

**COOPERATIVE AGREEMENT BETWEEN THE CITY
OF SAN DIEGO AND THE SAN DIEGO UNIFIED
SCHOOL DISTRICT FOR A JOINT USE FACILITY AT THE
FUTURE SITE OF THE MAIN LIBRARY**

Recitals

The CITY of San Diego Public Library (CITY) is applying for a California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (Proposition 14) grant to build a public library to be known as the MAIN LIBRARY (Main Library).

The CITY owns property that is well suited to serve as a site for the Main Library.

CITY and the San Diego Unified School District (DISTRICT) (collectively referred to in this Agreement as the "Parties") desire to cooperate in the establishment and use of a joint use facility at the future site of the Main Library to serve the needs of the CITY and the needs of the DISTRICT. The LIBRARY AND DISTRICT agree to work on joint projects as described below.

Based upon these recitals, the Parties agree that:

1. Definition of Roles and Responsibilities of each party with respect to funding, staffing, supervision, operation, management and others as applicable.

Based on receipt of a grant from the State of California, the LIBRARY will administer the projects outlined in this agreement, provide a specific area in the Main Library for these projects and provide funding, equipment and resources for orientation, training and meetings. The DISTRICT will provide an Administrative liaison for the program and a faculty liaison. Both LIBRARY and DISTRICT will design curriculum, provide training and recruit volunteers for these projects. Both LIBRARY and DISTRICT will design evaluation for the projects and submit an annual evaluation to the Library Director and Superintendent of Schools. While the intent of this agreement is to benefit all teachers and students in the San Diego region, the Sherman Elementary School and San Diego High School are identified as schools where these projects will be initiated, refined and evaluated. It is not the intent of either party to require either party to employ, hire or retain additional staff to fulfill the obligations and responsibilities set forth in this agreement.

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OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

2. Description of Joint Library Services and How They Will Be Provided

2a. Curriculum and Library Resources Alignment Project

Purpose of the Project

To make the resources of the San Diego Main Library available to students in the San Diego DISTRICT, the LIBRARY and DISTRICT will build collections, in all formats, in the Main Library that will closely support the State curriculum frameworks and the curricula of the DISTRICT.

Project Activities

- Collaborative identification of curriculum areas judged to be of high priority for the alignment project.
- Analysis of curriculum content areas to determine priority areas of need for support materials from the Main Library.
- Identification of existing materials (all formats), and the need for acquisition of new materials, for high priority curriculum areas.
- Development of programming appropriate for library support for DISTRICT in high priority curriculum areas.
- Development of Pathfinders and other aids that will help students make best use of library resources to support their classroom requirements.

LIBRARY Responsibilities

- Provide staff to identify, select, and publicize curriculum-relevant resources for students and teachers.
- Purchase new resources as needed to support curriculum areas.
- Provide staff for the organization and delivery of programming.
- Provide space and technology for students to use while in the Main Library.

DISTRICT Responsibilities

- Work with librarians in the identification of high priority curriculum areas.
- Provide assistance in the review of library materials.
- Collaborate to provide training for staff to become familiar with the alignment process, and the materials identified as a result of that process.
- Deliberately encourage students to use the resources of the San Diego Main Library.

2b. Independent Learning/Homework Center Project

Purpose of the Project

This project will promote academic excellence to children and youth in San Diego by offering students a designated place to go after school where they can get the scholastic support they need. Research has shown that children read more as a result of their participation in the library=s homework-assistance program and that their math scores improve. In addition their self esteem grows as they learn how to better cooperate with adults and other students. The purpose of the project is to provide students a full-service independent learning/homework environment, which would include book collections, electronic resources, Internet access, homework assistance, tutoring and a volunteer program, which would incorporate the Youth Empowerment for Success (Y.E.S) Project, using teens as mentors. The LIBRARY and DISTRICT would work together in the implementation, operation and promotion of the Independent Learning/Homework Center at the Main Library.

