

# Monarch Library System Membership Agreement

Between the Monarch Library System  
And \_\_\_\_\_ Library

## Article I General

1. This agreement is entered into by and between the Board of the \_\_\_\_\_ Library and the Monarch Library System Board of Trustees.

## Article II Definitions

1. The Board of Trustees is the body established by the Boards of Supervisors of Dodge, Ozaukee, Sheboygan, and Washington Counties to provide and administer the Monarch Library System in accordance with Wisconsin Statutes. [Wis. Stat. 43.15 & Wis. Stat. 43.19].
2. The \_\_\_\_\_ Library Board is the body, established under Wisconsin Statutes [Wis. Stat. 43.54] which administers the \_\_\_\_\_ Library as an agency established by the \_\_\_\_\_ to provide public library service. [Wis. Stat. 43.52 & 43.53]
  - a. The term public library shall include municipal or joint libraries.
3. This agreement shall become effective \_\_\_\_\_ 20\_\_ and shall continue in force until superseded by a new agreement or until terminated.
4. This agreement may be altered or amended by approval of the system board and a 67% majority vote of system member libraries, provided that the text of the amendment(s) is made available to all member institutions sixty (60) days prior to the meeting at which the amendment(s) is to be decided.
5. Members will abide by the terms specified in the appendices which are binding to this agreement.
6. The shared services, provided by the system, utilized by member libraries is provided on a fee basis.
7. A system member is a library that has signed this system membership agreement and paid all associated fees.
8. The fees collected from member libraries annually in accordance with this document are understood to fund a part of any and all system services with the exception of ILS costs and can be found in appendix A.

### **Article III      Member Responsibilities**

IT IS THEREFORE AGREED ON THE PART OF THE \_\_\_\_\_ LIBRARY BOARD THAT THIS LIBRARY SHALL:

1. Be properly established under Wis. Stats. Ch. 43.
2. Be located in a county that participates with the Monarch Library System.
3. Be authorized by its governing body or board to participate in the public library system.
4. Enter into a written agreement with the library system to participate in the services, projects and activities of the library system's annual plan submitted to the Division for Libraries and Technology, and approved by the System Board.
5. Provide to any resident of the system area the same library services, on the same terms, that are provided to the residents of the libraries' municipality or municipalities subject to those exceptions established by statute, regulation, administrative rule, Department of Public Instructions/Division for Libraries and Technology Information Bulletin, attorney general's opinion, or judicial decision. This does not prohibit a member public library from giving preference to its residents for library group programs if the library limits the number of persons who may participate in the group program, or from limiting remote access to a library's electronic database to its residents.
6. Provide interlibrary loans of materials to local library patrons and to other member libraries when requested in concert with applicable interlibrary loan protocols as well as with extant agreements between the library and its vendors.
7. Employ a head librarian who is certified as a public librarian by the Department of Public Instruction and whose employment requires that he or she be present in the library for at least ten (10) hours of each week that the library is open to the public, less leave time. [Wis. Stat. 43.15(4)(c)6].
8. Annually be open to the public an average of at least twenty (20) hours each week. [Wis. Stat. 43.15(4)(c)7].
9. Annually spend at least \$2,500.00 on library materials. [Wis. Stat. 43.15(4)(c)8].
10. Have the director (or designated representatives) participate in the various library committees and councils which serve as a conduit to advise the System Board about the status and needs of and to make recommendations to the Library System Board.
11. Participate in any intersystem reciprocal borrowing agreements that the Library System signs with other library systems and follow appropriate exceptions if there is no intersystem reciprocal borrowing agreement with a library system [Wis. Stat. 43.14(10) and 43.27(11)].
12. File an annual report as specified by the Division for Libraries and Technology [Wis. Stat. 43.17(5)].
13. Provide upon request of the county clerk(s), access to all books and records used to determine the number of materials loaned to non-librarians residents of the county and the total number of materials loaned.
14. Plan for library services and activities using the standards for public libraries recommended by the Department of Public Instruction.

## **Article IV      Library System Responsibilities**

IT IS ALSO AGREED ON THE PART OF THE MONARCH LIBRARY SYSTEM BOARD THAT THE SYSTEM SHALL, AS STATED IN ITS ANNUAL PLAN:

1. Provide interlibrary loan service, interlibrary loan referrals to and from Library System libraries, and to and from the state interloan network.
2. Provide backup interlibrary loan service, reference referrals, and access to its specialized collections through a resource library.
3. Provide continuing education and training programs of system-wide interest and consultant services in selected areas for member library staff and trustees.
4. Provide an electronic information delivery system and a rapid and regular physical materials delivery system among member libraries in the Library System.
5. Provide agreements with adjacent library systems for member library participation in continuing education programs and other services of benefit to member libraries.
6. Promote and facilitate library service to patrons with special needs.
7. Plan cooperative activities with libraries in the library system which provide for the appropriate sharing of library resources and improved public library service.

## **Article V      Member Library Committee Responsibilities**

1. The system member directors, or if applicable, designated representatives, will participate in various councils and committees and shall attend all meetings to which they are appointed.
2. Standing library committees of the member libraries are the following:
  - a. Directors Council. This council shall have the authority to transact the necessary business of the system members in the management of the affairs of the system that are assigned to the libraries. All recommendations from the other committees will be decided before this body by a majority of a vote as noted in appendix B. Decisions may be appealed using the process outlined in appendix D and E.
  - b. ILS Committee. The ILS committee shall set policies, standards, and plans and oversee the development, implementation, and maintenance for the ILS.
  - c. Governance Committee. The governance committee shall set policies and standards, and oversee the development, implementation, and planning of all other non-ILS related areas.
  - d. Circulation Committee. Create procedures for consistency throughout the ILS with circulation of materials and patron records.
  - e. *Ad Hoc* Advisory Committees: Ad hoc committees shall consider appropriate matters, make reports to the Directors Council, and fulfill such other advisory functions as may be designated.

