

**MEMORANDUM OF UNDERSTANDING REGARDING PUEBLO CITY-COUNTY
LIBRARY DISTRICT COLLABORATION WITH PUEBLO SCHOOL DISTRICT
NO.60**

This Memorandum of Understanding (this “Agreement”) is made and entered into as of the 27th day of June, 2017 between Pueblo School District No. 60 (known as “PSD60”) located at 315 W. 11th Street, Pueblo, Colorado 81003 and Pueblo City-County Library District (known as “PCCLD”) located at 100 E. Abriendo Avenue, Pueblo, Colorado 81004.

Background

WHEREAS, in Spring 2015 the Pueblo City County Library District was contacted by the White House to participate in an initiative called ConnectEd. The goal of the ConnectEd initiative calls upon library directors to work with their school leaders, school librarians, and city officials to provide wider access to the learning resources and books of America’s libraries; and

WHEREAS, Shortly after President Obama announced his ConnectEd in April 2015, PCCLD began a discussion with city and school officials exploring method and commitment to this initiative; and

WHEREAS, More than 60 cities, are participating in the ConnectEd Library Challenge. In addition to the Pueblo City County Library District and the local school districts, this initiative includes partnerships with the Institute of Museum of Library Services (IMLS), the American Library Association (ALA), the Urban Libraries Council (ULC), and the White House; and

WHEREAS, The purpose of the ConnectEd initiative is to develop an infrastructure that will allow students in Pueblo County access to and use of the Library’s physical and digital materials freely, the Library and PSD70 will leverage our collaboration for innovative and cost effective ways to better utilize the library’s resources to serve PSD60 students, their families, and staff; and

History of Relationship

WHEREAS, PCCLD and PSD60 have had an ongoing relationship in the mutual effort to improve the lives of citizens of Pueblo County. In addition to access to books, computers, and online resources; PCCLD has provided opportunities for Early Literacy, STEM exploration, seasonal reading incentives, visiting authors, and much more educational opportunities both in school outreach and during out of school activities; and

WHEREAS, Both organizations have aligned around a focus on 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Services Provided without Cost: Both PSD60 and PCCLD agree that the services provided by PCCLD shall be provided at no cost to PSD60.

2. Term: This term between PSD60 and PCCLD is effective the 27th day of June, 2017 and will remain in effect until either of the parties give 30 day notice of that institution's intent to terminate the agreement.

3. PCCLD's Obligations: In connection with this Agreement, PCCLD agrees to the following:

- A. PCCLD will streamline student access to databases and materials by integrating PSD60 Student ID numbers into PCCLD accounts through the Connect ED initiative, allowing every student in PSD60 instant access to Library databases and materials, to enhance the technology and material access and available to students. Implementation will include training for students and staff of the Library's education resources.
- B. Work collaboratively with PSD60 to further deepen the partnership between the Library and PSD60.
- C. Provide PSD60 with data about student participation in annual summer reading program, including student name, grade, and school.
- D. Establish a data field into the Library's integrated library system ("System") identifying all cards issued to the PSD60 students through the Connect Ed initiative. The PSD60 Student ID number will be stored in the System and used as the User ID, the library card number.
- E. Work jointly with PSD60 to develop a handout/letter describing the policies/goals of the Connect Ed initiative.
- F. Work jointly with PSD60 to develop and disseminate external media coverage.
- G. Provide training related to use of library resources, including but not limited to online resources.
- H. PCCLD will continue to develop and provide appropriate collections to assist with the overall reading for children and adults in the whole community.

4. PSD60's Obligations: In connection with this Agreement, PSD60 agrees to the following:

- A. PSD60 will support implementation of the ConnectEd initiative by providing to PCCLD: Student ID number, first and last name, birthdate, address, phone number, email address for each child enrolled in upcoming school year. The database will be updated on September 1st with the initial load of students and thereafter on a weekly basis.
- B. Provide an option at registration or during record updates for the parent/guardian to opt out of this program, and provide that information to PCCLD so the records may be updated.

- C. In collaboration with PCCLD staff, help to facilitate the introduction of professional development opportunities for PSD60 teachers on an annual basis, surrounding the Connect Ed initiative and other PCCLD projects.
 - D. Distribute policies/goals/awareness to all students and guardians of PSD60.
 - E. Work jointly with PCCLD to develop a handout/letter describing the policy/goals of the card initiative.
 - F. Work jointly with PCCLD to develop and disseminate external media coverage.
5. Data Privacy and Security: The parties agree that all student data or student personally identifiable information, as defined herein, provided by PSD60 is considered confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to students' education records. "Student Personally Identifiable Information" (hereinafter, PII) means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by PSD60 or PCCLD including, but not limited to, a student's name, the name of the students' parent or other family member, the address of the student or a student's family, a personal identifier such as the student's social security number, student number or biometric record, and other indirect student identifiers such as a student's date of birth, place of birth, or mother's maiden name. To the extent that PCCLD has access to any PII from students education records or otherwise, PCCLD 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 re-disclose this information to any other party for any other reason. PCCLD's staff agrees to comply with all applicable federal and state regulations governing the student records, including FERPA. For purposes of this Agreement, it is acknowledged that PSD60 shall at all times have direct control over PCCLD with respect to PCCLD' use and maintenance of PII and PCCLD will, at PSD60's written request or upon termination or expiration of this Agreement, promptly return to PSD60 all PII or securely dispose of all PII. At the time of the request or termination of this Agreement, if any student has PCCLD materials that have been borrowed and not yet returned, PCCLD may retain the PII as related to that student and delete that record when the materials are returned, or if not returned, when the matter is otherwise resolved with the student.
6. Confidentiality of PCCLD Users: The parties agree that PCCLD supports and complies with the Colorado Library User Records Privacy Act (CRS 24-90-119, 2015) with respect to the confidentiality of library records. All library records relating to a customer's use of PCCLD and its resources are confidential.
7. Confidentiality Compliance: PCCLD's staff will sign a statement in which they agree to keep confidential all PSD60 student record information.
8. Project Coordinator: R. Dalton Sprouse, Director of Communications, is designated as the Project Coordinator for PSD60. The project coordinator shall be the PSD60's representative in connection with the performance of PCCLD under this Agreement.

9. PCCLD Supervisor. Jill Deulen, Director of Technical Services and Collection Development is designated as the Supervisor for the PCCLD. THE PCCLD Supervisor is fully authorized to act on behalf of PCCLD in connection with this Agreement.

10. Indemnity. To the extent permitted by law but without waiving any of the protections provided by the Colorado Governmental Immunity Act, each party shall indemnify, protect, defend and hold the other, its members, officers, directors and employees harmless from and against any and all losses in connection with injury (including death) or damage to any person, property or business sustained resulting from negligence of its agents, contractors, employees and licensees.

11. Termination for Convenience. In addition to all the other rights which PSD60 or PCCLD may have to cancel this Agreement, each shall have the further right, without assigning any reason therefore, to terminate any work under this Agreement, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing to the other party at the address identified below.

12. Expenses: Any expense related to the provision of services incurred by PCCLD shall be the sole responsibility of PCCLD incurring such costs.

13. No 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. No officer, manager, director, employee, agent, affiliate or other person associated with one party shall be deemed to be an officer, manager, director, employee, agent, contractor, or subcontractor of the other party by reason of this agreement.

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

PUEBLO SCHOOL DISTRICT NO. 60
BOARD OF EDUCATION

X

Phyllis Sanchez
President, Board of Education

Approved as to form:

X

Richard Bump
Caplan and Earnest LLC

PUEBLO CITY COUNTY LIBRARY DISTRICT

X

Donna Pickman
President, Library Board of Trustees

**MEMORANDUM OF UNDERSTANDING
REGARDING PUEBLO CITY-COUNTY LIBRARY DISTRICT COLLABORATION
WITH PUEBLO SCHOOL DISTRICT NO.60**

This Memorandum of Understanding (this “Agreement”) is made and entered into as of the 27th day of June, 2017 between Pueblo School District No. 60 (known as “PSD60”) located at 315 W. 11th Street, Pueblo, Colorado 81003 and Pueblo City-County Library District (known as “PCCLD”) located at 100 E. Abriendo Avenue, Pueblo, Colorado 81004.