Project Activities

-  Provision of trained library and school staff and volunteers (including bilingual) to deliver after-school homework assistance that will promote academic improvement. LIBRARY and DISTRICT will oversee the program and recruit volunteers.
-  Supply books, technology and special programs necessary to facilitate learning
-  Enroll youth at risk from local schools and sustain their use of the library throughout the school year. Involve teachers to identify their needs, and track progress of students during the school year.
-  Foster peer support among the program participants through weekly group activities related to the interests, reading abilities, and skill levels.
-  Install personal computers with interactive software and access to the Internet, train students in the use of these programs, and show how they can be used to satisfy educational needs.
-  Operate the program at peak after-school hours 3-6 p.m. Monday through Thursday and Friday through Sunday 1-5 p.m.during the school year.
-  Incorporate the Y.E.S. Program in to this project and recruit students to participate as tutors and mentors.
-  Involve the parents of the students in order to target needs and gain support and reinforcement from home as well as school

-  Collaborate to provide a service called ATeacher in the Library, where teachers provide homework assistance in the library after-school, and ALibrarian in the School@ where librarians would visit schools and teach students about print and electronic resources.
-  Make available core curriculum textbooks at the Main Library

LIBRARY Responsibilities

-  Provide staff to plan, implement and oversee the resources and activities of the Independent Learning/Homework Center Project
-  Purchase new print and electronic resources, as needed, using recommendations from the Curriculum and Library Resources Alignment Project.
-  Provide a dedicated supervised space in the Main Library to meet the requirements of the after-school students, including study space, computers and tutoring areas
-  Promote the Independent Learning/Homework Center through flyers, booklists, pathfinders, the library Home Page and the media.

DISTRICT Responsibilities

-  Work with librarians on the coordination of the Independent Learning Center/Homework Center activities and participate in the ATeacher in the Library@ program
-  Recommend K-12 core curriculum textbooks as a student reference resource collection for the Homework Center in the Main Library.
-  Act as a resource for recommending at-risk students for specific homework help, and documenting their progress
-  Act as a resource for collection development of the Independent Learning/Homework Center through the Curriculum and Library Resources Alignment Project.
-  Collaborate to provide training and software for an incentive reading program in the Homework Center
-  Assist in the promotion and publicity for the Homework Center through the School District newsletters, school websites and information flyers to teachers and students.
-  Train students and DISTRICT staff on the use of Library's electronic resources in the Information Literacy Instructional Program.
-  Provide "hotlink" between DISTRICT, LIBRARY and INSTRUCTIONAL MEDIA CENTER websites.

2c. Youth Empowerment for Success (Y.E.S.) Project

Purpose of the Project

To make the resources of the San Diego Main Library available to students in the DISTRICT, the Main Library and the District will work together in the youth development project. The vision of the youth development at the New Main Library is to create a partnership of advocacy among youth, the library, the schools and the communities which will inspire youth creativity, strengthen youth leadership, and support self determination to secure a successful future in a safe, fun, educational, and enjoyable place. The Main Library in collaboration with the District will develop and maintain "value-added" tools, resources, activities, opportunities and supports to further the developmental progress of students in middle and high school as appropriate.

Project Activities

- Collaborative identification of activities, opportunities and support to further the developmental progress of students.
- Purchase new "value-added" tools and resources to support youth development.
- Development and implementation of programming fostering strong and active youth participation.
- Development of meaningful volunteer and paid employment opportunities for teenagers and young adults at the library.

LIBRARY Responsibilities

- Provide staff to identify, select, and publicize activities, opportunities and supports to further the developmental progress of students.
- Purchase new "value-added" tools and resources to support youth development.
- Provide staff for the organization and delivery of programming.
- Encourage youth participation in all stages of program development.
- Provide meaningful volunteer and paid employment opportunities for teenagers and young adults.
- Provide space and technology for students to meet developmental needs.

DISTRICT Responsibilities

- Work with librarians in the identification of activities, opportunities and support to further the developmental progress of students.
- Assist in the review of "value-added" tools and resources.
- Deliberately encourage students to participate in the youth development project.
- Identify and nominate students to do volunteer and/or paid work at the library.
- Provide community service recognition for youth participation at the library.
- Publicize the program to inform students, teachers and parents.

2d. Shared Technology Joint Venture Project

Purpose of the Project

The Shared Technology Joint Venture Project focuses on enhancing the quality and quantity of resources available to students and teachers and the District, and to patrons of the Main Library, through the judicious sharing of technologies between the two organizations.

Project Activities

- Establish electronic linkages between the Web sites of the Library and the District, permitting users in the District to directly access the e-desk and other electronic resources of the Library, and for the Library staff and patrons to gain access to electronic databases and materials held by the District.
- Establish a collaborative team, which will explore, evaluate, and raise awareness levels of new electronic resources that may be of interest to users in both the District and the Library.
- Explore the potential for joint purchasing/licensing of electronic resources that will be of benefit to both agencies.
- Explore the potentials of emerging technologies for strengthening the linkages between the District and the Library.

