

Organizational Agreement for the North Country Library Cooperative

PREAMBLE

In accordance with the provisions of the Minnesota Statutes §134.351 - §134.354 (suppl.1979) the North Country Library Cooperative is hereby established.

1.0 PURPOSE

“The purpose of the multi-county multi-type library cooperation program is to encourage and develop the sharing of resources among all types of libraries within a multi-county area, resulting in improved services for users of all participating libraries.” (LDS Fact Sheet, August, 1980)

In the spirit of the purpose stated above, the organization of the North Country Library Cooperative (NCLC) is based on the concept of “universal access;” that is, the resources of all Libraries in the region should be shared to the greatest possible extent with all users of the region.

Universal access in no way implies that any library will be required to alter its current circulation policy or rules any more than it does now for interlibrary loaned materials, but it does imply that each library will treat all users, local and regional, as consistently as possible in accordance with its own policies, while still recognizing its primary responsibility to its own users.

As a matter of principle, the network exists to *improve* library access. If improvement in access to one group of users results in reduced access for another group of users, then the purpose of the North Country Library Cooperative is not being served.

2.0 ELIGIBILITY FOR MEMBERSHIP IN NCLC

Only libraries meeting the definition of a “library” as described in paragraphs 2.1 are eligible for membership in the North Country Library Cooperative.

2.1 DEFINITION OF LIBRARY

A “library” is an agency having a bibliographically organized collection of materials such as books, periodicals, pamphlets, maps, films, audio tapes, audio discs or other audiovisual materials, such collection available to users for reference information and , under a circulation control system, available for reading, listening, and/or viewing, and staffed with identified and trained personnel to assist users in locating and securing materials and information.

2.2 TYPES OF LIBRARIES

All libraries in the North Country Library Cooperative shall be categorized into one of the following four types of libraries: academic library, public library, school library or media center, and special library. Definitions for each category of library are given below.

A. Academic Library

An academic library is any library which is organizationally part of a post secondary education institution.

B. Public Library

A public library is any library that provides free access to all residents of a city or county without discrimination, receives at least half of its financial support from public funds and is organized under the provisions of chapter 134 or section 375.33. It does not include libraries

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such as law, medical, school, or academic libraries organized to serve a special group of persons, or libraries organized as a combination of a public library and another type of library.

C. School Library or Media Center

A school library or media center is a school media program for preschool through twelfth grade which is organized to implement the curricular goals and objectives of the school district or organization and provides an instructional program for students and staff in the utilization of media.

D. Special Library

A special library is a library which is part of a larger organization; its services are determined by the objectives of the sponsor and the collections of the library is delimited by the subject areas of particular interest of the sponsor. Special libraries are differentiated from other libraries by their emphasis on the information function. The traditional goal of special libraries has been, and continues to be, providing information for immediate and

utilitarian

purposes. They are units of larger organizations such as private business and industrial organizations, banks, insurance companies, advertising agencies, publishers, drug manufacturers, petroleum producers, and engineering firms. A number of special libraries are in nonprofit institutions such as hospitals and museums.

2.3 PARTICIPATING LIBRARY

A participating library is any library which has adopted an organizational agreement with the North Country Library Cooperative.

2.4 GEOGRAPHIC REQUIREMENTS FOR ELIGIBILITY

Only libraries located in the geographic region of northeastern Minnesota which includes the counties of Cook, Lake, St. Louis, Carlton, Itasca, Koochiching, and Lake of the Woods are eligible for membership in the North Country Library Cooperative.

2.5 PUBLIC LIBRARY REQUIREMENT FOR MEMBERSHIP

Each public library participating in the North Country Library Cooperative shall also participate in the Arrowhead Library System, and a public library which has remained independent of Arrowhead Library System shall not participate in the North Country Library Cooperative.

2.6. OTHER COOPERATIVE AGREEMENTS

Libraries participating in the North Country Library Cooperative shall not be prohibited from entering into other cooperative agreements, networks, or consortia or contracts with other libraries or groups of libraries for service, and membership with other libraries or groups of libraries for service shall not restrict membership in North Country Library Cooperative.

3.0 TERMINATING MEMBERSHIP BY A PARTICIPATING LIBRARY

Any participating library may terminate its membership in the North Country Library Cooperative at any time by so stating in a letter to the Director of the North Country Library Cooperative at least one month in advance.

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3.1 TERMINATING MEMBERSHIP BY NCLC BOARD ACTION

The Governing Board of the North Country Library Cooperative reserves the right to terminate the membership of any NCLC participating library if a participating library fails to abide by the provisions and requirements of the organizational agreement. A 2/3 majority by roll call vote of the Governing Board is required for expulsion.

3.2 RETURN OF MATERIALS

When a participating library's membership in NCLC terminates for whatever reason, the library agrees to immediately return all materials, items and equipment provided to it through NCLC auspices and agrees to return all materials, items, and equipment borrowed from other participating libraries.

3.3 DISCLAIMER CLAUSE

When a participating library's membership in NCLC terminates for whatever reason, it can make no claim against NCLC.

