

CONTINUING EDUCATION AGREEMENT

This Continuing Education Agreement ("Agreement") is made as of 27 September 2017 by and between Outagamie Waupaca Library System (OWLS), and Winnefox Library System (WLS).

1. Outagamie Waupaca Library System is required to provide inservice training for participating public library personnel and trustees.
2. Outagamie Waupaca Library System has requested and the Winnefox Library System has offered that the Winnefox Library System assist the Outagamie Waupaca Library System in planning and providing inservice training opportunities for OWLS member library personnel and trustees between January and June of 2018.
3. Outagamie Waupaca Library System desires to enter into an agreement pursuant to which the Winnefox Library System would perform such services for Outagamie Waupaca Library System upon the terms and subject to the conditions hereinafter provided.

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 the Outagamie Waupaca Library System continuing education services:

1.1 CONTENT

- (a) Plan and host at least 18 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 3 face-to-face hours of CE within the OWLS service area (Outagamie and Waupaca Counties);
 - (ii.) Provide at least 5 hours of CE that address library service to children;
 - (iii.) Provide at least 3 hours of CE that qualify for technology credit;
 - (iv.) Provide at least 1.5 hours of CE that addresses 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 OWLS directors and suggestions from OWLS library directors and staff.
- (c) Winnefox will coordinate with OWLS Youth Services Liaison, Sue Abrahamson, on SLP workshop planning;

1.2 LOGISTICS

- (a) Winnefox will manage event and webinar logistics, including managing speaker contracts and payments;
- (b) OWLS staff will provide assistance in selecting dates for events to avoid scheduling conflicts;

- (c) When a CE event is held at the Appleton Public Library, OWLS staff will provide assistance with booking the meeting room, set up, and clean up. For events in other locations, an OWLS staff member will attend in a support role upon request;
- (d) OWLS staff will provide assistance with moderating webinars upon request;
- (e) OWLS and Winnefox will continue to share the cost of a GoToWebinar subscription.

1.3 PROMOTION

- (a) Registration will be made available to OWLS member library staff at the same time as Winnefox member library staff;
- (b) Winnefox will provide event invitations and registration form links that can be shared with appropriate OWLS email lists;
- (c) OWLS will provide staff support to maintain CE listings on the OWLS CE web page and to promote CE events via the OWLS Directors email list, OWLS children's librarians email list, and the OWLS Facebook page;
- (d) OWLS will promote CE events at AAC and other meetings as appropriate.

1.4 REPORTING

- (a) Winnefox will evaluate each CE event and report results to OWLS;
- (b) Winnefox will report event attendance to OWLS;
- (c) Winnefox will share event archives, handouts, resources, and Activity Reports to be uploaded to the OWLS web site;
- (d) Winnefox will report total costs for events for use in the OWLS annual report.

2. FEES FOR SERVICES AND EXPENSE REIMBURSEMENT.

2.1 In consideration of the Services, the Outagamie Waupaca Library System agrees to pay to Winnefox an administrative fee as follows:

- (a) During the term of this Agreement, OWLS will pay Winnefox an amount equal to three thousand dollars (\$3,000.00).

3. TERM OF SERVICES. The term of this Agreement shall be for the period of January 1, 2018 through June 30, 2018. Either party may terminate the agreement with 90 days advance notice.

4. LIABILITY.

4.1 The Winnefox Library System shall not be liable for any cost, damage, expense, or loss to the 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 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 Outagamie Waupaca Library System or in any manner bind the 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 as of the date first above written.

OUTAGAMIE WAUPACA LIBRARY SYSTEM:

President, Board of Trustees

System Director

Date

Date

WINNEFOX LIBRARY SYSTEM:

President, Board of Trustees

System Director

Date

Date