

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE ORLAND UNIFIED SCHOOL DISTRICT AND THE CITY OF ORLAND**

This Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into this xx day of xx, 2026, between The Orland Unified School District (known as OUSD and referred to herein as “OUSD” or “the District”) and the City of Orland (“City”), for a collaboration between OUSD and Orland Free Library (the “the Library” or “OFL”). City and OUSD are sometimes referred to in this MOU individually as a “Party” and collectively as the “Parties.”

### **Background.**

Over the last year, OUSD staff and OFL staff have built a strong relationship working to improve literacy skills and access to reading material to our shared constituency. The goal of both organizations is to increase literacy and educational success through a strategic and sustainable collaboration. In order to achieve this, the Library and the District seek to build a strong relationship at the administrative level in order to work together more collaboratively and demonstrate measurable impact. OUSD and OFL would like to develop an infrastructure that will allow OUSD students to easily access and use the Orland Free Library’s electronic and print resources freely through the use of a joint Student ID/Library Card known as the Student Success Card. The Student Success Card will focus on supporting Orland students’ education and launching them into a successful career and life with a library card that will provide the benefits of life-long learning.

Both OUSD and OFL understand that such services shall be provided at no cost to OUSD.

The initial term of this Agreement shall be one year from the date first written above, and shall automatically renew for successive one-year terms. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice.

### **History of Relationship.**

OUSD and OFL have a long history of working together as educational partners, with the Library serving as an extension of the classroom—providing students with access to books, computers, free tutoring, reading programs, technology support and dozens of other important educational resources during out-of-school time.

Additionally, both organizations have aligned around a focus on supporting traditional and digital literacy, and are committed to creating a community of readers, empowering individuals with free access to information, building a welcoming place where reading, learning and imagination thrive, maximizing academic achievement, and preparing every child to lead a rich and productive life.

The parties enter this Agreement to confirm their agreements regarding these matters.

### **Agreement.**

OFL and OUSD desire to collaborate on activities to improve the educational opportunities and outcomes of the children both institutions share.

In order to achieve an effective collaboration, OFL and OUSD need to share information about the children that may otherwise be prohibited from disclosure.

For and in consideration of the mutual promises set forth in this Agreement, the parties do mutually agree as follows:

**A. Obligations of OFL.**

In connection with this Agreement, the OFL agrees to the following:

1. OFL will streamline student access to databases, print and e-materials by integrating OUSD Student ID numbers and OFL Library accounts through the Student Success Card initiative, allowing every student in OUSD schools seamless access to Library databases and materials. The Library will work with staff and teachers on implementation and training and will curate and highlight educational resources and digital content, supporting OUSD curriculum goals.
2. Work collaboratively with OUSD to further deepen the partnership between the agencies.
3. Provide OUSD with data about student participation and usage.
4. OFL agrees to provide the information specified in this MOU to OUSD in consideration for OUSD's agreement to keep the information confidential as provided in this MOU.

**B. Obligations of OUSD.**

In connection with this Agreement, the OUSD agrees to the following:

1. OUSD will support implementation of the Student Success Card initiative by providing to OFL: Student ID Number, first and last name, and school of each student enrolled in OUSD. This database will be updated as needed to ensure new students enrolled in the district have access.
2. OUSD agrees to provide the information specified in this MOU to OFL in consideration for OFL's agreement to keep the information confidential as provided in this MOU.

**C. Confidentiality.**

1. OUSD maintains 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.
2. California Education Code §§ 49061 and 49073 authorizes OUSD 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.
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. OFL and OUSD agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of the OFL provided information and the OUSD provided information.

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 OFL provided information and/or the OUSD provided information.

6. To the extent that OFL has access to any personally identifiable information from students' education records, OFL agrees that it shall not use such information except for the legitimate educational purpose of providing services pursuant to this Agreement and that it shall not disclose this information to any other party for any reason. OFL's staff agrees to comply with all applicable federal and state regulations governing the student records, including FERPA.

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 OFL staff (including their supervisors), and City Attorneys assigned to the projects (including their supervisors). For the OUSD, such records may only be shared with the staff assigned to the project, site principals, and the General Counsel and legal staff working on the project.

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.

#### **D. General Provisions.**

1. OUSD shall name a project manager for the OUSD. The project manager shall be the OUSD's representative in connection with this Agreement.

2. OFL Library Director. The OFL Library Director or designee shall be fully authorized to act on behalf of the OFL in connection with this Agreement.

3. Indemnity/Hold Harmless. Both Parties agree to indemnify the other Party and each other's councilmembers, board members, officers, agents and employees against, and to hold the same free and harmless from, any and all claims, demands, damages, injuries, losses, costs, expenses, actions or liabilities caused through the indemnifying Party's negligent acts or omissions or willful misconduct.

4. Insurance. Both parties shall maintain and provide evidence of self-insurance for the duration of this Agreement.

5. Expenses. Any expenses related to the provision of services incurred by OFL shall be the sole responsibility of the OFL incurring such costs. All costs related to the provision of student ID cards will be the sole responsibility of OUSD.

6. Termination. Either Party may terminate this MOU without cause at any time by giving thirty days' prior written notice to the other Party of such termination and specifying the effective termination date.

7. Partnership. The provisions of this Agreement are not intended to create, and shall not be interpreted to create a joint venture, a partnership or any similar relationship between the parties.

8. Amendments. Any amendments or modifications to this MOU must be mutually agreed upon by the Parties in writing.

9. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of California. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the Superior Court of California, County of Glenn.

10. Notices. Formal notices, demands, and communications between OFL and OUSD shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail postage prepaid, return receipt requested or delivered by reputable overnight delivery service, return receipt requested or delivered personally with a delivery receipt, to the offices of OFL and OUSD as follows:

Orland Unified School District      City of Orland  
Library Director  
Orland Free Library  
Orland, CA 95963  
333 Mill Street  
Orland, CA 95963

#### **E. Pupil Records.**

1. The information OUSD provides to OFL under this Agreement constitutes "pupil records" as defined in California Education Code § 49073.1 and may include personally identifiable information from "education records" as defined under FERPA, 20 U.S.C. § 1232g. All such records remain the property of, and under the control of, OUSD; OFL has only a limited, nonexclusive right to use them to perform this Agreement.

2. For purposes of FERPA, OFL is designated as a "school official" performing an institutional service for which OUSD would otherwise use its own employees, with "legitimate educational

interests” in the pupil records furnished under this Agreement, within the meaning of 34 C.F.R. § 99.31(a)(1)(i)(B). OFL shall comply with the limitations FERPA imposes on school officials, including the redisclosure restrictions of 34 C.F.R. § 99.33.

3. OFL shall not use pupil records, or information derived from them, for any purpose other than performing this Agreement. OFL shall not use pupil records for advertising or marketing, engage in targeted advertising based on pupil records, or mine pupil records for any purpose unrelated to this Agreement.

4. OFL shall maintain reasonable administrative, physical, and technical safeguards to protect pupil records from unauthorized access, use, disclosure, alteration, or destruction. Immediately upon becoming aware of any unauthorized access to or disclosure of pupil records, or of circumstances that could have resulted in such access or disclosure, OFL shall notify OUSD in writing, fully investigate the incident, and cooperate fully with OUSD’s investigation and response. Except as otherwise required by law, OFL shall not provide notice of any such incident directly to parents, legal guardians, pupils, regulatory agencies, or other third parties without OUSD’s prior written consent.

5. Upon termination or expiration of this Agreement, OFL shall, at OUSD’s election, return all pupil records to OUSD or securely destroy them and provide OUSD with written confirmation of destruction. This Section E shall survive termination of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.