

## **Contract**

### **BETWEEN THE BOARD OF TRUSTEES OF THE RED JACKET COMMUNITY LIBRARY AND THE MANCHESTER-SHORTSVILLE BOARD OF EDUCATION**

**Whereas**, the Board of Trustees of the Red Jacket Community Library wishes to operate and maintain a Community Library upon the grounds of the Manchester/Shortsville Central School District; and

**Whereas**, the Board of Education of the Manchester/Shortsville Central School District desires to accommodate a Community Library upon the grounds of the District, upon the terms and condition herein set forth;

**Now, Therefore**, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

#### **GENERAL CONDITIONS**

1. The primary purpose shall be to serve the library needs of the students, faculty, and general public equally. Related secondary activities may be scheduled by the mutual agreement of the parties.
2. The library shall be open for use to Manchester/Shortsville Central School District (School) students, faculty and administrators and members of the general public, in accordance with the policies and procedures of the Red Jacket Community Library (Community Library) and School.
3. In general, the Community Library hours will be outside the School hours. However, special programs may be run during School hours in areas that will not interfere with the use of the School library. Conversely, the school may conduct special programs during public library hours in areas that will not interfere with the use of the public library.
4. Equipment in the computer lab may be made available for use by the public after School hours when scheduled. The Community Library shall be responsible for enforcing the School rules and procedures applicable to public use of the computer lab and computers.
5. The Community Library will maintain separate financial records and pay its own bills.
6. The Community Library will purchase insurance to cover materials and liability during Community Library hours.
7. The School District and the Library Board will share communication concerning any alteration of the operations and facilities prior to any changes.

8. The Community Library shall pay the School rent of \$1.00 per day per year, payable at the end of the calendar year.

## **BUILDING**

1. The School will be responsible for utilities, overall maintenance, and heating/air conditioning of the library during hours that school is open. There may be charges for utility costs during non-school hours, e.g. summer evening hours.
2. The sidewalks, parking lot and entrance will be kept snow free and clear of all obstructions during the hours of operation of the School. The Community Library may be responsible for snow removal during non School hours.
3. Parking spaces for the Community Library will be designated solely for the use of the Community Library patrons during its hours of operation.
4. Janitorial staff will be available for assistance during the Community Library hours. There may be charges for non-school hours.
5. The Community Library will purchase and erect signage to direct the public to the library. The School will maintain the signs. The signage will be consistent with that purchased by the School.

## **EQUIPMENT**

1. The Community Library will arrange and pay for phone service to allow the public to have access to the Community Library staff during and outside of the Community Library hours. This phone number will be used for all Community Library business.
2. The School copier and fax machine will be used by Community Library patrons at a rate to be determined by the Board of Education.
3. The School will provide furniture necessary for an efficient comfortable library. This will include, but not be limited to, shelving, tables, chairs, sofa, book trucks, and check out counter.
4. The School will maintain and upgrade the computers and peripherals owned by the School. The Community Library will maintain the computer and peripherals owned by the Community Library. These stations will be available during School and Community Library hours with the exception of a non-filtered station being available only during Community Library hours.
5. Each party will be responsible for their own general office supplies.

6. Displays and bulletin boards will be jointly designed and put together by the staff of both libraries.

7. Each of the parties shall own any and all personal property it either purchased or paid for. Upon expiration or termination of this agreement, each party shall be entitled to the exclusive possession and control of its personal property.

## **STAFFING**

1. The Community Library will hire a Director to meet the MINIMUM PUBLIC LIBRARY STANDARDS as well as Library Assistants to provide staffing for the hours the Community Library is open. The staff of the Community Library will perform the tasks necessary for the proper and efficient operation of the library during Community Library hours. Separate personnel policies will be maintained. The Community Library Board of Trustees will be responsible for payment of salaries and benefits for the Community Library Staff.

2. The Community Library Director will be considered an equal with the School Librarians, i.e., there will not be one librarian who will be considered in charge of the others.

