

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 WLS has offered, that WLS 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 1, 2026 through December 31, 2030.
3. MCLS, NFLS, and OWLS desire to enter into an agreement pursuant to which WLS 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, WLS 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 each calendar year, to include the following subcategories. A single CE event may count under multiple subcategories as described below.

- (i.) Provide at least 3 in person workshops 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 3 hours of CE that address library service to adults;
- (v.) Provide at least 3 hours of CE that address library service to diverse populations;

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

(d) WLS will coordinate with the MCLS, NFLS, and OWLS Inclusive Services Liaisons on planning events that address library services to diverse populations.

(e) WLS will facilitate one in-person youth services grassroots discussion and one in-person inclusive services grassroots discussion.

1.2 LOGISTICS

(a) WLS 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) MCLS, NFLS, and OWLS staff will provide assistance with moderating webinars upon request;

(e) WLS may assist MCLS, NFLS, and OWLS in the discussion, promotion, or planning of LSTA funded CE activities. This will be dependent on MCLS, NFLS, and OWLS need and WLS's other time commitments. WLS will not serve as the fiscal agent for this funding.

1.3 PROMOTION

(a) Registration will be made available to MCLS, NFLS, and OWLS member library personnel at the same time as WLS member library personnel;

(b) WLS 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) WLS will add NEWI CE events to the statewide Wisconsin Libraries - Professional Learning Calendar.

(f) Each month, WLS will send an email to MCLS, NFLS, and OWLS member library personnel that highlights free webinars provided by other systems, agencies, companies, and associations.

1.4 REPORTING

(a) WLS will conduct an outcome-based evaluation of each NEWI-sponsored CE event and post the results in the NEWI shared folder on Google Drive;

(b) WLS will post event attendance in the NEWI shared folder on Google Drive;

(c) WLS will post links to event archives, handouts, resources, and CE Activity Report Forms on the NEWI website;

(d) WLS will conduct an outcome-based evaluation of CE events at the end of each year and provide documentation to MCLS, NFLS, and OWLS that can be shared and interpreted by their boards.

2. FEES FOR SERVICES AND EXPENSE REIMBURSEMENT.

2.1 In consideration of the Services, MCLS, NFLS, and OWLS agree to pay WLS a fee that reflects both the time WLS's CE Consultant puts into the facilitation of these events and a portion of the cost of services.

2.2 The CE Consultant Fee will be 20% of the projected CE Consultant salary. This will be divided between MCLS, NFLS, and OWLS based on the number of member library personnel.

2.3 The proposed budget for NEWI content will be drafted by WLS staff. The Content Fee will be the NEWI content budget divided between MCLS, NFLS, OWLS, and WLS based on the number of member library personnel.

2.4 The total NEWI cost per system will be based on the CE Consultant Fee and the Content Fee added together.

2.5 Before the end of July of each succeeding year, the system directors shall agree upon any adjustments in fees.

3. TERM OF SERVICES. The term of this Agreement shall be for the period of January 1, 2026, through December 31, 2030.

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 Any party may terminate their participation in this Agreement by the end of a calendar year with notice given by July 1 of that year.

5.4 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.

5.5 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.