

**Memorandum of
Understanding and Data
Sharing Agreement
Between
Edmonds School District
And
Sno-Isle Libraries for the Student Account Project**

This Memorandum of Understanding (MOU) and Data Sharing Agreement (Agreement) is entered into as of the 1st day of October 2022 (Effective Date) by and between the Edmonds School District and Sno-Isle Libraries (SIL).

I. Purpose

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

II. Background

Student Account is an SIL initiative designed to provide access to and promote the use of public library resources for students enrolled in the Edmonds School District and with residential addresses within the SIL service area. In partnership with Edmonds School District, SIL 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 SIL library account numbers and give students (until completion of high school) consistent, year-round access to physical and digital resources.

This MOU between Edmonds School District and SIL is meant to facilitate the exchange of specific student data from Edmonds School District to SIL. This exchange of student data is necessary to enable SIL to provide access to SIL's resources and collections to students attending Edmonds School District schools. For the purpose of this MOU, "student" is defined as any person with a residential address within the SIL service area and attending an Edmonds School District school.

This student information will be shared with and utilized by SIL 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 SIL or Edmonds School District to maintain, use or share student

information in a manner not consistent with FERPA and the Student User Privacy in Education Rights (SUPER) Act (RCW 28A.604).

This MOU summarizes the focus and intent of the working relationship between SIL and Edmonds School District and is designed to ensure coordination of efforts to bring public library resources and services to Edmonds School District students. It is not intended to limit any additional collaborative activities that SIL and Edmonds School District may wish to engage in.

III. Term

Effective Date: October 1, 2022, through August 31, 2025. This agreement may be extended upon the mutual written consent of both parties.

IV. Responsibilities of Edmonds School District

Edmonds School District will:

- Allow SIL 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-in" of the sharing of student data.
- Student ID, lunch numbers, or other Skyward available unique student identifier will serve as SIL library account numbers and give students (until completion of high school) consistent, year-round access to physical and digital resources.
- Edmonds School District will not include student records that have not been opted-in to the program in data transfers to SIL.
- Allow SIL to engage with Edmonds School District personnel and students for the purposes of educating about available library resources and their use, primarily through staff meeting and classroom presentations and periodic emails.

V. Responsibilities of Sno-Isle Libraries

SIL will:

- Provide access to all of SIL's physical and digital library resources as agreed to for students enrolled in the Edmonds School District.

- Provide necessary support for Edmonds School District personnel, students and SIL staff to enable and encourage effective use of SIL resources by school staff and students.
- Abide by any restrictions set forth by Edmonds School District in terms of data sharing.
- Abide by FERPA and the Student User Privacy in Education Rights (SUPER) Act (RCW 28A.604) and maintain the confidentiality of student data released to SIL.

VI. Process

- Edmonds School District will design and administer an “opt-in” procedure for parents.
- Edmonds School District will transmit limited batch of student data for test purposes.
- SIL will format student identification or lunch numbers to integrate them into SIL patron database.
- SIL will begin uploading agreed upon student data to the SIL patron database at regular intervals.
- SIL agrees to maintain and abide by a cyber security policy and procedures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person.
- In the event that Student Data is accessed or obtained by an unauthorized individual, SIL shall provide notification to Edmonds School District Superintendent and parties identified in this Agreement immediately following discovery of the incident. In the event of a data breach, SIL will provide a list of affected students to Edmonds School District. SIL further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Customer Data or any portion thereof, including personally identifiable information and agrees to provide Edmonds School District, upon request, with a copy of said written incident response plan.

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	Edmonds School District	Daily
Student ID/Lunch #	Grades K-12 Students	Edmonds School District	Daily
Student Home Address	Grades K-12 Students	Edmonds School District	Daily
Student Home Telephone Number	Grades K-12 Students	Edmonds School District	Daily
Student Email Address	Grades K-12 Students	Edmonds School District	Daily
Student School Name	Grades K-12 Students	Edmonds School District	Daily
Student Grade Level	Grades K-12 Students	Edmonds School District	Daily

B. Student data will be transmitted to SIL in a pipe-delineated .TRN file format.

VIII. Data Set Creation, Delivery and Frequency:

Edmonds School District or designee will transmit a .TRN data file to a secure site for upload to SIL's database. SIL already has existing integrations with The Washington School Information Processing Cooperative (WSIPC) with other districts that may be duplicated. Edmonds School District agrees to provide the data daily, with specific timing of updates to be negotiated between designated representatives of Edmonds School District and SIL.

IX. Permissible Data Use and Sharing Under this Agreement:

Data will be used solely for the following purposes:

- For inclusion in SIL'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.

X. Ownership of Data:

All data shared as part of this agreement will remain the property of Edmonds School 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) SIL agrees not to use the data for any purposes other than for those specified in this agreement. In addition, SIL agrees to fully cooperate with Edmonds School 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 SIL by Edmonds School District or wishes to revoke consent to share data with SIL.

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 SIL as the custodian of their patron database. SIL 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 SIL will make its best efforts to facilitate the secure transmission of data between the parties, SIL 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) SIL and Edmonds School 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. SIL and Edmonds School District agree that roles specified below may be performed by multiple staff members.

E) Upon request of Edmonds School District, SIL shall dispose of or delete all Student Personally Identifiable Information (PII) Data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained. Disposal shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable and/or indecipherable by human or digital means. Nothing in this Agreement authorizes SIL to maintain Student Data obtained under this Agreement beyond the time period reasonably needed to complete the disposal. SIL shall provide written notification to Edmonds School District when the Student Data has been disposed.

XII. Roles:

SIL and Edmonds School 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 Edmonds School District and SIL for matters relating to the transfer and management of data:

SIL	Edmonds School District
Casey Gabehart: cgabehart@sno-isle.org	Chris Hagen: hagenc@edmonds.wednet.edu Sean Schaeffer: schaeffers294@edmonds.wednet.edu

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

SIL	Edmonds School District
Jennifer Sullivan: jsullivan@sno-isle.org	Sean Schaeffer: schaeffers294@edmonds.wednet.edu

XIII. Termination of this Agreement:

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

XIV. Indemnification:

SIL agrees to protect, defend, indemnify, and hold Edmonds School 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 SIL's negligent performance under this MOU.

Edmonds School District agrees to protect, defend, indemnify, and hold SIL, 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 Edmonds School District's negligent performance 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 SIL and Edmonds School 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. Whole 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. Attorney's Fees and Costs:

In the event of litigation arising out of the MOU and Agreement, the losing party agrees to pay the prevailing party's attorney fees incident to said litigation, together with all costs and expenses incurred in connection with such action, whether incurred in trial court or appeal.

XX. Opportunity Without Discrimination:

SIL and Edmonds School 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 SIL or Edmonds School District.

XXI. Authority:

The terms and conditions of this MOU and Agreement to which the parties agree are being entered into by appropriate protocols of both agencies.

Sno-Isle Libraries:

By:

Name & Title: Lois Langer Thompson, Executive Director

Date

Edmonds School District:

By:

Name & Title: Lydia Sellie, Executive Director of Business and Finance

Date