

# MEMORANDUM OF UNDERSTANDING

OCT 10 2008

This Memorandum of Understanding (MOU) is made this 3<sup>rd</sup> day of September, 2008, between the Portland School Committee (the "School Department"), and the Portland Public Library (the "Public Library").

## 1. PURPOSE

The purpose of this MOU is to establish the foundation for a collaborative partnership between the School Department and the Public Library to operate a joint school and public library in the East End Elementary Community School.

The East End School Library seeks to serve as a hub and a laboratory of community activity where simultaneous multigenerational use and presence could inspire respect for the lives of school and community. The EECS library strives to be a national model for public and school Library collaboration.

The new library facility, to be named by joint agreement of the parties, shall be open in the same manner as any other school library for use by students and staff at the East End Elementary Community School during school hours, and will also be open to the public during specified hours. The library will generally be operated consistent with the standards established by the School Department and the Public Library for their respective library facilities in terms of hours of operation, staff qualifications, materials, selection guidelines, and circulation policies.

## 2. DESCRIPTION OF FACILITY

The library facility subject to this MOU includes a primary library area of approximately 4,000 square feet with an entrance from the main school lobby in addition to the use of an adult reading area, workroom for staff, restroom, and computer hub. There will be sufficient parking facilities for public and school use, and seating appropriate for all users including students, staff and the general public, and appropriate exterior and interior signage designating the location of the library and hours of service for public and school times.

### 3. COSTS OF OPERATION

A. Building costs. The School Department shall be responsible for maintaining the physical facility, including but not limited to all heating, ventilation and air-conditioning equipment; plumbing; carpeting; interior and exterior paint, as applicable; built-ins, lounge appliances and parking lot areas. The school department shall also be responsible for providing custodial services and utilities costs for the facility including the cost of electricity, water, sewer and telephone service.

B. Furnishings, Equipment and Supplies. To the extent feasible, furnishing and equipment for the facility will be provided through the use of existing items belonging to the School Department or the Public Library. To the extent that the purchase of new items is required, the School Department and the Public Library shall confer in good faith to determine the appropriateness of specific purchases and to allocate responsibility for the acquisition, maintenance and repair of the items that either party provides at the outset or agrees to purchase.

C. Ownership; Insurance. Notwithstanding the joint nature of the library, the School Department and the Public Library shall each retain title to and be responsible for insuring, maintaining, repairing and replacing all equipment and furnishings that each has either provided or purchased pursuant to this MOU. The School Department and the Public Library shall each also be responsible for providing their own liability insurance for their respective operations.

### 4. STAFFING

A. Library Staff: All staff employed by the Public Library shall be employees solely of the Portland Public Library, which shall be solely responsible for all Federal and State tax, unemployment compensation, worker's compensation, and other employment obligations with respect to those employees. Portland Public Library employees shall under no circumstances be considered to be employees of the Portland School Department for any purpose whatsoever.

B. School Department Employees: All staff employed by the School Department shall be employees solely of the Portland School Department, which shall be solely responsible

for all Federal and State tax, unemployment compensation, worker's compensation, and other employment obligations with respect to those employees. Portland School Department employees shall under no circumstances be considered to be employees of the Portland Public Library for any purpose whatsoever.

C. Positions: It is anticipated that staff employed by the Public Library shall include, but not be limited to, the Head of the Youth Services Department, a Senior Library Technical Assistant, Library Technical Assistants, other staff, and volunteers. Staff employed by the School Department are expected to include, but not be limited to, a Library Media Specialist, a Library Educational Technician, and Student Library Volunteer Aides. It is understood that School Department staff are not expected to assume public library responsibilities in the absence of Library staff, and Library staff are not expected to assume school library responsibilities in the absence of school library staff.

D. Administration: The Principal of the East End Elementary Community School is the Building Manager, ultimately responsible for the facility as a whole. Day-to-day operations of the library itself shall be jointly supervised by the Library Media Specialist employed by the School Department and the Head of the Youth Services Department employed by the Public Library. The head of Branch and Outreach Services shall serve as liaison for facility matters.

E. Staffing Approval: Notwithstanding the fact that Public Library staff are employees only of the Portland Public Library, the parties recognize that those employees will be housed in a public school building. Accordingly, the Public Library shall at all times insure that its employees and volunteers shall comport themselves in a manner so as not to violate any school policies or regulations or interfere in any way with the operations of the school as a whole. Both parties will seek to involve each other in the search process for vacancies being filled in the joint library. If the principal has employee or volunteer concerns, those will be forwarded to the Superintendent of Schools and the Public Library Executive Director for immediate consideration.

5. **LIBRARY SERVICES AND PROGRAMS**

Library services provided to the public by the Public Library and to students and staff by the School Department library shall be designed to complement and enhance each other. The parties agree to consult each other on an ongoing basis in order best to coordinate their respective services, and to discuss any new services that may impact the joint library prior to implementation of the services. Generally, the services to be provided are as follows:

A. Service to the School: Library service to East End School students, teachers, and staff during the school-use hours shall be provided primarily by staff hired by the School Department. Services may include, but are not limited to, helping students find and borrow materials, conducting story hours, collaborative teaching of research skills and units, filling teacher requests, school curriculum collection development, design of information literacy curriculum, and integrating use of library materials into classroom curriculum units. The frequency and content of programs, services and class visits provided for East End Community School students during School-Only Hours and Joint-Use Hours shall be consistent with programs in other Portland elementary schools

B. Service to the General Public: library service to the general public shall be provided primarily by staff hired by the Public Library. The primary goal is to provide access to materials and information to all users through readers' advisory and reference services, lending and borrowing services and public library programs. The Public Library shall determine the frequency and type of programs and services provided during the public hours. Public library programming during joint use hours shall be offered at times agreed to by the Joint Library Council.

6. **LIBRARY OPERATIONS**

A. The Executive Director of the Public Library and the Superintendent of Schools shall jointly be responsible for the efficient and effective operation of the joint library. The Joint Library Council shall consist of principal, school librarian, head of the public library youth

services department, and the public library's onsite senior library technical assistant, and shall be responsible for recommending a Joint Operating Plan containing specific operational policies and guidelines to the Executive Director and the Superintendent for their approval. Generally, the parties expect the Library to operate as follows, subject to ongoing modifications to the Joint Operating Plan:

1. Calendar: Prior to the end of each fiscal year, the joint staff shall submit to the Joint Library Council for approval by the Director and the Superintendent a proposed calendar of library days, School Department and Public Library holidays and any changes to hours of operation.
2. Library Access
  - a. School Hours: students, teachers and staff will have access to the library during the entire school day. Students will have limited access to the adult section, as determined by school staff.
  - b. Joint-Use Hours: the Library shall be shared by the public, the school students and staff, as well as all the employees of the School for a period mutually agreed to by both parties.
3. Public Hours: the Public Library shall be available to the public during non-school hours as designated by the public library.
4. Hours of Operation: The hours of operation of the facility shall be in accordance with the hours of operation of the elementary school and with the hours of operation of the public library, as established yearly.
5. Photocopying and printing: Photocopying for the public will be governed by the rules of the Public Library, while photocopying for the students and staff for school business will be governed by School Department policies.

6. Fines and Costs:
  - a. Public Library policies for all fines, overdues and replacement costs shall apply to public patrons of the Public Library.
  - b. School Department policies for fines, overdues and replacement costs will apply to students and staff during the school day.
7. Displays and Exhibits: School staff and public library staff shall work together to determine the placement of materials in display cases, on shelf tops and on the wall surfaces through the library.
8. Networking and Computers:
  - a. All networking capabilities available to the school district will also be made available to the Public Library. Both the Portland Public Library network and the Portland School District network will be available.
  - b. The Public Library's Innovative Interfaces Incorporated System will be used for recording circulation transactions by both the School Library and Public Library. The School's Spectrum Catalog system will be maintained and available as a teaching and finding tool.
  - c. The School Department and the Public Library shall each maintain its own hardware and software.
  - d. Wiring is the responsibility of the School Department.
9. Costs:
  - a. Each party shall maintain records of and be responsible for its own operating costs.
  - b. As part of each party's annual budget planning process, the Library

Media Specialist and the Head of Branch/Outreach Services shall recommend agreed-upon levels of fiscal support for the Library.

10. Loan of Library Materials:

- a. Loan of library materials shall be governed by each party's policies. However, confidentiality of student (excepting East End Community School students) and public borrowing records in the Public Library's lending system will be maintained as is required of Maine public libraries under MRSA Title 27 Section 121.
- b. School library materials will be circulated to the public as much as possible.
- c. Public Library materials are for use by all users.

7. **MATERIAL COLLECTIONS**

A. Ownership; separate collections. Since there are two distinct collections, each collection will reflect the missions of the owning party. All materials will be accounted for in the appropriate computer system and distinctively marked in such a way as to determine which party has purchased them.

Each party will own any and all personal property it purchases pursuant to the terms of this MOU. All such personal property shall be used in the performance of this MOU. Upon the expiration of this MOU, or upon termination each of the parties shall be entitled to the exclusive possession and control of the personal property and may use or dispose of it as it sees fit.

Each party will agree to the location of the various collections in the library.

B. Selection: The school library collections shall be selected by the School Library Media Specialist and the public library collections shall be selected by the public library staff. The two parties will collaborate in this process.

C. Access: See 10 above.

D. Acquisition, Cataloging and Processing: The School Department shall pay for all school materials and the Public Library for all public library materials including, cost, processing and supplies. Each party shall maintain records of expenditures for materials for the library and, if needed, share this information with the other party.

E. Collection: The collection will consist of the portions of the East End Community School Library collection, plus the substantial portion of the Children's Collection from the Main Library.

F. Complaints and Requests for Reconsideration: Complaints and requests for reconsideration will be handled by each purchaser according to their individual policy guidelines.

G. Weeding and Discarding: Weeding and discarding of materials will be handled by each party according to their individual policy guidelines and in consultation with each other when appropriate.

H. Gifts: Donated cash or items will be reviewed by the Library Media Specialist if they are given to the school library and the Branch Manager (in consultation with the Head of Branch Services) for inclusion in the public library collection.

I. Internet and Electronic Resources: Access to the Internet on computers in the library during school-use only and joint-use hours shall be in accordance with the School District internet policy. The public library will filter all of its internet computers at East End, in accordance with the public library policy, which requires filtering all of its children's internet computers at the Main Library.

8. **TERM**

This MOU shall extend for a period of two (2) years beginning July 1, 2008 and terminating on June 30, 2010. Thereafter, it may be further extended for such periods of time and on such terms as are mutually agreeable to both parties.

9. **EARLY TERMINATION**

This MOU may be terminated, without any requirement of cause, prior to its expiration by either party at its discretion upon at least six (6) months prior written notice to the other party or by the mutual consent of both parties.

9/4/08  
Date

PORTLAND SCHOOL DEPARTMENT

By: James W. Hicker  
Superintendent of Schools

9/17/08  
Date

PORTLAND PUBLIC LIBRARY

By: Steph Pordy  
Executive Director

Approved by Portland School Committee: September 3, 2008

Approved by the PPL Board of Trustees: September 17, 2008