

VALLEY LIBRARY CONSORTIUM

Administrative Council Meeting PACKET

Wednesday, May 19, 2010 **10am**

3210 Davenport, Saginaw

Items Attached:

- A. Agenda, p.2
- B. Administrative Council Minutes, April 21, 2010, p.3
- C. Executive Director's Report, p.5
- D. FY 2009/10 Financial Reports, p.6
- E. VLC Home Page Statistics, p.14
- F. Trouble Log Statistics, p. 15
- G. Meeting Schedule (Administrative Council & Board), p. 16
- H. Board Agenda, May 19, 2010, p. 17
- I. Board Minutes, April 21, 2009, p. 18
- J. Administrative Council Handbook, p. 19
- K. Proposed Bylaws Changes, p. 41

VALLEY LIBRARY CONSORTIUM
Administrative Council Meeting
May 19, 2010
10am
3210 Davenport, Saginaw

AGENDA

Additions to the Agenda:

Decisions:

1. Approval of the minutes from the April 21, 2009 meeting

Executive Director's Report

Discussions:

1. Report from the Nominating Committee – Slate of Candidates
2. Suggested Revisions to the Bylaws
3. Administrative Council Handbook
4. Report from the Search Committee
5. Migration Timeline

Announcements:

News of Events from Member Libraries

Next Scheduled Meeting: June 16, 2010

VALLEY LIBRARY CONSORTIUM
Minutes of the Administrative Council
 April 21, 2010, 10:00 a.m.

Council Members Present: Bryon Sitler-White Pine; Trish Burns-PLOS; Jeanette Bach-Pigeon; Jack Wood-Delta; Melissa Barnard-Midland; Judy Eastland-Michigan Molecular; Kate Pohjola-Lapeer; Nannette Pretzer-St. Charles; Stephanie Mallak Olson-Iosco; Erin Schmandt-Chesaning; Tom Birch-Bay County; Rose Rice-Gutierrez-Bridgeport; Alice Parsons-Northwood; Marsha Boyd-West Branch; Kristen Valyi-Hax-Ruth Hughes.
Council Members Not Present: Bruce Guy-Gladwin; Marcia Dievendorf-Caro; Karen Lambert-North Branch; Desta Ureel-Dryden; Josh Schu-Community District; Kay Hurd-Almont; Jessica Moore-Marlette; Shawn Troy-MCC; Colleen Montalbano-Bay City Schools; Sheila Bissonnette-Harrison.
Others Attending: Karl Steiner-VLC; Jo Abbenante-VLC.

Chair E. Schmandt called the meeting to order at 10:00 a.m.

E. Schmandt asked if there were any additions to the agenda. There were none.

DECISIONS

1. M. Boyd moved to approve the minutes from the March 17, 2010 meeting. J. Wood seconded. Motion passed.

EXECUTIVE DIRECTOR'S REPORT

1. A nominating committee consisting of Kate Pohjola and Melissa Barnard has been formed. Candidates should be announced 30 days before the June meeting.
2. A recap of events involving the recent downtime was given. PC Reliance (a method to collect borrower and item barcodes and due date) is free and easy to install and use.
3. K. Steiner reported on the finances of the consortium.

DISCUSSIONS

1. Hold Slip Printing. K. Pohjola moved to purchase the hold slip printing software from Alpha-G Consultants. T. Burns seconded. Motion passed. Members interested in participating are: Midland, West Branch, Lapeer, Saginaw, Ruth Hughes, Iosco, Chesaning, St. Charles, Bridgeport, and Pigeon.
2. Report from Search Committee. K. Pohjola reported the posting closes 4/22/10 and thus far five applications have been received. The committee is in the process of drafting interview questions. Some members questioned whether five applications were sufficient and whether or not the search deadline should be extended and more broadly advertised. The committee will meet next to week to review applications and from there decide whether to extend the search or not. The Search Committee agreed to keep the Administrative Council apprised of the committee's progress.
3. Administrative Council Handbook. K. Steiner prepared a recap of various Council practices and procedures with some changes.

Changes

Page 6, Quorum: Nine (9) members with all decision requiring a majority vote of those present.

