

Advice for Creating an Interlocal Agreement for School/Public Library Combinations

Initial Question from Librarian: Was to review an interlocal agreement for a new school/public library.

Response from Bob Cooper – October 14, 2009

First, I would like to say that this draft agreement document is a good thing in that it clearly demonstrates the very intent of the 7-11-101 through 7-11-108 MCA which is cooperation on the part of local government entities to provide a service to the citizens of a community.

I do have some additional thoughts that I think are worth sharing with the Library Board. These will likely sound a bit negative and untrusting and I apologize in advance for that, but I have seen issues arise from the parties involved not thinking things through sufficiently before finalizing a library services agreement. On the front end, things can look pretty good, but a year or two down the road after a couple of personnel changes they can sometimes get pretty contentious.

I have a question as to whether ‘the southern portion of County’ is a sufficient description to use in this type of a legal document? How does one know if his/her residence is inside or outside that boundary? The county attorney may be willing to address this concern.

On a minor level, the use of the term “every effort” throughout the document opens the operational aspect of the new library to almost certain challenge at some point. Terms like “reasonable effort” may lack some of the enthusiasm of “every effort” but are more doable and defensible.

To add to Tracy’s comments about the two board system, it appears this governance design would require the library board to give up a portion of the significant authority granted it by law. Under Montana law, the responsibility for providing quality public library service rests solely with the library board, not the school board.

If the school librarian is going to be present significantly more hours than the public librarian, then despite the fact that the two are supposed to share in the day-to-day operation of the library, from a practical standpoint, it is likely the school librarian will end up primarily running the library. In Section IV the agreement indicates that during school hours when immediate decisions are needed to resolve a conflict, the school librarian or “a designated school staff member” will be the site supervisor. Could this result in a person with no public library knowledge, training, or experience making public library decisions?

A conceptual conflict also caught my attention as I read this draft agreement. The Public Library is supposed to provide “a well-balanced library collection” but is also required to “place materials from the public library on the (school) shelves that are also appropriate for a school library.” Since I will assume that school personnel decide what is appropriate for a school library, this would mean that ultimately final authority over public library collection management will rest with school personnel. I am not sure how to resolve this matter, and perhaps the interlibrary loan solution offered is a step in the right direction. However, I am concerned that public library service may be being redefined here at some level.