

Bloomington Public Library

Books are just the beginning.



BLOOMINGTON PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

Tuesday, December 19, 2017

5:30 p.m.

William C. Wetzel Reading Room
205 E. Olive Street, Bloomington, IL 61701

AGENDA

- I. Call to Order
- II. Roll Call
- III. Introduction of Public
- IV. Public Comment
- V. President's Report
- VI. Director's Report
- VII. Fiscal Report Presented by Kathy Jeakins, Business Manager
- VIII. Consent Agenda
 - A. Approve Minutes of November 21, 2017 Regular BPL Board Meeting
 - B. Approve Bills List of November 2017
- IX. Action Items
 - A. Approve Renewal of Reference USA
(Presented by Rachel Park, Adult Services eResources Selector)
 - B. Approve Competitive Bid for Property, Liability, Vehicle, Umbrella, Directors & Officers and Workers Compensation Insurance
(Presented by the Budget and Personnel Committee)
 - C. Approve LIRA By-laws and Membership Resolution
(Presented by Jeanne Hamilton, Director & Kathy Jeakins, Business Manager)
 - D. Approve Farnsworth Contract Amendment No. 1
(Presented by Alex Cardona, President & Jeanne Hamilton, Director)
 - E. Approve a Resolution Adopting a Policy Prohibiting Sexual Harassment
(Presented by Jeanne Hamilton, Director & Gayle Tucker, HR Manager)
 - F. Approve a Family Medical Leave Act Policy
(Presented by Jeanne Hamilton, Director & Gayle Tucker, HR Manager)
- X. Discussion Items
 - A. Review of the Staff Safety Committee Report and Serving Our Public Safety Chapter
 - B. Discussion on Library Expansion
- XI. Comments from Board Trustees
- XII. Adjournment

APPROVAL OF BILLS

BILLS LIST

Approved by BPL Board of Trustees, Dec. 19, 2017

Signature, BPL Trustee

Vendor	Line Item	Amount
Amazon.com, LLC	A/V Materials	2,836.55
Amazon.com, LLC	Building Mtnc Supplies	34.99
Amazon.com, LLC	Computer Supplies	99.98
Amazon.com, LLC	Employee Relations	104.59
Amazon.com, LLC	Janitorial Supplies	31.80
Amazon.com, LLC	Library Supplies	232.49
Amazon.com, LLC	Office Supplies	60.56
Amazon.com, LLC	Other Purchased Services	99.16
Ameren IP	Electricity	5,307.88
American Pest Control	Building Maintenance	80.00
Bibliotheca, LLC	Office/Equipment Mtnc	199.00
Bloomington Rotary Club	Membership Dues	300.00
CDW Government	Computer Supplies	79.12
Cengage Learning	Adult Books	45.73
CIRBN, LLC	Telecommunications	420.33
City of Bloomington	Dental Insurance	1,197.40
City of Bloomington	FICA	11,168.21
City of Bloomington	Gas & Diesel Fuel	71.76
City of Bloomington	Health Insurance-HMO	4,631.36
City of Bloomington	Health Insurance-PPO	26,481.46
City of Bloomington	IMRF	20,644.75
City of Bloomington	Life Insurance	268.80
City of Bloomington	Medicare	2,611.92
City of Bloomington	Payroll	191,709.43
City of Bloomington	Vision Insurance	220.40
City of Bloomington	Water	632.59
Consolidated Communications	Telecommunications	874.00
Cummins Mid State	Vehicle Maintenance	198.26
Dell Marketing, L.P.	Computer Supplies	3,669.81
Demco	Library Supplies	1,122.04
Ebsco Subscription Services	Periodicals	72.77
Frontier	Telecommunications	2,073.99
Hamilton, Jeanne	Travel	246.10
Hoopeston Public Library District	Miscellaneous Expenses	29.95
IDK, Inc.	Employee Relations	50.00
Illinois Wesleyan University	Other Purchased Services	579.29
Imaging Office Systems, Inc.	Office/Equipment Mtnc	700.00
Ingram Library Services	Adult Books	47.36
Itasca Community Library	Miscellaneous Expenses	24.99

Library Journals	Professional Development	555.00
Massie, Rhonda	Advertising	219.69
Massie, Rhonda	Other Purchased Services	20.00
Massie, Rhonda	Professional Development	518.50
Midamerica Books	Adult Books	207.60
Midwest Tape	A/V Materials	48.73
Miller Janitorial Supply	Janitorial Supplies	205.22
NewsBank, Inc.	Public Access Software	14,720.00
Nugent Consulting, LLC	Other Purchased Services	300.00
Office Depot	Library Supplies	79.99
Office Depot	Miscellaneous Expenses	36.89
Office Depot	Office Supplies	454.66
Office Depot	Other Purchased Services	58.20
Penguin Random House, LLC	A/V Materials	50.00
Penworthy Company, LLC	Children's Books	2,562.04
Pilot Media, LLC	Advertising	200.00
ProQuest, LLC	Downloadable Materials	28.79
Recorded Books, Inc.	A/V Materials	384.89
Ricoh USA, Inc.	Rentals	1,609.94
Ron Smith Printing Co.	Printing/Binding	510.00
Rosedrew, Inc.	Library Supplies	773.92
Taylor, Pamela	Other Purchased Services	136.00
Vernon Library Supplies, Inc.	Library Supplies	307.40
Weaver's Rent-All	Building Mtnc Supplies	793.60
Weaver's Rent-All	Rentals	750.00
Weber Electric, Inc.	Building Maintenance	171.00
World Book, Inc.	Children's Books	999.00
VISA - 1000 Bulbs	Building Mtnc Supplies	1,249.25
VISA - AmazonPrime	Membership Dues	10.99
VISA - American Library Association	Membership Dues	213.00
VISA - Baker & Taylor Books	A/V Materials	8,237.93
VISA - Baker & Taylor Books	Adult Books	12,408.55
VISA - Baker & Taylor Books	Children's Books	4,397.78
VISA - Bloomington Normal Economic Development	Professional Development	60.00
VISA - Demco	Library Supplies	323.80
VISA - Dollar General	Office Supplies	19.00
VISA - Elm USA	Library Supplies	774.95
VISA - Evanced Solutions, LLC	Office/Equipment Mtnc	1,350.00
VISA - Farm & Fleet	Janitorial Supplies	225.43
VISA - Farm & Fleet	Uniforms	139.97
VISA - Five Star Water Co.	Miscellaneous Expenses	48.70
VISA - Future US, Inc.	Periodicals	19.95
VISA - GameStop	A/V Materials	683.42
VISA - GameStop	Other Purchased Services	239.96
VISA - Hobby Lobby	Other Purchased Services	112.48
VISA - HR Direct/G Neil	Office/Equipment Mtnc	273.75
VISA - Illinois Audubon Society	Membership Dues	25.00
VISA - Jewel	Employee Relations	217.64
VISA - Jewel	Other Purchased Services	72.37
VISA - Office Depot	Library Supplies	58.94
VISA - Park One	Professional Development	28.00
VISA - Party City	Employee Relations	11.94
VISA - Portillo's	Employee Relations	447.59

VISA - S & S Worldwide	Employee Relations	(47.92)
VISA - Sam's Club	Library Supplies	159.96
VISA - Springfield Electric	Building Mtnc Supplies	1,094.40
VISA - Stacked	Professional Development	12.02
VISA - SteamGames.com	Public Access Software	100.00
VISA - Tractor Supply Co	Janitorial Supplies	399.96
VISA - Twin City Awards	Other Purchased Services	45.00
VISA - Usborne Books	Children's Books	910.11
VISA - USPS	Postage	6.59
VISA - Valve	Public Access Software	100.00
VISA - Verizon Wireless	Telecommunications	126.26
VISA - Wal-Mart	Employee Relations	38.00
VISA - Wal-Mart	Janitorial Supplies	146.91
VISA - Wal-Mart	Library Supplies	37.06
VISA - Wal-Mart	Miscellaneous Expenses	17.00
VISA - Wal-Mart	Office Supplies	48.10
VISA - Wal-Mart	Other Purchased Services	37.66
VISA - Wal-Mart.com	Library Supplies	71.98
VISA - Wal-Mart.com	Miscellaneous Expenses	23.88
VISA - Wal-Mart.com	Office Supplies	616.00
VISA - Windstream	Telecommunications	117.82
Total		341,671.06

Bloomington Public Library

Books are just the beginning.

Find

Use

See & Do

Participate

November 2017

Goal: Explore and implement strategies to improve access to the library and its resources.

This month, the State Farm Innovation team led a brainstorming/innovation session with staff. The focus for the session was "How can we build engagement to ensure support in the future?" We had 9 staff members participate and cultivated a variety of interesting ideas. Our next step is to go through those ideas and decide which ideas would be achievable with our current resources.

This month, I also:

- Attended the Downtown Task Force meeting (1).
- Attended the EDC Community Leaders event.
- Met with County Board Member Josh Barnett.

Goal: Provide sustainable services, collections and programs to meet the needs of our diverse community.

We have learned that our current meeting room reservation product will eventually be phased out. I created a staff working group to review potential meeting room reservation software solutions.

Colleen, Sara, and I met to discuss some of the mechanical issues that the bookmobile has been experiencing. We reviewed warranty documentation and discussed a plan to contact the manufacturers.

Goal: Recruit, train and develop a knowledgeable, collaborative staff.

We celebrated our staff and volunteers with our annual appreciation day. Managers of employees' celebrating milestone anniversaries create biographies to celebrate them. We also provide staff with appreciation meals and a gift (this year the gift was a t-shirt that said, "Reading is my Superpower").

This month, I also:

- Worked with Gayle to revise our Harassment policies to comply with new Illinois laws.
- Worked with Colleen as she completed her first monthly statistics report.
- Finished the ISU Leadership Certification Program (attended 1 leadership panel and our "graduation" ceremony).
- Attended an Illinois Library Association Conference Committee meeting.
- Attended a Trends in Safety and Security for Libraries Webinar
- Attended a Library HR Managers and Directors' Meeting.

Goal: Administer a cost-effective public library.

Alex and I presented the estimated levy request to the City Council on November 13th. The levy estimate was approved by the City Council 7-2. The City Council will vote to adopt the final levy on Dec. 11th.

This month, I also:

- Worked with Kathy and our consultant to open and review the bids submitted for our property, liability, vehicle, umbrella, directors & officers and workers compensation insurance.
- Worked on the Per Capita Grant application.
- Attended the Foundation meeting.

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Adult Services - November, 2017
Carol Torrens, Manager

Collections

Marcie completed grubby item removal and collection check for fiction authors Ma-McM using Collection HQ reports.

Marcie weeded the fiction audiobooks due to space constraints.

Programs

The Nov. 5 Author Fair was a HUGE success. Approximately 175 people attended and interacted with the 16 authors present. A Girl Scout troop working on a writing project attended. They had prepared questions to interview the authors. Several other attendees were aspiring writers themselves, looking for advice about the writing/publishing process. Everyone—authors and attendees alike—had a great time.

Marcie used the LibraryAware newsletter software to create a more detailed and attractive list of 2018 mystery book club titles for the website.

Displays in Adult Services: "good" books (based on Good Reads ratings), gluten free and vegan cookbooks, Native American Heritage Month, health care/health insurance for ACA registration. The theme in the DVD area was National Adoption Month, featuring movies about adoption or containing an adopted character.

Tiffany visited schools for book talks and promotion of library events. The number of students she reached is listed per each school
NCHS—12; EJHS—43; CJHS—20; BHS—0; PJHS—85; KJHS—80; BJHS (3 visits)—403

Adult/Family programs

Fiction Book Club – 1 session – 4 attended

Mystery Book Club – 1 session – 6 attended

Books on Tap – 1 session – 8 attended

History Reads quarterly book club – 1 session – 15 attended

Second Wednesday Classic Movie – 1 session – 6 attended

Medicare Basics with Foundation for Financial Education – 1 session – 38 attended

SCORE Small Business series: Getting Started with WordPress – 1 session – 8 attended

Local Authors Fair – 1 session – 175 attended

Lincoln's Eighth Judicial Circuit with Guy Fraker – 1 session – 25 attended

Teen Programs

Teen Advisory Board – 2 sessions – 0 attended

Teen DIY: Holiday Wreaths – 1 session – 25 attended

Anime Movie Marathon – 1 session – 20 attended

Training & Technology

There were 6 individual appointments with an Adult Services staffer. Topics: three about ebooks, one on job application & resume, and two for the same customer on learning a new phone.

Rachel attended a day-long seminar at the Harold Washington Library in Chicago: Designing the Future: A Design Thinking Workshop.

Rachel also participated in a State Farm brainstorming session held here at the library. Several staff attended Mini-morning sessions about One Drive and about health insurance open enrollment.

Karen H. watched Handling Inappropriate, Hot Button, and Controversial Conversations webinar. Clare watched a Dealing with Difficult Patrons webinar. Rachel watched two webinars: EResources Statistics Usage and Driving Digital Content. Carol, along with other managers, watched Trends in Safety and Security for Libraries webinar.

Daphne watched the Run, Hide, Fight active shooter training video.

Staffing

Due to a part-time desk staff person being on leave, shelver Kelly Scheffert has been temporarily upgraded and is training to work on the Reference Desk through early March.

New shelver Conrad Niederhauser has completed training.

BUSINESS OFFICE - November 2017
Kathy Jeakins, Manager

- Credit Card Usage: I reviewed all credit card transactions daily; entered all credit card transactions in account files; requested cards for new staff or staff new to using the credit card system; and reported problems staff had accessing their accounts
- The Book Shoppe continued to be a success; they have collected over \$14,000 this fiscal year
- Completed various applications for insurance agents for their proposals, which were due Nov 10
- Helped with decorations for Appreciation Day, which was Nov 7
- Entered the Library budget in MUNIS by the deadline of Nov 13
- Prepared 1 expense batch in MUNIS
- Prepared 16 deposit batches in MUNIS
- Prepared 1 Journal Entry
- Entered 6 expense batches in account files
- Entered 27 deposit batches in account files
- Expenditures in November in excess of \$5,000:
 - NewsBank in the amount of \$14,720 for annual online newspaper service, approved by BPL Board of Trustees on 11/21/17
- Meetings:
Department Managers: 11/8, 11/15, and 11/29

BPL Board Meeting: 11/21

GPPLD Board Meeting: 11/15

Foundation Board Meeting: 11/8

- Bills review in November: Dianne Hollister (11/6 and 11/20), Susan Mohr (11/13) and Alicia Henry (11/27)
- Training Hours for November: 0

Children's Services – November 2017
Melissa Robinson, Manager

Programs

- Celebration of India – 371 attended
- Brick by Brick story time – 2 sessions – 26 attended
- Lapsit story time – 2 sessions – 26 attended
- Toddler time – 6 sessions – 143 attended
- Preschool story time – 3 sessions – 65 attended
- Move and Learn story time – 4 sessions – 61 attended
- Tales for Tails – 2 sessions – 28 attended
- Global Tales – 6 attended
- Singing, Swinging story time – 30 attended
- TinkerLab – 15 attended
- 23 programs/sessions offered total – 771 attended

Children's staff visited the following groups and events:

- Milestones Preschool – 48 attended
- Brigham Headstart – 2 classes – 82 attended
- Oakland School Fun Night – 120 attended
- Mid-State Reading Council's Carnival of Reading – 55 attended

The following groups visited the library for programming and tours:

- Bloom School – 2 visits – 27 attended total
- Oakland School – 10 attended
- Colene Hoose School – 45 attended

Training

- Children's staff attended the mini morning sessions about the Outreach library associate position.
- Jesse and Rondalea attended the Central Illinois Regional Children's Librarians summer reading performer's showcase.

Other

- Jesse was recorded by the 21st Radio Show and gave suggestions for books to buy for kids as gifts.
- Danny applied for the "Autism Welcome Here" grant.

- Danny and I met with Jacquie Mace from Autism McLean to plan future collaboration.

