

**ANNUAL FISCAL SPONSORSHIP AGREEMENT BETWEEN
ONEIDA PUBLIC LIBRARY & LITERACY COALITION of MADISON COUNTY NY**

The parties to this AGREEMENT are the Oneida Public Library (“OPL”) with its principal business address at 220 Broad Street, Oneida NY 13421 and the unincorporated nonprofit association known as the Literacy Coalition of Madison County NY (“LCMC NY”) with its principle place of business at 220 Broad Street Oneida, NY 13421.

RECITALS

- A.** WHEREAS the OPL in accord with a strong public mission that is responsive to the needs of its community in New York, approved the establishment of a restricted fund to receive gifts, grants, donations of cash and other property designated for support of the project known as the LCMC NY and to make disbursements in furtherance of the LCMC NY’s mission; and
- B.** WHEREAS, The LCMC NY is a consortium of public and private schools & libraries, businesses, not-for-profit groups, health care providers and government agencies committed to improving literacy in Madison County. The LCMC NY has this explicit mission:
“The Literacy Coalition of Madison County NY is a consensus-building initiative intended to unite the community around the importance of literacy, provide economies of scale to existing organizations to efficiently service those in need and provide hope to residents for sustainable change and an improved future.” and
- C.** WHEREAS, the OPL and the LCMC NY desire to hire and utilize an Executive the Director (the Director) to develop and maintain a Literacy Program for Madison County as directed by the Literacy Coalition’s Managing Partners that is consistent with this Agreement;

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. **Term of Agreement:** The term of this Agreement shall begin on July 1 of _____ and shall extend through and including June 30 of _____.
2. **Solicitation of Funds:** the LCMC NY shall secure gifts, grants, contributions, donations of cash and other property designated for support that will enable the OPL to employ a Director. Additionally, the LCMC NY shall secure gifts, grants, contributions, donations of cash and other property designated for support that will enable the Director to develop and maintain a Literacy Program as directed by Literacy Coalition’s Managing Partners. Such LCMC NY program maintenance may require the LCMC NY Managing Partners to recommend support personnel positions. All such support personnel to be compensated for working for the LCMC NY shall, upon approval by the OPL Board, become at-will employees of OPL.
3. **Receipt Funds and Administration of Funds:** Upon request of Managing Partners, the OPL shall receive and administer all gifts, grants, contributions, donations of cash and other property designated for support on behalf of the LCMC NY. The OPL shall ensure that all conditions of gifts, grants, contributions, donations of cash and other property designated for support established by donor (s) are fulfilled. Upon the request of the LCMC NY, the OPL shall provide

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the LCMC NY with a written accounting of any gifts, grants, contributions, donations of cash and other property designated for support received.

4. **Selection of the LCMC NY Director and support personnel:** the LCMC NY Managing Partners shall recommend the Director and any support personnel for the OPL to employ. Upon the request of the LCMC NY Managing Partners, the OPL shall terminate the employment of the Director and /or any support personnel.
5. **Employment of the LCMC NY Director and support personnel:** The OPL shall be the sole employer of the Director and any support personnel. The OPL shall consult with the LCMC NY's Managing Partners before establishing or modifying the terms and conditions of employment for the Director and any support personnel. The LCMC NY Managing Partners shall be solely responsible for the day-to-day supervision and for the periodic evaluation of the Director and any support personnel. OPL shall be solely responsible for Director's compensation (including salary, health insurance, payroll administration, workers' compensation, civil service coordination, etc.). The monies for the Director's and support personnel's salary and benefits will be taken from the gifts, grants, contributions, donations of cash and other property designated for support
6. **Equipment and Other Resources:** The LCMC NY shall be responsible for providing the Director with office space, supplies, and professional resources related to the development and maintenance of the Literacy Program.
7. **Literacy Program Budget:** The OPL and the LCMC NY shall mutually develop a Literacy Program Budget for the Director to administer for the benefit of the LCMC NY.
8. **Non-Assignment:** This Agreement may not be assigned by either party, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other party; and any attempts to assign the contract without such written consent will be null and void.
9. **Dispute Resolution:** In the event either party has a dispute relating to this Agreement, excluding the professional performance of the Director, it shall provide written notice to the other party of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) calendar days of receiving such notice, the receiving party shall contact the disputing party and a mutually acceptable time shall be set for the parties to meet and discuss the resolution. Both parties shall provide documentation or other information useful for resolution of such dispute. Both parties shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the parties cannot agree to resolve such dispute, either party may exercise its right to terminate pursuant to paragraph ten (10) of this Agreement.
10. **Terminations:** Both parties reserve the right to terminate this Agreement upon providing thirty (30) days written notice to the other party provided, however, that prior to providing such notice, the party seeking termination shall participate in dispute resolution as described in paragraph nine (9) of this Agreement.
11. **Notices:** Any notices or other communications that must be given in connection with this Agreement shall be in writing and shall be deemed to have been validly made or given when

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delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) If to the Oneida Public Library: the Carolyn Gerakopoulos, Director, Oneida Public Library, 220 Broad Street, Oneida, NY 13421

(b) If to the Literacy Coalition of Madison County NY: Michael Drahos, Chair in c/o the Oneida Public Library 220 Broad Street, Oneida NY, 13421

13. **Headings:** Headings or titles of sections are for convenience of reference only and do not constitute a part of this Agreement.
14. **Full Agreement:** This Agreement constitutes the full agreement between the parties. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties.

The parties have executed this Agreement on the day and year written below.

For the Oneida Public Library
Carolyn Gerakopoulos, Oneida Public Library Director

Date

For the Literacy Coalition of Madison County NY
Michael Drahos, LCMC NY Managing Partner Chair

Date