

CONTINUING EDUCATION AGREEMENT

This Continuing Education Agreement ("Agreement") is made by and between the Manitowoc-Calumet Library System (MCLS), Nicolet Federated Library System (NFLS), Outagamie Waupaca Library System (OWLS), and Winnefox Library System (WLS).

1. MCLS, NFLS, OWLS, and WLS are required to provide in-service training for participating public library personnel and trustees.
2. MCLS, NFLS, and OWLS have requested and the Winnefox Library System has offered that the Winnefox Library System assist MCLS, NFLS, and OWLS in planning and providing in-service training opportunities for MCLS, NFLS, and OWLS member library personnel and trustees between January and December of 2019.
3. MCLS, NFLS, and OWLS desire to enter into an agreement pursuant to which the Winnefox Library System would perform such services for MCLS, NFLS, and OWLS upon the terms and subject to the conditions hereinafter provided. This intersystem affiliation shall be referred to as the Northeastern Wisconsin (NEWI) Continuing Education Partnership.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. INSERVICE TRAINING. Upon the terms and subject to the conditions set forth in this Agreement, Winnefox Library System shall provide to MCLS, NFLS, and OWLS continuing education services:

1.1 CONTENT

(a) Plan at least 36 hours of continuing education (CE) in total during the contract period, to include the following subcategories. A single CE event may count under multiple subcategories as described below.

- (i.) Provide at least 12 of the 36 hours in person at a location within a reasonable driving distance to MCLS, NFLS, OWLS, and WLS member library personnel;
- (ii.) Provide at least 5 hours of CE that address library service to children;
- (iii.) Provide at least 5 hours of CE that qualify for technology credit;
- (iv.) Provide at least 1.5 hours of CE that address library service to populations with special needs;

(b) Winnefox will have latitude in choosing speakers and content, but consideration should be given to results of surveys of MCLS, NFLS, OWLS, and WLS member library personnel, and suggestions from the MCLS, NFLS, and OWLS designated CE Liaisons;

(c) Winnefox will coordinate with the MCLS, NFLS, OWLS, and WLS Youth Services Liaisons on planning Summer Library Program (SLP) and youth services CE events;

(d) Winnefox will coordinate with the MCLS, NFLS, and OWLS Inclusive Services Liaisons on planning inclusive services CE events.

1.2 LOGISTICS

- (a) Winnefox will manage event logistics, including speaker contracts and payments;
- (b) The CE Liaisons from MCLS, NFLS, and OWLS will provide assistance in selecting dates for events to avoid scheduling conflicts;
- (c) When a CE event is held at the resource library in MCLS, NFLS, and OWLS, each system's CE Liaison will provide assistance with booking the meeting room, set up, and clean up. For events held at other locations in MCLS, NFLS, and OWLS, the hosting system's CE Liaison will attend in a support role upon request;
- (d) OWLS and Winnefox will continue to share the cost of a GoToWebinar subscription;
- (e) MCLS, NFLS, and OWLS staff will provide assistance with moderating webinars upon request.

1.3 PROMOTION

- (a) Registration will be made available to MCLS, NFLS, and OWLS member library personnel at the same time as Winnefox member library personnel;
- (b) Winnefox will provide event invitations and registration form links that can be shared with appropriate MCLS, NFLS, and OWLS email lists;
- (c) The CE Liaisons for MCLS, NFLS, and OWLS will maintain CE listings on their systems' CE web pages and promote CE events via their email lists;
- (d) MCLS, NFLS, and OWLS will promote CE events at local system meetings as appropriate;
- (e) Winnefox will add CE events to the Continuing Educational Events Calendar for Wisconsin Public Librarians.

1.4 REPORTING

- (a) Winnefox will evaluate each CE event and report results to MCLS, NFLS, and OWLS;
- (b) Winnefox will report event attendance to MCLS, NFLS, and OWLS;
- (c) Winnefox will share links to event archives, handouts, resources, and Activity Report Forms that will be available on Winnefox's Extranet;
- (d) Winnefox will report total costs for events for use in the MCLS, NFLS, and OWLS annual reports;
- (e) Winnefox will conduct an annual outcome-based evaluation of CE events, the results of which will be shared with MCLS, NFLS, and OWLS.

2. FEES FOR SERVICES AND EXPENSE REIMBURSEMENT.

2.1 In consideration of the Services, MCLS, NFLS, and OWLS agree to pay to Winnefox an administrative fee as follows:

(a) During the term of this Agreement, MCLS will pay Winnefox an amount equal to two thousand one hundred two dollars (\$2,102.00).

(b) During the term of this Agreement, NFLS will pay Winnefox an amount equal to six thousand twenty five dollars (\$6,025.00).

(c) During the term of this Agreement, OWLS will pay Winnefox an amount equal to four thousand eight hundred seventy-three dollars (\$4,873.00).

3. TERM OF SERVICES. The term of this Agreement shall be for the period of January 1, 2019 through December 31, 2019.

4. LIABILITY.

4.1 The Winnefox Library System shall not be liable for any cost, damage, expense, or loss to the Manitowoc-Calumet Library System, Nicolet Federated Library System, Outagamie Waupaca Library System or any other person or entity arising or resulting, directly or indirectly, from the failure of the Winnefox Library System to perform any of the Services for the Manitowoc-Calumet Library System, Nicolet Federated Library System, Outagamie Waupaca Library System hereunder or the misperformance of any such Services, except to the extent such failure to perform or such misperformance is the result of the Winnefox Library System's willful misconduct or gross negligence, in which event the Winnefox Library System's liability shall not exceed its fee for such Services hereunder for the period in question.

5. MISCELLANEOUS.

5.1 In performing the Services set forth in this Agreement, the Winnefox Library System will have neither express or implied power to execute agreements on behalf of the Manitowoc-Calumet Library System, Nicolet Federated Library System, Outagamie Waupaca Library System, or in any manner bind the Manitowoc-Calumet Library System, Nicolet Federated Library System, Outagamie Waupaca Library System as to any matter not within the scope of this Agreement.

5.2 This Agreement may be amended or modified only by a written instrument signed by each of the parties hereto.

5.3 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, either or oral or written with respect thereto.

5.4 Nothing contained in this Agreement is intended, nor shall it be construed, to create any rights in any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MANITOWOC-CALUMET LIBRARY SYSTEM:

President, Board of Trustees

System Director

Date

Date

NICOLET FEDERATED LIBRARY SYSTEM:

President, Board of Trustees

System Director

Date

Date

OUTAGAMIE WAUPACA LIBRARY SYSTEM:

President, Board of Trustees

System Director

Date

Date

WINNEFOX LIBRARY SYSTEM:

President, Board of Trustees

System Director

Date

Date