

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COALITION FOR SUSTAINABLE TRANSPORTATION (COAST)
AND
THE SANTA BARBARA UNIFIED SCHOOL DISTRICT**

1. PARTIES: COAST and the Santa Barbara Unified School District

2. STATEMENT OF SERVICE TO BE PROVIDED BY THE AGENCY:

Improve student safety along routes to school and to promote walking, bicycling, and other forms of active transport to school.

1. Education activities that promote safety and awareness, such as:
 - a. Instructing students about pedestrian, bicycle, and personal safety including,
 - i. Safety presentations for K-8 graders
 - ii. Neighborhood safety walks
 - iii. Bike Skills classes
 - iv. Bicycle field trips
 - v. Low-cost helmet distributions
 - vi. No-cost helmet distributions for students and families expressing financial hardship.
 - b. Instructing students about the health and environmental benefits of walking, bicycling, and other forms of active transport to and from school
 2. A certificated SBUSD employee will have a visual of their students at all times.
 3. COAST staff will provide evidence of a negative TB test within the past four years (per education code 49406) and complete a live scan fingerprinting process (per education code 45125.01) if they are with SBUSD students three or more times a month, not at the expense of the SBUSD.
 4. To allow COAST to distribute advertising and/or promotional materials to the school community, the Superintendent or designee shall review and approve all materials to ensure compliance with Board policy 1325. Content must be focused on the COAST program(s) for youth conducted for SBUSD students as established by the Memorandum of Understanding."
2. Encouragement strategies designed to generate interest in active transport to school, such as:
- a. Organizing or facilitating "walking school buses" and/or "bicycle trains" whereby students walk or bike to school in groups escorted by parents/guardians or other volunteers as needed
 - a. Organizing special events and activities, such as Walk or Bike to School Day, International Walk to School Month, or year-round competitions
3. Engineering strategies that address the design, implementation, operation, and maintenance of traffic control devices or physical measures, such as:

- a. Working with local government agencies, parents/guardians, school staff, and others as appropriate to gather data about environmental conditions and hazards along routes to school
 - b. Working with local government agencies to make operational and physical improvements that reduce or eliminate hazards, such as reducing motor vehicle traffic speeds in the area and establishing safer and fully accessible crosswalks, walkways, trails, and bikeways
- 4. Evaluation to assess progress toward program goals, including:
 - a. Gathering and interpreting data
 - b. Presenting data to the Board, program partners, and the public when requested.
 - c. Recommending program modifications, as needed

3. MEMORANDUM OF UNDERSTANDING (MOU) TERM:

The initial term of this Agreement shall be for a term of three (3) year commencing on September 12, 2018 – June 20, 2021.

3.1 TERMINATION

This Agreement may be terminated by either Party at any time by providing at least thirty (30) days written notice to the other Party.

4. COST:

Program will be carried out at no cost to district.

5. INSURANCE

- A. COAST shall maintain, during the entire term of this MOU, comprehensive general liability and comprehensive owned and non-owned automobile insurance. Such insurance shall be in the amount not less than \$1,000,000 per occurrence combined single limit.
- B. COAST shall include the Santa Barbara Unified School District (SBUSD) as additional insured on COAST's general liability and professional liability insurance policies for the entire term of this MOU.

6. INDEMNIFICATION

COAST shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the SBUSD, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter SBUSD and SBUSD Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against SBUSD and/or SBUSD Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, COAST's performance under this MOU, COAST or any acts or errors or omissions by COAST or its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the SBUSD arising out of the negligence or intentional acts.

IN WHITNESS WHEREOF the parties hereto have executed this document as of the day and year last written below.

Signatures:
SANTA BARBARA UNIFIED SCHOOL DISTRICT

Meg Jetté,
Assistant Superintendent of Business Services

Date

COAST

COAST Authorized Signer

Date

Signatures:
SANTA BARBARA UNIFIED SCHOOL DISTRICT

M. Jette
Mag. Jette,
Assistant Superintendent of Business Services

9/11/18
Date

COAST

K. Stahly Zim
COAST Authorized Signer

9/13/18
Date

BERARD Board member: 9/11/18