

Joint Use Cooperative Agreement Between The North Monterey County School District and the County of Monterey, Castroville Library to Engage in Joint Venture Projects

This Joint Use Cooperative Agreement dated February 27, 2003, is made between the North Monterey County Unified School District (“District”) and the Monterey County Free Libraries, Castroville Branch (“Library”).

Whereas, the purpose of this Joint Use Cooperative Agreement (“Agreement”) is to describe and establish a joint venture project as specified in Regulation Sections 20440(d)(1), p.26 & Appendix 2, p.60. and Education Code Section 19999 and Regulation Section 20440 (e) (3) (G) incorporated re: provision of direct public library services from the new facility for at least 40 years.

Whereas, Monterey County intends to construct a new library in Castroville; and

Whereas, the Library and the District have maintained a long-standing collaborative partnership for the purpose of enhancing services to area K-12 students and families; and

Whereas, the Castroville Library has provided an after school homework center and conducted parent/community education for District students and their families; and

Whereas, the Castroville Library Homework Center has provided after school homework support for the District’s 21st Century Community Learning Center students; and

Whereas, the Young Adult Library Services Association and the California Library Association have recognized the Castroville Library Homework Center as a model program; and

Whereas, the Library has served as one of the District’s libraries for students attending the summer session; and

Whereas, the Library and District have co-hosted Back to School Nights, and other joint events, encouraging children and their families to access resources that complement and enhance student educational experiences; and

Whereas, the Library and District meet on a regular basis as members of the Central Coast Collaborative, comprised of representatives from the Library, District, other educational institutions, a variety of community agencies, County agencies, parents, business and civic leaders; and

Whereas, the Central Coast Collaborative meets to network, share valuable information and partner on projects of benefit to the community; and

Whereas, The Library has an Agreement with the District to participate in the Healthy Start Collaborative, comprised of representatives from the District, other educational institutions, a variety of community agencies, County Agencies, parents, business and civic leaders. Its objective is to plan the implementation of Healthy Start Initiatives at two local schools, and to continue to develop its direction and to monitor interagency program policies; and

Whereas, the Library and District have provided space and facilities to each other for conducting their programs and services; and

Whereas, the Library and District are committed to expand upon the existing alliance in ways that provide enhanced learning opportunities for K-12 students and their families; and

Whereas, the Library and District agree to the following activities designed to address the needs identified through an extensive process of examining community needs, assessment surveys, student achievement, attendance and crime data, local teen pregnancy rates, and school and community demographics.

ROLES AND RESPONSIBILITIES OF PARTIES

A. Monterey County Free Library, Castroville Branch

1. The Library will provide two multi-purpose spaces that can accommodate tables, chairs, desks, moveable computers, video projection equipment, screens, white boards, etc.
2. The Library will provide space for homework support, computer use, and literacy tutoring.
3. The Library will coordinate with the adjacent Child and Family Development Center to sponsor childcare services for families attending Library programs, such as Story Time, Open Houses, training activities and so on.
4. The Library will host and/or make meeting space available to community agencies providing programs as identified by current community needs assessments as a benefit. Such programs/topics will include but are not limited to: health education, health screening and referral, parent skill building, computer training, internet usage, arts and cultural enrichment, citizenship classes, English as a Second Language classes, job readiness classes, business technical assistance, early childhood development, gang recognition and prevention, Healthy Families and Medi-Cal informational meetings, and so on.

5. The Library will work with the District to bookmark electronic linkages to available on-line District Programs, for example: school approved Internet sites and appropriate school curriculum resources.
6. The Library will host Back to School Nights for the District's Migrant Education program and ESL "Adelante Program" and Financial Aid programs for both groups and others. Library staff will be available at Back to School Nights and other special programs to introduce students and their families to the library, issue library cards, and distribute information on library services.
7. The Library will provide a site for computer literacy activities for students and their families. This will include introductory classes, Internet access, use of the Library's electronic catalog and checkout system, and use of specialized electronic library resources.
8. Library staff will attend an annual District Bilingual Committee meeting to enhance bilingual education and coordination among students, teachers, the schools, and the Library. The Library will serve as a site for study groups in the English as a Second Language and Migrant Education programs.
9. The Library will coordinate with the District on curriculum needs and house resource collections to meet student needs including copies of current, authorized textbooks used in the K-12 Curriculum as provided by the District, Accelerated Reader lists, and other sources.
10. The Library will provide access to on-line reference databases and educational software to meet the needs of a diverse student population for the purpose of improving reading, writing, computer literacy, and language literacy activities.
11. The Library will host a minimum of four Youth Advisory Committee meetings annually to provide an opportunity for students to participate in the evaluation and design of services the Library offers.
12. The Library will have available information regarding community and human services available to patrons through the Monterey County Department of Social Services Community Information Program.
13. The Library will have a designated contact for Healthy Start staff when making assisted referrals or addressing service barriers, and, as appropriate, conduct outreach and marketing for Healthy Start programs.
14. The Library will function as a Summer School library for the North Monterey County Unified School District Summer Program, providing orientations to summer classes and coordinating visitation schedules.

