

MEMORANDUM OF AGREEMENT
REGARDING A STUDENT ACCOUNT PARTNERSHIP BETWEEN
THE NORTSHORE SCHOOL DISTRICT #417 AND THE KING COUNTY LIBRARY SYSTEM (KCLS)

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into between the NORTSHORE SCHOOL DISTRICT #417 and the KING COUNTY LIBRARY SYSTEM (hereinafter referred to as "KCLS").

1. Purpose.

The purpose of this agreement is to clearly define the roles and responsibilities of KCLS and NORTSHORE SCHOOL DISTRICT as they relate to the Student Accounts program. This agreement also serves as a planning document for the joint project.

2. Background

Student Accounts are a KCLS initiative designed to increase student and teacher access to, and use of, KCLS' downloadable and online resources by creating KCLS Student Accounts that start with a District's three character or digit code followed by each students' ID number. In addition, the Student Accounts program aims to:

- Build experience and expertise utilizing library resources that serve students while in school and extended beyond high school for life.
- Aid teachers in utilizing KCLS' online resources to complement curriculum in their classroom.

This MOA summarizes the focus and intent of the working relationship between KCLS and NORTSHORE SCHOOL DISTRICT and is designed to ensure coordination of efforts to bring KCLS' online resources to all and NORTSHORE SCHOOL DISTRICT students. It is not intended to limit any additional collaborative activities that KCLS or and NORTSHORE SCHOOL DISTRICT may engage in.

3. Scope of Agreement.

This agreement will facilitate the creation of Student Accounts by the King County Library System (KCLS), so that each student enrolled in any NORTSHORE SCHOOL DISTRICT location will have streamlined access KCLS' downloadable and online resources, including but not limited to eBooks, downloadable audiobooks, databases, online homework help, digital newspapers and magazines, and online videos.

4. Duration of the Agreement.

This agreement may be updated at any time through written agreement of each party and will be in effect until terminated by either party with thirty (30) days written notice.

5. Description of Data

To facilitate access to these downloadable and online resources, NORTSHORE SCHOOL DISTRICT will make the necessary student information available to KCLS on a weekly or monthly basis. The data elements are:

- First Name
- Last Name
- Date of Birth
- Student ID Number

Districts will transmit data to KCLS in a comma separated values (CSV) file via a secure FTP site on a weekly or monthly basis, depending on the size of the institution.

6. Teacher Accounts

KCLS offers Teacher Accounts so that school staff also have access to our downloadable and online resources. NORTHSHORE SCHOOL DISTRICT will determine which staff are eligible for teacher accounts and supply the necessary employee information to KCLS on a weekly or monthly basis. The data elements for teacher accounts are:

- First Name
- Last Name
- Date of Birth
- Employee ID Number

7. Confidentiality.

All student data or information provided by NORTHSHORE SCHOOL DISTRICT 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 students' education records.

To the extent that KCLS has access to any personally identifiable information from students' education records, KCLS agrees that it will not use such information except for the legitimate educational purpose of providing library access pursuant to this Agreement and that it will not disclose this information to any other party for any reason.

8. Parental Responsibility for Student Access to Online Resources.

According to the KCLS parental responsibility policy, KCLS staff cannot act "in loco parentis" (in place of a parent) for children in the library. This policy extends to electronic resources accessed through Student Accounts. The KCLS Student Accounts portal (kcls.org/students) highlights specific resources and age-level collections and KCLS does not limit or filter the content contained within databases or streaming services.

9. Duties of NORTHSHORE SCHOOL DISTRICT.

In connection with this Agreement, the NORTHSHORE SCHOOL DISTRICT agrees to the following:

- a) Provide a project coordinator at the District level to facilitate communications and coordinate activities related to regarding the Student Accounts program.
- b) Assign technical staff to work with KCLS to facilitate the transmission of student and teacher data on a regular schedule.
- c) Communicate to parents/guardians about the initial launch of the Student Accounts program and include the information in the registration process for new students.
- d) Provide a mechanism for adult students or parents/guardians of minor students to "opt-out" of sharing data.
- e) Transmit data to KCLS on a regular basis in the correct file format. The specific frequency of data uploads will happen on weekly or monthly basis, depending on the size of the institution, with no data uploads expected during school breaks.
- f) Ensure that no confidential student data outside of what is requested for accounts is transmitted to KCLS.
- g) Ensure that no student without permission to have their directory information shared with KCLS will be included in the regular export of data.

