

DAYTON METRO LIBRARY

REVISED AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, April 19, 2023, 4:00 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the March 15, 2023 meeting of the Board.

4. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of staff members at the workshop/conference as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. TUITION REIMBURSEMENT AGREEMENT

It is recommended that the Board approve the Tuition Reimbursement Agreement between the Board and Tiffany Shaw-Diaz, Patron Services Assistant, West Carrollton Branch Library, in order to attend the Indiana University-Purdue University Indianapolis, School of Informatics and Computing.

D. TUITION REIMBURSEMENT

It is recommended that the Board approve reimbursement for the following individuals for the course indicated once it has been successfully completed, and as funds are available, as defined in the Tuition Reimbursement Agreement:

Tiffany Shaw-Diaz, Patron Services Assistant, West Carrollton Branch Library, for the course “Adult Readers Advisory”, Indiana University-Purdue University Indianapolis, 3.0 credit hours, at a cost of \$1,805.00.

5. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with rules and procedures.
- 2) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 3) Unless approved by the Library’s Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 4) Speakers shall limit their comments to matters pertaining to Library business. Speakers shall not be unduly repetitive of prior speakers.
- 5) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 6) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
- 7) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 8) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting’s agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

6. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Report for March 2023 will be reviewed by the Fiscal Officer.

The following investments were approved:

Major Sources of Revenue, Uses, and Investments					
<u>Date</u>	<u>Source</u>	<u>Amount</u>	<u>Use in Operations</u>	<u>Investment</u>	<u>Where</u>
3/2/2023	RE Tax Receipts	675,454.06	-	675,454.06	Debt Service
3/2/2023	RE Tax Receipts	799,796.18	-	799,796.18	Star Ohio
3/15/2023	PLF	1,450,516.53	-	1,450,516.53	Star Ohio

Total	2,925,766.77	- 2,925,766.77
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7. EXECUTIVE DIRECTOR’S REPORT – INFORMATION

The Executive Director will update the Board on current library programs and services.

- Jessica Hunter- Services to Nonprofits

8. LIBRARIES FOR A SMARTER FUTURE PLANNING UPDATE - INFORMATION

- Project budget update
- Facilities progress and upcoming milestones

9. MEMORANDUM OF UNDERSTANDING BETWEEN DAYTON METRO LIBRARY, GREATER DAYTON RTA, AND THE CITY OF DAYTON FOR A PEDESTRIAN BUSING PROJECT- ACTION

This **Memorandum of Understanding** (“MOU”) is between Dayton Metro Library (“Library”), Greater Dayton RTA (“RTA”) and the City of Dayton (“City”).

WITNESSTH THAT:

WHEREAS, The parties desire to support a Pedestrian Busing Project (“Project”), which seeks to eliminate the hardship of residents trying to cross US Route 35 highway by creating a special bus route that will provide safe travel from designated locations within the neighborhoods south of the Library to the Library and back during Library and traffic peak hours.; and

WHEREAS, The Library is willing to provide funds to the City to support the Project, and

WHEREAS, The RTA is willing to transfer two paratransit buses to the City to support the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Library, RTA and City agree as follows:

SECTION I. TERM

This MOU shall commence ___ of _____, 2023, and shall terminate upon expenditure of all funds provided herein or on December 31, 2026, whichever date is earlier.

SECTION II. DESCRIPTION AND ROLES

Library shall provide funding to the City of Dayton as follows: The total remuneration in this MOU provided by the Library to the City shall not exceed ONE HUNDRED SEVENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$174,000.00)

("Funds"). The City shall use Funds solely for expenses associated with operating buses in Dayton, Ohio to transport residents on bus routes to provide safe travel to and from the Library. Library shall distribute the funds in three equal annual installments to the City of Dayton in accordance with the terms of this MOU.

RTA shall transfer title to two 2016 Eldorado National paratransit buses to the City of Dayton for purposes of transporting residents on specific bus routes to provide safe travel to and from the Library. Both buses have fully depreciated and have a value of less than \$5,000.00. Route information and hours of operation are attached AS EXHIBIT A.

The City of Dayton will be responsible for securing driver and other personnel to operate the buses on the designated routes and will be responsible for the maintenance and upkeep of the buses. The Library has agreed to "wrap" the buses to promote the Dayton Metro Library and engage in other advertising and promotional activities to educate and inform residents about the services provided under the Project. Such advertising and promotional services are more specifically set forth in Exhibit B.

SECTION III. INDEMNITY

The parties agree to release each other from any and all liability, which may be caused by or arise by the wrongful and/or negligent conduct of the parties' respective employees and agents in the performance of the services, duties, and responsibilities in this MOU. Notwithstanding, neither party waives any available immunities under law.