LIBRARY Responsibilities

- Add linkages to City Web sites to Library Home Page as appropriate.
- Appoint staff to joint team for the evaluation of electronic resources.
- Appoint staff to joint exploration of new technologies.
- Appoint staff to pursue joint purchase/licensing agreements.

DISTRICT Responsibilities

- Add linkages to City Web sites to Library Home Page as appropriate.
- Appoint staff to joint team for the evaluation of electronic resources.
- Appoint staff to joint exploration of new technologies.
- Appoint staff to pursue joint purchase/licensing agreements.

2e. Technoculture Project

Purpose of the Project

The Technoculture Project is intended to provide unique cultural programming for students through the use of technologies to deliver experiences that students are not able

to have within the confines of their classroom, and that expand their awareness of the riches of cultural diversity in the San Diego community.

Project Activities

- Explore alternative technological means to establish connections between the Main Library and DISTRICT (e.g., two-way interactive video teleconferencing) that will enable the Main Library to participate in programming for students.
- Design a series of cultural programming, intended for students, that draws on the rich resources of the San Diego community (e.g., art museums, clubs and organizations, businesses, etc.), to be delivered via technology-based systems to students in DISTRICT.
- Identify library resources pertinent to each program, and prepare collections of those materials that can be transported to sites where the teleconferencing system, so that students can actually check out materials at the site.

LIBRARY Responsibilities

- Participate in exploring alternative technologies to connect the Library with DISTRICT students.
- Coordinate the identification of topics for cultural programs, and design each program.
- Prepare resource collections to support each program, together with Pathfinders and other user aids.
- Coordinate materials check-out at sites.

DISTRICT Responsibilities

- Participate in exploring alternative technologies to connect the Library with DISTRICT students.
- Identify schools/teachers to participate in each programming event.

3. **Location.** The CITY Main Library shall be located between 11th and 12th Avenues at J Street, referred to as the Park to Bay Site.

4. **Field Act.**

The projects set forth in this Agreement are not subject to the Field Act.

The rationale for the forgoing statement is that:

(i) no building that will be utilized for any such project is located on school property; and

(ii) neither any building nor any portion of any building that will be utilized for such project provides space for required educational purposes for more than

24 pupils enrolled in kindergarten or any of the grades 1 to 12 at any one time in the building.

5. Library Hours

The LIBRARY shall have the following hours:

Mondays through Thursdays	10 a.m. to 9 p.m.
Fridays and Saturdays	9:30 a.m. to 5: 30 p.m.
Sundays	1 p.m. to 5 p.m.

All regular library services will be available to students and the public during these hours. A designated space on the Youth Service floor of the Library will be available for use by students, parents and teachers during all these hours and will be staffed by volunteers, library staff, and, upon availability, teachers during the hours of 3pm to 6pm, Monday through Thursday, 1pm to 5pm Friday through Sunday during the school year.

6. The Number and Classifications of Staff

The LIBRARY Youth Services Supervisor and the DISTRICT Resource Librarian will have oversight for these projects. The day-to-day management and supervision at the Library will be the responsibility of the LIBRARY. Staffing and estimated time commitments to the project are:

Personnel	Annual Hours	FTE
LIBRARY STAFF		
Librarian IV	1560	.75
Librarian III: Teen specialist	2080	1.0
Librarian II: Subject Specialists	12,400	7.0
Librarian- Cataloger	1040	.50
Librarian II: Youth Services	5200	2.5
Librarian II: Electronic Resources	2080	1.0
Library Assistant	3120	1.5

Library clerk	4160	2.0
Library Technician	2080	1.0
Library Intern	2080	1.0
Student Intern	8320	4.0
Information Systems Analyst	2080	1.0
Library Aides	13,520	6.5
SCHOOL DISTRICT STAFF		
District Resource Librarian	520	.25
School Media Resource Teacher	4160	2.0
Instructional Media Supervisor	2080	1.0
Teachers	12,240	6.0
District Counselor	2080	1.0
Technical Support Staff	1040	.50
Communications Support Staff	520	.25
Community Relations Division Staff	520	.25

7. Use of Volunteers

Volunteers will be assigned hours in the Youth Services Section of the Library. LIBRARY will recruit volunteers from area schools. DISTRICT will assist in

recruitment by distributing flyers, announcing opportunities at parent conferences, teacher workshops and on their website. LIBRARY and DISTRICT will train volunteers to assist with projects.

