

"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District

ADMINISTRATIVE OFFICE

2120 Euclid Avenue, East Palo Alto, California 94303

(650) 329-2800 Fax (650) 323-1072

Board Members:

Sharifa Wilson, President

Ana Maria Pulido, Vice President

Marcelino López, Clerk

Dr. Charlie M. Knight, Member

Marielena Gaona-Mendoza, Member

Dr. Gloria M. Hernández-Goff

Superintendent

Inter-Department Correspondence
Business Services Office

Date: October 5, 2017

Board Meeting Date: October 12th, 2017

Vote required: Majority

To: Honorable Board of Trustees

From: Dr. Gloria Hernandez-Goff, Superintendent

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

Summary:

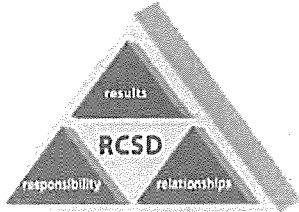
The purpose of this MOU is to articulate roles and responsibilities for the successful collaboration of the Ravenswood School District's (District) Belle Haven School in Menlo Park and the City of Menlo Park (City) Branch Library. The overarching goal of this MOU is to help support the effective operation 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



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Ravenswood City School District Business Services Office

2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 323-9454

Board Members:

Sharifa Wilson, President
Ana Maria Pulido Vice President
Marcelino López, Clerk
Charlie M. Knight, Member
Marielena 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

2/15/2018
Date

Ravenswood City School District



Dr. Gloria M. Hernandez-Goff
Superintendent

Date

APPROVED OCT 12 2017