## **Article VI      Termination of Membership by the Library**

1. Any member may terminate its system membership by providing written notice to the system board prior to June 1<sup>st</sup> of a given calendar year. Said termination shall be effective January 1<sup>st</sup> of the following year.
2. A member terminating its membership shall do so according to a schedule mutually agreed upon by the member library and the system director prior to the following January 1<sup>st</sup>.
3. A member terminating its participation shall not cast votes during their remaining time of membership on issues having future budget impact.
4. The member terminating its participation shall be liable for all fees pertaining to being a member as of the beginning of the year and all payments made will not be refunded and shall remain the property of the system.
5. A library that has terminated its membership shall have no claim on, or rights or obligations with respect to any property provided that the property described above shall remain the property of the withdrawing library.
6. The Monarch Library System shall have no claim on, or rights or obligations with respect to any local equipment, software, or assets owned by any library terminating its membership or any substitutions, replacement, or improvements thereto provided that the property described above shall remain the property of the system.

## **Article VII    Termination of Membership by the System**

1. Membership in the system may be terminated for cause and will require the approval of the system board and a 67% majority vote of the member libraries. Such cause is limited to failure to pay related debts owed to the system or failure to adhere to the terms of this agreement or other stated policies.
2. A minimum of one (1) year notice must be given to a member that is to be terminated for cause. Notice must be given in writing by the system board to the board of the member library to be terminated.
3. The Monarch Library System shall have claim on any debts or fees owed it by the member so terminated.
4. In all other respects the termination of membership by the System Board and the Directors Council shall be handled according to the provisions listed above.

Representing the Monarch Library System

---

Board President

---

System Director

---

Date

Representing the Library

---

Board President

---

Library Director

---

Date

## Appendix A System Member Fees

E-Content. The total cost of usage-based digital content provided each year is divided by a simple per-capita calculation using the most recent ten-year population census for the city, village, or township in which the library resides.

OCLC/ILS/ILS Replacement/ILS Admin. The total cost of these provided services shall be distributed according to library size when dividing the associated costs for these platforms. Each library shall be responsible for the number of shares determined by the tier it is assigned using the following model:

1. A Grade 1 library (libraries with populations of 6,000 or more persons) is tier 3 and has 3 shares.
2. A Grade 2 library (libraries with populations of 3,000-5,999 persons) is tier 2 and has 2 shares.
3. A Grade 3 library (libraries with populations of up to 2,999 persons) is tier 1 and has 1 share.

The total cost for the service shall then be divided by the total number of shares and distributed accordingly.

- **NOTE:** ILS costs only applies if the member has signed the ILS membership agreement.
- **NOTE:** These fees structures are taken from the ELSL/MWFLS merger committee final recommendation report and can be found on page 3-4 and in appendix D of the document.

## Appendix B System Member Voting Structure

The Directors Council will operate by a consensus governance model.

When it is not possible or feasible to reach consensus, the Directors Council will use a weighted voting model based on a reverse of the state libraries certification levels, which are based on population.

1. A Grade 1 library (libraries with populations of 6,000 or more persons) is tier 3 and has 3 shares.
2. A Grade 2 library (libraries with populations of 3,000-5,999 persons) is tier 2 and has 2 shares.
3. A Grade 3 library (libraries with populations of up to 2,999 persons) is tier 1 and has 1 share.

A threshold of 75% of total weighted votes must be reached for approval of an item that does not reach general consensus which, of necessity, will require a minimum support of more than half of the libraries in the system.

- **Note:** The voting structure is taken from the ELSL/MWFLS merger committee final recommendation report and can be found in appendix D of that document.

## **Appendix C Technology Responsibilities**

Monarch Library System staff may recommend technology purchases to standardize library system services. System-wide technology purchases may be funded by the Monarch Library System, by the libraries, or by a combination of both the Monarch Library System and the libraries. Any recommendations that include member library costs will be voted on by the Directors Council.

On or before July 1<sup>st</sup> of each year, member libraries will be informed of costs associated with any Monarch Library System technology-related purchases for the following year. The purchases may be made by the Monarch Library System before the following year; however the member libraries will not be invoiced until January 1<sup>st</sup> of the following year, with total payment due from the member library within sixty {60} days.

Member libraries are expected to respond to requests and participate in technology-related upgrades to hardware and software by the deadlines stated in Monarch Library System office communication about such work. Libraries opting out of recommended upgrades to hardware and software may experience a reduced level of technology support.

Member libraries will designate a staff member to communicate with Monarch Library System staff in regards to technology-related purchases and upgrades. This library staff member will be the library director or his/her designee.

## **Appendix D Appeal Process**

The appeal process begins when the appeal form (appendix E) is completed and submitted to the Directors Council. The Directors Council shall also respond to the member(s) making the appeal in writing, addressing the issue within thirty {30} days of receiving the notice. If the appellant is still dissatisfied with the decision after the appeal has been heard by the Directors Council, the matter can be referred to the system director to be heard by the System Board for a final decision.

## Appendix E Appeal Form

Member Library(s); \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of person(s) filing the appeal: \_\_\_\_\_

1. To what decision of the Directors Council do you object?

- *Be specific: Cite the motion, action, and date (attach additional pages or documentation as needed).*

2. *What is the reason you are appealing this decision?*

- *Be specific: How does the decision affect your library? How does it affect other libraries?*

3. *Did you attend the meeting at which the decision under appeal was made?*

4. *If not, did you assign a proxy and instruct the proxy how to vote on your behalf?*

5. *What would you recommend as a resolution to the disagreement to this decision?*

Signature(s); \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Directors Council: \_\_\_\_\_