

MEMORANDUM OF AGREEMENT

among the
OGDEN SCHOOL DISTRICT
and the
WEBER COUNTY

WHEREAS, Section 53F-2-401, Utah Code Annotated, makes the Utah State Board of Education (hereafter, the BOARD) and the Weber County (hereafter, CORRECTIONS) directly responsible for the education of persons (hereafter, offenders) who are in the custody of CORRECTIONS, and

WHEREAS, this Section also directs the BOARD to contract with appropriate private or public agencies to obtain educational services for persons in the custody of CORRECTIONS, thereby tying direct service functions more closely to normal community resources in order to improve the potential for successful rehabilitation of offenders,

THEREFORE, the Ogden City School District (hereafter, DISTRICT), and CORRECTIONS enter into this Memorandum of Agreement, which Agreement shall take effect upon ratification by the DISTRICT and CORRECTIONS and will continue in force from **January 1, 2024** through **June 30, 2027**, unless otherwise amended or terminated in accordance with the terms of this Agreement, or as required by law.

I. Responsibilities of the District

The District has direct responsibility for all adult education programs for offenders. In accordance therewith, the District, shall:

- A. Appoint adult education personnel with the responsibility for representing the District in matters relevant to the education of offenders, and for performing such duties as may be required to enable the District to fulfill its responsibilities under this Agreement.
- B. Establish general program standards, policies and guidelines.
- C. Develop program design, implementation, and evaluation, or assist its agent in program design, implementation, and evaluation.
- D. Establish an annual budget for offender programs.

- E. Pay all necessary and responsible costs for the education of offenders as incurred in accordance with an approved program plan and an approved annual budget.
- F. Perform other duties and responsibilities arising under this Agreement or required to operate its offender programs in a manner that is fiscally, administratively, and educationally sound. The program shall be integrated in a responsible and effective manner into the overall rehabilitation program provided under the sponsorship, or with the approval, of other agencies of the State of Utah.
- G. Maintain offender education records in the state-developed management information system (UTOPIA-Utah's Online Performance Information for Adult Education).
- H. Provide student transcripts containing no references to custodial status.
- I. Provide for the awarding of a Utah Adult Education Secondary Diploma or a Utah High School Completion Diploma (GED) for any student completing respective requirements.

II. Responsibilities of CORRECTIONS

CORRECTIONS shall cooperate with the District in the establishment of offender education programs, thus allowing the District to fulfill its statutory requirements. Such cooperation may be defined as:

- A. Designating CORRECTIONS staff member(s) as liaison to the District and assisting in identifying offenders who may be in need of educational programs.
- B. Providing facilities, utilities, and direct security for District programs.
- C. Processing District staff for identifications that will allow access to CORRECTIONS' facilities.
- D. Training District staff in security procedures.
- R. Allowing District staff in the performance of their duties to access areas of controlled movement.
- F. Allowing for classroom and co-educational settings, where prudent.
- G. Providing support to the District for its annual budget preparation for offender educational programs.
- H. Assisting the District in program evaluation.
- I. Making reasonable efforts to encourage offender participation in education and avoid unnecessary conflicts with other programs and activities.

- J. Allowing District staff access to parolees as job assignments warrant (e.g., education transition).
- K. Avoiding movement of offenders involved in the education program unless necessary for security reasons.

III. Personnel Training/Screening/Termination

The District agrees to abide by CORRECTIONS' security procedures for all persons employed by the District to provide services under this Agreement, to wit:

- A. The District shall provide the name, date of birth, social security number, and address of any person being considered for assignment as an employee under this agreement.
- B. CORRECTIONS reserves the right to screen and approve or disapprove the assignment of any District employee to offender education programs.
- C. No person on parole or probation, or otherwise under supervision of CORRECTIONS, may be employed by the District for participation in offender education programs.
- D. The District reserves the right to terminate a District employee if, for security reasons, the employee's CORRECTIONS Contract Staff ID is suspended or rescinded, thus rendering the employee unable to perform assigned duties.

IV. Amendments

Amendments to this Agreement may be proposed by either party at any time. Amendments must be approved in writing by the BOARD, the DISTRICT, and CORRECTIONS. Provisions subject to any proposed amendment shall continue in force until the amendment has been approved by all parties.

V. Termination

This Agreement may be terminated upon ninety (90) days written notice by the parties hereto.

VI. Termination, Removal of Offenders

The District agrees to inform CORRECTIONS of any District-initiated termination or removal of offenders from District programs and submit to CORRECTIONS the reasons for those actions in writing

VII. Other

- A. This Agreement is subject to, shall be governed by, and interpreted under, the laws of the State of Utah and applicable official rules or policies of the BOARD, the District, and CORRECTIONS, provided, that the BOARD, the District, and CORRECTIONS agree that rules or policies which effect a modification of this Agreement shall only be adopted as provided in this Agreement.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when written, reviewed, and duly signed by authorized representatives of the parties hereto.

VIII. Emergencies

The District acknowledges that in the event of an emergency, temporary interruption of services may occur. CORRECTIONS agrees to give prompt notification of such to the District and to re-instate such services as soon as practicable.

IX. Parties

The parties are independent entities and as such, no party shall have authorization, expressed or implied, to bind the other to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the other, except as herein expressly set forth. Person employed by one party and acting under direction of that party shall not be deemed to be employees or agents of the other party

X. Separability Clause

The declaration by any court or other binding legal source that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

XI. Separability Clause

Non-discrimination: Board and Corrections Entity agree that no person shall be subject to unlawful discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin, age, pregnancy, genetics, veteran status, active military status, or disability or any other classification protected by law, in connection with Agreement.

XII. Indemnification

The Board shall be responsible for all damages, costs, losses, and liabilities to persons or property that occurs as a result of the negligence or fault of Board employees in connection with the performance of this contract. Corrections shall be responsible for all damages, costs, losses, and liabilities to persons or property that occurs as a result of the negligence or fault of Corrections in connection with the performance of this Contract. The parties shall indemnify and hold the other party harmless from all claims that arise as a result of the negligence or fault of the party, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101*et.seq.*, including, but not limited to, the liability limits contained therein.

IN WITNESS WHEREOF, the legally authorized representatives of the parties have affixed their signatures:

Signature: OGDEN SCHOOL DISTRICT

By: 

Title: Superintendent

Date: January 22, 2024

Signature: WEBER COUNTY

By: _____

Title: Executive Director

Date: _____