

Public Library Services Branch
Ministry of Education

Co-Located Library Services Agreement Template

Using the Co-Located Library Services Agreement Template:

Before using this agreement template, prospective parties should consult the Public Library Services Branch's (PLSB) Co-Located Library Services Feasibility Checklist (also available from PLSB) to see if such an agreement is in their best interests. Given the differing mandates, operational and funding models of the school and public library sectors, cooperative ventures of this sort face inevitable challenges. Circumstances in which a co-located school/public library is feasible are unique and successful operations are often found in remote and/or underserved areas. In any event, it will be the situation on the ground and the will of the parties that determines whether a co-located school/public library will be successful.

If, after consulting the checklist, the parties still want to proceed with a co-located school/public library, the following template will prove useful.

The template has been designed to cover most of the issues that should be settled in a formal agreement. The temptation may be to put "everything" into the agreement that could possibly arise. However, most of the issues that such an operation faces are of a policy or procedural nature, many of which will only surface once the cooperative library has been in operation for a while. These should/must be settled "by agreement of the parties" - a phrase you will have to get used to as it is central to the success of the venture.

The master agreement should deal with the fundamentals of governance, staffing, funding, ownership, and termination of the agreement. Other matters which must be committed to writing can be handled through policies. Asking two questions will help to determine whether a point should be a part of the master agreement or of a policy manual: Is this of overriding importance? And, is this likely to be changed during the time frame of the agreement? Yes to the first and No to the second suggests the matter is a good candidate to be placed in the master agreement.

A co-located library can be found in either a school, public library or other public building. The template has been designed for use in circumstances where the co-located library is in either a public school or other public building in which the library is already situated or has a pre-existing interest. Users of this template will need to delete unnecessary terms and references and/or add those that accurately describe the parties and their intentions.

The PLSB has also produced a Checklist for Combined Public and School Library Co-location Agreements that will help explain the form and content of the agreement template. The PLSB will also provide help drafting and negotiating Co-Located Library Services Agreements.

Public Library Services Branch
Ministry of Education

CO-LOCATED LIBRARY SERVICES AGREEMENT

BETWEEN:

(hereinafter referred to as the "School District")

AND:

(hereinafter referred to as the "Library Board")

(Individually, a "Party" and collectively, the "Parties")

WHEREAS:

- A. The (Library Board/School District) is the registered owner of those lands and premises known as (legal land description);
- B. The (Library Board/School District) wishes to provide space to the (Library Board/School District) for the purpose of operating a common library, which will be used as both a school library and a public library;
- C. The (Library Board/School District) and the (Library Board/School District) have agreed to an operating model that will enhance the availability of services and resources to both the students and the public at the library;
- E. The (Library Board/School District) and the (Library Board/School District) each have a collection of library materials and assets and an availability of resources ("the library") which they desire to share and/or expand in consolidation each with the other, in a co-located library facility, so that the best possible library service is provided to all residents of _____ and the staff and students of the School;
- F. Section 48 of the Library Act permits the establishment of a co-located library of the type contemplated by this Agreement:

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

In this Agreement,

"Agreement" means this (*name of community*) Cooperative Library Services Agreement.

Public Library Services Branch
Ministry of Education

“Common Library System” means the operating system chosen by the Parties to operate the joint library.

“School District” means the Board of School Trustees of School District No ____ (_____).

“Library Board” means the _____ Public Library Board.

“Management Committee” means the committee of individuals selected by the Parties to attend to the management of this Agreement. Day to day operations within the library is managed by the (Library Board/School District).

“School Library” means the library, located in the _____ during normal school hours.

“Public Library” means the library, located in the _____, during Public library hours.

“Librarian” means the _____ Public Librarian.

“School” means the _____ School.

“Lands” means the land occupied by _____.

“School District Resource Centre” means the School District #__ (_____) centralized library support service located in _____.

ARTICLE 2 - BOARDS AND COMMITTEES

2.1 Boards and Committees

2.1.1 The _____ Library Board is constituted in accordance with Part () of the *Library Act* [RSBC 1996] CHAPTER 264.

2.1.2 The Library Board shall attend to regular business as per the Library Act. Nothing in this Agreement impinges upon the Library Board’s autonomy, management or prerogative in the operation of the Public Library.

2.1.3 A Management Committee shall be formed to attend to the management of this agreement. The Management Committee shall be made up of the following:

- a) (2) representatives from the Public Library.
- b) (2) representatives from the School District including at least one member from _____ School.

2.1.4 The Management Committee shall meet twice per year as requested by

Public Library Services Branch
Ministry of Education

either party, in March and November to review the agreement, develop amendments as may be necessary, and attend to any other issue that may arise from the operation of this agreement. Other meetings shall be arranged as needed to address the management of this agreement. Amendments shall be submitted to the parties to this agreement for the approval of the governing board of each party. Any disputes that cannot be settled by the Management Committee will be forwarded to the Oversight Committee.

