MEMORANDUM OF UNDERSTANDING

MDK12 DIGITAL LIBRARY

(MOU to be used for non-public schools to become part of the MDK12 Digital Library)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on behalf of the MDK12 Digital Library, a partnership among Maryland public school systems, The Maryland Department of Education, and nonpublic school organizations.

WHEREAS, it is in the public interest and to the mutual benefit of the parties to join together to form a purchasing consortium for the acquisition of digital content, such an organization has been formed and shall be known as the MDK12 Digital Library.

IN ORDER for the MDK12 Digital Library Purchasing Cooperative to be effective and accomplish its goals, the parties hereby agree and will be bound by the following:

1. THE TERM of this MOU shall be in effect until a party terminates its participation. Any party may terminate its participation in this MOU by written notice to the Lead Agency prior to the beginning of the bid process for the following school year (no later than November 15). New organizations, currently not party to this MOU, may be added as a party by signing this MOU and sending it to the Lead Agency by November. New memberships will be effective July 1 of the following school year.
2. THE PURPOSE of the MDK12 Digital Library is to:
   (a) Provide equitable access to digital content for all Maryland K-12 students and teachers;
   (b) Improve school library media programs with advanced technologies;
   (c) Create fiscal efficiencies in the purchase of digital content through enhanced cooperation among school libraries; and

(d) Support effective teaching and learning by connecting digital content with appropriate content standards and educational goals.

3. THE POWERS of the MDK12 Digital Library shall have the authority as provided by this MOU to issue requests and to award bids for the purchase and distribution of digital content as evaluated and selected by the members using established criteria, and to collect and analyze usage data from the parties for determination of professional development requirements and future purchasing decisions, in accordance with all State and federal laws and regulations.

4. A MEMBER ORGANIZATION agreed upon by the Steering Committee shall serve as the lead agency for the bid request and as the hearing authority should there be a bid protest. Bid procedures of that agency shall be the guide for the MDK12 Digital Library. The lead agency may change (from time to time) before July 1 of any year by mutual agreement of the MDK12 Digital Library Steering Committee.

5. THE STEERING COMMITTEE shall include one School Library Media Program Director or designee, as assigned by each participating member organization, who shall represent the party in the MDK12 Digital Library. These representatives or designees will be assigned by July 1 and are expected to attend all Steering Committee meetings. Representatives shall have an equal vote in all decisions of and actions taken by the MDK12 Digital Library.

6. BILLING AND PAYMENTS for purchases and distribution under bids awarded by the MDK12 Digital Library shall be directly between the vendor or distributor and an individual party. The MDK12 Digital Library shall not receive, hold or disburse any funds, goods or other property for this or any other purpose.

7. RESPONSIBILITIES OF THE PARTIES to this MOU include:

a. Assign a school library media specialist, librarian or designee as a contact (Project Liaison) to the MDK12 Digital Library through the participating member organization;
b. Agree to one member organization serving as the fiscal accountant requiring a small service charge for bundled orders;
c. Provide the nonpublic member organization with all information and documentation by the date requested;
d. Update school information with nonpublic member organization when any change occurs;
e. Provide payment to nonpublic member organization for core digital content at time of order;
f. Acknowledge that all student enrollment figures are from the FTE reported to the Maryland State Department of Education for the September prior to content distribution.
g. Comply with all distributor/vendor time lines for purchase and payment of non-core digital content;
h. No party shall accept responsibility for the performance of any purchasing or distribution contract by the vendor, nor for the payment of the purchase or distribution price by any other party.
i. Agree to solely utilize the pricing agreements established by the Purchasing Cooperative;
j. Agree to not place orders with established vendors for prices less than those established by the MDK12 Digital Library and agree to inform the Steering Committee representative if a vendor verbally or by writing offers a better pricing level.

A COPY OF MOU will be filed with the respective parties.

_____ By: _____

Date School Administrator

_____

School and/or School District

Return to:

Julia Rogers
Director, Government Funded Programs
Archdiocese of Baltimore, Division of Catholic Schools
320 Cathedral Street
Baltimore, MD 21201
(410) 547-5586
fax (410) 547-5566

(MOU to be used for non-public schools to become part of the MDK12 Digital Library)