Circulation and Outreach Services - November 2017

Colleen Shaw, Manager

1) Staff, committees, and training

- Katy Stein attended a PATH seminar that provided an overview of the services they offer to Bloomington-Normal residents.
- Michelle Cope was able to pick up on some great ideas from the Transforming Your Library Through Community Partnerships event she attended in Oaklawn.
- Madison Williams, who worked as a part-time LTA for over two years in our department, left to accept a position elsewhere. She will be missed!

2) Outreach news

- Home Delivery staff delivered 394 items to 40 patrons this month.
- Deposits staff delivered 609 books to 9 sites this month. Other than their regularly scheduled Tech Day, Deposits is taking a break from programming this month to regroup and plan for a great 2018!
- The Bookmobile was out of service for maintenance on Tuesday (11/21) and Saturday (11/25).

3) Technology

- We cleaned up our current user statistics report to more accurately portray active card holders.

Door Count: 25,983

Bookmobile Customers: 730

Training Hours: 68

Volunteer Hours: 21

(11/2017) Circulation and Outreach Services Statistics

Total Circ BPL	97,716
Total Circ Main	85,196
Adults	44,380
Teens	1,927
Children	38,889
Total Circ Outreach	5,213
OTR Adults	2,165
OTR Teens	131
OTR Children	2,917
Total Circ eBooks	7,307
Hoopla	1,139
MyMediaMall	5,773
RBDigital (Zinio)	267
TumbleBooks	128
Borrowers Registered	235
Total Active Cardholders	33,910
Children	7,030
Teen	3,176
Adult	23,704
GPPLD	1,332
Total Holds Filled	8,618
Main Holds	6,086
Outreach Holds	1,200
Door Count	25,983

10 Stops with Highest Circulation

DAY	LENGTH	STOP	CIRC
THUR	2.5	WINGOVER APTS	646
TUE	1	PONDS APTS	184
MON	1.5	THE GROVE	181
THUR	1.25	EAGLE RIDGE	167
WED	1.25	RAINBOW AVE	164
WED	1	EAGLE CREST	127
MON	1	ROLLINGBROOK SOUTH	112
TUE	1.25	EAGLE CREEK	108
WED	1	GARLING HEIGHTS	95
MON	1	ROLLINGBROOK SOUTH	91

5 Stops with Lowest Circulation

DAY	LENGTH	STOP	CIRC
SAT	1	FOX CREEK	0
SAT	1	HEARTLAND HILLS	0
THUR	1.5	SUNNYSIDE PARK	0
TUE	1	BEICH RD.	3
FRI	1	MARKET SQUARE SHOPPING CENTER	4

Total Monthly Stops: 57 (at 47 locations)

Circulation Questions Answered: 810

Outreach Questions Answered: 61

Total Questions Answered: 871

	January	February	March	April	May	June	July	August	September	October	November	December
Total Circ												
2013	135,806	117,209	134,007	128,915	122,888	146,819	154,032	135,012	119,417	121,594	120,493	110,073
2014	116,717	106,520	124,081	111,830	107,779	141,538	142,819	123,207	116,986	118,036	112,807	109,247
2015	115,409	106,414	120,059	109,664	110,534	140,366	132,776	121,986	109,079	115,446	107,593	108,085
2016	115,834	107,977	114,870	107,576	111,304	131,572	128,439	116,681	104,656	112,022	105,100	97,912
2017	113,831	100,674	110,265	96,693	103,159	113,776	112,791	107,594	93,335	101,602	97,716	
Main Circ												
2013	124,116	111,489	122,741	122,198	111,484	136,371	142,283	126,755	108,180	110,152	111,062	101,115
2014	106,624	102,576	118,907	105,133	101,459	136,527	130,193	111,651	106,393	108,351	103,053	103,341
2015	110,164	97,499	108,559	103,495	98,882	127,685	123,212	108,030	102,131	102,693	95,683	96,524
2016	103,448	96,129	102,051	94,675	97,826	117,687	115,404	106,625	97,633	97,679	92,573	87,161
2017	100,185	87,246	96,002	83,182	89,162	103,766	99,545	92,320	80,657	88,108	85,196	
Active Users												
2013	31,325	31,422	31,325	31,933	32,747	33,874	33,374	34,727	35,905	36,210	36,755	37,045
2014	37,445	37,890	38,378	38,088	37,730	37,208	37,006	36,791	36,605	36,438	36,085	35,895
2015	35,612	35,316	34,990	34,709	34,434	34,209	33,986	33,696	33,304	33,031	32,796	33,342
2016	33,460	33,162	33,063	32,875	32,871	33,243	32,994	32,890	35,412	35,144	35,177	35,068
2017	35,357	35,244	35,363	35,216	35,308	34,469	34,287	34,205	34,017	34,819	33,910	

Human Resources - November, 2017
Gayle Tucker, Manager

- Staff Development
 - I attend and encourage attendance at mini training sessions offered by the Staff Development Committee
 - I attended a Mini Morning Session on Outreach Services
 - I share relevant training opportunities with Department Managers
 - I attended the Town Hall meeting on health insurance for 2018 and open enrollment
 - I attended a webinar on Safety & Security Trends in Libraries
- Expand use of SharePoint as staff Intranet
 - I contribute news to the monthly staff newsletter
 - I update the Staff Directory at least once a month
 - I post in-house Job Announcements to SharePoint
- In November, I participated in nine interviews
- In November, there was one in-house job announcement
- In November, I provided orientation sessions to four new staff members
- I serve on the negotiating team for renewal of the union contract
- I serve as the Work Study Coordinator with Illinois Wesleyan University
 - We have ten students hired for this school year
- Participate in Munis implementation including Time Clock, Fixed Asset module, and on-line Employment Application
 - We continue a double-checking system for time entry until new timeclocks are implemented
 - All employees receive Munis Employee Self Service setup information and instruction during new employee orientation. This information is also on Sharepoint.
 - I work proactively with the Payroll Department to ensure correctness of paychecks
 - Munis will be upgraded on Dec. 12 and 13
- Recruit, coordinate and utilize volunteers effectively
 - We are currently accepting volunteer applications for Movie Hosts
 - I serve as our Volunteer Coordinator
- I closely track hours worked by part-time staff

Training hours received: 1.5

Information Technology – November 2017

Jon Whited, Manager

Operational

We added two additional surveillance cameras to the lower floors to monitor the aisles of the collection and to monitor the elevator.

Setup a Coral server to be able to track our online databases.

Contacted Unit 5 about getting their student data so that we can get library cards to the students that reside in Bloomington.

Programming

We had a Fidget spinner program where the 50 kids were able create their own fidget spinner. We printed out one of the spinners during the program and then printed the rest for the kids to pick up later.

Marketing - November 2017

PROGRAM GUIDE

- The January-April Program Guide was compiled, designed, edited throughout the month of November. It was sent to the printer on December 4.
 - The program guide will be distributed:
 - Via email to approximately 23,500 cardholders
 - Via backpacks to 2,800 District 87 students in grades K-5
 - At the Library
 - On the Bookmobile
 - On the Library's website

ELECTRONIC OUTREACH

- During the past month:
 - the Library added 38 Facebook followers for a total of 5,799;
 - the Library added 24 Instagram followers for a total of 884;
 - the Library added 11 Twitter followers for a total of 1,854;
 - 49 new cardholders who signed up to receive our Program Guides via email.
- The Library has 214 current text subscribers.
- The Library's Bookmobile stops combined have 684 text subscribers.

DESIGN WORK

Other / Misc

We've updated our Spanish Library Card Application. This was long overdue. It will go to the printer in early December.

Change Display Case to seek groups for April's Hobbyist Expo

Thanksgiving closure signs, multiple digital and paper formats

Website Highlight Boxes

Promote Guy Fraker's program

Promote TumbleBooks

Display Signs and Digital Signs

Display sign – What's Your Favorite Genre of Books?

Display sign – Be Encouraged and Uplifted by Inspirational Fiction

Signs announcing Christmas and New Year's Closures (digital and paper)

Sign thanking donor for cookies at Local Author's Fair

Annual Magazine Sale signage

Plasma Art:

- Tumble Books
- Hoopla
- Christmas & NY closures
- Read to Your Bunny

New/Updated Handouts

Merit Badge Series Bookmarks

Program Publicity (multiple digital formats & paper)

Jan-Apr 2018 Program Guide

Winter Break Flier

Mystery Book Club Bookmarks

Fiction Book Club Bookmarks

Celebration of India (multiple print and digital pieces)

Teen DIY Holiday Gifts: Bath Bombs and Sugar Scrubs

December Calendars

Additional Print Requests

- (300) Green generic (non-Kindle) Overdrive
- (300) Hoopla
- (150) Please Tell Us - patron comment slips
- (150) Home Delivery
- (150) Deposit Collection Sites
- (150) Lynda half-size
- (150) Text alerts
- (20) Got Books? (Donation Days Bookmark; also required an update)
- (50) Wireless Printing
- (50) Mending/Discard Slips
- (100) Story Time fliers
- (30) Second Wednesday Classic movie fliers
- (250) Podcast fliers

PODCAST

- As of December 4, the podcast has been downloaded 6,990 times.
- Upcoming Podcast Topics (tentative):
 - December – IWU's addition of an eSports team
 - January – Local drag queen Sharon Share Alike and the pageant she purchased which she's bringing to Bloomington
 - February – Storytelling with Emmy-winning storyteller Bobby Norfolk who will be here for a library program
 - March – Interview with author Jamie Ford
 - April - Local Breweries and Brewers – interviews with White Oak, Destihl, and the owner of the home brew shop

ONGOING PROMOTION

The Library:

- sends a monthly eBlast to cardholders who've opted to receive such information:
 - On November 1, an eBlast promoting BPL's Consumer Reports subscription was delivered to 23,552 cardholders.
 - On November 30, an eBlast promoting BPL's TumbleBooks resource was delivered to 23,487 cardholders.

- These eBlasts are now also being posted to Facebook and Twitter after they've been received via email.
 - sponsors WGLT's Grow program and podcast. Though the program is about growing things in the sense of having a green thumb, we're playing it as "Bloomington Public Library, where minds go to grow." Through April 24, 2018, we'll get two on-air spots per week on WGLT. These will both air on Fridays before their Grow show airs (once in the morning and once in the afternoon). These spots change weekly and promote upcoming library programs. We also receive an ad at the beginning of WGLT's Grow podcast. For this spot, we promote the Library's podcast.
 - has a monthly radio advertising package with Great Plains Media's Magic 99.5;
 - submits all its Children's & Teen programs to the Macaroni Kid website each month;
 - submits all its programs to the Eastside Neighbors Magazine each month;
 - submits all its non-recurring programs to the print edition of *The Pantagraph* Daily Calendar;
 - submits select programs to PATH's bi-weekly eNewsletter;
 - submits select programs to the DBA's eNewsletter;
 - is interviewed twice each month for Book Talk radio spots on WJBC;
 - contracts with Magic Blue Box, a text notification service. Patrons must opt in to receive texts about the Library or text reminders on the day of their Bookmobile stop.
 - runs an ad in each Community Players playbill.
- Additionally, Library programs appear on the Library's website and on the plasma TV in the Library's lobby. And the Marketing Department continues to compile and distribute the monthly Staff Newsletter.

NON-STANDARD MEETINGS/TRAINING

- November 1: Quarterly Non-Profit Collaboration Meeting
- November 15 & 16: Library Marketing and Communications Conference in Dallas
 - Served as a presenter during the Media Panel
 - Served as a presenter with LibraryAware about our 6-month eBlast Pilot
- November 28: spoke (quickly) to the Chamber's Next Professionals group as their monthly meeting took place at BPL. About 60 people were in attendance.
- November 29: Designing the Future: A Design Thinking Workshop in Chicago with Rachel Park of AS and Tura Dover of TS.

Support Services – November 2017

Caprice Prochnow, Manager

- Meetings:
 - Safety Committee – November 2
 - Foundation Board meeting – November 8
 - Department Managers – November 8, 15 and 29
 - Trends in Safety & Security for Libraries – November 15
 - Part-time Security Officer Interview – November 16
 - BPL Board regular meeting – November 21
 - MMS on Outreach Services – November 28
- Custodial staff –
 - Installed replacement floor mat in Circulation Sorter area.
 - Have begun replacing lamps in the 2' fluorescent fixtures in the building.
 - Shampooing of carpet and area rugs in different areas.
 - Greased and adjusted some chairs and carts in Children's.
 - Staff restroom sinks - Adjustment of faucet handles and clearing of a clogged drain.
- Support Services staff turned over every table and chair in the CS and AS public areas to check for security tags. No tags were found, but lots of gum had to be scraped off! Along with this, each piece of furniture was tagged with a number to correspond with our seating diagram.
- The garage door remote was replaced in the van.
- Security Officers, Tom and Andrew have both attended PATH training.
- I met with Jeanne and Jon to discuss adding additional cameras throughout the Library.
- The salt container has been set and filled for the season. Now, all we need is some snow! Two new push spreaders were purchased for distributing the salt.
- A fire drill with all the bells and whistles, and with the public in attendance was conducted on November 27, and staff did great in getting the building cleared. We discovered a few things we need to tweak in the evacuation procedures (which is why we have drills). Along with this, two of the workrooms just had strobe devices which were not real effective, so those will be replaced with horn/strobe devices.
- The Safety Committee met to review Chapter 12, "Safety," of "Serving Our Public 3.0: Standards for Illinois Public Libraries, 2014." A report on the Library's progress in meeting these will be submitted to the Director.
 - Alpha Controls had to replace a circuit switch in their panel that had failed and make some adjustments to the economizer controls on the roof top air handler. They also gathered information on the drive for the AHU supply fan to give us a price on replacing it.
 - Mid-Illinois Mechanical manually overrode the supply fan on the air handler, so that it would continue to run until the controls issue was resolved. It was

discovered that some bearings are failing on the supply fan motor, so this will be a future repair.

- Weber Electric ran some diagnostics on the drive for the supply fan of the main air handler, replaced lamps in the high ceiling of AS, repaired a fixture in Circulation, replaced defective LED lamps in post lights on the north side of the building, and began replacing lamps in the fixtures on the south, exterior side of the building.
- Earthwise Water Solutions checked the chemical levels in both the hot and chilled water loops for the HVAC system, and proposed some changes to the process for adding chemicals to make it more efficient.

Training: 5 hours

Technical Services – November 2017

Allison Schmid, Manager

GOAL - To provide sustainable services, collections, and programs to meet the needs of our diverse community.

- Allison went with Jesse and Rondalea to the performers showcase in Peoria.
- The old RFID tagging equipment in the AS workroom has been removed to make way for a small cart. The small cart will be the initial landing spot for any new serial non-fiction item that Mary needs to see before it hits the shelves.
- Allison scheduled 4 programs for the Bloomington Reads program series. 2 Jazz concerts, a drawing class, and Mark Farina author visit.
- Allison and Carol took a tour of the BHS Auditorium for the Bloomington Reads main author event.

GOAL – To recruit, train and develop a knowledgeable, collaborative staff.

- Allison and Marion met to discuss her trip to ILA.
- Staff participated in a contest to choose the next elevator wrap.
- Allison worked multiple Teen Zone shifts.
- TS stepped in to help set up Appreciation Day lunch.
- Allison attended a webinar entitled Trends in Safety and Security for Libraries with Dr. Steve Albrecht.
- All TS staff went to a MMS on Outreach Services.
- Training hours – 4

GOAL – To work effectively through the use of technology

- The online magazine records now reflect the change from Zinio to RBDigital. They can be searched either way.

GOAL - To administer a cost-effective public library.

