

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: August 16, 2017

SUBJECT: StudentAccess Project Memorandum of Understanding

PRESENTER: Trina Rushing, Library Director

ATTACHMENTS: StudentAccess Project Memorandum of Understanding

SUMMARY OF REQUEST:

The StudentAccess Project is a partnership between the Henderson County Public Library and Henderson County Public Schools to support students' literacy needs and educational success. Through this project, all Henderson County Public Schools students and teachers will be provided an electronic library card from the Henderson County Library System using their school ID number as their library account number.

This card will provide access to print materials and computers located within the County libraries, as well as access to e-books and online research databases that can be accessed using a library card number while in the classroom, at home, or anywhere with internet access.

Providing every student and teacher with an e-card means that online Library resources can be more easily used to enhance daily student lessons. Via NC Kids Digital Library, elementary teachers will have the opportunity to use Chromebooks and/or tablets to have students simultaneously read the same e-book; thus removing the cost associated with purchasing an entire classroom set of books. Students and teachers at all grade levels will be able to utilize Library purchased online databases to enhance learning, conduct research, and support homework needs.

BOARD ACTION REQUESTED:

The Board is requested to approve the StudentAccess Project Memorandum of Understanding as presented.

SUGGESTED MOTION:

I move that the Board approves the request for approval of the StudentAccess Project Memorandum of Understanding as presented.

MEMORANDUM OF AGREEMENT REGARDING THE HENDERSON COUNTY PUBLIC SCHOOLS COLLABORATION WITH THE HENDERSON COUNTY PUBLIC LIBRARY

This Memorandum of Agreement (this "Agreement") is made and entered into this (date) day of (Month), 2017, between The Henderson County Board of Public Education (known as Henderson County Public Schools and referred to herein as "HCPS") located at 414 4th Avenue West, Hendersonville, NC 28739 and Henderson County Public Library (referred to herein as "the Public Library") located at 301 N. Washington Street, Hendersonville, NC 28739.

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 Henderson County Public 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 HCPS students to access and use the Public Library's materials specified by the NC Cardinal Student *Access* project, the Public Library and HCPS will leverage our collaboration for innovative and cost-effective ways to better utilize the Public Library's resources to serve HCPS students, their families, and staff.

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

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.

Henderson County Public Schools 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 mutually agree to the following:

Obligations of the Public Library.

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

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

Obligations of (Henderson County Public School System).

In connection with this Agreement, the Henderson County Public School System agrees to the following:

1. Henderson County Public 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, guardian, and email address of each student enrolled in HCPS. This database will be updated monthly beginning in September 2017 as new students enroll in the district.

In collaboration with the Public Library staff, help to facilitate the introduction of professional development opportunities for HCPS teachers surrounding the StudentAccess initiative and other Library projects.

Confidentiality.

1. All student data or information provided by HCPS is considered confidential under this Agreement, FERPA, and any other applicable federal or state regulations pertaining to students' education records.
2. The relationship described herein between HCPS and the Public Library falls under the school official exception of the Family Educational Rights and Privacy Act ("FERPA"). The Public Library is a school official with a legitimate education interest, as the Public Library at times needs to review education records, specifically Student IDs, in order to fulfill the Public Library's responsibilities outlined in this Agreement. For this reason, HCPS may provide education records to the Public Library without parental consent.
3. The Public Library shall use education records only for the legitimate educational purpose of providing services pursuant to this Agreement and shall not re-disclose personally identifiable information from education records to other parties for any reason, unless HCPS

provides written authorization for disclosure or the Public Library is otherwise permitted by FERPA.

4. The Public Library and its staff agree to comply with all applicable federal and state regulations governing education records, including FERPA.
5. The Public Library's staff shall sign statements in which they agree to keep confidential all HCPS student information and education records.

The Public Library's maintenance and use of any educational record shared under the terms of this Agreement shall be under the direct control of HCPS.

Criminal Background Checks and The Jessica Lunsford Act.

1. Under North Carolina law, all employers of personnel who have direct interaction with students as part of their job must conduct an annual check of such employees on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry. The Public Library shall conduct this check on an annual basis and report its findings to the HCPS Superintendent.
2. The Henderson County Board of Education prohibits any personnel listed on such registries from having direct interaction with students.

The Public Library shall conduct criminal background checks on each new employee and volunteer. Should the Public Library hire an employee or allow a person to volunteer that has a criminal conviction of a crime, other than a minor traffic offense, and it is expected that this person shall have direct interaction with students, the Public Library shall notify the Superintendent. The Superintendent may request that this employee or volunteer have no interaction with students.

General Provisions.

1. Project Coordinator. Rick Fender, Chief Technology Officer, is designated as the Project Coordinator for HCPS. The Project Coordinator shall be the HCPS representative in connection with the Public Library's performance under this Agreement.
2. Public Library Supervisors. Trina Rushing, Library Director, and Forrest Tate, Library Technology Specialist, 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 the HCPS and the Public Library may have to cancel this Agreement, HCPS 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 HCPS. Neither party will not have any right, power or authority, express or implied, to bind the other party.
6. Indemnification. To the extent provided by law, each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party, including its officers, directors, employees, and agents (each an "Indemnified Party") from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expense and attorneys' fees ("Losses"), to which the Indemnified Party may become subject as a result of any claim, demand, action, or other proceeding by any third party to the extent that such Losses arise from acts occurring on the property of the Indemnifying Party or result from the negligence acts or omissions of the indemnifying party or its employees, volunteers or agents.
7. 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 Henderson 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: