

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN RAFAEL CITY SCHOOLS AND THE CITY OF SAN RAFAEL**

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into this 13<sup>th</sup> day of March, 2017, between The San Rafael City Schools (known as SRCS and referred to herein as "SRCS" or "the District") located at 310 Nova Albion Way San Rafael, CA 94903, and the City of San Rafael ("City"), for a collaboration between SRCS and City's Public Library (the "the City Library" or "SRPL"). City and SRCS are sometimes referred to in this MOU individually as a "Party" and collectively as the "Parties."

### **Recitals**

**WHEREAS:** Over the last two years, SRCS staff and SRPL staff have built strong one-on-one relationships working to improve technology and internet access to our shared constituency. The goal of both organizations is to increase literacy and educational success through a comprehensive, strategic and sustainable collaboration. In order to achieve this, the Library and the District seek to build a strong relationship at the administrative level in order to work together more collaboratively and demonstrate measurable impact. SRCS and SRPL would like to develop an infrastructure that will allow SRCS students to easily access and use the San Rafael Public Library's electronic and print resources freely by providing all SRCS students with a San Rafael Library Card. Having and using a library card will help support San Rafael students through college and launch them into a successful career and life with a library card that will always travel with them and provide benefits of life-long learning.

**WHEREAS:** Both SRCS and SRPL understand that such services shall be provided at no cost to SRCS.

**WHEREAS:** SRCS and SRPL have a long history of working together as educational partners, with the Library serving as an extension of the classroom--providing students with access to books, computers, online tutoring, reading programs, technology support and dozens of other important educational resources during out-of-school time.

**WHEREAS:** Additionally, both organizations have aligned around a focus on supporting traditional and digital 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.

**WHEREAS:** SRPL and SRCS desire to collaborate on activities to improve the educational opportunities and outcomes of the children both institutions share. In order to achieve an effective collaboration, SRPL and SRCS need to share information about the children that may otherwise be prohibited from disclosure.

**NOW THEREFORE**, in consideration of the mutual promises set forth hereafter, the parties do mutually agree as follows:

## **Agreement**

### **A. Obligations of City**

The City agrees to the following:

1. City Library staff, using appropriate student information provided by SRCS, will create library cards for all SRCS students at no cost and deliver said cards to SRCS schools.
2. City Library staff will provide and track an opt-out form, in English and Spanish, to be distributed to SRCS student parents, to provide them with the option of not receiving a library card.
3. City Library staff will streamline student access to databases, print and e-resources. Implementation will include City training for SRCS students and staff on the City Library's educational resources as requested by individual schools and teachers. In addition, the City Library staff will work as requested with SRCS staff and teachers to curate and highlight specific digital content, supporting SRCS curriculum goals.
4. City Library staff will work collaboratively with SRCS to further deepen the partnership between the agencies.

### **B. Obligations of SRCS**

The SRCS agrees to the following:

1. SRCS will support implementation of the Library Card Initiative by providing to City Library staff: first and last name, birthdate, school, grade, address, phone number, and email address of each student enrolled in SRCS. This database will be updated annually beginning in August 2017 as new students enroll in the district.
2. In collaboration with City Library staff, SRCS will help to facilitate the introduction of professional development opportunities for SRCS teachers and staff surrounding the educational resources available at SRPL as well as communicating about other City Library projects.
3. SRCS will provide certain directory information to City Library staff as specified in this MOU.
4. SRCS will provide the information specified in this MOU to City in consideration for City's agreement to keep the information confidential as provided in this MOU.