SECTION IV. RECORDS AND ACCESS TO RECORDS

All parties shall maintain financial records, supporting documents, and reports necessary to reflect the performance required under the MOU. Upon request, the parties shall provide access to such records and documents related to the Project.

SECTION V. ENTIRE AGREEMENT

This MOU supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. No changes, alterations, modifications, additions, qualifications, or amendments to the terms of the MOU shall be made except upon written agreement of the parties.

SECTION VI. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

All activities under the MOU shall be in accordance with laws and regulations governing activities of Internal Revenue Services designated 501(c) 3 organizations. Funds received under the MOU agreement will only be used for activities listed. It is clearly understood by both parties that no funds received under this MOU will be used for purposes of lobbying or to support specific legislation.

SECTION VII. TERMINATION

The City may terminate or suspend performance of this MOU for the City's convenience upon sending thirty (30) days written notice to all parties.

In the event of early termination, the City shall repay any unexpended funds back to the Library, and shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this agreement until such funds are actually received by the Library. If no funds were

provided prior to termination, the parties shall be immediately relieved of their obligations hereunder, except those related to auditing.

SECTION VIII. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation or other legal matter regarding this MOU or the performance of this MOU by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

SECTION IX. EQUAL EMPLOYMENT OPPORTUNITY

The parties shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap with respect to employment, promotion, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

SECTION X. INDEPENDENT CONTRACTOR

By executing this MOU, Library acknowledges and agrees that it will be providing services to the City as an “independent contractor.” As an independent contractor for the City, the Library shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Section. The Library shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

The Library, its employees, and any persons retained or hired by the Library to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, the Library shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

The Library acknowledges that its employees and other persons retained or hired by the Library are not the City’s public employees. City shall not be responsible for any payments or other duties required by the Ohio Public Employees Retirement System (“OPERS”) for the Library’s employees or persons retained or hired by the Library. The Library shall be solely responsible for any contributions or obligations concerning OPERS that arise from the performance of this Agreement.

SECTION XI. POLITICAL CONTRIBUTIONS

The parties affirm and certify that they have complied with Ohio Revised Code § 3517.13 limiting political contributions.

SECTION XII. AMENDMENT

The parties may mutually agree to amend this MOU. However, no such amendment shall be effective unless it is reduced to a writing, which references this MOU, executed by a duly authorized representative of each party, and if applicable or required, approved by the Commission of the City of Dayton, Ohio.

IN WITNESS WHEREOF, this MOU has been made and interchangeably executed by the parties hereto in duplicate originals.

DAYTON METRO LIBRARY

By: _____

Title: _____

GREATER DAYTON RTA

By: _____

Title: _____

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS: 4/17/2023

X John Musto for
City Attorney

Signed by: Musto, John

**APPROVED BY THE COMMISSION OF THE CITY OF DAYTON,
OHIO:**

_____, 2023

Min. / Bk. _____ Pg. _____

Clerk of the Commission

EXHIBIT A – ROUTE INFORMATION (CITY / RTA)

The City of Dayton along with the help from the Greater Dayton Regional Transit Authority have planned a busing route based on the area we are targeting for service. The route will run every hour, possibly every 45 minutes and will cover as much of the target area as possible. The route is subject to changed based on ridership and feedback.

The route will run from:

