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MEMORANDUM OF UNDERSTANDING (MOU)

Between Ogden School District (OSD)

and

Weber Prosperity Center of Excellence (COE)

April 1, 2023-June 30, 2027

All memoranda of understanding are considered by Ogden School District as a contractual agreement between two or more parties to solidify understanding of expectations, procedures, and the rights of each as they engage in agreed upon actions.

This Memorandum of Understanding (MOU) sets for the terms and understanding between the COE, located at Weber County Commission, 2380 Washington Blvd., Suite 360, Ogden, Utah 84401 and the Ogden School District located at 1950 Monroe Blvd., Ogden, Utah 84401.

I. Purpose:

The COE has piloted, implemented and scaled the Integrated Community Action Now, or ICAN model as an intergenerational poverty mitigation strategy. ICAN is an evidence-based two-generational (2GEN) prevention science approach and intergenerational poverty mitigation. ICAN promotes family economic mobility and family resilience to decrease a child's risk factors (Adverse Child Experiences and Adverse Community Environments) and increase a child's protective factors (Counter ACES or Positive Child Experiences), which will result in outcomes and breaking cycles of IGP - impacts that will last for generations to come. The COE implements ICAN by working directly with parents and children to develop countywide resiliency, access, equity, and community alignment to address the intergenerational poverty cycle. ICAN Resource Integration Coaches (RICs) will case-manage OSD families identified through this partnership. In addition to homeless prevention, decreasing recidivism, and improving adult and child social determinants of health, the COE targets the following educational objectives that specifically align with OSD:

- Childhood Resilience
 - Decrease chronic absenteeism

- Increase math and literacy performance
- Decrease behavior referrals
- Increase social emotional learning opportunities
- Increase parental involvement in children's education
- Increase enrollment in full-day kindergarten
- Access to community-school resources
 - Increase enrollment in after-school programs and Summer Bridge Programs
 - Collaborate with OSD personnel, teachers, McKinney Vinto Coordinators, Community School Coordinators and other transfer of trust partners
 - Increase participation in tutoring opportunities (WSU, Paper 24/7, and other OSD tutoring programs)

ICAN Students will create individualized plans related to the above goals.

II. Confidentiality Obligation:

The COE will maintain, in strict confidence and trust, all OSD Student Information. Student Information will not be shared with any resource or entity that is not specifically described herein.

III. Duties and Obligations under this MOU:

The COE will:

- Use a multi-agency authorization per family directive to authorize the release and collaboration with OSD personnel (Community school coordinators, counselors, principals, teachers, behavioral interventionist, student advocates, special ed, etc.)
- Utilize proper channels to request student data with Equity & Access Supervisor
- Share progress data with the OSD/United Way of Northern Utah (UWNU) Community School Coordinator (CSC) and relevant OSD personnel.
- Meet with OSD representatives monthly to analyze data, identify growth and gaps, and create action steps to increase support for students and families.
- Track student data by having the ICAN Data Specialist gather data through OSD's systems (Panorama, Ovation, and Infinite Campus)
- Give copies of the parent consent forms to Ogden School District annually.
- Have regular leadership meetings to monitor progress and for continuous improvement

Ogden School District will:

- Provide data governance training videos and documentation for ICAN staff.
- Identify one representative from each school to collaborate with the ICAN Resource Integration Coach to align student and family services (CSC, school counselor or other appropriate OSD staff).
- Provide student data including Panorama data (school attendance, grades, social emotional

survey results, and behavior), assessments, homework, interventions, Child Assessment Team (ChAT) information, Ovation (resource distributions, services rendered, referrals, after school participation, and family engagement) and Infinite Campus.

- Meet with COE leadership regularly to analyze data, identify growth and gaps, and create action steps to increase support for students and families.
- Refer families to the Resource Integration Coaches by having parents sign a consent to share contact info directly with COE staff.

IV. Data Sharing Agreement:

The COE and OSD will maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of OSD Student Information. The Resource Integration Coaches will participate in Level 1 & 3 training (administration Level 3) and sign the Data Governance Agreement Form. The Data Specialist will participate in Levels 1, 2 & 3 and sign the appropriate Data Governance forms.

