

COOPERATIVE AGREEMENT BETWEEN  
THE CASTRO VALLEY UNIFIED SCHOOL DISTRICT AND  
THE COUNTY OF ALAMEDA  
FOR  
JOINT USE LIBRARY SERVICES AT THE NEW CASTRO VALLEY LIBRARY

INTENT

WHEREAS, the County of Alameda intends to apply for funding from the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 to construct a new 41,300 square foot Castro Valley Library on Norbridge Avenue between Redwood Road and Castro Valley Boulevard to replace the existing Castro Valley Library, and

WHEREAS, a needs assessment conducted in the Castro Valley community during 2001 showed that there is a substantial need for joint library services at the new library to serve K-12 students who attend schools in the Castro Valley Unified School District (hereinafter "School District"), and

WHEREAS, responding to the needs assessment staff from both the School District and the County Library have worked together to incorporate a Multipurpose Education Center into the plans for the new Castro Valley Library in order to enable the provision of joint District-Library services as described hereafter, and,

WHEREAS, the planned Multipurpose Education Center in the new Castro Valley Library has been designed to provide flexible use over a 20-year period of joint use; therefore,

In accordance with the following cooperative agreement and subject to the following terms and conditions, the School District Board and the County Library agree to participate jointly in the joint venture projects listed below as provided more specifically in the "Scope of Work" attached to this Agreement as Exhibit 1 and by this reference made fully a part of this Agreement.

- (1) Homework Center
- (2) Career Center
- (3) Family Literacy Center
- (4) Computer Learning Center

1) TERMS AND CONDITIONS

Effective Dates: This Agreement will be in effect for two separate periods of time: 1) a planning period which shall be in effect from January 1, 2004 until the opening of the new Castro Valley Library to the public which is currently estimated to occur on approximately September 1, 2008, and 2) an operational

period which shall be for a period of twenty years after the opening date of the new Castro Valley Library to the public which is currently expected to be from September 1, 2008 to September 1, 2028.

2) Definitions of the Roles and Responsibilities of Each Party with respect to funding, staffing, supervision, operation, management and others as applicable.

Funding: The School District will provide middle and high school math and science textbooks for the Homework Center and will fund the salary and benefits of all School District staff or faculty assigned to work on all joint use activities. The County will be responsible for the funding, staffing, supervision, operation, and management of the new Castro Valley Library for all public services including joint use services to K-12 students and their families except for those responsibilities assigned to the School District.

School District Staffing: The School District designates the following staff and Faculty with joint use responsibilities:

a) Literacy Training Coordinator (FTE .05) – recruits, trains, supports and collaborates with volunteers for the Family Literacy Center.

b) Castro Valley High School Librarian (FTE .05) – collaborates with County Library staff on the joint “Homework Help” web page and teaches information literacy classes for parents and students in the Computer Learning Center.

c) Instructors and/or Faculty advisors for the Service Learning Class and Interact Club (FTE .05) – recruits, trains, supports and monitors peer tutors from Castro Valley High School to work in the Homework Center

d) School District Webmaster (FTE .10) – maintains a Homework Help web page to promote the Library’s Homework Center in collaboration with school and Library staff.

e) High School counseling staff (FTE .05) – works with Young Adult Librarian on Career Center activities and selected collection development.

f) Assistant Superintendent of Curriculum and Instruction (FTE .02) – monitors all joint use activities in collaboration with the Castro Valley Library Branch Manager.

All of the above positions are filled by individuals who hold teaching credentials issued by the State of California.

County Library Staffing:

a) The Castro Valley Library Branch Manager (FTE .05) – supervises all joint use activities.

b) Young Adult Librarian (FTE .20) – full time, new position. Responsible for the Homework Center, the Career Center and shares responsibility for the joint Homework Help web page with the Children’s Librarian and at the direction of the Branch Manager.

c) Reference Librarian (FTE .05) – responsible for the Computer Learning Center including planning, scheduling and conducting classes.

d) Children’s Librarian (FTE .10) - responsible for the Family Literacy Center along with the Branch Manager. Shares responsibility for the joint Homework Help web page with the Young Adult Librarian.

e) Teachers, Alameda County Library Literacy Program (FTE .10) – responsible for “Write to Read” literacy classes taught in the Family Literacy Center.

f) Technicians, Alameda County Library’s Information Technology Unit (FTE .05) – responsible for technical support of all computer equipment in the Castro Valley Library.

