

JOINT USE COOPERATIVE AGREEMENT
BETWEEN COUNTY OF SHASTA AND
REDDING SCHOOL DISTRICT
TO PROVIDE FAMILY LITERACY SERVICES

This agreement is between the County of Shasta ("County") and the Redding School District ("District") for joint use library services consisting of a Family Literacy Center and associated services.

WHEREAS, District operates twelve schools in Shasta County, including elementary, middle and K-8 schools; and

WHEREAS, several of those schools serve predominantly or exclusively low-income students; and

WHEREAS, some of District's schools have Academic Performance Index (API) scores which are significantly below state averages; and

WHEREAS, in 2002, District established a family literacy program at its Remedy Family Center to give parents the skills needed to help their children learn to read, to promote in their children a love of learning, and to improve their children's academic performance; and

WHEREAS, the District desires to expand its current program to other sites within Shasta County in order to serve parents and their children; and

WHEREAS, County operates a County Library System, consisting of a main library located in Redding, California and branches in the City of Anderson and the town of Burney; and

WHEREAS, County believes that the promotion of family literacy is an important aspect of library service; and

WHEREAS, the County and the Redding School District want to operate a Family Literacy Center in the new main library facility.

NOW, THEREFORE, the parties agree as follows:

1. Roles and Responsibilities of County

County and District will implement a Family Literacy Center in the new main library. County, as owner of the library facility, will provide a separate space designated as a Family Literacy Center for use by the District at no cost. County, at its own cost, will also provide two computer workstations, literacy software, a printer, technical support, tables and chairs for six people, custodial and maintenance services for the room, literacy and other library materials, and staff assistance as required. County will pay for its staff and provide its own supervision for those employees. County will work cooperatively with the District to implement, maintain, monitor, and enhance the literacy program. Staff of County and District will coordinate the acquisition of literacy materials and software and other necessary activities. County will designate a staff member as the literacy liaison to the District for this agreement.

2. Roles and Responsibilities of District

District shall work cooperatively with County to establish and implement a Family Literacy Center in the new County library facility. District will provide literacy tutors, a supervisor, and outreach to its at-risk population about this program. District will pay for its staff and provide its own supervision for those employees. District will be responsible for providing literacy training to participants. All literacy trainees will apply to the program through the means District shall adopt. District staff will work cooperatively with County in selection of appropriate literacy materials and

software. District may supplement County's materials as the need arises. District shall appoint representatives to meet and work with County representatives to accomplish these tasks.

3. Description of Joint Library Services

A. Because Shasta County has illiteracy levels of about 40% overall and the Redding School District has attendance areas with illiteracy near 60%, the need to improve literacy levels is crucial. Improving the education levels of parents has far reaching benefits for their children. With improved literacy levels, parents can raise the economic circumstances of their families. Children who have a sense of economic security at home and whose parents demonstrate a respect for education, will perform better in school. This program will seek to improve literacy among the District's students and their parents.

(1) Using the designated "Family Literacy Center" at the new library, District will provide training to 100 families per year. These families, both parents and children, will work with tutors on individually structured programs to assist them on their path to literacy. The course work will follow the successful program already operated by District which consists of 12 one-hour sessions and supplemental help as necessary. Participants will complete eight one-hour sessions before a graduation ceremony is held. Those participants who complete four additional sessions for a total of 12 sessions, will receive a refurbished computer from the District. Literacy services will be held at a variety of times, including the morning, afternoon, or evening hours as the individual families and tutors decide. The Family Literacy

Center will be open during all regular library service hours and available for open use or use by others when not in use by tutors or literacy program participants. The use of the room will be coordinated with the Library Literacy Liaison.

- (2) County will assist District as requested. County will offer library tours and orientations to program participants and encourage program participants to obtain a library card. County may also allow use of the Family Literacy Center by other literacy groups when the center is not in use by the District. The computers will have software to guide literacy learners through practice exercises. Library staff will assist participants with the computers as requested. Computer training in the library's computer lab will be available for literacy learners. The Family Literacy Center will be open during the library's regular service hours. Although current Library hours are Monday - Thursday 9:00 A.M. to 8:00 P.M., Friday 9:00 A.M. - 6:00 P.M., and Saturday 9:00 A.M. - 5:00 P.M., as funding allows, hours of operation will be increased so that services can be provided seven days per week.
- (3) Designated staff will meet periodically to discuss this program and identify successes and areas where improvement is needed. Program participants will be surveyed at graduation on how to improve the program.

