

MEMORANDUM OF UNDERSTANDING

By and between the
CITY OF SOUTH BURLINGTON
and the
SOUTH BURLINGTON PUBLIC LIBRARY BOARD OF TRUSTEES

WHEREAS, the South Burlington Public Library (SBCL) is subject to the laws of the State of Vermont, which prescribe the rules and responsibilities of the Library Board of Trustees (LBOT) as stewards of the Library; and

WHEREAS, the City of South Burlington (City) takes great pride in the Library and wishes to continue to foster an environment of collaboration and shared responsibility between the City and the LBOT; and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Library Director and Personnel
 - a. Library Personnel will be deemed City employees subject to hiring, managing, evaluating and firing by the City Manager as outlined in the City Charter, in consultation with the Library Director, and in accordance with the City's Personnel Rules and Regulations, as outlined in the Employee Handbook.
 - b. The Library Director shall be considered a City Department Head and shall be responsible for following and upholding City personnel rules and regulations, as well as attending Leadership Team/Department Head meetings and other pertinent meetings where appropriate.
 - c. The City Manager, in collaboration with the LBOT, will be responsible for hiring, evaluating annually, and managing the Library Director.
 - d. The LBOT, in collaboration with City Management, shall be responsible for creating, adopting, and changing the job description for the Library Director as necessary.
 - e. Those Library employees whose employment is covered by the collective bargaining agreement between the City and AFSCME Local 1343 shall be afforded all rights and remedies as outlined therein. City Management shall be responsible for the negotiation of all collective bargaining agreements that shall be approved by and ratified through the South Burlington City Council.

2. Financial Management and Budgetary Process
 - a. The LBOT will work with the Library Director and City Management to recommend annual and long-term budgets for presentation to the City Manager and then the City Council by October of each year.

- b. The LBOT will review the Library's annual budget expenditures and revenues every quarter through financial reports provided by the Library Director or City Finance Director.
- c. The LBOT will work with the Library Director and City Finance Director to make adjustments as necessary within the annual budget line items, so long as such adjustments meet the intent of the voter-approved annual budget.
- d. The Library, through the LBOT and Library Director, will adhere strictly to all applicable financial policies, procedures, and regulations established by the City, as well as all relevant local, state, and federal laws governing financial practices. This includes, but is not limited to, compliance with accounting standards, financial reporting requirements, tax obligations, and anti-fraud measures.
- e. The LBOT will oversee the Library Gift Account, of which the City serves as custodian.
- f. Any Library fundraising or donations earmarked for the Library will supplement City funding rather than supplant it and such funds cannot be used for any other City purposes.
- g. The LBOT will present, with the Library Director, the Annual Report of the Library to the City Council and community.

3. Setting Library Policy

- a. The LBOT will work with the Library Director to set policies and procedures that are in the best interest of the residents of the City and that are in compliance with all state and federal laws and regulations.
- b. The LBOT shall maintain a library material selection policy and procedures for the reconsideration and retention of library materials that comply with the First Amendment to the U.S. Constitution, the Civil Rights Act of 1964, and State laws prohibiting discrimination in places of public accommodation, and that reflect Vermont's diverse people and history.
- c. The LBOT will maintain a long-term strategic plan for the Library, in collaboration with the Library Director and City Management, which shall be reviewed annually.
- d. The LBOT will maintain and regularly review the LBOT's Policies and Procedures, along with governing bylaws, to keep them relevant and up to date.
- e. The LBOT will be the governing body of the Library.
 - i. The LBOT is a "public body" as defined by 1 V.S.A. §310.
 - ii. The LBOT will be comprised of eleven Trustees, appointed by the City Council.
 - iii. The LBOT will have a Chair, Vice-Chair, Secretary, and Treasurer elected annually by the LBOT.
 - iv. The LBOT shall be responsible for overseeing and managing all relationships with non-profit organizations related to the Library's activities and objectives. This includes, but is not limited to, establishing and maintaining communication with non-profit entities, negotiating and

managing agreements or partnerships, ensuring compliance with relevant regulations and guidelines, and evaluating the performance and impact of such relationships. The Trustees shall act in the best interest of the Library, ensuring that all engagements with non-profit organizations align with the Library's mission and strategic goals.

4. Library Facilities and Capital Planning

- a. City Management, in partnership with the Library Director, will be responsible for the daily maintenance of the Library facilities at 180 Market Street.
- b. City Management, in partnership with the Library Director, will be responsible for the Charter-required 10-year Capital Improvement Plan (CIP). The Library Director will facilitate getting feedback from the LBOT on this CIP by October annually.
- c. The City Council is responsible for adopting the annual CIP.

5. Promoting Library Use

- a. The LBOT will be responsible for being advocates in the community and promote the Library and its services.
- b. The LBOT will support Library services and will visit and observe Library operations on a regular basis.
- c. The LBOT will serve as representatives of all South Burlington residents and will advocate for a library that meets the community's current and future needs.
- d. The LBOT will provide the City Council with a list of skills needed by the LBOT to aid them as they recruit and appoint new LBOT members.
- e. City Management will partner with the LBOT and the Library Director as needed on promotional activities and materials.

6. Cooperative Agreement with the City shall be Consistent with Vermont State Statutes

- a. The overriding goal of the agreement herein is to promote the City and LBOT working together in the spirit of cooperation.
- b. The City shall continue to provide financial, administrative, and human resources services in adherence to those policies and procedures as are currently in place and as may be amended from time to time.
- c. As the Library Director may need additional support from the City, such requests shall be considered and answered as appropriate.
- d. The LBOT may delegate to City Management the administration of matters which do not involve discretion or policy with regard to the Library.
- e. On matters involving discretion or policy regarding the Library, the LBOT and the Library Director will consult with City Management before taking actions affecting the fiscal interests of the City or the Library. The LBOT and the Library Director will consider City Management's views prior to taking any action on such matters and will seek City Council approval when necessary.

7. This Agreement will be reviewed by both entities at least once every five years or when otherwise requested in writing by either party. Any necessary amendments will be considered in a timely manner. The Agreement shall not be modified without the written approval of both parties.

8. This Memorandum of Understanding (MOU) shall remain in effect until substantially modified by the parties, unless terminated earlier by mutual written consent of the parties. Either party may terminate this MOU by providing six months' written notice to the other party. Termination of this MOU shall not affect any rights or obligations accrued prior to the effective date of termination. This MOU represents the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to its subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 4th day of November 2024.



Stacey L. Pape

Chair, South Burlington Library Board of Trustees



Tim Barritt
Chair, South Burlington City Council