Same Book, New Tricks: How an Academic-Public Library Partnership Revitalized a Rural Library

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INTRODUCTION

In 2020, many small communities in California’s Central Valley lost access to their public libraries due to the COVID-19 pandemic. Yet, the public library in rural Shafter is thriving today as a result of a unique partnership between the local community college and Shafter: the college provides ongoing library staffing for the city’s library, while the city provides facilities, collections, and oversight for the library. This partnership, though not without its challenges, has provided both Shafter Library and Bakersfield College Library with a singular opportunity to engage multiple communities and expand library access beyond traditional conceptions of an academic or a public library. In collaborating, the two public entities give a rural community back its public library with greater access than before and with expanded services. This case study describes how this collaboration was achieved, the current operations of Shafter Library, how this collaboration has impacted the city and the college, and provides advice for those considering similar partnerships.

ABSTRACT

In 2020, many small communities in California’s Central Valley lost their public libraries during the COVID-19 pandemic. Yet, the public library in rural Shafter is thriving today as a result of a unique partnership between the local community college and Shafter: the college provides ongoing library staffing for the city’s library, while the city provides facilities, collections, and oversight for the library. This partnership, though not without its challenges, has provided both Shafter Library and Bakersfield College Library with a singular opportunity to engage multiple communities and expand library access beyond traditional conceptions of an academic or a public library. In collaborating, the two public entities give a rural community back its public library with greater access than before and with expanded services. This case study describes how this collaboration was achieved, the current operations of Shafter Library, how this collaboration has impacted the city and the college, and provides advice for those considering similar partnerships.

INTRODUCTION

In 2020, many small communities in California’s Central Valley lost access to their public libraries due to the COVID-19 pandemic. While most have reopened, they continue to face threats to budget, hours, and staffing. Yet, the public library in the rural city of Shafter is thriving today, with more hours than any other in Kern County. This seeming miracle is due to an agreement that the City of Shafter entered with the Kern Community College District (KCCD) in 2021 to create a new public library that would open as the library part of the city’s Library and Learning Center. The agreement states that the city will provide the building and library materials in addition to staffing and oversight for the Learning Center and institution as a whole, while KCCD’s Bakersfield College “operate[s] and manage[s] the library premises” by providing the staff and management of the library (see Appendix). The resulting public library is staffed by Bakersfield College Library employees who report to the Bakersfield College Library dean, while the materials, collection, and building are owned and managed by the City of Shafter via the Education Partnership Director for Shafter.

When the Bakersfield College librarians searched for similar library partnerships to model from, where one institution provided staffing of the library while the other managed and funded the space and materials, they came up short. While partnerships between public libraries and K-12 schools do not infrequently occur, public library partnerships with academic libraries are less common (Association for Library Service to Children 2023; Gunnels, Green, and Butler 2012; Hoover 2012). Moreover, many partnerships between public libraries and school or academic libraries focus on a shared, joint-use library where each institution contributes staff, materials, and management toward the joint-use space rather than one institution providing staffing and the other providing materials.
and management (Hoover 2012; Rolloff 2013). A few library partnerships utilize dual management so that one director reports to the college and one director reports to the public library, but these clear management structures do not reflect the Bakersfield College-Shafter agreement (Gunnels et al. 2012). As detailed later in this paper, the management of Shafter Library has created ongoing confusion and a lack of structural clarity for both partner institutions and for all involved staff. In lieu of a Library Director, the City of Shafter provides leadership via the Education Partnership Director, whose scope and areas of expertise lie outside of library experience and education. Lacking such perspective, the Director seeks input and defers decision-making to the Bakersfield College Library staff who work at Shafter Library, yet these employees have no titled authority and no on-site authority to refer to. The Bakersfield College Library Dean, who, much like the City’s Director has little library knowledge or experience, tends to defer to the Bakersfield College Library Chair and receives day-to-day operational issue updates from the Bakersfield College Library faculty liaison to Shafter. Those partnerships that do not focus on a shared space with mutual exchange of materials and resources are collaborative in very different ways than the Bakersfield College-Shafter partnership. A partnership between St. Joseph County Public Libraries and the University of Notre Dame’s Hesburgh Libraries created the ability for university community members to request and return public library books to the university library, while the University of Arkansas at Little Rock shifted one of their physical collections into the Central Arkansas Library System to allow for shared use of the collection (Dixon 2018; Liebst 2013). In contrast, Bakersfield College Library and Shafter Library maintain separate collections with separate usage agreements for patrons. Finally, a partnership between Maryland’s Howard County Library System, Howard County Public School System, and Howard Community College focuses on collaborative outreach and instructional efforts between the three institutions to create better information literacy outcomes in the county. Collaborative outreach for better information literacy is a hopeful by-product of the Bakersfield College-Shafter agreement rather than its main impetus (Howard County Library System n.d.).

After sifting through the available documentation of library partnerships and finding a lack of documented partnerships where responsibility for space, materials, library management, and staff were split between two different institutions, the Bakersfield College librarians realized that the partner institutions needed to forge their own way toward creating an effective and healthy public library via the Bakersfield College-Shafter partnership. Written by the current Bakersfield College Library Faculty Chair and the Bakersfield College library faculty liaison to Shafter, this case study describes how this collaboration was achieved, the current operations of Shafter Library, how this collaboration has impacted the city and the college, and provides advice for those considering similarly nontraditional partnerships.

Kern County and the Kern Community College District

To better understand the creation of Shafter Library, via partnership between the city of Shafter and Kern Community College District, some context about the county, the community college district, the community college, and the city is useful. The Kern Community College District (KCCD) serves communities spread out over 24,800 square miles in parts of 5 different counties: Kern, Tulare, Inyo, Mono, and San Bernardino (Kern Community College District 2023). Kern County, KCCD’s service area, is geographically the third largest county in the state—covering about 8,135 square miles—and the estimated population of the county as of July 1, 2023, was 913,820 (U.S. Census Bureau Kern, n.d.). The demographic breakdown of Kern County residents is 56.8% Hispanic or Latino, 30.4% white, 6.3% Black, 5.8% Asian, and 2.8% American Indian or Alaska Native (U.S. Census Bureau Kern, n.d.). KCCD consists of 3 colleges: Bakersfield College (serving the City of Bakersfield and its surrounding area), Cerro Coso Community College (located in Ridgecrest, CA, and serving California’s eastern Sierra Nevada and eastern Kern County regions), and Porterville College (serving the City of Porterville and its surrounding area), and its 2022-2023 enrollments were 213,278 (KCCD Institutional Research, n.d.).

Bakersfield College

Bakersfield is the largest city in Kern County (population 413,381), and Bakersfield College (BC) is the largest community college in KCCD with a 2022-2023 total
enrollment of 166,832 or 78.24% of KCCD’s total enrollment (U.S. Census Bureau Bakersfield, n.d.; KCCD Institutional Research, n.d.). BC’s racial and ethnic demographics are somewhat similar to that of Kern County’s: 66.6% of BC students identify as Hispanic or Latino (granting BC the designation of a Hispanic Serving Institution), 19.8% are white, 4.1% are Black, 2.4% are Asian, 2.1% are Filipino, and less than 1% are American Indian/Alaska Native (Bakersfield College “Renegade Scorecard” n.d.).

BC was founded in 1913 and is one of the nation’s oldest continually operating community colleges (Bakersfield College ”About Bakersfield College,” n.d.). The college serves students on its 153-acre main campus in northeast Bakersfield, in addition to its Delano Campus 35 miles north of Bakersfield, the Weill Institute in downtown Bakersfield, and BC Southwest in southwest Bakersfield (Bakersfield College ”About Bakersfield College,” n.d.). Additionally, Bakersfield College offers courses at sites in several rural farming communities surrounding Bakersfield, including Delano, McFarland, Arvin, Wasco, and the Shafter Learning Center.

The BC Library serves the research needs of the BC community via the Grace Van Dyke Bird Library on the Panorama (main) campus, as well as libraries on the BC Southwest, BC Delano, and BC Arvin campus centers. There are five full-time, tenured/tenure-track faculty librarians (four reference/instruction librarians and one technical services librarian) in addition to several adjunct librarians. Librarians’ duties include reference, instruction, outreach, collection development, and service to the college. The BC Library also employs three full-time and two part-time classified staff at the Grace Van Dyke Bird Library. Classified staff at Bakersfield College Library are responsible for circulation, textbook reserves, and book ordering and processing.

**The City of Shafter**

Shafter, a small rural city of a little over 21,000 residents, lies about 20 miles northwest of Bakersfield (U.S. Census Bureau Shafter, n.d.). Shafter’s demographics differ slightly from the overall demographics of the county. It has a significantly larger Hispanic community, with 84.7% of its residents identifying as Hispanic or Latino, 12.9% as white, 1.7% as Black, and less than 1% as Asian, American Indian/Native Alaskan, or Pacific Islander. Since 2010, the City of Shafter has funded the Shafter Education Partnership, the goal of which is to cooperate with local K-12 schools and invest in formal learning communities, as well as foster informal educational opportunities and connections (City of Shafter n.d.). In 2014, Shafter built a Learning Center as an extension of this department, moving into the existing city public library to offer community-focused classes, tutoring, and access to computers for residents (Bakersfield College 2022; Shafter Library & Learning Center n.d.). In 2017, Bakersfield College established a presence at the Learning Center through its Rural Initiatives program and began offering college classes, registration events, and counseling at this site.

Before the closure of Shafer’s public library in March 2020 due to COVID-19, this library belonged to the county library system, which is the sole public library system in the county. However, once libraries and other public services began reopening to the public in 2021, the county library system had no plans to reopen Shafter’s library branch. Moreover, even as the county library reopened its branches, the majority of their libraries were only open 2-3 days per week for 6-7 hours per day. In June 2023, while the county library system had reopened 22 library branches, only seven of these were open for more than three days per week (Kern County Library n.d.). This remained the case until 2024, when the City of Bakersfield partnered with the county to fund additional days open, bringing the total to 14 branches slated to be opened five days a week throughout the county (Garcia 2024; Bakersfield Californian 2024).

**Creation of the Agreement**

In 2020, after the Shafter Library closure, a nonprofit group gathered over 1400 signatures on an online petition requesting that the County Board of Supervisors reopen the library (Bergen 2022). They collected such a large amount of signatures in a small rural city, a significant indication of the love Shafter residents hold for their public library and the impact of the closure of the library on the community. In response, Shafter city leaders began working with the community college district leaders to determine what collaborative possibilities might exist to resurrect Shafter Library. In 2021, the Shafter City Council voted to operate the library independently in partnership with Bakersfield College (Bakersfield College 2022). This vote severed Shafter’s connection to Kern County Library so that the
new Shafter Library could operate independently of that system. Shafter and Bakersfield College (KCCD) signed the official agreement on September 9, 2021 (Appendix). The agreement states that the City of Shafter will provide the library space and fund library materials, including the collection and appropriate furniture; Bakersfield College will “operate and manage the library premises,” including “the lending of books and other materials, the cataloging of the library’s collection, and the provision of personnel, resources, tools, programs and services consistent with the operation of a public library” (Appendix).

Bakersfield College administrators first informed the Bakersfield College faculty librarians about the development of the agreement during the Spring 2021 semester. At that time, administrators had determined the following: The library would hire two part-time (19 hours per week) classified staff positions for Shafter Library and would provide regular on-site academic library assistance by college librarians, with the hope that this service would drive further enrollment in college courses offered at the city’s Learning Center. For the work of reopening Shafter Library, the college would also offer to assign half of the time of a current Bakersfield College program manager. However, as detailed in the Operation section, this plan quickly proved ineffective, and the Bakersfield College program manager and library chair were able to successfully advocate for the hiring of one full-time Bakersfield College Library Technician and one part-time Bakersfield College Library Assistant to staff the Shafter Library on a day-to-day basis. After much work and planning, the Shafter Library reopened to the public as part of Shafter’s Library and Learning Center on January 19, 2022 (Bakersfield College 2022).

**OPERATION**

**Role Definitions and Organizational Chart**

To better understand the roles of the Bakersfield College (BC) administrators, faculty, and staff and Shafter City staff who coordinated and completed the opening of the Shafter Library, the following definitions and organizational chart may be useful.

- **Library Dean:** The administrator and supervisor over the faculty and staff in the BC Library (see Figure 1). The Dean has the authority to hire, discipline, and evaluate library faculty and classified staff.
- **Program Manager:** A management-level position between deans or directors and classified staff employed by the Kern Community College District Office or by BC. Program managers may supervise classified staff but may not supervise faculty. The program manager at Shafter Library was supervised by the Director of Marketing for BC and was assigned to work part of their hours to reopen the Shafter Library in the first six months of this project.
- **Library Chair:** An elected role for a tenured library faculty with a 2-year term. Faculty at BC may not supervise other faculty and the chair role is not a supervisory one. The faculty chair’s responsibilities include serving as the primary spokesperson for their department between faculty and administration, creating the schedule for that department, participating in the hiring process for full and part-time faculty and classified staff in their department, and participating in the evaluation of all full-time and part-time faculty in their department (Kern Community College District n.d.).
- **Library Faculty Liaison with Shafter:** A tenure-track faculty librarian at BC who has agreed to take on the role of the Shafter Liaison with BC Library. As faculty, the liaison may not take on any formal managerial or supervisory roles. However, the liaison is responsible for library decisions outside of staffing, such as outlining work processes, managing and developing the library’s collections, budget, grants, and streamlining processes and roles between Shafter and BC staff. The liaison spends four hours per week physically at the Shafter Library and completes the rest of their liaison work remotely from Bakersfield College. This position can rotate to another librarian.
- **Library Technician:** A BC Library full-time classified staff assigned to work at the Shafter Library. This position includes staffing the Shafter Library desk and managing circulation for the library, including book requests and shipping of those books back to the partner library system.
- **Library Assistant:** A BC Library part-time (19 hours per week) classified staff assigned to work at Shafter Library who primarily staffs the library circulation desk.
City of Shafter roles

- Education Partnership Director: A full-time position paid for by the city of Shafter who oversees all education partnerships the city participates in, including the Shafter Library and Learning Center, with cooperation from Richland School District and Shafter High School. The Director reports to the Shafter City Manager.
- Learning Center Manager: A full-time position paid for by the city of Shafter who supervises city staff onsite, coordinates events and marketing efforts, and schedules staff, classes, and programming.

Preparation Phase

As stated previously, Kern Community College District agreed to assign half the time of a BC program manager to coordinate the reopening of Shafter Library in October 2021. The program manager was expected to split their time between the college’s Marketing and Communications department (who hired them) and the Dean of the BC Library. Once on-site at the library to begin work, the program manager successfully advocated for more of their scheduled hours to be served at the library due to the immense amount of work needed to open Shafter Library by the expected date of January 2022. This allowed the program manager to focus their efforts on the 3-month timeline from the start of their involvement in the project in October 2021 until the library’s opening in January 2022.

Prior to this assignment, the program manager primarily supervised BC’s Health, Equity, and Learning Collaborative and coordinated BC’s Get Out the Vote campaign. The program manager began the position in July 2021 and was hired in part for their public library experience of three years with the Kern County Library system, supervising the Northeast Library branch and the Beale Memorial Library’s children’s library. After redirecting to the library project as assigned, the program manager learned their special knowledge and expertise in public libraries was unique among the managing team and would be heavily utilized in the lead-up to re-opening.

The initial planning team for city library operations included the program manager, the BC Library Chair, the
Figure 2: The Shafter Library prior to the pandemic closure.

Figure 3: Shafter Library during preparation to reopen.

Figure 4: Shafter Library and Learning Center during preparation to reopen.
BC Library Dean, Shafter’s Learning Center Manager, and the Education Partnership Director for Shafter. The program manager’s work at this time included developing collection development and privacy statements, creating Shafter Library and Learning Center’s new mission statement and logo, and working with Learning Center management and a commercial third-party library operator contracted by the city to create collection profiles, library policies and procedures, and staff training procedures. In addition, the program manager oversaw the transition of the previous public library collection to a new library management system (LMS) and the cataloging of new material purchased during the COVID-19 shutdown. Prior to the COVID-19 closure, the Shafter Library used the shared LMS for the San Joaquin Valley Library System (paid for via the Kern County Library system), but once the Shafter Library became independent from Kern County Library, they no longer had access to this LMS. The city of Shafter funded the addition of the new LMS, as the Bakersfield College Library uses an LMS funded by and unique to the California community college library system, and this system cannot be used by a public library. Almost the entirety of the above work completed by the program manager requires knowledge and skills specific to public libraries and does not fall under the purview of BC library faculty. As a result, if the program manager had not been assigned to this project, the policies, mission, staff training, transition to the new LMS and subsequent cataloging of new material would not have been successfully completed by the January 2022 deadline, and the work may have needed to be contracted out to someone with the appropriate expertise.

While the county board of supervisors had officially gifted Shafter Library’s collection to Shafter in the transition of operations, county library staff had removed many new and popular titles within the collection prior to gifting (mainly manga and graphic novels) and had set all library titles currently circulating to reroute to county library headquarters. What remained in the collection was largely older, outdated, or damaged titles. With limited time until the library’s reopening, the program manager focused on heavy weeding and cleaning of the most used area, the children’s collections. By opening, the program manager had weeded over 1,500 titles, purchased several hundred new titles, and then sorted, processed, cataloged, and individually scanned these for records in the new LMS. The city of Shafter funded and continues to fund the purchase of all new titles for Shafter Library, as, according to the agreement, the two libraries do not share material and Shafter maintains ownership of the Shafter Library collection (Appendix). In November 2021, the BC library chair and dean hired a part time library assistant for Shafter Library and this assistant helped with the materials processing mentioned above. To ensure Shafter Library reopened on schedule, several additional BC Library classified staff worked overtime hours during KCCD’s Winter Break (mid-December to mid-January).

In preparation to open, the program manager and library staff also transformed the interior of Shafter Library. Thanks to funding provided by an outside company, a modular classroom and a children’s reading room modular attachment were added to the building. Additionally, in accordance with the agreement, the city purchased shelving, furniture, and other library materials as recommended by the program manager and installed these materials according to the program manager’s direction (Appendix). The program manager guided these decisions and communicated them to the Education Partnership Director at the Shafter Learning Center for his approval. This work culminated in the library’s grand reopening and ribbon cutting ceremony on January 18, 2022.

