WHEREAS, Ravenswood City School District ("RCSD") and City of Menlo Park ("City") desire to renew the existing Joint-Use Library Initiative Memorandum of Understanding ("MOU") for operations of the Belle Haven Community Library located at 413 Ivy Drive in Menlo Park, California; and,

WHEREAS, the existing MOU is set to expire on June 30, 2020; and,

WHEREAS, RSCD and City mutually desire to extend the term of the MOU for twenty-four (24) additional months through June 30, 2022; and,

WHEREAS, RCSD and City mutually desire to make no other changes to the existing MOU at this time, except for term extension noted above;

NOW, THEREFORE, RCSD and City hereby agree to renew the Joint-Use Library Initiative Memorandum of Understanding ("MOU") for operations of the Belle Haven Community Library for twenty-four (24) additional months through June 30, 2022.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands:

CITY OF MENLO PARK

Starla Jerome-Robinson  Date
City Manager, City of Menlo Park

RAVENSWOOD CITY SCHOOL DISTRICT

Gina Sudaria  Date
Superintendent of Schools

Attachment: Joint-Use Library Initiative Memorandum of Understanding
Ravenswood City School District
ADMINISTRATIVE OFFICE
2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 323-1072

Inter-Departmental Correspondence
Curriculum and Instruction

Date: May 14, 2019
Board Meeting Date: May 23, 2019
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Trustees
From: Gina Sudaria, Acting Superintendent
Subject: Consideration to approve the MOU renewal between The Belle Haven Community Library and Ravenswood City School District

Quick Summary/Abstract:
The Belle Haven Community Library will continue partnership with the Ravenswood City School District to provide the youth of our community with the expanded learning time opportunities they need to achieve school success.

Discussion:
The renewal for Belle Haven Community Library to extend through the June 30, 2020 school year.

Fiscal Impact:
There's no financial impact to Ravenswood City School District

RECOMMENDATION:
We recommend that the Board of trustee approve the contract extension between Ravenswood City School District (RCSD) and The Belle Haven Community Library

Board Approved: Jun 4, 2019
RENEWAL OF THE JOINT-USE LIBRARY INITIATIVE
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN RAVENSWOOD CITY SCHOOL DISTRICT
AND CITY OF MENLO PARK

WHEREAS, Ravenswood City School District ("RCSD") and City of Menlo Park ("City") desire to renew the existing Joint-Use Library Initiative Memorandum of Understanding ("MOU") for operations of the Belle Haven Community Library located at 413 Ivy Drive in Menlo Park, California; and,

WHEREAS, the existing MOU is set to expire on June 30, 2019; and,

WHEREAS, RCSD and City mutually desire to extend the term of the MOU for twelve (12) additional months through June 30, 2020; and,

WHEREAS, RCSD and City mutually desire to make no other changes to the existing MOU at this time, except for term extension noted above;

NOW, THEREFORE, RCSD and City hereby agree to renew the Joint-Use Library Initiative Memorandum of Understanding ("MOU") for operations of the Belle Haven Community Library for twelve (12) additional months through June 30, 2020.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands:

CITY OF MENLO PARK

Starla Jerome-Robinson  
Starla Jerome-Robinson (Jun 6, 2019)  
Starla Jerome-Robinson  
City Manager, City of Menlo Park

RAVENSWOOD CITY SCHOOL DISTRICT

Gina Sudaria  
Gina Sudaria (Jun 4, 2019)  
Gina Sudaria  
Interim Superintendent of Schools

Attachment: Joint-Use Library Initiative Memorandum of Understanding
Belle Haven Community Library MOU

Final Audit Report

Created: 2019-06-06
By: Manny Del Valle (mdelvalle@ravenswoodschools.org)
Status: Signed
Transaction ID: CBJCHBCAABAABITbnX2R0BUUugy4Dzun2upaBWR9y3eE

"Belle Haven Community Library MOU" History

 hx Document created by Manny Del Valle (mdelvalle@ravenswoodschools.org)
  2019-06-06 - 4:44:09 PM GMT - IP address: 149.20.81.200

 h Document emailed to Starla Jerome-Robinson (srobinson@menlopark.org) for signature
  2019-06-06 - 4:45:13 PM GMT

 h Email viewed by Starla Jerome-Robinson (srobinson@menlopark.org)
  2019-06-06 - 4:54:18 PM GMT - IP address: 149.20.89.9

 h Document e-signed by Starla Jerome-Robinson (srobinson@menlopark.org)
  Signature Date: 2019-06-06 - 4:55:03 PM GMT - Time Source: server - IP address: 149.20.89.9

 ✔ Signed document emailed to Starla Jerome-Robinson (srobinson@menlopark.org) and Manny Del Valle (mdelvalle@ravenswoodschools.org)
  2019-06-06 - 4:55:03 PM GMT
Ravenswood City School District
Business Services Office
2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 323-9454

Board Members:
Sharila Wilson, President
Ana María Pulido Vice President
Marcelino López, Clerk
Charlie M. Knight, Member
Marelene Gaona-Mendoza, Member

Gloria M. Hernandez-Goff, Ed. D.
Superintendent

Ravenswood City School District Joint-Use Library Initiative
Memorandum of Understanding (MOU)
July 1, 2017–June 30, 2019

Purpose
The purpose of this MOU is to articulate roles and responsibilities for the successful collaboration of the Ravenswood School District's (District) Belle Haven School in Menlo Park and the City of Menlo Park (City) Branch Library. The overarching goal of this MOU is to help support the effective operation of the City Branch Library for the benefit of the Menlo Park community and the District students and parents. District and City will work toward operating, maintaining and fostering a learning environment as outlined in the shared responsibilities as defined in this MOU.

This MOU is entered into with reference to the following facts:
District owns and operates the Belle Haven School, which has a library facility and equipment located therein.

City operates and staffs a branch public library at the Belle Haven School, utilizing the District's library facility, which shall hereinafter be referred to as the "joint use library facility."

City and District collaborating to provide services at the joint use library facility at Belle Haven School is in the best interests of the citizens of Menlo Park.

District anticipates utilizing Library Instructional Media Specialist (LIMS) position(s) to assist the school site staff in the joint use library facility by:
1. implementing technology;
2. assisting students in the use of technology and media technology in the learning process;
3. assisting teachers, individuals and/or groups of students in finding and selecting appropriate resource materials, books and other library materials; and
4. promoting the use of technology and media to support learning.

District will be responsible for:
• Hiring, supervising and compensating the Library Instructional Media Specialist (LIMS);
• Hiring, supervising and compensating facilities (custodian and maintenance) employee(s) which the District wishes to provide in the Library;
• Resolving all personnel issues with respect to District employees;
• Providing maintenance of the buildings and grounds housing the joint-use facility, including security, janitorial service, mail, telephone service, all supplies and equipment necessary to operate a school library;
• Assigning LIMS to the City Branch Library from 8:00 to 3:00 each school day;
• Ensuring the safety, beautification and improvements of school premises and other issues, as needed;
• Locking and securing the Library if City library staff are not present in the Branch Library itself when Library is operating as a school library;
• Storing and distributing text books from a location other than the Branch Library facility;
• Requiring all District staff working in the library to sign a non-disclosure agreement with Peninsula Library System in order to have access to the circulation/catalogue system; and
• Requiring all District staff to comply with all Peninsula Library System circulation/cataloging regulations, consistent with City practice.

The City will be responsible for:
• Hiring, supervising and compensating City Library staff including salary and benefits;
• Resolving all personnel related and employment issues with respect to City employees.
• Providing personnel to staff the joint-use library facility during the public access hours of operation as determined by the City;
• Providing training of appropriate District employees of the Library’s automated circulation procedures and other applicable policies for management and operation of the joint-use facility;
• Cataloging all library materials and additional materials subsequently purchased;
• Providing computer hardware and software necessary to handle circulation and patron functions, including sufficient on-line public access circulation/catalog terminals to access the library holdings database;
• Providing for the costs related to circulation/catalog computer hardware, software and connecting the computers to specific City or Peninsula Library systems;
• Acquiring children’s, young adult and adult materials consistent with interests and needs of residents; and
• Collaborating with District staff, community stakeholders, and partners.