B. District's tasks shall be performed by District's staff and volunteers, including the District's Family Literacy Coordinator and 10 - 15 volunteer literacy tutors. County's tasks shall be performed by County library staff with the County Library

Director assigning a designated Literacy Liaison and other reference librarians and staff as needed from the full-time or part-time staff. Both parties may use additional volunteers to assist in providing the services described in this agreement.

C. County's services in connection with this joint-use agreement will be headquartered at County's new main library. County, as the owner of that library, shall be responsible for the facility and its furnishings, equipment and materials, and for technical support for the computers. District's services in connection with the joint-use agreement shall be headquartered at District's office. District shall continue to own and maintain its offices, furnishings, equipment and materials. District will have use of the library's Family Literacy Center at no cost to the district. County will bear the responsibility for funding incidental costs related to the printing of materials such as library cards and applications, marketing flyers and other documents. District shall bear the costs of registering applicants and the printing of materials such as student handbooks, marketing materials and other documents.

4. Costs (joint-use agreement only)

The following are the projected first year costs of the program. It is expected that these costs will vary in the subsequent years.

Costs	County	District
Literacy Materials	\$10,000	\$25,000
Personnel	\$10,000	\$39,000
Equipment/Furnishings*	\$15,000	
Supplies/Printing/Misc	\$500	\$3,000
Totals	\$35,500	\$67,000

* one-time expense

5. Extension and Enhancement of Services

During the term of this agreement, the parties will work together to broaden and enhance the services provided through the Family Literacy Center. Designated County and District staff will meet at least annually to discuss and analyze the success of this program. As necessary, recommendations for amendments to this agreement will be made as outlined in paragraph 12.

6. Consideration

The parties to this agreement acknowledge that the obligations each party owes to the other constitute valuable consideration.

7. Term of Agreement; Commitment to Provide Joint Use Library Services

This agreement shall become effective upon the signatures of both parties and shall terminate January 16, 2026, unless earlier terminated in accordance with Paragraph 8 of this agreement. The parties commit to providing the joint use library services described in this agreement for a period of 20 years after County receives a grant for construction of a new main library through the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (“the Grant”).

8. Termination of Agreement

- A. Because the existing County library facility lacks space and is inadequate to provide the full range of services described in this agreement, either party may terminate this agreement on thirty days written notice should County fail to obtain a grant pursuant to the California Reading and Literacy Improvement and Public Library Construction

and Renovation Bond Act of 2000 on or before January 16, 2004, or the last date for grant awards, whichever is later.

- B. This agreement may also be terminated to the extent and in the manner allowed by the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 and the regulations related thereto. If either party seeks to terminate this agreement, at least one-hundred-eighty days notice shall be given, allowing the County ample time to form another joint-use agreement as required by the grant.

9. Employment Status

Each party shall, during the entire term of this agreement, be construed to be an independent contractor as to the other and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow either party to exercise discretion or control over the manner in which the other performs the services which are the subject matter of this agreement.

10. Indemnification

Each party shall defend, hold harmless and indemnify the other, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of in-house counsel or retained counsel, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property damage caused by the negligent acts, willful acts, or errors or omissions of the other party or any of its employees or agents, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the other party.

11. Insurance Coverage

- A. Each party shall either obtain and maintain continuously throughout the term of this agreement, the insurance described in subparagraph B, below, or self-insure for general liability and/or workers' compensation in accordance with state law. If a party self-insures for general liability or workers' compensation coverage, that party shall submit to the other a letter of self-insurance executed by the party's duly authorized officer.
- B. If a party chooses to purchase insurance, rather than self-insure, that party shall:
 - (1) Obtain from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement, Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect both parties and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage.
 - (2) Obtain and maintain continuously Workers' Compensation to cover that party, its subcontractors and the agents and employees of that party and its subcontractors, with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by that party or its subcontractors.

- (3) Require subcontractors to furnish satisfactory proof to the other party that liability and workers' compensation coverage has been obtained and are maintained similar to that required of the parties pursuant to this agreement.
- (4) With regard to all insurance coverage required by this agreement:
- (a) Any deductible or self-insured retention exceeding \$25,000 shall be disclosed to and be subject to approval by the other party prior to the effective date of this agreement.
 - (b) Any policy of Commercial General Liability Insurance shall include an endorsement or an amendment to the policy of insurance which names the other party, its elected officials, officers, employees, agents and volunteers as an additional insured and provides that coverage shall not be reduced or canceled without 30 days written prior notice certain to that party. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 09.
 - (c) Any policy of Commercial General Liability Insurance, or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (d) An endorsement or amendment to the policy of insurance shall be provided to the other party as evidence of insurance protection before the effective date of this agreement.
- (e) The insurance required herein shall be in effect at all times during the term of the agreement. In the event any insurance coverage expires at any time during the term of the agreement, the insured party shall provide to the other party, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one (1) year.
- (f) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, the insured party shall provide the other party a certificate of insurance reflecting those limits.
- C. Each party hereby certifies that it is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the

Labor Code, and confirms that it will comply with such provisions before commencing the performance of the work of this agreement.

12. Entire Agreement; Amendments and Review Process

Both County and District will designate staff to meet periodically, at least annually, and review the literacy program and this agreement. Comments from program participants, volunteers, and staff will be gathered through surveys and interviews. These will be used to judge the effectiveness of the program and its components. As necessary, in order to provide the most effective service and, to the extent possible to expand services, amendments to this agreement may be introduced by either party and must be approved by the boards of both parties to be effective. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. Any amendment to this agreement shall comply with any applicable grant requirements.

13. Compliance With Law; Nondiscrimination

- A. The parties will observe and comply with applicable federal, state and local laws, ordinance and codes, as well as any applicable grant conditions, which relate to the services to be provided pursuant to this agreement.
- B. The parties shall adhere to the provisions of the Interlibrary Loan Code for the United States, as it now reads or as it may be amended in the future.
- C. The parties acknowledge and incorporate herein Education Code section 19999 and section 20440(e)(G) of Title 5 of the California Code of Regulations, which require that the County's new main library provide direct library services for 40 years.

- D. Neither party will discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS), physical or mental disability or the use of family care leave.

14. Inapplicability of Field Act

The parties acknowledge that the Field Act does not apply to this project. The County's facilities which will be used to provide services pursuant to this agreement are excluded from the definition of "school building" set forth in Education Code section 39214.5 because (1) the main library is not located on school property and (2) the library will not be used for educational purposes for more than 24 K-12 students at any one time.

15. Confidentiality

During the term of this agreement, either or both parties may have access to library circulation information or other information which is confidential. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party except as allowed or required by law. This provision shall survive the termination, expiration or cancellation of this agreement.

16. Notices

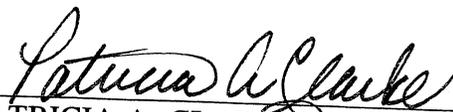
- A. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

B. Notice shall be deemed to be effective two days after mailing.

IN WITNESS WHEREOF, the County and District have executed this agreement on the date and year set forth below.

Date: MAR 18 2003

COUNTY OF SHASTA



PATRICIA A. CLARKE, CHAIRMAN
Board of Supervisors, County of Shasta
State of California

ATTEST:

H. DOUGLAS LATIMER
Clerk of the Board of Supervisors

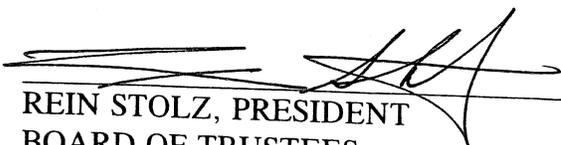
By: Christie N. Juvel
Deputy

APPROVED AS TO FORM:
KAREN KEATING JAHR



County Counsel

REDDING
SCHOOL DISTRICT



REIN STOLZ, PRESIDENT
BOARD OF TRUSTEES
Redding School District