15. The Library will serve as a resource for the Teen Parenting Program library, an alternative education program operated by the District. Library orientations at the school or the Library will be available and information provided.
16. The Library will continue its long-standing commitment of serving as a site for providing Community Service opportunities for District students.
17. The Library will continue to attend and participate in quarterly Central Coast Collaborative meetings, to ensure on-going communication and collaboration with the school district and 18 other key community partners.
18. The Library will staff the after-school homework activities and continue to augment their staffing with Service Learners from California State University at Monterey Bay (CSUMB), through their Service Learning Program, Technology Tutors Program, and Creative Writing Program, as well as, University California Santa Cruz (UCSC) students as assistants in the Homework Center and to work with focus study groups.
19. The Library will provide space for the UCSC Early Academic Outreach Program, Upward Bound to provide college counseling, mentoring, college information and visits to the University for student patrons. The Library will also provide college information in print form and provide access to college sites via the Internet.
20. The Library will explore coordinating with the local Workforce Investment Board, local Economic Development Board and the local One-Stop Employment Centers to provide enhanced access to information on employment related training, jobs, business development opportunities, and links to other economic development sources.

B. North Monterey County Unified School District

1. The District will provide computer access at area schools with links to the Monterey County Free Libraries' electronic catalog, on-line reference databases, and on-line book locator.
2. The District will share age appropriate Internet reference sites and educational software programs approved by the District with the Library.
3. The District will provide computer literacy activities for students and their families. The District will offer learning opportunities to students and their families at the Library and or Homework Center.
4. The District will provide electronic access to appropriate school curriculum resources to Library patrons.

5. The District will provide the Library at least one copy of each authorized textbook used in the K-12 Curriculum.
6. The District will invite Library staff to District sponsored teacher training/development opportunities as appropriate.
7. The District will coordinate with the Library to place student tutors from CSUMB under their contract with the University.
8. The District will make available reading, writing, and math tests for use in the Library.
9. The District will include Library staff in an annual District Bilingual Committee meeting to enhance educational services for second language learners and coordination among students, teachers, and the Library.
10. The District will communicate with Library staff regarding homework assignments, upcoming exams, new directions in educational focus and other important information to assist Library staff in supporting the goals of the District. The District will designate liaisons in each school in the service area for ease of communication.
11. The District will periodically provide and/or coordinate on-site the following services to Library students and parents: academic tutoring and homework assistance focused on reading, language arts, math, and second language learning, enrichment programs in science, mathematics, multicultural visual and performing arts, technology, recreation, integrated drug and violence reduction/prevention, community service learning, family literacy education, health education and referral services.
12. The District will host quarterly Central Coast Collaborative meetings, to ensure on-going communication and collaboration with the Library and other key community partners.
13. The District will coordinate on-site Open House events and other appropriate events for Library participation.
14. The District will utilize the Library to distribute information regarding school-based events to encourage broader community involvement.
15. The District will provide communications to parents regarding services available at the Library through newsletters, memos, and public meetings.
16. The District will coordinate visits to the Library to familiarize students, parents and other family members to the resources available.

DESCRIPTION OF JOINT VENTURE PROJECT

The Library and the District agree to engage in joint projects through homework, family literacy, and computer literacy services. *These services are designed to meet the needs that have been identified through an extensive process of community input.* This Agreement is contingent upon a newly constructed Castroville Library with the necessary space, equipment and infrastructure to support the aforementioned activities and responsibilities. This Agreement shall terminate should funding not be granted from the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000.

Homework Program:

The Homework Program located in the Library will provide supervised support to assist K-12 students with homework and other educational assignments. Support will center on the identified needs of each student and will include assistance with reading, writing, science, math, language literacy, study and research skills, and computer skills training. Students will be offered one-on-one attention and also opportunities for group learning. Such programs may include arts and cultural enhancement activities, leadership opportunities through the Youth Advisory Committee, training in job search activities and opportunities to hold community service positions within the Library. Through the Homework Program students will have access to computers, video equipment, a power point projector, and an array of software applications. Classes and/or access to homework assistance resources for independent study will be available during the normal Library hours.

