



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 Edna Bay Community Library and Cultural Campus Board

This Agreement made and entered into on July 27, 2016 by the Southeast Island School District, a political subdivision of the State of Alaska (hereinafter "the District") and the Edna Bay Community Library and Cultural Campus Board, 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 moneys 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 Board 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 Edna Bay School shall conform to District policies and regulations.

Operation

The District shall allow the Library Board exclusive use of the room identified as the elementary classroom in the Edna Bay School to operate the Edna Bay Public Library.

The bathrooms and the hallway will be unavailable for use.

The District shall allow the Library Board use of the Edna Bay School Toyotomi heater during hours of Library operation. Use of the District's generator to power the Toyotomi heater or for other reasons is only allowed when the District generator is in use for other District-approved purposes. The Library Board may supply its own generator for power. The Library Board shall supply fuel for the Toyotomi heater.

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

The District will be responsible for maintenance of the school building.

The Library Board shall provide janitorial service for the elementary classroom during the hours of Library operation.

Water, if available, is not for human consumption. Water is not available November through February. Electricity generated by the District-owned generator is only available when the District's generator is on for other purposes.

Funding

The District and the Library Board agree that use of the elementary classroom in the Edna Bay School by the Library shall be at no cost to the Library.

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

Ownership of assets

The District retains full ownership of the Edna Bay 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 library materials, equipment, and furnishings shall be available for use by the public.

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

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 June 30, 2021, 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 for notice for the respective parties under this Agreement are as follows:

Edna Bay Community Library:

Susan Crew, phone: 907-594-6109, email: crewsue@hotmail.com OR

Fran Rhodes, email: byfar999012003@yahoo.com

Southeast Island School District:

Lauren Burch, phone: 907-828-8254, email: lburch@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: _____
Edna Bay Public Library Board President