



Board of Education
Jennifer Zundel, President
Joyce Wilson, Vice President
Amber Allred
Arlene Anderson
Douglas B. Barker
Nancy Blair
Susan Richards

Superintendent Luke D. Rasmussen
Business Administrator Zane K. Woolstenhulme

MEMORANDUM OF UNDERSTANDING (MOU)

Between Ogden School District (OSD)

and

Weber Prosperity Center of Excellence (Center)

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.

A. Parties:

This Memorandum of Understanding (MOU), effective July 1, 2021, sets forth the terms and understanding between the Weber Prosperity Center of Excellence (Center), located at, 2380 Washington Blvd., Suite B040, Ogden, Utah 84401 and the Ogden School District (OSD), located at 1950 Monroe Blvd., Ogden, Utah 84401.

B. Purpose:

The purpose of this MOU is to outline the working relationship between the Center and OSD for data sharing, family referrals, and staff to staff engagements for the educational benefits of co-enrolled children and their families experiencing intergenerational poverty.

C. Background:

Weber Prosperity Center of Excellence (Center) executes the Integrated Community Action Now (ICAN) with partners in the Weber County community. ICAN is specifically designed to help children

exercise the power of self-determination and prevent them from remaining in poverty as they transition into adulthood. The Center implements ICAN through Resource Integration Coaches (RICs) who work with their parents to increase a child's access to advantageous childhood experiences (Counter ACES) while implementing two-generational strategies to increase family resilience. The specific impact of the Center's work on educational indicators include (but are not limited to) the following:

- Educational Indicators
 - Decrease chronic absenteeism
 - Increase math and literacy performance
 - Decrease in school 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
 - Collaborate with Community School Coordinators or lead Counselor (ensure each ICAN child has a specific school-level staff engaged in the child's success and well-being)
 - Increase tutoring opportunities (WSU)

ICAN students will have individualized plans created specific to the goals listed above.

D. Confidentiality Obligation:

The Center 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.

E. Duties and Obligations under this MOU:

The Center will:

- Use a multi-agency authorization per family directive to authorize the release of information and collaboration with OSD personnel (Community school coordinators, counselors, principals, teachers, behavioral interventionist, student advocates, special education, 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.

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 RIC to align student and family services (CSC, GEARUP Specialist, or counselor) including, but not limited to before, during and after school programming.
- 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).
- Meet with RICs monthly to analyze data, identify growth and gaps, and create action steps to increase support for each child and their families.
- Refer families to the RICs by having the parents sign a consent to share contact info with the Center, set up meetings at the school between school staff and an RIC for introductions and/or (least preferred) provide information to the families to follow up for participation in ICAN.

F. Data Sharing Agreement:

The Center and OSD will maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of OSD Student Information. The RICs will participate in Level 1 & 3 training (administration Level 3) and sign the Data Governance Agreement Form.

1. **Release of Student Information:** Head of Households who are served by ICAN 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.
2. **Uses of Student Information Data:** Student information will be used to track the progress of their individual goals.

G. Security Requirements:

In the event of a security breach, The Center and OSD will;

(1) Immediately take action to close the breach; (2) Provide OSD notification within 24 hours of the 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 (6) Provide information, records and witnesses needed to respond to any government investigation into the

1950 Monroe Blvd., Ogden, UT 84401-0619

801-737-7300, www.ogdensd.org

Affirmative Action - Equal Opportunity - ADA Employer

disclosure of such records or litigation concerning the breach; and (7) Notify OSD within 24 hours of notice or service on the Center, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Center handling of OSD Student Information of any kind, failure to follow security requirements and/or failure to safeguard OSD Student Information. The Center'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 Center 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 Center or any of its officers, directors, employees, agents or representatives of the obligations of the Party/Partner or its Authorized Representatives under this provision.

The Center 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.

H. Fiscal Agreement(s):

There is no financial obligation between the two parties.

I. Term, Termination:

Either the Center 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.

J. Duration:

This MOU shall become effective upon signature by the authorized officials from the Center and OSD and will remain in effect until June 30, 2022, or until terminated by any authorized officials by mutual consent. Upon expiration of the term, the parties may renew this MOU in writing for additional terms, which shall expire on June 30 of the year following the renewal.

K. Modification:

This MOU is at-will and may be modified by mutual written consent of authorized officials from the Center and OSD.

L. 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 Center agrees that it promptly shall 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 Center 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 Center 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 Center and its Authorized Representatives regarding the information contained in OSD Student Information shall survive termination of the Agreement.

M. Contact Information:

Melissa Freigang, Director, Weber Prosperity Center of Excellence

801.698.1413 | mfreigang@webercountyutah.gov

Jill DeVito Contracts Supervisor, Weber Prosperity Center of Excellence

801.682.9426 | jdevito@webercountyutah.gov

Sondra Jolovich-Motes, Executive Director, Ogden School District

801.737.7283 | jmotess@ogdensd.org

Carrie Maxson, GEARUP Supervisor, Ogden School District

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

Signature section on the following page.

1950 Monroe Blvd., Ogden, UT 84401-0619

801-737-7300, www.ogdensd.org

Affirmative Action - Equal Opportunity - ADA Employer

N. Signatures:

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



Chad Carpenter, Assistant Superintendent, OSD

8/20/2021

Date



Sondra Jolovich-Motes, Equity & Access Ex. Director, OSD

8/23/21

Date

*James H. "Jim" Harvey, Chair
Board of County Commissioners of Weber County*

Date

Commissioners' votes:

- Commissioner Harvey _____
- Commissioner Froerer _____
- Commissioner Jenkins _____

ATTEST:

*Ricky Hatch, CPA
Weber County Clerk/Auditor*