

School and Public Library Agreements

Initial question from librarian: Was whether or not library and school could contract to share the costs of the MSC?

Response from Tracy Cook – March 30, 2011

First, thanks for being willing to wait a few days for an answer to your question. I reviewed my interlocal agreements between school and public libraries and decided that they might be overkill for your purposes. If you and the school were going to move into the same building I would definitely recommend reviewing what other Montana school/public libraries have done, but for something as simple as sharing the costs of the same system I think you can get away with a simpler document. Generally legal documents between two entities have some legal language that states that each organization (the school and the county library board) have the authority to enter into an agreement to provide library services. It then spells out who is responsible for what. I've attached a word document that has some sample language to this email.

I have to give you my standard disclaimer. This is not legal advice, so if you do create a contract with the school you should have a lawyer review the contract to make sure that it is legal and everyone is protected. It's only an example of the kind of language that you generally find in interlocal agreements. If you have any questions or need anything else please let me or Suzanne Reymer know. I cc'd Suzanne on this email, so she has the information as well.

Sample Interlocal Agreement Language

INTERLOCAL AGREEMENT BETWEEN _____ SCHOOL DISTRICT #___ AND THE COUNTY OF GARFIELD TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF GARFIELD COUNTY.

WHEREAS, the County of Garfield and the School District are both authorized by law to provide libraries; and

WHEREAS Sections 7-11-101 – 108 and 7-11-1102 MCA authorize local governments to enter into interlocal agreements to jointly provide services that each are authorized to provide; and

WHEREAS the County and the School District are desirous of entering into a contract whereby costs for a library automation system are shared by the two agencies;

NOW THEREFORE, in consideration of the execution of this Agreement and mutual covenants hereinafter expressed, the parties join in establishing and maintaining a shared library automation system agreed to as follows.

NOW THEREFORE, (if you decide to use a joint name for the Montana Shared Catalog you would say that here)

RESPONSIBILITIES OF THE GARFIELD COUNTY LIBRARY BOARD – see below for some of things that should be in this section

RESPONSIBILITIES OF THE SCHOOL DISTRICT – see below for some of the things that should be in this section

EFFECTIVE DATE, DURATION, AND TERMINATION – see below for some of the things that should be in this section

SIGNATURES OF CHAIR OF BOARD OF TRUSTEES OF THE SCHOOL DISTRICT, CHAIR OF THE LIBRARY BOARD, SUPERINTENDENT OF SCHOOLS, AND CHAIR OF COUNTY COMMISSIONERS

Questions to consider

1. Are you going to share a name? You can say that only for the purposes of joining the Montana Shared Catalog (MSC) that you are going to refer to this library as the Garfield School/Community Library or something similar. Or you can decide not to share a name and just leave it as is.
2. Responsibilities of each party. Who is responsible for what?
 - a. How much will the county pay? How much will the school pay?
 - b. Who will attend the annual MSC meetings?
 - c. Who will be responsible for fixing the computers that run this system? Who will be responsible for the updates, etc? (I think you can separate these out with the school taking care of their computers and you taking care of the public library computers, but it might be good to specify that.)
 - d. Who will be the voting member for the MSC? The Montana Shared Catalog is a consortium where each library has a vote. The members vote on the budget, new projects, and bylaws, etc.
3. Effective Date, Duration, and Termination
 - a. When does the agreement become effective?
 - b. When will it be reviewed?
 - c. How long will it last?
 - d. What happens if you terminate the agreement?
 - i. Will you remain in the MSC? Will you leave the MSC? If you leave the MSC you negatively affect all of the other MSC libraries, so there is a dollar cost to leaving the MSC. How are you going to divide that cost up?