improvement
 - 5. Administrative preparation for increased operational scope of work - 11/1/2021
 - a. Additions to current programming to include:
 - i. Logistics and supply management of larger fleet
 - ii. Additional scheduling capacity
 - 6. Assembly and delivery of Pedestrian Teaching Kits - 11/1/2022
- iii. Phase 3: Continued Implementation and Improvement Development

Deliverables for Phase 3 will include:

 - 1. Continued program implementation - 2/1/2023
 - a. Let's Go implementation continues to be scheduled and delivered to District elementary schools

- i. Fleet maintenance
 - ii. Teacher training and support
 - iii. Fleet delivery
 - iv. Supply management
 - 2. Continued coordination of improvement teams - 5/1/2023
 - a. Work plan development and deliverables schedule
 - 3. Administrative management of fleet turnover - 8/1/2023
 - a. Retirement and replacement of 2016 bike fleet
 - 4. Continue teacher and logistical support team(s) - 11/1/2023
- iv. Phase 4: Improvement projects conclusions
 - 1. Continue program implementation and maintenance - 2/1/2024
 - a. Let's Go implementation continues to be scheduled and delivered to District elementary schools
 - i. Fleet maintenance
 - ii. Teacher training and support
 - iii. Fleet delivery
 - iv. Supply management
 - 2. Curriculum, assessment, and data improvement projects close - 2/1/2024
 - 3. Completion of consultants' projects - 5/1/2024
 - a. Bike course design template completion
 - 4. Report of improvements - 8/1/2024
 - a. Final report completed with recommendations for improvement implementation plans
- v. Phase 5: Implementation of Improvements
 - 1. Continue program implementation and maintenance - 11/1/2024
 - a. Let's Go implementation continues to be scheduled and delivered to District elementary schools
 - i. Fleet maintenance
 - ii. Teacher training and support
 - iii. Fleet delivery
 - iv. Supply management
 - 2. Implement curriculum, assessment, and data improvement projects - 11/1/2025
 - 3. Incorporate improvements into teacher trainings - 2/1/2025
 - 4. Continue improvement implementation and training - 5/1/2025
 - 5. Report improvement implementation - 8/1/2025

- a. Conclude 24/25 school year with all improvements implemented
 - vi. Phase 6: Continuous Improvement
 - 1. Continue to implement, refine, and improve program - 2/1/2026 - 8/1/2026
- b. LET'S GO FURTHER PROGRAM
 - i. Phase 1: Administrative preparation for curriculum, assessment, data, and implementation and pilot program Stage 1 implementation
 - 1. Administrative preparation for curriculum, assessment, and data Creation- 11/1/2021
 - a. Hiring for CBC teacher and logistical support positions
 - b. Planning development for curriculum, assessment, and data improvement team
 - 2. Selection and Coordination of curriculum, assessment, and data team(s) - 11/1/2022
 - a. Staff and teacher workgroup assembled for curriculum, assessment, and data development for Middle School programming
 - 3. First year program implementation - 2/1/2021
 - a. Initial implementation to target 3,000 students
 - b. Receiving schools will be arranged with District guidance and coordination
 - 4. Administrative preparation for Stage Two implementation - 5/1/2022
 - a. Additions to programming to include:
 - i. Logistics and supply management of larger fleet
 - ii. Additional scheduling capacity
 - ii. Phase 2: Project Development
 - 1. Continued Program implementation - 8/1/2022
 - a. Fleet maintenance
 - b. Teacher training and support
 - c. Fleet delivery
 - d. Supply management
 - e. Subcontractor coordination
 - 2. Final preparation for Stage Two Implementation - 8/1/2022
 - 3. Assembly and delivery of Pedestrian Teaching Kits - 8/1/2022
 - iii. Phase 3: Stage Two Implementation
 - 1. Begin stage two pilot implementation (expand school delivery and fleet) - 11/1/2022

- a. Stage 2 implementation to target 8,000 total students
 - 2. Continued coordination of curriculum, assessment, and data teams - 11/1/2022
 - a. Curriculum will be monitored for improvements
 - 3. Expand teacher and logistical support team - 11/1/2022
 - a. Teacher and logistical support teams expand in proportion to the program implementation expansion
 - 4. Continue stage two implementation - 2/1/2023
 - a. Fleet maintenance
 - b. Teacher training and support
 - c. Fleet delivery
 - d. Supply management
 - e. Subcontractor coordination
 - 5. Administrative preparation for Phase 2 implementation - 5/1/2023
 - a. Additions to current programming to include:
 - i. Logistics and supply management of larger fleet
 - ii. Additional scheduling capacity
 - 6. Conclude stage two implementation and prepare for stage three - 8/1/2023
 - a. Review curriculum, assessment, and data quality before full district implementation
- iv. Phase 4: Stage Three Implementation
 - 1. Begin stage three implementation - 11/1/2023
 - a. Stage three implementation to target 12,000 students
 - 2. Expand teacher and logistical support team - 11/1/2023
 - a. Teacher and logistical support teams expand in proportion to the program implementation expansion
 - 3. Continue stage three implementation - 2/1/2024
 - a. Fleet maintenance
 - b. Teacher training and support
 - c. Fleet delivery
 - d. Supply management
 - e. Subcontractor coordination
 - 4. Curriculum, assessment, and data team coordination - 5/1/2024
 - a. Monitor curriculum, assessment, and data collection processes while program undergoes stage three implementation