3) Planning and Evaluation

The Library and the School District shall retain the discretion to make adjustments in the amount of staff time allocated to joint use activities commensurate with budgetary resources.

The County Librarian and School District Superintendent or their designees will be responsible for calling and conducting an annual planning and evaluation meeting to plan and evaluate the joint use services for each school year. The Castro Valley Library Branch Manager and the Assistant Superintendent for Curriculum and Instruction or their designees will be responsible for holding quarterly, or more frequently as needed, management meetings for joint use library services during each school year to continuously monitor, assess, and make adjustments in joint use library services based on changing needs of K-12 students during each year of the life of this Agreement.

The joint use services outlined in this Agreement build directly on the Castro Valley Library's Homework Center started in fiscal year 1999 - 2000. This program has continued and grown through the collaborative efforts of the County Library and the School District. The increasing numbers of students availing themselves of this resource points to the success of this ongoing partnership.

Both parties are committed to continual improvement of the services offered by the Homework Center during the planning phase for the new Library (2004-2008) and will develop assessment measures to reflect the ongoing success of students and ensure that this partnership remains mutually beneficial.

4A) Library Hours of Service for the Public and for Students: The new Castro Valley Library will be open at least for 43 hours per week on the following schedule:

Sunday -	1:00 p.m. – 5:00 p.m.
Monday -	12:00 p.m. – 8:00 p.m.
Tuesday -	12:00 p.m. – 8:00 p.m.
Wednesday -	10:00 a.m. – 6:00 p.m.
Thursday -	10:00 a.m. – 6:00 p.m.
Friday -	Closed
Saturday -	10:00 a.m. – 5:00 p.m.

During all open hours the Library will be accessible both to the general public and to K-12 students. If any circumstances arise which make it possible for the County to increase the number of hours provided by the Castro Valley Library during the life of this Agreement, such changes may be made by the County without amending this Agreement. It is the intent of the County Library, subject to future budgetary resources, to increase the hours of the Castro Valley Library to open every weekday at 10 a.m., remain open until 9 p.m. Monday through Thursday, and open Friday from 10 a.m. – 6 p.m.

4B) Library Hours for Homework Center: The Homework Center will be available to K-12 students for a minimum of 10 hours per week. It will be housed in the half of the Multipurpose Education Center closest to the Children’s Area (hereinafter “Multipurpose A”)

Weekly Schedule

Monday	3:30 p.m. – 5:30 p.m.
Tuesday	3:30 p.m. – 5:30 p.m.
Wednesday	1:30 p.m. – 5:30 p.m.
Thursday	3:30 p.m. – 5:30 p.m.

If circumstances arise which make it possible for the County to increase the number of hours provided by the Castro Valley Library during the life of this Agreement, additional after school hours (such as Friday 3:30 p.m. – 5:30 p.m.) will be added. Weekend and evening hours may be added as needed.

Monthly Schedule

First Wednesday of the Month 2:00 p.m. – 3:30 p.m.  
Research Skills Class for K-12 students to be held in Multipurpose B.

- 4C) Library Hours for Career Center: The Career Center will be available for study hall and tutoring sessions to assist students preparing for the S.A.T. examination on the following schedule.

Monday	6:00 p.m. – 8:00 p.m.
Tuesday	6:00 p.m. – 8:00 p.m.
Saturday	1:00 p.m. – 5:00 p.m.

Both Multipurpose A and B will be used for this purpose. This schedule will be effect 2 weeks prior to the administration of the S.A.T. examination. The study hall/tutoring will operate at least 6 times per calendar year.

This schedule may be expanded to include preparation for other major exams such as A.C.T. and the High School Exit Exam.

Additional events will be scheduled throughout the year (see Exhibit 1.)

- 4D) Library Hours for Family Literacy Center: The Family Literacy Center will be available to K-8 students for literacy tutoring. It will be located in Multipurpose B.

Monday	3:30 p.m. – 5:00 p.m.
Tuesday	3:30 p.m. – 5:00 p.m.
Thursday	3:30 p.m. – 5:00 p.m.

