

# MEMORANDUM OF AGREEMENT REGARDING THE SAVANNAH CHATHAM COUNTY PUBLIC SCHOOLS COLLABORATION WITH LIVE OAK PUBLIC LIBRARIES

This Memorandum of Agreement (this "Agreement") is made and entered into this 30th day of September, 2019, between The Savannah Chatham County Public Board of Education (known as Schools and referred to herein as "SCCPSS"), located at 208 Bull Street, Savannah, GA 31401 and the Live Oak Public Libraries (LOPL) located at 2002 Bull Street, Savannah, GA 31401, with data administered by the Public Information Network for Electronic Services (PINES).

## **Background.**

Over the last few years, SCCPSS staff and LOPL staff have built strong 1-on-1 relationships at the school and organizational level. In order to continue to develop a comprehensive, strategic and sustainable collaboration that will strengthen both organizations and benefit the community by increasing literacy and educational success, SCCPSS and LOPL seek to strengthen the relationships that already exist and 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 SCCPSS students to access and use LOPL's materials and resources freely, SCCPSS and LOPL will leverage our collaboration for innovative and cost-effective ways to better utilize LOPLs resources to serve SCCPSS students, their families, and staff. The system that will track usage is PINES, Georgia's statewide network linking public libraries with customer and collection data, with access to approximately 11 million items in public libraries

Both LOPL and SCCPSS understand that such services shall be provided on a budget neutral basis for both agencies.

The term of this Agreement is from the date first written above through May 10, 2025.

## **History of Relationship.**

LOPL and SCCPSS have a long history of working together as educational partners, with LOPL serving as an extension of the classroom-providing students with access to books, computers, free tutoring, 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, 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 Live Oak Public Libraries

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

1. LOPL will streamline student access to databases and materials by integrating SCCPSS Student ID numbers and LOPL/PINES Library accounts through the One Team, One Number initiative, allowing every student in Savannah Chatham County Public Schools instant access to LOPL databases and materials, which is especially timely in light of the SCCPSS goal of increasing I-to-I technology for students. Implementation will include training for students and staff on LOPL's educational resources. In addition, LOPL will curate specific digital content to support SCCPSS curriculum goals. This database will be updated at a minimum monthly beginning in February 2020 as new students enroll in the district.
2. Work collaboratively with SCCPSS to further deepen the partnership between the agencies.
3. Provide SCCPSS with data about elementary school student participation in LOPL's annual summer reading program, including student name, and student identification number (Identification number originally provided by SCCPSS).
4. LOPL will streamline SCCPSS staff access to resources by uploading SCCPSS employee information into PINES, the LOPL library services platform. LOPL will provide access to e-resources via these accounts.

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

1. SCCPSS will support implementation of the One Team, One Number initiative by providing to LOPL: (a) student ID number, first and last name, birth date, school, grade, address, phone number, and email address of each student's parent enrolled in SCCPSS; and (b) the addition of integrated teacher access on two levels:
  - a. SCCPSS will provide employee ID number, name, and email address for each staff member for creation of accounts with access to LOPL e-resources.
  - b. In collaboration with LOPL staff, help to facilitate the introduction of professional development opportunities for SCCPSS teachers, students, and parents surrounding the One Team, One Number initiative.
- c. Provide LOPL with aggregated data for the following:
  - a. Aggregated Reading measures to assist with determining the impact of the LOPL Summer Reading Program by grade levels 2 through 5, disaggregated by students who signed up, completed the program, and non-participants.
  - b. The measures will be based on NWEA MAP Middle of Year (MOY) scores, prior to students entering the program and Beginning of Year (BOY) scores after the completion of the Summer Reading Program.
  - c. Grade level data with student numbers less than 10 shall not be provided.
- d. In collaboration with LOPL staff and through the SCCPSS Office of Accountability, Assessment, and Reporting Services provide student performance data to help determine the success of One Team, One Number initiative.

### **Confidentiality.**

1. All student data or information provided by SCCPSS is considered confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to student education records. To the extent that LOPL has access to any personally identifiable information from student education records, LOPL 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. LOPL 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 FERPA, and any other federal or state regulations pertaining to student records.

3. LOPL staff will maintain confidentiality of all SCCPSS student record information as covered by O.C.G.A. § 24-12-30. Confidential nature of library records (a) Circulation and similar records of a library which identify the user of library materials shall not be public records but shall be confidential and shall not be disclosed except: (1) To members of the library staff in the ordinary course of business; (2) Upon written consent of the user of the library materials or the user's parents or guardian if the user is a minor or ward; or (3) Upon appropriate court order or subpoena. (b) Any disclosure authorized by subsection (a) of this Code section or any unauthorized disclosure of materials made confidential by subsection (a) of this Code section shall not in any way destroy the confidential nature of that material, except for the purpose for which an authorized disclosure is made. A person disclosing material as authorized by subsection (a) of this Code section shall not be liable therefore.

### **General Provisions.**

1. Project Coordinator. Instructional Technology and Media Services Program Manager is designated as the Project Coordinator for SCCPSS. The Project Coordinator shall be the SCCPSS representative in connection with performance under this Agreement.
2. LOPL Supervisor. Director of Community Engagement is designated as the LOPL Supervisor for LOPL. The LOPL Supervisor is fully authorized to act on behalf of LOPL in connection with this Agreement.
3. Expenses. Any expenses related to the provision of services incurred by SCCPSS shall be the sole responsibility of SCCPSS incurring such costs.
4. Term and Termination. The term of this Agreement shall run from the date of execution of this Agreement through May 10, 2025. Upon expiration, this Agreement may be renewed upon mutual agreement for a five-year term, unless this Agreement is sooner terminated (a) by either party without cause upon giving the other party at least sixty (60) days prior written notice of termination, or (b) upon sixty (60) days written notice following the commission of any material breach of this Agreement that remains uncured during the notice period. In addition to all of the other rights which the parties may have to cancel this Agreement, LOPL 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 ten (10) days notice in writing from LOPL to SCCPSS.

5. **Clearance and Access for LOPL Employees at SCCPSS School Sites.** SCCPSS Regulation IFCD-R(1) establishes certain formal protections and background check requirements for volunteers who access SCCPSS school sites and interact with SCCPSS students on those sites. LOPL expressly agrees that its employees will be subject to equivalent standards, protocols and limitations as those that apply to volunteers under Regulation IFCD-R(1). Any LOPL employee accessing at SCCPSS school site is subject to the authority of the SCCPSS site supervisor (i.e. principal) and is subject to removal from SCCPSS property at the discretion of any SCCPSS officials and/or other law enforcement officials. Under this agreement, LOPL's employee will not have any direct unsupervised interaction with students. If at any time this is required, LOPL's employee will follow the school district's volunteer registration and background check process.
6. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. 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 Georgia and Chatham County, Georgia.

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

**SAVANNAH CHATHAM COUNTY PUBLIC SCHOOL SYSTEM (SCCPSS)**

**Signature:** \_\_\_\_\_  
**M. Ann Levett, Ed.D., Superintendent of Schools**

\_\_\_\_\_  
Date

**LIVE OAK PUBLIC LIBRARIES (LOPL)**

**Signature:** \_\_\_\_\_  
**David Singleton, Library Executive Director**

\_\_\_\_\_  
Date