A. Release of Student Information: Head of Households who are served by the COE will sign a data release form authorizing the consent to share the following data: student grades, homework, assessments, attendance, behavior, social emotional, and after-school enrollment/attendance, which also includes a release to work with specific community partners on an individual basis which include YMCA, Boys and Girls Club, UWNU Community School Coordinators, and WSU tutors.

B. Uses of Student Information Data: Student information will be used to track the progress of their individual goals.

C. Security Requirements: In the event of a security breach, the COE and OSD will;

(1) Immediately take action to close the breach; (2) Notify OSD within 24 hours of the COE first knowledge of the breach, the reasons for or cause of the breach actions taken to close the breach, and identify the OSD Student Information compromised by the breach; (3) Return compromised OSD Student Information for review; (4) Provide communications on the breach to be shared to prior review of press releases and any communications to be sent to affected parties; (5) Utilize all legally required, reasonable, and customary measures in working with OSD to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring reviews if necessary given the nature and scope of the disclosure; (6) Provide information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (7) Notify OSD within 24 hours of notice or service on the COE, whichever occurs first, of any lawsuits resulting from, or government investigations of, the COE handling of OSD Student Information of any kind, failure to follow security requirements and/or failure to safeguard OSD Student Information. The COE's compliance with the standards of this provision is subject to verification by OSD personnel or its agent at any time during the term of the Agreement.

The COE will indemnify and hold harmless the OSD School Board from and against any loss claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the COE or any of its officers, directors, employees, agents or representatives of the obligations of the Party/Partner or its Authorized Representatives under this provision.

Notwithstanding the foregoing, the COE does not waive any defenses or limits of liability that may otherwise be available under the Governmental Immunity Act; and the Center maintains all privileges, immunities, and other rights that may be granted by the Governmental Immunity Act.

V. Fiscal Agreement(s): *There is no financial obligation between the two parties.*

VI. Required Cost-Share (Match): There is a partnership agreement between GEARUP Ogden and the COE. Non-federal match will be collected from ICAN for services for GEARUP students and families.

VII. Term, Termination:

Either the COE or OSD may terminate this Agreement for any reason with written notice. The party initiating termination will notify the other parties included in the MOU in writing of intent to terminate and the reasons for this decision and allow ten (10) working days for a written response.

VIII. Duration:

This MOU is at-will and may be modified by mutual consent of authorized officials from the COE and OSD. This MOU shall become effective upon signature by the authorized officials from the COE and OSD and will remain in effect until June 30, 2027, or when modified or terminated by any authorized officials by mutual consent.

IX. Disposition of OSD Student Information Upon Termination of Agreement:

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the COE agrees to promptly deliver to the OSD School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the OSD School Board all data including written documentation that all data has been destroyed. The COE hereby acknowledges and agrees that, solely for purposes of receiving access to OSD Student Information and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the COE and its Authorized Representatives shall be deemed to be school officials of the OSD School Board, and shall maintain OSD data in accordance with all federal, state, and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the COE and its Authorized Representatives regarding the information contained in OSD Student Information shall survive termination of the Agreement.

X. Contact Information:

Jill DeVito | ICAN Contracts Manager, Weber Prosperity Center of Excellence

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Rob Luckau | Interim Deputy Director, Weber Prosperity Center of Excellence

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Monica Gil, Family Engagement Supervisor, Ogden School District

801.737.7317 | 801-645-0872 | gilm@ogdensd.org

Carrie Maxson, Equity & Access Supervisor, Ogden School District

801.737.7364 | 801-430-4759 | maxsonc@ogdensd.org

XI. Signatures:

By signing this document, all parties identified in this MOU have agreed to the terms stated herein.



Chad Carpenter, Assistant Superintendent, OSD

10/5/2023

Date



Ross Luncford, Equity & Access Director, OSD

10-5-23

Date

*Gage Froerer, Chair
Board of County Commissioners of Weber County*

Date

Commissioners' votes:

Commissioner Harvey _____
Commissioner Froerer _____
Commissioner Bolos _____

ATTEST:

*Ricky Hatch, CPA
Weber County Clerk/Auditor*