

**MEMORANDUM OF UNDERSTANDING
BETWEEN BEEVILLE INDEPENDENT SCHOOL DISTRICT AND
JOE BARNHART BEE COUNTY LIBRARY**

This Memorandum of Understanding is entered into to be effective upon execution by the parties, between Beeville Independent School District ("BISD") and the Joe Barnhart Bee County Library (JBBCL").

RECITALS:

WHEREAS:

- (1) BISD is a public independent school district and JBBCL is a not for profit library serving the Beeville community; and
- (2) BISD's available budget allocation for library collections and services is limited; and
- (3) BISD's educational programs would be enhanced and improved by utilizing the JBBCL library facility, collections and services; and
- (4) BISD recognizes that JBBC library programs and services developed for the learning community are not intended for the exclusive benefit of BISD, but rather for the local learning community as a whole; and
- (5) BISD and JBBCL jointly seek to combine available resources to mutually enhance BISD's educational programs and JBBCL's community library services available to students served in BISD:

NOW THEREFORE by this Agreement it is mutually understood and agreed by the Parties as follows:

I. AGREEMENT:

A. In consideration for payments and other services to be provided by BISD under this Memorandum of Understanding, JBBCL agrees as follows:

1. BISD will be represented on the Joe Barnhart Bee County Library Board of Directors by two permanent appointees. BISD shall appoint representatives at its discretion to serve at the pleasure of BISD. The two appointees may immediately participate in

the governance of the library upon the approval of this agreement, and not contingent upon the disbursement of funds.

2. JBBCL will enhance the Homework Center.
3. JBBCL will extend its operating hours during the school year pursuant to a schedule developed by the JBBCL Board of Directors in consultation with BISD representatives.
4. JBBCL will actively coordinate with BISD faculty, staff and administrators for materials selection and program development.
5. JBBCL will expand its collection to provide additional materials supporting BISD curricula.
6. JBBCL will subscribe to additional databases and other appropriate web-based content in consultation with BISD school officials.
7. JBBCL will authorize extended borrowing privileges for BISD instructors.
8. JBBCL will consider the mission and needs of BISD in its strategic and operational planning.
9. JBBCL will prepare and present instruction on topics of information literacy for the students, faculty and parents of BISD.
10. JBBCL will be available to address the BISD School Board on matters related to the library's programs and services for the learning community.
11. JBBCL will record statistics on all related activities related to programs and services for the learning community.
12. JBBCL will produce concise quarterly reports describing statistics and summarizing activities for the purposes of evaluating the success of programs and services. The reports will include data indicating circulation activity, program attendance, library visits, number of BISD cardholders for students, faculty, and staff. Additionally, statistics indicating the overall use of the library will be included as an instrument to measure the success of this cooperative effort. Reports will be submitted to the Joe Barnhart Bee County Library Board of Directors and the Superintendent of the Beeville Independent School District.

13. JBBCL will produce a comprehensive annual report detailing statistics and activities related to the learning community. The content and scope, as well as the due date and time will be determined in consultation between the director of the Joe Barnhart Bee County Library and the Superintendent of Beeville Independent School District.

14. JBBCL will promote BISD and JBBCL academic programs and services.

B. In consideration for the programs and services provided by JBBCL, BISD agrees as follows:

1. BISD agrees that it will consider, to the extent permitted by law, the mission and needs of JBBCL in its strategic and operational planning.
2. BISD will allocate \$40,000 annually to this program, contingent upon sufficient available funds being available to BISD. The funds shall be paid to JBBCL in six equal monthly installments, beginning in September, 2005.
3. BISD will promote BISD and JBBCL academic programs and services.

II. TERM OF THE AGREEMENT:

A. This Agreement shall be for a period of one year, effective immediately upon execution of the Agreement by the parties hereto. The Agreement shall be automatically continued from year to year unless terminated by either party.

B. Either party to this Agreement may terminate this agreement by giving the other party 30 days advance written notice of its intent to terminate the Agreement. In the event the Agreement is terminated and notice is given, both parties are relieved from any future responsibility or obligation arising under this Agreement.

III. MISCELLANEOUS:

A. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the public schools of Texas. In the event that either Party hereto is required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

B. If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing.

C. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by their terms, and they may not be modified in any manner without the express written consent of the Parties.

D. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction or the Texas Education Agency to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

E. No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by any Party hereto without the prior written consent of the other Party.

F. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

G. By entering this Agreement, BISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, administrators, employees and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein. Nothing in this Agreement shall give rise to an employment relationship between BISD and any agent or employee of JBBCL.

H. The Parties to this Agreement expressly acknowledge and agree that all monies paid by BISD pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of the school district. If such funds are not available, all BISD obligations shall cease hereunder.

IN WITNESS THEREOF, the undersigned Parties acting under the authority of their

respective governing boards have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

APPROVED:

Beeville Independent School District
Board of Trustees

Date: _____

APPROVED:

Joe Barnhart Bee County Library
Board of Trustees

Date: _____