

# **Catamount Library Network, Incorporated Membership Agreement**

## **I. Purpose**

This Membership Agreement outlines the initial agreements that form the basis for membership in the Catamount Library Network Council by a library entity.

## **II. Mission**

The Catamount Library Network (CLN) is a consortium, organized with the primary purpose of creating an open-source multi-library shared catalog and integrated library system (ILS), using the Koha ILS platform, for participating Vermont libraries.

## **III. Membership**

While individual library entities retain autonomy over their own local operations, participation in the Catamount Library Network (CLN) requires collaboration in developing certain common policies and shared decision making. Membership in the CLN represents the expectation of active and continuing participation by each member library entity. As a consideration for acceptance and continuation of membership, the designated library entity agrees to abide by the following terms and conditions:

- a) Accept and follow the CLN Bylaws.
- b) Abide by the Catamount Library Network Code of Ethics (Appended)
- c) Accept and comply with the provisions of contractual agreements made by the CLN on behalf of member libraries and to accept responsibility for the acts of its own employees related to these matters.
- d) Become a member of the CLN Council represented by the Library Director or his/her designee.
- e) Conform to established policies, procedures, protocols, and regulations developed and agreed to by the Council and the Board.
- f) Input, maintain, and share bibliographic holdings according to the policies developed and agreed to by the Council and the Board.
- g) Enter retrospective bibliographic holdings according to the standards developed and agreed to by the Council and the Board.
- h) Input newly acquired titles and item deletions on a timely and continual basis, according to the standards developed and agreed to by the Council and the Board.
- i) Input, maintain and keep confidential patron records according to the policies developed and agreed to by the Council and the Board, and which meets the State statutory requirements of 22 VSA § 171-173.
- j) Lend library materials to patrons of all participating libraries according to CLN rules and policies, with exceptions as noted in CLN policies.
- k) Connect to the network exclusively with equipment that is compatible with the CLN
- l) Restrict the creation of data records and operations of the Library entity to authorized and trained personnel, and in compliance with CLN rules and policies.

- m) Ensure library personnel participation at all appropriate training and continuing education programs.
- n) Process Intra-consortial Loans (ICL's), transactions and returns within a maximum of four (4) working days if materials are available. Materials must be returned to the owning library by the due date except if the item is on hold for its next checkout to a patron at your library.
- o) Develop and adhere to a weeding plan prior to retrospective conversion and request a waiver for any items that are kept and not entered into the database.
- p) Enter accurate information on all CLN related transactions, reports and statistics.
- q) Maintain standards and practices of collection development and *not reduce acquisitions* by reliance upon the collections of other participating CLN libraries.
- r) Refrain from internal policy changes that would adversely affect other participating CLN libraries.
- s) Designate a representative to serve as the CLN liaison for the library entity who shall communicate with the CLN Board on implementation and operations issues.
- t) Designate a point of contact for communicating all support and technical issues to the CLN Support Team and ByWater Solutions, Inc.
- u) Designate one library staff member to act as the "super cataloger."
- v) Regularly participate as appropriate with the Council and the Board in review of CLN operations, and participate in joint development of plans.
- w) Regular attendance by a library representative is required for board and committee meetings.
- x.) Attendance by a minimum of one representative for each member library is mandatory at the Annual Meeting. Attendance may be in person or via remote meeting software.

Failure to adhere to any provision, policy, or requirement that is not corrected or addressed to the satisfaction of the Board within sixty (60) days after written notice of the violation is given by the Board will constitute default under the terms of this Agreement. If default should occur the termination provisions in the Bylaws will be invoked.

#### **IV. Database – Bibliographic Records and Holdings**

The library entity shall be deemed to have retained title to the library entity databases at all times, unless the library entity transfers the title to the CLN. The library entity shall incur all costs to remove bibliographic records and holdings information plus patron information from the database, in the event the library entity chooses to no longer participate in the CLN or is asked to cease participation due to a violation of any provision, policy, or requirement that is not corrected or addressed to the satisfaction of the Board within sixty (60) days after written notice of the violation is given.

