

Memorandum of Understanding

Between

Santa Barbara Public Library

And

Santa Barbara Unified School District

May 9, 2019

This memorandum of understanding between Santa Barbara Public Library (SBPL) and Santa Barbara Unified School District (SBUSD), collectively, "Parties," stipulates that the parties agree to the following regarding the use of student identification cards as public library cards for the purpose of assisting District students with access to SBPL resources. This program will provide opportunities for SBPL staff to support students in their achievements by assisting them with increased literacy skills, access to multi-learning resources in all academic subject areas.

This MOU will allow District students to automatically receive access to SBPL resources regardless of age by using their student identification card number once a opt in form is signed. SBPL student's parents or guardians will be agreeing to allow the students to use their student identification cards at the time of registration. SBPL and SBUSD will collaboratively develop and implement an annual parent opt-in process.

SBUSD will provide SBPL with student identification numbers, names, addresses, and birthdates on an agreed upon time line. Both SBUSD and SBPL acknowledge that certain material or information regarding students may consist of confidential records subject to the federal Family Educational Rights and Privacy Act or other privacy laws. The SBPL agrees to hold all information in confidence and only used in performance of the MOU.

In partnership with SBPL, SBUSD will identify pre-and post-measures to determine progress towards achieving the District goals. SBUSD will provide opportunities for SBPL to meet with teachers, students, and parents to educate them about library resources.

To the full extent permitted by law, SBUSD and SBPL shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with

each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

Further, the Parties accept responsibility for determining and approving the character and fitness of their employees (including volunteers, agents or representatives) to provide the services required under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, the Parties shall hold each other and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or the Parties' actions in this regard.

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