

MEMORANDUM OF UNDERSTANDING BETWEEN THE SAINT PAUL PUBLIC LIBRARY AGENCY AND

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between The Saint Paul Public Library Agency (SPPLA) and _____ this day of _____,

WHEREAS, the SPPLA and the _____ wish to provide all students virtual library cards, henceforth referred to as Library Go; and

WHEREAS, _____ students will be able to use Library Go to check out digital material and up to five physical items from the SPPLA without overdue fines (replacement fees may still apply); and

WHEREAS, _____ agrees to create an opt-out process for parents consistent with the laws of the State of Minnesota (including, but not limited to Minn. Stat. § 13.04, subd. 2. and Minn. Stat. § 13.32, subd. 3.); and

WHEREAS, _____ agrees to create a process for staff to register online for e-card access to better integrate Library Go into pedagogy; and

WHEREAS, _____ agrees to integrate Library Go training materials provided by SPPLA into at least one staff professional development session every year; and

WHEREAS, _____ agrees to provide the following information to SPPLA: Unique ID, Student ID number, Name, Address, Phone, Email, Date of Birth, Personal Identification Number, School, Grade, and Enrollment Status; and

WHEREAS, _____ agrees to work with SPPLA staff to transfer student data in the format necessary for SPPLA to create virtual library cards; and

WHEREAS, _____ agrees to promote Library Go internally to ensure that Library Go is an integrated part of students’ curriculum and the library is part of students’ community; and

WHEREAS, _____ agrees to promote Library Go externally to parents and the general public in partnership with SPPLA, including a formal announcement of the partnership agreed upon by both parties.

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General Provisions

- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Minnesota. The courts of the State of Minnesota shall have jurisdiction over any action arising out of this MOU and over the parties.
- C. **Entirety of Agreement.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Each party shall be responsible for its own acts and omissions in carrying out the obligations of this MOU.**
- E. **Data Practices.** Each party will abide by the provisions of Minn. Stat. Chapter 13, the Minnesota Data Practices Act, as well as the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 in the handling and disclosure of data.
- F. **Non-Discrimination.** shall not discriminate against any person in granting or denying access to Library Go because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance

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Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from SPPLA and the SPPLA and the partners by mutual consent. . This MOU shall become effective upon signature by the authorized officials from and will remain in effect until modified or terminated by any one of

Signature of Parties

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Agreed to this day of ,

**THE SAINT PAUL PUBLIC
LIBRARY AGENCY**

Catherine Penkert, Library Director
