



Center for Public and Nonprofit Management

**Memorandum of Understanding regarding  
City of Orlando and  
Walking School Bus Central Florida**

This Memorandum of Understanding is between City of Orlando (Public Entity) and the University of Central Florida Board of Trustees, for the benefit of the Center for Public and Nonprofit Management (CPNM)

**I. INTRODUCTION**

CPNM aims to assist in identifying secure walking routes for children transitioning between home and school or between school and after-school programs, and to build the capacity of school districts, cities, counties and others to implement and maintain Walking School Bus programs at elementary and middle schools and at community centers or other locations where after-school programming is offered.

The Walking School Bus program is a statewide program designed to encourage students, Kindergarten through 8th grade, including disabled children, living within a two mile radius of their school or other destination to walk or bicycle to that location rather than be driven. Each Walking School Bus program at a particular school or community center relies on volunteers to walk pre-planned walking routes.

The parties intend to establish Walking School Bus programs at those schools and/or community centers identified on Exhibit A. This MOU establishes the guidelines for collaboration between the CPNM, Public Entity, and each school/community center so identified. For ease of reference, the term "School" used throughout refers to each school or community center, individually, at which the Public Entity agrees to establish a Walking School Bus program

**II. PROGRAM PLANNING AND IMPLEMENTATION OBLIGATIONS**

**A. Mutual Obligations:**

1. The parties agree to work together to foster the formation of healthy communities by encouraging pedestrian powered walking routes for youth.
2. The parties agree to jointly identify and support the reporting requirements of each organization.

**B. During the term of this Agreement, CPNM agrees to:**

1. Support a Walking School Bus program at School by developing capacity for and providing initial support for youth registration, mapping proposed walking routes, and providing

ongoing evaluation of the program. Specifically, CPNM will provide written resources to the Public Entity for the Walking School Bus program(s), including sample forms; will provide training at the initial stages to program volunteers (or provide “train the trainer” sessions, if Public Entity prefers); and will provide guidance to Public Entity in building and sustaining the Walking School Bus Program(s) established by Public Entity.

2. Evaluate the program during or at the end of a pilot period; share program related outcomes and impacts with Public Entity officials.

3. Provide additional resources, supplies, and support, at the discretion of CPNM, if funds become available.

4. Identify a CPNM liaison who will serve as the primary contact for the Public Entity in planning for and implementing the Walking School Bus at School.

C. Public Entity agrees to:

1. Identify a Public Entity liaison who will serve as the primary contact for CPNM with regard to the Walking School Bus program and handle any disciplinary issues with registered after school program participants that arise.

2. Identify background screening requirements for Walking School Bus volunteers and conduct background screening.

3. Promote the Walking School Bus program to youth, parents, and other affiliated groups and solicit volunteers.

4. Assist CPNM in seeking relevant student aggregate data for purposes of implementing and evaluating the program by distributing needed forms to participants.

5. Review proposed walking routes.

6. Allow CPNM staff to conduct evaluation related activities, as part of the Walking School Bus research study, at City recreation facilities during after school program hours.

### **III. MEETINGS AND REPORTING**

To accomplish these objectives, CPNM and Public Entity officials will meet at least once during the planning phase and once during the implementation phase of a Walking School Bus program at School.

### **IV. FINANCIAL RESPONSIBILITIES**

As outlined above, CPNM agrees to assist Public Entity with creating and implementing a Walking School Bus program at School. CPNM will provide guidance and assistance to Public Entity in doing so, at no cost to Public Entity. CPNM will assist Public Entity in administering a Walking School Bus program at School for a pilot period.

**V. INDEMNIFICATION**

The University of Central Florida, including CPNM, assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of University of Central Florida and its officers, employees, servants, and agents thereof while acting within the scope of their agency or employment by University of Central Florida, including CPNM. Public Entity assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Public Entity and its officers, employees, servants, and agents thereof while acting within the scope of their agency or employment by Public Entity. Each party warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

**VI. TERM AND TERMINATION; AMENDMENT**

Either party may terminate this MOU upon written notice to the other party.

This MOU is at-will and may be modified at any time with a written amendment signed by both parties. The MOU will take effect as of the date of the latest signature below and will remain in effect through the 2014-2015 school year, unless otherwise terminated in writing by either party.

**VII. INDEPENDENT CONTRACTOR.**

The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

**VIII. GOVERNING LAW; NO ASSIGNMENT**

This MOU shall be governed by Florida law.

Neither party may assign their rights or obligations under this MOU without the specific written consent of the other party, which may be withheld for any reason.

**IX. NONDISCRIMINATION.**

During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, sexual orientation, disability or veteran or marital status.

Agreed to by:

**CITY OF ORLANDO:**

**UNIVERSITY OF CENTRAL FLORIDA  
for the CENTER FOR NONPROFIT  
MANAGEMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **EXHIBIT A**

### **PARTICIPATING SCHOOLS/COMMUNITY CENTERS**

#### **A. Students walking from Fern Creek Elementary to Colonialtown Neighborhood Center**

Colonialtown Neighborhood Center  
1517 Lake Highland Drive  
Orlando, Florida 32803

Ferncreek Elementary School  
1121 North Ferncreek Avenue  
Orlando Florida 32803

#### **B. Students walking from Washington Shores Elementary to Hankins Park Recreation Site**

Hankins Park Recreation Site  
1340 Lake Park Court  
Orlando, Florida 32805

Washington Shores Elementary  
2500 Bruton Boulevard  
Orlando, Florida 32805