

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU) is entered into by and between **Baldwin-Whitehall School District** (the District), with an address of **4900 Curry Road, Pittsburgh, PA 15236**, and

Baldwin Borough Public Library (the Library), with an address of **5230 Wolfe Drive, Pittsburgh, PA 15236**; and **Whitehall Public Library** (the Library), with an address of **100 Borough Park drive, Pittsburgh, PA 15236**.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties to this MOU set forth the following as the terms and conditions of their understanding.

The District and the Library hereby agree as follows:

1. Background. Access to public libraries is a fundamental part of a student's educational experience, and the District and the Library believe by collaborating they can expand access to both our library and libraries throughout the county and provide additional learning opportunities and educational resources for students and families.
2. Term. The term of this MOU shall commence on June 8, 2022 and shall expire on June 30, 2023, unless the term is extended by written mutual consent of the parties including, without limitation a revised scope of work referencing this MOU and setting forth the responsibilities of the parties.
3. Scope of Work.
 - 3.1 Responsibility of the Library.
 - 3.1.1 The Library agrees to work in conjunction with the District and provide a designated contact person at the Library to facilitate this working relationship.
 - 3.1.2 The Library will comply with District policies relating to confidentiality of student data as more fully set forth herein, including the execution of confidentiality agreements, as applicable.
 - 3.1.3 The Library will ensure that technology services used by the Library to handle the student data needed for this

project will also follow District policies on confidentiality and security as set forth herein.

3.2 Responsibility of the District.

In support of the student library card initiative, the District will:

- 3.2.1 Provide access to student information via an SFTP, including: first name, middle initial, last name, birthdate, address, school, and homeroom, required to produce the necessary integrated data reports; and
- 3.2.3 Recommend extension and expansion of this relationship with the District prior to the expiration of this MOU if it is desired and supported by the data provided by the Library on the results of this partnership.

3.3 Confidentiality.

- 3.3.1 Outside of directory information, all student data provided by the District is considered confidential under this MOU as well as under the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g *et seq.*, and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with these applicable laws and regulations. The District shall only provide student data to the Library to the extent allowed by applicable law.
- 3.3.2 The Library hereby acknowledges and agrees that any confidential documents and/or data provided by the District, shall only be shared with the technology services that are under contract with the Library to manage the data. Confidential documents and/or data provided by the District will not be disclosed, discussed or transferred to any third party not part of this MOU, and any student data or information provided to the Library shall only be disclosed to employees of the Library and District employees who are directly involved in the Student Library Card Initiative, or to other parties so long as no personally identifiable information is discernable.

- 3.3.3 The Library will partner with two organizations to help manage the data needed to create student library cards within the Integrated Library System used by the Library.
- 3.4.1 Electronic Information Network (eiNetwork) is a non-profit organization owned by Allegheny County Library and Carnegie Library of Pittsburgh that provides shared technology services to the 46 independent public libraries at over 70 locations within Pittsburgh and Allegheny County. As a partner with the Library, eiNetwork has a privacy and security policy that is based on the philosophy of personal privacy being a cornerstone of free speech. With this philosophy in mind, eiNetwork treats all records in their possession as confidential and has infrastructure in place to support confidentiality and security of records. More information on eiNetwork's privacy policy is available here: <https://librarycatalog.einetwork.net/Help/PrivacyPolicy>
- 3.4.2 The Quipu Group is a library focused vendor that eiNetwork has contracted with to handle library card creation steps such as verifying addresses and assigning home libraries. The contract with Quipu includes the same level of confidentiality and security of records that is used by the Library and eiNetwork. Transfers of data will be done securely using Quipu's SFTP server. Records given to Quipu will only include information needed by Quipu to process the data. Quipu will only retain the data as long as Quipu takes to process the data. This ensures that the student library cards will have a similar workflow as our online registration or in-person registration for library cards.
- 3.3.4 Upon the expiration of this MOU, all student data and information shall be returned to the District or destroyed. The Library shall provide written verification

that all copies of student data, information and documents, including electronic or other media versions, have been returned to the District or destroyed. The Library may, however, be allowed to continue to possess aggregate de-identified data and statistics created using student information provided by the District.

