

MEMORANDUM OF UNDERSTANDING
Salt Lake City School District

This memorandum of understanding (“MOU”) confirms that the programs or services listed below will be provided to the Salt Lake City School District (“District”). Both parties agree to follow the policies and procedures of the District and to abide by all federal and state laws.

Agency/Organization/Individual (“Provider”) E-mail Address

Address Phone

Authorized Representative(s) District Representative(s)

Scope of Work:

JOB/PROGRAM TITLE: _____ **LOCATION:** _____

DATES: _____
Beginning Ending

TIMES: _____
Beginning Ending

FINANCIAL ARRANGEMENTS (e.g. material fees; tuition charges; required minimum number of students; compensation to be paid in weekly, monthly, or one-time allotments; etc):

The District will not withhold any income or FICA taxes from payments to Provider. Provider is solely responsible for paying applicable state, federal and local income taxes.

Upon thirty (30) days written notice delivered to the Provider, this MOU may be terminated in whole or in part at the sole discretion of the District, if the District reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this MOU; or (ii) that a change in available funds affects the District’s ability to pay under this MOU. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the District will reimburse Provider for the services provided until the effective date of said notice. The District will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

RIGHTS AND RESPONSIBILITY OF EACH PARTY (if additional space is necessary, please attach a separate page):

District will:

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Provider will:

- Provider is responsible for expenses and materials necessary to perform services required in the Scope of Work.
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1. SUPERVISION AND CONTROL

Provider is an independent contractor and is not an employee of the District. Provider has sole discretion to determine how, when and where to perform services required to achieve the final result specified in the Scope of Work section.

2. TERMINATION

Either party may terminate this MOU without cause by giving the other party 30 days written notice of its intent to do so. Any such notice shall be hand-delivered or mailed to the representatives identified above.

If Provider creates a safety risk to the students, staff, or visitors of the District, the District may immediately terminate the programs and services provided under this MOU or terminate Providers participation in those programs and services and continue to offer the programs and services with District personnel.

3. NON-EXCLUSIVE

The Provider has a right to perform services for other clients during the term of the contract/MOU.

4. ASSIGNMENT

Provider has the right to use qualified employees or subcontractors to perform some or all of the duties required. The District must approve in advance any subcontractors or employees who will provide significant services.

5. INDEMNIFICATION

The Provider agrees to indemnify and hold the District harmless from and against all liabilities, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and counsel fees, arising from or growing out of any injury or death of any person or persons, whomsoever, or for loss or damage to any property, whatsoever, or any claims of breach of contract regarding claims, representations, and guarantees, resulting directly from participation in this program or service.

6. INSURANCE & BENEFITS

The District's insurance coverage does not extend to Providers; i.e. the District does not provide workman's compensation or unemployment insurance for Provider. Provider is encouraged to obtain proper insurance coverage, including workers' compensation, liability insurance and protective liability insurance as appropriate.

As an independent contractor, Provider is not eligible for and has no claim to medical benefits, vacation pay, sick pay, or other benefits offered by District to employees.

7. BACKGROUND CHECK

The District must perform a nationwide criminal background check and ongoing monitoring for any contractors that will be working at a public school. The Bureau of Criminal Investigation (BCI) fingerprint background check must comply with Utah Code Ann. §53G-11-402. Once the District has reviewed the criminal background check it will determine if the individual is authorized to work with students. The District reserves the right to make case by case determinations, and terminate this MOU based on the results of the criminal background check. No payments will be made to any Provider until the required background check has been performed.

8. TRAINING AND QUALIFICATIONS

Provider ensures that s/he has the necessary qualifications to perform the obligations outlined in the Scope of Work. The District will not provide training to Provider, or employees or subcontractors of Provider.

9. MARKETING/PROMOTIONAL GUIDELINES

Anyone in a position as a Provider shall not in any way advertise or promote his/her program or services in the school setting. School facilities cannot be used for advertising or in the promotion of events sponsored by the Provider except as specifically authorized by the District.

10. NO DRUGS, CONTROLLED SUBSTANCES, ALCOHOL, WEAPONS, DISCRIMINATION OR HARASSMENT

While on school premises, at school related functions, or within 1000 feet of school property, Provider, Provider's employees and subcontractors, if any, must agree and certify to: (a) follow state and federal law and the Board of Education's policies and the district's accompanying administrative procedures regarding drugs, controlled substances, alcohol, and weapons during the performance of this MOU; and (b) comply with state and federal law prohibiting discrimination and harassment during the performance of this MOU.

11. CONFIDENTIALITY

Provider shall treat all student information, student related documentation provided by the District, student, or student's parent/guardian in the strictest confidence and shall not reveal such information to anyone other than the Provider's own employees except as provided for under state and federal law. Provider agrees that it is familiar with the provisions of the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with such provisions and take all measures necessary to protect student data from unauthorized access and/or unauthorized release. In the event that any unauthorized access or release of student data occurs, each Provider agrees to advise the District immediately of such unauthorized access.

12. CHOICE OF LAW

This MOU shall be construed and enforced in accordance with the laws of the State of Utah.

13. RELATIONSHIP AMONG PARTIES

This MOU creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may, from time to time, be provided by written instrument signed by both parties.

Failure of the Provider to comply with the above, or behavior that creates a safety risk to District students or staff, shall be sufficient cause for cancellation of the MOU by the District and immediate termination of services.

Provider

Date

District/Business Administrator

Date

Contract Owner*

Date

*By signing this MOU as the Contract Owner, you are responsible to ensure that the scope of work and performance are not altered in any way which would affect the status of the Provider as an independent contractor. Any such alterations may have financial implications for the program's account or disciplinary actions for you.

4830-8817-3840, v. 1