

MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE  
MENDOCINO COUNTY LIBRARY'S STUDENT SUCCESS CARD PROGRAM

This Memorandum of Understanding ("MOU") is by and between the Mendocino County Library, a California public library and Fort Bragg Unified School District, a school district within the County of Mendocino ("School District"), for participation in the Library's STUDENT SUCCESS CARD Program.

RECITALS

1. The California Legislature has declared in Education Code section 18010 that the public library is a supplement to the formal system of free public education, and a source of information and inspiration to persons of all ages, cultural backgrounds, and economic statuses. Senate Bill 321 established the Local Public Library Partnership Program, under the administration of the State Librarian, for purposes of ensuring that all pupils have access to a local public library by the third grade.

2. Consistent with Legislative intent, the parties to this MOU desire to improve the Library's service to students enrolled in the School District to supplement their formal education, as well as provide resources for School District teachers to utilize in teaching students, through the School District's participation in the Library's STUDENT SUCCESS CARD Program.

3. The Library created its STUDENT SUCCESS CARD Program to support student access to Library resources to satisfy their educational needs as well as provide opportunities for Library staff to support students in their studies and efforts toward graduation by assisting them with increased literacy skills, access to multi-learning resources in all academic subject areas, online homework assistance in both English and Spanish, and resources for preparation for college attendance.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

**I. STUDENT SUCCESS CARD Program**

The Library's STUDENT SUCCESS CARD is a special library account available to all students in grades Pre-Kindergarten through High School through their participating school districts located in the County of Mendocino. The Library creates STUDENT SUCCESS CARD accounts by using data electronically transferred from the School District's student information systems. The Library then generates STUDENT SUCCESS CARD accounts for each student and provides those accounts to students for their use. To utilize the accounts, students must provide their STUDENT SUCCESS CARD district prefix as well as provide their School District-issued student ID number.

The special features of STUDENT SUCCESS CARDS include:

- No Physical Card: There will be no physical library card issued for STUDENT SUCCESS CARD accounts; instead, students will use a prefix assigned to their School District and will access materials using that prefix plus their student ID numbers.
- Electronic Resources and Services: STUDENT SUCCESS CARDS provide unlimited access to most electronic resources and services offered by the Library, including e-books, e-audio, online tutoring, and online test preparation.
- Physical Materials from Library Branches: Students may use their STUDENT SUCCESS CARDS to access and check out most of the physical materials available from Library branches (this feature is only available through the Full Access Option, per Section II.A, below).
- Loan Period and Item Limits: The STUDENT SUCCESS CARD loan period for all types of materials is 3 weeks, and students may have up to 5 items checked out at a time.
- No Fines: There are no fines for overdue materials checked out on STUDENT SUCCESS CARD accounts.
- Fees: Students are responsible to pay replacement fees for lost items checked out using their STUDENT SUCCESS CARDS; however, the Library may forgive up to four replacement fees for lost items per student per year.
- Materials Not Included: STUDENT SUCCESS CARDS cannot be used to check out DVDs, games, streaming media (subject to change), interlibrary loans, or museum passes.
- Use In Addition to Regular Library Card: Students may hold both regular library cards as well as STUDENT SUCCESS CARDS and obtain loans of materials on each of those cards simultaneously.

## **II. School District Participation Options**

The Library provides two options for School District to participate in the STUDENT SUCCESS CARD Program. School District shall notify Library which option it chooses prior to providing student information to the Library for issuance of the accounts. Library will issue STUDENT SUCCESS CARD accounts for each student whose name Fort Bragg Unified School District has provided within 30 days of receipt of that information.

The two options to participate in the Library's STUDENT SUCCESS CARD Program are as follows. School District must select a service option by checking one box, below.

A. Full Access Option: Through the Full Access Option, STUDENT SUCCESS CARDS can be used to obtain online electronic resources and services through the Library's and partnering websites, as well as physical hard copy materials from any branch of the Library. To be provided with the Full Access Option, School District must provide the Library with the names as well as the home addresses and school ID numbers of enrolled students. Release of this information to Library is authorized by law. (*See e.g.*, 20 U.S.C. § 1232g(a)(5)(A), (b)(1).)

B. Electronic-Only Access Option: Through the Electronic-Only Access Option, STUDENT SUCCESS CARDS can be used only to obtain online electronic resources and services through the Library's and partnering websites; access to physical hard copy materials will not be available with this option. School Districts choose this option by solely providing the names of their enrolled students and school ID numbers to the Library. Release of this information to Library is authorized by law. (*See e.g.*, 20 U.S.C. § 1232g(a)(5)(A), (b)(1).)

### **III. School District Information Required to Create STUDENT SUCCESS CARD Accounts**

To participate in the STUDENT SUCCESS CARD Program, School District shall provide the Library with student directory information on a quarterly basis to account for changes in enrollment (August 1 and February 1). All student directory information shall be provided in a secure encrypted file format, and shall include only the following:

1. Student's Name, in "last, first" format;
2. Student's Year of Birth, in yyyy format;
3. Student's Home Address with street number, street, city, state, and zip code (necessary only for Full Access Option);
4. Student's School District-issued ID number, prefixed by School District's code [FBU];

Aside from providing the required information in a timely manner regarding students authorized to participate in the program, and the options for parents/guardians to allow their children to participate in the program as set forth in Section V, below, School District has no additional responsibilities to support the STUDENT SUCCESS CARD Program.

