**AGREEMENT FOR**

**THE PROVISION OF DISTRICT LIBRARY SERVICES**

**WITHIN THE ALLENTOWN DISTRICT**

**JULY 1, 2020 – JUNE 30. 2021**

**PARTIES TO THE AGREEMENT**

This agreement was negotiated by the District Executive Committee, which met on May xx, 2020.

The members of the District Executive Committee include:

|  |  |
| --- | --- |
| District Center Representatives  Member Library Representatives: | Renee Haines, District Administrator  Mark Sullivan, District Consultant  Member libraries are those public libraries that qualify for and participate in the State Aid Program administered by the State Library of PA.  Sandra Arden, Director, Public Library of Catasauqua  Veronica Laroche, Director, Coplay Public Library  Kara Edmonds, Director, Dimmick Memorial Library  Maryellen Kanarr, Director, Emmaus Public Library  Melissa Hawk, Director, Lehighton Memorial Library  Kathee Rhode, Director, Lower Macungie Library  Christine DeSousa, Director, Palmerton Area Library  Debbie Jack, Director, Parkland Community Library  Rosanne Pugh, Director, Slatington Public Library  Lynnette Saeger, Director, Southern Lehigh Public Library  Patty Vahey, Director, Whitehall Township Public Library |
| Office of Commonwealth Libraries Liaison | Stacey Mulligan, Library Development Advisors, Bureau of Library Development |

**APPROVAL PROCESS**

The District Executive Committee/District Advisory Council will recommend the agreement for consideration of the member libraries. The agreement must then be approved by the District Library Center and a majority of the member libraries. Upon ratification by the majority of the member libraries and subsequent approval by the Office of Commonwealth Libraries, the agreement will be in effect for all public libraries in the Allentown District for the term of the agreement.

Signatories to this agreement are the representatives of the District Library Center and the member libraries, with written approval of Office of Commonwealth Libraries.

**CONDITIONS**

This agreement is in effect from July 1, 2020, through June 30, 2021.

This agreement is predicated upon receipt of District Library Center aid in the amount of $283,512.

Modifications to the agreement may take place in the event of changes in state aid, unanticipated budget balances, or emergency needs and shall require all parties to agree to an amended service plan.

District funds are to be used to provide services, as described in this agreement, to the public libraries in the district, and all residents of the district.

District Center administrative fee of $0 is included in the proposed budget, not exceeding 5% of the appropriated funds, as provided by Governor’s Advisory Council (GAC) Guidelines, 2017.

**ADDITIONAL CONSIDERATIONS**

Member Libraries: Member libraries are those public libraries that qualify for and participate in the State Aid Program administered by the Office of Commonwealth Libraries. Member Libraries receive all district services.

Affiliate libraries are those public libraries located within the geographic boundaries of the District which do not qualify for or participate in the State Aid Program administered by the Office of Commonwealth Libraries. This includes Panther Valley Public Library, Weatherly Area Community Library, and Penn Kidder Library (should a branching with Dimmick Library not occur).

Affiliate libraries receive the following services: materials from Commonwealth Libraries (Summer Reading Club materials, posters, flyers, PA One Book materials, etc.) to be delivered at the District's expense; consultation by the District Center on matters of library policy by request; admission, by request, to continuing education opportunities provided by the District; patrons are eligible to purchase a library membership at the District Center Library. Residents of these areas are eligible to purchase a library card from, and for use at, the District Center Library.

**MEMBER LIBRARY RESPONSIBILITIES**

1. Comply with standards for public library services set by the Office of Commonwealth Libraries. Libraries unable to comply with the standards shall submit a resolution and completed waiver request from the library board to the Commissioner of Libraries and to the District Library Center Administrator, detailing areas of non-compliance and outlining remedial efforts to correct the non-compliance issue(s). If a library does not meet standards and fails to make a good faith effort to meet standards, then the District Library Center reserves the right to limit district services offered to that library.
2. File all annual reports, and other documents required by the Office of Commonwealth Libraries or the District Library Center in a timely manner.
3. Comply with procedures that may be required to receive district services.
4. Participate in the District Advisory Council, District Librarian meetings, and any other meetings provided or required by the district. Participate in district planning and review efforts as required.
5. Promote the use of District services to their customers.
6. Participate in state funded Power Library Network.
7. Participate in the Pennsylvania Statewide Library Card program (Access PA)
8. Abide by state and District requirements for interlibrary loan service (ILL)

**TERMS OF THE AGREEMENT**

1. The District Library Center will provide a District Consultant Librarian to advise member libraries; to act as a liaison between Member Libraries, the District Library Center and the Office of Commonwealth Libraries; and coordinate District-wide projects.

2. District funds received from the Office of Commonwealth Libraries will be administered by the District Library Center and deposited in a bank account separate from the District Library Center's operating account.

3. All District expenses, including those incurred by District Library Center employees, will be accounted for separately in the District Library Center's accounting system. All non-employee expenditures will be prepared for payment by the District Consultant Librarian.

4. District Library Center employees who provide District services will record such time separately from their normal duties, and the District Library Center will make those records available to Member Libraries upon request.

5. The District Library Center will provide monthly reports of District financial activity directly from the DLC's accounting system to the Member Libraries.

6. The District Library Center will provide Member Libraries with a correct report of prior year District expenditures prior to the time such report is required to be submitted to the Office of Commonwealth Libraries.

7. A copy of the District Library Center Director's Board approved job description, detailing and delineating District Administrator duties and responsibilities, will be provided to Member Libraries.