8. **Ownership of the site, facility, furnishings, equipment and library materials**

The site, facility, furnishings, equipment and library materials shall all be the property of the LIBRARY. Any materials provided by the DISTRICT shall be the property of the DISTRICT.

9. **Sources and Uses of Funding**

CITY to Design and Construct. The CITY of San Diego shall be responsible for designing and constructing the joint use library facility. All engineering, architectural and all construction services associated with the project including all interior design specifications shall be the responsibility of the CITY.

Operations. CITY personnel, under the direction and supervision of the Deputy Director of the Main Library, shall be responsible for the day-to-day operations of the facility. The facility shall be operated in accordance with CITY of San Diego policies and procedures. The Deputy Director or its designee shall have final authority to determine policy issues concerning the operation of the facility. The Youth Services Librarians shall be invited to attend faculty meetings, when appropriate, to discuss common issues and concerns and present information on new programs and services to both faculty and to students. The Parties shall consult on matters of mutual interest and concern. The Library Director, or designee, shall have final authority to make decisions concerning the operation of the Library Program. The District designee shall have final authority to make decisions regarding teacher and student involvement in library programs.

Operating costs will be provided through the CITY'S General Fund. DISTRICT will provide existing staff time on projects and fund distribution costs where feasible.

CITY will work with the DISTRICT to identify grant sources to enhance combined school and public library activities.

The DISTRICT will provide the CITY the sum of no less than One Hundred-fifty thousand dollars (\$150,000.00) to be used for providing increased shared technology or programming through technological means. Monies will be deposited with the LIBRARY and used for the sole purpose of enhancing the technology projects described in this agreement. The parties anticipate that these funds would be provided to CITY in approximately 2007, and shall be required to be provided to CITY only if DISTRICT has such funds available for this purpose. CITY will provide a periodic accounting (annually at a minimum) to the DISTRICT regarding

the disposition and status of these funds.

10. **Responsibility for Facility Operation, Maintenance and Management**

The facility operation, maintenance and management shall be the sole responsibility of the CITY.

11. **Review and Modification Process for the Conditions of the Agreement**

This Agreement will be reviewed by the Library Director and DISTRICT Superintendent, or their respective designees on a quarterly basis to determine whether any adjustments to operations or services are needed. Should there be a need to modify the terms of this Agreement; the party wishing to modify the Agreement will notify the other party involved. A meeting will be scheduled with the Library Director and the Superintendent of Schools or their respective designees within thirty (30) days of notification to review the modification(s) and determine the feasibility of any change. If consensus is reached and both Parties agree, this Agreement will be modified in accordance with the process specified in Paragraph 11.1 of this Agreement.

11.1 **Modifications to Agreement.** This Agreement will be reviewed by the Library Director and Superintendent of Schools or their respective designees on a quarterly basis to determine whether any minor or non-material adjustments to operations or services are needed. The Parties agree that acknowledgement and incorporation of the Education Code section 19999 and section 20440(e)(G) regulations which require the provision that direct public library service will be provided by the MAIN LIBRARY for a minimum of 40 years and the provisions in the Agreement to provide these joint use library services for at least 20 years, consistent with Final (Codified) Title 5 Library Bond Act Regulations are major and material terms of this Agreement which cannot be modified by the process set forth in this paragraph. Should there be a need to modify the terms of this Agreement for minor or non-material terms, the party wishing to modify the Agreement will notify the other party involved. A meeting will be scheduled with the Library Director and the Superintendent of Schools or their designees within thirty (30) days of notification to review the modification(s) and determine the feasibility of any change. If consensus is reached and both Parties agree, this Agreement will be modified accordingly. It is understood and agreed by the Parties that any substantial or material changes to this Agreement may only be effectuated by a formal amendment to this Agreement approved by action of the City Council for the CITY and the Board for the DISTRICT.

12. **Effective Date and Term.**

CITY and DISTRICT commit to providing joint use library services consistent with the intent of this cooperative Agreement for a period of not less than 20 years. The effective date of this Agreement shall be the date upon which an award of a grant is made to the CITY pursuant to the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (Proposition 14) to build a public library to be known as the MAIN LIBRARY (Main Library). If such a grant is not awarded before June 20, 2004 this Agreement shall be null and void and automatically terminated.

12.1 It is the commitment of The CITY of San Diego, San Diego Public Library and the San Diego Unified School District to provide these joint use library services for at least 20 years and consistent with the intent of the Library Bond Act Regulations (Title 5), January 4, 2002.