Background

WHEREAS, in Spring 2015, ~~the Pueblo City-County Library District~~ PCCLD was contacted by the White House to participate in an initiative called ConnectEd. The goal of the ConnectEd initiative calls upon library directors to work with their school leaders, school librarians, and city officials to provide wider access to the learning resources and books of America’s libraries; and

WHEREAS, Sshortly after President Obama announced his ConnectEd in April 2015, PCCLD began a discussion with city and school officials exploring method and commitment to this initiative; and

WHEREAS, More than 60 cities, are participating in the ConnectEd Library Challenge. In addition to ~~the Pueblo City-County Library District~~ PCCLD and the local school districts, this initiative includes partnerships with the Institute of Museum of Library Services (IMLS), the American Library Association (ALA), the Urban Libraries Council (ULC), and the White House; and

WHEREAS, The purpose of the ConnectEd initiative is to develop an infrastructure that will allow students in Pueblo County access to and use of ~~the Library~~ PCCLD’s physical and digital materials freely, ~~the Library~~ PCCLD and PSD70 will leverage our collaboration for innovative and cost effective ways to better utilize the library’s resources to serve PSD60 students, their families, and staff; and

History of Relationship

WHEREAS, PCCLD and PSD60 have had an ongoing relationship in the mutual effort to improve the lives of citizens of Pueblo County. ~~In addition to~~ by providing access to books, computers, and online resources; PCCLD has provided opportunities for Early Literacy, STEM exploration, seasonal reading incentives, visiting authors, and ~~much~~ many more educational opportunities both in school outreach and during out of school activities; and

WHEREAS, Both organizations have aligned around a focus on 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Services Provided without Cost: Both PSD60 and PCCLD agree that the services provided by PCCLD shall be provided at no cost to PSD60.

2. Term: ~~This term between PSD60 and PCCLD is effective the 27th day of June, 2017 and will remain in effect until either of the parties give 30 day notice of that institution's intent to terminate the agreement. Subject to earlier termination as provided herein, the initial term of this Agreement shall be one year commencing effective July 1, 2017, and shall automatically renew for additional periods of one year.~~
3. PCCLD's Obligations: In connection with this Agreement, PCCLD agrees to the following:
 - A. PCCLD will streamline student access to databases and materials by integrating PSD60 Student ID numbers into PCCLD accounts through the ConnectEd ~~ED~~ initiative, allowing every student in PSD60 instant access to ~~Library~~PCCLD databases and materials, to enhance the technology and material access and available to students. Implementation will include training for students and staff of ~~the Library~~PCCLD's education resources.
 - B. Work collaboratively with PSD60 to further deepen the partnership between ~~the~~ ~~Library~~PCCLD and PSD60.
 - C. Provide PSD60 with data about student participation in annual summer reading program, including student name, grade, and school.
 - D. Establish a data field into ~~the Library~~PCCLD's integrated library system ("System"), identifying all cards issued to the PSD60 students through the Connect-Ed initiative. The PSD60 Student ID number will be stored in the System and used as the User ID, and the ~~library~~PCCLD card number.
 - E. Work jointly with PSD60 to develop a handout/letter describing the policies/goals of the Connect-Ed initiative.
 - F. Work jointly with PSD60 to develop and disseminate external media coverage.
 - G. Provide training related to use of library resources, including but not limited to online resources.
 - H. PCCLD will continue to develop and provide appropriate collections to assist with the overall reading for children and adults in the whole community.
4. PSD60's Obligations: In connection with this Agreement, PSD60 agrees to the following:
 - A. PSD60 will support implementation of the ConnectEd initiative by providing to PCCLD: Student ID number, first and last name, birthdate, address, phone number, email address for each child enrolled in upcoming school year. The database will be updated on September 1st with the initial load of students and thereafter on a weekly basis.