Public Access Computers:

The Library will make available state of the art technology resources and space for K-12 students and their families. The Library will house computer systems with access to electronic resources, bilingual software to enhance learning activities, access to Internet resources, and will also include bilingual computer literacy classes offered to K-12 students, and adults. Supportive programs will center on the identified needs of each young student or adult and will include electronic assistance with reading, writing, science, math, language literacy, study and research skills, and/or computer skills training. Classes and/or access to computer resources for independent study will be available during the normal Library hours.

Literacy Program:

The Literacy Program will make available materials and space for tutoring and instructional activities to improve reading and writing skills in English and to provide tools for life long learning opportunities. The Library will be an available site for use by the District for the Community Based English Tutoring Program and other organizations that can provide greater access to literacy

programs. Classes and/or access to literacy resources for independent study will be available during the normal Library hours.

HOURS OF SERVICE FOR PUBLIC AND STUDENTS

Library hours of service for students and the public shall be Tuesday, Wednesday and Thursday 11 A.M. to 7 P.M., and Friday and Saturday 11 A.M. to 5 P.M. The Library Community Room will be available for public use Sunday through Saturday before, during, and after normal operating hours.

NUMBER AND CLASSIFICATION OF STAFF

Library staff will include one Supervising Librarian, one Library Assistant II, .75 Library Assistant I, .5 Homework Center Coordinator, and one .375 Library Assistant I. Special attention will be given to have bilingual Spanish speaking staff. Currently the Castroville Library employs a bilingual staff member and a credentialed teacher.

VOLUNTEERS

The Library has a long-standing volunteer program and appreciates the volunteer assistance of many community members, local college students, and young adults. Each volunteer is thoroughly screened and supervised by Library staff.

LOCATION OF JOINT USE PROJECT

The Library will be located in the town center of Castroville, County of Monterey.

OWNERSHIP OF SITE, FACILITY, FURNISHINGS, EQUIPMENT AND LIBRARY MATERIALS

The County of Monterey will have ownership of the Castroville Library building, its furnishings, equipment and Library materials.

FUNDING SOURCES AND USES

Funding for the Castroville Library, the initial furniture and equipment, and other items as described in this application will be offset by funds granted through the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 and will be matched by 35% local funds held by the County of Monterey.

FACILITY OPERATION, MAINTENANCE, AND MANAGEMENT RESPONSIBILITIES

The Monterey County Free Libraries will be responsible for the new Library facility operations, management and will provide building and equipment maintenance, including maintenance of computers.

REVIEW/MODIFICATION PROCESS FOR AGREEMENT

This Agreement will be reviewed and may be modified by an equal number of representatives from the Library and the District on a quarterly basis during the first year of this Agreement. After the first year annual reviews of this Agreement will occur with an equal number of representatives from the Library and the District. A special meeting of the parties may be requested at any time with 30 day written notice by the requesting party.

FIELD ACT APPLICABILITY AND RATIONALE

The Castroville Library has been determined to not be applicable to the Field Act because the new facility will not be located on school grounds and there will not be a requirement to have more than 25 students present within the facility at any given time.

COMMITMENT TO JOINT USE LIBRARY SERVICES

The Monterey County Free Libraries and the North Monterey County School District enter into this Cooperative Agreement for joint use library services for a period of 20 years following completion of the project.

The facility shall be dedicated to public library direct service use for a period of 40 years following completion of the project, regardless of any operating agreements the Monterey County Free Libraries may have with other jurisdictions or parties.

EDUCATION CODE PROVISION

Both parties to this Agreement hereby acknowledge and incorporate Education Code section 19999 and section 20440 (e) (3) (G) into this Agreement.

INDEMNIFICATION

The District shall indemnify, and hold harmless the Library and its officials, officers, employees, agents, and volunteers from and against any and all losses, liabilities, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of the District or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of the District shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the Library or its officers, employees, agents, or volunteers and (2) the actions of the Library or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

The Library shall indemnify, and hold harmless the District and its officials, officers, employees, agents, and volunteers from and against any and all losses, liabilities, claims, suits, actions, damages, and causes of action arising out of any

personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of the Library or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of the Library shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of the District or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

NOTICE PROVISIONS

Notices provided in relation to the provisions of this Agreement shall be provided by certified mail to the following address:

County Library
Monterey County Librarian
26 Central Avenue
Salinas, CA 93901

School District
Superintendent
North Monterey County Unified School District
8142 Moss Landing Road
Moss Landing, CA 95039

Either party may change the address to which notice shall be sent by giving written notice to the other party in the manner herein provided.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the year and date first above written.

North Monterey County School District

Monterey County Free Libraries