4.0 MAINTENANCE OF EFFORT

- A. Participation in the North Country Library Cooperative does not diminish the responsibility of the appropriating authority of each participating library to provide adequate financial support to meet current and ongoing needs. Where evidence suggests that an appropriating authority is providing inadequate financial support or has reduced financial support because a library is participating in North Country Library Cooperative, the NCLC Governing Board shall investigate and determine whether or not the participating library shall have its membership terminated. The Governing Board shall use as its standard of measurement for maintenance of effort the standards required for participation in Federal grant programs for which the libraries might be eligible.
- B. Recognizing that cooperative service is intended to be a supplementary library resource and that each library has as its major responsibility service to its primary clientele, each participating library shall expect to fill at least 90-95 % of its own users' requirements for materials and information from its own resources, and participating libraries shall expect to fill no more than 5-10% of its own users' requirements from materials and information through NCLC services.

5.0 SERVICES OF THE NORTH COUNTRY LIBRARY COOPERATIVE

Although all NCLC services are dependent upon adequate funding, the North Country Library Cooperative shall provide the following services to the greatest extent possible with funds granted for NCLC operation:

A. Communications

NCLC shall maintain a low cost telephone service so member libraries may call for consultation. E-mail addresses shall be maintained for communication with staff and for interlibrary loan requests. A regularly scheduled newsletter will be used to disseminate information useful to members. NCLC will maintain a directory with information about member libraries.

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B. Resource Sharing

NCLC will contract for Reference Service to provide access for its members. Requests are to be made to the NCLC office which will then channel them to the appropriate place for fulfillment. ILL protocols developed with input by member libraries will be communicated to and followed by NCLC member libraries. Reasonable photocopy costs to fill requests will be covered by NCLC within the NCLC budget limitations.

C. Delivery

NCLC will act as billing agent for the NEMIDS (Northeast Minnesota Information Delivery Service) which was developed to provide delivery service for those willing to pay for direct delivery. Delivery costs for ILL items are to be borne by the borrowing and lending libraries.

D. Long Range Planning

NCLC will act as a facilitator for members to plan for the direction of library services in the region and in concert with the state library agency for the state plan as well as plan for use of state LSTA funds.

E. Continuing Education

NCLC will seek out and provide continuing education opportunities (workshops, programs) for its members.

6.0 SHARING OF RESOURCES - PROTOCOL

When libraries share resources with other libraries, it is imperative that certain principles be followed so that continued goodwill exists over time. NCLC participants shall be guided by the following principles:

- A. As a general rule of protocol, a library generally borrows first from a library in its same geographic area. Regional resources should be exhausted before going on to state resources. State resources should be exhausted before going on to other areas.
- B. Participating libraries shall generally not request items less than one year old from other libraries since most libraries want to circulate new materials to their primary clientele first. An exception shall be made if the borrowing library cannot feasibly purchase the item for its own collection.
- C. Participating libraries generally shall not request inexpensive items still in print, especially paperbacks, from other libraries since it is often easy for requesting libraries to purchase the item, while NCLC's cost for locating and sending the item might be relatively high in comparison to the cost of the item itself.
- D. Requests from participating libraries for photocopied materials shall be consistent with the "CONTU Guidelines" for photocopying copyrighted materials.
- E. When items are loaned through NCLC channels, each participating library acting as a borrowing library shall abide by any restrictions placed upon use of the materials by another participating library acting as a loaning library. The due date and restrictions as to in-house use only, for example, shall be strictly observed.

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- F. Each participating library acting as a borrowing library shall reimburse any participating library acting as a loaning library for any lost or damaged materials to the satisfaction of the loaning library. If desired, the borrowing library may pass on any such costs to its offending local user.
- G. Each participating library acting as a loaning library always retains the right to refuse to lend any of its materials to any other participating library, if, in the view of the administration of the loaning library, the transaction would significantly restrict or inhibit services to the loaning library's primary clientele. However, abuse or misuse of this provision by any participating library as determined by the NCLC Governing Board shall be grounds for termination of membership.
- H. Each participating library shall allow on-site use of its materials to any resident of the seven counties included in the North Country Library Cooperative in accordance with its own currently-established rules and policies governing use of materials by primary clientele, unless such use by non-primary clientele significantly restricts or inhibits services to the library's primary clientele as determined by the administration of the participating library. However, abuse or misuse of this provision by any participating library as determined by the NCLC Governing Board shall be grounds for termination of membership.

7.0 COMMUNICATION

Effective communication is essential for any library cooperative.

- A. Each participating library shall provide and maintain a telephone for use by its library staff in, or reasonably near, the library facility.
- B. Each participating library shall provide NCLC with specific information about hours of library operation and staffing as well as all relevant contact information for library staff (i.e.: library address, telephone number, fax number, e-mail addresses.)
- C. Each participating library shall share relevant information about its own library resources and services for a regional library directory and shall inform the Director of NCLC if any changes in directory information are needed.

8.0 LONG- RANGE PLANNING

Each participating library shall provide annual input for the regional NCLC long-range or strategic plan. NCLC long-range planning shall be closely coordinated with the Arrowhead Library System's plans for future development and expansion.

9.0 EFFECTIVE DATE

This agreement is effective March 1, 2002 until superseded by a revised organizational agreement.

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E-mail address

Check one:

- Academic Library School Library or media center
 Public Library Special Library

Number of primary clientele _____

(include all potential users. Academic and school libraries should include two numbers: Student Enrollment and number of faculty and staff.)