

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

LIBRARY COOPERATIVE AGREEMENT

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Introduction

This document is a cooperative agreement. It defines the relationships, roles, and responsibilities of the following participants: the undersigned North Carolina community colleges (hereinafter, Members); and the North Carolina Community College System (NCCCS) including its Learning Technology Systems section (LTS).

The above parties constitute the Community College Libraries in North Carolina consortium (CCLINC or Consortium). CCLINC has evolved from early efforts to automate the acquisitions function of NCCCS to a shared catalog with nearly 2 million learning resources, making the Consortium's holdings in effect the third-largest among the libraries of publicly-funded higher education institutions in North Carolina. More than 80% of North Carolina's fifty-eight (58) community colleges participate in CCLINC.

Purposes of Agreement

The parties enter into this agreement for the following purposes:

- to formalize working relationships and responsibilities so that all parties understand and are accountable for its expected contributions;
- to define and adopt standards for consistent data entry;
- to provide a formal agreement among the participants in response to accreditation requirements of the Southern Association of Colleges and Schools (SACS);

- to establish the roles of the parties in acquiring and maintaining an Integrated Library System (ILS) or other combination of systems capable of performing functions in technical and public services, including tasks involving circulation, cataloging, reserves, serials, statistical reports and acquisitions.

Goals for the CCLINC Consortium

The parties to this agreement establish the following goals for CCLINC:

- to provide access to learning resources in a variety of formats to all member institutions;
- to remain current in providing quality learning resources and services;
- to implement and maintain communal standards for the purposes of consistent data entry and optimal delivery of services;
- to increase information technology capabilities in the libraries of North Carolina's community colleges;
- to expand traditional library boundaries by providing learning resources and services in person, online, or to any locations of our patrons;
- to inform Members of the availability of, and to encourage the use of, consortium resources.

Roles

The parties define their roles as follows:

Colleges and Their Libraries

The participating Members agree to allocate administrative support including financial services, computer networking services, equipment, and sufficient support personnel to contribute to the goals listed above. The Members agree to establish a CCLINC Steering Committee, as discussed below, for the purpose of Consortium governance, and the Members agree to comply with the policies, standards, and procedures adopted by the Steering Committee and with applicable local, state, and federal laws and regulations.

The Members and their libraries agree to input and maintain local library catalog records in accordance with accepted standards agreed upon for the global environment of CCLINC and specified by the Steering Committee. Each Member also agrees to designate a local CCLINC contact person and an alternate who will coordinate all local library activity under this agreement. Members will submit names of contacts and alternates to the NCCCS Director of Library Services. Members will encourage their library staff to assist in the administration of CCLINC by serving as members of appropriate CCLINC committees and subcommittees as needed. Furthermore, the Members agree to create awareness and to encourage use of the CCLINC network as a cooperative NCCCS library network.

North Carolina Community College System and LTS (Learning Technology Systems)

NCCCS will ensure that CCLINC is administered in accordance with the contract with the ILS vendor. The primary responsibilities of NCCCS and LTS staff with respect to this agreement are as follows:

- to act as a liaison in contract negotiations between CCLINC and vendor(s) and to inform the Steering Committee on such matters;
- to coordinate statistics for the Academic Library Survey collected on behalf of the National Center for Education Statistics and the North Carolina Department of Higher Education, and to disseminate statistics to CCLINC members;
- to act on behalf of Members in consortium-related contract negotiations and in other matters concerning state agencies and to report to the Steering Committee on such matters;
- to provide cataloging, consulting, and help-desk services as requested by the CCLINC membership;
- to monitor and to help maintain database quality in order to free the colleges' library staffs for public service;
- to provide and coordinate training in the operation of the ILS system, cataloging, and other professional practices as needed and requested by Member library staff;
- to act, in accordance with Online Computer Library Center (OCLC) Community Principles (<http://www.oclc.org/en-US/worldcat/community/principles.html>) as agents for the CCLINC membership to update library holdings information and bibliographic records in OCLC/WorldCat[®];
- to participate on and assist the CCLINC Steering Committee and its subcommittees;
- to negotiate with the ILS vendor for the provision of a Systems Administrator to manage the ILS;
- to conduct supervision of the vendor-provided Systems Administrator in cooperation with the vendor;
- to provide a copy of the ILS contract to the Steering Committee for dissemination to the membership within one month of final adoption.

Governance

CCLINC Steering Committee

The CCLINC Steering Committee shall have as its primary responsibility the establishment, dissemination, and execution of policies and procedures that best meet the needs of the Consortium. The Steering Committee acts as a primary agent in the identification and investigation of emerging trends and technologies that will expand and enhance resource discovery and sharing for the benefit of the entire Consortium. The Steering Committee is also responsible for identifying and implementing mechanisms for assessing Consortium operations and personnel, and identifying models, metrics, and best practices. The Steering Committee

oversees the policies and procedures of the various subcommittees in relation to the overall functions and needs of the Consortium.