- Volunteer hours – 10

November 2017

BPL Monthly Stats

Materials	Added	Withdrawn
Adult Fiction	660	621
Adult Nonfiction	253	455
Juvenile Fiction	668	856
Juvenile Nonfiction	139	120
Adult CDs	116	81
Juvenile CDs	5	2
Adult DVDs	222	307
Juvenile DVDs	139	72
Adult Audio	31	243
Juvenile Audio	1	1
Adult Computer Games	17	10
Juvenile Computer Games	75	8
Total Adds/Withdraws	2326	2776

Total Items in Main	307286
Total Items in OTR	11501
Total Items in Library	318787

BLOOMINGTON PUBLIC LIBRARY
FY 2017 FISCAL REPORT

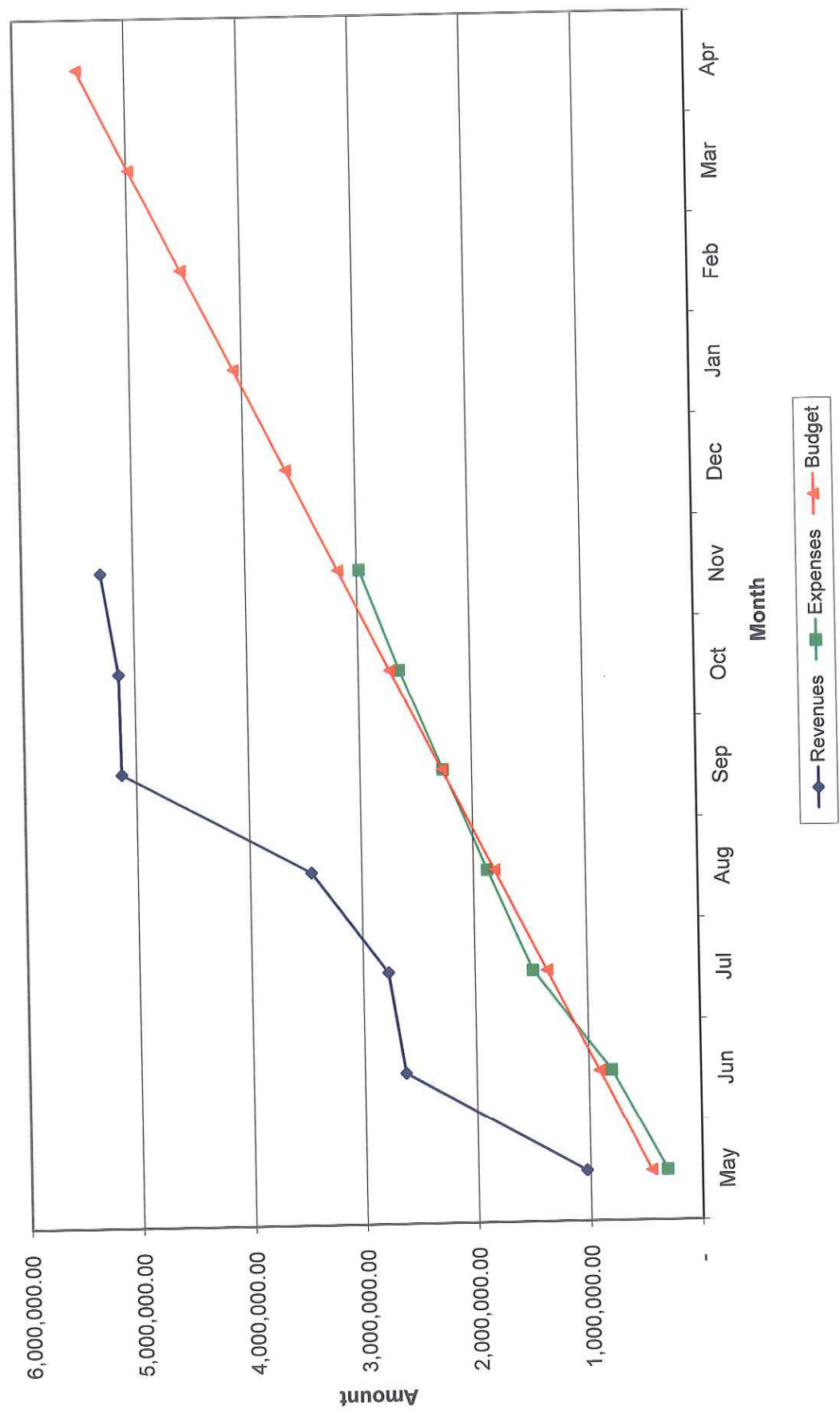
REVENUES:

ACCT NAME	BUDGET	NOV 2017	YR-TO-DATE	AMOUNT OVER/UNDER	% RECEIVED
Property Tax	4,683,111	121,624.72	4,679,452.84	(3,658.16)	99.9
Replacement Tax	130,400	0.00	130,400.00	0.00	100.0
State Grants	59,000	0.00	0.00	(59,000.00)	0.0
GPPLD	400,000	14,753.82	388,023.29	(11,976.71)	97.0
Fees & Rentals	85,000	4,551.83	39,470.24	(45,529.76)	46.4
Copies	3,500	266.00	2,070.90	(1,429.10)	59.2
Interest on Investments	5,000	3,311.44	21,286.82	16,286.82	425.7
Interest From Taxes	0	31.22	31.22	31.22	-----
Sale of Property	1,000	0.00	3.75	(996.25)	0.4
Donations	27,150	425.00	4,529.47	(22,620.53)	16.7
Cash Over/Short	0	1.49	4.18	4.18	-----
Other	41,200	3,383.77	27,013.56	(14,186.44)	65.6
Total Revenues	5,435,361	148,349.29	5,292,286.27	(143,074.73)	97.4

ACCT NAME	BUDGET	NOV 2017	YR-TO-DATE	AMOUNT OVER/UNDER	% SPENT
Full-Time Salaries	2,139,895	160,539.56	1,151,854.93	(988,040.07)	53.8
Part-Time Salaries	435,888	29,329.54	217,919.39	(217,968.61)	50.0
Seasonal Salaries	62,005	1,840.33	35,400.36	(26,604.64)	57.1
Overtime Salaries	1,100	0.00	0.00	(1,100.00)	0.0
Total Sals & Wages	2,638,888	191,709.43	1,405,174.68	(1,233,713.32)	53.2
Dental Insurance	13,122	1,197.40	8,089.70	(5,032.30)	61.6
Vision Insurance	2,155	220.40	1,489.30	(665.70)	69.1
Health Insurance, BC/BS PPO	236,544	26,481.46	174,147.81	(62,396.19)	73.6
Health Insurance, OSF HMO	84,996	4,631.36	35,696.40	(49,299.60)	42.0
Life Insurance	3,100	268.80	1,796.02	(1,303.98)	57.9
IMRF	318,417	20,644.75	153,443.11	(164,973.89)	48.2
FICA	170,762	11,168.21	81,901.22	(88,860.78)	48.0
Medicare	38,248	2,611.92	19,154.13	(19,093.87)	50.1
Worker's Comp	17,075	0.00	(643.00)	(17,718.00)	-3.8
Uniforms	700	209.97	342.77	(357.23)	49.0
Tuition Reimbursement	20,000	0.00	7,648.00	(12,352.00)	38.2
Other Benefits	20,000	0.00	8,426.87	(11,573.13)	42.1
Total Benefits	925,119	67,434.27	491,492.33	(433,626.67)	53.1
Rentals	30,000	2,359.94	10,273.63	(19,726.37)	34.2
Total Rentals	30,000	2,359.94	10,273.63	(19,726.37)	34.2
Building Mtn	123,600	2,203.65	51,991.26	(71,608.74)	42.1
Vehicle Mtn	5,500	198.26	3,313.00	(2,187.00)	60.2
Office & Computer Mtn	169,950	2,623.75	120,768.88	(49,181.12)	71.1
Total Repair/Mtn	299,050	5,025.66	176,073.14	(122,976.86)	58.9

ACCT NAME	BUDGET	NOV 2017	YR-TO-DATE	AMOUNT OVER/UNDER	% SPENT
Advertising	33,000	658.13	12,507.95	(20,492.05)	37.9
Printing/Binding	19,570	882.76	5,619.66	(13,950.34)	28.7
Travel	1,000	31.93	222.71	(777.29)	22.3
Membership Dues	5,150	223.99	1,927.45	(3,222.55)	37.4
Professional Development	14,000	1,195.52	7,237.14	(6,762.86)	51.7
Other Purchased Services	130,000	3,008.57	73,150.84	(56,849.16)	56.3
Property Insurance	25,000	0.00	0.00	(25,000.00)	0.0
Vehicle Insurance	4,200	0.00	0.00	(4,200.00)	0.0
Other Insurance	5,700	0.00	0.00	(5,700.00)	0.0
Total Purchased Services	237,620	6,000.90	100,665.75	(136,954.25)	42.4
Office Supplies	15,000	1,393.43	4,626.87	(10,373.13)	30.8
Computer Supplies	82,400	9,381.69	60,181.71	(22,218.29)	73.0
Copier Supplies	3,500	0.00	2,086.90	(1,413.10)	59.6
Postage	12,360	229.13	318.04	(12,041.96)	2.6
Library Supplies	77,250	4,016.11	27,994.92	(49,255.08)	36.2
Janitorial Supplies	16,480	692.86	6,011.01	(10,468.99)	36.5
Gas & Diesel Fuel	4,500	71.76	1,322.52	(3,177.48)	29.4
Building Mtnc & Repair Supplies	10,300	3,603.69	8,331.74	(1,968.26)	80.9
Total Supplies	221,790	19,388.67	110,873.71	(110,916.29)	50.0
Natural Gas	25,000	0.00	4,679.77	(20,320.23)	18.7
Electricity	89,000	5,307.88	53,474.68	(35,525.32)	60.1
Water	8,500	632.59	4,705.41	(3,794.59)	55.4
Telecommunications	35,000	1,891.04	18,519.02	(16,480.98)	52.9
Total Utilities	157,500	7,831.51	81,378.88	(76,121.12)	51.7
Professional Collection	1,000	0.00	363.87	(636.13)	36.4
Total Prof Collection	1,000	0.00	363.87	(636.13)	36.4
Periodicals	38,000	92.72	33,430.74	(4,569.26)	88.0
Adult Books	162,000	13,087.52	92,905.87	(69,094.13)	57.3
Children's Books	130,000	4,131.82	57,697.64	(72,302.36)	44.4
A/V Materials	147,000	13,300.38	76,448.65	(70,551.35)	52.0
Public Access Software	148,000	14,920.00	93,628.54	(54,371.46)	63.3
Downloadable Materials	70,000	48.49	25,790.37	(44,209.63)	36.8
Total Materials	695,000	45,580.93	379,901.81	(315,098.19)	54.7
Employee Relations	6,180	811.84	2,007.63	(4,172.37)	32.5
Miscellaneous Expenses	9,270	433.07	4,112.18	(5,157.82)	44.4
Fixed Asset Fund Transfer	213,944	0.00	213,944.00	0.00	100.0
Total Other Expenses	229,394	1,244.91	220,063.81	(9,330.19)	95.9
Total Expenses	5,435,361	346,576.22	2,976,261.61	(2,459,099.39)	54.8

BPL FY 2017-2018



EXPLANATIONS FOR VARIANCES IN EXCESS OF 5%
(Variance of 53.3% to 63.3% is acceptable)
November 2017

Property Tax (99.9%): The Library has received all Property Tax distributions this fiscal year; we were \$3,658.16 below the projection; this is the closest we've come to the projected amount since FY 16, when Property Tax was only \$1,945.05 short of the projected amount.

Replacement Tax (100.0%): The Library received its Replacement Tax distribution in August.

State Grants (0.0%): The Library has not received its Per Capita Grant yet.

GPPLD (Golden Prairie Public Library District) (97.0%): The Library has received all distributions from Golden Prairie this fiscal year.

Fees & Rentals (46.4%): This is under the projected amount.

Interest on Investments (425.7%): The Library projected a low amount for Interest.

Sale of Property (0.4%): The Library sold an old garage sale item.

Donations (16.7%): The Library has received community donations for the Summer Reading Program along with a few miscellaneous donations.

Other Revenue (65.6%): This is over the projected amount due to the success of the Book Shoppe.

Part-Time Salaries (50.0%): This is under-spent due to continuing bargaining unit negotiations.

Overtime Salaries (0.0%): Nothing has been paid from this line item.

Vision Insurance (69.1%): This is over-spent due to more staff enrolling in this insurance program than anticipated.

Health Insurance BC/BS PPO (73.6%): This is over-spent due to more staff choosing this option for their health insurance.

Health Insurance HMO (42.0%): This is under-spent due to fewer staff choosing this option for their health insurance.

IMRF (48.2%): This line item is under-spent because of the continuing bargaining unit negotiations and the impact salaries have on IMRF.

FICA (48.0%): This line is also affected by the continuing bargaining unit negotiations.

Medicare (50.1%): This line item is also affected by the continuing bargaining unit negotiations.

Worker's Compensation (-3.8%): This reflects a refund the Library received as a result of the annual Worker's Compensation Audit, which took place in January.

Uniforms (49.0%): Charges have been minimal.

Tuition Reimbursement (38.2%): Charges have been minimal.

Other Benefits (42.1%): Vacation time has been paid to employees who left employment.

Rentals (34.2%): Charges have been minimal.

Building Maintenance (42.1%): Charges have been minimal.

Office/Equipment Maintenance (71.1%): Large annual maintenance payments have been made.

Advertising (37.9%): Charges have been minimal.
Printing/Binding (28.7%): Charges have been minimal.
Travel (22.3%): Charges have been minimal.
Membership Dues (37.4%): Charges have been minimal.
Professional Development (51.7%): Charges have been minimal.
Property Insurance (0.0%): Nothing has been paid from this line item.
Vehicle Insurance (0.0%): Nothing has been paid from this line item.
Other Insurance (0.0%): Nothing has been paid from this line item.
Office Supplies (30.8%): Charges have been minimal.
Computer Supplies (73.0%): This line item is over-spent due to the purchase of several computers for staff and public.
Postage (2.6%): Charges have been minimal.
Library Supplies (36.2%): Charges have been minimal.
Janitorial Supplies (36.5%): Charges have been minimal.
Gas & Diesel Fuel (29.4%): Charges have been minimal.
Building Maintenance Supplies (80.9%): This line item is over-spent due to the purchase of a supply of fluorescent light bulbs
Natural Gas (18.7%): Charges have been minimal.
Telecommunications (52.9%): Charges have been minimal.
Professional Collection (36.4%): Charges have been minimal.
Periodicals (88.0%): This is over-spent due to the annual payment for periodical subscriptions, which was paid in June.
Children's Books (44.4%): Charges have been minimal; however, this does not reflect what has been ordered.
A/V Materials (52.0%): Charges have been minimal; however, this does not reflect what has been ordered.
Downloadable Materials (36.8%): Charges have been minimal.
Employee Relations (32.5%): Charges have been minimal.
Miscellaneous Expenses (44.4%): Charges have been minimal.
Fixed Asset Fund Transfer (100.0%): The annual transfer was made in July.

The Donations line item breaks out as follows:

Community Donations, Summer Reading Program:	\$ 3,230.00
State Farm Good Neighbor Grant:	500.00
State Farm: Rubix Cube Program:	250.00
Michael Lockett, Donation for Refreshments at Author Fair	75.00
Memorial Donations:	40.00
Miscellaneous Donations:	425.00
Fountain Receipts:	9.47
Total Donations:	\$ 4,529.47

The Other Revenue line item breaks out as follows:

Blankets:	\$ 15.00
Book Pick-Up:	1,064.98
Book Shoppe:	14,035.60
Ear Buds:	291.00

Eclipse Glasses:	339.25
Flashdrives:	146.25
Hot Beverage Service:	353.00
Meeting Room Fees:	510.00
Print Station:	7,750.45
Reusable Bags:	321.00
Slingback Packs:	265.00
Test Proctoring:	675.00
Totebags:	448.00
Tumblers:	6.00
Umbrellas:	35.00
Miscellaneous:	758.03

Total Other Revenue:	\$27,013.56
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During November, 6 batches containing 94 invoices were processed, totaling \$46,770.01 and 152 credit card charges were made totaling \$35,711.18.

As of November 30, the Library's Maintenance & Operating Fund Balance is \$4,239,516.82, which is 78.0% of the budgeted amount; the goal of twenty-five percent of the Library's FY18 budget is \$1,358,840.

