

JOINT USE COOPERATIVE AGREEMENT

BETWEEN
 THE COUNTY OF LOS ANGELES
 AND
 THE CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT

THIS JOINT USE COOPERATIVE AGREEMENT ("Agreement") is made and entered into this 6TH day of JANUARY, 2004, by and among the COUNTY OF LOS ANGELES, a body corporate and politic ("County") and the CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT, a public school district of the State of California ("District"), (collectively, the County and the District shall be referred to herein as the "Parties").

RECITALS

Whereas, the County is applying for grant funds (the "Grant"), as codified in the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (Education Code, Title 1, Division 1, Part 11, Chapter 12, Articles 1-3, Sections 19985-20011) and the California Code of Regulations under Title 5, Division 2, Chapter 3, Section 20430, et. seq. (collectively, the "Bond Act"), for the construction and acquisition of a new, approximately seventeen thousand (17,000) square foot area public library (the "Library") to be located in the Lawndale Civic Center in the City of Lawndale, County of Los Angeles, State of California, which property is more commonly known as 14717 Burin Avenue, Lawndale, California (the "Site"); and

Whereas, under the Bond Act, first priority will be given in the award of grant funds to joint use projects in which the public agency which operates the library and one or more school districts have entered into a cooperative agreement; and

Whereas, the Parties share a common vision in support of lifelong learning and preparing their mutual constituencies for the challenges of a changing society and their mutual goal is to develop public library services which will support the educational achievements of the K-12 students who reside in the Lawndale library service area; and

Whereas, the Library and the District have had a long-time partnership in providing services for students in Lawndale, including class visits to the library, visits by the librarians to the classes and faculty meetings, library programs aimed at parents of students, library reading enrichment programming for children, mutual promotion of school and library activities, programming, and special events; and

Whereas, the Library has served as a place of employment for District students, and a site for student volunteers to earn community service credits; and

Whereas, this Agreement builds on these relationships and will create other opportunities for additional partnerships; and

Whereas, the County recognizes that the District is providing a significant contribution to the success of the Homework Center and the Career Center; and

Whereas, this Agreement is mutually beneficial to the County and to the District because it supports an important collaborative effort, which is in harmony with strategic directions for both the County and the District; and

Whereas, a Community Needs Assessment, involving both the County and the District, found that the need for services to children and young adults is and will continue to be one of the most pressing service needs for the Library; and

Whereas, the Community Needs Assessment identified specific areas of concern, including the need for self-improvement, career advancement, and job skills; the need to support children and students in career skills, homework assistance, and skill-building in reading and writing; and the need for access to computer technology and information services; and

Whereas, the Community Needs Assessment identified specific features of the Lawndale community that must be addressed when planning services, including:

- the large number of children with low literacy skills or who need assistance with homework or a quiet place in which to study
- crime and gangs and the number of at-risk youth who need job skills training
- the large number of Spanish-speaking residents whose children need assistance with school assignments to ensure their educational success; and

Whereas the Joint Venture Project, as the term is defined in the Act, shall provide a Homework Center with flexible space capacity to allow for a variety of simultaneous uses and a Career Center with flexible space capacity to allow for a variety of simultaneous uses; and

Whereas, the Homework Center will provide materials and formal support to assist students in grades 3 through 6 and their families with homework and study assignments and skill-building in reading and writing; and

Whereas, the Career Center will provide job, career, and college education information to assist students, young adults, and others in assessing and pursuing vocational and career choices using state of the art technology; and

Whereas, the Agreement defines the Homework Center and the Career Center and the joint participation and cooperation of the Parties in connection therewith; and

Whereas, the Parties acknowledge and agree that this Agreement shall be contingent upon, and effective only if, the County receives the grant funding from the State of

California to fund the construction of the Library; and

Whereas, the Parties are authorized to enter into this agreement by the Joint Exercise of Powers Act/California (Government Code sections 6500 et. seq.);

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Description and Location of the Homework Center

- a. The District recognizes the need to ensure that students in the elementary schools are prepared for high school work . The District also recognizes the need to provide community-based opportunities for high school students who are seeking community service experience or who wish to explore careers related to teaching, and to provide community-based opportunities for students enrolled in the District's library service training program. To support these needs, the District seeks the inclusion of a Homework Center as part of this Joint Use Agreement.

The District will support these programs with equipment and staffing with a value of \$12,600.00, as described below in section 6, Sources and Uses of Funding for the Homework Center.

- b. The Homework Center will provide an opportunity for students in grades 3 through 6 to use collections, resources, and computers, and receive instruction to help them with their school assignments. The Homework Center will address the need, as identified in the Community Needs Assessment, for study and reading space, and to enable children and youth to improve their reading and writing abilities.
- c. The Library shall provide approximately five hundred sixty (560) square feet of space to be used as the Homework Center. The Homework Center will provide a place for independent study and assistance for students in grades 3 through 6 to study and work on homework assignments during the scheduled Homework Center hours as detailed in Section 2 below. When the Homework Center is not being utilized for homework assistance, it may be used for additional homework-related activities, such as classes conducted by the District for parents on assisting their children with homework, classes conducted by the District or the County to improve computer literacy for patrons of all ages, or independent general library use. The Homework Center will be located in the Library's Children's area.

- d. The Homework Center will be coordinated and supervised by the Community Library Manager (Librarian II), who will be assisted by the Children's Librarian (Librarian I) and other designated librarians. The Homework Center will be staffed by the Children's Librarian and by two (2) Homework Helpers, at the Library Page classification, and by trained volunteers. The District will refer high school students to become Homework Center volunteers, especially those who are seeking community service experience, those who are exploring teaching as a career choice, those who are enrolled in the District's library service training program, and those enrolled in the After School Tutorial Program. Volunteers and Library Pages who demonstrate an interest in pursuing careers in teaching or who demonstrate an interest in working with children will be specially selected for the Homework Center. Each volunteer and Library Page will be trained by the Community Library Manager or the Children's Librarian in Homework Center procedures and policies of the Library, using the training module developed by Penny Markey, the County Library's Youth Services Coordinator, and currently in use in the County's 31 Homework Centers. This module, ten hours in length, includes sections on customer service, communication with children, teachers, and parents; homework assistance protocols, search techniques, and basic computer trouble-shooting. The volunteers and Library Pages will work under the supervision of the Community Library Manager, the Children's Librarian, or other designated librarians. The Homework Center will include computer workstations for online use and provide table seating for twelve (12) people.
- e. The Homework Center will provide a place for assistance by trained youth volunteers and by paid library staff. The Homework Center will provide specialized print and electronic resource collections responsive to curriculum needs, including designated computer time for student homework needs. The Homework Center will provide appropriate support tools such as bibliographies, listing of websites, and pathfinders.
- f. The Homework Center will provide six (6) workstations, each equipped with a computer, printer, peripherals, software, and web links to appropriate homework sites. This will address the need, as identified in the Community Needs Assessment, of many families in Lawndale who have no computer, or no computer with Internet access, in their homes. A collection of materials to support homework needs of students in grades 3 through 6 will be located in the Homework Center. The Library will purchase, or otherwise secure, a set of the necessary elementary school textbooks.
- g. The computers in the Homework Center will be subject to the County's public Internet use policies and procedures. A copy of the County's public Internet use policies and procedures will be available in the Homework Center.

- h. In order to publicize and highlight the programs and services offered to students, the County will host an annual open house and periodic orientations at the Homework Center for teachers, parents, and students. These open programs will be designed to encourage students to use the Homework Center and the Library's other resources.
- i. In order to give parents the skills they need to assist their children, the District will provide a certificated bi-lingual teacher to provide a Parenting Class in the Library, at times arranged to meet the needs of working parents. The workshop will be held once a week for three (3) hours for eleven (11) months in each school year. The classes will cover such topics as communication issues, parenting skills, helping your child with homework, and potential substance abuse by students. Referrals to other programs, including the District's English as a Second Language program, will be made as appropriate.
- j. During the first year of the project, the Parties will commit to a quarterly joint meeting for the purpose of reviewing and evaluating the success of the Homework Center as an effective skills-building site for elementary students who are using the Homework Center, as well as for the high school students who are seeking community service experience, those who are exploring teaching as a career choice, and those who are enrolled in the District's library service training program. This review will be conducted by Library staff and District faculties and staff and will include a written survey of students and volunteers. The Parties will invite participation from the elementary school district in Lawndale. Each of the parties will plan and host the meeting on an alternating basis. The goals of the quarterly meeting are to ensure ongoing collaboration, to optimize the benefits of the Homework Center for students, and to make any adjustments to the programs and services to ensure that they continue to serve the needs of the Homework Center customers.