Stabilizing Phase
Operations during the first year of the library’s reopening focused on streamlining library services, completing large collection projects begun before opening, and normalizing daily operation of the library between the city and college staff. In January 2022, the program manager assigned to Shafter Library was hired by the BC Library as a full-time, tenure-track faculty librarian with an assignment as the college’s Shafter Library liaison. In February 2022, the BC Library hired a full-time library technician for Shafter Library. Together the three BC Library staff (library technician, library assistant, and library faculty liaison) combed through the library’s collections to ensure all titles had transferred to the new LMS, weeded the adult and young adult collections, and genrefied adult, young adult, and children’s chapter fiction to make these more accessible to community members. After Shafter Library received a state grant allowing them to purchase titles from
Amazon and created a relationship with a nearby library network to allow a more affordable version of inter-library loan, the Shafter Library collection expanded past the limitations of its small physical building so that community members could once again access titles in the library itself and beyond.

The BC faculty and staff tasked with day to day library operations at Shafter Library navigated the challenge of running a public library with little to no direction from BC administration and in a work environment managed by an entirely different administration. The BC library faculty liaison with Shafter Library provided assistance and guidance largely in absentia, as their new full-time role as BC Library faculty limited their liaisonship with Shafter Library to 4 hours per week of work at the branch itself. This librarian’s relationship with Shafter’s Education Partnership Director proved invaluable in making this work as smoothly as possible. The Director and the library faculty liaison involved each other in decision making and asked each other for input. Meanwhile, BC classified staff at Shafter Library connected with the liaison regarding any concerns or problem solving needs they had. The Learning Center staff hired by the city, though trained on basic library operations such as checkout and shelving, primarily ran the Learning Center side, provided tutoring for students, and helped teachers (also hired by the city) with classes and event prep.

**Current Ongoing Operations**

At the time of writing, about two years after the library’s reopening, the staff have settled more comfortably into the rhythm of daily work. Though the Shafter Library and Learning Center’s partnership with Bakersfield College fuses an academic institution with a public one, that fusion is rarely perceived by front-facing library patrons. As mentioned earlier, the Shafter Library has its own catalog and learning management system separate from BC’s (and entirely different in purpose, providing primarily to children and parents looking for non-academic materials). Aside from collection development-related tasks performed by BC staff, such as creating library displays, weeding, purchasing, cataloging books, and tracking reading challenges, most of the daily library operation is performed by Shafter staff. Communication between Shafter and BC staff takes place informally onsite and via emails, texts, and calls between the library liaison, library technician, Learning Center manager, and Education Partnership Director. Annually, these individuals also meet with the BC Library Chair and the dean to review processes and issues.

**RESULTS**

Now that the agreement between KCCD and the City of Shafter has entered its third year, it’s possible to ascertain some impacts of this partnership for both entities. The authors believe that these respective impacts may be useful considerations for those interested in similar partnerships.

**Impact on Bakersfield College**

The BC librarians had many concerns about the ways this agreement would impact library faculty and staff, largely stemming from their perception that college administrators did not fully understand the large difference in mission and services between a public library and an academic library as well as the differences between public librarians and academic librarians. Aside from the fact that none of the current BC librarians were interested in working at a public library, the librarians questioned whether traditional public library services would be offered at Shafter Library or if BC expected the librarians to simply create a small academic library at that site. Though these concerns were voiced to BC administration, they went unanswered during the lead-up to reopening the Shafter Library, and the librarians answered these on their own without administrative support or direction.

One particular difficulty involved staffing Shafter Library. KCCD agreed to supply classified staffing for Shafter Library via the BC Library and expanded the Library budget to include two new staff positions. However, the BC Library could only hire classified staff for Shafter Library using current district position descriptions and current classified staff union contracts, all of which were created for an academic institution and an academic calendar. This caused the BC Library some difficulty in advertising for the positions, as interested applicants would perceive them as regular BC Library positions in a completely different city. Additionally, the BC Library closes during semester breaks, and part-time BC Library positions are 10-month rather than 12-month positions.
Figure 5: An exterior photograph of the Shafter Library and Learning Center.

Figure 6: An interior photograph of the main library area inside the Shafter Library and Learning Center.

Figure 7: An interior photograph of the entrance to the library from the Learning Center side.
Thus, the part-time Library Assistant at Shafter Library is a 10-month position, and Shafter Library struggles to make these hours workable for a public library open 12 months per year. The BC Library chair has been advocating for the Library Assistant to be approved as a 12-month position but ideally for the creation of a second Library Technician position at the Shafter Library, as the BC Library believes that Shafter Library would function much better under the supervision of two full-time staff. However, at the time of writing, the second position had not yet been changed into either a 12-month or a full-time position, and staffing coverage remains a concern.

Additionally, while BC agreed to supply the budget for the two classified library staff for Shafter, this increased budget does not reflect the time and effort spent by the BC Library Dean, BC Library Chair, and BC Library faculty liaison to handle the high-level operations of the Shafter Library and to mitigate and navigate challenges as they occur. Since these positions were not designed to include Shafter Library duties, the dean and two faculty are not directly compensated for their work to ensure that the Shafter Library remains operational.

**Management structure**

A second pressing concern for the BC librarians was the management of Shafter Library. At the time the agreement was signed, BC administrators believed that a BC program manager working 20 hours per week to reopen Shafter Library within three months was sufficient to reopen Shafter Library. Beyond those three months, they did not make plans for a BC staff role dedicated to making managerial decisions once the library reopened. While the BC Library hired two classified staff for Shafter Library, classified staff contracts specify the type of work they are qualified to conduct, and managerial tasks typical of a degreed librarian would fall under a faculty librarian’s purview. If the BC Library did not have a librarian on staff with interest in or experience with public libraries to liaise with Shafter, Shafter Library would not be as well managed or successful as it currently is. Nothing in the agreement for this partnership stipulates any such experienced staff, which makes a dip in quality of services likely should any current BC library staff assigned to Shafter leave. For libraries interested in creating similar partnerships, the BC librarians recommend working public library experience into contract language and creating a clear plan for managerial decisions for the public side of the collaboration.

In its ideal iteration, the Shafter Library and Learning Center staff function in tandem, with the Learning Center staff running Learning Center classes, tutoring, and the Learning Center desk, while BC staff run library programs, manage and develop the library’s collections, and staff the Library circulation desk. However, this scenario rarely actualizes in practice. Without central BC management onsite, any change in BC staffing (due to staff being out sick, taking vacation, or personal emergencies) often goes without notice by BC until the Learning Center manager sees an unstaffed library desk. Additionally, the job classifications of library technician and library assistant, as outlined by BC, do not provide for public library related tasks. This leads to the public’s expectation of public library activities such as story times, LEGO® clubs, and more clashing against BC staff’s contracts, which indicate that running library programming would entail staff working out of class. As a result, BC staff at Shafter often feel frustrated and unable to perform their job effectively.