2:00 pm - 6:00 pm Monday - Friday
Noon - 4:00 pm Saturday

Proposed Pedestrian Busing Route

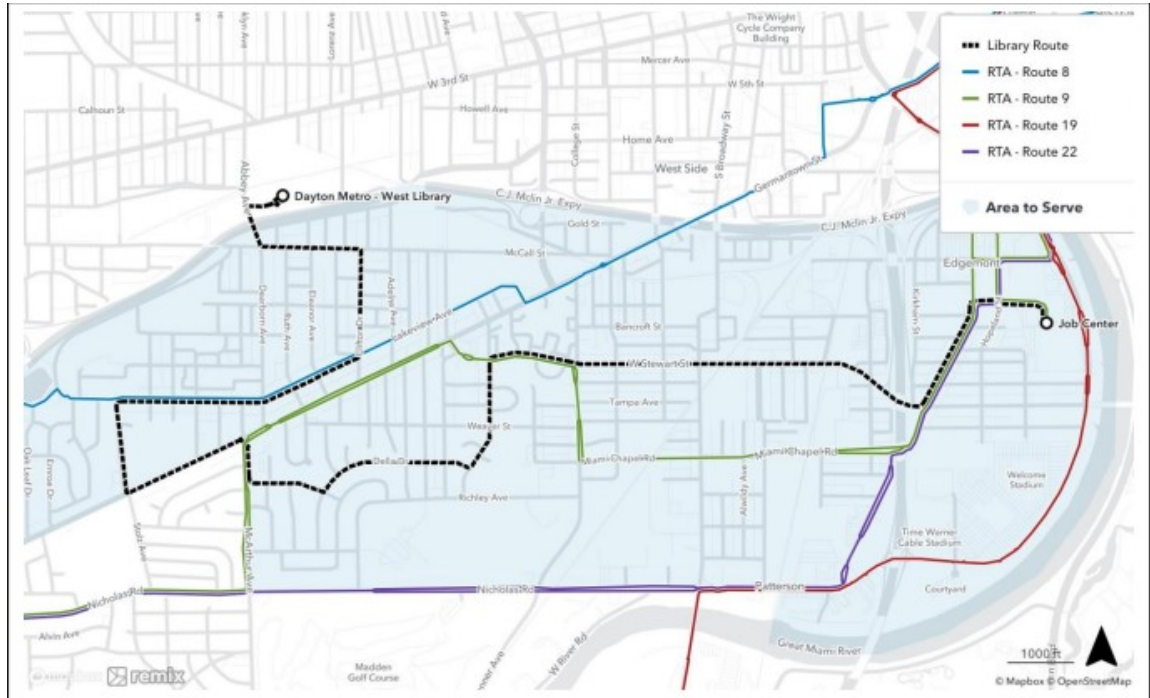


EXHIBIT B – OBLIGATIONS (CITY / DAYTON METRO LIBRARY)

As part of this agreement:

The City of Dayton will:

- Operate and maintain Pedestrian Bus (staffing, maintenance, insurance)
- Coordination of busing service x Create service route (with help of RTA)
- Create signage for stops on service route
- PR for new service
- Reporting (ex. tracking usage and costs)
- Create Contract with partners

The Dayton Metro Library will:

- Fund the Pedestrian Busing Project with an annual transfer of Fifty Eight Thousand Dollars and Zero Cents (\$58,000.00), each calendar year for 2023, 2024, and 2025.
- Provide professional wrapping of one bus to promote the library and the Pedestrian Busing Service
- Provide public relations to promote the new service to the public
- Provide Direct Mailings via the USPS to the 45417 zip code (targeted area) to promote the service
- Provide details critical for route planning (ex. library usage peak times, library usage by neighborhoods, etc.)

10. NEW BUSINESS

11. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, May 17, 2023 at 4:00 p.m. in the Community Room at the Main Library.

12. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Kristen Allen-Vogel, Information Services Librarian, Information Services, Allison Knight, Youth Services Director, Youth Services, Craig Lefteroff, Branch Library Manager, Kettering-Moraine Branch Library, Maria Ruiz-Olvide, Children Services Librarian, Southeast Branch Library, and Melissa Sokol, Children Services Librarian, Wilmington-Stroop Branch Library, to attend “ALA Annual Conference and Exhibition” being sponsored by ALA and held in Chicago, IL, on June 23, 2023 through June 26, 2023. It is further recommended that registration in the amount of \$385.00 each, airfare in an amount not to exceed \$460.00 each, ground transportation in an amount not to exceed \$120.00 each, lodging in an amount not to exceed \$870.00 each, and meals in an amount not to exceed \$180.00 each be reimbursed by the Board.

Sarah Carpenter, Catalog Librarian, Cataloging, Kelley Gorniak, Catalog Librarian, Cataloging, and Samuel Robinson, Catalog Librarian, Cataloging, to participate in “OVGTSL 2023: Ongoing Challenges, Creative Solutions” webinar being sponsored by Ohio Valley Group of Technical Service Librarians on May 17 through May 19, 2023. It is further recommended that registration in the amount of \$55.00 each be reimbursed by the Board.

Gina Detate, Children Services Librarian, West Carrollton Branch Library, to attend “Youth Services Conference” being sponsored by Ohio Library Council and held in Cambridge, OH, on March 30, 2023. It is further recommended that registration in the amount of \$150.00, mileage in the amount of \$218.77, and lodging in the amount of \$209.90 be reimbursed by the Board.

Allison Dugan, Patron Services Manager, Patron Services, Christian Elder, Youth Services Manager, Main Youth Services, Amy Hare, Patron Services Assistant, Miami Township Branch Library, Andrew Hiatt, Children Services Librarian, Miamisburg Branch Library, Cheryl Weaver, Patron Services Assistant, Miami Township Branch Library, and Caitlin Wissler, Public Services Director, Public Services Administration, to participate in “Conflict De-escalation Training: A Crash Course for Libraries” webinar being sponsored by Library Journal on October 18, 2023. It is further recommended that registration in the amount of \$79.74 each be reimbursed by the Board.

