

**MEMORANDUM OF UNDERSTANDING
REGARDING
THE PUEBLO CITY-COUNTY LIBRARY DISTRICT COLLABORATION WITH
PUEBLO SCHOOL DISTRICT NO. 60**

This Memorandum of Understanding (this “Agreement”) is made and entered into as of the ___ day of _____, 2016, between Pueblo School District No. 60 (known as “PSD60”) located at 315 W. 11th Street, Pueblo, Colorado 81003 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 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 the local school districts, this 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 Pueblo County students access to and use of PCCLD’s physical and digital materials freely and leverage the collaboration of PCCLD and PSD60 for innovative and cost effective ways to better utilize PCCLD’s resources to serve PSD60 students, families, and staff; and

WHEREAS, PCCLD and the PSD60 have had an ongoing relationship in their mutual effort to improve the lives of the citizens of Pueblo by providing access to books, computers, and online resources; providing opportunities for Early Literacy, STEM exploration, seasonal reading incentives, visiting authors; and many more educational opportunities, both in-school 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. Services Provided without Cost: Both PSD60 and PCCLD agree that the services to be provided by PCCLD shall be provided at no cost to PSD60.
2. Term: Subject to earlier termination as provided herein, the term of this Agreement shall commence as of the date first written above and continue through June 30, 2017.
3. PCCLD's Obligations: In connection with this Agreement, PCCLD agrees to the following:
 - A. Streamline student access to databases and materials by integrating PSD60 Student ID numbers into PCCLD accounts through the ConnectED initiative. This will allow every student in PSD60 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 PSD60 to further the partnership between PCCLD and PSD60 and their common goals.
 - C. Provide PSD60 with data about student participation in annual summer reading program, including student name, grade, and school.
 - D. Establish a data field into PCCLD's integrated library system ("System") and identify all cards issued to the PSD60 students through the ConnectED initiative. The PSD60 Student ID Number will be stored in the System and used as the User ID and the PCCLD card number.
 - E. Work jointly with PSD60 to develop a handout/letter describing the policy/goals of the ConnectED initiative.
 - F. Work jointly with PSD60 to develop and disseminate external media coverage.
 - G. Provide ongoing 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 promote reading by children and adults in the whole community.
4. PSD60's Obligations: In connection with this Agreement, PSD60 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, email address, and parent/guardian of each student enrolled in 2016. The database will be updated bi-annually beginning in July 2016 as new students enroll in the district. For the 2016-2017 school year data shall be provided during October 2016 and February 2017. Beginning October 2016, school year data shall be provided every October and February of each school year.
 - 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 PSD60 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 PSD60.
 - 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 PSD60 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" (hereinafter, PII) 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 PSD60 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 access to any PII 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. For purposes of this Agreement, it is acknowledged that PSD60 shall at all times have direct control over PCCLD with respect to PCCLD's use and maintenance of PII and PCCLD will, at PSD60's written request or upon termination or expiration of this Agreement, promptly return to PSD60 all PII or securely dispose of all PII. At the time of the request or termination of this Agreement, if any student has PCCLD materials that have been borrowed and not yet returned, PCCLD may retain the PII as related to that student and delete that record when the materials are returned or, if not returned, when the matter is otherwise resolved with the student.

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. Confidentiality Compliance: PCCLD's staff will sign a statement in which they agree to keep confidential all PSD60 student record information.
8. Project Coordinator: R. Dalton Sprouse, Director of Communication, is designated as the Project Coordinator for PSD60. The project coordinator shall be the PSD60's representative in connection with the performance of PCCLD under this Agreement.
9. PCCLD Supervisor: Jon Walker, PCCLD Executive Director, is designated as the Project Coordinator and Supervisor for PCCLD. The PCCLD Supervisor is fully authorized to act on behalf of PCCLD in connection with this Agreement.
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. Expenses: Any expenses related to the provision of services incurred by PCCLD shall be the sole responsibility of PCCLD incurring such costs.
12. Termination for Convenience: In addition to all the other rights which PSD60 or PCCLD may have to cancel this Agreement, each shall have the further right, without assigning any reason therefor, to terminate any work under this Agreement, in whole or in part, at any time at its complete discretion by providing thirty (30) days notice in writing to the other party at the address identified below.
13. 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 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 DISTRICT NO. 60
BOARD OF EDUCATION**

By: _____
Phyllis Sanchez, President, Board of Education
Address: 315 W. 11th Street, Pueblo, CO 81003

Approved as to form:

Richard Bump
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: _____

Name: _____

Title: _____

Address: 100 E. Abriendo Avenue, Pueblo, CO 81004

4842-0676-4593, v. 2