

**Memorandum of  
Understanding and Data  
Sharing Agreement  
Between  
Everett Public Schools  
And  
Everett Public Library for the Student Library Account Project**

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This Memorandum of Understanding (MOU) and Data Sharing Agreement (Agreement) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (Effective Date) by and between Everett Public Schools (the District) and Everett Public Library (EPL).

**I. Purpose**

The purpose of this MOU is to clearly define roles and responsibilities of EPL and the District as they relate to the "Student Library Account" project (Student Account). This agreement also serves as a planning document for the joint project.

**II. Background**

Student Library Accounts are an EPL initiative designed to provide access to and promote the use of public library resources for students enrolled in the District. In partnership with the District, EPL will make available to students and teachers a wide array of both physical and digital library resources: research databases, print materials, downloadable eBooks and other tools. Student ID or lunch numbers will serve as the basis for EPL library account numbers and give students (until completion of high school) consistent, year-round access to physical and digital resources.

This MOU between the District and EPL is meant to facilitate the exchange of specific student data from the District to EPL. This exchange of student data is necessary to enable EPL to provide access to EPL's resources and collections to students attending District schools. For the purpose of this MOU, "student" is defined as any person attending a District school in grades K-12.

This student information will be shared with and utilized by EPL in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (FERPA). Nothing in this MOU may be construed to allow either EPL or the District to maintain, use or share student information in a manner not consistent with FERPA.

This MOU summarizes the focus and intent of the working relationship between EPL and the District and is designed to ensure coordination of efforts to bring public library resources and

services to The District students. It is not intended to limit any additional collaborative activities that EPL and The District may wish to engage in.

### **III. Term**

Effective Date: \_\_\_\_\_, 2024, through August 31, 2027. This agreement may be extended upon the mutual written consent of both parties.

### **IV. Responsibilities of The District**

The District will:

- Allow EPL access to electronic student data and arrange for periodic and regular transfers of such data as deemed appropriate by both parties (See: Description of Data).
- Provide a mechanism for parents to "opt-out" of the sharing of student data.
- Student ID or lunch numbers will serve as the basis for EPL library account numbers and give students (until completion of high school) consistent, year-round access to physical and digital resources.
- The District will not include student records that have been opted-out of the program in data transfers to EPL.
- Allow EPL to engage with the District personnel and students for the purposes of promoting and educating District staff and students about available resources and their use.

### **V. Responsibilities of Everett Public Library**

EPL will:

- Provide access to EPL's physical and digital library resources as outlined in their Student Library Account Policy and agreed to for students enrolled in the District.
- Provide necessary support for District personnel, students and EPL staff to enable and encourage effective use of EPL resources by school staff and students.
- Abide by any restrictions set forth by the District in terms of data sharing.
- Abide by FERPA and maintain the confidentiality of student data released to EPL.

- Allow students with student accounts to request a change to their preferred name upon request. The preferred name will remain on the account until the new data is uploaded. Students will be informed of this possibility.

## VI. Process

- The District will design and administer an “opt-out” procedure for parents.
- The District will transmit limited batch of student data for test purposes.
- EPL will format student identification or lunch numbers to integrate them into EPL patron database.
- EPL will begin uploading agreed upon student data to the EPL patron database at regular intervals.
- The District will provide authorization for EPL to work with the Washington School Information Processing Cooperative (WSIPC) and/or other third parties. EPL will work directly with that third party to set up an integration between the District and EPL.

## VII. Description of Data

- A. Data Set: Data shared by the parties under this MOU shall be limited to the data elements specifically defined and authorized by the parties as follows:

Data Set	Population	Source	Frequency
Student Full Name	Grades K-12 Students	The District	Daily
Student Date of Birth	Grades K-12 Students	The District	Daily
Student ID/Lunch #	Grades K-12 Students	The District	Daily
Student email	Grades K-12 Students	The District	Daily
Student Grade Level	Grades K-12 Students	The District	Daily

- B. Student data will be transmitted to EPL in a CVS Files secure FTP file format.

### **VIII. Data Set Creation, Delivery and Frequency**

The District or designee will transmit a .TRN data file to a secure site for upload to EPL's database. The District agrees to provide the data daily, with specific timing of updates to be negotiated between designated representatives of the District and EPL.

### **IX. Permissible Data Use and Sharing Under this Agreement**

Data will be used solely for the following purposes:

- For inclusion in EPL's library patron database which is used to allow students to access physical and digital library resources.
- For holds notification.
- For communications of library events, programs, and resources.
- For program evaluation purposes.