8. The District Library Center will administer Interlibrary Loan service for the District through the OCLC Interlibrary Loan Subsystem and SHAREit.

9. The District Library Center will continue to develop its print and non-print collections, maintain a large and diverse collection, and make this collection available and accessible to patrons of all District Libraries both through the Access PA program and through the staff of Member Libraries.

10. The District Library Center willmaintain a current professional collection that will be available to all Member Libraries.

11. The District Library Center will coordinate books-by-mail delivery service to patrons within the District who are blind or visually impaired, or who are unable to read or unable to use standard printed material due to physical limitations.

12. The District Library Center will provide daily Monday-Friday intra-library delivery service to each Member Library location, and will facilitate delivery of items returned to any Member Library to their home library within the District.

13. The District Library Center will provide reference staff at all Member Libraries with remote access to the subscription databases currently under contract at the Allentown Public Library which are accessible on Allentown’s website. This access is to be used by staff only for in-house purposes and not for unsupervised or in-home use by patrons.

14. The District Library Center Department Heads will be readily available for consultation and continuing education in their respective areas of responsibility.

15. The District Library Center Children's Department will facilitate quarterly meetings of Member Libraries' children and youth services staff.

16. The District Library Center will provide at least quarterly Continuing Education opportunities for Member Libraries, including staff and trustees, and will work with other local libraries and Districts and OCL to further expand opportunities. Member Libraries will have the opportunity to suggest topics for continuing education and efforts will be made to provide presentations on a wide range of topics.

17. District Library Center programs (with the exception of the children’s summer reading program) will be available to all residents of the District. This includes storytimes, book groups, and adult seasonal reading programs.

18. The District Library Center will negotiate and support discounted pricing for products and services agreed upon by the Member Libraries.

19. The District Library Center will maintain a District webpage (www.allentownpl.org/district) with information for Member libraries, including links to applicable forms, laws, etc.

20. Any unallocated or unspent funds identified prior to the end of the budget year will be expended in accordance with the decisions of a majority of the District Executive Committee.

**FAILURE TO PERFORM**

In the event that a member library or libraries feel that the District Library Center is failing to perform in accordance with the terms of this agreement, the procedure, as outlined in the **Guidelines for Negotiating Agreements for District Library Center Services**, as adopted by the Governor’s Advisory Council, January 10, 2017, shall be followed.

In the event that a member library fails to comply with the responsibilities listed above, the District Library Center, working in consultation with the Office of Commonwealth Libraries liaison, shall have the right to limit or suspend district services.

Provisions for the District Negotiated Agreement are found in §9301 Education Code (24 PA.C.S.) – Public Library Code, Act of Nov. 1, 2012, P.L. 0, No. 210 §9338 (c)(2) and §141.22(c) and “*Guidelines for Negotiating Agreements for District Library Center Services*”, as adopted by the Governor’s Advisory Council, January 10, 2017.

Public Library Code §9338 (c)(2):

(2) As part of the negotiated agreement, the district library center shall provide leadership, coordination and consultation to local libraries in the following areas:

* Continuing education for library staff.
* Library services to youth.
* Library services to special populations, including, but not limited to, individuals with disabilities, homebound individuals, the elderly and individuals who are deficient in basic literacy skills.
* Information technology and library automation.
* Orientation and training for boards of directors of local libraries, library systems and district library centers.

Pennsylvania Code §141.22 District library centers:

(c) Service. Service shall conform with the following:

(1) The library shall maintain a regular schedule of service which permits all residents and libraries of the district access to the materials and services of the district library center during not less than 64 hours weekly.

(2) Interlibrary reference and information service shall be available for at least the number of hours specified in subsection (c)(1) under the supervision of a librarian with at least a provisional certificate. Equipment for photoduplication and rapid communication to and from the district library center shall be available.

(3) Direct reference and information and community information and referral shall be available for at least the number of hours specified in subsection (c)(1) under the supervision of a librarian with at least a provisional certificate.

(4) Interlibrary loan service shall be provided to the libraries in the district in accordance with the most current edition of ‘‘Pennsylvania Interlibrary Loan Code.’’ The service shall be supervised by a librarian with a professional certificate and the assistance of appropriate support staff. Provision shall be made for obtaining materials which are not available at the district library center from the regional resource libraries and other libraries. Status Reports shall be available upon request.

(5) The library shall be responsible for developing an interlibrary delivery system using public transportation, special vehicles, or other means if existing public delivery services will not result in delivery within 1 week.

(6) The consultant staff, as provided in subsection (e)(2)(ii), shall visit each local library periodically and shall be responsible for providing professional library knowledge to local librarians and others by means of counselling and continuing education on all aspects of library service including but not limited to the following: (i) Materials selection and collection development, including weeding. (ii) Service to special groups. (iii) Modern library service, administration, library governance, finance. (iv) Inservice training of local library personnel and trustees. (v) Implementation and promotion of cooperation among local libraries. (vi) Provision of public relations programs and materials.

(7) The library shall develop cooperatively with member libraries and disseminate widely to the public, information about district library center services and the need for library services in the district.

**MEMBER LIBRARY ENDORSEMENT**

**OF**

**AGREEMENT FOR**

**THE PROVISION OF DISTRICT LIBRARY SERVICES**

**WITHIN THE ALLENTOWN DISTRICT**

**JULY 1, 2020 – JUNE 30, 2021**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of Library]* endorses the “Agreement for the Provision of District Library Services within the Allentown District, July 2020 – June 2021” and agrees to abide by its provisions.

Signature(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Library Director Date

AND/OR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board President Date