Library Fund Balance Information, 11/30/17:

Operating:	\$ 4,239,516.82
Capital:	\$ 2,434,470.56
Fixed Assets:	\$ 1,149,024.31

Bloomington Public Library
Monthly Statistics - November 2017

	<u>FY18</u>		<u>FY17</u>	
	Current Month	Cumulative	Last Year	Cumulative
CIRCULATION				
Adults	44,380	325,247	47,156	361,558
Teens	1,927	18,536	3,230	28,261
Children	38,889	294,971	42,187	328,883
OTR Adults	2,165	15,863	2,194	16,946
OTR Teens	131	993	121	1,224
OTR Children	2,917	26,977	3,927	30,618
e-Books - Overdrive	5,773	38,279	4,997	30,850
Hoopla downloads	1,139	6,702	n/a	n/a
Zinio Magazines	267	2,123	288	2,254
Tumblebooks	128	232	200	573
TOTAL CIRCULATION				
Adults	46,545	341,110	49,350	378,504
Teens	2,058	19,529	3,351	29,485
Children	41,806	321,948	46,114	359,501
Digital Downloads	7,307	47,336	9,412	33,677
Combined Total	97,716	729,923	108,227	801,167
ITEMS IN THE COLLECTION				
Main	307,286	307,356	306,486	306,486
OTR	11,501	11,615	11,931	11,931
TOTAL	318,787	318,971	318,417	318,417
HOLDS FILLED	8,618	53,156	7,489	56,089
INTERLIBRARY LOAN				
Borrowing Requests Received	425	3,502	456	3,826
Outgoing Loans (Lending)	223	1,745	235	1,874
CARDHOLDERS				
Added	235	2,679	287	3,178
TOTAL ACTIVE CARDS				
Adults	23,704	23,704	25,198	25,198
Teens	3,176	3,176	2,982	2,982
Children	7,030	7,030	6,997	6,997
Combined Total	33,910	33,910	35,177	35,177
REFERENCE QUESTIONS				
Adults	1,959	15,221	2,160	16,977
Teens	121	1,114	65	945
Children	403	5,388	694	5,410
OTR	61	663	98	894
Circulation	810	5,361	794	5,742
TOTAL	3,354	27,747	3,811	29,968
PROGRAMS & OUTREACH				
Adult	9	100	19	134
Teens	4	31	3	33
Childrens	23	168	31	161
Community Group in Library	4	58	5	60
Staff Visit to Community Group	14	79	11	71
TOTAL	54	436	69	459

Bloomington Public Library
Monthly Statistics - November 2017

	<u>FY18</u>		<u>FY17</u>	
	Current Month	Cumulative	Last Year	Cumulative
PROGRAM & OUTRACH ATTENDANCE				
Adult	285	2,037	300	1,949
Teen	45	652	34	304
Childrens	771	7,944	1,006	6,714
Community Group in Library	82	1,378	n/a	n/a
Staff Visit to Community Group	948	12,189	n/a	n/a
1-on-1 with Staff	6	72	n/a	n/a
TOTAL	2,137	24,272	1,340	8,967
COMPUTER USE				
Public computer uses	4,365	29,217	4,417	31,644
Website database/catalog hits	22,282	170,830	24,608	175,402
Online Resource (Database) uses	6,686	38,468	5,255	33,621
TOTAL	33,333	238,515	34,280	240,667
MEETING ROOM USAGE				
Study Room	112	630	60	422
Digital Media Lab	23	67	5	53
Community Room	43	293	41	307
TOTAL	178	990	106	782
CUSTOMER VISITS				
Main	25,983	169,913	n/a	42,993
Bookmobile	730	8,561	1,219	9,330
TOTAL	26,713	178,474	1,219	n/a
TRAINING HOURS				
	167	1,433	97	717
VOLUNTEER HOURS				
	123	770	32	574

Golden Prairie Public Library District
Board of Trustees Meeting

Wednesday, October 18, 2017
5:00 p.m.

William C. Wetzel Reading Room
Bloomington Public Library
205 E. Olive St., Bloomington, IL 61701

MINUTES

- I. President Peterson called the meeting to order at 5:01 p.m.
- II. Roll Call
MEMBERS PRESENT: Ary Anderson, Lynn Gray, Ruth Novosad, Stephen Peterson, Patti Salch, Jodi Sherman

MEMBERS ABSENT: Tim Ervin

OTHERS PRESENT: Jeanne Hamilton, Kathy Jeakins, Johanna Sneed
- III. Introductions
There were no introductions.
- IV. Public Comment
There was no public comment.
- V. Highlight of Services: Book Shoppe, Presented by Johanna Sneed
Johanna Sneed presented on the Library's Book Shoppe. The Book Shoppe carries books and A/V materials ranging in price from one to six dollars. Items sold in the Book Shoppe have either been withdrawn from the Library's collection or were donated by members of the community. The Book Shoppe coordinator, Aleshia Phifer, oversees a group of volunteers that help sort and weed through books to provide a modern and varied collection of used books. Volunteers also help sort through books during the monthly donation days, which occur the second Saturday of every month. The Book Shoppe continues to grow more successful as each year passes since its inception in 2012.
- VI. President's Report
President Peterson did not have anything to report.
- VII. Approval of Minutes
A. September 20, 2017
PATTI SALCH MOVED, RUTH NOVOSAD SECONDED, TO APPROVE THE MINUTES FROM THE SEPTEMBER 20, 2017 MEETING. THE MOTION CARRIED UNANIMOUSLY.
- VIII. Staff Reports
A. Director's Report
Director Hamilton reported that the BPL Board approved the FY 19 budget. The budget will be taken to City Council for approval of the levy. If approved, all of the Property Tax increase will go into the Capital Reserve Fund and will be used for an expansion and/or for building repairs. Anyone who is available on November 13th is encouraged to attend the City Council meeting to support the Library.

Director Hamilton added that the new bookmobile schedule is available. There is a new stop in Golden Prairie, at the Meadows of Bloomington.

B. Financial Report

Kathy Jeakins reported that two Property Tax Distributions were received in September, and there is one more to be received in this tax year. Kathy proceeded to entertain questions.

IX. Unfinished Business

A. Discuss Library Service Gap in Downs, Illinois

Ruth Novosad reported that she and Ary Anderson met and researched some of the homes with mailing addresses in Downs. She added that there are 34 parcels of property in the unserved pocket. If these parcels were to become part of GPPLD, this would generate about \$3,000 of annual revenue. Ruth shared that the homes are 9.2 miles from the Bloomington Public Library and 12 miles from the Heyworth and Towanda Libraries. A non-resident fee card from the Heyworth Public Library District costs \$85 while one from the Towanda District Library costs \$136. Through conversations with residents, it seems that the Tri-Valley School library is serving the children in the unserved area well. Ruth got the sense that there is little interest in the area to be annexed by GPPLD. People feel that kids can get books through schools, can go to the Heyworth library, and participate in BPL programs or look through reference materials with a library card. Those that she spoke to also claimed that they are not regular library users, and there seems to be little financial benefit for those residents.

Ruth Novosad suggested that the Board take a targeted approach by sending information to residents in the unserved area contiguous to GPPLD. Residents that want to pursue being annexed by GPPLD can do so, and the Board can monitor the progress on a bi-annual basis.

Director Hamilton will check the addresses to see if any of the residents in the unserved area have mistakenly been given library cards or if they have purchased a non-resident card.

President Peterson directed Ruth Novosad and Ary Anderson to take the next step in identifying homes in the unserved area that are contiguous to GPPLD so that information can be sent to them.

X. New Business

A. Discussion of Per Capita Grant Requirements:

Review chapters 1-5 of the Trustee Facts File Third Edition

Select a Trustee to watch an online safety training and report at the November Meeting

Director Hamilton shared that one of this year's Per Capita Grant Requirements is focused on safety. One Board member is to be tasked with taking safety training, which would take around 30 minutes to an hour to complete.

Lynn Gray volunteered to take the safety training and will report back to the Board next month.

XI. Comments from Board Trustees

Ary Anderson thanked the Board for the opportunity she was given to attend this year's ILA Conference Trustee Day. She added that it was very informative and interesting. She attended sessions on Robert's Rules and the Open Meetings Act. Ruth Novosad, who also attended, agreed that attending ILA was well worth the time. She attended sessions on advocacy and how to create a diverse library Board. She mentioned that part of having a diverse Board includes having a diversity in talent. The Board went on to discuss recruitment efforts to fill vacant seats in the

future. It was mentioned that it may be a good idea to contact State Farm, Country Financial, or Leadership McLean County for prospective Board members in the future.

Ruth Novosad shared that she touched based with Rhonda Massie to discuss GPPLD marketing efforts. She added the program lists are due November 10th in order to be printed in the program guide.

Jodi Sherman shared that she is part of the State Farm STEM initiative and will be volunteering for the Library's Rubik's Cube program to be held on October 28th in the Community Room.

XII. Adjournment

RUTH NOVOSAD MOVED, PATTI SALCH SECONDED, TO ADJOURN THE MEETING. THE MOTION CARRIED UNANIMOUSLY.

President Peterson adjourned the meeting at 6:07 p.m.

Incident Report Summary for November 2017

2017-11-30 23:59:00
 2017-11-01 01:00:00
 30 days in month

Incident ID	Date/Time Submitted	Violation
3694	2017-11-03 14:28:49	StolenDamagedLibraryMaterial
3695	2017-11-04 13:19:50	StolenDamagedLibraryMaterial
3696	2017-11-05 15:11:15	StolenDamagedLibraryMaterial
3697	2017-11-06 18:33:11	StolenDamagedLibraryMaterial
3698	2017-11-07 12:30:00	StolenDamagedLibraryMaterial
3699	2017-11-07 15:30:03	CustomerRelatedIllnessAccident
3700	2017-11-07 20:18:34	SuspiciousCustomerActivity
3701	2017-11-07 20:37:06	PoliceAmbulanceCall
3702	2017-11-14 11:46:51	StolenDamagedLibraryMaterial
3703	2017-11-15 12:22:48	SleepingIncident
3704	2017-11-16 19:09:19	StolenDamagedLibraryMaterial
3705	2017-11-18 16:50:51	StolenDamagedLibraryMaterial
3706	2017-11-20 14:33:47	StolenDamagedLibraryMaterial

3707	2017-11-20 20:43:20	StolenDamagedLibraryMaterial
3708	2017-11-22 12:19:29	AlcoholDrugs
3709	2017-11-25 12:51:04	StolenDamagedLibraryMaterial
3710	2017-11-30 15:32:45	InappropriateBehavior

Suspension Report Summary for November 2017

2017-11-30 04:24:28pm
 2017-11-01 04:24:28pm
 31 days in month

Suspension ID	Date/Time Submitted	Violation
107	2017-11-08 00:00:00	CustomerSuspensionViolation
109	2017-11-03 00:00:00	StolenDamagedLibraryMaterial
110	2017-11-07 00:00:00	PoliceAmbulanceCall
111	2017-11-08 00:00:00	CustomerLibraryCardAbuse
112	2017-11-15 00:00:00	SleepingIncident
116	2017-11-20 00:00:00	StolenDamagedLibraryMaterial
115	2017-11-18 00:00:00	StolenDamagedLibraryMaterial

A RESOLUTION TO APPROVE THE PAYMENT FOR
RENEWAL OF REFERENCE USA

Be It Resolved by the Bloomington Public Library Board of Trustees, Bloomington, Illinois,

1. That the Library Director authorize payment for renewal of Reference USA in the amount of \$10,600.00
2. That Reference USA provides reliable, phone-verified records of information for 50 million businesses and 289 million individuals
3. That Reference USA is the proprietor of their own data, which allows them to continually update their information to be as accurate as possible
4. That Reference USA statistics reflect an increase in searches of 172% since 2014
5. That the funds come from the following source:
Bloomington Public Library Maintenance and Operating Budget: \$10,600.00

Approved this 19th day of December 2017

Alex Cardona, President
Bloomington Public Library Board of Trustees

**BLOOMINGTON PUBLIC LIBRARY
QUOTE COMPARISON FOR GOODS/SERVICES
AT A COST OF \$5,000.00 OR MORE
OPERATING BUDGET**

Department: Adult Services

Item (Including Detailed Description & Model Number, if applicable): Reference database, primarily used to find reliable contact information for people and businesses.

Qty: 1

Single Source (Y/N): N

1. **Vendor Name:** Reference USA from InfoGroup (Existing Resource)
Vendor Remit Address: 1020 E 1st St. Papillion, NE 68046
Vendor Email Address: john.carter@infogroup.com
Vendor Number: 800-808-1113 Ext. 61538
Quote Amount (include Shipping, where applicable): \$10,600

If not Single Source, at least two additional quotes needed:

2. **Vendor Name:** A-Z Databases from DatabaseUSA
Vendor Remit Address: P.O. Box 27757 Omaha, NE 68127-0757
Vendor Email Address: gina.primmer@atozdatabases.com
Vendor Number: 877.428.0101 ext. 3909
Quote Amount (include Shipping, where applicable): \$8,910
3. **Vendor Name:** Hoover's from Dun and Bradstreet
Vendor Address: 7700 W Parmer Lane Building A, Austin, TX 78729
Vendor Email Address: Not available
Vendor Number: Not Available
Quote Amount (include Shipping, where applicable): Not Available; I reached out to this company twice for a quote, but they never responded.

Recommendation (Include Justification): We should renew our existing resource, Reference USA, for another year. Reference USA provides reliable, phone-verified records of information for 50 million businesses and 289 million individuals. Additionally, Reference USA has added their US Healthcare and Historical Databases modules with our renewal; these provide reliable information for 850,000 doctors and dentists nationwide, and records for 213 million business records dating back to 2003. Reference USA is the proprietor of their own data, where A to Z Databases is not; this enables Reference USA to continually update their information to be as accurate as possible. Additionally, use for Reference USA has consistently grown over the past four years, which shows that our patrons value the resource. Over those four years, our users have grown comfortable with using Reference USA, and changing to a new database would disrupt their familiarity and damage our user base. Due to these factors, and the excellent service and quality provided by Reference USA, I recommend staying with Reference USA for another year.

**BLOOMINGTON PUBLIC LIBRARY
QUOTE COMPARISON FOR GOODS/SERVICES
AT A COST OF \$5,000.00 OR MORE
OPERATING BUDGET**

Prepared by: Rachel Park

Date: 11/13/17

Department Manager Signature: Carol E. Jensen

Date: 11/14/17

Director: Approve **Deny** **Date:** 11/15/17 **Initials** JCH



RENEWAL TO LICENSE AGREEMENT

Effective Date of Agreement ("Effective Date"): December 15, 2017

Effective Date of Renewal ("Renewal Effective Date"): December 15, 2017 through December 14, 2018

	CLIENT	Infogroup
Full Company Name	Bloomington Public Library	Infogroup Inc. and its affiliates ("Infogroup")
Principal Place of Business (address/city/state/zip)	205 East Olive Street Bloomington, IL. 61701	1020 East 1 st Street Papillion, NE 68046
Main Business (billing) Telephone Number	309-828-6091	00+1+402-593-4500
Main Contact Name	Rachel Park	John Carter
Main Contact Phone Number	309-828-6091	402-836-1538
Main Contact Fax Number		866-511-4691
Main Contact Email Address	rachelp@bloomingtonlibrary.org	john.carter@infogroup.com
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)	205 East Olive Street Bloomington, IL. 61701	1020 East 1 st Street Papillion, NE 68046

This "Renewal" is entered into as of Renewal Effective Date and between the parties listed above in accordance with the terms of the License Agreement dated as of the Effective Date listed above (the "Agreement").

The parties agree to renew the Agreement, as follows:

1. Unless otherwise set forth herein, all defined terms shall have the meanings ascribed to them in the Agreement.

2. **Renewal Term:** The term of this Renewal is for one (1) year beginning on the Renewal Effective Date ("Renewal Term").

3. **Fees:** Client agrees to purchase the Products selected below during the Renewal Term. In consideration for the Products Client shall pay Infogroup an annual Fee of **\$10,600.00** within thirty (30) days of the Effective Date. For any Renewal Term, Client shall pay the Fees to Infogroup within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) Infogroup will provide Client with notice of such change.