After the first year of the Project, the Parties will commit to an annual joint meeting for the purpose of reviewing and evaluating the success of the Homework Center as an effective skills-building site for elementary students who are using the Homework Center, as well as for the high school students who are seeking community service experience, those who are exploring teaching as a career choice, and those who are enrolled in the District's library service training program. This review will be conducted by Library staff and District faculties and staff and will include a written survey of students and volunteers. The Parties will invite participation from the elementary school district in Lawndale. Each of the Parties will plan and host the meeting on an alternating basis. The goals of the annual meeting are to ensure ongoing collaboration, to optimize the benefits of the Homework Center for the students, and to make any adjustments to the programs and

services to ensure that they continue to serve the needs of the Homework Center customers.

In addition to these regularly scheduled meetings, either Party may call a special meeting at any time to deal with an emergency situation, or to consider an unexpected opportunity beneficial to the Homework Center.

The findings of these quarterly and annual reviews and any recommendations from the Library staff and District faculties and staff will be forwarded to the Parties for their consideration in order to revise or amend the terms and conditions of this Agreement, as described below in Section 18.

2. Library Hours of Service for the Public and Students

The Lawndale Library will be open to the public during the following days and hours:

Sunday, Monday	Closed
Tuesday, Wednesday	1:00 p.m. to 8:00 p.m.
Thursday, Friday	11:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.

The Homework Center shall be open to the public and staffed during the following days and hours:

Sunday, Monday	Closed
Tuesday, Wednesday	3:00 p.m. to 7:00 p.m.
Thursday, Friday	3:00 p.m. to 6:00 p.m.
Saturday	10:00 a.m. to 4:00 p.m.

Staffing will be provided by Library staff and trained volunteers. Additionally, the Homework Center will be open for independent study use during the remaining library service hours.

3. Definition of the Roles and Responsibilities of Each Party for the Homework Center

The roles and responsibilities of the Parties are as follows:

- a. The role of the Library is to provide a welcoming environment in the Lawndale community where students can find resources they need to succeed in their educational pursuits.

The County Library will serve as an adjunct to its school partners by extending the mission of developing lifelong learners and inspiring and educating individuals to realize their dreams and fulfill their responsibilities to society through the library services and technological resources available in the Lawndale Library.

The role of the District is to work collaboratively with the Library and to partner with the Library to expand their educational mission to the elementary school students, parents, and community, by providing resources to enable children and youth to be successful in completing their homework assignments.

By joining together, the Parties will better address three of the roles identified as important to the community in the Needs Assessment process: general information, lifelong learning, and information literacy.

- b. The County shall operate and manage the Homework Center which shall be part of the library. The Library shall operate as a unit of the County of Los Angeles Public Library, and shall be subject to the County's operating policies and procedures for the Public Library. The County shall fund, hire, train, and supervise the Homework Center staff. The County will provide two (2) computers with printers and peripherals on the day the Homework Center begins operation funded from the budget for the library. The County will maintain and replace the computers provided for the Homework Center including software, printers and peripheral items on a three (3) year rotating cycle.
- c. The District shall refer high school students to become Homework Center volunteers in order to fulfill required or voluntary community service, to provide experience for those who are exploring teaching as a career, to provide practical experience for those who are enrolled in the District's library service training program, and those enrolled in the After School Tutorial Program.

The District agrees to provide computer hardware with printers and peripherals for the Homework Center and to participate in an on-going computer replacement program. The District agrees to provide computers, software, and peripheral equipment that meets requirements provided by the Library. The District will provide four (4) computers on the day the Homework Center begins operation. The District will replace computers, including software, printers, and peripheral equipment items provided by the District on a three (3) year rotating cycle.

The District agrees to provide a certificated bi-lingual teacher to provide a Parenting Class in the Library, at times arranged to meet the needs of

working parents. The workshop will be held once a week for three (3) hours for eleven (11) months in each school year. The classes will cover such topics as communication issues, parenting skills, helping your child with homework, and potential substance abuse issues.

