

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PLEASANTON AND
THE PLEASANTON UNIFIED SCHOOL DISTRICT
RELATED TO LIBRARY CARDS**

This First Amendment to Memorandum of Understanding Related to Library Cards ("First Amendment") is entered into this 19th day of JUNE, 2018, between the CITY OF PLEASANTON ("City"), and the PLEASANTON UNIFIED SCHOOL DISTRICT ("District").

Whereas, on October 3, 2017, the City and District entered into a Memorandum of Understanding Related to Library Cards ("MOU"); and

Whereas, the City and District wish to enter into this First Amendment to extend the term until June 30, 2023.


NOW, THEREFORE, the parties agree as follows:

1. Section I - B (Obligations of the District) is amended to state "District will develop and implement an annual parent opt-out process for those parents who do not wish their pupil to participate."
2. Section II (Obligations of the City) is amended to include "F. Library cards issued and associated with this MOU will be given a unique patron code in the library's integrated library system (ILS) which will not accrue daily fines on borrowed materials. Fees for lost and damaged materials will still be charged."
3. Section III (Term) of the MOU is amended to extend the MOU's term to June 30, 2023.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this First Amendment as of the date and year first above written.

CITY OF PLEASANTON

PLEASANTON UNIFIED SCHOOL DISTRICT

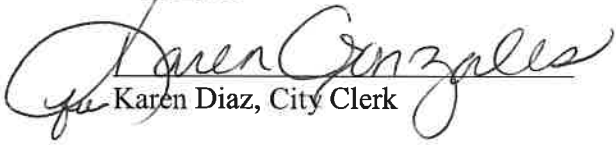
By: 

Nelson Fialho, City Manager

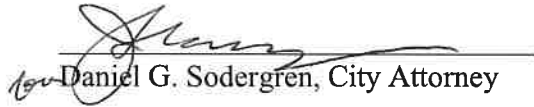
By: 

David Haglund, Superintendent

ATTEST:


Karen Diaz, City Clerk

APPROVED AS TO FORM:


Daniel G. Sodergren, City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PLEASANTON AND
THE PLEASANTON UNIFIED SCHOOL DISTRICT
RELATED TO LIBRARY CARDS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 3rd day of October, 2017, between the CITY OF PLEASANTON, a municipal corporation (“City”), and the PLEASANTON UNIFIED SCHOOL DISTRICT (“District”).

RECITALS

1. City and District have the shared goal of providing pupils with easy access and use of the Pleasanton Library’s (“Library”) electronic and print resources; and
2. City and District wish to establish a program that allows the use of pupil identification cards as Library cards that complies with the provisions of section 49073.1 of the Education Code.

NOW, THEREFORE, the parties agree as follows:

I. OBLIGATIONS OF DISTRICT

A. District will annually provide to Library staff: first and last name, birthdate, school, grade, address, phone number, and email address of each pupil enrolled in District (“pupil records”) in accordance with all relevant federal and state laws, including the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). (§ 49073.1(b)(8).)¹

B. District will develop and implement an annual parent opt-in process for those parents who wish their pupil to participate.

II. OBLIGATIONS OF CITY

A. Library staff will allow District’s pupils who have not opted-out of participating to use their pupil identification cards to access Library databases, print and e-resources.

B. City will maintain all pupil records in a secure computer environment and not copy or reproduce such records except as necessary to fulfill its obligations under this MOU.

- i. City understands that the pupil identification cards used to access Library databases, print, and email resources rely on the Pupil’s Identification Number (“PIN”), and that the PIN is considered a

¹ All statutory references are to the Education Code unless otherwise designated.

pupil record to be protected to the same extent as other pupil records under this MOU.

C. City will provide training to designated Library staff responsible for implementing the terms of this MOU to ensure the security and confidentiality of pupil records. (§ 49073.1(b)(5).)

D. To the extent that Library staff have access to any personally identifiable information from pupil records: (1) it will not use such information for any purpose, including targeted advertising, except for the legitimate educational purpose of providing services pursuant to this MOU; and (2) it shall not disclose this information to any other party for any reason, except as required by law. (§ 49073.1(b)(3) and (9).)

E. Pupil records will not be retained or available to City upon the completion of the terms of this MOU. City will destroy all personally identifiable data obtained under this MOU when it is no longer needed for the purpose for which it was obtained, or transfer such data to the District or District's designee, according to a schedule and procedure agreed upon by the City and District. However, this provision shall not apply to pupil-generated content to the extent that the pupil chooses to maintain a personal Library account with the City, which is not subject to this MOU. (§ 49073.1(b)(7).)

III. TERM

A. This MOU will commence on October 3, 2017, and terminate June 30, 2018, unless terminated earlier as described below. Thereafter, this MOU may be extended by written amendment at City's discretion for an additional 5 years.

B. This MOU may be terminated by either party by giving 60-days advance notification to the other party in writing.

IV. MISCELLANEOUS PROVISIONS

A. Each party will comply with all applicable federal and state laws (including the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g)) which govern pupil records and Library records. (§ 49073.1(b)(8).)

B. Pupil records continue to be the property of and under the control of District. (§ 49073.1(b)(1).)

C. Notwithstanding section IV.B, above, City will establish procedures by which pupils may retain possession and control of their own pupil-generated content, including options by which a pupil may transfer pupil-generated content to a personal Library account. (§ 49073.1(b)(2).)

D. City and District will establish procedures by which a parent, legal guardian, or eligible pupil, may review personally identifiable information on the pupil's records and correct erroneous information. (§ 49073.1(b)(4).)

E. In the event of an unauthorized disclosure of any pupil's records that are stored in the Library system, City shall immediately notify the District of the nature, scope and severity of the breach. District will develop and implement procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records. (§ 49073.1(b)(6).)

F. This MOU may only be amended in writing and signed by both parties.

G. Any notice required to be given by this MOU will be sufficient if hand delivered mailed or sent prepaid by commercial overnight delivery services as follows or to such other addresses as the affected parties will specify in writing.

To City:

Library Services Department
City of Pleasanton
400 Old Bernal Ave.
Pleasanton, CA 94566


To District:

Pleasanton Unified School District
4665 Bernal Ave.
Pleasanton, CA 94566

H. To the full extent permitted by law, City and District shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under 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 Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

THIS MOU is executed the date and year first above written.

CITY OF PLEASANTON

By: 
Nelson Fialho, City Manager

PLEASANTON UNIFIED SCHOOL DISTRICT

By: 
David Haglund, Superintendent

ATTEST:


Karen Diaz, City Clerk

APPROVED AS TO FORM:


Daniel G. Sodergren, City Attorney