

## **South Dakota Framework School/Public Combination Libraries**

School and public library collaboration has long been in some form a best practice for all communities. Although the missions, functions, and operations of both libraries differ in some areas, they overlap in others. Thus, beyond the collaborative activities of two separate entities, a combination of services into one facility is a possibility with careful planning and commitment. Combination libraries often insure stronger, better financed and staffed services for patrons of all ages going forward.

Combination or joint-use libraries are a model every community under the population of 1,000 should at least consider if they have a nearby school. However, this model is also successful in large communities. Currently South Dakota has almost thirty combination libraries across the state. (Appendix A) Contact the State Library for more information about the libraries in your area.

The following framework is designed as a guide for communities interested in learning more about the necessary steps in forming a school/public combination library. Please keep in mind, the State Library is here to assist any community considering this option. We have many applicable resources and experienced staff.

### **Joint Community Committee**

- To begin the discussion about a school/public combination library in any community we recommend forming a joint committee as soon as possible. It is essential to include representatives from all stakeholder groups: school board, library board, school administration, school librarian, public librarian, city council or county commission, local business owners, law enforcement, community organizations, and parents.
- Hold public meetings to gather input from all stakeholders before detailed plans are created. Discussion may make it clear that the stakeholders are not interested in moving in the direction of a combination library at all or not at the current time. Consider asking a neutral third party to facilitate discussions and present information.
- Develop a timeline and allow several years for a smooth transition.
- With the assistance of the school board and the city council, or county commissioners, discuss and decide upon the governance structure. The public library must have an appointed board (See State Statute 14-2) separate from the school board if they are to remain an official public library with a federal FCSC/IMLS number.
- Discuss the physical space such as maintenance, remodeling, or whether a new building is required. Security is an issue for schools and public libraries, even in rural, somewhat isolated areas. Include local law enforcement early in the discussions and well before you build or remodel.
- Plan for a separate public entrance to the library and public restrooms contained within the library other than those designated for student use. Patrons who visit the library during the school day need to have direct access without going through the school office or signing in each visit. However, access should be to only the library facilities, including community meeting rooms, and not the entire school building.
- Plan for handicapped accessibility inside and outside of the building. Check local statutes regarding public parking. Make sure your school has adequate public parking for accessing the public library during the school hours, as well as adequate exterior lighting.
- Discuss library staffing and hours of operation as well as ongoing budget responsibilities. In most cases one librarian alone cannot meet the needs of the school and public at the same time.
- Plan for technology use, support services, and ongoing repair and replacement of equipment.
- Discuss policies and procedures under which the school and public libraries currently operate. Updated documents will need to be developed.

## Joint-Use Agreement

- Involve your city and school attorneys in writing a detailed contract for at least five years or more with provisions for dissolution.
- Revisit the agreement regularly and adjust as needed. Submit a copy of the original agreement and any updates to the State Library.
- Sample Template: Joint Use Agreement for a School/Public Combination Library (Appendix B)

## Public Library Laws

- State and federally recognized public libraries in South Dakota are governed by state statutes. (See references at <http://sdstatelibrary.wikispaces.com/Laws+Affecting+Libraries>)
- Public libraries are required to have on file with the State Library: a list of current board members with name, position, term expiration, address, phone number and email address; City/County ordinance which gives library board authority to operate a public library; a yearly budget including salary of the librarian (He or she must be paid at least minimum wage for the hours of public access and proof that the city supports financially “in whole or in part” the public library’s on-going operations); the public library’s current by-laws under which they conduct business.
- Officially recognized public libraries have an FSCS federal number which is the federal government’s recognition of its LSA (legal service area) for the city or county. When combined with a school library the public library must continue to meet the state statutes for what constitutes a legal public library. It must also continue to align with federal minimal guidelines/standards\* for a federally recognized public library.

### **\*Federal criteria of the FSCS public library definition**

A public library is an entity that is established under state enabling laws or regulations to serve a community, district, or region, and that provides at least the following:

1. An organized collection of printed or other library materials, or a combination thereof;
2. Paid staff;
3. An established schedule in which services of the staff are available to the public;
4. The facilities necessary to support such a collection, staff, and schedule; and
5. Is supported in whole or in part with public funds.