4. Number and Classification of Staff Members; Use of Volunteers in the Homework Center

The Community Library Manager (Librarian II) shall be the person in charge of the Homework Center. The Homework Center will be staffed by the Children's Librarian (Librarian I) and by two (2) paid Homework Helpers at the Library Page classification. Each Homework Helper will be trained by the Community Library Manager or the Children's Librarian in Homework Center procedures and policies of the Library, using the training module developed by Penny Markey, the County Library's Youth Services Coordinator, which is currently in use in the County's 31 Homework Centers. This module, ten hours in length, includes sections on customer service, communication with children, teachers, and parents; homework assistance protocols, search techniques, and basic computer trouble-shooting

In addition, per Section 2.b above, high school community service volunteers will be trained to assist the paid Homework Center staff with homework related activities. Homework Center volunteers shall be treated as County volunteers, be subject to County's volunteer policies and procedures, and be covered under the County's volunteer insurance.

Library Pages and volunteers who demonstrate an interest in pursuing careers in teaching or who demonstrate an interest in working with children will be specially selected to staff the Homework Center. Each page and volunteer will be trained by the Community Library Manager or the Children's Librarian, in Homework Center procedures and policies of the Library, using the training module developed by Penny Markey, the County Library's Youth Services Coordinator, which is currently in use in the County's 31 Homework Centers. This module, ten hours in length, includes sections on customer service, communication with children, teachers, and parents; homework assistance protocols, search techniques, and basic computer trouble-shooting. Each Library Page and volunteer shall work under the supervision of the Community Library Manager, the Children's Librarian, or other designated librarians.

Per section 2.i above, the District will provide a certificated bi-lingual teacher to provide a Parenting Class in the Library.

5. Ownership of the Site, Facility, Furnishings, Equipment and Library Materials in the Homework Center.

The underlying fee title to the land, building, and improvements, along with any personal property, furnishings, or equipment comprising the Library, except materials and equipment paid for by the District, shall be owned by the County. Library materials will be owned by the County, with the exception of Homework Center materials provided by the District, which shall remain the property of the District. Any furnishings, equipment, and materials in the Homework Center provided and paid for by the County shall remain the property of the County.

6. Sources and Uses of Funding for the Homework Center

The County will provide funding for staff who offer Homework Center assistance. The two (2) paid part-time Library Pages, the Community Library Manager (Librarian II), the Children's Librarian (Librarian I), and other designated librarians as referenced in Section 4 for the Homework Center will be employees of the County. Funding for salaries, employee benefits, workers's compensation, and other payroll costs for the aforementioned two (2) Library Pages, the Community Library Manager, the Children's Librarian, and other designated librarians will be provided by the County.

The Homework Center will initially be furnished with six (6) computers with printers and peripherals. The County is responsible for providing the funding for the initial installation and replacement of two (2) computers, printers, peripherals, and related software.

The District is responsible for providing the funding for the initial installation and replacement of four (4) computers, printers, peripherals, and related software, valued at \$1,500.00 each for a total of \$6,000.00

The Parties agree to develop a computer replacement policy so that all hardware will be replaced on a three (3) year rotating cycle. The parties agree that all computers, printers, peripheral computer equipment items, and software provided under this paragraph shall meet County hardware and software requirements and shall be maintained and replaced as required in the reasonable discretion of the County.

The County is responsible for the ongoing maintenance of all six (6) computers in the Homework Center as well as other Library furniture or equipment in the Homework Center.

The County will provide high speed Internet access for all computers in the Homework Center.

The County is responsible for selecting and purchasing library materials in support of the Homework Center.

The District is responsible for providing the funding for a certificated bi-lingual teacher to provide a Parenting Class in the Library, valued at \$50.00 per hour, for three (3) hours per week, for 44 weeks per year, for a total of \$6,600.00. The District will utilize program funds from Proposition 227, Community-Based English Tutoring.

7. Responsibility for Facility Operation, Maintenance and Management of the Homework Center

The Library shall be operated and managed solely by the County. The responsibility for maintenance of the Library shall be the responsibility of the County.