Page 7, Public Library representative with less than 20 seats (2 year term, ends in June of odd number years). Iosco and White Pine were added to the list of libraries.

Page 7, Finance Committee, Meeting Time: Minimum annually to consider the budget.

Page 7, Personnel Committee, Meeting Time: Minimum annually to conduct the evaluation of the Executive Director.

Page 8, Nominating Committee, Meeting Time: As determined by the Chair for the selection of Officers.

Page 20, "overall FDIC insurance level of \$250,000 per financial institution" changed to "current FDIC insurance levels per financial institution".

The document was reviewed and members asked for comment. Members felt the recap was good. Changes will be made as listed.

Discussion was held regarding Page 19, items #1 and #2. The expenditure limit was questioned as well as what procedures would be followed once that limit is exceeded.

T. Burns moved requesting that K. Steiner make a recommendation at the next Council meeting regarding these items. J. Bach seconded. Motion passed.

ANNOUNCEMENTS:

Saginaw will be instituting a \$50 annual fee for Non-Resident Cards.

Lapeer is going to be a stop on the Michigan Notables Author Tour. Michael Zadoorian, Lost Tiki Palaces of Detroit. Thursday, May 13, 7:00.

West Branch is sponsoring a performance of 'The Secret Life of Bees' on April 22, 2010, 6:30. They are also a stop on the Michigan Notables Author Tour. Steve Lehto, Michigan's Columbus: The Life of Douglass Houghton. Tuesday, April 27, 6:30.

Bridgeport is hosting a paper shred day. They will be putting a millage renewal request on the August ballot. A local artist has completed a beautiful 3-D mural in the new children's wing.

Ruth Hughes is participating in the 2010 Imlay City Spring Expo on April 24 and 25.

St. Charles is instituting a Non-Resident fee of \$75 on May 1.

White Pine is hosting a puppet workshop next month. B. Sitler suggested members write their Congressmen asking that budgeted monies from Michigan Works be designated for libraries for the work that is being done helping the unemployed. State Aid checks should be mailed by the end of May.

Next scheduled meeting is May 19, 2010 at 10:00 a.m.

Meeting adjourned at 11:40 a.m.

Minutes prepared by Jo Abbenante.

Executive Director' Report, May 12, 2010

Proposed Bylaws Changes (see page 41)

At the last Administrative Council meeting I was asked to make a recommendation on what the limit of expenditure should be that the Executive Director could make without the approval of the Board. In investigating this issue I contacted our auditor and our attorney for suggestions of how other non-profits handle this issue. Our attorney suggested that the best way to deal with the issue was to make changes to the Bylaws. The addition to Article II, Section 8 specifies the amount the Exec. Director can spend without Board approval and what should be done if the amount needed exceeds that amount.

Article IV, Section 1, specifically gives the Board the authority to hire an Executive Director.

Article V, Section 3, defines the Executive Committee and its duties.

Administrative Council Handbook (see page 19)

I have made the changes to the Handbook that were suggested at the last Administrative Council meeting. Please look it over again to see if anything else needs correcting.

Migration Timeline

Last year the Administrative Council delayed the beginning the process of looking for a new Integrated Library System until August of this year. Is it the desire of the Council to continue on that schedule or not?

If the Council would like to continue on that schedule we could begin getting organized. In the past we formed "expert committees" to review what features members desire for the various software modules (circ., cat, pac, acq., etc.) and to work on scripts that vendors should follow when giving demonstrations. Members of these committees also participated in visits to libraries using the software under consideration and making the final recommendations as to which software performed the best in their particular functional area.

The alternative would be to delay the start of the process until the new Director is in place and has had time to acclimate to the VLC. The one issue with this alternative would be how it would affect the grants that have been provisionally promised to the VLC for the project. We have delayed the grants once already, I don't know how the foundations would react if we tried to delay again. As long as the delay did not run over into the next calendar year, I would think we would be OK.

Windows 7 and Horizon

The VLC has successfully tested a new Horizon client provided by SirsiDynix that will work with the Windows 7 operating system. The new client is expected to be released by SirsiDynix in the near future. VLC members who are thinking of moving to Windows 7 and who use OCLC's Connexion software should be aware that there are some issues with using Connexion on a Windows 7 machine.

