

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF SALINAS**  
**AND**  
**SALINAS CITY ELEMENTARY SCHOOL DISTRICT**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Salinas, a California charter city and municipal corporation, through the Salinas Public Library ("SPL"), a department of the City of Salinas, and the Salinas City Elementary School District ("SCESD"), for the purpose of engaging in collaborative projects that promote library and literacy services. SPL and SCESD may be referred to herein individually as a "PARTY" and collectively as the "PARTIES",

**RECITALS**

WHEREAS, the mission of the SPL is to provide free and easy access to information, ideas, books and technology that can help to enrich, educate and empower the lives of every individual within the various and diverse communities of the city of Salinas; and

WHEREAS, the mission of the SCESD is that every SCESD student will receive a well-rounded education with multiple opportunities for all children's success; and

WHEREAS, the SPL and the SCESD are partners in education for the students of the city of Salinas and have a tradition of collaborating to meet the needs of students in achieving their academic goals and share a vision of all children reading at grade level; and

WHEREAS, the Salinas City Council, with the support of the Salinas Public Library (SPL), has made it a priority to ensure that every SCESD student receives a public library card and has convenient access to library resources; and

WHEREAS, the California Department of Education has given formal support for the Student Success Initiative which advocates for public library card distribution to students, as well as for cooperative initiatives between public libraries and school districts.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective PARTIES, the PARTIES agree to collaborate on a variety of projects described in this MOU that will lead to greater student success for SCESD students;

## TERMS

### SECTION 1 - TERM

The Term of this MOU shall commence on the last date all required signatures are obtained and shall continue in force and effect for a period of three (3) years. This MOU shall terminate without cause upon thirty (30) days written notice from either PARTY to the other PARTY stating that PARTY's intent to terminate this MOU.

### SECTION 2 – PURPOSE

The SPL and the SCESD agree to work collaboratively as outlined in this MOU to issue a public library card (called the SMA+RT Card: "Salinas Makes A+ Readers Together") to all students in the SCESD and to provide other agreed upon library and literacy related services to SCESD. For School Year 2018-2019, SMA+RT Cards will be issued to a mutually agreed upon pilot group and will expand in a mutually agreed upon manner to include all SCESD students by the end of the term of this MOU. In addition to library card availability, SPL will offer a variety of other services, as described in this MOU to SCESD designed to enhance student success and promote a life-long love of reading.

### SECTION 3 – SCOPE OF SERVICES

- 3.1 The SMA+RT Card will use the student's SCESD issued identification number as the SMA+RT Card account number.
- 3.2 The SMA+RT Card will provide access to all electronic resources offered by the SPL, including research and homework databases; learning resources; downloadable e-books, audiobooks, music and magazines; and also, music and video streaming.
- 3.3 The SMA+RT Card will have limited borrowing privileges of physical materials at the three (3) SPL locations and will be limited to two (2) books, which must be returned before additional books will be allowed to be checked out.
- 3.3. The intent of the SMA+RT Card is to not to replace or supplant SCESD school library resources or to directly support SCESD curriculum, but to provide students with easy access to recreational reading materials that will make them more proficient readers, as well as to enhance their ability to perform research that supports their schoolwork and their personal interests.
- 3.4 Overdue fines or other fees will not be charged on any materials checked out with the SMA+RT Card.
- 3.5 Afterschool Homework Centers have been offered by SPL in three SCESD elementary schools: Los Padres Elementary, Sherwood Elementary and Roosevelt Elementary since 2014. This MOU is intended to formalize the terms of these services.

- 3.6 KinderMobile visits will occur monthly as scheduled by the SPL staff with the principal (or designated staff) of each elementary school.

