

MEMORANDUM OF AGREEMENT REGARDING THE THOMASVILLE CITY SCHOOLS COLLABORATION WITH THE DAVIDSON COUNTY PUBLIC LIBRARY

This Memorandum of Agreement (this "Agreement") is made and entered into this 8th day of January, 2019, between The Thomasville City Board of Education (known as Thomasville City Schools and referred to herein as "TCS") located at 400 Turner Street, Thomasville, NC 27360, and Davidson County Public Library (referred to herein as "the Public Library") located at 602 South Main Street, Lexington, NC 27292.

Background.

In order to develop a comprehensive, strategic and sustainable collaboration that will strengthen both organizations and benefit the community by increasing literacy and educational success, the Public Library and the TCS Schools and Board of Education seeks to build a strong relationship at the administrative level in order to work together more collaboratively and demonstrate measurable impact.

By developing an infrastructure that will allow all TCS students to access and use the Public Library's materials specified by the NC Cardinal StudentAccess project, the Public Library and TCS will leverage our collaboration for innovative and cost-effective ways to better utilize the Public Library's resources to serve TCS students, their families, and staff.

Both TCS and the Public Library understand that such services shall be provided at no cost to TCS.

The term of this Agreement is from the date first written above until the agreement is canceled by either party. Either party may cancel this Agreement upon ninety (90) days written notice to the other party.

Vision of Relationship.

TCS and the Public Library can work together as educational partners, with the Public Library serving as an extension of the classroom—providing students with access to books, computers, reading programs, and dozens of other important educational resources during out-of-school time. Additionally, 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.

The parties enter this Agreement to confirm their agreements regarding these matters.

Agreement.

For and in consideration of the mutual promises set forth in this Agreement, the parties do mutually agree as follows:

Obligations of the Public Library.

In connection with this Agreement, the Public Library agrees to the following:

1. The TCS and Public Library will streamline student access to databases and materials by integrating TCS Student ID numbers and Public Library accounts through this *StudentAccess* initiative, allowing every student in TCS Schools instant access to Library databases and materials.
2. Work collaboratively with TCS to further deepen the partnership between the agencies.

Obligations of TCS.

In connection with this Agreement, the TCS agrees to the following:

1. TCS Schools will support implementation of the *StudentAccess* initiative by providing the Public Library with Student ID Number, first and last name, birthdate, school, grade, address, phone number, and email address of each student enrolled in TCS. This database will be updated quarterly beginning in (date) as new students enroll in the district.
2. In collaboration with the Public Library staff, help to facilitate the introduction of professional development opportunities for TCS teachers surrounding the *StudentAccess* initiative and other Library projects.

Confidentiality.

1. All student data or information provided by TCS shall be considered confidential under this Agreement as well as under the applicable provisions of the Family Educational Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to students' education records. For the purpose of this Memorandum of Agreement, The Thomasville City Schools has designated the Public Library as a "school official" to which the Student ID Number, first and last name, birthdate, school, grade, address, phone number, and email address of each student enrolled in TCS may be released for the sole and exclusive purpose of participation in this program. Additionally, the Thomasville City Schools has previously designated students' name, birthdate, school, grade, address, phone number, and email address as directory information according to FERPA guidelines. To the extent that the Public Library has access to any personally identifiable information from students' education records, the Public Library 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 reason. The Public Library's staff agrees to comply with all applicable federal and state regulations governing the student records, including FERPA.
2. All student data provided is considered confidential under this Agreement as well as under the Family Education Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to student records.
3. Library staff will sign statements in which they agree to keep confidential all TCS student record information.

General Provisions.

1. Project Coordinator. Jennifer Buck, is designated as the Project Coordinator for TCS. The Project Coordinator shall be the TCS representative in connection with the Public Library’s performance under this Agreement.
2. Public Library Supervisors. Ruth Ann Copley, Library Director, and Sarah Hudson, Assistant Library Director, are designated as the Public Library Supervisors. The Public Library Supervisors are fully authorized to act on behalf of the Public Library in connection with this Agreement.
3. Expenses. Any expenses related to the provision of services incurred by the Public Library shall be the sole responsibility of the Public Library incurring such costs.
4. Termination for Convenience. In addition to all of the other rights which TCS and the Public Library may have to cancel this Agreement, TCS or the Public Library 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 ninety (90) days’ notice in writing from one party to the other party.
5. 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 shall be deemed to be an officer, manager, director, employee, agent, contractor or subcontractor of TCS. The Public Library will not have any right, power or authority, express or implied, to bind TCS.
6. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of North Carolina. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State of North Carolina and Davidson County, North Carolina.

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

By:

Name:

Title:

By:

Name:

Title: