

MEMORANDUM OF UNDERSTANDING  
REGARDING  
THE PUEBLO CITY-COUNTY LIBRARY DISTRICT COLLABORATION WITH  
PUEBLO SCHOOL FOR ARTS AND SCIENCES

This Memorandum of Understanding (this “Agreement”) is made and entered into as of the 25<sup>th</sup> day of May, 2017, between Pueblo School for Arts and Sciences (known as PSAS) located at 2415 Jones Avenue, Pueblo, CO 81004 and Pueblo City County Library District (known as PCCLD) located at 100 E. Abriendo Avenue, Pueblo, Colorado 81004.

**Background**

**WHEREAS**, in the Spring of 2015 PCCLD 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 local 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 initiative in April 2015, PCCLD began a discussion with city and school officials exploring a method and commitment to this initiative; and

**WHEREAS**, more than 60 cities are participating in the ConnectEd Library Challenge and, in addition to PCCLD and local school districts and charter schools, the initiative includes partnerships with the Institute of Museum and 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 give PSAS students access to and use of PCCLD’s physical and digital materials freely and leverage the collaboration of PCCLD and PSAS for innovative and cost effective ways to better utilize PCCLD’s resources to serve PSAS students, families, and staff; 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. Services Provided without Cost: Both PSAS and PCCLD agree that the service to be provided by PCCLD shall be provided at no cost to PSAS.
2. Term: This term between PSAS and PCCLD is effective the 25<sup>th</sup> 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. PCCLD's Obligations: In connection with this agreement, PCCLD agrees to the following:
  - A. Streamline student access to databases and materials by integrating PSAS Student ID numbers into PCCLD accounts through the ConnectEd initiative. This will allow every student in PSAS instant access to PCCLD databases and materials. Implementation will include training for students and staff in how to efficiently and effectively access PCCLD's educational resources.
  - B. Work collaboratively with PSAS to further the partnership between PCCLD and PSAS and their common goals.
  - C. Provide PSAS with data about student participation in annual summer reading program, including name and grade.
  - D. Establish a data field into PCCLD's integrated library system (System) and identify all cards issued to the PSAS students through the ConnectEd initiative. The PSAS Student ID number will be stored in the System and used as the User ID and the PCCLD card number.
  - E. Work jointly with PSAS to develop and disseminate external media coverage.
  - F. Work jointly with PSAS to develop a handout/letter describing the policy/goals of the ConnectEd initiative.
  - G. Provide ongoing training related to the use of library resources including, but not limited to, online resources.
  - H. PCCLD will continue to develop and provide appropriate collections to promote reading by children and adults in the whole community.
  
4. PSAS's Obligations: In connection with this Agreement, PSAS agrees to the following:
  - A. Support implementation of the ConnectEd initiative by providing to PCCLD: Student ID number, first and last name, birthdate, address, phone number, and email address of each student enrolled in 2017.
  - 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 that the records may be updated.
  - C. In collaboration with PCCLD staff, help to facilitate the introduction of professional development opportunities for PSAS teachers on an annual basis, surrounding the ConnectEd initiative and other PCCLD projects.
  - D. Distribute information about the ConnectEd initiative to all students and guardians of PSAS.
  - 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. Data Privacy and Security: The parties agree that all student data or student personally identifiable information, as defined herein, provided by PSAS 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. "Student Personally Identifiable Information" means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by PSAS or PCCLD including, but not limited to, a student's name, the name of the student's parent or other family member, the address of the student or a student's family, a personal identifier such as a student's social security number, student number or biometric record, and other indirect student identifiers such as a student's date of birth, place of birth, or mother's maiden name. To the extent that PCCLD has to access any SPII from students education records or otherwise, 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. Confidentiality of PCCLD Users: The parties agree that PCCLD supports and complies with the Colorado Library User Records Privacy Act (C.R.S & 24-90-119, 2015) 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: Brian Repola, Executive Director is designated as the Project Supervisor and Coordinator for PSAS. The project coordinator shall be the PSAS's representative in connection with the performance of PCCLD under this Agreement.
8. PCCLD Supervisor: Jill Deulen, PCCLD Director of Technical Services, is designated as the Project Coordinator and Supervisor for PCCLD. The PCCLD supervisor is full authorized to act on behalf of PCCLD in connection with this Agreement.
9. Expenses: Any expenses related to the provision of services incurred by PCCLD shall be the sole responsibility of PCCLD incurring such costs.
10. Indemnity: To the extent permitted by law but without waiving any of the protections provided by the Colorado Governmental Immunity Act, each party shall indemnify, protect, defend and hold the other, its members, officers, 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 of its agents, contractors, employees and licensees.
11. Termination for Convenience: In addition to all the other rights which PSAS 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 above written.

PUEBLO SCHOOL FOR ARTS AND SCIENCES  
BOARD OF TRUSTEES

X

---

Brian Mater, Board President  
2415 Jones Ave.  
Pueblo, CO 81004

PUEBLO CITY COUNTY LIBRARY DISTRICT  
BOARD OF TRUSTEES

X

---

Donna Pickman, Board President  
100 E. Abriendo Ave.  
Pueblo, CO 81004