### **IV. Confidentiality of Student Information Received by Library**

The Library shall maintain all student information received from the School District as confidential, as required by Government Code section 6267 and other applicable law and utilize it only as necessary to perform this MOU and to provide Library services to the students.

Specifically, Government Code section 6267 prohibits the Library from disclosing students' names, addresses, or their other "patron use records," unless the request for that information is made by the student (or a parent/guardian if the student is under the age of 13), or by another person so authorized in writing. The term "patron use records" includes the following: (a) any written or electronic record that is used to identify the patron student, including, but not limited

to, a patron's name, address, telephone number, or e-mail address, provided in order to become eligible to borrow or use books and other materials; and (b) any written record or electronic transaction that identifies a student patron's borrowing information or use of library information resources, including, but not limited to, database search records, borrowing records, class records, and any other personally identifiable uses of library resources information requests, or inquiries. (See Gov't Code § 6267.)

The Library shall also comply with its Confidentiality of Records Policy, which incorporates Government Code section 6267 and related laws designed to protect the confidentiality of Library patrons' information. The Library provides its staff with periodic training on its Confidentiality of Records Policy to ensure compliance.

#### **V. Parent/Guardian Request to Opt Out**

Parents/guardians may notify the School District that they do not want their children's directory information shared by the School District. Such a notification will serve as a request to "opt-out" of their children's participation in the STUDENT SUCCESS CARD Program, and such children will not be provided with STUDENT SUCCESS CARD accounts.

Further, as required by California Education Code section 49073(d), parents/guardians of homeless children must "opt in" to allow the School District to provide their children's information to the Library.

School District shall offer parents/guardians who have generally "opted out" of the release of their children's directory information, and parents/guardians of homeless children, the ability to "opt in" to the STUDENT SUCCESS CARD program.

The Library shall provide forms available to the public on its website to allow parents/guardians to "opt in" or "opt out" of their children's participation in the STUDENT SUCCESS CARD Program. Such forms must be submitted to School District, which shall remove those student names from the information provided to the Library.

#### **VI. Term and Termination**

The term of this MOU shall commence on the Effective Date and shall continue indefinitely unless terminated by one of the parties in writing pursuant to a 60-day notice to terminate.

#### **VII. Mutual Indemnification**

Library and School District each agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release each other (including their respective commissioners, board members, officials, agents, employees and volunteers) from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including themselves, resulting from Library or School District's own respective negligence or willful misconduct arising out of or in connection with the performance of this MOU. Each party shall notify the other party immediately in writing of any claim or

damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this MOU, providing that nothing shall require either party to disclose any records which are confidential or privileged by operation of law. This indemnification provision survives any termination of this MOU.

### **VIII. Miscellaneous**

A. Method and Place of Giving Notice: All notices provided under this MOU shall be made in writing and shall be given by personal delivery, U.S. Mail, or courier service, and by email delivery. Such notices shall be addressed as follows:

|             |   |
|-------------|---|
| TO LIBRARY: | Mendocino County Library<br>Attn: Mellisa Hannum, County Librarian<br>105 N. Main St.<br>Ukiah, CA 95425<br>Email: libadmin@mendocinocounty.gov |
|-------------|---|

|                     |  |
|---------------------|--|
| TO SCHOOL DISTRICT: | Joseph Aldridge, Superintendent<br>Fort Bragg Unified School District<br>312 South Lincoln St.<br>Fort Bragg, CA 95437 |
|---------------------|--|

When a notice is given by a generally recognized overnight courier service, it shall be deemed received on the next business day. When a copy of a notice is sent by email, it shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the email, (2) the sender has a written confirmation of the email, and (3) the email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving written notice pursuant to this Section.

B. No Third-Party Beneficiaries: Nothing contained in this MOU shall be construed to create, and the parties do not intend to create any rights in third parties.

C. Merger and Modification: This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU, pursuant to Code of Civil Procedure section 1856. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

[Signature] 10/24/2024  
DEPARTMENT HEAD DATE

Budgeted:  Yes  No N/A

Budget Unit: 6110

Line Item: N/A

Grant:  Yes  No

Grant No.: N/A

**CONTRACTOR/COMPANY NAME**

By: [Signature]  
Date: 10-24-24

**NAME AND ADDRESS OF CONTRACTOR:**

Fort Bragg Unified School District  
312 South Lincoln St.  
Fort Bragg, CA 95437

**COUNTY OF MENDOCINO**

By: [Signature]  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 12/03/2024

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 12/03/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 12/03/2024

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By: [Signature]  
COUNTY COUNSEL

Date: 10/24/2024

**INSURANCE REVIEW:**

By: [Signature]  
Risk Management

Date: 10/24/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
Deputy CEO or Designee

Date: 10/24/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  \_\_\_\_\_  
Mendocino County Business License: Valid  \_\_\_\_\_  
Exempt Pursuant to MCC Section: \_\_\_\_\_