8. Description and Location of the Career Center

- a. The Career Center, a high priority for the District, will provide an opportunity to research job, career, and college education information. This will ensure that youth in the community will have a career path and that graduates will be employed. Through the provision of materials, resources, programs, and classes, the Career Center will address the need, as identified in the Community Needs Assessment, to support youth, including youth at risk, and adults who need access to information and guidance on career advancement and job skills.

The District will support the Career Center with equipment and staffing with a value of \$25,980.00, as described below in section 13, Sources and Uses of Funding for the Career Center.

- b. The Library shall provide approximately 460 (four hundred sixty) square feet of space to be used as the Career Center. The space shall be located in close proximity to the Library's Information/Reference desk, in the Adult Area of the Library, and adjacent to the Young Adult Area.
- c. The Career Center will be coordinated and supervised by the Community Library Manager, who will be assisted by the Children's Librarian, and other designated librarians. The District will utilize the Center to provide after school career services and a Job Club. The District will provide staffing for Career Center programs and classes, including job searching, job seeking, and job keeping skills classes. The Career Center will include computer workstations with career center resources available for online use.

The District has a successful partnership with the South Bay Workforce Investment Board (formerly the Private Industry Council) to offer classes in job searching, job seeking, and job keeping skills. The South Bay Workforce Investment Board, a cooperative partnership of business, employment development, education, training, local government, public as well as non-profit organizations, is committed to developing job skills, abilities, and attitudes essential for participation in today's workforce. The District will augment its offerings of Career Center programming at the library with the programs offered by the South Bay Workforce Investment Board.

The District will provide programs and classes including: Career Exploration, Labor Market Information, Resume Writing, Writing a Cover Letter, Networking Connections to Employment, Internet Job Search, First Impressions, Interviewing Techniques, The Team Approach, Managing Your Time, Taking and Giving Criticism, Succeeding with Your Supervisor, How to Deal with Difficult People.

The District agrees to offer a minimum of four (4) Career Center programs or classes each month during the school year. Classes vary in length from one (1) to three (3) hours.

The District, working with the South Bay Workforce Investment Board, agrees to provide a Youth Coordinator to staff the Job Club for one (1) hour per day for each day that school is in session, to assist students in the use of the Career Center.

- d. District staff and trained volunteers will provide formal support to assist students in grades 9 through 12 to assess and pursue vocational, educational, and career choices. The District will refer high school students to become Career Center volunteers, especially those who are seeking community service experience, those who are exploring teaching as a career choice, and those who are enrolled in the District's library service training program. Volunteers will provide one-on-one support under the supervision of the Community Library Manager, the Children's Librarian, or other paid staff. The District anticipates that a minimum of three (3) classes will visit the Career Center each month, including "Blueprint for Workplace Success" classes, and classes for students learning English as a second language. The District anticipates that a minimum of six (6) volunteers will participate each month, serving a minimum of sixty (60) hours per month.
- e. The Library staff and the District's staff will cooperate on programs and activities to encourage parents to visit the Library with their children to utilize the Career Center as well as other resources the Library can provide.

- f. The Library and the District will promote and advertise the Career Center through jointly sponsored events, publicity and other programs, such as "Career Days."
- g. The Career Center shall provide a place for independent study and assistance for high school students to assess and pursue vocational, educational, and career choices. When the Career Center is not being utilized for career assistance, it may be used for additional educational activities such as classes conducted by the District or the County to improve computer literacy for patrons of all ages, or independent general library use.
- h. The Career Center will provide four (4) workstations, each equipped with a computer, printer, peripherals, career software, and web links to related Internet sites. A collection of career materials will be located in the Career Center to support the District's curriculum. Career materials will be available in English and Spanish, and other languages as appropriate. In order to strengthen the connection between the Career Center and the District's curriculum, a minimum of one copy of each core textbook identified and supplied by the District will also be located in the Career Center for use by students in the Career Center, or in the adjacent Young Adult area of the Library. The District agrees to provide career related and skills building software programs, such as EUREKA, the California Career Information System, and New Century Academic, to improve mathematics and literacy skills, to support the Career Center.
- i. The computers in the Career Center will be subject to the County's public Internet use policies and procedures. A copy of the County's public Internet use policies and procedures shall be available at the Career Center.
- j. Library meeting rooms and conference rooms may be used for Career Center programs, including the Job Club.
- k. During the first year of the project, the Parties will commit to a quarterly joint meeting for the purpose of reviewing and evaluating the services offered by the Career Center. This review will be conducted by Library staff and District faculties and staff and will include a written survey of Career Center customers and volunteers. Each of the Parties will plan and host the meeting on an alternating basis. The goals of the quarterly meeting are to ensure ongoing collaboration, to optimize the benefits of the Career Center for students, and to make any adjustments to the programs and services to ensure that they continue to serve the needs of the Career Center customers.