3.3.4 The Library understands and agrees that should the District find that the Libraries have violated Section 3.3 or any of the applicable laws and regulations regarding confidentiality of student records, the District shall be entitled to immediately cease providing data pursuant to this MOU for the initiative, and shall be prohibited from permitting the Library access to information from education records for a period of not less than five (5) years.

3.5 Communications. Communications from the Library will be coordinated with the District's Chief Information Officer [or other District representative] to avoid conflicting or contradictory information or directions given to principals or teachers in a participating District school.

4. Costs and Funding.

4.1 Costs. Neither party shall be liable to the other for any costs the other party incurs to participate in this MOU. However, each party to this MOU shall be responsible for its own direct and indirect costs incurred pursuant to this MOU.

5. Intellectual Property.

5.1 Copyright. The District reserves copyright in all written and electronic materials developed by the District of District employees as a part of their employment with the District. District materials may not be copied or otherwise reproduced without the express written permission of the District. The Library reserves copyright in all written and electronic materials delivered and developed solely by the Library or their employees. These items may not be copied or otherwise

reproduced without the express written permission of the Library.

5.2 Trademark and Trade Name. This MOU does not give the Library any ownership rights or interest in District trade names or trademarks. This MOU does not give the District any ownership rights or interest in the Library's trade name or trademarks.

5.3 Use of Name. The Library shall notify the District prior to using the District's name in any report or publication. The District shall notify the Library prior to using the Library's name in any report or publication.

6. Evaluations. The District reserves the right to evaluate the Student Library Card Initiative and its relevancy as needed through the term of this MOU.
7. Independent Contractors. During the performance of this MOU, the employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers compensation, industrial accident, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization and surgical benefits. The District's employees who perform the obligations of the District hereunder shall be under the employment of and ultimate control, management and supervision of the District. The Library employees who are to perform the services to be completed hereunder shall be under the employment and ultimate control, management and supervision of the Library. Nothing contained herein shall be construed to imply a joint venture or principal-agent relations between the District and the Library, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
8. Termination. This MOU may be terminated by either party upon thirty (30) days written notice to the addresses set forth in Section 12.
9. Entire Understanding. This MOU constitutes the entire and sole understanding between the parties with respect to the subject

matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.

10. Modification or Amendment. There shall be no modifications or amendments of this MOU, except in writing, executed with the same formalities as this instrument.
11. Conflict. In the event of any conflict, ambiguity or inconsistency between this MOU and any other document, which may be annexed hereto, the terms of this MOU, shall govern.
12. Notices. Any notices and other communications provided hereunder shall be made or given hereunder by either party by facsimile or email as set forth below or delivered by hand or by mail to the party at the address set forth below:

FOR THE DISTRICT:

FOR THE LIBRARY:

Paula Kelly
Library Director
Whitehall Public Library
100 Borough Park Drive
Pittsburgh, PA 15236

Anna Newborg
Library Director
Baldwin Borough Public Library
5230 Wolfe Drive
Pittsburgh, PA 15236

13. Limitations on Liability. In no event shall either party be liable to the other party under this MOU or to any third party for special, consequential, incidental, punitive or indirect damages, irrespective of whether such claims for damages are founded contract, tort, warranty, operation of law, or otherwise, or whether claims for such liability arise out of the performance or non-performance by such party hereunder.
14. Governing Law. This MOU shall be construed to be made and interpreted under the laws of the Commonwealth of Pennsylvania and all disputes, claims or controversies arising under this MOU or

the negotiations, validity or performance hereof for the transaction contemplated herein shall be construed under and governed by the laws of the Commonwealth of Pennsylvania without giving effect to conflicts of law principles which would result in the application of the laws of any other jurisdiction.

15. No Third Party Beneficiaries. The parties do not intend that any third party have any rights as a third party beneficiary of this MOU.

16. Severability. If any portion of this MOU is to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this MOU shall remain in effect.

17. Headings. The article and section headings in this MOU are for convenience of reference only and in no way define or limit the scope or content of the MOU or in any way effect its provisions.

IN WITNESS WHEREOF, the parties hereto set their hand(s) and seal(s) the date first above.

ATTEST: Whitehall Public Library

By: _____
Library Director

ATTEST: Baldwin Borough Public Library

By: _____
Library Director

ATTEST: Baldwin-Whitehall School District

By: _____
President, School Board of Directors