13. **Assignment.**

CITY shall not assign this Agreement or any interest herein without the prior written consent of DISTRICT, which will not be unreasonably withheld. Any such assignment without such consent shall be void.

14. **Equal Opportunity Compliance.**

CITY agrees to monitor any and all contractors, subcontractors, independent contractors and employees for compliance with Equal Opportunity and non-discrimination requirements.

15. **Compliance with Law.**

CITY and DISTRICT shall comply, and shall secure compliance by persons within their control and authority, with all the requirements of state and federal authorities now in force, or which may hereafter be in force, pertaining to the Joint-Use Area or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force, in the use of Joint-Use Area by persons within their respective control and authority.

16. **Assigns.** Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the Parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants,

stipulations, and Agreements in the Agreement shall extend to and bind any successor(s) of the Parties.

17. Waiver.

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

18. Notices.

Any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon the Parties may be personally served or served by certified letter deposited in the United States mails, postage prepaid, and addressed to the Parties as follows:

DISTRICT: San Diego Unified School District, 4100 Normal Street, San Diego, California 92103-2682. Attention: Superintendent.

CITY: CITY Manager, CITY Administration Building, 202 C Street, San Diego, California 92101.

Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the Parties so served upon personal services, or forty-eight (48) hours after mailing in the manner required herein. Either party may by like notice designate a different address where notices should be sent.

19. Remedies.

In no event shall DISTRICT be entitled to any damages against CITY or CITY be entitled to any damages against DISTRICT for a breach of this Agreement. In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure default within one hundred twenty (120) days following the service on the defaulting party of a written notice from the second party specifying the default complained of, then the second party may, at its option, institute legal action to cure, correct or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, including suits for declaratory relief, specific performance, and relief in the nature of mandamus. The remedies described above shall be the exclusive remedies available to the

Parties to this Agreement. Legal actions shall be instituted in the Superior Court of the County of San Diego, State of California, or in the Federal District Court in the Southern District of California.

20. **Indemnity.**

CITY agrees to defend, indemnify and save DISTRICT, its agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the negligence or willful misconduct of CITY, its agents or employees in connection with the performance of this Agreement and the use of the use of the library by the general public. DISTRICT agrees to defend, indemnify and save CITY, its agents, officers and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the negligence or willful misconduct of DISTRICT, its agents or employees in connection with the performance of this Agreement and the use of the library by the faculty, students or school administration during school hours and arising directly out of DISTRICT activity on the Main Library premises.

21. **Legal Proceedings.** The Parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights under this Agreement.

22. **Verbal Agreements.** This Agreement contains the complete expression of the whole Agreement between the Parties hereto and there are no promises, representations, Agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect except by written Agreement between the Parties.

23. **Severance.** If any part of this Agreement is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.

24. **Nondiscrimination.** DISTRICT, CITY, and all others who are within their respective control and who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin including, but not limited to, the providing of goods, services, facilities, advantages, and the holding and obtaining of employment.

25. **CITY Approval.** With exception of substantial or material amendments to this Agreement as described in Paragraph 11.1, whenever an act

or approval is required by CITY pursuant to the terms of this Agreement, CITY shall mean, the CITY Manager or his/her duly designated representative.

IN WITNESS WHEREOF, this Agreement is executed by the CITY of San Diego acting by, and through its CITY Manager pursuant to Ordinance No. 0-19157 authorizing such execution, and by the San Diego Unified School District of San Diego County, California, acting by and through its Superintendent pursuant to a Resolution of its Board of Education.

THE CITY OF SAN DIEGO,
A Municipal Corporation
San Diego County, California

SAN DIEGO UNIFIED
SCHOOL DISTRICT
a political subdivision of
The State of California

By: Bruce A. Harwin

By: L. M. Smith

Title: Deputy City Manager

Title: Chief Operating Officer

Date: 3/7/03

Date: March 5, 2003

APPROVED AS TO FORM AND LEGALITY BY
CASEY GWINN, CITY ATTORNEY

By: Casey Gwin

Title:
Deputy CITY Attorney

APPROVED AS TO FORM AND LEGALITY BY
GENERAL COUNSEL, SAN DIEGO UNIFIED SCHOOL DISTRICT

By: Tad Seth Paizen

Title: Assistant General Counsel

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 2/25/03
Cheryl Ward
Cheryl Ward, Board Action Officer,
Board of Education