

Heather
425-918 0900
Carmen
425-359-4499

MEMORANDUM OF UNDERSTANDING
BETWEEN
EVERETT PUBLIC SCHOOLS
AND
EVERETT ROWING ASSOCIATION
AND
GEORGE POCOCK ROWING FOUNDATION
AND
USROWING

THIS Agreement ("MOU") sets the terms of understanding between the George Pocock Rowing Foundation, a non-profit entity incorporated under the laws of Washington, hereinafter referred to as "GPRF", Everett Public Schools, hereinafter referred to as "EPS", Everett Rowing Association, hereinafter referred to as "ERA", and USRowing. This MOU outlines the responsibilities of all parties in the fulfillment of the 2018-2019 Erg Ed Grant Award.

Responsibilities of USRowing:

- 1) Provide EPS with 20 Concept2 indoor rowers, delivered to a mutually agreed upon location, for use in EPS's Erg Ed program. Upon successful completion of the terms of this agreement, the 20 indoor rowers shall become property of EPS.

Responsibilities of GPRF:

- 1) Designate one staff person to serve as the GPRF's primary point of contact for all matters relating to grant compliance and program facilitation.
- 2) Coordinate delivery of 20 Concept2 indoor rowers, provided by USRowing, to a mutually agreed upon location for use in the EPS's Erg Ed program. Upon successful completion of the terms of this agreement, the 20 indoor rowers shall become property of EPS.
- 3) Instruct one four-hour Erg Ed Teacher Training for up to 40 physical education teachers at a designated location in Everett, WA. Participants will receive the Erg Ed curriculum book and gain access to Erg Ed's online classroom for their continued professional development.
- 4) Maintain a list of teachers who have successfully completed Erg Ed Teacher Training and facilitate opportunities for online refresher workshops and training resources.
- 5) Provide remote program support throughout the academic year to ensure the successful development of effective equipment sharing procedures and troubleshoot program logistics, including program evaluation, for all participating schools.
- 6) Produce school-specific and end-year reports based on information collected through anonymous Erg Ed student and teacher surveys.

Responsibilities of EPS

- 1) Designate one individual to serve as the District's Erg Ed Grant Supervisor and be the primary point of contact for all matters relating to grant compliance. The Erg Ed Grant Supervisor will work collaboratively with GPRF staff and ERA's Erg Ed Grant Liaison to coordinate delivery of indoor rowing equipment, develop effective equipment sharing and data-collection procedures, and coordinate Erg Ed Teacher Training.

- 2) Require all PE teachers who choose to participate in the Erg Ed program to successfully complete Erg Ed Teacher Training prior to facilitation of Erg Ed. Upon successful completion of Erg Ed Teacher Training, PE teachers will be authorized to implement the Erg Ed program in accordance with the Erg Ed curriculum and other online teaching resources.
- 3) Facilitate Erg Ed in 4-6 different schools, that serve students in grades 6-12, during the 2018-2019 grant cycle (*only EPS schools and authorized community partners are eligible to use the indoor rowing machines under this MOU*).
- 4) Work with GPRF staff and ERA's Erg Ed Grant Liaison to develop a sustainability plan for Erg Ed beyond the 2018-2019 grant cycle.
- 5) Successfully complete Erg Ed student and teacher surveys at the end of each Erg Ed program for the sake of program improvement and quality assessment.
- 6) Promote opportunities for continued participation in youth rowing.
- 7) Upon successful completion of the Erg Ed grant, maintain ownership of Erg Ed indoor rowers through 2024.
- 8) Perform regular equipment maintenance in accordance with Erg Ed Teacher Training guidelines, including annual safety checks, regular visual inspection of equipment and record keeping of completed maintenance. Report any obvious problems with any indoor rowing machines to ERA upon receipt of indoor rowing machines and throughout the school year. EPS, who owns the ergs upon successful completion of the terms of this agreement, shall not use any indoor rowing machine with obvious deficiencies. If replacement parts are needed, EPS will contact ERA.
- 9) Store all indoor rowing machines received under this MOU in a safe and secure manner when used during the school year. EPS is responsible for any damage or vandalism to indoor rowing machines, excluding wear from normal use, while equipment is on school property.
- 10) Provide compensation to the ERA for storage and transport (unless provided by EPS) of the ergs. EPS agrees to pay all storage and transport costs up to \$3,000 during the life of this agreement, and renegotiated based on storage and transportation needs in any future extension of the agreement.