5. Conclude stage three and prepare for continuous implementation - 8/1/2024
 - a. Collect all relevant feedback on program performance at conclusion of year three implementation
6. Conclude and prepare to implement final curriculum, assessment, and data processes - 8/1/2024
 - a. Curriculum, assessment, and data processes conclude with completed curriculum and assessment, as well as training and data collection protocols
- v. Phase 5: Prepare for continuous implementation
 1. Implement final curriculum, assessment, and data processes - 11/1/2024
 - a. Teacher training for final iteration of curriculum, assessment, and data implementation
 2. Begin continuous implementation - 11/1/2024
 - a. Full program implementation
 3. Continuous implementation - 2/1/2025- 5/1/2025
 - a. Fleet maintenance
 - b. Teacher training and support
 - c. Fleet delivery
 - d. Supply management
 - e. Subcontractor coordination
 4. Conclude first year of continuous implementation - 8/1/2025
- vi. Phase 6: Continuous Improvement
 1. Continue to implement, refine, and improve program - 11/1/2025 - 8/1/2026

VII. SCHOOL AND/OR DISTRICT WILL:

- a. Each spring coordinate bike fleet schedule for the coming school year
- b. Coordinate delivery and storage of bike fleets at individual schools
- c. When new teachers are hired for the fall, coordinate scheduling for face-to-face professional development with Cascade
- d. Provide a learn to bike workshop to Seattle Teacher Resident participants in cooperation with CBC
- e. Coordinate CBC-produced video learning opportunities for teachers
- f. PE teachers will provide Bike/Walk to School Month survey to students
- g. Collaboration with active transportation position
- h. Monitor bike maintenance needs and bring to CBC's attention

- i. Will coordinate with Outdoors-for-All regarding adaptive equipment needs for course instruction
- j. Will monitor instruction to ensure course curriculums are taught with fidelity
- k. Will coordinate as needed continuous professional development for teachers
- l. Support and sustain comprehensive school physical activity programming (CSPAP)

VIII. COMMUNICATION:

Successful collaborations require professional communication between the Parties to support the stated goals and to achieve and track the measurable outcomes detailed in this MOA. The Parties agree to communicate as follows:

IX. PAYMENT:

The work of this MOA is made possible by a grant from City of Seattle, Seattle Department of Transportation (SDOT). SDOT will provide the District funding for the program which in turn will be paid to the Cascade Bicycle Club, the Community Organization, for their services rendered. Payment from SDOT and to Community Organization will be as follows:

School Year	
2021-22	\$388,208.00
2022-23	\$406,292.00
2023-24	\$448,776.00
2024-25	\$436,524.00
2025-26	\$436,524.00
TOTAL	\$2,116,324.00

Payment Schedule	
11/2021	\$97,052.00
02/2022	\$97,052.00
05/2022	\$97,052.00
08/2022	\$97,052.00
11/2022	\$101,573.00
02/2023	\$101,573.00
05/2023	\$101,573.00
08/2023	\$101,573.00
11/2023	\$112,194.00
02/2024	\$112,194.00
05/2024	\$112,194.00
08/2024	\$112,194.00
11/2024	\$109,131.00
02/2025	\$109,131.00
05/2025	\$109,131.00
08/2025	\$109,131.00
11/2025	\$109,131.00
02/2026	\$109,131.00
05/2026	\$109,131.00

X. TERMINATION:

This MOA may be terminated by either party at any time and for any reason, with 30 days written notice. Additionally, the District may terminate this MOA with written notice, effective immediately, if the District determines that such action is necessary to avoid disruption to the educational environment of the school and/or for the health or safety its students, officials, agents, employees, or volunteers.

XI. NONDISCRIMINATION:

Community Organization will comply with the following nondiscrimination and equality in contracting provisions as mandated by federal and state law:

- a. Americans with Disabilities Act: Community Organization will comply with all applicable provisions of the Americans with Disabilities Act (ADA) in performing its obligations under this MOA and shall provide such reports and information relative to the accessibility of services as may be requested by the District.
- b. Discrimination: Community Organization will not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Community Organization shall affirmatively attempt to ensure that applicants are employed, and that employees are treated without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, during their employment period. Such efforts shall include, but are not limited to the following: employment, upgrading, demotion, transfer; recruitment, layoff, rates of pay, or other forms of compensation and training.

XII. BACKGROUND CHECK:

Community Organization agrees all officials, agents, employees, and volunteers assigned to work in a District school or with District students under this MOA will undergo a criminal history background check. Background checks must be completed before individuals are assigned to work in a District school or with District students.

Community Organization will complete "Appendix A" listing each official, agent, employee, and volunteer and the type of background check each received in accordance with the requirements below. All Community Organization officials, agents, employees, and volunteers who work with students must pass an annual criminal background screen.

- a. The WATCH (Washington State Patrol) background check is acceptable for a Community Organization official, agent, employee, or volunteer who satisfies both of the following criteria. The individual has:
 - i. Resided in Washington State for more than three years; and
 - ii. Their contact with students will always be supervised by an adult (unrelated through family ties).
- b. A national background check is required for a Community Organization official, agent, employee, or volunteer who satisfies one or both of the following criteria. The individual has:
 - i. Resided in Washington State for less than three years from the date of the background check; and/or
 - ii. Contact with students will be unsupervised.

Community Organizations must use their own WATCH account. WATCH background checks are free for non-profit organizations. For-profit organizations must provide payment to the Washington State Patrol for background checks performed.

For individuals required to submit to a national background check, this background check is required once. In subsequent years, a WATCH background check is required. Community Organizations may utilize [Verified Volunteer](#) – the District’s national background check vendor.

If a positive criminal history is reported, Community Organization will share the information with the District’s Community Partnerships Department by contacting communitypartnerships@seattleschools.org. The District will determine if the individual may be assigned to a District school or student. Community Organization understands and agrees that as an independent contractor, employment decisions are always their own.

XIII. SEXUAL MISCONDUCT TRAINING:

Community Organization agrees all officials, agents, employees, and volunteers will complete the District’s Adult Sexual Misconduct Prevention Course prior to working in a District school or with District students: www.seattleschools.org/misconductvideo.

Community Organization will complete “Appendix A” to prove compliance with the requirement.

XIV. CONFIDENTIAL STUDENT INFORMATION:

Community Organization understands and agrees that the District will only provide identifiable student education records to the Community Organization upon receipt/approval of both parent/guardian-signed consent to release information form(s) and an executed data sharing agreement.

Community Organization also understands and agrees that any identifiable student education records received from the District are confidential and protected by federal law, the Family

Educational Rights and Privacy Act ("FERPA"), and 20 U.S.C. Section 1232g. Community Organization further agrees that identifiable student education records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District unless required to make such a disclosure under an applicable law or court order. Community Organization further understands and agrees that any identifiable student education records obtained through this MOA may be used only to perform the services described in this MOA. The unauthorized or unlawful disclosure of student education records is just cause for the District to immediately terminate the MOA.

XV. RESEARCH:

Community Organization has the right to present, publish, or use student results gained in the course of its collaboration, so long as publication, presentation, or use of the results is consistent with scientific standards, is outside the scope of a current District-supported research study, and does not include personally identifiable information of District students, staff, or parents/guardians. Should Community Organization use or collect data for the purpose of conducting a research study, Community Organization will submit a separate External Research Request prior to use or collection. To determine whether the proposed data use/collection constitutes a research study, Community Organization may reference the Research Guidelines located at www.seattleschools.org/REA or contact the District's Office of Research & Evaluation.

XVI. INDEPENDENT CONTRACTOR:

The Parties are independent contractors. Nothing herein shall be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their officials, agents, employees, or volunteers, or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. Neither party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.

XVII. SITE ACCESS:

The District reserves the right to immediately prohibit any Community Organization official, agent, employee, or volunteer from entering District property if a District official determines that such action is necessary to avoid disruption to the educational environment of a school and/or for the health or safety the District's students, officials, agents, employees, or volunteers. The District reserves the right terminate this MOA for a violation that results in a site access prohibition for a Community Organization official, agent, employee, or volunteer.

XVIII. INSURANCE AND INDEMNIFICATION:

- a. Insurance: Each party will provide the other with a Certificate of Insurance, or evidence of Self-Insurance, which documents insurance coverage for personal injury or property

damages claims that may arise from, or in connection to, the performance of the Agreement, with limits of not less than \$1,000,000 per occurrence.

- b. Indemnification: Community Organization agrees that to the fullest extent permitted by law, Community Organization will hold harmless, defend, and indemnify the District, its agents, employees and board members from any liability, cost or expense, including and without limitation, penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of, or resulting from any act or omission by the Community Organization under this MOA. The terms of this section shall survive the termination of this MOA.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Community Organization, its agents, employees, and board members from any liability, cost or expense, including and without limitation, penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of, or resulting from any act or omission by the District under this MOA. The terms of this section shall survive the termination of this MOA.

XIX. NOTICES:

All notices contemplated or required under this MOA shall be in writing and delivered by hand, U.S. Mail, or electronically as follows:

To the District Lead:

Lori Dunn
Program Manager, Physical Education & Health Literacy
Seattle School District No. 1
Seattle, WA 98124-1165

And also to:

Office of Legal Counsel
Seattle School District No.1
PO Box 34165, MS 32-151
Seattle, WA 98124-1165

To the Community Organization:

Stephen Rowley
Cascade Bicycle Club
7787 62nd Ave NE
Seattle, WA 98115

XX. MISCELLANEOUS PROVISIONS:

- a. Entire Agreement. This MOA constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

- b. Amendment. Modifications to this MOA must be in writing and be signed by each party.
- c. Advertising and Promotion. Neither party will use the other party's name, marks, codes, drawing or specifications in any advertising, press release, promotional effort or publicity of any kind without the other's prior written permission. Further, the Parties agree that any advertising, press release, promotional effort, or publicity of any kind will accurately acknowledge the roles of the City/SDOT, the District, and Cascade Bicycle Club in the programming.
- d. Governing Law. The terms of this MOA shall be interpreted in accordance to, and enforced under, the laws of the State of Washington. The Parties agree that any judicial proceedings will take place in Seattle, Washington.
- e. Severability. If any provision of this MOA is held invalid or unenforceable, the remainder of the MOA shall not be affected, but continue in full force.
- f. Assignment. Neither party shall assign its rights or responsibilities under this agreement unless it receives written permission from the other party.
- g. Non-Waiver. Any express waiver or failure to exercise promptly any right under this MOA will not create a continuing waiver or any expectation of non-enforcement.
- h. District Policies and Procedures. Community Organization agrees that all its officials, agents, employees, or volunteers providing services to District students under this MOA will comply with District policies, procedures, and guidelines. Community Organization will educate their officials, agents, employees, and volunteers of all applicable District policies, procedures, and guidelines before permitting work under this MOA to begin.
- i. Counterparts. The Parties agree this MOA may be executed in one or more counterparts, each of which shall constitute an enforceable original of the agreement, and that facsimile signatures shall be as effective and binding as original signatures.
- j. Debarment. Community Organization, by accepting this MOA, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state, or federal department or agency. Community Organization agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with the District. Please go to:
http://www.seattleschools.org/UserFiles/Servers/Server_543/File/District/Departments/School%20Board/Policies/Series%206000/6973.pdf to read Policy No. 6973.
- k. Cooperation with District Auditor and State Auditor. Community Organization agrees to provide reasonable cooperation with any inquiry by either the District or the State Auditor relating to the performance of this MOA. The District has the right to audit records of Community Organization relating to payment or performance under this MOA, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of, or agreement to, future contracts.

THIS MOA SHALL BECOME EFFECTIVE AS OF THE LAST DATE OF SIGNATURE. BY SIGNING BELOW, EACH SIGNATORY REPRESENTS THAT IT HAS THE AUTHORITY TO EXECUTE THIS MOA.

SEATTLE SCHOOL DISTRICT NO. 1

CASCADE BICYCLE CLUB

Authorized Signature

Authorized Signature

JoLynn Berge

Printed Name

Printed Name

Chief Financial Officer

Title

Title

Date

Date

I have reviewed and agree to support this collaboration:

District Lead Signature

Lori S. Dunn

Program Manager, Physical Education & Health Literacy

Title

Date

APPENDIX A

BACKGROUND CHECK ASSURANCE

Prior to beginning work with students of the District, Community Organizations must ensure that each official, agent, employee, and volunteer have satisfied the District's background check requirements. All paid and volunteer personnel of Community Organizations who work directly with District students must pass an annual criminal background check.

The WATCH (Washington State Patrol) background check is acceptable for a Community Organization official, agent, employee, or volunteer who satisfies both of the following criteria. The person:

1. Has resided in Washington State for more than three years; AND
2. Their contact with students will always be supervised by an adult (unrelated through family ties).

A national background check is required for a Community Organization official, agent, employee, or volunteer who satisfies one or both of the following criteria. The person:

1. Has resided in Washington State for less than three years from the date of the background check; AND/OR
2. Their contact with students will be unsupervised.

Community Organizations must use their own WATCH account. WATCH background checks are free for non-profit organizations. For-profit organizations must provide payment to the Washington State Patrol for background checks performed.

The national background check is required once. In subsequent years, a WATCH background check is required. Community Organizations may utilize Verified Volunteer – the District's national background check vendor. The cost is generally \$31 but can be more if the subject has lived out of state.

If a positive criminal history is reported, Community Organization will share that information with the District Community Partnerships Department at communitypartnerships@seattleschools.org. The District will determine whether the person may be assigned to work in a District school or with a District student.

The following crimes will automatically disqualify a person from working with students:

Felony indecent exposure	1 st , 2 nd , or 3 rd degree assault of a child	Sexual misconduct with a minor in the 1 st degree
First or second degree criminal mistreatment	Drive-by shooting	Indecent liberties
1 st /2 nd degree abandonment of a dependent person	Promoting a suicide attempt	Sexually violating human remains
Endangerment with a controlled substance	Malicious harassment	Voyeurism
1 st /2 nd degree murder	Custodial assault	Criminal trespass against children
Homicide by abuse	1 st , 2 nd , or 3 rd degree rape	1 st /2 nd degree custodial sexual misconduct
1 st /2 nd degree manslaughter	1 st , 2 nd , or 3 rd degree rape of a child	Felony failure to register if the person has been convicted of failing to register on at least one prior occasion.
1 st /2 nd degree assault	1 st , 2 nd , or 3 rd degree child molestation	

Any sex offense felony where the charge is criminal attempt, criminal solicitation, or criminal conspiracy to commit such crimes.

Incest
Child selling or buying
Sexual exploitation of a minor

Sending, bringing into state, possession,

viewing, and dealing in depictions of minor engaged in sexually explicit conduct

Felony communication with minor for immoral purposes.

Commercial sexual abuse of a minor

Promoting commercial sexual abuse of a minor

Promoting travel for commercial sexual abuse of a minor

Felony violation with sexual motivation

1st/2nd degree kidnapping

1st/2nd degree promoting prostitution

1st/2nd degree robbery

List staff who completed and passed a WATCH background check:

List staff who completed and passed a national background check:

SEXUAL MISCONDUCT TRAINING ASSURANCE

Community Organization agrees all officials, agents, employees, and volunteers will complete the District's Adult Sexual Misconduct Prevention Course prior to working in a District school or with District students: www.seattleschools.org/misconductvideo.

This training must be completed prior to the adult, staff, or volunteer having any supervised or unsupervised access to children.

List staff who completed the District's Adult Sexual Misconduct Prevention Course:

APPENDIX B

POINT-OF-CONTACT INFORMATION

COMMUNITY ORGANIZATION

Point-of-Contact: Education Director

Name: Stephen Rowley

Phone: (206) 355-1357

Email: stephenr@cascade.org

Preferred method of communication: Phone Email

Back-up Point-of-Contact:

Name: Christopher Shainin

Phone: (206) 437-3784

Email: christophers@cascade.org

Preferred method of communication: Phone Email

DISTRICT

Point-of-Contact:

Name:

Phone:

Email:

Preferred method of communication: Phone Email

Back-up Point-of-Contact:

Name:

Phone:

Email:

Preferred method of communication: Phone Email



Let's Go and Let's Go Further Program

Seattle Department of Transportation MOA

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Lori Dunn
Program Manager, Physical Education and Health Literacy
lsdunn@seattleschools.org

This document is a memorandum of agreement between City of Seattle and Seattle Public Schools for the purchase of bicycle and pedestrian safety education and training materials.

MEMORANDUM OF AGREEMENT
between
CITY OF SEATTLE
and
SEATTLE SCHOOL DISTRICT NO. 1
for
PURCHASE OF BICYCLE AND PEDESTRIAN SAFETY EDUCATION
& TRAINING SERVICES

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is made and entered into on the last date of authorized signature below by and between the City of Seattle (“City”), and Seattle School District No. 1 (“District”) (collectively referred to as the “Parties”). The City’s Lead Department as it pertains to this agreement will be the Seattle Department of Transportation (“SDOT”).