2.3 Oversight Committee

An Oversight Committee shall be formed on an as-needed basis to attend to any concerns or complaints that cannot be resolved satisfactorily in accordance with normal policies and procedures by the Management Committee at a local level.

2.3.1 The Oversight Committee shall be made up of the following:

- a) One representative from the School District.
- b) One representative from the Library Board.
- c) One representative from the Municipality of _____.
- d) Members of the Oversight Committee may not be drawn from the membership of the Management Committee.

2.3.2 The Oversight Committee shall hear both sides of the issue and report their findings to both parties. The findings of the Oversight Committee shall be binding upon both Parties.

ARTICLE 3 - ACCESS TO FACILITIES

3.1 The (Library Board/School District) shall provide adequate space and ancillary services for the housing of the co-located collections and the operations of both school and public libraries, providing services to students and members of the public.

3.1.1 The (Library Board/School District) shall permit access by the (Library Board/School District) to the library space and other ancillary space, such as washrooms and the meeting room, during Public/School Library hours of operation.

3.1.2 The (Library Board/School District) will provide a phone line for the (Library Board/School District) fax machine. This fax machine will be used for (Public Library/School Library) purposes only, unless previous arrangements are made with the (Library Board/School District).

3.1.3 The (Library Board/School District) shall install and maintain at locations agreed to by the Parties, interior and exterior signage, provided by the (Library Board/School District), informing (Public/School) Library patrons which parts of the library are for their use.

Public Library Services Branch
Ministry of Education

- 3.1.4 The (Library Board/School District) will ensure the library is wheel chair accessible.

ARTICLE 4 - ACCESS TO COLLECTIONS AND SERVICES

4.1 Intellectual Freedom

- 4.1.1 The Public Library subscribes to the "Statement of Intellectual Freedom" adopted by the Canadian Library Association:
<http://www.cla.ca/about/intfreed.htm>

- 4.1.2 The Public Library does not act in place or in absence of a parent and is not responsible for enforcing any restrictions which a parent or guardian may place on a minor's use of library resources.

4.2 Internet Access

- 4.2.1 Internet access is provided at the Public Library with no content filtering in accordance with the Canadian Library Association's Statement of intellectual Freedom above. The Public Library/School District shall provide internet access for the Public Library.

- 4.2.2 Internet access is provided at the School Library with content filtering in accordance with School District Policy. The Public Library/School District shall provide internet access for the School Library.

- 4.3 Every borrowing patron of the library must have a current library card and follow the library usage rules as set out by the Library Act.

- 4.3.1 The library will sign out books and collect overdue fines according to the joint policy of the Parties.

- 4.4 The collections of the parties shall be consolidated into one stock, interfiled, labelled and made available for circulation to all membership holders subject to the restrictions outlined in the borrowing policy of either party. Labelling shall be in conformity with the standards and computer software agreed upon by the Parties.

- 4.5 Each Party will honour reciprocal borrowing or service agreements signed by the other acknowledging any limitations required by the other Party.

- 4.6 School District Resource Centre books are not to leave the jurisdiction of the School District.

- 4.7 Each Party is responsible to provide staff for supervising and keeping safe the entire collection during the Parties' respective use of the facilities.

- 4.8 The hours of operation for the public/school library shall be set by agreement of the

Public Library Services Branch
Ministry of Education

Parties, and such agreement shall not be unreasonably withheld.

- 4.9 The (Library Board/School District) shall provide library services to the (Library Board/School District) as detailed in this Agreement.

ARTICLE 5 - COLLECTION POLICY

- 5.1 Each Party shall be responsible for the development of their collections according to their respective policies. Selection, retention and disposition decisions will be made by authorized personnel in accordance with the collection policy of the respective Party.
- 5.2 Consideration will be given to the resources available in one another's collections to avoid duplication or imbalance.
- 5.3 Any book or other library item placed in the library by a Party once this agreement is in effect, or added to the collection by either Party, shall remain the property of that Party. Each item shall be designated as the property of one or the other of the Parties through a uniform barcode system.

ARTICLE 6 - JOINT CONSIDERATIONS

The two Parties to this agreement agree as follows:

6.1 Insurance

- 6.1.1 A complete listing of all property of each party, whether part of its collection or not, shall be maintained and kept current both at the library and at a secure off-site location
- 6.1.2 Both Parties must maintain insurance coverage for liability and replacement cost of the property listed.

6.2 Capital and Operating Budget

- 6.2.1 The (Library Board/School District) will maintain an operating budget for stationary, computer programs, library supplies and collection development for the public and school libraries.
- 6.2.2 Each Party agrees to cooperate with the planning of future major purchases in excess of \$500.00

6.3 Equipment

- 6.3.1 The School District and the Library Board will each provide reasonable access to equipment at the (school/public library) required to carry out the

Public Library Services Branch
Ministry of Education

operation of the library.

