

2018-2021 AGREEMENT FOR COMMUNITY LIBRARY LIAISON

This is an agreement for a Community Library Liaison service between the City of Waukesha Public Library (Waukesha Public Library, or WPL), located at 321 Wisconsin Avenue, Waukesha, Wisconsin, and the School District of Waukesha (SDOW), located at 222 Maple Avenue, Waukesha, Wisconsin, 53186.

Whereas, WPL and SDOW share a mutual mission to educate the citizens of Waukesha, and

Whereas, WPL and SDOW serve many of the same people, and

Whereas, WPL and SDOW could realize more efficient use of shared tools and resources used by each organization, and

Whereas, WPL and SDOW, by mutual agreement, wish to create a full-time position that will service both entities, and

Whereas, the purpose of the agreement is to hire a shared professional Librarian to deepen learning opportunities for students, teachers, and parents via shared resources, digital access, and outreach services, and

Now, therefore be it resolved that in consideration of the mutual covenants set forth herein,

THE PARTIES AGREE AS FOLLOWS:

- SCOPE of SERVICES.** WPL agrees to hire, train, and equip a full-time degreed Librarian to provide services to both the School District of Waukesha and the Waukesha Public Library. The Librarian, to be known as the Community Library Liaison, shall split time between the schools of the School District, the public library, and other outreach sites to be determined. WPL shall administer performance reviews of the Community Library Liaison with substantial input from the School District of Waukesha. WPL agrees to provide office space, computer equipment, phone service, training, and standard City of Waukesha benefits for the Community Library Liaison. The duties of the Community Library Liaison shall be rendered at the WPL, at the schools of the SDOW, or in other locations that meet Library and School goals as agreed upon between the parties.
- TERM.** The term of this agreement is April 1, 2018, through the end of the school year, 2021. The agreement may be extended by the mutual, written agreement of the parties.
- COMPENSATION AND PAYMENT.** The School District of Waukesha shall reimburse the Waukesha Public Library for the full-time salary, not including fringe benefit costs, for the position of the Community Library Liaison. For this agreement, the annual cost for the services provided by the Community Library Liaison as described in this agreement is **\$51,403** for 2018. This amount is mutually agreeable as representing the total cost of salary for this position. The School District of Waukesha shall make an annual payment upon receipt of the invoice. The Waukesha Public Library shall be responsible for all employee benefits, estimated to be around \$38,430 annually. The Waukesha Public Library remains the employer of the Community Library Liaison and

51 shall therefore approve vacation or other time off, but shall do so only after consultation
52 with the School District of Waukesha.

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54 Should there be a variance in the salary or benefits of the Community Library Liaison
55 during the contract year due to city council action on personnel costs, the Waukesha
56 Public Library Board may seek an amendment to this contract by providing
57 documentation of city council action within 30 days of that action.

58
59 In subsequent years of the agreement, the parties shall determine the cost for maintaining
60 the position for the calendar year 2019 no later than November 1, 2018, and shall
61 determine annual compensation by using the most current WPL salary
62 schedules/estimates.

- 63
64 4. **TERMINATION.** Either party may terminate this agreement for any reason by giving
65 90 days written notice to the other party. If this agreement is terminated, WPL shall
66 refund a prorated portion of any payment made by the School District of Waukesha
67 pursuant to paragraph 3 above for services paid for but not rendered.
- 68
69 5. **EMPLOYMENT STATUS.** The parties agree that the Community Library Liaison shall
70 perform services as an employee of Waukesha Public Library and not as an employee of
71 the School District of Waukesha. The Community Library Liaison shall remain an
72 employee of the WPL for all purposes. The employment and personnel policies of the
73 City of Waukesha and WPL shall prevail as they relate to the System Administrator's
74 employment. WPL and the City of Waukesha shall maintain and be responsible for
75 worker's compensation insurance and payments to the current system manager.
- 76
77 6. **AGREEMENT.** This document contains the entire agreement between the parties. It
78 may not be modified except by written agreement signed by the duly authorized agents of
79 the parties.
- 80
81 7. **COSTS OF ENFORCEMENT.** The parties agree that in the event legal action is
82 necessary to enforce any term or condition of this Contract, then the breaching party will
83 pay the non-breaching party's costs incurred in such legal action, including actual
84 attorney fees. If judgment is taken against the breaching party, then such actual costs of
85 enforcement will be added to the non-breaching party's judgment.
- 86
87 8. **SEVERABILITY.** If any term of this Contract is unenforceable under law for any
88 reason, then to the extent the unenforceable term can be severed from the remainder of
89 this Contract without affecting the enforceability of the remainder of this Contract or
90 substantially frustrating its purpose, it shall be so severed, and the remainder of this
91 Contract shall remain in effect and enforceable.
- 92
93 9. **GOVERNING LAW AND JURISDICTION.** This Contract will be construed and
94 enforced according to the laws of Wisconsin. The parties agree that if a lawsuit is
95 necessary with respect to this Contract, it will be filed in the Circuit Court for Waukesha
96 County, Wisconsin. The parties consent to personal jurisdiction in Wisconsin, and waive
97 all jurisdictional defenses.
- 98
99 10. **CORPORATE AUTHORIZATION.** The individuals executing this Contract on behalf
100 of the Parties represent that they are duly authorized to bind the Parties contractually.
101 The Parties represent that the execution of this Contract is not prohibited by the Parties'

102 articles of incorporation, by-laws or other internal operating orders, or by any applicable
103 law, regulation or court order. The Parties shall provide proof upon request.
104

105
106 IN WITNESS HERETO, the duly authorized agents of the parties affix their signatures.
107

108 NAME: DATE OF SIGNING:

109 SCHOOL DISTRICT OF WAUKESHA
110

111
112 By _____
113 President
114

115
116 Attest _____
117 Secretary
118

119
120 NAME: DATE OF SIGNING:

121 WAUKESHA PUBLIC LIBRARY
122

123
124 By _____
125 President
126

127
128 Attest _____
129 Secretary
130