

**Interlocal Cooperative agreement between
Upper Skagit Library
And
Concrete School District**

This AGREEMENT (herein "Agreement") is made and entered into by and between Upper Skagit Library, a Washington library district (herein "Library") and Concrete School District #11 (herein "District") pursuant to the authority granted by Chapter 39.34 RCW, Interlocal cooperation act. Library and District may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties." In consideration of the following, the parties mutually agree as follows:

WHEREAS, the Student Card program is a Library initiative designed to provide access to, and promote the use of, online and physical public library resources for every student enrolled in the District. In partnership with the District, the Library will make available to students and teachers, a wide array of physical and electronic resources: research databases, downloadable eBooks, and other tools. This resource provision will take place virtually and physically by students via their unique District student identification number;

Whereas, in order to facilitate the Student Card program an exchange of specific student data from District to Library must occur. This exchange of student data is necessary to enable the Library to provide access to the Library's electronic resources and eBook collections to all students attending District schools;

Whereas, the parties wish to clearly define roles and responsibilities of the parties as they relate to the Student Card program;

Now, Therefore, for and in consideration of the promise set forth hereafter, the Library and District hereby agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be from date at which both parties have completed execution through July 31, 2026, unless sooner terminated pursuant to the terms herein.
2. **RESPONSIBILITIES OF THE PARTIES:** The Responsibilities of the parties to the agreement shall be as follows:
 - a. The District will:
 - i. Provide a mechanism for parents to "opt-out" of the sharing of student data.
 - ii. Allow Library to engage with District personnel and students for the purposes of promoting and educating District staff and students about Library resources and their use.
 - iii. Provide a link to the Library website on District laptops.

- iv. Allow emails from Evergreen/Equinox and those ending in @upperskagitlibrary.org to reach students for the purpose of notifying users of reserve and overdue notifications.
- v. Provide data elements in a CVS format to a secure site for upload to Library database for students in grades Kindergarten through 12th at a minimum three times per school year (September 20 each year, January 1, May 30). Data shared by the parties under this Agreement shall be limited to the following data elements: Student Full Name; Student ID #; School Name; Student Date of Birth; Student Grade; Student Graduation Year; Student Email; Student Mailing Address.
- vi. District will not include student records that have been opted-out of the program in data transfers to the Library.

b. The Library will:

- i. Provide access to physical items and all of Library's electronic library resources as agreed to for students enrolled in the District. The maximum limit of items will be set at 10 items as determined by the Library.
- ii. Provide supporting documents to the District for promotion and education regarding the student card for parents and students in print and digital format where appropriate.
- iii. Provide necessary support for District personnel and students to enable and encourage effective use of Library resources.
- iv. Abide by any restrictions set forth by the District in terms of data sharing.
- v. Abide by Family Educational Rights and Privacy Act of 1974 (FERPA) and maintain the confidentiality of student data released to the Library.
- vi. Format students identification numbers to integrate them into the Library's patron database. If this is not possible, the Library will provide physical library cards with unique numbers for each student.
- vii. Upload District provided student data to the Library patron database at regular intervals.

3. Payment:

- a. The Library and District will reassess costs on a yearly basis.
 - i. This can include payment for the Integrated Library System (ILS) or any staff costs.
 - ii. For the first year the school district will cover the costs for the cards for every up to \$600, and if a new run of library cards is required we will split costs.

4. Administration: Library and District agree to provide appropriate staff support to execute their data management and custodial responsibilities under this agreement.

- a. The following Person(s) will serve as primary contact(s) at Library and District for matters relating to the transfer and management of data:

Library: Loly Gomez: loly@upperskagitlibrary.org

District: Nathaniel Martin: nmartin@concrete.k12.wa.us

- b. The following person(s) will serve as primary contact(s) at Library and District for matters relating to administration of this agreement:

Library: Erica Brown: director@upperskagitlibrary.org

District: Carrie Crickmore, ccrickmore@concrete.k12.wa.us

5. **Permissible Student Data Use and Sharing Under This Agreement:** Student data will be used solely for the following purposes:
 - a. For inclusion in the Library's patron database which is used to allow students to access electronic and library resources.
 - b. For program evaluation purposes.
6. **Ownership of Student Data:** All student data shared as part of this agreement will remain the property of the District and is intended to retain its character as FERPA protected student records, also protected under Washington Law. This agreement represents and warrants that the student data covered under this agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as [a] specified herein, [b] approved in an executed Data Sharing Agreement, or [c] as required by law.
7. **Custodial Responsibility and Student Data Stewardship**
 - a. Library agrees not to use the student data for any purposes other than for those specified in this agreement. In addition, Library agrees to fully cooperate with District in the event that an adult individual or the parent/guardian of a child under 18 years old request the opportunity to review their personally identifiable information disclosed to Library by District or wishes to revoke consent to share data with Library.
 - b. For the purposes of this agreement and ensuring the parties compliance with the terms of this agreement and all applicable state and federal laws, the parties designate Library as the custodian of their patron database. Library will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements to prevent unauthorized use of student data as specified in this agreement.
 - c. While Library will make its best efforts to facilitate the secure transmission of data between the parties, Library is not responsible for ensuring the internal or network security of any party for breaches of security occurring prior to the confirmed receipt of or access to data.

- d. Library and District will inform each other, in writing, of the staff member(s) assigned to each role, as well as changes in staffing for these roles. Library and District agree that roles specified may be performed by multiple staff members.
8. **Treatment of Assets and Property:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Any property owned and used by the Upper Skagit Library in connection with this Agreement shall remain the property of the Library, unless otherwise specifically provided for in this Agreement.
9. **No Partnership or Joint Venture:** No partnership and/or joint venture exists between the parties, and no partnership/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.
10. **No Third Party Beneficiaries:** This agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.
11. **Indemnification:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from such liabilities, loss and/or expense, including but not limited to: judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.
12. **Termination:** Any party hereto may terminate this Agreement upon sixty (60) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this

Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 11 shall survive such termination.

13. Changes, Modification, Amendments, and Waivers: The Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
 - a. Both parties shall review the agreement once per each year and can make changes at that time.
14. Severability: In the event any terms or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
15. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, orator otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
16. Status of Agreement: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein.
17. Assignment and Subcontracting: No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.
18. Default: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.
19. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.
20. Captions & Counterparts: the captions of this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such

counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

21. Neutral Authorship: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

IN WITNESS WHEREOF, the Upper Skagit Library and the Concrete School District have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

Upper Skagit Library

Concrete School District #11

Erica Brown Director
Name and Title

Carrie Cickamore, Interim Superintendent
Name and Title


Signature


Signature

12/6/23
Date

11/30/2023
Date