Additional activities (as outlined in Exhibit 1) will be scheduled throughout the year.

- 4E) Library Hours for Computer Learning Center: A variety of events will be scheduled for K-12 students through the year (see Exhibit 1.) Activities will be held on the following schedule.

Workshops on literacy information standards and effective use of the Internet will be held 4 sessions each year in Multipurpose A and B. They will be scheduled when Multipurpose A and B are not in use for S.A.T. information classes.

Monday	6:00 p.m. – 8:00 p.m.
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A minimum of 16 workshops/classes for K-12 students on use of library technology and applications will take place in Multipurpose B on the following schedule.

Wednesday	4:00 p.m. – 5:30 p.m.
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Sample Weekly Schedule

	Multipurpose A	Multipurpose B	Multipurpose A & B
MONDAY	Homework Center 3:30 p.m. – 5:30 p.m.	Family Literacy 3:30 p.m. – 5:00 p.m.	Career Center 6:00 p.m. – 8:00 p.m.
TUESDAY	Homework Center 3:30 p.m. – 5:30 p.m.	Family Literacy 3:30 p.m. – 5:00 p.m.	Career Center 6:00 p.m. – 8:00 p.m.
WEDNESDAY	Homework Center 1:30 p.m. – 5:30 p.m.	Research Skills <i>First Wednesday</i> 2:00 p.m. – 3:30 p.m.  Computer Learning 4:00 p.m. – 5:30 p.m.	
THURSDAY	Homework Center 3:30 p.m. – 5:30 p.m.	Family Literacy 3:30 p.m. – 5:00 p.m.	
FRIDAY	Homework Center 3:30 p.m. – 5:30 p.m. (If Library adds hours)		
SATURDAY	Computer Learning 10 a.m. – 12 pm	Family Literacy 10 a.m. – 12:00 p.m.	Career Center 1:00 p.m. – 5:00 p.m.
SUNDAY		Computer Learning 1:00 p.m. – 4:00 p.m.	

- 5A) The Number and Classifications of County Library Staff Members: It is the intent of the County to provide the following staffing for the new Castro Valley Library in order to provide 43 hours of service per week on the schedule described above as follows:

<u>Classification</u>	<u>Full-time Equivalent (FTE)</u>
Supervising Librarian II (Branch Manager)	1
Librarian II	4.5
Library Assistant II	1.5
Supervising Clerk I	1
Lead Clerk	1
Library Clerk	4.5
Library Page	<u>5</u>
Total	18.5

In addition, the County will provide sufficient extra hours in classifications needed to provide Sunday service hours. It is mutually agreed and understood that the exact staffing for the new Library may be adjusted based on the County Library's budget in FY 2008-09 during which the new Castro Valley Library is expected to open. Nothing in this Agreement shall require the County to provide this exact level of staffing which shall be dependent on its budgetary resources. It is the intent of the County Library, if budgetary resources allow, to add hours of public service and to increase the staffing proportionately.

- 5B) The Number and Classifications of School District and County Library Staff Members for Joint Use Services:

<u>School District Staff by Classification</u>	<u>Full-time Equivalent (FTE)</u>
Literacy Training Coordinator	.05
Castro Valley High School Librarian	.05
Service Learning Class Instructors/Faculty Advisors	.05
School District Webmaster	.10
High School Counseling Staff	.05
Assistant Superintendent of Curriculum and Instruction	.02

<u>County Library Staff by Classification</u>	<u>Full-time Equivalent (FTE)</u>
Castro Valley Library Branch Manager	.05
Young Adult Librarian (Librarian II)	.20
Reference Librarian (Librarian II)	.05
Children's Librarian (Librarian II)	.10
Teachers, Alameda County Library Literacy Program	.10
Technicians, Alameda County Library Information Technology Unit	.05