### **C. Confidentiality.**

1. SRCS maintains student records in accordance with all applicable federal and state laws and regulations. Such student records are confidential as provided under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq.
2. California Education Code §§ 49061 and 49073 authorizes SRCS to release certain student records known as "directory information" to certain entities, including governmental agencies; directory information includes student name, address, telephone number, date of birth, email address, major field of study, participation in officially recognized activities and sports, dates of attendance, degrees and awards received, and the most recent previous school attended.
3. The California Public Records Act, at Government Code §§ 6254(j) and 6267 governs the confidentiality of registration and circulation records, and patron use records, in libraries supported by public funds.
4. City and SRCS agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of the SRCS provided information.
5. Both Parties further 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 measures to ensure compliance with these confidentiality obligations by its employees and others who are permitted access to or use of the SRCS provided information.
6. To the extent that City Library staff have access to any personally identifiable information from students' education records, City 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 disclose this information to any other party for any reason, except as required by law. City will comply with all applicable federal and state regulations governing the student records provided to it, including FERPA.
7. The sharing of information by government agencies pursuant to Government Code section 6254.5(e) does not constitute a waiver of the exemption of such information from any future disclosure or from disclosure to any other entity or individual. If the Parties agree that a document is confidential pursuant to the California Public Records Act and subsequently exchange the document, the Parties shall each keep confidential any such document, as permitted under Government Code Section 6254.5(e), except as otherwise required by law. The

Parties shall seek to minimize the personnel that review confidential documents and shall only allow necessary personnel to analyze the documents. For the City, such records may only be shared with City Library staff (including their supervisors), and City Attorneys assigned to the projects (including their supervisors). For the SRCS, such records may only be shared with the people and staff assigned to the project, administrators, and the attorneys and legal staff working on the project.

8. If either of the Parties receives a Public Records Act request seeking a document that has been designated as confidential and exchanged as described herein, the party receiving the request shall notify the other party immediately, and the party receiving the request shall withhold the designated confidential documents from the Public Records Act response, if requested to do so by the other party, and the other party agrees to indemnify the party receiving the request from any expense in defending a Public Records Act lawsuit.

#### **D. General Provisions.**

1. **Project Manager.** SRCS shall name a Project Manager for the SRCS. The Project Manager shall be the SRCS's representative in connection with the SRPL's performance under this Agreement.
2. **City Library Supervisor.** The City Library Director or designee is fully authorized to act on behalf of the City in connection with this Agreement.
3. **Indemnity/Hold Harmless.** Each Party agree to indemnify the other Party and each other's councilmembers, commissioner board members, officers, agents and employees against, and to hold the same free and harmless from, any and all claims, demands, damages, injuries, losses, costs, expenses, actions or liabilities caused by their respective negligence or willful misconduct.
4. **Insurance.** Both parties will maintain and provide evidence of self-insurance for the duration of this Agreement.
5. **Expenses.** Any expenses related to the provision of services incurred by the City Library shall be the sole responsibility of the City. All costs related to the provision of student ID cards will be the sole responsibility of the City.
6. **Term; Termination.** The term of this Agreement shall commence on the date first hereinabove written and shall continue through September 30, 2018, except that this Agreement may be extended by mutual agreement of the parties for an additional period of two (2) years, subject to the written approval of the City Manager. Either Party may terminate this MOU without cause at any time by giving thirty days' prior written notice to the other Party of such termination and specifying the effective termination date.

7. 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.
8. Amendments. Any amendments or modifications to this MOU must be mutually agreed upon by the Parties in writing.
9. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of California. Any action to enforce this Agreement shall be filed in the Superior Court for the County of Marin.
10. Notices. Formal notices, demands, and communications between City and SRCS shall be given by registered or certified mail postage prepaid, return receipt requested, by reputable overnight delivery service, return receipt requested, or by personal delivery, to the offices of City and SRCS as follows:

To: City  
 Library Director  
 City of San Rafael  
 P.O. Box 151560  
 San Rafael, CA 94915

To SRCS:  
 Superintendent  
 San Rafael City Schools  
 310 Nova Albion Way  
 San Rafael, California 94903

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

<b>City of San Rafael</b>	<b>San Rafael City Schools</b>
_____ City Manager	_____ Chair, School Board
Attest: _____ Esther Beirne, City Clerk	_____ Superintendent
Approved as to form:  _____ Robert F. Epstein, City Attorney	Approved as to form:  _____ General Counsel