

**MEMORANDUM OF AGREEMENT
REGARDING
THE GLYNN COUNTY SCHOOL SYSTEM
COLLABORATION WITH
THE MARSHES OF GLYNN LIBRARIES**

This Memorandum of Agreement (this "Agreement") is made as of the _____ day of _____, 2020, by and between the Glynn County School System ("GCSS") and the Marshes of Glynn Libraries ("MOGL"), with data administered by the Public Information Network for Electronic Services ("PINES").

WITNESSETH:

WHEREAS, GCSS and MOGL have built a strong relationship of collaboration to support student success; and

WHEREAS, GCSS and MOGL seek to strengthen the relationship that already exists by developing an infrastructure that will allow all GCSS students to access and use MOGL's materials and resources freely; and

WHEREAS, 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; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged and for other good and valuable consideration, it is agreed as follows:

Section I. Background and Scope of Work.

The purpose of this Agreement is to provide every student in GCSS with public library card access provided by MOGL. To this end, the parties agree to undertake the following:

1. GCSS will provide MOGL with the following for every student enrolled in GCSS: student ID number, first and last name, birth date, school, grade, address, phone number, and parent email address.
2. MOGL will integrate GCSS Student ID numbers with MOGL/PINES Library accounts to allow every student enrolled in GCSS instant access to MOGL databases and material. Implementation will include training for students and staff on MOGL's educational resources.

Section II. Term of Agreement.

This agreement shall commence on _____, 2020 and terminate on June 30, 2025.

Section II. Confidentiality.

All student data and information provided to MOGL by GCSS under this Agreement will be considered confidential for the purposes of this Agreement. MOGL agrees to use the student information obtained

under this Agreement only for the legitimate educational purpose of providing services pursuant to this Agreement and shall not re-disclose this information to any other party for any reason, to the extent permitted by law. MOGL agrees to maintain all confidential GCSS student record information in accordance with the provisions of O.C.G.A. §24-12-30, which governs the maintenance and use of confidential library records. MOGL further agrees to comply with all other applicable federal and state laws and regulations governing student records, including the Family Educational Rights and Privacy Act (FERPA).

Section III. Compensation and Expenditures.

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

Section IV. Termination of Agreement.

This Agreement may be renewed upon mutual agreement for an additional five-year term, unless this Agreement is sooner terminated (a) by either party without cause upon giving the other party at least thirty (30) days prior written notice of termination, or (b) upon thirty (30) days written notice following the commission of any material breach of this Agreement that remains uncured during the notice period.

Section V. Modification of Agreement.

No modification or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties hereto or their legal representatives and specifically reference this Agreement.

Section VI. Other Applicable Laws.

The validity, construction and effect of this Agreement shall be governed by and construed and enforced as if the Agreement were made for performance entirely within the State of Georgia and the County of Glynn. Both parties consent to jurisdiction and venue in the state and federal courts in Glynn County, Georgia.

Section VII. Notices

All notices under this Agreement shall be deemed duly given, upon delivery, if delivered by hand, or three days after posting, if sent by Registered or Certified Mail, to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto.

Marshes of Glynn Libraries
ATTN: Student Public Library Card
208 Gloucester St
Brunswick, GA 31520

Glynn County School System
ATTN: Student Public Library Card
1313 Egmont Street
Brunswick, GA 31520

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement:

Marshes of Glynn Libraries:

Glynn County School System:

By: _____

By: _____

Address: 208 Gloucester Street
Brunswick, GA 31520

Address: 1313 Egmont Street
Brunswick, GA 31520