Student users of the service will have the ability to access and independently update the data on their library account. Data students can change includes, but may not be limited to home mailing address, parent/guardian email address, and account password. This change in data will not be passed back to the school district and will only be maintained by the library.

### **X. Ownership of Data**

All data shared as part of this agreement will remain the property of the District. This MOU represents and warrants that the data covered under this agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as: (a) specified herein, (b) approved in an executed Data Sharing Agreement, or (c) as required by law.

### **XI. Custodial Responsibility and Data Stewardship**

- A. EPL agrees not to use the data for any purposes other than for those specified in this agreement. In addition, EPL agrees to fully cooperate with the District in the event that an adult individual or the parent or guardian of a child under 18 years old requests the opportunity to review his/her personally identifiable information disclosed to EPL by the District or wishes to revoke consent to share data with EPL.
- B. For the purposes of this Agreement and ensuring the parties' compliance with the terms of this Agreement and all applicable state and federal laws, the parties designate EPL as the



custodian of their patron database. EPL will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements to prevent unauthorized use of student data as specified in this agreement.

- C. While EPL will make its best efforts to facilitate the secure transmission of data between the parties, EPL is not responsible for ensuring the internal or network security of any party for breaches of security occurring prior to the confirmed receipt of or access to data.
- D. EPL and the District will inform each other, in writing, of the staff member(s) assigned to each role, as well as changes in staffing for these roles. EPL and the District agree that roles specified below may be performed by multiple staff members.

## XII. Roles

EPL and the District agree to provide appropriate staff support to execute their data stewardship, data management, and custodial responsibilities under this agreement.

- A. The following person(s) will serve as primary contact(s) at the District and EPL for matters relating to the transfer and management of data:

EPL	The District
Joyce Peter: <a href="mailto:jpeter@everettwa.gov">jpeter@everettwa.gov</a> Chaz Rollins: <a href="mailto:crollins@everettwa.gov">crollins@everettwa.gov</a>	Senja Yakovleff: <a href="mailto:syakovleff@everettsd.org">syakovleff@everettsd.org</a>

- B. The following person(s) will serve as primary contact(s) at the District and EPL for matters relating to the administration of this agreement:

EPL	The District
Abigail Cooley: <a href="mailto:acooley@everettwa.gov">acooley@everettwa.gov</a> Emily Dagg: <a href="mailto:edagg@everettwa.gov">edagg@everettwa.gov</a>	Michele Waddel <a href="mailto:mwaddel@everettsd.org">mwaddel@everettsd.org</a>

## XIII. Termination of this Agreement

This Agreement may be terminated at any time by either party with sixty (60) days written notice.

## XIV. Indemnification

To the extent allowable by law, EPL agrees to protect, defend, indemnify and hold the District, its officers, agents, and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent that such claims or losses arise or result from EPL's sole negligent performance or willful misconduct under this MOU.

To the extent allowable by law, the District agrees to protect, defend, indemnify and hold EPL, its officers, agents, and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent that such claims or losses arise or result from the District's sole negligent performance or willful misconduct under this MOU.

#### **XV. Severability**

If any term or condition of this MOU and Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of the MOU and Agreement which can be given effect without the invalid term, condition, or application and, to this end, the terms and conditions of this MOU and Agreement are declared severable.

#### **XVI. Changes to MOU/Agreement**

Changes to this MOU and Agreement approved in writing by EPL and the District will be deemed part of this MOU and Agreement and subject to all provisions.

#### **XVII. Governing Law and Venue**

This MOU and Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this MOU and Agreement shall be conducted in Snohomish County, Washington.

#### **XVIII. Entire Agreement**

The parties agree that this Agreement, together with all appendices, if any, constitute the entire Agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by both parties.

#### **XIX. Opportunity Without Discrimination**

EPL and the District agree to comply with all applicable state and federal rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, sex, marital status, or the presence of any sensory, mental, or physical disability. Inquiries or complaints regarding compliance may be directed to EPL or the District.

#### **XXI. Authority**

The terms and conditions of this MOU and Agreement to which the parties agree are being entered into by and through appropriate protocols of both agencies, and the person signing below warrants that he or she has the authority to enter into such Agreement on behalf of the Agency.

**Library:**

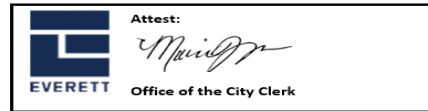
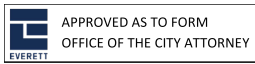
**Everett Public Library**  
City of Everett

By: 

07/10/2024

Cassie Franklin, Mayor

Date



**The District:**

By: 

7/2/2024

Dr. Ian B. Saltzman, Superintendent

Date












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Final Audit Report


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