WHEREAS, the City intends to continue providing Bicycle and Pedestrian Safety Education and Training to the residents of Seattle as part of the City’s Vision Zero Initiative and Safe Routes to School program; and

WHEREAS, the City has an interest in the District continuing to provide this service directly to residents who fall within the most vulnerable demographic, school age youths between the ages of 6 and 18 through the existing Let’s Go program and future Let’s Go Further program for students in grades 6 through 8, in order to achieve the intended end-state of Vision Zero; and

WHEREAS, the City has an interest in and does provide the service to students with adaptive needs; and

WHEREAS, the cost to the City of hiring the District to provide the services at all public elementary, K-8, and middle school locations within the City of Seattle would be far less than launching a new Bicycle and Pedestrian Safety Education and Training program with SDOT utilizing a non-governmental vendor; and

WHEREAS, the Parties determined a need for improving the program to better serve all participating students through bicycle fleet expansion, an improved assessment approach, and enhanced in-classroom teacher support; and

WHEREAS, the City would benefit in that the existing District program, Let’s Go, and future District program, Let’s Go Further, both meet the intent of both the City’s Vision Zero and Safe Routes to School programs and services improve its ability to reach all of its intended population on an annual basis; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. PURPOSE AND GENERAL PRINCIPLES

1.1 The purpose of this Agreement is to extend a mutually beneficial contractual relationship to continue providing Bicycle and Pedestrian Safety Education and Training to students of public elementary, K-8, and middle schools within the City of Seattle as part of the City's Vision Zero Initiative and Safe Routes to School program. The training will be provided to student by the District utilizing Cascade Bicycle Club Programs Let's Go for elementary age students and Let's Go Further for students in grades 6-8.

2. PROJECT SCOPE

2.1 Training sessions for this project are to be administered to all 3rd, 4th, 5th, 6th, 7th, and 8th grade students, including students with adaptive needs, 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. Curriculum for each grade will need to be incremental and build upon the last.

The Parties will work together to update the assessment methods used to determine and track the direct and indirect outcomes of the program, including, but not limited to, racial equity in access, skill development, and active transportation choices, and others as determined in partnership.

3. CITY RESPONSIBILITIES

3.1 To make timely payments to the District for requested services.

4. PROJECT SCOPE AND SCHEDULE

Let's Go

4.1 Phase 1: Administrative Preparation for Curriculum, Assessment, Data, and Implementation Improvements; and Ongoing Program Implementation

Deliverables for Phase 1 will include:

- 1) Administrative Preparation for Curriculum, Assessment, Implementation and Data Improvement - 11/1/2021
 - a) Hiring for augmented CBC teacher and logistical support positions
 - b) Planning development for Curriculum, Assessment, and Data improvement team
 - c) Selection of bike course design template contractor
- 2) Continued program implementation - 11/1/2021 - 5/1/2022
 - a) Let's Go implementation continues to be scheduled and delivered to SPS elementary schools
 - i) Fleet maintenance
 - ii) Teacher training and support

- iii) Fleet delivery
 - iv) Supply management
 - v) Continued coordination with subcontractor
- 3) Administration for increased operational scope of work - 2/1/2022
- a) Additions to current programming to include:
 - i) Logistics and supply management of larger fleet
 - ii) Additional scheduling capacity
 - iii) Assembly of teacher workgroup for Curriculum, Assessment, and Data improvement team

4.2 Phase 2: Project Development

Deliverables for Phase 2 will include:

- 1) Continued program implementation - 5/1/2022 - 2/1/2023
 - a) Let's Go implementation continues to be scheduled and delivered to SPS elementary schools
 - i) Fleet maintenance
 - ii) Teacher training and support
 - iii) Fleet delivery
 - iv) Supply management
- 2) Bike course design template finalized and handed off to SPS- 5/1/2022
- 3) Coordination of Curriculum, Assessment and Data Improvement team(s) - 8/1/2022
 - a) Staff and teacher workgroup delivers work plan of Curriculum, Assessment, and Data improvements project
- 4) Assembly and delivery of Pedestrian Teaching Kits - 11/1/2022

4.3 Phase 3: Continued Implementation and Improvement Development

Deliverables for Phase 3 will include:

- 1) Continued program implementation - 2/1/2023 - 8/1/2023
 - a) Let's Go implementation continues to be scheduled and delivered to SPS elementary schools
 - i) Fleet maintenance
 - ii) Teacher training and support
 - iii) Fleet delivery
 - iv) Supply management
- 2) Continued coordination of improvement teams - 5/1/2023
 - a) Deliver refined Curriculum, Data, and Assessment
- 3) Administrative management of fleet turnover - 8/1/2023
 - a) Retirement and replacement of 2016 bike fleet
- 4) Implement refined draft of improved Curriculum, Assessment, and Data - 11/1/2023

4.4 Phase 4: Continued Implementation and Improvements Implementation Monitoring
 Deliverables for Phase 4 will include:

- 1) Continue program implementation and maintenance - 2/1/2024 - 8/1/2024
 - a) Let's Go implementation continues to be scheduled and delivered to SPS elementary schools
 - i) Fleet maintenance
 - ii) Teacher training and support
 - iii) Fleet delivery
 - iv) Supply management
- 2) Curriculum, assessment, and data implementation process monitored, feedback gathered and implemented - 2/1/2024 - 5/1/2024
- 3) Improvements report - 8/1/2024
 - a) Report on first full year of implementation of curriculum, assessment and data improvements

4.5 Phase 5: Continued improvement implementation
 Deliverables for Phase 5 will include:

- 1) Continue program implementation and maintenance - 11/1/2024 - 8/1/2025
 - a) Let's Go implementation continues to be scheduled and delivered to SPS elementary schools
 - i) Fleet maintenance
 - ii) Teacher training and support
 - iii) Fleet delivery
 - iv) Supply management
- 2) Monitor second year of implementation of curriculum, assessment, and data improvement projects - 2/1/2025
- 3) Continue improvement implementation and training - 5/1/2025
- 4) End of year data reporting - 8/1/2025

4.6 Phase 6: Continuous Improvement
 Deliverables for Phase 6 will include:

- 1) Continue to implement, refine and improve program - 11/1/2025 - 8/1/2026
- 2) End of year reporting - 8/1/2026

Let's Go Phase Spending Plan			
Date	Phase	Deliverables	Amount

11/1/2021	1	1	\$66,906
		2	
FY 2021 Totals			
\$66,906			
2/1/2022	1	2	\$66,906
		3	
5/1/2022	2	1	\$66,906
		2	
8/1/2022	2	1	\$66,906
		3	
		4	
11/1/2022	2	1	\$52,169
		5	
		6	
FY 2022 Totals			\$252,888
2/1/2023	3	1	\$52,169
		2	
5/1/2023	3	1	\$52,169
		2	
8/1/2023	3	1	\$52,169
		3	
11/1/2023	3	1	\$55,231
		4	
FY 2023 Totals			\$211,738
2/1/2024	4	1	\$55,231
		2	
5/1/2024	4	1	\$55,231
		3	
8/1/2024	4	1	\$55,231

		4	
11/1/2024	5	1	\$52,169
		2	
FY 2024 Totals			\$217,863
2/1/2025	5	1	\$52,169
		3	
5/1/2025	5	1	\$52,169
		4	
8/1/2025	5	1	\$52,169
		5	
11/1/2025	6	1	\$52,169
FY 2025 Totals			\$208,675
2/1/2026	6	1	\$52,169
5/1/2026	6	1	\$52,169
8/1/2026	6	1	\$52,169
FY 2025 Totals			\$156,506
Total Contract Portion			\$1,114,575

Timeline of Key Improvement Projects for Let's Go															
11/2021	2/2022	5/2022	8/2022	11/2022	2/2023	5/2023	8/2023	11/2023	2/2024	5/2024	8/2024	11/2024	2/2025	5/2025	8/2025
Bike course design template															
Pedestrian Curriculum Kits															
Curriculum, Assessment and Data Improvement Development															
Curriculum, Assessment and Data Improvement Implementation															
Continued program implementation - Includes larger fleet and increased scheduling capacity															

Let's Go Further

4.1 Phase 1: Administrative Preparation for Curriculum, Assessment, Data, and Implementation and Pilot Program Stage 1 Implementation

Deliverables for Phase 1 will include:

- 1) Administrative Preparation for Curriculum, Assessment, and Data Creation- 11/1/2021
 - a) Hiring for CBC teacher and logistical support positions
 - b) Planning development for Curriculum, Assessment, and Data improvement team
- 2) Selection and Coordination of Curriculum, Assessment and Data team(s) - 11/1/2022
 - a) Staff and teacher workgroup assembled for Curriculum, Assessment, and Data development for Middle School programming
- 3) First year program implementation - 2/1/2021
 - a) Initial implementation to target 3,000 students
 - b) Receiving schools will be arranged with SPS guidance and coordination
- 4) Administrative preparation for Stage Two implementation - 5/1/2022
 - a) Additions to programming to include:
 - i) Logistics and supply management of larger fleet
 - ii) Additional scheduling capacity

4.2 Phase 2: Project Development

Deliverables for Phase 2 will include:

- 1) Continued Program implementation - 8/1/2022
 - a) Fleet maintenance
 - b) Teacher training and support
 - c) Fleet delivery
 - d) Supply management
 - e) Subcontractor coordination
- 2) Final preparation for Stage Two Implementation - 8/1/2022
- 3) Assembly and delivery of Pedestrian Teaching Kits - 8/1/2022

4.3 Phase 3: Stage Two Implementation

- 1) Begin stage two pilot implementation (expand school delivery and fleet) - 11/1/2022
 - a) Stage 2 implementation to target 8,000 students total
- 2) Continued coordination of Curriculum, Assessment, and Data teams - 11/1/2022
 - a) Curriculum will be monitored for improvements
- 3) Expand teacher and logistical support team - 11/1/2022
 - a) Teacher and logistical support teams expand in proportion to the program implementation expansion
- 4) Continue stage two implementation - 2/1/2023
 - a) Fleet maintenance

- b) Teacher training and support
- c) Fleet delivery
- d) Supply management
- e) Subcontractor coordination
- 5) Administrative preparation for Phase 2 implementation - 5/1/2023
 - a) Additions to current programming to include:
 - i) Logistics and supply management of larger fleet
 - ii) Additional scheduling capacity
- 6) Conclude stage two implementation and prepare for stage three - 8/1/2023
 - a) Review curriculum, assessment and data quality before full district implementation

4.4 Phase 4: Stage Three Implementation

- 1) Begin stage three implementation - 11/1/2023
 - a) Stage three implementation to target 12,000 students
- 2) Expand teacher and logistical support team - 11/1/2023
 - a) Teacher and logistical support teams expand in proportion to the program implementation expansion
- 3) Continue stage three implementation - 2/1/2024
 - a) Fleet maintenance
 - b) Teacher training and support
 - c) Fleet delivery
 - d) Supply management
 - e) Subcontractor coordination
- 4) Curriculum, Assessment, and Data team coordination - 5/1/2024
 - a) Monitor curriculum, assessment and data collection processes while program undergoes stage three implementation
- 5) Conclude stage three and prepare for continuous implementation - 8/1/2024
 - a) Collect all relevant feedback on program performance at conclusion of year three implementation
- 6) Conclude and prepare to implement final curriculum, assessment and data processes - 8/1/2024
 - a) Curriculum, assessment and data processes conclude with completed curriculum and assessment, as well as training and data collection protocols

4.5 Phase 5: Prepare for continuous implementation

- 1) Implement final Curriculum, Assessment, and Data processes - 11/1/2024
 - a) Teacher training for final iteration of curriculum, assessment, and data implementation

- 2) Begin continuous implementation - 11/1/2024
 - a) Full program implementation
- 3) Continuous implementation - 2/1/2025- 5/1/2025
 - a) Fleet maintenance
 - b) Teacher training and support
 - c) Fleet delivery
 - d) Supply management
 - e) Subcontractor coordination
- 4) Conclude first year of continuous implementation - 8/1/2025

4.6 Phase 6: Continuous Improvement

- 1) Continue to implement, refine and improve program - 11/1/2025 - 8/1/2026

Let's Go Further Phase Spending Plan			
Date	Phase	Deliverables	Amount
11/1/2021	1	1	\$30,146
		2	
FY 2021 Totals			
\$30,146			
2/1/2022	1	2	\$30,146
		3	
5/1/2022	1	3	\$30,146
		4	
8/1/2022	2	1	\$30,146
		2	
		3	
11/1/2022	3	1	\$49,404
		2	
		3	
FY 2022 Totals			\$139,842
2/1/2023	3	4	\$49,404
5/1/2023	3	4	\$49,404

		5	
8/1/2023	3	6	\$49,404
11/1/2023	4	1	\$56,963
		2	
		3	
FY 2023 Totals			\$205,175
2/1/2024	4	4	\$56,963
5/1/2024	4	4	\$56,963
		5	
8/1/2024	4	6	\$56,963
		7	
11/1/2024	5	1	\$56,963
		2	
FY 2024 Totals			\$227,850
2/1/2025	5	3	\$56,963
5/1/2025	5	3	\$56,963
8/1/2025	5	4	\$56,963
11/1/2025	6	1	\$56,963
FY 2025 Totals			\$227,850
2/1/2026	6	1	\$56,963
5/1/2026	6	1	\$56,963
8/1/2026	6	1	\$56,963
FY 2025 Totals			\$170,888
Total Contract Portion			\$1,001,750

Timeline of Key Projects for Let's Go Further															
11/2021	2/2022	5/2022	8/2022	11/2022	2/2023	5/2023	8/2023	11/2023	2/2024	5/2024	8/2024	11/2024	2/2025	5/2025	8/2025
Stage one implementation - 3,000 Students															
Curriculum, Assessment and Data Development															
Permanent Pedestrian Curriculum Kits for Schools Receiving Let's Go Further															
		Stage two implementation - 8,000 students													
		Curriculum, Assessment and Data Refinement													
			Stage three implementation - 12,000 students												
				Final Curriculum, Assessment, and Data Implementation											
				Continuous Implementation - 12,000 students											



5. CHANGES AND MODIFICATIONS

5.1 No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement by mutual agreement.

5.2 The City will notify the District of any potential revisions and/or change orders affecting the Agreement Scope of Work, Budget or Schedule. The City will work with the District to resolve and agree upon any such changes. In the event that the Parties cannot reach agreement on revisions or change orders, the City retains the right to authorize revisions or change orders without the District approval.

5.3 The City will notify the District in writing, and/or forward copies of any claims including Notices of Dispute filed by any City Contractor for additional costs or delays resulting from the District – related impacts to other City Project.

6. FINANCIAL COST RESPONSIBILITIES

6.1 SDOT will be responsible for making the following milestone payments to the District upon receipt of invoice based on the Agreement schedule in Section 4 above:

Combined Phase Spending Plan

Let's Go Phase Spending Plan				Let's Go Further Phase Spending Plan			
Date	Phase	Deliverables	Amount	Date	Phase	Deliverables	Amount
11/1/2021	1	1	\$66,906	11/1/2021	1	1	\$30,146
		2					
FY 2021 Totals							
\$66,906	3						
2/1/2022	1	2	\$66,906	FY 2021 Totals			\$30,146

3			2/1/2022	1	2	\$30,146	
5/1/2022	2	1			\$66,906	4	
		2		5/1/2022		1	\$30,146
8/1/2022	2	1	\$66,906		2	2	
		3				1	\$30,146
		4		8/1/2022	2	3	
11/1/2022	2	1	\$52,169			4	
		5				1	\$49,404
		6		11/1/2022	3	2	
FY 2022 Totals			\$252,888			3	
2/1/2023	3	1	\$52,169	FY 2022 Totals			\$139,842
		2		2/1/2023	3	4	\$49,404
5/1/2023	3	1	\$52,169	5/1/2023	3	4	\$49,404
		2				5	
8/1/2023	3	1	\$52,169	8/1/2023	3	6	\$49,404
		3				1	\$56,963
11/1/2023	3	1	\$55,231	11/1/2023	4	2	
		4				3	
FY 2023 Totals			\$211,738	FY 2023 Totals			\$205,175
2/1/2024	4	1	\$55,231	2/1/2024	4	4	\$56,963
		2				4	\$56,963
5/1/2024	4	1	\$55,231	5/1/2024	4	5	
		3		8/1/2024	4	6	\$56,963
8/1/2024	4	1	\$55,231			7	
		4				1	\$56,963
11/1/2024	5	1	\$52,169	11/1/2024	5	2	
		2		FY 2024 Totals			\$227,850
FY 2024 Totals			\$217,863	2/1/2025	5	3	\$56,963
2/1/2025	5	1	\$52,169	5/1/2025	5	3	\$56,963

25		3		8/1/2025	5	4	\$56,963
5/1/2025	5	1	\$52,169	11/1/2025	6	1	\$56,963
		4		FY 2025 Totals			\$227,850
8/1/2025	5	1	\$52,169	2/1/2026	6	1	\$56,963
		5		5/1/2026	6	1	\$56,963
11/1/2025	6	1	\$52,169	8/1/2026	6	1	\$56,963
FY 2025 Totals			\$208,675	FY 2025 Totals			\$170,888
2/1/2026	6	1	\$52,169	Total Contract Portion			\$1,001,750
5/1/2026	6	1	\$52,169	Total Contract			\$2,116,325
8/1/2026	6	1	\$52,169				
FY 2025 Totals							
\$156,506							
Total Contract Portion							
							\$1,114,575

7. PAYMENT AND BILLING

7.1 The City (SDOT) shall pay District based on milestones reached per the Project Schedule identified in Sections 4 and 6 above for a maximum of \$2,116,325.00 for the Project as described in Section 2 of this Agreement. Contingency funds for the project available without amendment to this agreement will not exceed \$ 0.00.