- h) Not create active links from school websites or digital learning platforms to paid databases provided through the KCLS Student Accounts partnership and instead direct all users to begin at the KCLS Student Accounts portal (kcls.org/students).
- i) Not cancel overlapping database contracts with the intent to replace use with the KCLS subscription. KCLS evaluates our database offerings on a regular basis and cannot guarantee that we will continue subscriptions.
- j) Update KCLS if data elements or workflow need to change.

If the District fails to upload student data for 6 consecutive months, KCLS' Project Manager will reach out to verify that the District intends to continue the partnership. Failure to upload student data may result in the termination of the Student Accounts partnership.

10. Duties of King County Library System (KCLS).

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

- a) Assign a Project Manager to serve as KCLS' point of contact for the NORTHSORE SCHOOL DISTRICT regarding the Student Accounts program.
- b) Assign technical staff to work with District staff to facilitate the transmission of student data.
- c) Provide technical assistance and training for District staff on its downloadable and online resources, as needed.
- d) Produce appropriate collateral materials (e.g. bookmarks, posters) for promoting the Student Account program.
- e) Curate specific digital content to support student learning at kcls.org/students.
- f) Ensure that no students without parental permission to have their directory information shared will be imported in the data intake.
- g) Abide by FERPA and maintain the confidentiality of student and teacher data. KCLS will not use student or teacher data except for library business associated with the Student Accounts program.

11. Roles

The following person(s) will serve as primary contact(s) at NORTHSORE SCHOOL DISTRICT for matters relating to the transfer and management of data: _____

The following person(s) will serve as primary contact(s) at NORTHSORE SCHOOL DISTRICT for matters relating to program communication and coordination: _____

NORTHSORE SCHOOL DISTRICT



KING COUNTY LIBRARY SYSTEM

By: Michael Tolley
Michael Tolley (May 1, 2023 16:31 PDT)

By: _____

Name: Interim Superintendent
Michael Tolley

Name: _____

Date: May 1, 2023

Date: _____

NORTHSHORE SCHOOL DISTRICT
KING AND SNOHOMISH COUNTIES, WASHINGTON

RESOLUTION NO. 863

A RESOLUTION of the Board of Directors of Northshore School District No. 417, King and Snohomish Counties, Washington, to authorize Memorandum of Agreement with King County Library System (KCLS)

WHEREAS, both parties see the benefits of the project and have determined that each brings unique expertise and experience necessary for Student Accounts program;

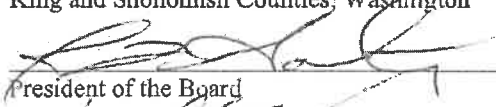
WHEREAS, both parties see benefits of a working relationship to ensure coordination of efforts to bring KCLS online resources to all students and staff with Northshore School District;

WHEREAS, it is not intended to limit any additional collaborative activities that KCLS and/or Northshore School District may engage in.

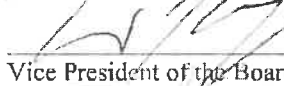
NOW, THEREFORE, BE IT RESOLVED the Board of Directors of the Northshore School District No. 417, King and Snohomish Counties, authorize the Superintendent to enter into Memorandum of Agreement with KCLS. This agreement may be updated at any time through written agreement of each party and will be in effect until terminated by either party with thirty (30) days written notice.

ADOPTED by the Board of Directors at its regular meeting of April 24, 2023.

NORTHSHORE SCHOOL DISTRICT NO. 417
King and Snohomish Counties, Washington



President of the Board



Vice President of the Board



Member

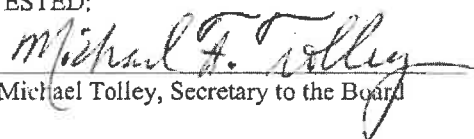


Member



Member

ATTESTED:



Mr. Michael Tolley, Secretary to the Board