

# **Pennsylvania Integrated Library System Membership Agreement**

*Approved by PaLLS Board of Directors 8/1/18*

## Purpose

This Membership Agreement defines the rights, responsibilities, and expectations of PaLLS membership. This supersedes any earlier versions.

## Mission

The Pennsylvania Integrated Library System (PaLLS) provides access to information resources by offering a collaborative, high quality, open source integrated library system that is equitable, cost-effective, and promotes resource sharing among libraries statewide.

## Membership Benefits

PaLLS will:

1. Provide a stable, richly functional, low-cost open source ILS named SPARK.
2. Work with member library to migrate data from incumbent ILS to SPARK or to automate if not already automated.
3. Provide initial and ongoing training on the use of SPARK modules.
4. Exercise best efforts to provide ongoing Technical Support for the SPARK system.
  - Non-Critical Response Time: 1 Business Day.
  - Critical Response Time: Immediate (depending on initial method of contact).
5. Communicate with the membership at least bi-monthly using email and other electronic media.
6. Provide documentation and encourage members to develop and share documentation on SPARK functionality.
7. Encourage members to become involved in the SPARK User Group.
8. Support User Group activities as resources permit.
9. Participate, as resources permit, in the development of Evergreen software.
10. Export bibliographic records from SPARK to statewide ILL database on a quarterly basis.
11. Provide access to shared, high-quality cataloging records and work with membership to maintain the integrity of the bibliographic database.
12. Provide access to expertise that resides in PaLLS staff, the SPARK and Evergreen communities, and support vendors.
13. Provide, as resources permit, access to special programs and opportunities such as technology consulting and continuing education scholarship.
14. Treat its members with respect.

### Membership Expectations

While individual libraries and library systems retain control over their own local operations, participation in PaLLS requires collaboration in policy development, decision making, and maintenance of standards. Membership in PaLLS carries the expectation of active and ongoing participation by each member library. As a member of PaLLS, the signatory library will:

1. Abide by any articles and sections of the PaLLS By-Laws that pertain to membership.
2. Support the mission of PaLLS.
3. Conform to policies, procedures, and protocols that may be developed and promulgated by the PaLLS Board of Directors and / or PaLLS administration.
4. Input, maintain, and share bibliographic holdings on a continual basis, according to the standards developed by PaLLS.
5. Input, maintain, share, and maintain confidentiality of patron records according to the standards developed by PaLLS and dictated by PA laws regarding Confidentiality of Library Records.
6. If the library is required to surrender confidential patron information that resides in the ILS as a result of a court order or subpoena, the incident must be reported to the PaLLS Executive Director immediately.
7. Restrict the creation of data records and operations of the Library to authorized personnel who have been trained in the confidentiality of library records and other policies and procedures that govern their area of work as it pertains to the ILS.
8. Ensure library personnel participate in all appropriate training and continuing education programs.
9. Refrain from internal policy changes that would adversely affect other PaLLS member libraries.
10. Render inactive immediately accounts of staff members who have left the employ of the library.
11. Designate an individual to serve as SPARK User Group Representative and inform PaLLS when the representative can no longer serve in this capacity due to changes of employment or for other reasons. In voting matters, this person will be responsible for communicating the issue to staff at the library or at all libraries (if a multi-library system) and, after gathering a consensus, vote on their behalf.
12. Designate a representative to serve as the Administrative Contact and inform PaLLS when the representative can no longer serve in this capacity due to changes of employment or for other reasons. This person will receive membership bills and be the contact for administrative issues.
13. Designate a Technical Contact and inform PaLLS when the contact can no longer serve in this capacity due to changes of employment or for other reasons. This person will be the first, but not sole, point of contact for technical issues.

14. Participate in the activities of PaLLS by providing staff representation and service to various committees, task forces, and forums sponsored by PaLLS or the SPARK User Group.
15. Ensure that staff members who participate in the SPARK community treat other members of the SPARK community with respect.

The violation of any provision, policy, or requirement that is not corrected within sixty (60) days after written notice of the violation by the Board may constitute default under the terms of this Agreement. If default should occur, the board may proceed with the termination process as outlined in the Bylaws.

#### Equipment & Internet Bandwidth

Providing equipment and sufficient Internet bandwidth to operate the SPARK ILS within a library will be the responsibility of the local library and/or system.

#### Statement of Authority

This Agreement shall be construed in accordance with the laws of the State of Pennsylvania.

#### Financial Responsibilities

All financial responsibilities that will be designated as those to be paid by the member libraries will be proposed and acted upon by the Board. An annual invoice incorporating all financial responsibilities will be mailed to all members in July with an effective date of January 1<sup>st</sup> the following calendar year. All costs will be fully determined and disclosed prior to the signing of a Membership Agreement.

#### Termination of Agreement

This Agreement may be terminated by either following rules established in the PaLLS By-Laws. The Bylaws state: "Any member library entity may terminate membership in the Corporation by providing written notice to the Board of Directors at least six (6) months prior to its membership termination." The library shall incur all costs to remove bibliographic, holdings, circulation, and patron information from SPARK and to, if required, export this information. PaLLS is not responsible for any data loss that may occur during the extraction process. In the event of termination, no membership fees will be refunded. In the case of a library leaving PaLLS of its own volition, the library will be contacted by a PaLLS Board Member for an exit interview.

#### Modification/Amendment

This Agreement may be amended by mutual written consent of the parties.

#### Acceptance of Agreement

The Agreement shall remain in effect until terminated in accordance with the provisions of this Agreement. As legally authorized representatives of the Library

and PaLLS, we agree by signing this document to abide by all of the terms and conditions stated in this Membership Agreement.

Accepted by:

**PaLLS**

By:

Date:

Printed Name: Carrie Cleary

Title: Executive Director

**Library**

By:

Date:

Printed Name:

Title: