

# **SCHOOL/COMMUNITY LIBRARY INTERLOCAL AGREEMENT**

## **INTERLOCAL AGREEMENT BETWEEN MANHATTAN SCHOOLS, DISTRICT #3, AND THE TOWN OF MANHATTAN TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF MANHATTAN**

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

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

WHEREAS, the purpose of this Agreement is to provide a basis for cooperation between the School District and Town of Manhattan which will result in equitable library service to all residents of the Town; and

WHEREAS, the Town and School District are desirous of entering into a contract whereby library services can be provided from a central facility located within Manhattan and operated through the joint efforts and authority of both parties;

NOW, THEREFORE, in consideration of the execution of this Agreement and the mutual covenants hereinafter expressed, the parties join in establishing and maintaining a joint school-public library mutually agreed to as follows:

I. As hereinafter provided, the Town Council and the Board of Trustees of Manhattan Schools agree to support the functions of the joint school-public library within the Town of Manhattan and agree to provide the services of the school-public library to all residents in Manhattan. The joint school-public library shall be known as the Manhattan Community Library.

### **II. THE BOARD OF TRUSTEES**

- A. The Board of Trustees shall be composed for five (5)-voting members appointed as follows:
1. Two members shall be appointed by the School Board.
  2. Two members shall be appointed by the Town Council.
  3. After the appointment of these four members, the four will select the fifth member of the Board.
  4. At least one of the appointees must be from rural Manhattan.

5. The Superintendent of Manhattan Schools and the Manhattan Mayor shall serve as participating members of the Board but neither will vote.

#### **B. TERMS**

1. Trustees shall hold their offices for five years from the date of appointment and shall serve until their successors have qualified. All terms shall expire on December 31. Before January 1 of each year, a trustee shall be appointed to replace the retiring trustee.
2. Initial appointments pursuant to this Agreement shall be staggered such that one School District appointee shall be appointed for three years and one for two years; one town appointee shall be appointed for one year, and one for four years. The at-large fifth appointee shall be appointed for five years. Following the expired terms of the initial appointments, all terms shall be for five years.
3. All vacancies, whether by resignation, expiration of term, or otherwise, shall be filled by appointment by the school District or Town Council, depending on which agency appointed the trustee whose position becomes vacant. A vacancy occurring in the 5<sup>th</sup> at large position shall be filled by appointment by the other four members of the Board of Trustees.
4. Trustees shall serve no more than two full five-year terms in succession.

#### **C. POWERS, DUTIES AND RESPONSIBILITIES OF THE LIBRARY BOARD OF TRUSTEES**

1. The Library Board of Trustees shall adopt bylaws and rules consistent with State law for its own transaction of business and for the governance of the Library, including the days, time and number of regular meetings of the Board. The Board shall select a chairperson and vice-chairperson to serve one-year terms which may be consecutive and unlimited in number.
2. The Library Board of Trustees shall be responsible for developing advisory policies regarding the general operations and care of the Library. Such policies shall incorporate standard protections such as the "Library Bill of Rights" and the "Freedom to Read Statement" among others to insure maximum opportunity to provide the full range of quality library services to all the students and citizens of Manhattan, upon approval by Board of Trustees, such policies shall thereafter be enforceable.

3. The Library Board of Trustees shall have the power to contract, receive or deliver library services and to accept gifts, grants, donations, devices and bequests not subject to reversion at the end of the fiscal year.
4. The budgets and finances for the library will be managed separately by the Town of Manhattan and the Manhattan Public Schools. The Library Director will be charged with the coordination of both budgets.
5. The Town Council of the Town of Manhattan shall be directly responsible for the selection of the public librarians. The School District shall continue to be responsible for the selection of the school librarians and library aides. After consultation with the Library Board, the School District shall designate one of the full-time librarians to be the Library Director. Librarians will be expected to attend all Library Board meetings and to provide such reports that the Library Board may so request.
6. The Library Board will work with the School District to meld current school library policy and public library policy with particular attention to key policies affecting material selection and weeding criteria, challenges to collection and censorship.
7. All policies relating to the joint school-public library whether developed by the Library Board or the School Board or the Town Council will be compiled in written form; approved by the School Board and Town Council; and reviewed annually by all three governing bodies
8. The Library Board shall be the primary governing body for the resolution of complains or grievances arising from the operation of the school-public library. However, should it become necessary, the complaint or grievance can be taken to the School Board or the Town Council according to whether it is a town or school concern for resolution.

### **III. BUDGET AND FINANCE**

- A. Each year, the Library Director, in collaboration with the Town Librarian shall prepare a preliminary budget by April 1 and submit to the Library Board for approval. The Library Board will review the budget; make any necessary modifications; and refer the budget to the School District and the Town Council for their review and approval of all items relative to their respective budget contribution levels. Final budget authority rests with the School Board

and the Town Council for their respective budgets and without such approval, no expenditure shall be authorized.