Purchase Order Number (where applicable): N/A

4. **Authorized Use:** Subject to the terms and conditions of the Agreement, Client's subscription includes access to the following Products:

Authorized User Subject to...

Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
☒ ReferenceUSA™ - US Businesses	☐	☒	☒	☒
☒ ReferenceUSA™ - US Standard White Pages	☐	☒	☒	☒
☒ ReferenceUSA™ - US Health Care Providers	☐	☒	☒	☒
☐ ReferenceUSA™ - Canadian Businesses	☐	☐	☐	☐
☐ ReferenceUSA™ - Canadian White Pages	☐	☐	☐	☐
☒ ReferenceUSA™ - New Businesses	☐	☒	☒	☒
☒ ReferenceUSA™ - New Movers/ New Homeowners	☐	☒	☒	☒
☒ ReferenceUSA™ - US Consumer/Lifestyles	☐	☒	☒	☒
☒ ReferenceUSA™ - Historical Module	☐	☒	☒	☒
☒ ReferenceUSA™ - Data Visualization	☐	☒	☒	☒
☒ ReferenceUSA™ - US Jobs	☐	☒	☒	☒
☐ Government PowerFinder™	☐	☐	☐	☐
Number of Prints/Downloads for Internal Access		250		
Number of Prints/Downloads for Remote Access		250		
Number of Authorized Users		Unlimited for cardholders and staff of Bloomington Public Library		

Technical support and staff training (on-site or via conference call) are included in Client's subscription and are available upon Client's request.

*Remote Access for public libraries is for patrons' personal non-commercial use only.

Account Access Description & Special Terms (if applicable): Library has requested renewal language to be removed due to the board making the decision on a yearly basis.

5. Except as set forth in this Renewal, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, the parties' duly authorized representatives have executed this Agreement on the Effective Date.

Bloomington Public Library, CLIENT

Infogroup Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reference USA Stats Comparison

Year	Logins	# of Searches	Total Detail Records Viewed
2014 Totals	560	1950	616
2015 Totals	757	2829	803
2016 Totals	1030	4595	1528
2017 Totals	1325	5307	3301

Bloomington Public Library									
Insurance RFP Results									
		Current							
Line of Coverage	Premiums	Gallagher	Van Gundy	Corkhill	Kamm	Snyder			
Property	\$ 24,080	\$ 22,442	\$ 6,194	\$ 27,721	\$ 32,774	\$ 12,017			
Inland Marine	Included	Included	\$ 6,705	Included	Included	\$ 10,018			
Auto	Included	Included	\$ 2,396	Included	Included	\$ 3,925			
Liability	Included	Included	\$ 2,903	Included	Included	\$ 2,276			
EPL	Included	Included	Included	Included	Included	Included			
D&O	\$ 5,067	Included	\$ 4,772	Included	\$ 3,032	\$ 3,470			
Excess	\$ 1,346	Included	\$ 1,352	Included	Included	\$ 979			
Crime	Included	Included	\$ 396	Included	Included	\$ 2,592			
WC	\$ 14,207	\$ 6,643	\$ 6,643	\$ 4,843	Included	\$ 11,410			
Cyber	None	Included	\$ 1,886	\$ 2,410	\$ 2,161	\$ 2,974			
Total	\$ 44,700	\$ 29,085	\$ 33,247	\$ 34,974	\$ 37,967	\$ 49,661			

**CONTRACT AND BY-LAWS OF THE
LIBRARIES OF ILLINOIS RISK Agency ("LIRA")**

First Amendment

ARTICLE I. DEFINITIONS AND PURPOSE.

DEFINITIONS:

As used in this agreement, the following terms shall have the meaning hereinafter set out:

AGENCY - Libraries of Illinois Risk Agency (LIRA) established pursuant to the Constitution and the statutes of this State and by this intergovernmental agreement.

ANNUAL PAYMENTS - The amount each Member must annually pay to fund the anticipated costs of the full operation of the Agency.

CONVENTIONAL INSURANCE - Insurance of any kind, including, but not limited to, Excess, Aggregate, Reinsurance and Directors and Officers liability insurance, purchased by the Agency from an insurance company approved by the Illinois Department of Insurance to write such coverage in Illinois providing various types of insurance which may be subject to deductible amounts.

CORPORATE AUTHORITIES - The governing body of a public library district, Illinois library system or other governmental unit which is a Member of the Agency.

JOINT RISK MANAGEMENT FUND - A fund of public monies established by the Agency to administer and jointly self-insure certain risks within an agreed scope to purchase conventional insurance and to pay other expenses within the scope of this Contract and By-Laws, including a risk management program.

JOINT SELF-INSURANCE - A self-insurance program in which the Members agree to contribute annual and, where required, supplementary payments to support a joint risk management fund.

MEMBERS - The public libraries, library districts, library systems, other units of local government or intergovernmental agencies which initially or later entered into the intergovernmental contract established by this intergovernmental agreement.

RISK MANAGEMENT - A program attempting to reduce or limit losses to the property of Members and injuries to persons or property caused by the operations of the Members. Where claims arise, the Agency shall cause the processing of such claims, investigate their validity, settle or defend against such claims within the financial limits of the risk management agreement, tabulate such claims, costs and losses and carry out other assigned duties. Risk Management shall also include loss prevention.

SELF-INSURANCE - The decision of the Agency not to purchase insurance coverage for risks below certain high limits; to seek all immunities provided by Illinois law for a local government; to rely upon its financial capabilities to pay any property losses and third-party

claims which are held valid and not barred by available immunities and to purchase some conventional insurance to protect against excess or aggregate losses where the purchase of conventional insurance is cost effective.

SUPPLEMENTARY PAYMENTS - Members shall also be obligated as required, to make supplementary payments if the amount of the annual payments shall be insufficient to fund the operations of the Agency.

ESTABLISHMENT/PURPOSE:

A. LIRA is a cooperative Agency voluntarily established by contracting public libraries, library districts, library systems and other units of government pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and 5 ILCS 220/6 of the Illinois Compiled Statutes for the purpose of seeking the prevention or reduction of casualty losses to governmental properties and injuries to persons or property which might result in claims being made against Member units, their officers and employees.

B. It is the intent of the Members of the Agency to create an entity which will administer a Joint Risk Management Fund and utilize such funds contributed by the Members to defend and protect, in accordance with these By-Laws, any Member of the Agency against stated liability or loss. Such By-Laws shall constitute the substance of a contract among the Members.

C. All funds contained within the Joint Risk Management Fund are monies directly derived from its Members which are public libraries, library districts, library systems, and other units of local government within the State of Illinois. It is the intent of the parties in entering into this agreement that, to the fullest extent possible, the scope of risk management undertaken by them through a joint governmental self-insurance program using governmental funds shall not waive, on behalf of any local public entity or public employees as defined in the Local Governmental and Governmental Employees Tort Immunity Act, any defenses or immunities therein provided.

ARTICLE II. POWERS AND DUTIES.

The powers of the Agency to perform and accomplish the purposes set forth above shall, within the budgetary limits and procedures set forth in these By-Laws, be the following:

- A. To employ agents, employees and independent contractors;
- B. To purchase or lease real property and to purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the Agency;
- C. To carry out educational and other programs relating to loss prevention and risk management;
- D. To cause the creation of, see to the collection of funds for, and administer a Joint Risk

Management Fund;

- E. To purchase Conventional Insurance to supplement the Joint Risk Management Fund;
- F. To establish reasonable and necessary loss reduction and prevention procedures which shall be followed by the Members;
- G. To provide risk management services and the defense of, settlement and subrogation of claims;
- H. Solely within the budgetary limits established by the Members to carry out such other activities as authorized by the Board of Directors to be performed by the Agency, its Executive Committee or any officer or agent.

ARTICLE III. PARTICIPATION

- A. The initial Members of the Agency shall be those entities listed on Appendix A.

B. So long as the Agency shall continue in existence, any Member joining the Agency shall remain a Member for at least three (3) years. After a new Member's initial required term of membership in the Agency, any Member of the Agency may withdraw from the Agency at the end of a fiscal year of the Agency upon the giving of prior written notice as required by Illinois law or (1) one year, whichever is less. Such notice shall be addressed to the Chair of the Agency and program administrator and shall be accompanied by a resolution of the Corporate Authorities of the Member electing to withdraw from the Agency. Any Member seeking readmission must reapply through the normal application process, having once again met membership criteria for a new Member.

C. (1) A Member which gives Notice of Withdrawal and then wishes to rescind such notice within the notice period may do so only upon approval of such action by the affirmative vote of two-thirds of the Board of Directors or Executive Committee, if such exists, present at a regular or special meeting under terms established for readmission, subject to the permitted rescission described in Subsection C(2) below. The Board of Directors may, at its sole discretion, choose to waive any portion of the notice requirement it deems necessary in order to protect the best interests of the Agency. If a Member withdraws from the Agency, it shall be entitled to coverage for the period of its membership to the same extent as other Members of the Agency, but it shall not continue to have a representative on the Board of Directors.

(2) A Member Agency's Notice of Withdrawal, once submitted and accepted in accordance with the provisions of this Agreement, may then be revoked if notice of revocation is received by August 31st of the fiscal year.

D. No Member which withdraws from the Agency shall receive a return of surplus funds approved by the Board of Directors from any year for which said withdrawn Member was a Member of the Agency. Any Member which withdraws from the Agency and is approved to be readmitted to membership in a future year shall be considered a New Member and not be

entitled to any return of surplus funds for any year prior to the Member's readmission to the Agency.

E. The Board may establish and periodically review standards for the admission of new Members.

ARTICLE IV. TERM.

The Agency commenced its operations on December 31, 2013. This Contract and By-Laws shall govern the relationship between the Agency and its Members during the entire existence of the Agency. The term of the Agency shall be for twelve (12) years from the start of fiscal year 2016/2017, so the term of the Agency shall run through December 30, 2028. The term of the Agency may be extended for a multi-year term, as permitted by law, by two-thirds (2/3) affirmative vote of the entire Board of Directors or, by majority action of the Board, it may continue in existence from year-to-year as an intergovernmental agreement. Individual Members may, however, choose to withdraw as is otherwise provided in Article III.

ARTICLE V. BOARD OF DIRECTORS.

A. There is hereby established a Board of Directors of the Agency. Each Member shall appoint one (1) person to represent that body on the Board of Directors along with another person to serve as an alternate representative when the representative is unable to carry out the representative's duties. The representative and alternate shall be appointed by the majority vote of the governing board of the Member. Once such appointments are made known to the Agency the persons appointed shall remain in office until the Agency receives evidence of the appointment of other persons. The Agency shall be the judge of the proper appointment of members of the Board of Directors and alternate and shall utilize in case of dispute general principles of Illinois law. The representative and alternate selected need not be an elected official of the Member.

B. Because it is anticipated that the numbers of Members of the Agency will be substantial, and the geographical spread of the Members broad, frequent meetings of the full Board with a majority of all Members present may be difficult to achieve. The regular policy of the Agency and its administration will be directed by an Executive Committee of seven (7) Members. The Executive Committee shall be chosen from among the representatives and alternate representatives appointed by the Members, but only one (1) person from a Member may serve on the Executive Committee.

C. The election of Executive Committee members shall be held at the last regular Board of Director's meeting held during each fiscal year for the open Executive Committee terms which begin to run at the start of the immediately following fiscal year.

D. The persons on the Executive Committee shall be elected by the Board with the representative or alternate of each Member casting as many votes as there are then open positions on the Executive Committee. The person(s) receiving the most votes for the number of available positions shall be declared to be elected.

E. The Board of Directors may remove any member of the Executive Committee

with notice, but without a formal hearing, by a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors. Such vacancies shall be filled in the same manner as other vacancies. Where any action of the Board of Directors shall be contrary to an action of the Executive Committee, and where the legal rights of third parties have not intervened, the policy and position of the Agency shall be that taken by the Board of Directors.

F. The Board of Directors shall have the following powers:

1. The creation of non-elected Agency officers.
2. The approval of amendments to the By-Laws;
3. The expulsion of Members;
4. The setting of the annual and supplementary payments to the Joint Risk Management Pool for each Member and approval of the annual renewal of the Agency's self-insurance/insurance program;
5. The establishment of additional terms for the existence of the Agency.

G. Any powers and duties of the Agency not enumerated above, but arising out of the purpose of the Agency and Article VIII, shall reside with the Board of Directors.

H. Each Member shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated representative of the Member or in the representative's absence, by the alternate representative. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by voice vote unless one (1) or more Members of the Board of Directors shall request a roll call vote; provided, however, that:

1. Any vote which requires a greater than majority vote for passage shall be by roll call vote, and
2. Any Member of the Board who abstains or casts a vote in a minority position on a matter upon which a voice vote is taken may have that vote specifically recorded in the minutes by indicating such desire to the presiding officer.

I. The Board of Directors and Executive Committee may establish rules governing their own conduct and procedure not inconsistent with the By-Laws.

J. A quorum shall consist of a majority of the members of the Board of Directors or of the Executive Committee. Except as provided elsewhere in these By-Laws, a simple majority of a quorum shall be sufficient to pass upon all matters.

K. A greater vote than a majority of a quorum shall be required to approve the following matters:

1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum,

provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority percentage within the proposed rule.

2. The admission of a new Member shall require the affirmative two-thirds (2/3) vote of a quorum of the Executive Committee and the expulsion of a Member shall require the affirmative two-thirds (2/3) vote of a quorum of the Board of Directors.
3. Any amendment of these By-Laws shall require the affirmative two-thirds (2/3) vote of a quorum of the Board of Directors.
4. The amendment of these By-Laws to cause the termination of this agreement sooner than the end of a fixed contractual term shall require that specific written notice of the proposed change be sent by registered or certified mail to the chief executive officer of the Member and to the regular and alternate representative of the Member on the Board of Directors, no less than thirty (30) days prior to a meeting at which this matter is proposed and that the amendment as proposed or as amended at a Board meeting be approved by the affirmative vote of the Board of Directors as provided for in Article XVIII of these By-Laws.

L. No one serving on the Board of Directors or Executive Committee shall receive any salary or other payment from the Agency and any salary, compensation, payment or expenses for such representative shall be paid by each Member separate from this Contract. Provided, however, that the Chair, Vice Chair, Treasurer and such other persons as are given the right to reimbursement by the Executive Committee and may be reimbursed for the actual cost of expenses incurred on behalf of the Agency.

ARTICLE VI. THE EXECUTIVE COMMITTEE

A. The term for the seven (7) Executive Committee positions shall be three (3) years. The terms of the Executive Committee positions shall be staggered so that no more than three (3) positions shall come up for re-election in any one fiscal year. If any vacancy should occur in the Executive Committee, the Chair shall fill that position by appointment for the remainder of the unexpired term with the advice and consent of the remaining Members on the Executive Committee. If a vacancy shall occur in the position of Chair, the Vice Chair shall assume the position of Chair and appoint a new Vice Chair with the advice and consent of the remaining Members on the Executive Committee. If a vacancy should occur in the position of Vice Chair or Treasurer, the Executive Committee shall, by election, select from amongst its members, a new Vice Chair or Treasurer to serve the remaining unexpired term of said office. If both the position of Chair and Vice Chair are vacant, the Executive Committee shall fill those positions by election, and the persons selected shall fill out the unexpired terms of the persons they replace.

The first election for the 7 Executive Committee members shall be at the full Board meeting in the last quarter of fiscal year 2016 for terms beginning the fiscal year immediately following December 31, 2016. As soon as possible after this election, the Executive Committee shall determine, by any means the Executive Committee shall adopt, which Executive Committee members shall have initial terms of 3 years, 2 years and 1 year. Subsequent terms for all Executive

Committee members shall be for 3 years. There shall be no limit to the number of terms a person may serve on the Executive Committee.

B. At its first meeting in the first quarter of each fiscal year, the Executive Committee shall elect from amongst its members a Chair, a Vice-Chair and a Treasurer whose terms shall be for 1 year. There shall be no limit to the number of terms the people elected to these offices may serve in that office and each officer shall continue in office until a successor has been elected. The duties of these officers are set out further in these By-Laws.

C. The Chair, Vice Chair and Treasurer shall be elected to those positions by election of the Executive Committee, and shall be members of the Executive Committee at the time of their election to their respective positions and during their entire terms in said positions. The Executive Committee's election for the positions of Chair, Vice Chair and Treasurer shall be held at the next regular or special meeting of the Executive Committee following the election held by the Board of Directors for Executive Committee Members referenced previously herein.

D. The Chair shall be the Chief Executive Officer of the Agency. The Chair shall preside at all meetings of the Board and the Executive Committee at which the Chair is present. The Chair may request information from any officer of the Board or the Agency or any employee or independent contractor of the Agency. The Chair shall vote on all matters that come before the Board or Committees on which the Chair serves. The Chair shall be a non-voting ex-officio member of all committees of the Agency on which the Chair does not directly serve. The Chair shall have such other powers as are set forth in these By-Laws and such other powers as he or she may be given from time to time by action of the Board.

E. The Vice Chair shall carry out all duties of the Chair of the Board during the absence, refusal or inability of the Chair to perform such duties and shall carry out such other functions as are assigned from time to time by the Chair or the Board of Directors.

F. The Treasurer shall:

1. Have charge and custody of and be responsible for all funds and securities of the Agency; receive and give all receipts for moneys due and payable to the Agency from any source whatsoever; deposit all such moneys in the name of the Agency in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors or the Executive Committee; and, invest the funds of such Agency as are not immediately required in such securities as the Board of Directors or the Executive Committee shall specifically or generally select from time to time. The Treasurer shall maintain or supervise the keeping of the financial books and records of the Agency.
2. In the absence of the Treasurer, or in the event of the inability or refusal of such officers to act, the Chair shall perform the duties of the Treasurer, and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer.
3. In general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board of Directors or the Executive Committee.
4. The Executive Committee may select a financial institution to carry out some of the functions which would otherwise be assigned to a Treasurer.

5. The funds of the Agency shall only be invested in the manner permitted by law for the investment of the funds of Illinois Libraries.

G. The Executive Committee shall have the following powers:

1. Hiring of Agency agents, non-clerical employees and independent contractors;
2. Setting of compensation for all persons, firms and corporations employed by the Agency;
3. Setting of fidelity bonding requirements for employees or other persons;
4. Approval and amendment of the annual budget of the Agency;
5. The acceptance of new Members by at least the affirmative two-thirds (2/3) vote of a quorum of the Executive Committee. The Board of Directors may establish general standards to be used by the Executive Committee in determining whether to admit new Members;
6. Resolution of disputes over the scope of pooled self-insurance coverage provided by the Agency;
7. Approval of educational and other programs relating to risk reduction;
8. Recommendations regarding operating expenditures, the Pool Contribution Factor and Annual and Supplementary Payments;
9. The determination of Adjusted Payments or credits and any other sums owed the Agency;
10. The recommendation to the full Board of Directors of rules and regulations regarding the payout of funds on behalf of the Agency, and the determination of which persons or groups thereof of the Agency shall have the authority to authorize various levels of payment.
11. To elect the Chair, Vice Chair and Treasurer of the Agency.
12. To approve the Annual Audit of the financial affairs of the Agency prepared pursuant to these By-Laws and to deliver said approved audit to each Member.
13. The recommendation to the full Board of Directors of reasonable and necessary loss reduction and prevention procedures which the Board may make mandatory for the Members.

H. The Executive Committee shall have the power to establish both standing and ad hoc committees. The Chair may also establish ad hoc committees which do not conflict with those established by the Executive Committee. Unless the Executive Committee of the Agency shall establish some other procedure, the selection of members of the Board of Directors who shall serve on such committees and chair them shall reside with the Executive Committee. It is contemplated that members of the Executive Committee shall regularly be chosen to chair committees. Non-voting and non-paid persons who are not members of the Board of Directors may be selected to serve on committees of the Agency, but every committee must have a majority of its Members be selected from the Board of Directors.

ARTICLE VII. MEETINGS OF THE BOARD OF DIRECTORS.

A. Regular meetings of the Board of Directors shall be held at least two (2) times a year, one in the second quarter and the second to be held in the last quarter of the fiscal year. Any item of business may be considered at a regular meeting, but only items shown on the Agenda may be voted upon. Special meetings of the Board of Directors may be called by its Chair, or by 25% of the membership. The Chair shall give at least five (5) days written notice of regular or special meetings to the authorized and alternate representatives of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.

B. The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chair or by the convenor(s) of a special meeting.

C. Minutes of all regular and special meetings of the Board of Directors, Executive Committee and any other Committee shall be sent to all Members of the Board of Directors after approval by the relevant Board or Committee.

ARTICLE VIII. OTHER AGENCY OFFICERS.

A. Other Officers of the Agency (excluding the Chair, Vice-Chair and Treasurer) shall be established from time to time by the Board of Directors. All Agency officers shall be selected by the Board of Directors unless authority to do so is assigned to the Executive Committee.

B. The Agency may purchase a fidelity bond to assure the fidelity of the officers of the Agency who have the right to authorize the transfer or payment of Agency funds in such amount as shall be set from time to time by the Board of Directors.

ARTICLE IX. FINANCES AND AGENCY RISK MANAGEMENT.

A. The Agency shall determine its fiscal year.

B. The annual payments from the Members shall be in an amount sufficient to fund the administrative expenses of the Agency, the Joint Risk Management Fund, the purchase of Conventional Insurance, and other costs relating to the services and projects of the Agency. In determining the amount of the Annual Payment due from each Member, the Board of Directors may take into consideration some or all of the following factors:

1. Population of the municipality(ies) district or system served by the library, library district or library system;
2. Property values of the municipality(ies) district or system served by the library, library district or library system;
3. Number of vehicles owned by the governmental body and the use made of the vehicles;
4. The size and scope of the governmental programs of the Member;

5. The payroll of the Member;
6. The budget and revenue of the Member;
7. The claims and loss experience of the Member;
8. Expenses to operate the Agency;
9. Such other factors as the Board and/or Executive Committee shall deem relevant.

C. The Annual Payments due shall be based, in whole or in part, upon a formula which may vary from year to year. This formula must be applied equally to all Members similarly situated during such period of time as it is utilized.

D. It is the responsibility of each Member to provide the Agency with accurate information relating to the factors used in determining the amount of the annual payment due from each Member pursuant to this Article VIII. In the event the Board or Executive Committee determines that a Member has failed to report to the Agency accurate information relating to these factors, then the Board or Executive Committee shall have the authority to impose the following remedies:

1. To assess against the Member the amount which properly would have been charged as that Member's annual payment for all years for which improper information was provided by the Member. Interest at the maximum rate permitted by law shall be charged on all amounts equal to the proper sum which should have been charged as an annual payment less any payments actually made by the Member for all applicable years; and
2. In the event the Board or Executive Committee determines that a Member has intentionally or with reckless disregard failed to report to the Agency accurate information relating to these factors, then, for each year for which improper information was so reported by the Member to the Agency, an amount equal to 25% of the difference between what should have been the Member's proper annual payment for that year and the actual payment charged to the Member. For example, if due to a Member's improper reporting it appears that a Member's annual payment should have been \$80,000.00, but rather was \$60,000.00; the Member would be charged, pursuant to this sub-paragraph, the sum of \$20,000.00 plus a penalty of \$5,000.00, that being 25% of the difference between \$80,000.00 and \$60,000.00.

E. A Member accused of improper reporting pursuant to paragraph D above, shall have the right to a hearing before the full Board before any decision of the Agency is made final. The procedure to be used for such a hearing shall be the same as is provided for a Member who may be expelled from the Agency or as otherwise determined reasonable by the Board. Any

decision of the Board of Directors is final.

F. As part of its determination of each member's Annual Payment, the Board of Directors may grant debits or credits to Members with above or below average loss or claims records for a period of no more than five (5) years immediately preceding the fiscal year for which contributions are to be determined. The annual amount of such debits or credits may not vary more than 33½% above or below the amount which the Member would pay if it were not to have been granted the debit or credit. When admitting a new Member, the Board or Executive Committee may establish the rate and amount which the new Member shall pay for at least two fiscal years and may take into consideration, in setting such a rate, any loss and claims experience of the new Member during the period of time prior to the new Member joining the Agency, as well as other factors and formula other than those described above in this Article.

G. Calls for Supplementary Payments may be made by the Board of Directors, if the Agency has not fully funded the Joint Risk Management Fund for that year; providing, however, that such additional sums may be called for in a total amount attributable to any one year of not more than 100% of the regular Annual Payment for that year. The Board shall also make calls for Supplementary Payments from Members which have withdrawn or been expelled for years during which they were Members. The forwarding of such Annual and Supplementary Payments within a time specified in notices to the Members, giving them not more than forty-five (45) days to make such payments, shall be of the essence of this contract. Supplementary Payments shall only be required by the Board of Directors in a situation in which there is a reasonable concern that the sum remaining from the Annual Payments will not be sufficient to meet the responsibilities of the Agency established in these By-Laws. Members shall be responsible for Supplementary Payments during the entire life of the Agency and thereafter when claims or expenses need be paid which are attributable to the year of membership when the event out of which the expense or claim occurred. Supplementary Payments may be called for in a number of individual requests provided that the total amount of the Supplementary Payments per fiscal year may not exceed the maximum amount permitted.

H. The Board may permit the Annual or Supplementary Payments to be paid on a schedule determined by the Board of Directors. The amount of any Supplementary Payments required shall be based upon the same formula as was used in establishing the Annual Payment for that year.

I. The Board of Directors, at any time, may allocate a portion of the Joint Risk Management Fund for any fiscal year during which the Agency has been in existence, into a separate account to be known as the Contingency Fund. The money in this account may be utilized to pay claims and expenses of the Agency attributable to any year during which the Agency is in existence. In the creation of and with regard to payments to the Contingency Fund, it is one of the desires of the Members to be able to consider purchasing less Conventional Insurance of any kind and to fund losses previously covered within the scope of such insurance from the Contingency Fund. It is anticipated that claims for such losses will occur infrequently but will require significant amounts of money. Amounts of money sufficient to cover such claims can best be achieved through the accumulation of funds over a number of claims' years. Any Member which leaves the Agency, in any way, shall not have any claim against the funds within the Contingency Fund, except for the payment of claims during the years in which it

was a Member of the Agency. Any new Member which joins the Agency shall be entitled to the use of the monies within the Contingency Fund for claims which occurred during the period of its membership in the Agency. In the event that the Agency should terminate, any surplus amounts within the Contingency Fund which are available after all claims and expenses of the Agency have been paid, shall be returned to all of those Members which contributed to the Contingency Fund in the proportion to which they made contributions to the Fund.

J. If, for any year during which the Agency was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted shall distribute surplus funds to the Members who constituted the membership of the Agency in that prior fiscal year, except members who have been expelled from the Agency.

K. If claims or expenses of the Agency for any fiscal year, in which the return of surplus funds have been made, exceed funds available, the Members shall be called upon to repay to the Agency, within a period of time of not less than sixty (60) days after notice, any amounts, then needed for reserves or to make payments, for the claim year in question, as had been previously distributed to them as refunds, rebates or other repayment of surplus funds. The Board shall determine the extent to which the Contingency Fund may be used to fund reserves or to pay some or all of such claims before a call for the return of some or all of the returned surplus funds for the claim year in question is made. Members shall also be obligated to make Supplementary Payments, up to the maximum allowed amount, for losses or claims which fall within the scope and amount of coverage which the Agency agreed to cover through Joint Self-Insurance rather than through levels of coverage which were to be paid from the proceeds of Conventional Insurance of any kind.

L. Except as provided above, all cases where the Agency has purchased Conventional Insurance of any kind, the Members shall look solely to the provider of the Conventional Insurance coverage for the payment of claims or losses within the scope of coverage of the policies purchased. Neither the Joint Risk Management Fund or Contingency Fund, nor funds procured through Supplementary Payments, shall be used to pay claims or losses within the dollar amount and scope of coverage assumed by an insurance company which has sold Conventional Insurance of any kind to the Agency. Provided, however, that the Board of Directors may authorize the use of Agency funds to pay such claims or losses or the costs of litigation of a Member against such Conventional Insurance provider which contends that a claim or loss has not been paid as contractually required by the Conventional Insurance company.

M. A budget for the Agency shall be approved by the Board of Directors for each fiscal year. That budget shall confirm and authorize the payment of any funds made earlier during that first fiscal year as well as such funds as are estimated to be required during the remainder of that fiscal year.

N. The Board of Directors shall provide to the Members an annual audit of the financial affairs of the Agency to be made by a certified public accountant at the end of each fiscal year in accordance with the generally accepted auditing principles. The annual report shall be delivered to each Member.

O. The Board of Directors may require reports from all agents and independent

contractors including attorneys with regard to the status of their work for the Agency, problems encountered during the performance of their duties, and recommendations for improvements in the performance of the Agency including their efforts on the Agency's behalf.

ARTICLE X. SCOPE OF LOSS PROTECTION.

In the absence of a motion by the Board of Directors expanding or contracting the scope of loss protection furnished by the Agency, the Agency shall provide loss protection from its self-insured retention funds only to the extent that protection would be accorded within the terms of the first level Conventional Insurance held from time to time by the Agency for the benefit of its Members. The intent of this Contract and By-Laws shall be that except to the extent to which the scope of coverage provided by the Agency is specifically expanded by action of the Board of Directors, the Members herein do not intend to utilize the Joint Risk Management Fund or Contingency Fund of the Agency to cover claims or losses except where the conventional insurance covers the claim or loss. Claims shall be paid in the order in which they are settled or adjudicated and members shall have no additional right to indemnification or payment on their behalf if all available funds and conventional insurance coverages of the Agency have been expended. Provided, however, that without limiting the generality thereof, except in the amount and to the extent paid for by the conventional insurance purchased by the Agency, the Agency shall not provide self-insurance pooled coverage in the following areas:

- A. Punitive or exemplary damages.
- B. Liability of individuals otherwise covered for acts committed outside the scope of their duties and powers.
- C. Those portions of causes of action seeking only non-monetary claims such as injunction, mandamus and declaratory relief.
- D. The payment of the attorneys' fees of opposing counsel or other court costs where a judgment providing no other monetary relief to the plaintiff is entered, subject to court order.
- E. Those portions of causes of action where the plaintiff seeks no damages but only the return of tax funds or any other fund alleged to have been paid or received by the Member in error or without authority in law.
- F. Those portions of causes of actions grounded solely in contract except for validly extended contractual obligations of Members to indemnify third-parties. For a contractual obligation of a Member to indemnify third parties to be validly extended, it must be approved by the Chair or Program Administrator in writing through the issuance of a Certificate of Protection/ Insurance specifically naming the Member and the third party to whom a contractual obligation to indemnify is being extended. The Board may establish guidelines in determining whether to extend a contractual obligation to indemnify third parties.
- G. Those portions of causes of action seeking only back pay or retroactive salary increases based upon alleged discrimination.

H. Those portions of causes of action alleging improper acts by officers of Members who serve as officers rather than just delegates to the Boards of intergovernmental agencies.

I. Continuing damages for an action of a Member, where the Member has been requested to terminate the practice during litigation by the written request of the Board and refuses to do so within no more than 30 days thereafter.

By entering into this Contract and By-Laws, each Member of the Agency agrees to be bound by a decision of the Board that a particular matter presented to the Agency for defense and indemnification is or is not within the scope of coverage provided by the Agency. Any decision of the Board under this Contract and By-Laws shall be final in the absence of fraud or a gross abuse of its discretion.

ARTICLE XI. CONVENTIONAL INSURANCE.

The Agency may purchase excess, conventional insurance from a company approved by the Department of Insurance to write such coverage in Illinois in such amounts as shall be approved by the Board of Directors.

In the event that a series of losses should deplete the amounts which could be raised from Annual and all Supplementary Payments and all Conventional Insurance coverages available from the applicable, then the payment of such uncovered valid loss shall be the obligation of the individual Member or Members against which the claim was made and perfected by judgment or settlement. Unless otherwise provided for, the Agency shall make payments from the Joint Risk Management Fund and the Conventional Insurance proceeds in the order in which the judgments against the Agency have been entered or settlements of claims have been reached.

ARTICLE XII. OBLIGATIONS OF MEMBERS.

The obligations of Members of the Agency shall be as follows:

A. To appropriately budget for, to levy for and to promptly pay all Annual and Supplementary or other payments to the Agency at such times and in such amounts as shall be established by the Board of Directors within the scope of this agreement. Any delinquent payments shall have added to them an amount equal to the highest interest rate allowed by statute to be paid by an Illinois unit of local government on the date of delinquency.

B. To select an authorized representative to serve on the Board of Directors and to select an alternate representative.

C. To allow the Agency reasonable access to all facilities of the Member and all records including but not limited to financial records which relate to the purpose or powers of the Agency.

D. To allow attorneys employed by the Agency to represent the Member in investigation, settlement discussions and all levels of litigation including subrogation, arising out of any claim made against the Member within the scope of loss protection furnished by the Agency.

E. To furnish full cooperation with the Agency's attorneys, auditors, claims adjusters and any agent, employee, officer or independent contractor of the Agency relating to the purpose and powers of the Agency.

F. To follow in its operations all loss reduction and prevention procedures established by the Agency within its purpose and powers.

G. To report to the Agency or its designated Claims Administrator within the time periods set by the Board of Directors with the following items:

1. Any statutory notice of claim, a summons and complaint or other pleading before a court or agency for which coverage is sought.
2. A written demand for monetary relief for which coverage is sought.
3. To report to the Agency or its Claims Administrator at the earliest practicable moment any information of an occurrence received by the Member and from which the Member could reasonably conclude that coverage will be sought.

In the event that the items set forth above are not submitted to the Agency or its designated Claims Administrator within the time periods set by the Board of Directors, the Agency, through the Executive Committee, may, in whole or in part, decline to provide a defense to the Member or to extend the funds of the Agency for the payment of losses or damages incurred. In reaching its decision, the Agency shall consider whether the Agency was prejudiced in its ability to investigate and defend the claim due to the failure of the Member to promptly furnish notice of the claim to the Agency or its designated Claims Administrator. Any Member may, within thirty (30) days after receiving such a decision of the Agency, request, in writing, that the Board take official action to affirm or reverse that decision under the procedures described in Section IX(j) of this Contract. In the absence of fraud or a gross abuse of discretion, the decision of the Agency or the Board shall be final.

H. In the event that the Agency shall be required to expend funds for administrative, legal or other costs brought about by the failure of a Member to pay sums owed the Agency or to take other actions required under this contract and By-Laws, such amounts expended shall be added to the sums due the Agency and shall be payable by the Member.

ARTICLE XIII. LIABILITY OF BOARD OF DIRECTORS OR OFFICERS.

The Members of the Board of Directors or officers of the Agency should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Agency funds, or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. No Director shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Agency may

purchase Conventional Insurance providing liability coverage for such Directors or officers to cover actions which arise solely out of the Director's or officer's duties and obligations as a Director or officer of the Agency. Where no such insurance has been purchased to provide liability coverage for such Directors or officers, or the amount of the Conventional Insurance purchased shall be inadequate to cover all such claims, the Joint Risk Management Fund shall be utilized to defend and pay such claims on behalf of such Directors or officers for acts taken within the scope of their duties.

ARTICLE XIV. NO THIRD-PARTY BENEFICIARIES.

The scope of coverage of the Agency shall extend only to the Members and this intergovernmental agreement is not intended to, nor does it grant, any rights, including, but not limited to, the right to an interpretation of its provisions or benefits to inure to any third parties. Any language in Conventional Insurance policies expanding the scope of coverage to any third-parties extends to the Members only, and not to such third-parties.

ARTICLE XV. OPTIONAL DEFENSE BY MEMBER.

Whenever the Agency proposes to settle any pending claim or suit where the amount of that proposed settlement shall exceed an amount established from time to time by the Board, the Member shall be given advance notice of that settlement. Such notice may be given by the establishment of a reserve amount or new reserve amount. The officers, contractors and employees of the Agency shall, however, endeavor to give specific oral or written notice to a Member of the exact amount of any proposed settlement at least seven (7) days prior to the date at which the Agency proposes to bind itself to pay such settlement amount. It is recognized by the Members that under some circumstances the Agency may not be able to give seven (7) days' prior oral or written notice of the proposed settlement. The officers, employees or independent contractors of the Agency shall attempt to give the Members as much notice of the settlement as is possible under the circumstances of each case.

In the event that a Member should disagree with the amount at which the Agency proposes to settle a case or claim, the authorized representative of the Member on the Board of Directors of the Agency, the alternative representative, or the President or Chief Executive Officer of the Member shall notify the Chair of the Agency in writing that the Member exercises its right to prevent the Agency from reaching a settlement at the agreed-upon amount. In cases where such a written objection is received, the Agency will not settle the case without the consent of the Member. In the event that the Agency does not settle a case based upon the objection of a Member, the Agency shall continue to provide a defense to the defendants unless the Member should desire to itself undertake the defense. In the event that the case or claim is eventually resolved through a settlement or judgment in an amount less than the amount at which the case could have been previously settled by the Agency, then the Member which has undertaken the costs of its own defense shall be entitled to its additional actual costs, including attorneys' fees, up to the level at which its costs and the prior allocated costs of the Agency, including attorneys' fees, equal the amount at which the case could have been settled by the Agency. To the extent that the case or claim is resolved through settlement or judgment at an amount greater than that at which the case or claim could have been previously settled by the Agency, the Member shall be obligated to pay to the Agency, within thirty (30) days upon receipt of written notice, that portions of the settlement or judgment, plus all other allocated costs of the Agency, which

exceeded the sum of money at which the case could have been earlier settled by the Agency. Such payments shall be unlimited in amount and the Agency shall not be required to advance the payment due from the Member. If at any time the amount of the allocated costs of the Agency devoted to the case shall equal or exceed the amount at which the case could have been settled, the Agency may require periodic payments from the Member if the Member wishes to have the Agency continue to provide the defense.

Allocated costs shall mean those costs which are allocated to individual cases under the bookkeeping and accounting system utilized by the Agency. The Agency may establish the amount at which it could have settled the case through a written settlement demand by the claimant, or through other competent evidence of the availability of the settlement at a particular sum.

To the extent that payment shall be made from a conventional insurance carrier, the provision of this Article shall prevail when not contrary to those insurance contracts.

ARTICLE XVI. CONTRACTUAL OBLIGATION.

This document shall constitute a contract among those entities become Members of the Agency. The obligations and responsibilities of the Members set forth herein including the obligation to take no action inconsistent with these By-Laws as originally written or validly amended shall remain a continuing obligation and responsibility of the Member. The terms of this Contract may be enforced in a court of law by the Agency or any of its Members. Should the Agency be required to enforce the terms of this Agreement against a Member in a court of law and the Agency be the prevailing party, the Member (or former Member) against which the claim is brought shall pay the Agency's costs and attorney's fees within sixty (60) days after the litigation is terminated.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. This Contract and By-Laws may be executed in duplicate originals and its passage shall be evidenced by a certified copy of an ordinance or resolution passed by a majority of the Members. Provided, however, that except to the extent of the limited financial contributions to the Agency agreed to herein or such additional obligations as may come about through amendments to these By-Laws, no Member agrees or contracts herein to be held responsible for any claims arising out of workers' compensation statutes, in tort, or contracts made against any other Member. The contracting parties intend in the creation of the Agency to establish an organization for Joint Risk Management only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

ARTICLE XVII. EXPULSION OF MEMBERS.

A. By the affirmative vote of two-thirds (2/3) of the entire membership of the Board of Directors, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons:

1. Failure to make any payments due to the Agency;
2. Failure to undertake or continue loss reduction and prevention procedures adopted by the Agency;
3. Failure to allow the Agency reasonable access to all facilities of the Member and to all records which relate to the purpose or powers of the Agency;
4. Failure to furnish full cooperation with the Agency's attorneys, claims adjusters, and any agent, employee, officer or independent contractor of the Agency relating to the purpose and powers of the Agency;
5. Failure to carry out any obligation of a Member which impairs the ability of the Agency to carry out its purpose or powers;

B. No Member may be expelled except after notice from the Chair of the alleged failure along with reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final unless the Board shall be found by a court to have committed fraud or a gross abuse of discretion. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than thirty (30) days after the vote expelling the Member has been made by the Board of Directors except that the expulsion of a Member for reason A1 may be made effective immediately. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote by the Board of Directors expelling the Member.

C. After expulsion, the former Member shall continue to be fully obligated for its portion of any claim against the assets of the Agency which was created during the term of its Membership along with any other unfulfilled obligations as if it was still a Member of the Agency. The Agency shall continue to provide coverage for all claims which would have been covered prior to the expulsion except that it shall be excused from such coverage if the actions of the Member prevent the Agency from providing an adequate defense on its behalf. The expelled Member shall, after expulsion, no longer be entitled to participate or vote on the Board of Directors and shall not be entitled to any refund or other return of surplus funds which may be authorized by the Agency for any year for which the expelled entity was a Member of the Agency nor shall the expelled Member be entitled to the return of any funds declared by the Agency to be surplus from the Contingency Fund except if so permitted elsewhere in this Agreement.

ARTICLE XVIII. TERMINATION OF THE AGENCY.

A. If, at the conclusion of any fixed term of the Agency, the Board of Directors does not vote to continue the existence of the Agency, or at any time upon a 3/4ths vote of the

entire Board of Directors at a regular or special meeting thereof, then the Agency shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the Agency. It is contemplated that such meetings may continue for some substantial period of time in order to accomplish this task.

B. All Members upon a general termination of the Agency shall remain fully obligated for their portion of any claim against the assets of the Joint Risk Management Fund which was created during the term of their membership along with any other unfulfilled obligations, including, but not limited to calls for Supplementary Payments for years of their membership which may be required and called for in subsequent years.

SIGNATURE PAGE

LIRA

FIRST AMENDED CONTRACT AND BY-LAWS

DECEMBER 31, 2016

Signature

Name: _____
Chair

Signature

Name: _____
Vice-Chair

Dated: _____

SIGNATURE PAGE

LIRA

FIRST AMENDED CONTRACT AND BY-LAWS

DECEMBER 31, 2016

Signature

Name: _____

Chair

Signature

Name: _____

Vice-Chair

Dated: _____

**RESOLUTION
AUTHORIZING MEMBERSHIP IN THE
LIBRARIES OF ILLINOIS RISK AGENCY**

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Governmental Cooperation Act, 5 ILCS 220/1 et seq (1998) contains provisions specifically authorizing units of local government to enter into intergovernmental agreements to jointly provide areas of coverage for liability or loss and authorizes each public agency member of the contract to utilize its funds to protect, wholly or partially, any public agency member of the contract against liability or loss in the designated insurance areas; and

WHEREAS, a large number of Illinois units of local government and intergovernmental agencies have entered into intergovernmental contracts to provide comprehensive self-insurance cooperatives to protect said agencies from various types of losses; and

WHEREAS, certain Illinois Libraries and the Illinois Library Association have determined it to be appropriate to create such an intergovernmental contract which shall establish the Libraries of Illinois Risk Agency ("LIRA"); and

WHEREAS, after study and investigation, it has been determined that the best method of achieving the goals of comprehensive insurance and insurance-like coverages and risk management services for the Bloomington Public Library can be achieved by participating in LIRA and by entering into a contractual relationship with LIRA and its members; and

WHEREAS, the Bloomington Public Library and LIRA desire to utilize all defenses and immunities available to governmental bodies in this state under statutory or common-law authority; and

WHEREAS, the stated purposes, organizational structure and other governance provisions contained within the Contract and By-Laws document, which has been submitted to the governing board of this body for adoption, represents the position shared by this governing board; and

WHEREAS, the governing board of the Bloomington Public Library finds that it is in its best interest to become a member of the LIRA under the submitted Contract and By-Laws;

NOW, THEREFORE, BE IT RESOLVED BY THE Bloomington Public Library as follows:

SECTION 1: That the President and Secretary or other executive and secretariat officers are hereby authorized to execute the Contract and By-Laws of the Libraries of Illinois Risk Agency.

SECTION 2: The powers of LIRA, unless the Contract and By-Laws be amended under its terms, shall be limited to those contained within the Contract and By-Laws and Agency Policies.

SECTION 3: The obligation of this unit of local government or intergovernmental contractual or other approved entity to fully participate in such operations shall be effected in accordance with that Contract and By-Laws and any amendments thereto adopted as provided for therein.

SECTION 4: Except to the extent of the financial contributions to LIRA set forth in the Contract and By-Laws, no contracting party, by authorizing the execution of the Contract and By- Laws, acknowledges or accepts any responsibility in any way for claims due to the property losses, claims in tort or contract or other claims or losses made against any other Member of LIRA.

SECTION 5: That the Library Director is appointed to be the library's representative on the LIRA Board of Directors and the Library Business Manager is appointed to be the library's alternative representative as provided for in the LIRA Contract and By-Laws.

SECTION 6: This Resolution shall be in full force and effect from and after its passage.

PASSED this 19th day of December, 2017.

AYES:

NAYS:

ABSENT:

President

ATTEST:

Secretary

December 05, 2017

Mr. Alex G. Cardona, Library Board President
Ms. Jeanne Hamilton, Director
Bloomington Public Library
205 East Olive St.
Bloomington, IL 61701-5218

Re: **Additional Concept Site Planning Services
Renovation & Expansion
Bloomington Public Library**

Dear Alex & Jeanne:

Many thanks for our meeting last Thursday afternoon, November 30th, to discuss some further refinements to the "Option 2" concept site development plan for your library renovation and expansion project. As always, we very much look forward to working with you to further push this important project forward. In accordance with our discussions at that meeting, we would propose the following tasks:

Task 1 • Working meeting with City Planner Katie Simpson to discuss the following items:

- City of Bloomington's vision for this neighborhood.
- Identification of City owned properties around library and their current users.
- Existing road networks, travel volumes, and long-term road and infrastructure improvements which may impact the library neighborhood.
- Open space opportunities and connections.
- City's thoughts on phasing opportunities.
- Outreach efforts to other governmental stakeholders (intent is for City Planner Simpson to lead direct outreach efforts to these public-agency stakeholders, and generally exclude the Bloomington Public Library or Farnsworth Group from those discussions),
- Other concerns the City wishes to discuss.

Task 2 • Follow-up meeting or conference call with City Planner Simpson to discuss her findings in her outreach efforts.

Task 3 • Preparation of a preliminary (black and white) updated neighborhood master plan (2D) for the entire neighborhood.

Task 4 • Meet with Bloomington Public Library to review preliminary updated neighborhood master plan prior to meeting with City Planner Simpson.

Task 5 • Meet with Bloomington Public Library and City Planner Simpson to review preliminary updated neighborhood master plan. Intent of meeting is to determine what elements of plan to refine into the final updated neighborhood master plan exhibits.

Task 6 • Prepare final updated neighborhood master plan exhibits which would include the following:

- Color rendered site plan (2D) with pertinent data for proposed site and building improvements and functions.
- Sketch Up (3D) perspective massing visualizations.
- Order of magnitude cost opinions for proposed improvements.
- Holistic, Multi-Step Phasing Plan.
- Inspirational images of similar urban, mixed use developments, with a library component.

Task 7 • Presentation of final plan exhibits to Bloomington Public Library and City Planner Simpson prior to official presentation at City Council session.

Task 8 • Presentation of final plan exhibits at official meeting of the Bloomington City Council.

For the above-described tasks, we would propose a not-to-exceed maximum professional services fee of \$14,850.00; plus \$250.00 in reimbursable expenses. Invoices for these professional services would be billed on a time-and-expense basis, in accordance with our current Farnsworth Group rate schedule, with the above-noted fee plus reimbursable expenses serving as a not-to-exceed maximum.

This proposal assumes commencement of our work right away. And, it assumes completion of all project work no later than 31 May 2018.

