

**CHAPTER 28E AGREEMENT BETWEEN THE MARION PUBLIC LIBRARY BOARD OF TRUSTEES AND THE LINN-MAR COMMUNITY SCHOOL DISTRICT FOR THE PROVISION OF STUDENT LIBRARY CARDS TO LINN-MAR COMMUNITY SCHOOL DISTRICT STUDENTS.**

This Chapter 28E Agreement (“this Agreement”) is made and entered into by and between the Marion Public Library Board of Trustees and the Linn-Mar Community School District referred to herein individually as an "Entity" or jointly as the "Entities" pursuant to Chapter 28E of the Iowa Code. Both entities are public entities within the State of Iowa.

WHEREAS, the Marion Public Library strives 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 which we serve; and

WHEREAS, the mission of the Linn-Mar Community School District is to inspire learning, unlock potential, and empower achievement; and the vision of Marion Public Library is that our library will be the spark, lighting the way for imagination, growth, learning and connection for our community; and

WHEREAS, the Marion Public Library and the Linn-Mar Community School District share a common interest in collaborating to eliminate barriers in order to support students achieving their academic goals.

NOW, THEREFORE, it is hereby agreed by and between the Marion Public Library Board of Trustees and Linn-Mar Community School District School Board as follows:

**1. Duration, Termination, and Modification**

The term of this Agreement shall commence July 1, 2020 and shall be renewed automatically for succeeding terms of one year each (“Contract Year”) beginning annually on July 1 and ending on June 30, unless written notice to the contrary is received no later than March 1. Such notice may be given by personal delivery to the President of the Board of Trustees of Marion Public Library and the Linn-Mar Community School District Superintendent, or by certified mail to said officials. Unless

terminated as provided herein or as provided by law, Contract Year shall run concurrently with the appropriate budgetary fiscal year for Marion Public Library.

This agreement shall not be modified except by written agreement signed by both Entities.

## **2. No Separate Entity**

2.1 No separate legal entity is created by this Agreement. Each entity or each entity's library director or designee will act as administrator of the duties of their Library hereunder.

## **3. Purpose**

The Marion Public Library and the Linn-Mar Community School District agree to work collaboratively as outlined in this Agreement to issue a Student Library Card to each student in the Linn-Mar Community School District. The Student Library Cards will be issued in a mutually agreed upon manner to include all Linn-Mar Community School District students.

### **A. Student Library Card**

3.1 The Student Library Card will use the student's Linn-Mar Community School District issued six-digit ID number as part of the Student Library Card account number at the Marion Public Library.

3.2 The Student Library Card will allow borrowing privileges of physical materials at each of the Metro Library Network locations (Marion Public Library, Cedar Rapids Public Library, and Hiawatha Public Library).

3.3 The Student Library Card will provide access to electronic resources offered by Marion Public Library, including research and homework databases; learning resources; downloadable e-books, audiobooks, music, magazines and video streaming.

3.4 The Student Library Card will be subject to circulation policies and procedures as outlined by Marion Public Library's governing body, except as specifically provided otherwise herein.

3.5 Overdue fines will not be charged on any materials checked out with the Student Library Card. If a student has lost more than five (5) items, borrowing privileges for physical materials may be suspended until materials are returned or replaced.

#### **4- Operating Responsibilities**

4.1 ALL PARTIES agree that all registration and circulation records pertaining to the Student Library Card will remain confidential in accordance with the State of Iowa Confidentiality and Privacy laws and any other applicable statutes and will not be disclosed except in accordance with §22.7 of the Code of Iowa and the Family Educational Rights and Privacy Act 20 USC §1232g

#### **5- Marion Public Library Operating Responsibilities**

5.1 Work jointly with the Linn-Mar Community School District to develop information that describes the Student Library Card program to parents or legal guardians.

5.2 Work jointly with the Linn-Mar Community School District to provide information to the Linn-Mar Community School District teachers and administrators regarding the Student Library Card program.

5.3 Provide sufficient time for Public Library staff to physically or virtually visit Linn-Mar Community School District schools to build and strengthen local partnerships and provide information on the Student Library Card program.

5.4 Work jointly with the Linn-Mar Community School District for any promotions and events.

5.5 Ensure promotional materials include language that states "Linn-Mar Community School District in collaboration with Marion Public Library."

#### **SECTION 6- Linn-Mar Community School District Operating Responsibilities**

6.1 Provide pertinent information about the Student Library Card program to parents or legal guardians and offer parental opt-out opportunities.

6.2 Provide Linn-Mar Community School District student data to the Marion Public Library's integrated library system in a format specified by Marion Public Library via a secure electronic delivery method, and in compliance with §22.7 of the Code of Iowa and the Family Educational Rights and Privacy Act 20 USC §1232g.

6.3 Provide evaluation and feedback to Marion Public Library from Linn-Mar Community School District teachers, administrators, students and their families or legal guardians.

6.4 Work jointly with Marion Public Library for any promotions and events. Ensure promotional materials include language that states "Linn-Mar Community School District in collaboration with Marion Public Library."

## **7. Administration**

7.1 Marion Public Library's library director or their designee and a designee of the Linn-Mar Community School District will meet as needed, and mutually agree on administration and other joint matters.

7.2 Procedures will be developed jointly and are subject to approval by the Marion Public Library director or their designee and the Linn-Mar Community School District.

## **8. Property**

8.1 Resources acquired by Marion Public Library and shared remain the property of the purchasing library as allowed by the individual contracts and license agreements.

8.2 No real or personal property shall be jointly acquired, held, or disposed of in the execution of this agreement.

## **9. Filing with the Secretary of State**

9.1 Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State in an electronic format and in a manner specified by the Secretary of State.

## **10. Good Faith, Hold Harmless, and Reservation of Defenses**

10.1 The Entities, their agents, officers, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Entities or their designees.

10.2 The Entities agree save, indemnify, and hold harmless each other against all liabilities, judgments, costs, and expenses which may in any way come against either Entity resulting from carelessness or neglect of the other Entity or its agents, employees, or representatives.

10.3 The Entities to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective Entity or party and nothing herein shall be so construed. Each Entity to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to, asserting defenses or immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Entity to this Agreement.

## **11. Execution**

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original, and which together shall constitute one and the same instrument. In addition, the Entities agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any entity and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

**Signed:**

\_\_\_\_\_ Board of Education Representative, Linn-Mar Community  
School District

\_\_\_\_\_ Shannon Bisgard, Superintendent, Linn-Mar Community  
School District

\_\_\_\_\_ Sally Reck, Board of Trustees President, Marion Public Library

\_\_\_\_\_ Hollie Trenary, Library Director, Marion Public Library