After the first year of the project, the Parties will commit to an annual joint meeting for the purpose of reviewing and evaluating the services offered by

the Career Center. This review will be conducted by Library staff and District faculties and staff and will include a written survey of Career Center customers and volunteers. Each of the Parties will plan and host the meeting on an alternating basis. The goals of the annual meeting are to ensure ongoing collaboration, to optimize the benefits of the Career Center for students, and to make any adjustments to the programs and services to ensure that they continue to serve the needs of the Career Center customers.

In addition to these regularly scheduled meetings, either Party may call a special meeting at any time to deal with an emergency situation, or to consider an unexpected opportunity beneficial to the Career Center.

The findings of these quarterly and annual reviews and any recommendations from the Library staff and District faculties and staff will be forwarded to the Parties for their consideration in order to revise or amend the terms and conditions of this Agreement, as described below in Section 18.

9. Library Hours of Service for the Public and Students

The Lawndale Library will be open to the public during the following days and hours:

Sunday, Monday	Closed
Tuesday, Wednesday	1:00 p.m. to 8:00 p.m.
Thursday, Friday	11:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.

The Career Center shall be open to the public during the following days and hours:

Sunday, Monday	Closed
Tuesday, Wednesday	1:00 p.m. to 8:00 p.m.
Thursday, Friday	11:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.

Staffing will be provided by the Community Library Manager, the Children's Librarian, or other paid staff and by trained volunteers during all open hours. High school community service volunteers supervised by paid Library staff will be scheduled to provide maximum coverage for every hour that the Career Center operates.

Career Center programs and classes will be scheduled at times that are most convenient for students and parents, thus encouraging maximum participation.

10. Definition of the Roles and Responsibilities of Each Party for the Career Center.

The roles and responsibilities of the Parties are as follows:

- a. The role of the Library is to provide a welcoming environment in the Lawndale community where students can find resources they need to succeed in their educational pursuits.

The County Library will serve as an adjunct to its school partners by extending the mission of developing lifelong learners and inspiring and educating individuals to realize their dreams and fulfill their responsibilities to society through the library services and technological resources available in the Lawndale Library.

The role of the District is to work collaboratively with the Public Library and to partner with the Library to expand their educational mission to the high school students, parents, and community, by providing access to career information, programs, and classes.

By joining together, the Parties will better address two of the roles identified as important to the community in the Needs Assessment process: lifelong learning and information literacy.

- b. The County shall operate and manage the Career Center which shall be a part of the Library. The Library shall operate as a unit of the County of Los Angeles Public Library, and shall be subject to the County's operating policies and procedures for the Public Library.
- c. The District shall provide a minimum of one copy of each core school textbook for use by students on the day the Career Center begins operation. All textbooks will be available for use in the Center only and will not circulate. This collection shall be evaluated jointly on an annual basis by a designee of the District and a designee of the County for currency, condition, and relevancy. The collection will be maintained and updated by the District as necessary to ensure a relevant and appropriate textbook collection. In addition, the District shall refer high school students, who need to fulfill required or voluntary community service, who are exploring teaching as a career choice, or who are enrolled in the District's library service training program, to the Library to serve as volunteers providing assistance to those using the Career Center.

The District agrees to provide computer hardware with printers and peripherals for the Center and to participate in an ongoing computer replacement program. The District agrees to provide computers, software,

and peripheral equipment that meet requirements provided by the Library. Software will include self-directed programs to build skills in reading and mathematics, such as New Century Academic, as well as software to explore career options, such as EUREKA, the California Career Information System. The District will provide four (4) computers on the day the Career Center begins operation. The District will replace computers, including software, printers and peripheral equipment items provided by the District on a three (3) year rotating cycle.

The District, working with the South Bay Workforce Investment Board, agrees to provide a Youth Coordinator to staff the Job Club for one (1) hour per day for each day that school is in session, and to assist students in the use of the Career Center.