The Steering Committee shall consist of the following:

- a chairperson nominated from the existing group of committee members and elected by the members at the annual membership meeting or by an online election;
- a vice-chairperson chosen from the existing committee or from previous CCLINC Steering Committee members, elected by members at the annual membership meeting or by an online election.
- representatives from each of the six North Carolina Community College Library Association districts, elected by those members of the district that are also CCLINC members;
- the NCCCS Director of Library Services;
- a representative of reference services librarians recommended by the Steering Committee chairperson and approved by the Steering Committee;
- chairpersons of the following standing subcommittees: Cataloging/Serials, Lending Services, Reports, and Training.

The CCLINC Systems Administrator and a representative of the Council of Community College Library Administrators (CCCLA) shall serve as ex-officio advisors to the committee.

Steering Committee members shall serve one-year terms and may be re-appointed for multiple one-year terms. All Steering Committee members shall be employees of the North Carolina Community College System or a CCLINC Member.

The Steering Committee shall appoint standing subcommittees to address specific aspects of ILS and consortium operations, including but not limited to subcommittees on cataloging and serials, lending services, system reports, and training. The Steering Committee also may appoint ad hoc subcommittees to address specific issues and tasks.

The Steering Committee may confirm, change, or reverse decisions of subcommittees. Members of the Consortium agree to comply with all policies, standards, and procedures adopted by the Steering Committee.

Standing Subcommittees

The members of each standing subcommittee shall elect a chairperson, who will also serve on the Steering Committee. Subcommittee members shall serve individual terms of no more than one year but may be re-appointed to multiple terms upon a confirmation vote by the Steering Committee.

Standing subcommittees shall comply with any and all policies and procedures established by the Steering Committee. Subcommittees may formulate and recommend draft policy statements for the consideration of the Steering Committee.

If a lack of volunteers prevents a specific subcommittee from being appointed or a chairperson from being elected, or if the subcommittee fails to convene a meeting for three consecutive months, the Steering Committee may function in place of the subcommittee or appoint a new standing subcommittee for the duration of this Agreement.

Ad Hoc Subcommittees

The Steering Committee may form ad hoc subcommittees to address issues of limited scope, such as to research, discuss and recommend a policy on an issue. Such subcommittees shall serve in an advisory capacity and disband upon completion of its assigned task.

Functions and Responsibilities of CCLINC

Shared Database

CCLINC is based on a single, dynamic shared database. To maintain the quality of the shared database, all participants agree to follow the policies and procedures approved by the Steering Committee and available in the North Carolina Learning Object Repository (NCLOR). The Systems Administrator provides annual circulation and interlibrary loan statistics to the Consortium each summer.

LTS agrees to provide leadership and support to the Member libraries in maintaining database quality, specifically by providing cataloging and database quality control services, by consulting in cataloging processes, and by promoting cooperation among all CCLINC participants. LTS agrees to gather, aggregate, and disseminate to the membership statistical information including, but not limited to, total number of volumes added per year, dollar value of the aggregate collection as determined by the Member, resource usage statistics, patron record purge information, and resource deletions.

To prevent or to halt functions performed by staff at one Member library that threaten or compromise records of other Members, the Steering Committee is authorized to direct the Systems Administrator to limit specific functions until the Member in question takes corrective action and the Steering Committee determines that the threat or compromising situation is sufficiently resolved.

Interlibrary Loan

Members agree to provide interlibrary loan (ILL) services to participating CCLINC libraries as outlined in policies established by the Steering Committee and in the current CCLINC Policies and Procedures on the LTS website. Members agree to circulate items designated as eligible for

interlibrary loan to users in good standing from other CCLINC libraries but may make individual exceptions based on local needs or policies.

User Group Participation

The NCCCS System Office (SO) will maintain active memberships in the national and regional user groups most relevant to the ILS.

Training

LTS agrees to cooperate with the Training Subcommittee to assess training needs and to schedule training opportunities for local community college library staff in the proper use of the ILS and other networked resources provided by the Consortium. LTS shall provide in-person and/or online opportunities to train local library staff in cataloging. The Training Subcommittee will provide training opportunities in other ILS functions. Libraries agree to send staff to predetermined locations at Member institutions or to the SO classroom in Raleigh for training or to assist with training activities. LTS may make use of vendor-provided resources for training where appropriate.

Collection Development

Members recognize their individual responsibility to develop local collections of adequate and readily accessible library resources and services. Members will follow local procedures when acquiring library materials. However, Members agree to coordinate collection-development techniques accepted within the library profession to serve the information needs of all students within NCCCS and to reduce duplication of specialized learning resources.

Funding

Members agree to pay annually for their libraries to participate in CCLINC. The amount colleges pay for use of the ILS and its software will be determined based on the contract terms between the ILS vendor and NCCCS. After a Member has paid, there will be no full or pro rata refund upon withdrawal from membership.

Distance Education

Each Member will develop local procedures for supporting distance-education students as stipulated in requirements established by SACS.