- B. Provide an option at registration or during record updates for the parent/guardian to opt out of this program, and provide that information to PCCLD so the records may be updated.
 - C. In collaboration with PCCLD staff, help to facilitate the introduction of professional development opportunities for PSD60 teachers on an annual basis, surrounding the ConnectEd initiative and other PCCLD projects.
 - D. Distribute policies/goals/awareness [related to ConnectEd](#) to all students and guardians of PSD60.
 - E. Work jointly with PCCLD to develop a handout/letter describing the policy/goals of the card initiative.
 - F. Work jointly with PCCLD to develop and disseminate external media coverage.
5. Data Privacy and Security: The parties agree that all student data or student personally identifiable information, as defined herein, provided by PSD60 is considered confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to students' education records. "Student Personally Identifiable Information" (hereinafter, PII) means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by PSD60 or PCCLD including, but not limited to, a student's name, the name of the students' parent or other family member, the address of the student or a student's family, a personal identifier such as the student's social security number, student number or biometric record, and other indirect student identifiers such as a student's date of birth, place of birth, or mother's maiden name. To the extent that PCCLD has access to any PII from students education records or otherwise, PCCLD 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 re-disclose this information to any other party for any other reason. PCCLD's staff agrees to comply with all applicable federal and state regulations governing the student records, including FERPA. For purposes of this Agreement, it is acknowledged that PSD60 shall at all times have direct control over PCCLD with respect to PCCLD' use and maintenance of PII and PCCLD will, at PSD60's written request or upon termination or expiration of this Agreement, promptly return to PSD60 all PII or securely dispose of all PII. At the time of the request or termination of this Agreement, if any student has PCCLD materials that have been borrowed and not yet returned, PCCLD may retain the PII as related to that student and delete that record when the materials are returned, or if not returned, when the matter is otherwise resolved with the student.
6. Confidentiality of PCCLD Users: The parties agree that PCCLD supports and complies with the Colorado Library User Records Privacy Act (CRS 24-90-119, 2015) with respect to the confidentiality of library records. All library records relating to a customer's use of PCCLD and its resources are confidential.
7. Confidentiality Compliance: PCCLD's staff will sign a statement in which they agree to keep confidential all PSD60 student record information.

8. Project Coordinator: R. Dalton Sprouse, Director of Communications, is designated as the Project Coordinator for PSD60. The project coordinator shall be the PSD60's representative in connection with the performance of PCCLD under this Agreement.
9. PCCLD Supervisor. Jill Deulen, Director of Technical Services and Collection Development is designated as the Supervisor for the PCCLD. THE PCCLD Supervisor is fully authorized to act on behalf of PCCLD in connection with this Agreement.
10. Indemnity. To the extent permitted by law but without waiving any of the protections provided by the Colorado Governmental Immunity Act, each party shall indemnify, protect, defend and hold the other, its members, officers, directors and employees harmless from and against any and all losses in connection with injury (including death) or damage to any person, property or business sustained resulting from negligence of its agents, contractors, employees and licensees.
11. Termination for Convenience. In addition to all the other rights which PSD60 or PCCLD may have to cancel this Agreement, each shall have the further right, without assigning any reason therefor, to terminate any work under this Agreement, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing to the other party at the address identified below.
12. Expenses: Any expense related to the provision of services incurred by PCCLD shall be the sole responsibility of PCCLD incurring such costs.
13. No 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. No officer, manager, director, employee, agent, affiliate or other person associated with one party shall be deemed to be an officer, manager, director, employee, agent, contractor, or subcontractor of the other party by reason of this agreement.

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

[Signature page follows this page]

PUEBLO SCHOOL DISTRICT NO. 60
BOARD OF EDUCATION

X

Phyllis Sanchez
President, Board of Education

Approved as to form:

X

Richard Bump
Caplan and Earnest LLC

PUEBLO CITY COUNTY LIBRARY DISTRICT

X

Donna Pickman
President, Library Board of Trustees

**MEMORANDUM OF UNDERSTANDING
REGARDING PUEBLO CITY-COUNTY LIBRARY DISTRICT COLLABORATION
WITH PUEBLO SCHOOL DISTRICT NO. 60**

This Memorandum of Understanding (this “Agreement”) is made and entered into as of the 27th day of June, 2017 between Pueblo School District No. 60 (known as “PSD60”) located at 315 W. 11th Street, Pueblo, Colorado 81003 and Pueblo City-County Library District (known as “PCCLD”) located at 100 E. Abriendo Avenue, Pueblo, Colorado 81004.

Background

WHEREAS, in Spring 2015, PCCLD was contacted by the White House to participate in an initiative called ConnectEd. The goal of the ConnectEd initiative calls upon library directors to work with their school leaders, school librarians, and city officials to provide wider access to the learning resources and books of America’s libraries; and

WHEREAS, shortly after President Obama announced his ConnectEd in April 2015, PCCLD began a discussion with city and school officials exploring method and commitment to this initiative; and

WHEREAS, more than 60 cities are participating in the ConnectEd Library Challenge. In addition to PCCLD and the local school districts, this initiative includes partnerships with the Institute of Museum of Library Services (IMLS), the American Library Association (ALA), the Urban Libraries Council (ULC), and the White House; and

WHEREAS, the purpose of the ConnectEd initiative is to develop an infrastructure that will allow students in Pueblo County access to and use of PCCLD’s physical and digital materials freely, PCCLD and PSD70 will leverage our collaboration for innovative and cost effective ways to better utilize the library’s resources to serve PSD60 students, their families, and staff; and

History of Relationship

WHEREAS, PCCLD and PSD60 have had an ongoing relationship in the mutual effort to improve the lives of citizens of Pueblo County by providing access to books, computers, and online resources; PCCLD has provided opportunities for Early Literacy, STEM exploration, seasonal reading incentives, visiting authors, and many more educational opportunities both in school outreach and during out of school activities; and

WHEREAS, both organizations have aligned around a focus on 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Services Provided without Cost: Both PSD60 and PCCLD agree that the services provided by PCCLD shall be provided at no cost to PSD60.

2. Term: Subject to earlier termination as provided herein, the initial term of this Agreement shall be one year commencing effective July 1, 2017, and shall automatically renew for additional periods of one year.
3. PCCLD's Obligations: In connection with this Agreement, PCCLD agrees to the following:
 - A. PCCLD will streamline student access to databases and materials by integrating PSD60 Student ID numbers into PCCLD accounts through the ConnectEd initiative, allowing every student in PSD60 instant access to PCCLD databases and materials, to enhance the technology and material access and available to students. Implementation will include training for students and staff of PCCLD's education resources.
 - B. Work collaboratively with PSD60 to further deepen the partnership between PCCLD and PSD60.
 - C. Provide PSD60 with data about student participation in annual summer reading program, including student name, grade, and school.
 - D. Establish a data field into PCCLD's integrated library system ("System"), identifying all cards issued to the PSD60 students through the ConnectEd initiative. The PSD60 Student ID number will be stored in the System and used as the User ID, and the PCCLD card number.
 - E. Work jointly with PSD60 to develop a handout/letter describing the policies/goals of the ConnectEd initiative.
 - F. Work jointly with PSD60 to develop and disseminate external media coverage.
 - G. Provide training related to use of library resources, including but not limited to online resources.
 - H. PCCLD will continue to develop and provide appropriate collections to assist with the overall reading for children and adults in the whole community.
4. PSD60's Obligations: In connection with this Agreement, PSD60 agrees to the following:
 - A. PSD60 will support implementation of the ConnectEd initiative by providing to PCCLD: Student ID number, first and last name, birthdate, address, phone number, email address for each child enrolled in upcoming school year. The database will be updated on September 1st with the initial load of students and thereafter on a weekly basis.
 - B. Provide an option at registration or during record updates for the parent/guardian to opt out of this program, and provide that information to PCCLD so the records may be updated.
 - C. In collaboration with PCCLD staff, help to facilitate the introduction of professional development opportunities for PSD60 teachers on an annual basis, surrounding the ConnectEd initiative and other PCCLD projects.

- D. Distribute policies/goals/awareness related to ConnectEd to all students and guardians of PSD60.
 - E. Work jointly with PCCLD to develop a handout/letter describing the policy/goals of the card initiative.
 - F. Work jointly with PCCLD to develop and disseminate external media coverage.
5. Data Privacy and Security: The parties agree that all student data or student personally identifiable information, as defined herein, provided by PSD60 is considered confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to students' education records. "Student Personally Identifiable Information" (hereinafter, PII) means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by PSD60 or PCCLD including, but not limited to, a student's name, the name of the students' parent or other family member, the address of the student or a student's family, a personal identifier such as the student's social security number, student number or biometric record, and other indirect student identifiers such as a student's date of birth, place of birth, or mother's maiden name. To the extent that PCCLD has access to any PII from students' education records or otherwise, PCCLD 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 re-disclose this information to any other party for any other reason. PCCLD's staff agrees to comply with all applicable federal and state regulations governing the student records, including FERPA. For purposes of this Agreement, it is acknowledged that PSD60 shall at all times have direct control over PCCLD with respect to PCCLD's use and maintenance of PII and PCCLD will, at PSD60's written request or upon termination or expiration of this Agreement, promptly return to PSD60 all PII or securely dispose of all PII. At the time of the request or termination of this Agreement, if any student has PCCLD materials that have been borrowed and not yet returned, PCCLD may retain the PII as related to that student and delete that record when the materials are returned, or if not returned, when the matter is otherwise resolved with the student.
6. Confidentiality of PCCLD Users: The parties agree that PCCLD supports and complies with the Colorado Library User Records Privacy Act (CRS 24-90-119, 2015) with respect to the confidentiality of library records. All library records relating to a customer's use of PCCLD and its resources are confidential.
7. Confidentiality Compliance: PCCLD's staff will sign a statement in which they agree to keep confidential all PSD60 student record information.
8. Project Coordinator: R. Dalton Sprouse, Director of Communications, is designated as the Project Coordinator for PSD60. The project coordinator shall be the PSD60's representative in connection with the performance of PCCLD under this Agreement.

9. PCCLD Supervisor: Jill Deulen, Director of Technical Services and Collection Development, is designated as the Supervisor for the PCCLD. THE PCCLD Supervisor is fully authorized to act on behalf of PCCLD in connection with this Agreement.
10. Indemnity: To the extent permitted by law but without waiving any of the protections provided by the Colorado Governmental Immunity Act, each party shall indemnify, protect, defend and hold the other, its members, officers, directors and employees harmless from and against any and all losses in connection with injury (including death) or damage to any person, property or business sustained resulting from negligence of its agents, contractors, employees and licensees.
11. Termination for Convenience: In addition to all the other rights which PSD60 or PCCLD may have to cancel this Agreement, each shall have the further right, without assigning any reason therefor, to terminate any work under this Agreement, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing to the other party at the address identified below.
12. Expenses: Any expense related to the provision of services incurred by PCCLD shall be the sole responsibility of PCCLD incurring such costs.
13. No 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. No officer, manager, director, employee, agent, affiliate or other person associated with one party shall be deemed to be an officer, manager, director, employee, agent, contractor, or subcontractor of the other party by reason of this agreement.

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

[Signature page follows this page]

PUEBLO SCHOOL DISTRICT NO. 60
BOARD OF EDUCATION

X

Phyllis Sanchez
President, Board of Education

Approved as to form:

X *Richard Bump*

Richard Bump
Caplan and Earnest LLC

PUEBLO CITY COUNTY LIBRARY DISTRICT

X

Donna Pickman
President, Library Board of Trustees