Jay Eckley, Accounting Manager, Finance, to attend “Public Library Fiscal Officer Conference” being sponsored by Library Accounting Division and held in Lewis Center, OH, on April 11 through April 12, 2023. It is further recommended that registration in the amount of \$205.00, mileage in the amount of \$107.16, parking in the amount of \$20.00, and lodging in the amount of \$150.00 be reimbursed by the Board.

Karen Findlay, Branch Library Manager, West Carrollton Branch Library, Jaclyn Fulwood, Youth Experience Manager, Youth Services, Mariah Johnson, Cultural Programming Manager, Youth Services, Sanghyun Lee, Children Services Librarian, Miami Township Branch Library, Jason Long, Assistant Branch Library Manager, Northmont Branch Library, Craig Lefteroff, Branch Library Manager, Kettering-Moraine Branch Library, Migyeong Song, Branch Library Manager, Miami Township Branch Library, and Shaun Wright, Information Services Manager, Information Services, to participate in “Project Management Fundamentals for Librarians” webinar sponsored by

Library Journal on April 25 through May 9, 2023. It is further recommended that registration in the amount of \$178.18 each be reimbursed by the Board.

Megs Francis, Staff Development Manager, Human Resources, Brittany Graham, Information Services Librarian, Miamisburg Branch Library, and Bradley Kuykendall, Floating Manager, Public Services Administration, to participate in “Project Management Fundamentals for Librarians” webinar sponsored by Library Journal and State Library Journal on November 2 through November 16, 2023. It is further recommended that registration in the amount of \$178.18 each be reimbursed by the Board.

Brittany Graham, Information Services Librarian, Miamisburg Branch Library, to attend “Foundational Leadership Series- Leadership Quick Start” sponsored by Sinclair Community College and held at the Sinclair Centerville Campus on April 11, 2023. It is further recommended that registration in the amount of \$225.00 be reimbursed by the Board.

Amy Hare, Patron Services Assistant, Miami Township Branch Library, to participate in “Passive-Aggressive Behavior: Sources and Solutions” webinar being sponsored by Northeast Regional Library on June 13, 2023. It is further recommended that registration in the amount of \$40.00 be reimbursed by the Board.

Kahlil Ian Kinser, Teen Services Librarian, Vandalia Branch Library, Ariya Smith, Information Services Assistant, Southeast Branch Library, Gabriela Varnson, Teen Services Librarian, Southeast Branch Library, and Keress Weidner, Information Services Assistant, Youth Services, to attend “Youth Mental Health First Aid Class” being sponsored by Montgomery County ADAMHS and held on May 4, 2023. It is further recommended that registration in the amount of \$55.20 each be reimbursed by the Board.

Jeffrey Opt, Audio-Visual Systems Technician, Information Technology Services, to attend “InfoComm” conference being sponsored by Avixa and held in Orlando, FL, on June 14 through June 16, 2023. It is further recommended that registration in the amount of \$549.00, airfare in the amount of \$504.78, parking in the amount of \$40.00, lodging in the amount of \$863.61, and meals in the amount of \$180.00 be reimbursed by the Board.

Mary Beth Rogers, Teen Services Librarian, New Lebanon Branch Library, to participate in “Sexual and Reproductive Health Information at the Library” e-course being sponsored by iSchool @ UW-Madison on July 17, 2023 through August 13, 2023. It is further recommended that registration in the amount of \$150.00 be reimbursed by the Board.

Mary Beth Rogers, Teen Services Librarian, New Lebanon Branch Library, to participate in “Antiracism 201: Digging Deeper in Antiracist Library Cultures” webinar being sponsored by Library Journal on May 8, 2023 through May 26, 2023. It is further recommended that registration in the amount of \$237.24 be reimbursed by the Board.

Lori Rotterman, Information Services Assistant, Special Collections, to attend “Ohio Genealogical Society 2023 Annual Conference” being sponsored by Ohio Genealogical Society and held in Sandusky, OH, from April 26 through April 29, 2023. It is further recommended that registration in the amount of \$225.00, lodging in the amount of \$819.00, and meals in the amount of \$180.00 be reimbursed by the Board.