**B. The School District shall:**

1. Provide all utilities, janitorial and maintenance care year round.
2. Provide funds for general operation of the library as well as a materials budget for meeting the needs of the school population.
3. Provide necessary property, liability coverage.
4. Provide payroll and accounting services for all public school staff.
5. Provide accounting for purchases made with public school dollars.

**C. The Town Council shall:**

1. Provide the approved level of funding for the general operation of the library as well as for a materials budget to meet the non-school needs of the population.
2. Provide accounting and payroll services for public library staff.
3. Provide workman's compensation for public library staff.
4. Provide accounting for all purchases made with public library dollars.

**IV. LIBRARY ACCESS AND HOURS**

- A. Public library patrons of all ages shall be granted unlimited access to the facility for the number of hours per week equal to, or greater than, the present hours being provided at the town library.
- B. To the greatest extent possible, all services and materials will be equally available to all library users.

**V. EFFECTIVE DATE, DURATION AND TERMINATION**

- A. The adoption of this agreement by both bodies, the School District and the Town Council, is contingent upon its review and approval by the attorney for the Town of Manhattan and the attorney for the Manhattan Public Schools.

- B. Within ten (10) days of adoption by both bodies (School District and the Town Council) and prior to implementing it, the agreement shall be filed with the County Clerk and the Secretary of State.
- C. The agreement shall be in full force and effect within thirty (30) days of the approval by both bodies and shall remain in effect until termination by either party pursuant to the termination provision set forth below.
- D. Either party may terminate this agreement with sixty (60) days written notice from one party to the other or without cause. The termination shall become effective at the beginning of the next fiscal year. Such termination does not absolve the School District and the Town Council from satisfying any federal equity requirements assigned to this joint library project. Both parties agree to the following as the process for distribution of assets should such be necessary:
1. Upon termination all property purchased solely by the Town of Manhattan or solely by the school district, either before or during the term of this agreement, shall revert to the entity which bought the property.
  2. Upon termination, the party to whom the written notice of intent to terminate is given shall have the option to purchase all property jointly purchased during the term of the agreement at its fair market value at the time of termination, subject to the provisions of MCA 20-6-604. The fair market value of such property is to be mutually agreed upon by the Town and the School District. If the Town and School District are unable to agree on the fair market value of such jointly purchased property, then the fair market value shall be determined by three appraisers, one chosen by the Town, one chosen by the School District, and one chose by the other two appraisers.
  3. Jointly purchased property shall be divided between the Town and the School District in the same proportion that the original contribution made by the Town and the School District bears to the original purchase price.
  4. There shall be an ongoing accounting by both the clerk of the School District and the Clerk of Manhattan regarding the percentages contributed by both parties as the library becomes operational.
- E. This agreement may be amended at any time by mutual written consent of the parties involved except for federal equity requirements as noted in Section V, D. above.

- F. This agreement shall be reviewed on at least an annual basis by all parties involved.
- G. It is agreed by both parties that the real property housing the school-public library and all furniture, materials and equipment therein shall be held in the name of the School District. In the event of termination, Section D above holds.

In addition to the parties involved, this agreement has also been reviewed by Marty Lambert, Gallatin County Attorney.

**Signature Page**

\_\_\_\_\_  
**School Board Chairman**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Superintendent of Schools**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Mayor of Manhattan**

\_\_\_\_\_  
**Date**

**Approved as to form:**

\_\_\_\_\_  
**Gallatin County Attorney**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Town of Manhattan Attorney**

\_\_\_\_\_  
**Date**

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**Manhattan Public Schools Attorney**

\_\_\_\_\_  
**Date**

ORDINANCE NUMBER ONE HUNDRED SEVENTEEN (117)

AN ORDINANCE ESTABLISHING A FREE PUBLIC LIBRARY FOR THE TOWN OF MANHATTAN, MONTANA AND PROVIDING A LEVY TO SUPPORT THE SAME.

BE IT ORDAINED by the Mayor and Town Council of the Town of Manhattan, Montana

SECTION 1. Under and by virtue of the authority granted by an Act passed by the Montana Legislature Assembly of 1952 and signed by the Governor of Montana, and upon vote of the electors of the Town of Manhattan, Montana, a tax of one (1) mill shall be levied on the assessed valuation of the Town of Manhattan to support and maintain a free Public Library <sup>for the year 1953 - 1954.</sup>

SECTION 2. The Council shall appoint a person or persons to manage said Library and file with the Town Council at the end of each fiscal year, a statement accounting for the funds received and spent.

Passed by the Town Council of the Town of Manhattan, Montana and approved by the Mayor this 5th day of May, 1953.

*Geo E Wellhauer*  
Mayor

Attest:

*R. F. Muzzy*  
Clerk