**Impact on the City of Shafter**

Shafter residents have responded enthusiastically to the reopening of their public library along with its increased hours and new collection, which can be illustrated by comparing pre-COVID-19 data from Shafter’s library with current statistics. Prior to the COVID-19 pandemic, Shafter Library was open Monday through Thursday for a total of 32 hours per week. Despite limited hours, the library saw a high amount of program attendance and monthly circulation of materials. In fiscal year 2017-18, Shafter Library averaged 375 program participants monthly and 1,392 checkouts per month (Picman 2019). In contrast, the city’s Library and Learning Center is currently open a total of 55 hours per week, averaging 1,085 program participants monthly and 1,533 material checkouts per month according to 2022-23 fiscal year numbers (California State Library 2023).

From fiscal year 2017-18 under the county library to fiscal year 2022-23 under the city and college district’s partnership, Shafter Library increased its opening hours by nearly 72%, its monthly circulation average by 10%, and its program participants by 189%. Though the hours increased significantly across the board, the biggest change in hours was
the addition of another day (Friday). Currently, the library is open from 8:00 A.M. to 7:00 P.M., Monday through Friday, whereas prior to the library closure, the library was open from 11:00 A.M. to 7:00 P.M., Monday through Thursday (California State Library 2023; Picman 2019). While the increase of 10% circulation may seem small in comparison to the addition of hours open, the library sees little traffic in the early morning hours and is heavily frequented by children in the after-school hours (3:00-7:00 P.M.). The morning hours provide valuable self-guided learning space for toddlers and families before and after their Learning Center courses and will likely continue to grow due to the ongoing development of a weekly story time program. Program statistics have drastically increased in large part due to combining the Learning Center free class attendance numbers with additional library programming. As mentioned in the Operations section, prior to the partnership, the county operated the library (as part of the county library system), and the city operated the Learning Center. Although they occupied the same building and were similarly aligned in goals and services, neither included each other’s program numbers in its statistics. The city/college partnership fosters cohesion between the Library and Learning Center, making advocacy for the organization more clear cut and easy to understand for community members and city officials.

**Managerial Challenges**

While the convoluted management of the Shafter Library and Learning Center has proven successful in daily operations and ongoing minor hurdles such as new projects for the library, circulation goals, and new library initiatives like the Summer Reading Program, this can be attributed more to the strength of the individual staff members (namely the library faculty liaison with Shafter, library technician, Learning Center Manager, and Education Partnership Director) and their collaborative leadership than to the structure of the partnership itself. A nationally politicized climate uncovered the holes in this approach in June 2023.

In a report released by the American Library Association (2023) in May 2023, requests to remove library materials have increased at an alarming rate over the past couple of years. The number of challenges in 2022 nearly doubled that of those in 2021 and reached a record high since challenge tracking began over 20 years ago. Overwhelmingly, the titles targeted are written by or about people of color and/or LGBTQ+ people (Meehan and Friedman 2023). An increasing number of challenges are backed by political pressure and headed by Christian nationalist groups such as Moms for Liberty, a group connected to 58% of national advocacy-led book bans (Meehan and Friedman 2023). These challenges can be harder to track due to the removal of entire classroom libraries as well as local leadership preemptively reacting by removing titles that may be considered offensive or not putting them on shelves in the first place, the latter occurring at Shafter Library in June 2023 (Meehan and Friedman 2023).

In preparation for an upcoming Pride display, the Bakersfield College Library Technician emailed all Shafter Library & Learning Center staff to inform them of the display and of proper protocol for any complaints that might arise. Within 90 minutes, Shafter’s Education Partnership Director instructed a pause on the display in order to discuss the legality of such a display with the city council. Given the nature of the agreement, the BC staff at Shafter Library had little recourse but to comply with the request (Appendix).

In conversations between the Shafter library liaison and the city’s Director, the liaison illustrated the benefit of a display highlighting materials to underserved areas of the community and pointed out concerns regarding the pressure this decision had put on the BC Library staff to anticipate and cater to possible negative reaction from library patrons mobilized by national political movements against libraries. To their credit and the credit of the good will already garnered through this partnership, the Director did listen and involve the liaison in what ultimately became a staff procedure developed by them regarding library displays: staff would consider all perspectives in creating displays, but not avoid controversy by avoiding displays altogether. Although this mitigated an in-the-moment issue, the result was no Pride display for June 2023, no plans for displays for future Pride months, and a demoralized city library staff in regard to decisions around future displays of library materials.

**RECREATING THE PARTNERSHIP**

For those interested in recreating a similar partnership between public and academic institutions, the authors recommend establishing a robust and well-delineated plan for staffing and managing the resulting library. Much of the confusion over staffing and leadership of Shafter Library
resulted from a lack of understanding of a public library’s mission, schedule, and the day-to-day management inherent in running a successful public library. If both Bakersfield College and Shafter City leadership had sought more opinions about the management and running of a public library before starting this process, and if a clear day-by-day manager of Shafter Library was established up-front (along with a definitive chain of command from college administration and city administration to the manager and their staff), many of the hurdles encountered so far with Shafter Library could have resolved much more quickly.

One way to circumvent this issue for future partnerships might include splitting staffing and management more equally between the partner institutions, rather than one institution providing staffing and the other providing management. The BC librarians firmly believe that this partnership would be much more effective with a clearer chain of management for Shafter Library in place. Since the two BC Library classified staff do the vast majority of the work to run Shafter Library, the addition of a Central Library Director possessing knowledge and expertise in public library operation would provide dedicated structure and guidance for existing staff and further the vision of this partnership for both BC and Shafter. The BC Library Chair, Dean, and faculty liaison have continuously advocated for a program manager position to fill this role but have yet to succeed in its approval.

Small and rural communities face unique challenges when it comes to funding public services, and such problems call for innovative problem-solving. While the partnership detailed here is not without its issues, the decision to enter into this agreement allowed the community of Shafter continued and better access to their public library, the fate of which was otherwise uncertain. Not only has the reopening of the Shafter Library given the public back its beloved library and deepened the relationship between Shafter and Bakersfield College, but it has also paved the opportunity for personal betterment through formal and informal learning, a goal shared by both academic institutions and public libraries alike. Other rural leaders looking to revitalize their public services may find that forging similar partnerships with their local higher education systems, utilizing the author’s above recommendations, will create new opportunities for their local libraries to serve their communities.