6.3.2 Computers dedicated to library functions such as preparation of library materials, storage and retrieval of library titles, circulation information, and library administration will be available for the exclusive use of library staff.

6.3.3 The (Library Board/School District) will provide shelving, shelf labelling and equipment to adequately house both the School District's and the Public Library's collection and to serve the needs of the patrons. The Librarian shall determine the placement of the shelves and the location of collections in agreement between the Parties.

6.3.4 The (Library Board/School District) will provide a book drop at an agreed upon location outside of the (Public Library/School).

6.4 Computer policy

6.4.1 Internet and Computer Policy

The Parties provide access to computers and the internet in accordance with their respective Acceptable Use Policies.

6.4.2 Purchasing of Computer Equipment

Both Parties will provide cooperation and information concerning grants, programs, and purchasing of new computer equipment.

6.4.3 Computer Maintenance

Each Party is responsible for the maintenance of its computer systems.

6.5 Staffing and personnel matters

6.5.1 The Library Board will provide, at its cost, the services of a person with qualifications (and/or in training) as a community librarian to work in the library during the Public Library hours of operation.

The Librarian is directly responsible to the Library Board, and will work in co-operation with school staff within Library Board Guidelines.

6.5.2 The School District will provide such trained staff as may be required to meet the needs of and supervise students using the library during school hours.

School staff report to the School District.

6.5.3 The Parties shall arrange training for the Librarian as required on the operating system chosen for the common library system.

Public Library Services Branch
Ministry of Education

6.6 Library Operations

- 6.6.1 School materials will be catalogued, processed and shelved by the (Public/School Library). Public Library materials will be processed, catalogued, and shelved by the (Public/School) library.
- 6.6.2 It is the responsibility of School District staff to invigilate students and supervise access to library materials by school children during school library hours.
- 6.6.3 The Parties agree that all staff using the library is responsible for leaving the library in a reasonably tidy state.
- 6.6.4 The hours of operation of the library will be determined, posted and/or published by the Parties. The Parties may, by agreement, vary the hours of operation.
- 6.6.5 Materials circulated for school/public use will be re-shelved by (library/school) staff from an agreed upon drop-off location.

ARTICLE 7 - ADDITIONAL COVENANTS

7.1 Utility Charges

The (Library Board/School District) agrees to pay all charges for light, power, water and gas supplied, delivered, provided to or made available upon the premises, provided that the premises are used for the purposes and in accordance with the covenants given by the (Library Board/School District) herein.

7.2 Janitorial Service, Snow Removal and Grass Cutting, etc.

The (Library Board/School District) agrees to provide, at its expense, all maintenance and repair services for the premises of a standard in keeping with the requirements of the (Library Board/School District) including regular garbage disposal, janitorial services, snow removal, grass cutting and to maintain the interior walls and floors in a clean, proper condition, including during school holidays and vacation.

7.3 Misuse of Equipment

- 7.3.1 The School District will be responsible for any Library Board equipment that goes missing or is broken during the School District's use of the premises.
- 7.3.2 The Library Board shall be responsible for any School District equipment that goes missing or is broken during the Library Board's use of the premises.

7.4 Rules & Regulations

Public Library Services Branch
Ministry of Education

The Library Board and School District agree to cooperate in the development of rules, regulations, policies and procedures relating to the operation of the facility.

7.5 Security and Fire Alarms

The (Library Board/School District) shall provide the security and fire alarm systems for the property. False alarms billed to the (Library Board/School District) resulting from the failure of the other Party to secure the Building, shall become the responsibility of the (Library Board/School District).

ARTICLE 8 - IMPROVEMENTS AND ALTERATIONS

8.1 Alterations

8.1.1 The (Library Board/School District) agrees not to make any structural changes to the library without obtaining the (Library Board/School District's) written consent. The (Library Board/School District) may make cosmetic changes to the interior library space, including decorations and decor using its own resources and/or choice of contractor.

8.1.2 All alterations and improvements to the building and property shall become the property of the landowner.

8.2 Personal Property, etc.

8.2.1 All such personal property and all business and trade fixtures, machinery and equipment and furniture owned by the (Library Board/School District) or installed by the (Library Board/School District) in the premises at its own expense shall remain the property of the (Library Board/School District) and may be removed by the (Library Board/School District) at any time during the term of this Agreement, provided that the (Library Board/School District) at its own expense shall repair any damage to the premises caused by such removal or by the original installation. The property owner may require the (Library Board/School District) to remove all or any part of such property at the expiration of this Agreement and such removal shall be done at the (Library Board/School District's) expense and the (Library Board/School District) shall at its own expense repair any damage to the premises caused by such removal.