VLC
Receipts-- Operational Account FY 2009/10

	July	August	September	Oct.	Nov.	December	January	February	March	April
Almont	3125		1125				1125		1125	
Bay County	22461			20461		20461				20461
Bay Schools	3914		1914			1914				1914
Bridgeport	3538		1538			1538			1538	
Caro	5279		3279			3279			3279	
Chesaning Community Dist.	3423		1423				1423		1423	
Delta	4785		2785			2785			2785	
Dryden	4063		2063			2063			2063	
Gladwin	3078		1078			1078			1078	
Harrison		5453	3575					3575	3575	
Imlay City	3148			1148		1148			1148	
Iosco-Arenac		4657	2657			2657				2657
Lapeer	6347		4347			4347			4347	
Marlette	7892		5892				5892		5892	
MMCC	2835			835			835			835
MMI	2683		683			683			683	
Midland	2123		123				123			123
North Branch	19991		17991			17991			17991	
Northwood	3951		1951			1951			1951	
Pigeon	3545		1240			1240				1240
Saginaw	3532		1532			1532			1532	
St. Charles	20613		18613			18613			18613	
West Branch	3359		1323			1395				1395
White Pine	3529		1529			1529			1529	
White Pine Rent	2061			61			61			61
Misc.	3080	1540		3080		1540	1540	1540	1540	1540
USF	401.84	11.00		98.00				477.62		21.20
			3234.65							
Subtotal:	142756.84	11661.00	79895.65	25683.00	0.00	87744.00	10999.00	5592.62	72092.00	30247.20

TOTAL \$466,671.31

VALLEY LIBRARY CONSORTIUM PROJECTED INCOME

FY 2009/10	April 2010	Seat	Record	Membership	I/R Fund	Total Operating	Balance	
LIBRARY	#Seats	Fees	Fees	Fee	contribut.	Revenue	YTD Paid	Due
Almont	5	\$1,212	\$3,973	\$2,000	(\$692)	\$6,493	\$6,500	\$0 Almont
Bay County	59	\$14,298	\$81,661	\$2,000	(\$14,212)	\$83,747	\$63,383	\$20,364 Bay County
Bay Schools	8	\$1,939	\$6,908	\$2,000	(\$1,204)	\$9,643	\$7,742	\$1,901 Bay Schools
Bridgeport	3	\$727	\$6,560	\$2,000	(\$1,140)	\$8,147	\$8,152	\$0 Bridgeport
Caro	10	\$2,423	\$12,924	\$2,000	(\$2,248)	\$15,099	\$15,116	\$0 Caro
Chesaning	4	\$969	\$5,709	\$2,000	(\$992)	\$7,686	\$7,692	\$0 Chesaning
Community Dist.	13	\$3,150	\$9,647	\$2,000	(\$1,680)	\$13,117	\$13,140	\$0 Community Dist.
Delta	13	\$3,150	\$6,147	\$2,000	(\$1,068)	\$10,229	\$10,252	\$0 Delta
Dryden	5	\$1,212	\$3,745	\$2,000	(\$652)	\$6,305	\$6,312	\$0 Dryden
Gladwin	6	\$1,454	\$14,949	\$2,000	(\$2,600)	\$15,803	\$16,178	\$0 Gladwin Co.
Harrison	3	\$727	\$4,673	\$2,000	(\$812)	\$6,588	\$6,592	\$0 Harrison
Imlay City (Ruth Hughes)	7	\$1,696	\$10,801	\$2,000	(\$1,880)	\$12,617	\$9,971	\$2,646 Imlay City
Iosco-Arenac	17	\$4,120	\$16,033	\$2,000	(\$2,792)	\$19,361	\$19,388	\$0 Iosco-Arenac
Lapeer	26	\$6,301	\$20,852	\$2,000	(\$3,628)	\$25,525	\$25,568	\$0 Lapeer
Marlette	2	\$485	\$3,450	\$2,000	(\$600)	\$5,335	\$4,505	\$830 Marlette
MMCC	3	\$727	\$2,419	\$2,000	(\$420)	\$4,726	\$4,732	\$0 MMCC
MMI	1	\$242	\$301	\$2,000	(\$52)	\$2,491	\$2,369	\$122 MMI
Midland	38	\$9,209	\$75,901	\$2,000	(\$13,208)	\$73,902	\$73,964	\$0 Midland
North Branch	4	\$969	\$8,268	\$2,000	(\$1,440)	\$9,797	\$9,804	\$0 North Branch
Northwood	11	\$2,666	\$4,234	\$2,000	(\$736)	\$8,164	\$6,025	\$2,139 Northwood
Pigeon	5	\$1,212	\$5,941	\$2,000	(\$1,032)	\$8,121	\$8,128	\$0 Pigeon
St. Charles	4	\$969	\$5,402	\$2,000	(\$940)	\$7,431	\$6,077	\$1,354 St. Charles
Saginaw	74	\$17,933	\$68,276	\$2,000	(\$11,880)	\$76,329	\$76,452	\$0 Saginaw
West Branch	4	\$969	\$6,225	\$2,000	(\$1,084)	\$8,110	\$8,116	\$0 West Branch
White Pine	1	\$242	\$0	\$2,000	\$0	\$2,242	\$2,183	\$59 White Pine
White Pine Rent							\$13,860	White Pine rent
Misc.							\$988	Misc.
USF							\$3,235	USF
TOTAL							<u>\$436,424.11</u>	

