

SOUTHEAST ISLAND SCHOOL DISTRICT

P.O. Box 19569, 1010 Sandy Beach Road, Thorne Bay, Alaska 99919 (907) 828-8254 Fax: (907) 828-8257 E-mail: sisd@sisd.org

MEMORANDUM OF AGREEMENT BETWEEN Southeast Island School District and Hollis Public Library

This Agreement made and entered into on September 19, 2023, by the Southeast Island School District, a political subdivision of the State of Alaska (hereinafter "the District") and the Hollis Public Library, a public Library established under Alaska Statute, Title 10 Chapter 20 (hereinafter "the Library Board").

WHEREAS, the library board has exclusive control of the expenditure of all monies collected, donated, or appropriated for the library pursuant to Alaska Statute 10.20.011.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable considerations, the parties agree as follows:

Governance and Policies

Nothing contained herein shall be construed to limit the powers and duties of the District or the Library Board or to delegate such powers and duties as granted to them by Alaska law.

The Library Board will determine when the Library is open or closed and the hours of operation.

All policies of the library shall be approved by the Library Board.

All uses of the Hollis School shall conform to District policies and regulations.

Operation

The District shall allow the Library Board exclusive use of the rooms identified as the library space in the Hollis School to operate the Hollis Public Library. The library space will be available during regular school hours for school use when the library is not open to the public.

The Library Board will be responsible for providing staffing for the operation of the Hollis Public Library and provide a librarian according to Alaska Public Library policy and other staff as needed to perform the public library mission of the library.

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The District will be responsible for maintenance of the Hollis School building, including the library space.

The Library Board shall provide janitorial service for the library space during hours of operation. The Hollis school will be responsible for any cleaning associated with school use.

Funding

The District and the Library Board agree that use of the library space in the Hollis School by the Library Board shall be at an annual rate of \$600.00, which shall be paid in twelve (12) monthly installments of \$50.00 on or before the 10th day of each month.

The Library Board shall be responsible for the purchase of all library materials.

Ownership of assets

The District retains full ownership of the Hollis School facility.

Ownership of all materials, equipment, and furnishings provided or purchased by the Library Board shall be retained by the Library Board and identified as such.

Ownership of all materials, equipment, and furnishings provided or purchased by the School District shall be retained by the School District and identified as such.

All materials, equipment, and furnishings provided by the Library Board and the School District shall be available for use by the public.

In the event of the termination of this Agreement, all materials, equipment, and furnishings shall be divided in accordance with the ownership of the items.

Any items acquired by the Library Board through a grant awarded to the Library Board would be owned by the Library Board and will remain the Library Board's property should this Agreement be terminated by either party.

Term, Termination, and Review of the Agreement

The term of this Agreement shall begin on the day and date first written above and shall terminate on March 31, 2025, unless sooner terminated by either party. The Agreement may be terminated by either party for cause, or for any or no reason upon giving 90 days' notice. The Agreement may be extended upon mutual Agreement of the parties.

The Agreement may be modified at any time with mutual written Agreement of the parties.

	Contact (points ¹	for notice	for the	respective	parties	under this	Agreement	are as	follows:
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Hollis Public Library:

Sandy Curtis

Phone 907-401-1650

Email: hollispubliclibrary@gmail.com

Southeast Island School District:

Rod Morrison

Phone: 907-828-8254 email: rmorrison@sisd.org

Signatures to the Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names on this day and date first written above.

ATTESTED TO

BY: _	
	Southeast Island School District Board President
BY:	
	Hollis Public Library Board President