Chrissy Sanders, Fiscal Officer/Finance Director, Finance, to attend “CPIM-Public Library Fiscal Officer Conference” being sponsored by Ohio Library Council and held in Columbus OH, on April 11, 2023 through April 12, 2023. It is further recommended that

registration in the amount of \$205.00, mileage in the amount of \$107.16, parking in the amount of \$20.00, and lodging in the amount of \$150.00 be reimbursed by the Board.

Shannon Schilling, Assistant Branch Library Manager, Northwest Branch Library, to participate in “Stress First Aid Webinar” being sponsored by OLC and held May 9, 2023. It is further recommended that registration in the amount of \$35.00 be reimbursed by the Board.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Patrick Craig, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective April 9, 2023 at the rate of \$14.06 per hour.

Mikhia Dockery, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective March 26, 2023 at the rate of \$14.06 per hour.

Jennifer Donnington, Senior Patron Services Assistant, full-time, Grade 06, West Carrollton Branch Library, effective April 9, 2023 at the rate of \$16.31 per hour.

Rebekha Hill, Information Services Assistant, Substitute, Grade Sub08, Burkhardt Branch Library, effective April 9, 2023 at the rate of \$14.06 per hour.

Brett Martinez, Information Services Assistant, Substitute, Grade Sub08, Information Services, effective April 23, 2023 at the rate of \$14.06 per hour.

Indy Roca, Information Services Assistant, Substitute, Grade Sub08, Wilmington-Stroop Branch Library, effective April 9, 2023 at the rate of \$14.06 per hour.

Mark Vella, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective March 26, 2023 at the rate of \$14.06 per hour.

It is recommended that the following **Declined Position** be accepted:

Mikhia Dockery, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective March 26, 2023.

AJ Schwab, Systems Technician, full-time, Grade 08, Information Technology Services, effective March 26, 2023.

It is recommended that the following **Leave Without Pay** be accepted:

Jasmine Clay, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective April 4, 2023 for 8 hours for illness.

Jesse Lawhead, Information Services Assistant, full-time, Grade 08, Electra C. Doren Branch Library, effective February 27, 2023 for 18.2 hours for illness.

Katie Sumner, Information Services Assistant, 3/5-time, Grade 08, Northwest Branch Library, effective April 8, 2023 for 5.13 hours for personal reasons.

Janice Williams, Patron Services Assistant/Driver, full-time, Grade 05, Outreach Services, effective April 14, 2023 for 8 hours for personal reasons.

It is recommended that the following **Promotion** be accepted:

Tony McCleskey, Senior Patron Services Assistant, full-time, Grade 06, Patron Services, from Patron Services Assistant, full-time, Grade 05, Patron Services, effective April 9, 2023 at the rate of \$20.91 per hour.

It is recommended that the following **Promotion, Change in Location** be accepted:

Honee Bee Edmonds, Patron Services Assistant, 4/5-time, Grade 05, Electra C. Doren Branch Library, from Information Services Assistant, Substitute, Grade Sub08, Northwest Branch Library, effective March 12, 2023 at the rate of \$15.85 per hour.

Cynthia Woodruff, Branch Library Manager, full-time, Grade S09, Miamisburg Branch Library, from Homework Help Manager, full-time, Grade S07, Youth Services, effective April 23, 2023 at the rate of \$33.2721 per hour.

It is recommended that the following **Promotion, Change in Hours** be accepted:

Lindsay Evans, Information Services Assistant, 1/2-time, Grade 08, Northmont Branch Library, from Information Services Assistant, Substitute, Grade Sub08, Northmont Branch Library, effective April 9, 2023 at the rate of \$18.07 per hour.

It is recommended that the following **Resignation** be accepted:

Karen Hemmelgarn-Early, Patron Services Assistant, Substitute, Grade Sub05, Wilmington-Stroop Branch Library, effective March 28, 2022.

Christopher Jouan, Patron Services Assistant, 1/2-time, Grade 05, Wilmington-Stroop Branch Library, effective April 12, 2023.

Taylor Smith, Safety and Protective Services Assistant, full-time, Grade CE4, Safety and Protective Services, effective April 7, 2023.

Angela Taylor, Homework Help Assistant, Substitute, grade Sub08, Youth Services, effective January 31, 2023.

It is recommended that the following **Temporary Transfer** be accepted:

Mary Ellen Elvers, Information Services Librarian, 1/2-time, Grade 11, Burkhardt Branch Library, from Information Services Librarian, 1/2-time, Grade 11, Information Services, Main Library, effective March 26, 2023 at the rate of \$34.08 per hour.

It is recommended that the following **Termination** be accepted:

Jessica Roncalli-McCoard, Patron Services Assistant, substitute, Grade Sub05, Wilmington-Stroop Branch Library, effective March 31, 2023.