3. The staff of each library will be responsible for maintaining order in the library during its hours of operation.

4. The Community Library will utilize volunteers for various tasks. These volunteers will go through an application and appointment process that will ensure that all Community Library staff will be an asset to both libraries. Volunteers will undergo an orientation and on-going training period.

5. A subcommittee made up of people from both boards and the librarians will be appointed to work out any problem that cannot be worked out among the librarians.

6. There will be a designated space for the Community Library staff to work.

7. The Community Library staff will be able to use an area in the library for meals and breaks.

8. Keys to the library will be issued to the Community Library Staff.

## **COLLECTION DEVELOPMENT**

1. The Board of Trustees for the Community Library and the Board of Education will affirm and formally adopt the various statements by the American Library Association. (Listed in the HANDBOOK FOR TRUSTEES)

2. Books, videos, and other materials will be purchased by each entity to meet its mission statement. As a practical matter, the Community Library collection will concentrate on materials for preschool children and adults. The School collections will concentrate on materials for children 5-18 years. The School Librarians and the Community Library Director will share plans for purchases to minimize duplication. Materials will be processed by the library purchasing them.
3. CD-ROMS and other on-line products purchased by one library will be used without charge by the other library. Training will be provided for all library staff for new hardware and software.
4. Donations will be accepted by each library with the donor designating to which library collection the items are being donated. An acknowledgment will be generated by the appropriate staff.
5. The School and the Community Library may secure separate grants to fund special activities and collections that meet the mission statements of each library.

## **CIRCULATION**

1. School students and staff will be issued 2 cards: one to be used during School hours, one during Community Library hours.
2. Fines for overdue and lost materials will be charged for those items checked out on Community Library cards.
3. The collections will be bar-coded in a manner to allow for a separate inventory of the Community Library materials. However, materials owned by the Community Library and the School Library will be integrated as much as practical.
4. Inter-library loans will be processed by the staff receiving the request.

## **HOLD HARMLESS**

To the fullest extent permitted by law, the Community Library shall defend, indemnify and hold harmless the School, and its officers, employees, agents and invitees, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature (including without limitation reasonable attorneys fees), for damages to property or injuries to or death of any person or persons, including employees, agents or invitees of the School, and including, but not

by way of limitation, workers compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the Community Library, or its employees or agents.

To the fullest extent permitted by law, the School shall defend, indemnify and hold harmless the Community Library, and its officers, employees, agents and invitees, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature (including without limitation reasonable attorneys fees), for damages to property or injuries to or death of any person or persons, including employees, agents or invitees of the Community Library, and including, but not by way of limitation, workers compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the School, or its employees or agents.

**TERMINATION**

This agreement may be terminated by either party for cause, effective forty-five (45) days after giving the other party written notice of the default or breach, if the default or breach is not cured within the forty-five (45) day period. This agreement may also be terminated by either party for any reason, or no reason, upon giving at least eighteen (18) months written notice to the other party.

This Contract will be in effect until June 30, 2019 and may be modified as mutually agreed upon by both parties.

Signed: Krista Gray \_\_\_\_\_ 5/4/16  
President, Board of Education Date

Nicole M. Coyne \_\_\_\_\_ 29-April-2016  
President, Board of Trustees Date  
Community Library

State of New York )  
County of Ontario ) ss:

On this 29<sup>th</sup> day of April, 2016, before me the undersigned, a Notary Public in and for the State of New York, personally appeared Nicole Coyne, personally known to me or proved to me on the basis of satisfactory evidence, to the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

KIMBERLY B. BROWN  
Notary Public, State Of New York  
Ontario County Reg #01BR6083873  
Commission Expires 11/25/20 18

Kimberly B. Brown  
Notary Public

State of New York )  
County of Ontario ) ss:

On this 4<sup>th</sup> day of May, 2016, before me the undersigned, a Notary Public in and for the State of New York, personally appeared Kristin Gray, personally known to me or proved to me on the basis of satisfactory evidence, to the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

KIMBERLY B. BROWN  
Notary Public, State Of New York  
Ontario County Reg #01BR6083873  
Commission Expires 11/25/20 18

  
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Notary Public

Revised 03/03/16