The District will provide a link to the Library's website and on-line catalog on the computers in its libraries.

11. Number and Classification of Staff Members; Use of Volunteers in the Career Center

The Community Library Manager (Librarian II) shall be the person in charge of the Career Center. The District will provide staff for Career Center programming, including resume assistance, interview training, and career counseling assistance. In addition, per section 10.b. above, high school community service volunteers will assist in the Career Center. Center volunteers shall be treated as County volunteers, be subject to County volunteer policies and procedures, and be covered by the County's volunteer insurance. District staff and work/study students will be covered by District insurance.

The Community Library Manager will fully train all library staff in the operations of the Career Center so that students who use the Career Center will be assured Library staff is available to assist them at all times. In the absence of the Community Library Manager, the Children's Librarian, or other designated librarians will assume the duties of manager.

Center volunteers will be trained using a training module based on the one developed by Penny Markey, the County Library's Youth Services Coordinator, which is currently in use in the County's 31 Homework Centers. This module, ten hours in length, includes sections on customer service, communication with young adults, teachers, and parents; career assistance protocols, search techniques, and basic computer trouble-shooting.

District will provide Certificated Teachers to provide Career Center programs and

classes.

The District, working with the South Bay Workforce Investment Board, will provide staff at the level of Youth Coordinator (bachelors degree, plus a minimum of one year experience) to staff the Job Club and assist students in the use of the Career Center.

12. Ownership of the Site, Facility, Furnishings, Equipment and Library Materials in the Career Center

The underlying fee title to the land, building and improvements, along with any personal property, furnishings, or equipment comprising the Library, except materials and equipment paid for by the District, shall be owned by the County. Library materials will be owned by the County, with the exception of Career Center materials provided by the District which shall remain the property of the District. Any furnishings, equipment, and materials in the Center provided and paid for by the County shall remain the property of the County.

13. Sources and Uses of Funding for the Career Center

The District will provide funding for staff who offer Career Center programming.

The District, working with the South Bay Workforce Investment Board, is responsible for providing funding for a Youth Coordinator for the Career Center, valued at \$30.00 per hour, for one (1) hour each day that school is in session, for a total of \$5,280.00.

The County is responsible for funding the library staff who manage the Career Center and who train and supervise the high school community service volunteers.

The Career Center will initially be furnished with four (4) computers with printers and peripherals.

The District is responsible for providing the funding for the initial installation and replacement of four (4) computers, printers, peripherals, and related software, valued at \$1,500.00 each for a total of \$6,000.00

The Parties agree to develop a computer replacement policy so that all hardware will be replaced on a three (3) year rotating cycle. The Parties agree that all computers, printers, peripheral equipment items, and software provided under this paragraph shall meet County hardware and software requirements, and shall be maintained and replaced as required in the reasonable discretion of the County.

The County is responsible for the ongoing maintenance of all four (4) computers in the Career Center as well as other Library furniture or equipment in the Career Center.

The County will provide high speed Internet access for all computers in the Career Center.

The District is responsible for providing one set of all core high school textbooks, valued at \$4,000.00.

The District is responsible for providing Eureka system software, valued at \$2,700.00; New Century software for two (2) of the computers, valued at \$4,000.00; and other vocational related software, valued at \$4,000.00

The County is responsible for selecting and purchasing library materials in support of the Career Center.

14. Responsibility for Facility Operation, Maintenance, and Management of the Career Center

The Library shall be operated and managed solely by the County. The responsibility for maintenance of the Library shall be the responsibility of the County. The District shall maintain the textbooks provided by the District for the Career Center.

15. Indemnity

No party nor any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of another party under or in connection with any work, authority or jurisdiction delegated to the parties under this Agreement. Each party shall indemnify, defend and hold harmless the other parties, their officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of its own officers, agents, contractors, or employees under or in connection with any work, authority or jurisdiction delegated to each party under this Agreement. This indemnity shall survive termination of this Agreement.

In contemplation of the provisions of Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being

parties to an agreement, as defined in Government Code section 895, the parties hereto, pursuant to the authorization contained in Government Code section 895.4 and section 895.6 will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of section 895.2 of such code. To achieve this purpose, each party agrees to indemnify and hold harmless the other party for any cost or expense that may be imposed upon such other party solely by virtue of said 895.2. The provisions of Civil Code section 2778 are made a part hereof as if incorporated herein.