**VLC Operational Account
Bills -April 2010**

Salaries	\$21,491.26
Benefits	<u>\$6,677.76</u>
Subtotal	\$28,169.02
Telephone	
Telephone - Long Distance	\$59.19
Monthly	\$270.39
Cell - annual minutes	\$107.89
Postage - grant mailings	\$3.80
Misc. supplies, equip, etc.	
SVSU - ILL bands - cds	\$146.22
One Source Office Prod. - Horizon backup tapes	\$261.71
BasicISP - dial-up access	\$6.95
Amazon - Drupal book	\$27.08
Windows and .NET magazine	\$54.95
Training, memberships, etc.	
Cosugi Hotel -	\$294.45
Cosugi Expenses	\$21.20
Building Maintenance and Supplies	
Ray Moreno Janitorial	\$650.00
Vanguard - Inergen inspection	\$308.00
AC Klopff - rooftop unit repair	\$413.59
Utilities	
Saginaw - water	\$295.78
Consumers Energy - gas and electric	\$1,079.47
Mortgage	\$2,495.03

TOTAL \$34,664.72

VALLEY LIBRARY CONSORTIUM

FY 2009/10 VLC Operational Budget

(through April 2010)

	FY 2009/10	YTD	Remainder
	Budget (rev. 3/10)	Expenses	(Budget- YTD)
Salaries	\$211,500	\$175,798.30	\$35,701.70
Benefits	\$83,500	\$57,583.76	\$25,916.24
Supplies, equipment, etc.	\$4,500	\$3,655.97	\$844.03
Promotion	\$3,600	\$13.98	\$3,586.02
Telephone	\$4,200	\$3,557.39	\$642.61
Postage	\$300	\$108.89	\$191.11
Travel	\$300	\$12.65	\$287.35
Training, Workshops, etc.	\$5,000	\$5,125.99	(\$125.99)
Insurance	\$6,500	\$6,339.13	\$160.87
System Maintenance	\$61,000	\$59,690.80	\$1,309.20
Other Maintenance	\$8,500	\$573.00	\$7,927.00
Utilities	\$20,000	\$15,204.21	\$4,795.79
Debt Service	\$29,950	\$24,950.30	\$4,999.70
Financial Services	\$2,500	\$2,395.00	\$105.00
Bldg. Maintenance	\$14,000	\$12,402.97	\$1,597.03
Miscellaneous	\$2,000		\$2,000.00
On-going Authority Cntrl (including OCLC)	\$2,400	\$2,362.55	\$37.45
Merit Membership	\$11,800	\$11,754.90	\$45.10
TOTAL	<u>\$471,550</u>	<u>\$381,529.79</u>	<u>\$90,020</u>