REFERENCES
APPENDIX

AGREEMENT FOR THE PROVISION OF LIBRARY & EDUCATIONAL SUPPORT SERVICES AT THE SHAFTER LIBRARY BETWEEN THE CITY OF SHAFTER AND KERN COMMUNITY COLLEGE DISTRICT (ON BEHALF OF BAKERSFIELD COLLEGE)

This AGREEMENT FOR THE PROVISION OF LIBRARY & EDUCATIONAL SUPPORT SERVICES (“AGREEMENT”) AT THE SHAFTER LIBRARY is made and entered into this 9TH day of SEPTEMBER 9, 2021, by and between CITY OF SHAFTER, a California municipal corporation, (hereinafter referred to as “SHAFTER”) and the KERN COMMUNITY COLLEGE DISTRICT, a California Community College District, on behalf of BAKERSFIELD COLLEGE (collectively referred to herein as the “PARTIES”).

A. SHAFTER is the owner of building and property located at 236 James Street (Assessor Parcel Nos. 027-060-002 & 027-060-008) in the City of Shafter, a 1,650 square foot portion of which (“LIBRARY PREMISES”) was previously used and
operated as a public LIBRARY as part of the County of Kern Public Library System (“COUNTY) serving the residents of COUNTY and the City of Shafter. The LIBRARY PREMISES are shown on the attached Exhibit “A” to this AGREEMENT.

B. On or around February 15, 2017, COUNTY and CITY entered into that certain Agreement for Lease of a Portion of 236 James Street (“LEASE AGREEMENT”) for the purpose of allowing COUNTY to use the LIBRARY PREMISES to operate a COUNTY LIBRARY for the benefit of Kern County residents and residents of the CITY.

C. Section 6 of the LEASE AGREEMENT provides that “[i]f County reduces the library operating hours below 24 hours per week, the City shall have the right to terminate [this] Agreement with 90 days written notice.”

D. Since COUNTY has reduced LIBRARY operating hours to below 24 hours per week to the detriment of the residents of CITY. As a result, CITY provided written notice to COUNTY of their intent to terminate the LEASE AGREEMENT.

E. CITY also provided notice to COUNTY pursuant to California Education Code, Section 19104 of their intent to withdraw from the COUNTY free library system and assume the responsibility for delivery of library and library-related services to the residents of the City of Shafter, after such notice was published in accordance with the requirement of California Education Code, Section 19106.

F. As a result, CITY wishes to partner with KCCD-BAKERSFIELD for the provision of future library and other educational services to the residents of CITY.

G. The purpose of this AGREEMENT is to set forth the rights and obligations of the PARTIES with respect to the administration, management and operation of a LIBRARY on the LIBRARY PREMISES and the provision of other educational services, including but not limited to lending books and other materials, cataloging the LIBRARY’s collection, and other related activities consistent with the operation of a public LIBRARY by KCCD-BAKERSFIELD.

H. It is understood and agreed that such cooperative relationship yields benefits to both PARTIES, including the provision of more robust LIBRARY services to the residents of CITY and greater exposure, marketing and reputational prestige for KCCD-BAKERSFIELD.

NOW, THEREFORE, in consideration of the foregoing and the promises herein contained, the PARTIES hereby agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth herein, KCCD-BAKERSFIELD agrees to operate and manage the LIBRARY PREMISES in CITY. Operation and management of the LIBRARY PREMISES shall include, but shall not be limited to, the lending of books and other materials, the cataloging of the LIBRARY’s collection, and the provision of personnel, resources, tools, programs and services consistent with the operation of a public library. KCCD-BAKERSFIELD agrees to operate the LIBRARY PREMISES by providing free LIBRARY services to the patrons of the LIBRARY. A detailed Statement of Work is attached as Exhibit “B” to this AGREEMENT and incorporated herein by reference.

KCCD-BAKERSFIELD’S performance under this AGREEMENT is contingent upon the continued effectiveness of this AGREEMENT and [ADD OTHER CONDITIONS - SEE EXHIBIT “B” SAMPLE]

2. FUNDING AND PAYMENT

KCCD-BAKERSFIELD’S LIBRARY management services shall be provided in the LIBRARY PREMISES only. This AGREEMENT does not apply to other CITY facilities that may be used by the PARTIES. KCCD-BAKERSFIELD shall occupy and have exclusive use of the LIBRARY PREMISES for the administration, management, and operation of said LIBRARY as provided herein for the term of this AGREEMENT and any extensions thereof.

3. TERM

The term of this AGREEMENT shall commence upon the execution of this AGREEMENT by the PARTIES and end on June 30, 2031. THE PARTIES may mutually elect to extend this Agreement for successive terms subject to the approval of the KCCD-BAKERSFIELD and CITY’s City Council. CITY shall notify KCCD-BAKERSFIELD of such election in writing no less than 180 calendar days prior to the termination date of this AGREEMENT. Within sixty (60) days after receipt of such notice
from CITY, KCCD-BAKERSFIELD shall provide written notice of acceptance or rejection of such extension.

If this AGREEMENT is not extended or renewed, or if KCCD-BAKERSFIELD fails to respond to CITY’s request for extension as provided in the preceding paragraph, and CITY has no other arrangement for administration and operation of the LIBRARY PREMISES, all terms and conditions of this AGREEMENT shall remain in full force and effect not to exceed six (6) months.

4. ANNUAL REVIEW OF AGREEMENT

This AGREEMENT will be reviewed annually by the parties to determine any necessary changes to the AGREEMENT. Any changes to the AGREEMENT shall require the written consent of CITY and KCCD-BAKERSFIELD.

5. LIBRARY PREMISES MATERIALS COLLECTION, FURNISHINGS, AND EQUIPMENT

A. LIBRARY PREMISES Materials.

All digital media and physical books, periodicals, audio/video materials, and other LIBRARY PREMISES resources and tools (collectively known as “Materials”) contained in the LIBRARY PREMISES on the beginning date of this Agreement, are the property of CITY. In addition, all Materials contained in the LIBRARY PREMISES at the termination or expiration of this AGREEMENT are and shall remain the property of CITY. As part of its operational responsibilities as set forth herein, KCCD-BAKERSFIELD shall have the discretion and responsibility for selecting and purchasing all Materials for the LIBRARY PREMISES’ collection on behalf of CITY, utilizing the funding described herein and donations specifically designated for collection materials. KCCD-BAKERSFIELD shall also have the discretion to de-select and re-assign materials to best meet the needs of the community.