Responsibilities of ERA

- 1) Designate one individual to serve as ERA's Erg Ed Grant Liaison and primary point of contact for all matters relating to ERA grant compliance. The Erg Ed Grant Liaison will work collaboratively with GPRF staff and the EPS's Erg Ed Grant Supervisor to coordinate delivery of indoor rowing equipment, develop effective equipment sharing and data-collection procedures, and coordinate Erg Ed Teacher Training. In special circumstances, the Erg Ed Grant Liaison and EPS's Erg Ed Grant Supervisor may be filled by the same person.
- 2) Ensure indoor rowing equipment is delivered to EPS for Erg Ed during the 2018-2019 school year. When equipment is not being used by the District, ERA may use the equipment as desired.
- 3) Ensure indoor rowing equipment is in good condition, ready for use by students at EPS for Erg Ed during the 2018-2019 school year.
- 4) Perform regular equipment maintenance in accordance with Erg Ed Teacher Training guidelines, including annual safety checks, regular visual inspection of equipment and record keeping of completed maintenance. Report any obvious problems with any indoor rowing

machines to GPRF upon receipt of indoor rowing machines and throughout the school year. ERA and EPS shall not use any indoor rowing machine with obvious deficiencies. If replacement parts are needed, contact GPRF staff.

- 5) Store all indoor rowing machines received under this MOU in a safe and secure manner during non-school months. ERA is responsible for any damage or vandalism to indoor rowing machines, excluding wear from normal use, while equipment is in ERA's possession.

Funding

EPS agrees to pay a one-time matching funds sum of \$5,000 to GPRF by October 1, 2018.

Indemnification/Hold Harmless

The GPRF, EPS, ERA and USRowing acknowledge that using an indoor rowing machine is a physical activity that may result in personal injury.

The GPRF, EPS, ERA and USRowing shall each defend, indemnify, and hold the other parties, their officers, official employees, and volunteers harmless from any and all claim, injuries, damages, losses or lawsuits, including attorney fees, relating to or arising out of this Agreement to the extent caused by the negligence of such indemnifying party. Each party is responsible for maintaining adequate general liability insurance, in the minimum amount of \$1 million per claim. EPS agrees that the GPRF, ERA and USRowing are not responsible for injuries sustained by students who are injured while using an indoor rowing machine, except to any extent such injuries are a result of their negligence or other wrongful acts or omissions.

Duration and Termination

This MOU shall become effective when signed by all parties and shall terminate on July 15, 2019. Beyond July 15, grant recipients will maintain online access to Erg Ed curriculum and online teaching resources for five years at no additional cost. All parties may terminate this MOU at any time, for any reason, by giving written notice. In such event, the Indemnification/Hold Harmless provisions above will survive the termination of the MOU.

Governing Law and Jurisdiction

The terms, conditions, and performance of the MOU shall be governed by the laws of Washington State. All 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. All parties agree to mediate any dispute under this MOU before a mutually agreed upon mediator before filing a lawsuit.

Non-Waiver

Failure of any 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.

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 of 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.

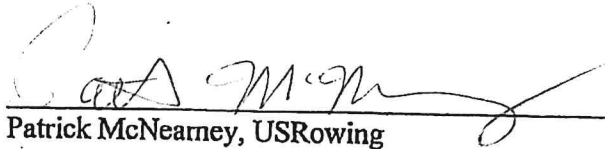
Authorized Signers: This MOU is agreed to and signed by the parties on the date(s) indicated below.

USRowing: Patrick McNearney
USRowing, Chief Executive Officer
2 Wall Street
Princeton, NJ 08540

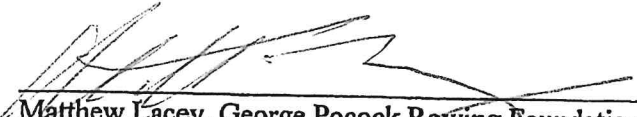
GPRF: Matthew Lacey
GPRF, Executive Director
3320 Fuhrman Avenue East
Seattle, Washington 98102

EPS: Gary Cohn
Everett Public Schools, Superintendent
3900 Broadway
Everett, WA 98201


ERA: Martin Beyer
Everett Rowing Association, Executive Director
300 Smith Island Rd
Everett, WA 98206


Patrick McNearney, USRowing

8/31/18
Date


Matthew Lacey, George Pocock Rowing Foundation

9/1/18
Date


Gary Cohn, Everett Public Schools

7/3/18
Date


Martin Beyer

7/6/18