FERPA

Members shall abide by the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, in creating library records. User records cannot contain Social Security or driver's license numbers. Because college-issued student identification numbers frequently serve as an alternative method for locating CCLINC user records, Members are required to password-protect user accounts that can be accessed with any form of a student ID number or that contain other personally identifiable information as defined by FERPA.

In the event a Member violates FERPA through a prohibited release of personally identifiable information, such Member shall be responsible for taking corrective action and for all costs, expenses and other damages that accrue from such release.

ADA

The Steering Committee shall work with LTS and the ILS vendor to ensure that the ILS is compliant with the Americans With Disabilities Act of 1990 [P. L. No. 101-336, 104 Stat. 328 (1990)].

Membership Procedures

Joining the Consortium

Any North Carolina community college interested in joining CCLINC must contact the LTS staff for an information packet. A college that accepts the terms of this Cooperative Agreement will send the membership application package to the LTS staff. LTS staff will submit the application to the Steering Committee for review. Upon determining that the applicant agrees to comply with the terms of this Cooperative Agreement and official written policies approved by the Steering Committee, the Steering Committee will vote to approve or deny membership. The applicant must agree that it will not batch load its library holdings into the CCLINC catalog and that it will re-barcode all holdings to conform to Consortium standards.

Exiting the Consortium

To leave the Consortium, a Member shall first contact the LTS Director of Library Services in writing. The Director will obtain a price quote for the cost of the removal of the exiting Member's records from the shared database. If the Member decides to exit the Consortium, it must submit a written notice, including the exit date and the method for extracting its data, to the Steering Committee. Upon determining that the plan for extraction and payment arrangements are acceptable, the Steering Committee shall instruct the Director of Library Services and the Systems Administrator to perform the extraction and to remove the Member's access to Consortium resources.

The notice to exit must be submitted at least 90 days prior to the beginning of the fiscal year.

LTS will arrange for the extraction of the Member's data from the shared database at the exiting Member's expense.

Evaluation of Agreement

The Steering Committee shall review this Cooperative Agreement annually. In January, the Steering Committee shall ask Members to review the Agreement. If a Member wishes to propose changes, it must submit its proposals to the Steering Committee by a deadline date as established by the chair. Steering Committee members may also submit proposals for changes. The Steering Committee shall evaluate the proposals and decide which are to be voted on by the membership

at the next CCLINC membership meeting. The Steering Committee shall approve by committee vote a revised version of the Agreement and provide it to the membership along with an explanation of the changes.

Each participating Member will receive one vote at the CCLINC membership meeting. A qualified voter shall be defined as the library director for a Member or his/her designated proxy. The chairperson of the Steering Committee or his/her designee shall preside over the meeting. A quorum of fifty percent of qualified voters plus one additional qualified voter must be present at the meeting either in person, by telephone (if made available by the Steering Committee), or via an online medium (if made available by the Steering Committee) for action taken at the meeting to be valid. Representatives must participate by one of the above three methods to vote. A two-thirds majority of the quorum is required to adopt the revised Cooperative Agreement. The outcome of such votes will be announced at the membership meeting and in the meeting minutes.

If there is no membership meeting in a particular year or a quorum cannot be reached at the meeting, the Steering Committee chair will coordinate the voting process on the Cooperative Agreement via e-mail. Fifty percent of qualified voters plus one qualified voter will constitute a quorum. A two-thirds majority of the quorum is required to adopt the agreement by e-mail.

Following the membership meeting, the Steering Committee shall review the revised document and confirm that it reflects any and all changes approved by the membership. Upon direction of the Steering Committee chair, the SO will then distribute copies of the revised Cooperative Agreement to all Members for signing by the institutions' presidents and library directors. The SO will also obtain signatures of the NCCCS president and the NCCCS divisional vice president who oversees library affairs. NCCCS Legal Affairs office will review the document's conformity to legal requirements. Upon receipt of a Member's signature page, the SO staff will return the original to each college and keep a copy on file. The Director of Library Services will notify the Steering Committee upon receipt of all signature pages and disseminate the signed, official version of the agreement to the Members.

Should representatives of a Member approve this Agreement during the membership meeting but choose later not to sign it, that institution's ability to add or remove bibliographic records from the ILS system shall be suspended until signature is obtained.

Term of Agreement

This Agreement is valid upon final approval by all parties for the fiscal year beginning July 1, 2017. If no annual agreement for the subsequent year is in place by July 1, 2018, the parties signing this Agreement may continue operating under its terms until a new agreement is approved and signed by all relevant parties.

The undersigned hereby agree to the aforementioned terms and conditions of this North Carolina Community College System Library Cooperative Agreement.

NC Community College System

By: Jennifer Haygood
Dr. James C. Williamson, President, or Designee

Date: 1/18/17

By: [Signature]
James L. Parker, Senior Vice President/
Chief Information Officer

Date: 1/18/17

Member

Institution Name: _____

By: _____

Name and Title: _____

Date: _____

By: _____

Name and Title: _____

Date: _____