

1 2021-2024 AGREEMENT FOR  
2 COMMUNITY LIBRARY LIAISON  
3

4 This is an agreement for a Community Library Liaison service between the City of Waukesha  
5 Public Library (Waukesha Public Library, or WPL), located at 321 Wisconsin Avenue,  
6 Waukesha, Wisconsin, and the School District of Waukesha (SDW), located at 222 Maple  
7 Avenue, Waukesha, Wisconsin, 53186.  
8

9 **Whereas**, WPL and SDW share a mutual mission to educate the citizens of Waukesha, and  
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11 **Whereas**, WPL and SDW serve many of the same people, and  
12

13 **Whereas**, WPL and SDW could realize more efficient use of shared tools and resources used by  
14 each organization, and  
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16 **Whereas**, WPL and SDW, by mutual agreement, wish to create a full-time position that will  
17 service both entities, and  
18

19 **Whereas**, the purpose of the agreement is to hire a shared professional Librarian to deepen  
20 learning opportunities for students, teachers, and parents via shared resources, digital access, and  
21 outreach services, and  
22

23 Now, therefore be it resolved that in consideration of the mutual covenants set forth herein,  
24

25 THE PARTIES AGREE AS FOLLOWS:  
26

- 27 1. **SCOPE of SERVICES.** WPL agrees to hire, train, and equip a full-time degreed  
28 Librarian to provide services to both the School District of Waukesha and the Waukesha  
29 Public Library. The Librarian, to be known as the Community Library Liaison, shall split  
30 time between the schools of the School District, the public library, and other outreach  
31 sites to be determined. WPL shall administer performance reviews of the Community  
32 Library Liaison with substantial input from the School District of Waukesha. WPL agrees  
33 to provide office space, computer equipment, phone service, training, and standard City  
34 of Waukesha benefits for the Community Library Liaison. The duties of the Community  
35 Library Liaison shall be rendered at the WPL, at the schools of the SDW, or in other  
36 locations that meet Library and School goals as agreed upon between the parties.  
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- 38 2. **TERM.** The term of this agreement is July 1, 2021 through June 30, 2024. The  
39 agreement may be extended by the mutual, written agreement of the parties.  
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- 41 3. **COMPENSATION AND PAYMENT.** The School District of Waukesha shall be  
42 responsible for the salary costs of this position up to a maximum of \$55,000 per year.  
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44 The School District of Waukesha shall make an annual payment upon receipt of the  
45 invoice. The Waukesha Public Library shall be responsible for all employee  
46 compensation costs beyond the School District of Waukesha's portion outlined above.  
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48 The Waukesha Public Library remains the employer of the Community Library Liaison  
49 and shall therefore approve vacation or other time off, but shall do so only after  
50 consultation with the School District of Waukesha.  
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- 52
- 53 4. **TERMINATION.** Either party may terminate this agreement for any reason by giving
- 54 90 days written notice to the other party. If this agreement is terminated, WPL shall
- 55 refund a prorated portion of any payment made by the School District of Waukesha
- 56 pursuant to paragraph 3 above for services paid for but not rendered.
- 57
- 58 5. **EMPLOYMENT STATUS.** The parties agree that the Community Library Liaison shall
- 59 perform services as an employee of Waukesha Public Library and not as an employee of
- 60 the School District of Waukesha. The Community Library Liaison shall remain an
- 61 employee of the WPL for all purposes. The employment and personnel policies of the
- 62 City of Waukesha and WPL shall prevail as they relate to the System Administrator's
- 63 employment. WPL and the City of Waukesha shall maintain and be responsible for
- 64 worker's compensation insurance and payments to the current system manager.
- 65
- 66 6. **AGREEMENT.** This document contains the entire agreement between the parties. It
- 67 may not be modified except by written agreement signed by the duly authorized agents of
- 68 the parties.
- 69
- 70 7. **COSTS OF ENFORCEMENT.** The parties agree that in the event legal action is
- 71 necessary to enforce any term or condition of this Contract, then the breaching party will
- 72 pay the non-breaching party's costs incurred in such legal action, including actual
- 73 attorney fees. If judgment is taken against the breaching party, then such actual costs of
- 74 enforcement will be added to the non-breaching party's judgment.
- 75
- 76 8. **SEVERABILITY.** If any term of this Contract is unenforceable under law for any
- 77 reason, then to the extent the unenforceable term can be severed from the remainder of
- 78 this Contract without affecting the enforceability of the remainder of this Contract or
- 79 substantially frustrating its purpose, it shall be so severed, and the remainder of this
- 80 Contract shall remain in effect and enforceable.
- 81
- 82 9. **GOVERNING LAW AND JURISDICTION.** This Contract will be construed and
- 83 enforced according to the laws of Wisconsin. The parties agree that if a lawsuit is
- 84 necessary with respect to this Contract, it will be filed in the Circuit Court for Waukesha
- 85 County, Wisconsin. The parties consent to personal jurisdiction in Wisconsin, and waive
- 86 all jurisdictional defenses.
- 87
- 88 10. **CORPORATE AUTHORIZATION.** The individuals executing this Contract on behalf
- 89 of the Parties represent that they are duly authorized to bind the Parties contractually.
- 90 The Parties represent that the execution of this Contract is not prohibited by the Parties'
- 91 articles of incorporation, by-laws or other internal operating orders, or by any applicable
- 92 law, regulation or court order. The Parties shall provide proof upon request.
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105 IN WITNESS HERETO, the duly authorized agents of the parties affix their signatures.  
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109 **SCHOOL DISTRICT OF WAUKESHA**

110  
111 By:  4/15/21  
112 Superintendent Date  
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114  
115 Attest:  4/13/21  
116 CFO Date  
117  
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120  
121 **WAUKESHA PUBLIC LIBRARY**  
122

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125 By: \_\_\_\_\_  
126 President Date

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128  
129 Attest: \_\_\_\_\_  
130 Secretary Date

131  
132  
133 SDW Board Approved – 04.14.21