City, District and the Belle Haven Community Library will jointly be responsible for:
• Collaborating to offer library programs and hours of operation that benefits the District students, parents, and community, consistent with the level of funding from the City and the District;
• Participating in program evaluation efforts, including evaluation design, data collection, interpretation and dissemination, as needed;
• Participating in learning community meetings and other partners to discuss progress and lessons learned, as appropriate;
• Developing a common system of operating procedures based largely on the procedures and practices common to the Menlo Park Library but with such minimum deviation as is necessary and mutually agreeable to ensure that the needs of both the school and the public-at-large are satisfactorily met;
• Providing services within the Library—except that City employees will not be responsible to back fill the LIMS duties and LIMS will not be responsible for general librarian duties; and
• Maintaining a clean and inviting City Branch Library.

Payment Dates

• District and the City, will not exchange money or make payments regarding the Branch Library.

Term of MOU

The term of this MOU shall run for two (2) fiscal years starting July 1, 2017 through June 30, 2019, subject to revision and renewal with BOARD approval in subsequent years unless any party to this MOU notifies the other parties, in writing, of its election to terminate the MOU: (a) due to lack of available funds, not less than thirty (30) days prior to the commencement of any fiscal year (i.e., prior to July 1); or (b) for any other reason, not less than sixty (60) days prior to commencement of any fiscal year.

Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years. Notwithstanding the foregoing, each party hereto shall be obligated to fund its required financial contribution through the effective date of termination of this MOU.

HOLD HARMLESS

A. District shall indemnify, hold harmless and defend the City and the City's trustees, officers, employees, and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of District and/or its employees or agents in their performance of this Memorandum of Understanding. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.

B. The City of Menlo Park shall indemnify, hold harmless and defend the District and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of the City of Menlo Park and its employees or agents in their performance of this Memorandum of Understanding.

C. In the event of the concurrent negligence of the District and/or its officers and/or employees and the City of Menlo Park, its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under California's Theory of Comparative Negligence as presently established or as may hereafter be modified.

Amendment of MOU

This MOU contains all of the terms and conditions agreed upon by all of the parties. No amendment or modification shall be valid unless made in writing and signed by all of the parties. No oral understanding or agreement shall be binding.
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

City of Menlo Park

City Manager

Ravenswood City School District

Dr. Gloria M. Hernandez-Goff
Superintendent

2/15/2018
Date

APPROVED OCT 12 2017
Date: June 19, 2015

To: Board of Trustees

From: Dr. Gloria M. Hernandez-Goff, Superintendent

Subject: Consideration to approve MOU for Joint-Use Library Initiative with the City of Menlo Park

Summary:
The purpose of this MOU is to articulate roles and responsibilities for the successful collaboration of the Ravenswood School District's (District) Belle Haven School in Menlo Park and the City of Menlo Park (City) Branch Library. The overarching goal of this MOU is to help support the effective operation of the City Branch Library for the benefit of the Menlo Park community and the District students and parents. District and City will work toward operating, maintaining and fostering a learning environment as outlined in the shared responsibilities as defined in this MOU.

Fiscal Impact:
There is no financial impact to the district.

Recommendation:
For the Board to approve MOU
Ravenswood City School District Joint-Use Library Initiative  
Memorandum of Understanding (MOU)  
July 1, 2015—June 30, 2017

Purpose

The purpose of this MOU is to articulate roles and responsibilities for the successful collaboration of the Ravenswood School District’s (District) Belle Haven School in Menlo Park and the City of Menlo Park (City) Branch Library. The overarching goal of this MOU is to help support the effective operation of the City Branch Library for the benefit of the Menlo Park community and the District students and parents. District and City will work toward operating, maintaining and fostering a learning environment as outlined in the shared responsibilities as defined in this MOU.

This MOU is entered into with reference to the following facts:

District owns and operates the Belle Haven School, which has a library facility and equipment located therein.

City operates and staffs a branch public library at the Belle Haven School, utilizing the District’s library facility, which shall hereinafter be referred to as the “joint use library facility.”

City and District collaborating to provide services at the joint use library facility at Belle Haven School is in the best interests of the citizen of Menlo Park.

District anticipates utilizing Library Instructional Media Specialist (LIMS) position(s) to assist the school site staff in the joint use library facility by:

1. implementing technology;
2. assisting students in the use of technology and media technology in the learning process;
3. assisting teachers, individuals and/or groups of students in finding and selecting appropriate resource materials, books and other library materials; and
4. promoting the use of technology and media to support learning.