SUMMARY OF AVAILABLE FUNDS

Beginning Fund Balance	\$60,765.43
Transfer to I/R Fund	
Transfer to Capital Account	
Bank Service Fee	
Interest	\$416.96
Income	<u>\$466,671.31</u>
TOTAL Available Funds	\$527,853.70
Expenditures	<u>\$381,529.79</u>
Cash BALANCE	<u>\$146,323.91</u>

VLC CAPITAL ACCOUNT**FY 2009/10** April

Beginning Fund Balance	\$127,869.58	
Income	\$42,151.11	
Interest	<u>\$395.53</u>	
TOTAL FUNDS AVAILABLE		\$170,416.22
<u>Expenditures</u>		
Trivalent - circuits	(1,225.00)	
Paetec - circuits	(1,030.89)	
ATT - circuits	(662.48)	
SirsiDynix - barcodes	(329.00)	
Trivalent - circuits	(1,225.00)	
Paetec - circuits	(1,030.89)	
ATT - circuits	(686.21)	
ATT-circuits	(696.00)	
Trivalent - circuits	(1225.00)	
SirsiDynix - barcodes and MID envisionware	(4964.50)	
Paetec - circuits	(2061.78)	
The Library Network - MARC workshop	(471.55)	
Chase Card - workshop food	(\$32.84)	
Trivalent Group - circuits	(\$1,225.00)	
EnvisionWare - maint.	(\$4,254.25)	
SirsiDynix - barcodes (nor)	(\$329.00)	
Paetec - circuits	(\$1,030.89)	
SirsiDynix - barcodes (bcs, ios, wbr, dry)	(\$684.00)	
Trivalent Group - circuits	(\$1,225.00)	
SirsiDynix - barcodes	(\$1,252.00)	
Trivalent Group - circuits	(\$1,225.00)	
Trivalent Group - circuits	(\$1,225.00)	
SirsiDynix - barcodes (bri)	(\$329.00)	
Paetec - circuits	(\$1,030.89)	
Paetec - circuits	(\$1,030.89)	
Trivalent - circuits	(\$1,225.00)	
SirsiDynix - barcodes	(\$1,194.00)	
CDWG - Barracuda maint.	(\$524.65)	
Paetec - circuits -2 months	(\$2,061.78)	
Trivalent - circuits	(\$1,225.00)	
SirsiDynix - barcodes (bcl, har, icl,stc,del)	(\$2,170.30)	
Rockliffe - email maintenance	(\$500.00)	
Paetec - circuits	(\$1,055.81)	
Trivalent - circuits	(\$1,225.00)	
Alpha-G Consulting - Hold slip printing	(\$1,000.00)	

(\$42,663.60)