ARTICLE 9 - AGREEMENT AMENDMENT

9.1 The School District and Library Board agree that this Agreement may be amended on such terms and conditions mutually acceptable to the School District and Library Board, it being the intention of the parties that if possible their cooperative

Public Library Services Branch
Ministry of Education

relationship in the operation of the library be continued.

- 9.2 Should the School District and Library Board be unable to come to an agreement on the amendments sought, the matter may be referred to the Oversight Committee at the request of either Party.

ARTICLE 10 - NOTICES

- 10.1 Any notice required to be given shall be sufficiently given if delivered to the School District or mailed in the Province of British Columbia by certified mail, postage prepaid, to the School District at the following address:
- 10.2 Any notice required to be given shall be sufficiently given if delivered to the Library Board or mailed in the Province of British Columbia by certified mail, postage prepaid, to the Library Board at the following address:
- 10.3 Any notice mailed in accordance with Article 10.1 or 10.2 shall be deemed to have been received on the fifth business day following the day on which such notice is mailed. The School District or the Library Board may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of such notices thereafter.

ARTICLE 11 - TERMINATION OF AGREEMENT

- 11.1 This agreement shall remain in force from the date of execution hereof until (*Date*).
- 11.2 This agreement may be terminated by either Party on 90 days notice.
- 11.3 If the parties wish to continue past (*Date*), this Agreement shall continue on an annual basis from (*Date*) 1 of each year until either party gives the other 90 days notice of termination.
- 11.4 Should the Library disband or cease to operate as a Public Library, notice shall be given to the School District and the (Municipality/Regional District). Upon termination of this Agreement, the (Library Board/School District) shall remove from the Library all of its property.
- 11.5 Should the (Library Board/School District) wish to dispose of the building at any time, it shall negotiate the disposal with the other Party, the (Municipality/Regional District) and the Provincial Library Services Branch, Ministry of Education. These parties shall jointly determine the appropriate and equitable means and result of the disposal.

ARTICLE 12 - AGREEMENT - ENTIRE RELATIONSHIPS

Public Library Services Branch
Ministry of Education

- 12.1 It is hereby agreed that the whole contract and agreement between the Parties hereto is set forth herein, that the (Library Board/School District) has use of the premises after examining the same, that no representations, warranties or conditions have been made other than those expressed or implied herein and that no agreement collateral hereto shall be binding upon the (Library Board/School District) unless it be made in writing and signed by the Parties.
- 12.2 The obligations of the Parties are neither joint nor several. Each Party, and the rights and obligations thereof, are independent of the other.

ARTICLE 13 - INTERPRETATION

13.1 Headings

The headings to the Articles and clauses of this Agreement are for convenience only and shall not constitute a part of this Agreement. The definition of any words used in any Article of this Agreement shall apply to such words when used in any other Article hereof whenever the context is consistent.

13.2 General

This Agreement and everything herein contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the Parties hereto and every reference herein to any Party hereto shall include the heirs, executors, administrators, successors, assigns and other legal representatives of such Party, and where there is more than one Library Board or a corporation, the provisions hereto shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

ARTICLE 14 - INDEMNITY

- 14.1 The Public Library shall indemnify, hold harmless and defend the School District and the Crown from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the School District or Crown at any time or times (whether before or after the expiration or sooner termination of this Agreement) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Public Library in connection with this Agreement excepting always liability arising out of the independent acts or omissions of the School District, Crown, its agents and contractors. The Public Library will provide all necessary assistance, information and authority necessary for the School District to defend a third party claim and perform its obligations under this Section; and gives sole control of the defense of such claim and all associated negotiations to the School District.

Public Library Services Branch
Ministry of Education

14.2 Likewise, the School District shall indemnify, hold harmless and defend the Public Library from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Public Library at any time or times (whether before or after the expiration or sooner termination of this Agreement) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the School District or Crown in connection with this Agreement excepting always liability arising out of the independent acts or omissions of the Public Library, its agents and contractors. The School District will provide all necessary assistance, information and authority necessary for Public Library to defend a third party claim and perform its obligations under this Section; and gives sole control of the defense of such claim and all associated negotiations to the Public Library.

ARTICLE 15 - PRIVACY

15.1 The Public Library will comply with the statutory access and privacy requirements of the *Freedom of Information and Protection of Privacy Act* [RSBC 1996] Chapter 165 and the Privacy Guidelines for British Columbia Public Libraries, published by the Public Library Services Branch, Ministry of Education.

15.2 The School Library will comply with the statutory access and privacy requirements of the *Freedom of Information and Protection of Privacy Act* [RSBC 1996] Chapter 165 and applicable School District Policies.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals as of the day and year first above written.

_____)
_____)
_____ by its _____)
duly authorized officers: _____)
_____) (SEAL)
_____)
_____)
_____)

Date

_____)
BOARD by its duly authorized _____)
directors: _____)
_____)