District will be responsible for:

- Hiring, supervising and compensating the Library Instructional Media Specialist (LIMS);
- Hiring, supervising and compensating facilities (custodian and maintenance) employee(s) which the District wishes to provide in the Library;
- Resolving all personnel issues with respect to District employees;
- Providing maintenance of the buildings and grounds housing the joint-use facility, including security, janitorial service, mail, telephone service, all supplies and equipment necessary to operate a school library;
- Assigning LIMS to the City Branch Library from 8:00 to 2:00 each school day;
- Ensuring the safety, beautification and improvements of school premises and other issues, as needed;
- Locking and securing the Branch Library if not present in the Branch Library itself when Branch Library is operating as a school library;
- Storing and distributing text books from a location other than the Branch Library facility;
- Requiring all District staff working in the library to sign a non-disclosure agreement with Peninsula Library System in order to have access to the circulation/catalogue system; and
- Requiring all District staff to comply with all Peninsula Library System circulation/cataloging regulations, consistent with City practice.

The City will be responsible for:

- Hiring, supervising and compensating City Library staff including salary and benefits;
- Resolving all personnel related and employment issues with respect to City employees.
- Providing personnel to staff the joint-use library facility during the public access hours of operation as determined by the City;
- Providing training of appropriate District employees of the Library's automated circulation procedures, and other applicable policies for management and operation of the joint-use facility;
- Cataloging all library materials, and additional materials subsequently purchased by either or both entities;
- Providing computer hardware and software necessary to handle circulation and patron functions, including sufficient on-line public access circulation/catalog terminals to access the library holdings database;
- Providing for the costs related to circulation/catalog computer hardware, software and connecting the computers to specific City or Peninsula Library systems;
- Acquiring children's, young adult and adult materials consistent with interests and needs of residents; and
- Collaborating with District staff, community stakeholders and partners.

City, District and the Belle Haven Community Library will jointly be responsible for:

- Collaborating to offer library programs and hours of operation that benefits the District students, parents and community, consistent with the level of funding from the City and the District;
- Participating in program evaluation efforts, including evaluation design, data collection, interpretation and dissemination, as needed;
- Participating in learning community meetings and other partners to discuss progress and lessons learned, as appropriate;
- Developing a common system of operating procedures based largely on the procedures and practices common to the Menlo Park Library but with such minimum deviation as is necessary and mutually agreeable to ensure that the needs of both the school and the public-at-large are satisfactorily met;
- Providing services within the Library, except that City employees will not be responsible to back fill the LIMS duties and LIMS will not be responsible for general librarian duties; and
- Maintaining a clean and inviting City Branch Library.

Payment Dates

- District and the City, will not exchange money or make payments regarding the Branch Library.

Term of MOU

- The term of this MOU shall run for three (2) fiscal years starting July 1, 2015 through June 30, 2017, unless any party to this MOU notifies the other parties, in writing, of its election to terminate the MOU: (a) due to lack of available funds, not less than thirty (30) days prior to the commencement of any fiscal year (i.e., prior to July 1); or (b) for any
other reason, not less than sixty (60) days prior to commencement of any fiscal year. Notwithstanding the foregoing, each party hereto shall be obligated to fund its required financial contribution through the effective date of termination of this MOU.

HOLD HARMLESS

A. District shall indemnify, hold harmless and defend the City and the City's trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of District and/or its employees or agents in their performance of this Memorandum of Understanding. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.

B. The City of Menlo Park shall indemnify, hold harmless and defend the District and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of the City of Menlo Park and its employees or agents in their performance of this Memorandum of Understanding.

C. In the event of the concurrent negligence of the District and/or its officers and/or employees and the City of Menlo Park, its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under “California's Theory of Comparative Negligence” as presently established or as may hereafter be modified.

Amendment of MOU
This MOU contains all of the terms and conditions agreed upon by all of the parties. No amendment or modification shall be valid unless made in writing and signed by all of the parties. No oral understanding or agreement shall be binding.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

City of Menlo Park

Alex D. McIntyre
City Manager

Ravenswood City School District

Dr. Gloria M. Hernández-Goff
Superintendent

Date

Date