7.2 The District will send milestone invoices with backup documentation detailing locations of services provided, number of participants at each location and applicable charges to the City (SDOT) as requests for reimbursement.

7.3 The District will send all invoices to the address below:

ATTN: ASHLEY RHEAD

**P.O. BOX 34996
SEATTLE, WA 98124-4996**

7.4 The City (SDOT) will pay all invoices within thirty (30) days of the receipt of invoices.

8. ENTIRE AGREEMENT AND AMENDMENTS

8.1 This document contains terms, conditions and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment.

8.2 Except as otherwise provided for in this Agreement, amendments may be made to this Agreement within the previously approved budget or other applicable authority for and on behalf of the City by its Ashley Rhead/Safe Routes to School Coordinator, and for and on behalf of the District by its Lori Dunn/PreK-12 Physical Education and Health Literacy Program Manager and shall be in writing and executed by such duly authorized representative of each party.

9. INDEMNIFICATION AND LEGAL RELATIONS

9.1 It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as result of this Agreement. No employees or agents of the District shall be deemed, or represent themselves to be, employees of the City.

9.2 The District shall comply and shall insure that its contractors comply with all federal, state and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement.

9.3 To the maximum extent permitted by law, each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. The City's obligations under this indemnity provision are subject to having sufficient budget authority at the time the obligations must be fulfilled. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full

and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Each party shall require similar indemnification language in all Agreements with subcontractors entered into in conjunction with this Agreement.

9.4 The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

9.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. Subject to the provision contained herein, The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

9.6 The provisions of this section shall survive any expiration or termination of Agreement.

10. FORCE MAJEURE

10.1 Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions commandeering material, products, or facilities by the federal, state or local government; when satisfactory evidence of such cause is presented to the other party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the party not performing. Upon any force majeure, either party may elect to terminate this Agreement or suspend work upon written notice. In no event should this provision eliminate the need to make any payment to either party to the extent any such payment is required pursuant to this Agreement.

11. TERMINATION

11.1 Either Party may terminate this Agreement for its convenience. Written notice of such termination must be given certified 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.

11.2 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 this sixty days to cure its material breach. If the breaching party fails to cure within

sixty days, the Agreement is immediately terminated. Upon termination, the Parties shall determine final costs and payments to be made by each Party.

11.3 Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of any other provision thereafter.

12. WAIVER OF DEFAULT

12.1 Waiver of any default shall not be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized Parties and attached to the original Agreement.

13. ASSIGNMENT

13.1 This Agreement shall be binding upon the Parties, their successors and permitted assigns; provided, however, that neither Party shall assign any portion of this Agreement without the other's prior written consent which consent shall not be unreasonably withheld, delayed or denied.

14. NO THIRD-PARTY BENEFICIARIES

14.1 Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

15. MUTUAL NEGOTIATION AND CONSTRUCTION

15.1 This Agreement, and each of the terms and provisions hereof, shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

16. ALL TERMS AND CONDITIONS

16.1 This Agreement contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

17. ADVERTISING & PROMOTION

17.1 Neither party will use the other party's name, marks, codes, drawing or specifications in any advertising, press release, promotional effort or publicity of any kind without the other's prior written permission. Further, the Parties agree that any advertising, press release, promotional effort, or publicity of any kind will accurately acknowledge the roles of the City/SDOT, the District, and Cascade Bicycle Club in the programming.

18. NOTICES

18.1 Notices required under this Agreement will be sent to the addresses of the parties stated below in Section 19.1. Notice will be deemed given: (a) on the 1st day after deposit with an overnight courier, charges prepaid; (b) as of the day of receipt, if sent via First Class U.S. Mail, charges prepaid, return receipt requested, and (c) as of the day of receipt, if hand delivered.

19. IDENTIFICATION OF CONTACTS

19.1 The contacts for the administration of this Agreement are as follows:

**SEATTLE PUBLIC SCHOOLS
ATTN: LORI S. DUNN
2445 – 3RD AVE SOUTH
SEATTLE, WA 98124-1165
206-252-0839**

**SEATTLE DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT DIVISION
ASHLEY RHEAD
PO BOX 34996
Seattle, WA 98124-4996
206-684-5124**

19.2 Signature authority for the District will be determined by the agency depending on the level of authority required to authorize expenditures or to accept funds. Signature authority for the City will reside with Jim Curtin/Project Development Division Director.

19.3 Any disputes between the Parties may be elevated to the District's Cashel Toner/Executive Director Curriculum & Instruction Support and the City's Jim Curtin/Project Development Division Director for resolution if such resolution cannot be reached at the lower levels of authority.

20. DURATION AND EXTENSION

20.1 This Agreement shall take effect upon the latest date on which one of the parties executes this Agreement provided, however, that this Agreement applies to costs incurred

and actions taken prior to the “Effective Date” that specifically fall within the terms of this Agreement. This Agreement shall expire August 31, 2026 unless extended by mutual agreement of the Parties.

21. SEVERABILITY

21.1 If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date affixed to their signatures.

CITY OF SEATTLE

By

JIM CURTIN, DIRECTOR OF PROJECT
DEVELOPMENT

DATE

SEATTLE SCHOOL DISTRICT NO. 1

By

BRENT JONES, INTERIM SUPERINTENDENT

DATE

RONALD BOY, SENIOR GENERAL COUNSEL

DATE