

MEMORANDUM OF UNDERSTANDING REGARDING THE PUEBLO CITY-COUNTY LIBRARY DISTRICT COLLABORATION WITH PUEBLO SCHOOL DISTRICT 70

This Memorandum of Understanding (this “Agreement”) is made and entered into this May 25th, 2017 between the Pueblo School District 70 (known as PSD70) located at 301 28th Lane, Pueblo, Colorado 81006 and Pueblo City County Library District (known as “PCCLD”) located at 100 E. Abriendo Avenue, Pueblo, Colorado 81004.

Background

WHEREAS, in Spring 2015 the Pueblo City County Library District was contacted by the White House to participate in an initiative called ConnectEd. The goal of the ConnectEd initiative calls upon library directors to work with their school leaders, school librarians, and city officials to provide wider access to the learning resources and books of America’s libraries; and

WHEREAS, Shortly after President Obama announced his ConnectEd in April 2015, PCCLD began a discussion with city and school officials exploring method and commitment to this initiative; and

WHEREAS, More than 60 cities, are participating in the ConnectEd Library Challenge. In addition to the Pueblo City County Library District and the local school districts, this initiative includes partnerships with the Institute of Museum of Library Services (IMLS), the American Library Association (ALA), the Urban Libraries Council (ULC), and the White House; and

WHEREAS, The purpose of the ConnectEd initiative is to develop an infrastructure that will allow students in Pueblo County access to and use of the Library’s physical and digital materials freely, the Library and PSD70 will leverage our collaboration for innovative and cost effective ways to better utilize the library’s resources to serve PSD70 students, their families, and staff; and

History of Relationship

WHEREAS, PCCLD and PSD70 have had an ongoing relationship in the mutual effort to improve the lives of citizens of Pueblo County. In addition to access to books, computers, and online resources; PCCLD has provided opportunities for Early Literacy, STEM exploration, seasonal reading incentives, visiting authors, and much more educational opportunities both inschool outreach and during out of school activities; and

WHEREAS, Both organizations have aligned around a focus on literacy and are committed to creating a community of readers, empowering individuals with free access to information, building a welcoming place where reading, learning, and imagination thrive, maximizing academic achievement and preparing every child to lead a rich and productive life.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:

1. Both PSD70 and PCCLD agree that the services to be provided by PCCLD shall be provided at no cost to PSD70.

2. This term between PSD70 and PCCLD is effective the 25th day of May, 2017 and will remain in effect until either of the parties give 30 day notice of that institution's intent to terminate the agreement.
3. In connection with this Agreement, the Library agrees to the following:
 - A. PCCLD will streamline student access to databases and materials by integrating PSD70 Student ID numbers into PCCLD accounts through the Connect ED initiative, allowing every student in PSD70 instant access to Library databases and materials, to enhance the technology and material access and available to students. Implementation will include training for students and staff of the Library's education resources.
 - B. Work collaboratively with PSD70 to further deepen the partnership between the Library and PSD70.
 - C. Provide PSD70 with data about student participation in annual summer reading program, including student name, grade, and school.
 - D. Establish a data field into the Library's integrated library system ("System") identifying all cards issued to the PSD70 students through the Connect Ed initiative. The PSD70 Student ID number will be stored in the System and used as the User ID, the library card number.
 - E. Work jointly with PSD70 to develop a handout/letter describing the policies/goals of the Connect Ed initiative.
 - F. Work jointly with PSD70 to develop and disseminate external media coverage.
 - G. Provide training related to use of library resources, including but not limited to online resources.
 - H. PCCLD will continue to develop and provide appropriate collections to assist with the overall reading for children and adults in the whole community.
4. In connection with this Agreement, the PSD70 agrees to the following:
 - A. PSD70 will support implementation of the ConnectEd initiative by providing to PCCLD: Student ID number, first and last name, birthdate, address, phone number, email address for each child enrolled in upcoming school year. The database will be updated on September 1st with the initial load of students and thereafter on a weekly basis.
 - B. Provide an option at registration or during record updates for the parent/guardian to opt out of this program, and provide that information to PCCLD so the records may be updated.

- C. In collaboration with PCCLD staff, help to facilitate the introduction of professional development opportunities for PSD70 teachers on an annual basis, surrounding the Connect Ed initiative and other PCCLD projects.
 - D. Distribute policies/goals/awareness to all students and guardians of PSD70.
 - E. Work jointly with PCCLD to develop a handout/letter describing the policy/goals of the card initiative.
 - F. Work jointly with PCCLD to develop and disseminate external media coverage.
5. The parties agree that all student data or information provided by PSD70 is considered confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to students' education records. To the extent that PCCLD has access to any personally identifiable information from students' education records, PCCLD agrees that it shall not use such information except for the legitimate educational purpose of providing services pursuant to this Agreement and that it shall not re-disclose this information to any other party for any other reason. PCCLD's staff agrees to comply with all applicable federal and state regulations governing the student records, including FERPA.
 6. The parties agree that PCCLD supports and complies with the Colorado Library User Records Privacy Act with respect to the confidentiality of library records. All library records relating to a customer's use of PCCLD and its resources are confidential.
 7. Project Coordinator. Ginger Andenucio, Assistant Superintendent is designated as the Project Coordinator for the PSD70. The Project Coordinator shall be the PSD70's representative in connection with the performance of PCCLD under this agreement.
 8. PCCLD Supervisor. Jill Deulen, Director of Technical Services and Collection Development is designated as the Supervisor for the PCCLD. THE PCCLD Supervisor is fully authorized to act on behalf of PCCLD in connection with this Agreement.
 9. Indemnity. PCCLD shall indemnify, protect, defend, and hold PSD70 Board of Education, its members, directors, and employees harmless from and against any and all losses in connection with injury (including death) or damage to any person, property, or business sustained resulting from negligence or willful misconduct of PCCLD, its agents, contractors, employees and licensees. PSD70BE shall indemnify, protect, defend, and hold PSD70 Board of Education, its members, directors, and employees harmless from and against any and all losses in connection with injury (including death) or damage to any person, property, or business sustained resulting from negligence or willful misconduct of PSD70BE, its agents, contractors, employees, and licensees.
 10. Expenses. Any expense related to the provision of services incurred by PCCLD shall be the sole responsibility of PCCLD incurring such costs.

11. Termination for Convenience. In addition to all the other rights which PSD70 or PCCLD may have to cancel this Agreement, each shall have the further right, without assigning any reason therefore, to terminate any work under this Agreement, in whole or in part, at any time at its complete discretion by providing 30 days notice in writing to the other party at the address identified below.
12. No Partnership: The provisions of this Agreement are not intended to create, and shall not be interpreted to create a joint venture, a partnership or any similar relationship between the parties. No officer, manager, director, employee, agent, affiliate or other person associated with one party shall be deemed to be an officer, manager, director, employee, agent, contractor, or subcontractor of the other party by reason of this agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the day of the year first written above.

PUEBLO SCHOOL DISTRICT 70

X

Ted Ortiviz
President, Board of Education

PUEBLO CITY COUNTY LIBRARY DISTRICT

X

Donna Pickman
President, Board of Trustees