Some donated Materials and Materials previously purchased, but which are no longer in circulation, may be sold or disposed of by KCCD-BAKERSFIELD as appropriate. All funds received for the sale or disposal of any such materials shall be deposited into the account for operation of the LIBRARY PREMISES and shall be used solely for LIBRARY PREMISES purposes.

B. Furnishing and Equipment.

All furnishings and equipment contained in and designated for use solely in the LIBRARY PREMISES, including but not limited to bookshelves, desks, tables, chairs, study carrels, RFID equipment and software, telecommunication and computer equipment and systems, office machines, and appliances, are and shall continue to be the property of CITY. Any future additions to the LIBRARY PREMISES’ furnishings and equipment purchased with funds provided for or by CITY, including reserve funds, shall be the property of CITY. In the event that any furnishings, equipment or supplies are purchased for use in the LIBRARY PREMISES by another entity, such furnishings, equipment or supplies shall be deemed the property of CITY. This provision shall apply to all security system equipment and upgrades purchased by KCCD-BAKERSFIELD for the LIBRARY PREMISES, purchased for the purpose of facilitating the use of the LIBRARY PREMISES.

6. MAINTENANCE OF RECORDS

KCCD-BAKERSFIELD shall keep reasonably itemized and detailed records and reports pertaining to the management of the LIBRARY PREMISES as required by law or grants in accordance with generally accepted accounting principles and shall be available to CITY for inspection after reasonable prior notice to KCCD-BAKERSFIELD. Records shall be retained in accordance with KCCD-BAKERSFIELD’S record retention schedule and shall be conveyed to CITY upon expiration or termination of this AGREEMENT.

7. DONATIONS

Unless otherwise specifically stated or designated by the donor, all donations made to or at the LIBRARY PREMISES shall be deemed to be made to the LIBRARY PREMISES.

8. EMERGENCY

In the event of a catastrophic, unplanned and/or reasonably unforeseeable event or emergency which (a) results in the closure or inability of the LIBRARY PREMISES to open for more than one week, (b) results in a significant loss of LIBRARY PREMISES materials, and/or (c) which significantly impairs the ability of the LIBRARY PREMISES to maintain the current level of LIBRARY PREMISES service, THE PARTIES shall meet as soon as possible to determine and mutually agree upon how and in what manner to proceed with LIBRARY PREMISES operations.

9. TERMINATION

At any time during the term of this AGREEMENT or any extension thereof, either of the PARTIES to this AGREEMENT may, on six (6) months’ prior written
notice to the other party, terminate this AGREEMENT without cause.

10. ASSIGNMENT

KCCD-BAKERSFIELD shall not assign this AGREEMENT or any part thereof or any monies payable hereunder without the prior written consent of CITY. Any attempt to assign without such written consent shall be void.

11. INSURANCE

KCCD-BAKERSFIELD is insured through State-Wide Association of Community Colleges (SWACC) and their insurance includes coverages that satisfy the following requirements:

A. GENERAL AND AUTOMOBILE LIABILITY INSURANCE: The general liability insurance shall include personal injury liability coverage, shall afford coverage for all operations of KCCD-BAKERSFIELD at the LIBRARY PREMISES, and shall include contractual liability for the AGREEMENT between CITY and KCCD-BAKERSFIELD. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of KCCD-BAKERSFIELD pursuant to KCCD-BAKERSFIELD’s activities hereunder. CITY and its offers, employees and agents shall be named as “Additional Insured” on any policy. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than $5,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury coverage should also be in the amount of not less than $1,000,000 per occurrence and aggregate. Said policy or policies shall contain a provision that such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if THE PARTIES have other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only.

B. WORKERS’ COMPENSATION INSURANCE: Statutory Workers’ Compensation and Employer’s Liability Insurance shall cover all KCCD-BAKERSFIELD staff while performing any work incidental to the performance of this AGREEMENT. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) calendar days after receipt of such notice by CITY.

C. CITY shall maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than “A-,VI” in Best Insurance Rating Guide: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than $1,000,000 per occurrence; (2) commercial automobile liability insurance for “any auto” with combined single limits of liability of not less than $1,000,000 per occurrence; (3) workers’ compensation insurance as required under state law and (4) Cyber liability insurance of not less than $1,000,000. CITY policy shall contain an endorsement naming KCCD BAKERSFIELD as an additional insured insofar as this Agreement is concerned and provide that written notice shall be given to KCCD-BAKERSFIELD at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. CITY shall furnish KCCD-BAKERSFIELD with a certificate of insurance containing the endorsements required under this section, and KCCD-BAKERSFIELD shall have the right to inspect CITY’S original insurance policies upon request. Upon receipt of written notice of cancellation, change or reduction in coverage, CITY shall immediately file with KCCD-BAKERSFIELD a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce CITY’S liabilities or obligations under the indemnification provisions of this Agreement.

12. INDEMNITY

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree
that pursuant to Government Code Section 895.4, KCCD BAKERSFIELD shall fully defend, indemnify and hold CITY, its officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the acts or omissions of KCCD-BAKERSFIELD, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement.

CITY shall fully defend, indemnify and hold KCCD-BAKERSFIELD, its board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the acts or omissions of CITY. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage, claim, expense, cost, or liability occurring by reason of the acts or omissions of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this AGREEMENT.

13. DESIGNATED REPRESENTATIVE

Bill Moseley, Dean of Academic Technology is the representative of KCCD BAKERSFIELD and will administer this AGREEMENT for and on behalf of KCCD BAKERSFIELD. David Franz, Education Partnership Director is the representative for CITY and will administer this AGREEMENT on behalf of CITY. Changes in designated representatives shall be made only after advance written notice to the other party.

14. INDEPENDENT CONTRACTOR

The PARTIES, in the performance of this Agreement, will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this AGREEMENT. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

15. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this AGREEMENT contains the entire understanding and agreement of the parties and there have been no promises, any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the parties to this AGREEMENT and by no other means. Each party waives their future right to claim, contest or assert that this AGREEMENT was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

16. COMPLIANCE WITH LAW

CITY shall, at its sole cost and expense, comply with all county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this AGREEMENT.

17. CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Kern, if in state court, or in the federal district court nearest to Kern County, if in federal court.

18. MEDIATION

If any dispute, controversy or claim arises under this AGREEMENT, the parties shall negotiate in good faith to settle the matter. If the parties are unable to resolve the matter within a reasonable time, the parties may submit the matter to mediation by a trained mediator approved by both parties, the cost of which shall be shared equally by the parties. Nothing in this Section shall preclude any party from seeking injunctive relief or other equitable remedies (whether prior to or during such mediation) if necessary to protect the interests of such party.

19. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

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<tr>
<td>KCCD-BAKERSFIELD</td>
<td>CHIEF FINANCIAL OFFICER</td>
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<td><a href="mailto:contracts@kccd.edu">contracts@kccd.edu</a></td>
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20. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

21. AUTHORITY

Each of the PARTIES represents and warrants that its City Council and/or Board approved this AGREEMENT and authorized its respective designees to execute the same.

In concurrence and witness whereof, this AGREEMENT has been executed by the PARTIES effective on the date and year first above written.

[signatures redacted for this appendix]

Exhibit A
Statement of Obligations

1. DELIVERY OF SERVICES

KCCD-BAKERSFIELD, through its Library Department, shall deliver general LIBRARY management services to CITY according to the terms and conditions set forth herein.

2. GENERAL LIBRARY PREMISES MANAGEMENT SERVICES

KCCD-BAKERSFIELD agrees to provide general LIBRARY PREMISES management services for CITY, which include administration, management, and operations of LIBRARY PREMISES services, and will provide personnel and other resources, tools, programs and services, including lending books and other materials, cataloging the LIBRARY PREMISES’ collection and other related activities consistent with the operation of a free public LIBRARY PREMISES. KCCD-BAKERSFIELD must not employ any personnel, purchase or rent supplies, equipment or services, or incur any expenses in the name of CITY.

3. LEVEL OF SERVICE AND STAFFING LEVELS

A. LEVEL OF SERVICE AND STAFFING LEVELS RECOMMENDATION: The level of service and staffing levels for general LIBRARY PREMISES management services, along with its proposed operational budget for the following fiscal year to CITY will be recommend by KCCD-BAKERSFIELD on or before March 1 of each year with service level adjustments (if needed) occurring July 1 of the following year. KCCD BAKERSFIELD will provide CITY with a list of its proposed staffing levels for the LIBRARY PREMISES for review. If no list is provided by March 1, staffing levels will be presumed to be unchanged from the following year. Staffing levels shall not be reduced below what is required to open to the public for forty hours per week (excepting holidays and hard closures based on KCCD/California School Employees Association agreement, unless by special arrangement) by KCCD-BAKERSFIELD without the approval of CITY, including proposed reductions due to any furloughs or other work schedule reductions, staffing and scheduling of KCCD-BAKERSFIELD employees. Where proposed reductions in staffing levels are the result of mid-year budgeting changes by KCCD-BAKERSFIELD, CITY shall have the option of providing additional financial support to maintain staffing levels previously agreed to between the PARTIES as set forth herein.

B. LIBRARY PREMISES STAFFING: All persons required for the performance of KCCD-BAKERSFIELD’S responsibilities under this AGREEMENT must be selected and employed by KCCD-BAKERSFIELD and must at all times be and remain agents or employees of KCCD-BAKERSFIELD. No persons employed or retained by KCCD BAKERSFIELD for performance of its duties under this AGREEMENT shall at any time be deemed or considered to be the agents or employees of CITY.

KCCD-BAKERSFIELD shall be responsible for the selection, supervision, training, discipline, and scheduling of all LIBRARY PREMISES staff. The operating and personnel procedures of the LIBRARY PREMISES Department of KCCD BAKERSFIELD will at all times apply to KCCD-BAKERSFIELD’S operation of the LIBRARY PREMISES.

Prior to the appointment or transfer of a Supervising Librarian/Branch Supervisor to the LIBRARY PREMISES, KCCD-BAKERSFIELD shall, through its LIBRARY PREMISES Director, meet and discuss with CITY, the proposed appointment or transfer. CITY shall have the right to request different personnel than those proposed; however, the...
ultimate decision regarding appointment or transfer resides with KCCD-BAKERSFIELD. The parties recognize that KCCD-BAKERSFIELD has the sole responsibility and authority for making personnel decisions relating to its employees.

4. GRANT ADMINISTRATION AND PROGRAMS

The administrative function will also include the ability and authority for KCCD BAKERSFIELD to apply, administer and implement grant opportunities for the benefit of CITY with the expressed written permission of the Designated Representative of CITY. If the additional level of service is tied to a grant program, CITY will be invoiced for actual, additional costs above the grant award for the applicable time period unless KCCD-BAKERSFIELD and CITY agree otherwise. This assumes that any grant funds are received directly by KCCD-BAKERSFIELD, CITY may request and KCCD BAKERSFIELD may provide cost estimates prior to implementation of a grant and/or program. CITY understands that actual, additional costs may vary slightly (high or low) from original estimates.

Any supplemental, material expenses related to ongoing programs will be recommended by KCCD-BAKERSFIELD to CITY in advance of purchase. CITY understands and accepts that if a supplemental item related to an ongoing program is not approved by KCCD-BAKERSFIELD, CITY may exercise the option to refrain from further work on the grant or program. KCCD-BAKERSFIELD will apply departmental and or city-wide overhead to a grant cost when the provisions of the grant allow for the accounting of overhead expense. CITY understands and accepts that the net cost of grant overhead may become an expense to CITY when other provisions are not agreed upon in writing by both parties in advance of the implementation of the grant. CITY understands and accepts any ongoing fiscal, staffing, and/or programmatic obligations incurred in the acceptance of a grant. An example of such obligation may include a grant requirement to retain a staffing position for a time period beyond the original grant award period.

5. FACILITY UPKEEP, MAINTENANCE, AND REPAIRS

The following are EXCLUDED from this AGREEMENT and the responsibility of the entity indicated:

A. Maintenance and repair of the LIBRARY PREMISES shall be provided by CITY.
B. Custodial services and supplies needed for the operation of the LIBRARY PREMISES and LIBRARY PREMISES restrooms shall be provided by CITY.
C. Utilities and solid waste collection shall be provided by CITY.