#### SECTION 4 – CONFIDENTIALITY

- 4.1 SCESD will maintain student records in accordance with all applicable federal and state laws and regulations. Such student records are confidential as provided under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq.
- 4.2 California Education Code §§ 49061 and 49073 authorizes SCESD to release certain student records known as "directory information" to certain entities, including governmental agencies; directory information includes student name, address, telephone number, date of birth, email address, major field of study, participation in officially recognized activities and sports, dates of attendance, degrees and awards received, and the most recent previous school attended.
- 4.3 The California Public Records Act, at Government Code §§ 6254 and 6267 governs the confidentiality of registration and circulation records in libraries supported by public funds. It also governs the disclosure of record information.
- 4.4 SPL and SCESD agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of the SPL provided information and the SCESD provided information.
- 4.5 Both Parties further agree that all information exchanged shall only be used for the purposes intended by this MOU, to limit disclosure of the exchanged information within its own organization to its directors, officers, and employees who have a need to know, and to not disclose any information to any third party (whether an individual corporation, or other entity) without the express prior written consent of the other Party. Each Party shall satisfy its obligations under this Paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees and others who are permitted access to or use of the SPL provided information and/or the SCESD provided information.
- 4.6 To the extent that SPL has access to any personally identifiable information from students' education records, SPL agrees that it shall not use such information except for the legitimate education purpose of providing services pursuant to this MOU and that it shall not disclose this information to any other party for any reason. SPL's staff agrees to comply with all applicable federal and state regulations governing the student records, including FERPA.
- 4.7 The sharing of information by government agencies pursuant to Government Code section 6254.5(e) does not constitute a waiver of the exemption of such information from any future disclosure or from disclosure to any other entity or

individual. If the Parties agree that a document is confidential pursuant to the California Public Records Act, and subsequently exchange the document, the Parties shall each keep confidential any such document as permitted under Government Code Section 6254.5(e). The Parties shall seek to minimize the personnel that review confidential documents and shall only allow necessary personnel to analyze the documents. For the City, such records may only be shared with SPL staff (including their supervisors), and City Attorneys assigned to the projects (including their supervisors). For the SCESD, such records may only be shared with the District Superintendent and staff assigned to the project, site principals, and the General Counsel and legal staff working on the project.

- 4.8 If either of the Parties receives a Public Records Act request seeking a document that has been designated as confidential and exchanged as described herein, the party receiving the request shall notify the other parties immediately, and the party receiving the request shall withhold the designated confidential documents from the Public Records Act response.

#### SECTION 5 – LIBRARY SMA+RT CARD OPERATING RESPONSIBILITIES

- 5.1 SPL will streamline student access to databases, print and e-materials with Student Success Virtual Library Cards (no physical card will be issued).
- 5.2 SPL will work jointly with the SCESD to develop information that describes the SMA+RT Card program to parents or legal guardians.
- 5.3 SPL will work jointly with the SCESD to provide training and information to SCESD teachers and administrators regarding the SMA+RT Card program.
- 5.4 SPL will provide sufficient time for library staff to visit local SCESD schools in their service area to build and strengthen local partnerships and provide information on the SMA+RT Card program.
- 5.5 SPL will share summary data with SCESD on student usage of SPL resources on a schedule requested by SCESD.
- 5.6 As resources (funding and staffing) are available, SPL will provide delivery of student or teacher requested material to SCESD schools. SPL and SCESD will mutually agree on the schedule and terms for this service.
- 5.7 SPL will bring the KinderMobile to each school in the SCESD on a monthly schedule to allow kindergartners to check out books.

#### SECTION 6 – SCESD SMA+RT CARD OPERATING RESPONSIBILITIES

- 6.1 SCESD will distribute pertinent information about the SMA+RT Card program to parents or legal guardians.

- 6.2 SCESD will provide SCESD student data to the SPL integrated library system via a secure electronic delivery method monthly.
- 6.3 SCESD will work jointly with the SPL to develop and distribute handouts and website information to create awareness of the SMA+RT Card program.
- 6.4 SCESD will provide sufficient time for SCESD staff members, including teachers and administrators, to attend or participate in training or webinars, or other promotional events, provided by the SPL.
- 6.5 SCESD will work jointly with the SPL to provide training and information to SCESD teachers and administrators regarding the SMA+RT Card program.
- 6.6 SCESD will provide evaluation and feedback to the SPL and assist with obtaining feedback from SCESD teachers, administrators, students and their families or legal guardians.
- 6.7 SCESD will work jointly with the SPL public information group for any promotions and events. Ensure promotional materials include language that states "SCESD in collaboration with the City of Salinas Public Library".
- 6.8 SCESD will communicate to kindergarten teachers and parents about the KinderMobile schedule and accommodate the visit with space to park.

#### SECTION 7 – HOMEWORK CENTER OPERATIONS

- 7.1 SPL operates afterschool Homework Centers in Sherwood Elementary, Los Padres Elementary and Roosevelt Elementary from 2:15 P.M. to 5:30 P.M. Monday through Friday. Hours may vary slightly by location and adjustments may be made as requested by the SCESD staff when school hours vary. These centers are focused on assisting students with achieving specific academic goals.
- 7.2 SPL is responsible for funding tutors involved in the operation of these homework centers and providing adequate supervision to these tutors.
- 7.3 The City of Salinas shall screen, pursuant to Section 11105.3 of the Penal Code, all employees or volunteers, having supervisory or disciplinary authority over a minor, to ensure they have not been convicted of a serious criminal offense.
- 7.4 SPL is responsible for providing materials to operate the homework centers.
- 7.5 SCESD will provide a suitable space for Homework Center operations and allow SPL staff to access this space within the schools during the designated times.

- 7.5 SCESD teachers will refer students to the Homework Centers as is appropriate and communicate with Homework Center staff regarding the academic needs of the students referred.
- 7.6 In order to measure the effectiveness of Homework Center services offered, teachers will provide feedback to Homework Center staff on a periodic basis regarding improvements made a student's academic progress.
- 7.7 SPL will guarantee that all Homework Center employees and volunteers have been TB tested.

#### SECTION 8 - NOTIFICATION TO PARTIES

- 8.1 The representative of the PARTIES who are authorized to administer this MOU and to whom formal notices, demands, and written communications shall be given are as follows:

LIBRARY      Salinas Public Library  
Attn: Library and Community Services Director, Cary Ann Siegfried  
350 Lincoln Avenue  
Salinas, CA 93901  
Telephone: (831) 758-7311  
Email: [caryanns@ci.salinas.ca.us](mailto:caryanns@ci.salinas.ca.us)

With Copies to:  
City of Salinas  
City Manager  
200 Lincoln Avenue  
Salinas, CA 93901

City of Salinas  
City Attorney  
200 Lincoln Avenue  
Salinas, CA 93901

SCESD      Salinas City Elementary School District  
Attn: District Superintendent, Martha Martinez  
840 South Main Street  
Salinas, CA 93901  
Phone: (831) 753-5600  
Email: [mmartinez@salinascity.k12.ca.us](mailto:mmartinez@salinascity.k12.ca.us)

- 8.2 Formal notices, demands and communications to be given hereunder by either PARTY shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (Email), facsimile (Fax), or hard copy and shall be deemed communicated as of the date of receipts.
- 8.3 If the name of the person designated to receive notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten (10) working days of such change.

#### SECTION 9 – PUBLIC ENTITY MUTUAL HOLD HARMLESS CLAUSE

Each PARTY agrees to defend, indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying PARTY's acts or omissions in the performance of this MOU. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this section.

#### SECTION 10 – ASSIGNMENT AND SUCCESSORS

Neither PARTY may assign or otherwise alienate any of its rights under this MOU or delegate, subcontract, or otherwise transfer any of its duties under this MOU, unless evidenced by a written amendment to this MOU executed by both PARTIES.

*(SIGNATURE PAGE TO FOLLOW)*

IN WITNESS WHEREOF, the PARTIES have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

**CITY OF SALINAS**

**SALINAS CITY ELEMENTARY  
SCHOOL DISTRICT**

BY: \_\_\_\_\_

BY: *MI Martinez*

NAME: Ray E. Corpuz, Jr.

NAME: Martha L. Martinez

TITLE: City Manager

TITLE: Superintendent

DATE: \_\_\_\_\_

DATE: 4/10/18

**APPROVED AS TO FORM:**

**ATTEST:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Executive Assistant

NAME: Christopher A. Callihan

DATE: \_\_\_\_\_

TITLE: City Attorney

DATE: \_\_\_\_\_