16. Insurance

- I. General Insurance Requirements: Without limiting the indemnification provision and during the term of this Agreement, both Parties shall provide and maintain, and shall require their sub-contractors to maintain, the following insurance programs. Each Party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other, and shall be provided and maintained at the Party's own expense.
 - A. Evidence of Insurance: Each Party shall provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party prior to commencing services under this Agreement. Such evidence shall identify this Agreement and the required coverages, and provide that the other Party receive written notice by mail at least thirty (30) days in advance of cancellation for all required coverages.
 - B. Insurer Financial Ratings and Self-Insurance: If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.
 - C. Notification of Incidents, Claims or Suits: The Parties mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against one or both Parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.
- II. Insurance Coverage Requirements: Each Party shall maintain the following

programs of insurance coverage.

- A. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

- C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. This insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

17. Non-Discrimination

The Parties agree that in providing Career Center services and Homework Center services, the hiring of staff, and the selection and use of volunteers, all persons will be treated equally and without regard to race, color, religion, ancestry, national origin, sex, age, sexual orientation, marital status or disability, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

18. Review and Modification Process/Delegation of Authority

The terms and conditions of this Agreement shall be reviewed jointly by the Parties quarterly during the first year and, thereafter, no less than annually during the term to determine that the services of the Homework Center and the Career Center continue to meet the needs of the students and public. Each Party shall designate a representative as the contact liaison in connection with any and all issues pertaining to this Agreement. The District Superintendent and the County Librarian shall each designate in writing to the other Party the identity of each liaison within

ten (10) business days of the award of the Grant and all notices relating to this Agreement shall be sent to these representatives. The Parties will review the findings and approve implementation of the recommendations from the annual joint meetings as described above in section 1. i. for the Homework Center and section 8. k. for the Career Center. The terms and conditions of this Agreement may be revised or amended by the County Librarian and designated District representatives for the Parties provided that any such amendment is consistent with the original intent of the Agreement and the requirements of the Bond Act.

In addition to these regularly scheduled meetings, either Party may call a special meeting at any time to deal with an emergency situation, or to consider an unexpected opportunity beneficial to the Homework Center or to the Career Center.

19. Field Act Applicability

It is agreed that the Library shall not be located on school property, and that at no time will the Career Center or the Homework Center or any other part of the Library be used for required educational purposes for more than twenty-four (24) pupils enrolled in kindergarten or any of the grades 1 through 12 at any one time in the building. Based on this understanding, the Field Act will not apply to the construction of the Library.

20. Commitment to Providing Joint Use Library Services

The Parties hereby expressly agree to cooperate with one another to provide the joint use Homework Center service and Career Center service described in this Agreement for a term of twenty (20) years, or such alternative joint use library services as may be mutually agreed by the Parties, which shall be consistent with the eligible joint use services provided for in Section 20434(a)(1)(B) of the Bond Act, beginning on the date the library opens to the public and ending twenty (20) years thereafter.

21. Inclusion of the Education Code

The Parties acknowledge that this Agreement incorporates Education Code section 19999 and section 20440(e)(3)(G) of the Bond Act, which require the provision of public library direct services for forty (40) years at the Library, beginning on the date the Library opens to the public and ending forty (40) years thereafter.

22. The Parties agree that this Agreement shall be operative only if the County receives the proposed grant funding from the state and constructs the proposed library.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

"County"



COUNTY OF LOS ANGELES,
a body corporate and politic

By: *Don Knabe*

Name: DON KNABE
Chair

ATTEST:

by *Violet Varona Lukens*
Violet Varona Lukens ~~DON KNABE~~ DEPUTY
Executive Officer – Clerk of the Board of Supervisors

APPROVED AS TO FORM
LLOYD W. PELLMAN, County Counsel

By: *Helen Parker*
Helen Parker
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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JAN - 6 2004

Violet Varona Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

"District"

CENTINELA VALLEY UNION HIGH SCHOOL
DISTRICT,
a public school district of the State of California

By: Jorge Arroyo

Name: Jorge L. Arroyo

Its: Board President

ATTEST:

Rafael Ramirez
District Clerk