## **V. Equipment**

Equipment to operate the CLN open source Koha system within a library will be the responsibility of the local library and must conform in a timely manner with the technical specifications adopted by the Council and as these specifications may be amended from time to time. ByWater Solutions, Inc. has contracted with CLN to host and provide technical support to CLN members. Member entities must abide by the conditions set forth in the Contract.

## **VI. Financial Responsibilities**

a) Adoption The financial responsibilities of member libraries (herein the “assessment”) including, but not limited to any fees or other charges will be assessed annually. The Board will propose a budget for the coming year on or before September 30. The budget as accepted, or amended, will be adopted by the Council at the annual meeting. Member libraries will be delivered their assessment no later than January 1.

b) Membership Fees. Proposed membership fees will be presented each year by the Board of Directors to the Council at the annual meeting, for approval by a simple majority of the Council.

Should the Council not approve the proposed membership fees, a comment period will follow the vote. Members of the Council will have the opportunity to present the rationale for rejecting the proposed membership fees, and to offer alternatives. The Board of Directors will take this commentary under advisement, and present proposed membership dues at a specially called meeting of the Council and Board of Directors. This meeting will be held within 30 days following the annual meeting. Should no agreement be reached on membership dues at the subsequent meeting, membership will continue under the existing contract until the following year’s annual meeting.

Assessment notices will be mailed to incumbent Member library entities no later than January 1 following the annual meeting with a 30 days payment due period.

First year membership fees for CLN libraries will be pro-rated based on the “go-live” date. Migration fees for individual joining libraries will be billed directly from ByWater to the new member.

## **VII. Termination of Agreement**

The Agreement shall remain in effect until terminated by either party in accordance with the provisions of this Agreement.

## **VII. Modification/Amendment**

This Agreement may be amended by mutual written consent of the Board with the approval of the Council.

## **IX. Notices**

All notices to be given under this Agreement will be in writing and given by depositing the same in the United States Mail. Notices will be sent to the designated point of contact for each member library.

## **X. Statement of Authority**

This Agreement shall be construed in accordance with the laws of the State of Vermont.

**XI. Acceptance of Agreement**

Library Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Catamount Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

By signing below you certify that you have the authority to engage your library in an agreement with the Catamount Library Network, and that you agree to abide by the By-Laws and other regulations of the Catamount Library Network, including revisions of the same, enacted by the Catamount Library Network Board of Directors. A non-refundable deposit of \$350 must accompany your application. This fee will be applied to your first year membership fee. Your library is responsible in full for all migration costs payable directly to ByWater Solutions upon services rendered. You also agree that your library will remit all dues, fees and other assessed charges required for membership in the Catamount Library Network, and that your library will be a full participant in the Catamount Library Network.

**Library Director:**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Chair, Library Board of Trustees:**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Membership Approved:**

**President, Catamount Library Network Board of Directors:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Catamount Library Network Code of Ethics

I acknowledge that I have an obligation to the Catamount Library Network and to ensure that each of our library employees complies with this Code of Ethics:

- I shall not violate the privacy and confidentiality of information entrusted to me or to which I may gain access, including a library patron's private information or reading records. A patron's personal information, history, or records will not be provided to anyone without legal authorization. Further, I agree to take appropriate action in regard to any illegal or unethical practices that come to my attention.
- I shall not use knowledge of a confidential nature to further my personal interests or for personal gain for myself or others.
- I have an obligation to the Catamount Library Network project to use equipment and software only for the purposes intended.
- I shall keep my personal skills and knowledge up-to-date and insure that proper expertise is available to the public as needed.
- I will share my knowledge by participating in Catamount Library Network Committees; I will recommend policies and procedures to improve service delivery in accordance with the participation agreement.
- I shall accept full responsibility for the work I perform.
- I shall cooperate with other Catamount Library Network members, treating them with honesty and respect.
- I will avoid conflicts of interest and insure that the appropriate Catamount Library Network management is aware of potential conflicts.
- I will not exploit the weakness of a computer system for personal gain or personal satisfaction for myself or others.
- I will take all steps necessary to ensure that persons working on the Catamount Library Network on behalf of this Library will sign an agreement similar to this one which will be retained and made available if requested by the Catamount Library Network Board of Directors.

### Library Director:

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Library Name \_\_\_\_\_

Library Address \_\_\_\_\_