

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EDMONDS SCHOOL DISTRICT NO.15  
AND  
CASCADE BICYCLE CLUB

THIS Agreement ("MOU") is entered into by Cascade Bicycle Club, a non-profit entity incorporated under the laws of Washington, hereinafter referred to as ("Cascade"), and Edmonds School District No. 15, hereinafter referred to as (the "District").

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

WHEREAS, all District physical education programs include bicycle and pedestrian safety training programs for students; and

WHEREAS, Cascade will store, transport, and maintain the bicycle fleet; and

WHEREAS, the Edmonds School District has a Move 60! Department which provides a liaison for this partnership

WHEREAS, the District and Cascade enter into this MOU for the purpose of supporting District families, schools and programs.

NOW, THEREFORE, the District and Cascade agree as follows:

**I. Responsibilities:**

**CASCADE**

**A. Management**

1. Cascade shall maintain a record of the bicycles used for this program.
2. Cascade shall provide bicycles and helmets for students to use during the program.

**B. Curriculum**

1. Cascade shall collaborate with District Physical Education specialists to create a bike and pedestrian safety program that meets Washington State Physical Education standards.

**C. Training**

1. Cascade shall develop a training program plus training materials, acceptable to the District, to train teachers so that District teachers can educate students on the bicycle and pedestrian safety program.

2. Cascade shall develop a bicycle use protocol checklist (for example, all bicycle users must wear a helmet).
3. Cascade shall provide training sessions once per year for all District Physical Education teachers.
4. Cascade shall maintain a list of trained teachers and provide that list to the District's Move 60! Department.
5. Cascade shall not deliver bicycles to schools where a teacher has not attended the Cascade training session, or there is not a previously trained Physical Education teacher on site.

**D. Ownership and Insurance**

1. Cascade shall retain ownership of and ensure any new bicycles, trailers or other assets purchased for use in this program with the exception of a middle school bicycle fleet purchased through City of Edmonds Safe Routes to School funding. (See District Responsibilities, Item H).

**E. Storage**

1. Cascade shall store the bicycles in a safe and secure manner when not being used at a District school. The bicycles will be stored in property owned or leased by Cascade in Seattle, Washington.
2. Cascade shall offer and provide to a District school a secure bicycle trailer, when required by site, for storage of bicycles when at a school or on District property. Cascade requires that the trailer be stored in a secure location, which is visible and well-lit, while on District property.

**F. Transportation**

1. Trained Cascade staff or volunteers shall transport the classroom set of bicycles to a school following the master schedule developed by the Cascade and the District. in a timely manner. Cascade shall pick-up the classroom set of bicycles in a timely manner after the school's session is complete.

**G. Minor maintenance**

1. Cascade staff and volunteers shall perform bicycle maintenance on the bicycles. Volunteers shall be trained and supervised by Cascade.
2. Cascade shall maintain in safe working condition a minimum of two classroom sets of bicycles at all times for the elementary program. A classroom set is a minimum of 25 bicycles and a maximum of 30 bicycles. Cascade shall maintain in safe working condition one set of bicycles for the middle school program. A classroom set is a minimum of 25 and a maximum of 30 bicycles for the middle school program. Repairs are done at Cascade's facility or by Cascade staff on site. Cascade shall perform an inspection of all bicycles upon completion of the unit at a school prior to delivery to the next school. Cascade shall perform twice annual safety checks and tune-ups of all bicycles and keep a record of the safety checks.

**H. Schedule**

1. Cascade will deliver bicycles to schools based on the master schedule developed by Cascade and the District. Cascade will manage and communicate changes to the master schedule throughout the year. Schedule for the next academic year

will be formed in the spring of the current academic year by Cascade and the District.

2. Cascade will communicate with Physical Education teacher and site administration prior to delivery of the unit.

## DISTRICT

### **A. Program promotion**

1. The District shall encourage participation in the bicycle and pedestrian safety unit by all elementary, K-8 and middle schools.

### **B. Training**

1. The District shall require that all Physical Education teachers participating in the unit receive the training provided by Cascade.
2. The District shall provide a venue for Cascade to deliver annual trainings to Physical Education teachers and announce the training to all Physical Education teachers.
3. The District, in cooperation with Cascade, will maintain a list of trained Physical Education teachers.

### **C. Master scheduling**

1. The District will invite Physical Education teachers, at the end of the academic year, to schedule the bicycle and pedestrian unit for the following year.

### **D. Reporting of problems**

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

### **E. Use**

1. Only District programs are eligible to use the bicycles under this MOU.
2. All participants in the program shall use program bicycles and wear a helmet.
3. Physical Education teachers shall utilize the Cascade bicycle use checklist protocol as detailed in the bicycle/pedestrian curriculum before the bicycles are used.

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

1. Physical Education teachers shall store all bicycles received under this MOU in a safe and secure manner until Cascade retrieves all bikes and equipment. Teachers may request a secure bicycle transport trailer from Cascade to be left on site to store bicycles and program supplies.
2. The District will be responsible for any damages or vandalism to Cascade bicycle transport trailer(s) or the lost, stolen or damaged Cascade bicycles in excess of \$1000 while in the District's care, custody, and control.

### **G. Access to school grounds**

1. District shall provide access to school grounds to deliver bicycles and/or trailer on the scheduled delivery and pick-up dates.

#### **H. Ownership and Insurance**

1. Bicycles purchased for a middle school program through Safe Routes to School funding will remain property of and be insured by the school district.

#### **II. Cost**

The parties agree that both Cascade and the District will provide the services outlined in the RESPONSIBILITIES section at no cost to the other party.

#### **III. Indemnification/Hold Harmless**

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

#### **IV. Limitation of Liability**

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

#### **V. Duration and Termination**

This MOU shall become effective when signed by the parties and shall terminate on August 31, 2026.

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

the termination notice is received.

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

**VI. Assignment**

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

**VIII. Notices**

All notices and financial reports contemplated or required under this Agreement shall be in writing and delivered by hand or U.S. Mail to the following individuals:

**Cascade:** Lee Lambert, Executive Director  
Cascade Bicycle Club  
7787 62nd Ave NE Seattle,  
WA 98115

**To District:** Chris Cullison, Program Director of Budget  
and Finance Edmonds School District #15  
20420 68th Ave W  
Lynnwood, WA 98036

**IX. Governing Law and Jurisdiction**

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

**X. Non-Waiver**

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

**XI. Integration**

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

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

EDMONDS SCHOOL DISTRICT NO. 15 CASCADE BICYCLE CLUB

BY: DocuSigned by:  
*Chris Cullison*  
27A130AF3E76403  
NAME: Chris Cullison  
DATE: 1/31/2022

BY: DocuSigned by:  
*Lee Lambert*  
C78FB1D33CF04BE...  
NAME: Lee Lambert  
DATE: 1/20/2022