- 6) Use of Volunteers: It is intended that the County Library's policies and practices for the use of volunteers will be followed. The School District will recruit volunteers from among students, faculty, and parents, as appropriate and as agreed in the annual planning meeting between the County Library and the School District. Details about volunteer recruitment and training are included in Exhibit 1.
- 7) Location of the Proposed Joint Use Project: The proposed new Castro Valley Library will be constructed on a County owned site on the North side of Norbridge Avenue between Redwood Road and Castro Valley Boulevard, at 3600 Norbridge Avenue, Castro Valley.
- 8) Ownership of the Site, Facilities, Furnishings, Equipment, and Library Materials: The County is the owner of the site, facility, furnishings, equipment, and library materials in the Castro Valley Library collection. The School District will supplement the County Library's budget for equipment and library materials specifically related to joint use library services. The School District will provide the textbooks housed in the Library which will be the property of the School District.
- 9) All Sources and Uses of Funding: The School District budget will provide for the salaries and benefits of all School District personnel assigned to work on joint use services. The School District will supply middle and high school math textbooks for the Homework Center. The School District's estimated yearly combined in kind and actual contribution shall total approximately \$30,000. The County Library's budget will provide for the salary and benefits of all County Library personnel assigned to work on joint use services. The County Library's budget will supply library materials, equipment, supplies, building operating costs, and administrative and other support provided by County Library Headquarters to all County Library branches
- 10) Responsibility for Facility Operation, Maintenance, and Management: The County will be responsible for facility operation, maintenance, and management.
- 11) Review and Modification Process for the Conditions of this Agreement: This Agreement may be modified or amended only by action by both the School District Board and the County Board of Supervisors. Either the County or the School District may initiate purposed modifications or amendments that must be placed in writing on the agenda of both bodies and shall be subject to each body's normal approval requirements in order for the modifications or amendments to be effective. It is expected that any requests for modification will be considered by the County Librarian and School District Superintendent or their designees at the annual meeting described above in Section 2. This Agreement is predicated on the assumption that County Library and School District service levels will remain constant or be improved. Should any circumstance arise which reduces either County Library funding levels or School District funding levels,

either party shall have the right to request a re-negotiation of this Agreement by giving at least thirty (30) days written notice.

- 12) Field Act Applicability: The Castro Valley Library project is not subject to the Field Act because the building is not located on school property and neither the building nor any portion of the building will be used to provide space for required educational purposes for more than 24 pupils enrolled in kindergarten or any of the grades 1-12 at any one time.
- 13) Twenty Year Commitment to Joint Use Library Services: The County and the School District hereby indicate their mutual 20-year commitment to providing joint use library services consistent with the intent of this Cooperative Agreement.
- 14) Forty Year Commitment to Public Library Direct Services: The County and the School District hereby acknowledge and incorporate Education Code Section 19999 and Section 20440 (e) (3) (G) of the Title 5 Library Bond Act Regulations which requires a commitment that 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 agreement which the County may have with other jurisdictions or parties including the School District.
- 15) Periodic Activity Reports: Activity reports on the joint use library services will be provided by the County Librarian and School District Superintendent to the School District Board and the Board of Supervisors at any time such reports are requested.
- 16) Liability:
  - a. County shall indemnify, defend and hold harmless School District and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with County's performance hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage that was caused by the sole negligence or willful misconduct of School District.
  - b. School District shall indemnify, defend and hold harmless County and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with School District's performance hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
  - c. No relationship of employer and employee is created by this Agreement, it being understood that the County and School District shall each act hereunder as an independent contractors; that County shall not have any claim under this agreement or otherwise against the School

District for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; and that School District shall not have any claim under this agreement or otherwise against the County for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

17) Notices: Notices pertaining to this Agreement shall be presented in writing to the following:

SCHOOL DISTRICT:

Superintendent  
CASTRO VALLEY UNIFIED SCHOOL DISTRICT  
4400 Alma Avenue  
Castro Valley, CA 94546

COUNTY:

President, Board of Supervisors  
COUNTY OF ALAMEDA  
Administration Building  
1221 Oak Street  
Oakland, CA 94612

County Librarian  
ALAMEDA COUNTY LIBRARY  
2450 Stevenson Blvd.  
Fremont, CA 94538-2326

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement on the dates indicated below.

CASTRO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF ALAMEDA

By: \_\_\_\_\_  
Clerk, Board of Education

By: \_\_\_\_\_  
President of the Board of Supervisors  
County of Alameda  
State of California

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
School District Superintendent

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

LMW:rm

December 15, 2003

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