

## **1. Introduction**

LIBRARY seeks to create a program in cooperation with the School that makes available a virtual Library card to every SCHOOL student from pre-kindergarten through 12<sup>th</sup> grade. The Student Library Card program, named CARD, will automatically provide a virtual library card to each student, unless that student's parent-guardian elects that his/her/they student opt-out of the program. The card allows for access to all LIBRARY print and digital resources. Each student will receive a unique LIBRARY card number using a mutually agreed upon identifier. All SCHOOL students who participate in the program are expected to adhere to current LIBRARY circulation procedures and policies and will be responsible for any lost or damaged LIBRARY materials. No fines will be assessed on items that are returned late.

## **2. Agreement:**

Library and School enter this Memorandum of Understanding (MOU), effective DATE, whereby SCHOOL will provide LIBRARY with names and identifying information for those students whose parent/guardian has not opted the student out of the program, under the following terms and conditions:

## **3. Purpose:**

- a. To enrich and support school instruction by complementing the resources available through school libraries with access to all LIBRARY print and digital resources.
- b. To reduce barriers potentially associated with registering for library cards, visiting the LIBRARY, and accessing its collection or using its computers.
- c. To support traditional and digital literacy and build a community where reading, learning, and imagination thrive.
- d. To increase literacy and educational success through a comprehensive, strategic, and sustainable collaboration.

## **4. Eligible Participants:**

- a. Any student enrolled in the SCHOOL who has not reached the age of 18 years, or who has reached the age of 18 years but has a legally appointed guardian. Students can possess a physical library card in addition to a virtual student CARD; their physical card will not be replaced by the virtual card, and both can be used. The CARD is not associated with any other library card or account.

**5. Services: The CARD allows students to:**

- a. Borrow a limit of three physical items, excluding items from LIBRARY's "Library of Things" collection and equipment. A student would have to obtain a physical card to check-out "Library of Things" and equipment items, which include, but are not limited to, hotspots, musical instruments and museum/park passes.
- b. Download eBooks, audiobooks, magazines, and music.
- c. Access digital resources such as databases, newspapers, and reference books.
- d. Use the library's public access computers and printing services.
- e. If a student wishes to place holds or receive overdue notices, the student must visit the LIBRARY and provide their email address or phone number.

**6. SCHOOL Obligations:**

- a. For any enrolled District student who has not timely opted-out, the SCHOOL shall electronically provide to the LIBRARY the following information: Name, School, Lunch PIN, and birthdate. This data constitutes "education records" under the Family Educational Rights and Privacy Act (FERPA) and constitutes "Directory Information," the disclosure of which has not been restricted under the terms of FERPA.
- b. Provide an option at registration for the parent/guardian to opt-out of this program and provide that information to the LIBRARY so records may be updated.
- c. The SCHOOL shall update the database list of students (and the information in 4.a.) bi-annually at a mutually agreed time each year, preferably at the beginning of the fall and spring semesters, as new students enroll in the district.
- d. Distribute policies/goals/awareness to all students and parents/guardians in the SCHOOL.
- e. Work jointly with the LIBRARY to develop and disseminate external media coverage.

**7. LIBRARY Obligations:**

- a. The LIBRARY shall provide a virtual CARD to each eligible SCHOOL student.
- b. Establish a data field into the library's integrated library system (ILS) identifying all cards issued to SCHOOL students. The SCHOOL student lunch PIN will serve as the library card number and the student's birthdate will serve as the student's PIN number. The parties can change the unique identifier if mutually agreed upon.
- c. The LIBRARY shall be solely responsible for the collection of fees for lost or damaged materials and shall hold SCHOOL harmless for the same.
- d. Provide handouts/videos/tutorials describing the CARD Student Card Program and its benefits.
- e. Provide the SCHOOL with data about student participation.
- f. Work jointly with the SCHOOL to develop and disseminate external media coverage.
- g. The LIBRARY will provide the SCHOOL with the identity of all third-party vendors used by LIBRARY that have access to student information and shall procure from such vendors confidentiality agreements and deliver such agreements to SCHOOL.

**8. Confidentiality:**

- a. The SCHOOL and the LIBRARY agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of the SCHOOL provided information.
- b. Both parties agree that all information exchanged shall only be used for the purposes intended by this MOU, to limit disclosure of the exchanged information within its own organization to its directors, officers and employees who have a need to know, and to not disclose any information to any third party (whether an individual corporation or other entity) without the express prior written consent of the other Party, except as required by law. Each party shall satisfy its obligations under this Paragraph if it takes affirmative measure to ensure compliance with these confidentiality obligations by its employees and others who are permitted access to or use of the SCHOOL provided information.
- c. The parties agree that all library records relating to a student's use of LIBRARY and its resources are confidential.

**9. Project Coordinators:**

- a. Both parties agree to designate Project Coordinators on behalf of the Student Library Card initiative. The SCHOOL Coordinator shall represent the district in connection with the performance of the SCHOOL under this agreement. The LIBRARY Coordinator shall represent the library in connection with the performance of the LIBRARY under this agreement.

**10. Indemnity:**

- a. The Library shall indemnify, protect, defend, and hold the Liverpool Central School District, its members, officers, directors, and employees harmless from and against any and all losses in connection with injury or damage to any person, property or business sustained or resulting from the negligence or willful misconduct of the Liverpool Public Library, its agents, contractors, employees, and licensees. The School shall indemnify, protect, defend, and hold the Liverpool Public Library, its members, officers, directors, and employees harmless from and against any and all losses in connection with injury or damage to any person, property or business sustained or resulting from the negligence or willful misconduct of the Liverpool Public Library, its agents, contractors, employees, and licensees.

**11. Insurance:**

- a. The parties mutually agree to maintain liability insurance in an amount in excess of XYZ Million Dollars (XYZ) per occurrence, in a form acceptable to counsel for both entities. The SCHOOL shall name the Library as a loss payee, and the Library shall also name the SCHOOL as loss payee.

**12. Costs:**

- a. Any expenses related to the provision of services incurred by the Library shall be the sole responsibility of the Library after incurring such costs. Any expenses of the School shall be the sole responsibility of the School after incurring such costs.

**13. Termination:**

- a. In addition to all the other rights, both the Library and the School shall have the right to terminate this agreement at any time during the pendency of the agreement upon thirty (30) day written notice to the other party.

In Witness Whereof, the parties hereto have duly executed this agreement as of the day and year first above written.

LIBRARY

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

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