For further information [http://www.ims.gov/research/pls\\_definitions.aspx](http://www.ims.gov/research/pls_definitions.aspx)

## Public Library Standards

- The SD Public Library Standards outline the best practices for library accreditation and librarian certification at <http://library.sd.gov/LIB/DEV/standards.aspx>
- The Public Library Trustee wiki provides further details about the standards process and additional resources at <http://sdstatelibrary.wikispaces.com>

## Public Library Annual Survey

- Officially recognized public libraries are required to electronically complete the public library survey each year during the designated timeline in February through March. Public libraries must have a Federal ID number to complete the survey.
- Each June the SD compiled statistics are submitted to the federal government (US Census, <https://harvester.census.gov/ims/search/>) through their federal WebPlus system. Compliance is tied to receiving federal dollars which support our statewide electronic resources and other reference/informational services to SD citizens.
- The public library survey is an entirely different survey than the school library survey with different questions and data elements. Combination libraries complete both surveys. Both are required by state statute.
- Contact State Library Data Coordinator Shawn Behrends [shawn.behrends@state.sd.us](mailto:shawn.behrends@state.sd.us) for additional information.

## School Library Laws

- School libraries operate under the local governance of the school district. No state statute currently exists outlining further requirements. However, when forming a joint-use library, keep in mind state statute for the formation of a joint usage library does exist. The State Library does not recommend setting up a separate joint school/public board as outlined in State Statute 14-2-37 or 14-2-38. (See references at <http://sdstatelibrary.wikispaces.com/Laws+Affected+Libraries>) This is a needlessly cumbersome and outdated statute; a 13-member joint board is not recommended for best communications and efficiencies. Most successful joint-use libraries operate nicely with the school library under the management of the school board and school administration while the public side continues with a public library board of trustees appointed according to State Statute 14-2-35. An ex-officio liaison board member working between the two boards is the most effective organizational structure.
- The qualifications of school library certified and classified staff are outlined in SD Administrative Rules 24:15:06:17 <http://legis.sd.gov/Rules/DisplayRule.aspx?Rule=24:15:06:17>  
24:53:09:02 <http://legis.sd.gov/Rules/DisplayRule.aspx?Rule=24:53:09:02>  
24:05:16:16.01 <http://legis.sd.gov/Rules/DisplayRule.aspx?Rule=24:05:16:16.01>

## School Library Guidelines and Content Standards

- The SD School Library Guidelines, including the 21<sup>st</sup> Century School Library Self-Assessment, outline the best practices of school libraries in terms of the requirements of program, place, and professional. Both documents may be downloaded at [http://library.sd.gov/LIB/SLC/index.aspx#.Uvk\\_wmJdVPM](http://library.sd.gov/LIB/SLC/index.aspx#.Uvk_wmJdVPM)
- The Common Core State Standards aligned with the South Dakota School Library Content Standards and the American Association of School Librarians Standards for the 21<sup>st</sup> Century Learner, guide the teaching and learning in SD school libraries. Copies may be downloaded at <http://www.commoncore.sd.gov/> and <http://library.sd.gov/LIB/SLC/index.aspx#.Uv1PUGJdVPM>

## School Library Survey

- School libraries complete an annual survey electronically during the designated timeline in April through May. It is an entirely different survey than the public library survey with different questions and data elements. Combination libraries complete both surveys. Both are required by state statute.
- Contact State Library School Library Coordinators, Marta Stirling [marta.stirling@state.sd.us](mailto:marta.stirling@state.sd.us) , or Joan Upell [joan.upell@state.sd.us](mailto:joan.upell@state.sd.us) for additional information.

## **Alternatives:**

### **School/Community Reading Room Combination**

Public libraries that do not meet the status of an officially recognized public library with a federal ID number are designated as reading rooms for the purposes of the State Library. A public library board is appointed by the local governing body, but the public library board does not adhere to State Statute or complete the annual Public Library Survey. The public library presence is in the school at the invitation and pleasure of the school administration. The combination library is funded primarily by the school district, with contributions from the city or county government.

### **School Library/Community Access**

If no public library exists within the community or the officially recognized public library is not interested in combining service, the school is free to have policies and procedures in place which opens their school library to their community as a community “reading room.” There is no appointed library board. The school sets all policies concerning access (or not) to their school library. The library is funded primarily by the school district but may take contributions from other entities or organizations.

### **Tribal College/Community Library Combination**

Tribal College libraries may also offer services to their communities and function as a “public” library to their community. They can apply for a FSCS federal number, but participation in the annual public library survey, though welcomed, is not required. Governance and funding is either determined by the tribal college or the tribal government.