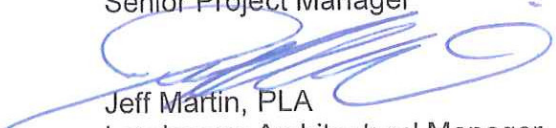
We propose that this letter be considered as Amendment No. 1 to our previous contract. If acceptable, kindly acknowledge that acceptance by signing both copies and returning one of them (via e-mail) to our attention. Again, we look forward to continuing our work with you on this terrific Bloomington Community project.

Many Thanks & Best Regards,

FARNSWORTH GROUP, INC.


Edward J. Barry Jr., Architect, AIA, NCARB, LEED-AP
Principal


Chad T. Frankeberger, Associate AIA
Senior Project Manager


Jeff Martin, PLA
Landscape Architectural Manager

BLOOMINGTON PUBLIC LIBRARY

Signature

Typed Name

Date

**A RESOLUTION ADOPTING A POLICY PROHIBITING SEXUAL HARASSMENT
FOR BLOOMINGTON PUBLIC LIBRARY**

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0554, an Act concerning government, which became effective immediately, dated November 16, 2017;

WHEREAS, pursuant to the Act, each governmental unit shall adopt an ordinance or resolution establishing a policy to prohibit sexual harassment;

WHEREAS, all prior existing sexual harassment policies of Bloomington Public Library shall be superseded by the Policy Prohibiting Sexual Harassment adopted by this Resolution; and

WHEREAS, should any section or provision of this Resolution or the adopted Policy Prohibiting Sexual Harassment be declared to be invalid, that decision shall not affect the validity of this Resolution or adopted Policy Prohibiting Sexual Harassment as a whole or any part thereof, other than the part so declared to be invalid;

NOW, THEREFORE, be it resolved by the corporate authorities of Bloomington Public Library the following:

Section 1. The Policy Prohibiting Sexual Harassment, included as Exhibit A to this Resolution, is hereby adopted.

Section 2. This resolution shall be in full force and effect on December 20, 2017.

PASSED THIS 19th day of December, 2017.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of December, 2017.

ATTEST:

Board President

POLICY PROHIBITING SEXUAL HARASSMENT

I. PROHIBITION ON SEXUAL HARASSMENT

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of Bloomington Public Library to prohibit harassment of any person by any library official, agent, employee, or department on the basis of sex or gender. All library officials, agents, employees, and departments are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

II. DEFINITION OF SEXUAL HARASSMENT

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other people, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, internet/intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

III. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT

Any employee who experiences or witnesses an incident of sexual harassment must promptly report the matter to their Department Manager, Human Resources Manager, or the Library Director. The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify management, the library will not be presumed to have knowledge of the harassment.

Any supervisor who becomes aware of possible sexual or other unlawful harassment, or to whom a report of discrimination is made, must promptly notify their Department Manager, Human Resources Manager, or the Library Director.

Any employee who witnesses an incident of sexual or other unlawful harassment should promptly notify their Department Manager, Human Resources Manager, or the Library Director.

If the complaint involves the Library Director, notification should be made to the Library Board Budget & Personnel Committee.

All allegations, including anonymous written reports submitted to the Department Manager, Human Resources Manager, or the Library Director (or Library Board Budget & Personnel Committee when involving the Library Director) via postal mail or staff mailboxes, will be accepted and investigated regardless of how the matter comes to the attention of the library. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the willing cooperation of the person making the report is a vital component of an effective inquiry and an appropriate outcome.

If the complaint is not resolved at the library, all municipal (library) employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

IV. PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS

No library officials, agents, employees, or departments shall take any retaliatory action against any library employee due to a library employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any library employee that is taken in retaliation for a library employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because they have opposed that which they reasonably and in good faith believe to be sexual harassment in employment, because they have made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

V. CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT

In addition to any and all other discipline that may be applicable pursuant to library policies, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the library and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the library shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

VI. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable city policies, procedures, employee handbooks and/or collective bargaining agreements.

Approved December 2017

BLOOMINGTON PUBLIC LIBRARY

Family and Medical Leave of Absence (FMLA)

BLOOMINGTON PUBLIC LIBRARY - FAMILY AND MEDICAL LEAVE OF ABSENCE

Basic Leave Entitlement

Employees may be eligible to take up to 12 weeks of unpaid family/medical leave within a 12-month period and be restored to the same or an equivalent position upon return provided that the employee has worked for the Library for at least 12 months AND worked at least 1250 hours in the last 12 months AND if at least 50 employees are employed by the Library within 75 miles. The "12-month period" is measured as a rolling backward 12-month period.

Reasons for Leave: If an employee is eligible, the employee may take family/medical leave for any of the following reasons: (1) the birth of a child and in order to care for such child; (2) the placement of a child with the employee for adoption or foster care; (3) to care for a spouse, son, daughter or parent ("covered family member") with a serious health condition; or (4) because of the employee's own serious health condition which renders the employee unable to perform the functions of the employee's position. Leave because of reasons one and two above must be completed within the 12-month period beginning on the date of birth or placement.

Definitions: The following definitions shall apply:

- a. **Serious Health Condition** means an illness, injury, impairment, or physical or mental condition that involves either:
 - 1. inpatient care in a hospital, hospice or residential medical care facility, or
 - 2. continuing treatment by a health care provider.
- b. **Continuing treatment** means
 - 1. A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment thereof, or recovery there from) of more than three (3) consecutive calendar days (and any subsequent treatment or period of incapacity involving the same condition) involving treatment two (2) or more times by a health care provider--within thirty (30) days of the incapacity--or treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the health care provider's supervision.
 - 2. Any period of incapacity due to pregnancy or prenatal care.

3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider; continues over an extended period of time; and may cause episodic rather than continuing incapacity (e.g., asthma, diabetes, epilepsy, etc.).
 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, severe stroke, terminal stages of a disease).
 5. Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment (e.g., chemotherapy for cancer, physical therapy for severe arthritis, or dialysis for kidney disease).
- b. **Health care provider** means a physician, dentist, podiatrist, clinical psychologist, or optometrist who is authorized to practice medicine or surgery in the state in which the individual practices his/her profession. In cases limited to treatment consisting of manual manipulation of the spine to correct a subluxation, medical certification may be provided by a chiropractor.

Military Family Leave Entitlement

If an employee is eligible, the employee may use the 12-week FMLA entitlement to take military family leave. This leave may be used to address certain qualifying exigencies related to the covered active duty or call to covered active duty of a spouse, son, daughter or parent. Qualifying exigencies may include (1) attending qualifying military events; (2) arranging for alternative childcare; (3) addressing qualifying financial and legal arrangements; (4) attending qualifying counseling sessions; (5) addressing issues related to short-notice deployment; (6) spending time with a covered family member who is resting and recuperating; and (7) attending post-deployment briefings.

An employee may also be eligible for up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. *This single 12-month period begins with the first day the employee takes the leave.* A covered servicemember includes: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy or is in outpatient status; or (2) is on the temporary disability retired list; or (3) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National

Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment recuperation or therapy.

Employees may not be granted a FMLA leave to gain employment or work elsewhere, including self-employment. If an employee misrepresents facts in order to be granted an FMLA leave, the employee may be subject to immediate termination.

Notice of Leave: If the FMLA is foreseeable, the employee must give the Library at least 30 days' notice in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the Library as soon as practicable and, absent unusual circumstances, in accordance with the Library's normal leave procedures.

Medical Certification*—Leave for Employee's Own or a Covered Family Member's Serious Health Condition: If the employee is requesting leave because of the employee's own or a family member's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. The medical certification must be provided within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Library, at its expense, may require an examination by a second health care provider designated by the Library, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the Library, at its expense, may require a third, mutually agreeable health care provider to conduct an examination and provide a final and binding opinion. The Library may also require medical recertification periodically during the leave and employees may be required to present a fitness for duty verification upon their return to work following a leave for the employee's own illness specifying that the employee is fit to perform the essential functions of the job.

Certification* for a Qualifying Exigency: If the employee is requesting leave because of a qualifying exigency arising out of a covered family member's active duty or call to active duty, the employee must supply a copy of the covered military family member's active duty orders or other documentation issued by the military indicating that the covered military member is on active duty or call to active duty (including the dates of the active duty service). The Library may also request additional information pertaining to the leave.

Certification* for Servicemember Family Leave: If an employee is requesting leave because of the need to care for a covered servicemember with a serious injury or illness, the Library may require the employee to supply certification completed by an authorized health care provider of the covered servicemember. In addition, the Library may also request additional information pertaining to the leave.

Substitution of Paid Leave: FMLA is unpaid leave. However, if you request leave for any FMLA covered reason, you will be required to exhaust any remaining applicable paid time which shall run concurrently with unpaid FMLA leave. The exhaustion of this paid leave does not extend the leave period. In addition, if you are eligible for any additional paid leaves, such as short term/long term disability or worker's compensation, these leaves will also run concurrently with FMLA (where appropriate) and will not extend the leave period. When using paid leave in conjunction with FMLA, employees must comply with the requirements of the applicable paid leave policy.

Benefits During Leave: During an approved FMLA leave, the Library will maintain the employee's health benefits as if the employee continued to remain actively employed. During any unpaid FMLA leave, no paid leave benefits shall accrue if the unpaid leave extends beyond thirty consecutive calendar days.

Intermittent Leave: Leave because of a serious health condition, to care for a servicemember with a serious injury or illness or because of a qualifying exigency may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday) if necessary. If leave is unpaid, the Library will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced scheduled leave, the Library may temporarily transfer the employee to an available alternate position which better accommodates the recurring leave and which has equivalent pay and benefits. A fitness for duty certification may be required to return from an intermittent absence if reasonable safety concerns exist concerning the employee's ability to perform job duties.

Job Restoration: If the employee wishes to return to work at the expiration of the leave, the employee is entitled to return to the same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment. If the employee takes leave because of the employee's own serious health condition, the employee may be required to provide medical certification that the employee is fit to perform the essential functions of the job. Employees failing to provide the certification will not be permitted to resume work until it is provided.

To the extent a provision is inconsistent with the term of the collective bargaining agreement, for bargaining unit employees, the collective bargaining agreement shall control.

** All certifications and related medical information will be handled in a confidential manner.*

Approved December 2017

Chapter 12 [Safety]

While the incidence of serious crime is low in libraries, libraries are open to the public many hours each week and are part of communities where people live and work every day. Librarians must share responsibility for the safety and security of customers and staff. The issue of library safety and security covers a wide range of concerns, from natural disasters to more serious incidents such as theft and assault. Emergencies can happen anywhere, at any time. Planning for emergencies is necessary at the most basic levels. All libraries should address emergency preparedness.

SAFETY STANDARDS

1. The library provides a list of emergency call numbers at all staff phones in the library. Emergency call numbers include police and fire contacts.
2. A library floor plan shows entrances, exits, location of emergency supplies, fire alarms, and fire extinguishers.
3. The library has an emergency manual and a disaster plan that include instructions for all types of emergencies that might occur in a public library. The plan addresses: bomb threats, chemical release, earthquake, fire, gas leak, serious medical injury or illness, theft, threats to staff and customers, and severe weather.
4. The library provides annual emergency training for staff, including fire and tornado drills, use of fire extinguishers, and location of the first aid kit and an automated external defibrillator.
5. The library provides a call list and contact information that is reviewed bi-annually. Call list includes staff and library board members. Contact information is available for contractors who provide building maintenance, telecommunication support, deliveries, damage assessment, insurance benefits, landscaping and grounds support, legal advice, supplies, financial records, utilities, and disaster assistance.
6. Emergency supplies are stored in a designated location and are accessible to staff.
7. Emergency equipment such as electric, gas and water switches, fire extinguishers, and fire alarms are noted on a library floor plan.
8. Safety of customers and staff is paramount in an emergency. If there is time to consider property, a prioritization list shows what should be salvaged in order of importance.
9. A building safety checklist includes daily, weekly, quarterly, semi-annual, and annual safety procedures. Examples include fire and tornado drills, fire extinguisher operation, backflow test, entrances and exits clear, and leaks.
10. The library has a designated tornado shelter.
11. Emergency exits and evacuation routes out of the library and to the tornado shelter are clearly marked for patrons throughout the library. Fire extinguisher locations are clearly marked.
12. The library provides adequate security for staff, users, and collections.
13. The library has a strong relationship with local police and community safety personnel and communicates with them on a regular basis about safety issues affecting the library.
14. At least two people shall be on duty during all open hours of operation.
15. Copies of the emergency manual and disaster plan are provided to community safety personnel.

Chapter 12 [Safety]

SAFETY CHECKLIST

- ☐ The library provides a list of emergency call numbers at all staff phones in the library.
- ☐ The library has a floor plan that shows entrances, exits, location of emergency supplies, fire alarms, and fire extinguishers.
- ☐ The library has an emergency manual and disaster plan.
- ☐ The library provides emergency training for staff, including fire and tornado drills, use of fire extinguishers, and location of the first aid kit and an automated external defibrillator.
- ☐ The library provides a call list and contact information that is reviewed bi-annually.
- ☐ Emergency supplies are stored in a designated location and are accessible to staff.
- ☐ Emergency equipment such as electric, gas and water switches, fire extinguishers, and fire alarms are noted on a library floor plan.
- ☐ A prioritization list shows what should be salvaged in order of importance.
- ☐ A building safety checklist includes daily, weekly, quarterly, semi-annual, and annual safety procedures.
- ☐ The library has a designated tornado shelter.
- ☐ Emergency exits and evacuation routes out of the library and to the tornado shelter are clearly marked. Fire extinguishers are clearly marked.
- ☐ The library provides adequate security for staff, users, and collections.
- ☐ The library has a strong relationship with local police and community safety personnel and communicates with them on a regular basis about safety issues affecting the library.
- ☐ At least two people shall be on duty during all open hours of operation.
- ☐ Copies of the emergency manual and disaster plan are provided to community safety personnel.

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- Rubin, Rhea Joyce. *Defusing the Angry Patron: A How-to-Do-It Manual for Librarians*. New York: Neal-Schuman, 2011.
- Wilkinson, Frances C., Linda K. Lewis and Nancy K. Dennis. *Comprehensive Guide to Emergency Preparedness and Disaster Recovery*. Chicago: Association of College and Research Libraries, 2010.
- Willis, Mark R. *Dealing with Difficult People*. Chicago: American Library Association, 1999.

WEBSITES

- American Library Association
www.ala.org/tools/safety-and-security
www.ala.org/tools/libfactsheets/alalibraryfactsheet10
- Occupational Safety and Health Administration
<https://www.osha.gov/index.html>

Safety Committee meeting

Thursday, November 2, 2017, 2:00 p.m.

The Safety Committee reviewed Chapter 12, "Safety" of "Serving Our Public 3.0: Standards for Illinois Public Libraries, 2014."

The Committee reviewed the 15 standards, and found the Library in compliance with the majority of the standards. Below is a list of the standards that the Library is currently working on:

3. The Library has an emergency manual and disaster plan.
We will conduct the annual review of the Disaster Preparedness Plan in January 2018.
6. Emergency supplies are stored in a designated location and accessible to staff.
The disaster cabinet is located in the back hallway (locked) storage closet. A sign will be placed on the door that the disaster cabinet is located in this room.
7. Emergency equipment such as electric, gas, and water switches, fire extinguishers, and fire alarms are noted on a library floor plan.
The electric, gas and water switches need to be added to the floor plan. The AEDs are noted on the plan.
11. Emergency exits and evacuation routes out of the library and to the tornado shelter are clearly marked. Fire extinguishers are clearly marked.
The tornado shelter is not designated. There was agreement that in the event of a tornado, Security and other staff will be directing patrons to the shelter.
14. At least two people shall be on duty during all open hours of operation.
This is the case for the physical building. The bookmobile goes to a few stops with just one staff person in attendance.
15. Copies of the emergency manual and disaster plan are provided to community safety personnel.
The plan is to provide this to BPD, BFD and possibly ESDA, once the Disaster Preparedness Plan is reviewed and updated in January 2018.