### **Contracted Public Library Services**

State Statute 14-2-37 and 14-2-18 are outdated and forming a joint 13-member board is not recommended. (See references at <http://sdstatelibrary.wikispaces.com/Laws+Affecting+Libraries>)

## **Appendix A:**

### **School/Public Combination Libraries in South Dakota**

Alcester Public Library  
Bennett County Library  
Brandon Branch Library, Siouxland Libraries  
Centerville Community Library  
Elk Point Community Library  
Elkton Community/School Library  
Faith Public/School Library  
Hanson Community Library  
Hartford-West Central Branch, Siouxland Libraries  
Humboldt Branch Library, Siouxland Libraries  
Ihanktonwan Community College Library  
Irene Public Library  
Lennox Community Library  
Moody County Resource Center  
Oglala Lakota College Woksape Tipi Library  
Plankinton Community Library  
North Branch Library, Rapid City Public Library  
Scotland Community Library  
Selby Community/School Library  
Sinte Gleska University Library  
Sisseton Wahpeton College Library  
Sully Area Library  
Tea Community Library  
Tripp Public Library  
Wakonda Public Library  
Western Dakota Tech Branch, Rapid City Public Library  
Woonsocket Community Library

## **Appendix B:**

### **Sample Template\* Joint-Use Agreement for a School/Public Combination Library**

*Disclaimer: Any joint use agreement developed for a school/public combined library should be reviewed by legal counsel of the parties involved. The following template provides a brief outline with which to begin, expand, and edit to meet specific local needs.*

#### **Legal Basis**

This Agreement made and entered into on \_\_\_\_\_ by the City of \_\_\_\_\_, (hereinafter “the City”), the School District of \_\_\_\_\_, (hereinafter “the District”), and the \_\_\_\_\_ Public Library Board, a public library board established under SDCL14-2 (hereinafter “the Library Board”);

WHEREAS, the City and the School District are legally authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers, pursuant to SDCL14-2;

WHEREAS, the Library Board may contract with library organizations to provide or receive library services, pursuant to SDCL14-2;

WHEREAS, the Library Board has exclusive control of the expenditure of all moneys collected, donated, or appropriated for the library as well as exclusive charge, control and custody of all lands, buildings, money or other property acquired or leased by the municipality for library purposes, pursuant to SDCL14-2;

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 South Dakota law.

All policies of the combined library shall be approved by both the District Board and the Library Board. Policies may be modified at any time with mutual approval of both boards.

The Library Board shall continue as a legal public library board of trustees appointed according to SDCL 14-2-35. An ex-officio liaison board member working between the District Board and the Library Board shall be appointed by the District Board.

#### **Staffing**

The parties will be responsible for providing staffing for the operation and maintenance of the combined library as follows:

The Library Board shall provide a public librarian certified by the South Dakota State Library and such other staff as necessary to perform the public library mission of the combined library.

The District shall provide a school librarian certified by the South Dakota Department of Education and such other staff as necessary to perform the school library mission of the combined library.

The Library Board shall provide overall supervision and evaluation of the public librarian.

The school principal shall provide supervision and evaluation of the school librarian.

## **Funding**

The City and Library Board agree to pay the District [*amount to be determined by parties*] each year for space in the school, maintenance of the facility, utilities, and custodial services.

In the event additional space is needed or the existing space needs to be renovated, the parties shall mutually agree on how costs are to be allocated or recovered.

The District shall be responsible for the purchase of all materials selected by the school librarian and all processing costs related to these materials.

The Library Board shall be responsible for the purchase of all materials selected by the public librarian and all processing costs related to these materials.

The District and Library Board may jointly purchase some library materials, equipment, digital licenses, and other resources if mutually agreed to by the parties.

The parties shall mutually agree on how costs for existing and new technology are to be allocated or recovered.

The District shall be responsible for salaries and fringe benefits of all school personnel.

The City and the Library Board shall be responsible for salaries and fringe benefits of all public library personnel.

## **Ownership of Assets**

Ownership of all library materials, equipment, and furnishings provided or purchased by the Library Board shall be retained by the Library Board and shall be identified as such.

Ownership of all library materials, equipment, and furnishings provided or purchased by the School District shall be retained by the School District and shall be identified as such.

All library materials, equipment, and furnishings shall be available for use by the public, the students, and school personnel. Public use of certain equipment owned by the School District may be restricted when it is in use by students and school personnel.

In the event of 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 be for five years [*or other*] unless terminated by either party.

The Agreement may be terminated by either party for cause, or for any or no reason upon giving notice of eighteen months [*or other*]. The Agreement may be extended upon mutual agreement of the parties.

The parties agree to evaluate the effectiveness of the arrangement three years after the start of this agreement.

The Agreement may be modified at any time with mutual agreement of the parties.

**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: \_\_\_\_\_  
School District Board President

By: \_\_\_\_\_  
Public Library Board President

By: \_\_\_\_\_  
Mayor, City

*\*This sample template is based on an original created by the Wisconsin Department of Public Instruction, <http://pld.dpi.wi.gov/files/pld/pdf/comblibs.pdf>*