AVAILABLE BALANCE

\$127,752.62

VLC EQUIP. I/R FUND

SUMMARY OF AVAILABLE FUNDS

	Expected	YTD Paid	Balance	FY 2009/10	April 2010			
Almont	\$692	\$692	\$0	Almont		TOTAL Income		845,982.30
Bay County	\$14,212	\$14,212	\$0	Bay County		Adjustment (7/99)		533.74
Bay Schools	\$1,204	\$1,204	\$0	Bay Schools		Bank Service Fees		(27.63)
Bridgeport	\$1,140	\$1,140	\$0	Bridgeport		Transfer from Oper. 7/08		35,000.00
Caro	\$2,248	\$2,248	\$0	Caro		Transfer from Oper. 12/08		40,000.00
Chesaning	\$992	\$992	\$0	Chesaning				
Comm Dist.	\$1,680	\$1,680	\$0	Comm. Dist		Expenditures		
Delta	\$1,068	\$1,068	\$0	Delta		ISCI - Dick Boss		(1,752.25)
Dryden	\$652	\$652	\$0	Dryden		Contract - signing		(29,090.00)
Gladwin Co.	\$2,600	\$2,600	\$0	Gladwin Co.		Comp. Sys Corp - UPSs		(2,886.75)
Harrison	\$812	\$812	\$0	Harrison		GL Bender Elec. - wiring		(173.00)
Imlay City	\$1,880	\$1,880	\$0	Imlay City		Comp. Sys Corp - Cable for UPS		(89.00)
Iosco-Arenac	\$2,792	\$2,792	\$0	Iosco-Arenac		ALS contract milestones		(164,840.00)
Lapeer	\$3,628	\$3,628	\$0	Lapeer		HP Compiler		(1,942.50)
Marlette	\$600	\$600	\$0	Marlette		Comp Sys corp - UPS cart		(160.00)
MMCC	\$420	\$420	\$0	MMCC		HP Processor		(10,500.00)
MMI	\$52	\$52	\$0	MMI		HP Memory		(3,275.25)
Midland	\$13,208	\$13,208	\$0	Midland		Citizens Bank Account		(75.00)
North Branch	\$1,440	\$1,440	\$0	North Branch		Computer Sys Corp - UPS UPS		(532.00)
Northwood	\$736	\$736	\$0	Northwood		Gateway - 2 servers		(8841.00)
Pigeon	\$1,032	\$1,032	\$0	Pigeon		Comp Sys corp - UPS cart bkup softw NT		(895.00)
St. Charles	\$940	\$904	\$0	St. Charles		McBee Checks		(63.50)
Saginaw	\$11,880	\$11,880	\$0	Saginaw		ALS - 2 disk drives + install (2/99)		(1,660.00)
West Branch	\$1,084	\$1,084	\$0	West Branch		Computer Sys. Corp. - SQL software (3/99)		(1,205.00)
White Pine	\$0	\$0	\$0	White Pine		Computer Sys Corp SQL doc. (4/99)		(124.00)
TOTAL	\$66,992	\$66,956	\$0			ISCI - Dick Boss 8/03		(4,047.80)
TOTAL I/R Rev	Projected Contributions		Actual	Interest	Grand Total	Currie, Kendall,.. 10/03		(490.88)
1994/95	\$49,140		\$48,425.00	\$1,274.42	\$49,699.42	Dynix (contract signing) 11/03		(34,207.00)
1995/96	\$68,800		\$73,300.53	\$7,008.78	\$80,309.31	Kinko's (manual copies) 12/03		(1,073.94)
1996/97	\$97,760		\$96,480.00	\$24,184.58	\$120,664.58	ISCI - Dick Boss 12/03		(2,298.80)
VLC Share 200k	\$24,230		\$24,575.24		\$24,575.24	Dynix - Training 07/04		(8,000.00)
1997/98	\$50,000		\$60,709.78	\$22,233.22	\$82,943.00	Netsource One 8/2004		(3,230.00)
1998/99	\$35,000		\$35,090.00	\$6,333.54	\$41,423.54	Dynix - contract 8/2004		(45,610.00)
								(\$103,122.00)
1999/00	\$25,000		\$25,004.00	\$8,830.96	\$33,834.96	Dynix - contract 9/3/04)
2000/01	\$25,000		\$25,000.00	\$10,219.30	\$35,219.30	Dynix - Webreporter 5/1/05		(\$3,720.00)
2001/02	\$15,001		\$15,004.00	\$11,770.23	\$26,774.23	Dynix-Contract 6/2005		(45,610.00)
2002/03	\$23,000		\$23,004	\$3,995.18	\$26,999.18	ISCI- D. Boss 6/2009		(250.00)
2003/04	\$66,992		\$25,000	\$2,663.22	\$27,663.22	4 County Comm Foun 8/2009		(1,000.00)
Fed Grant 04			\$14,837.48		\$14,837.48			
2004/05	\$66,992		\$25,016.00	\$1,318.20	\$26,334.20	Available BALANCE		<u>\$440,723.74</u>
2005/06	\$66,992		\$25,018	2954.28	\$27,972.28			
2006/07	\$15,000		\$15,000	\$6,697.45	\$21,697.45			
2007/08	\$57,000		\$57,004	\$4,174.57	\$61,178.57			
2008/09	\$52,000	4325	\$52,182	\$13,358.05	\$69,865.05			
2009/10	\$67,000		\$66,956	\$7,035.29	\$73,991.29			
TOTAL	\$613,907		\$516,464.03	\$102,785.91	\$845,982.30			

VLC Building Maintenance Fund Summary

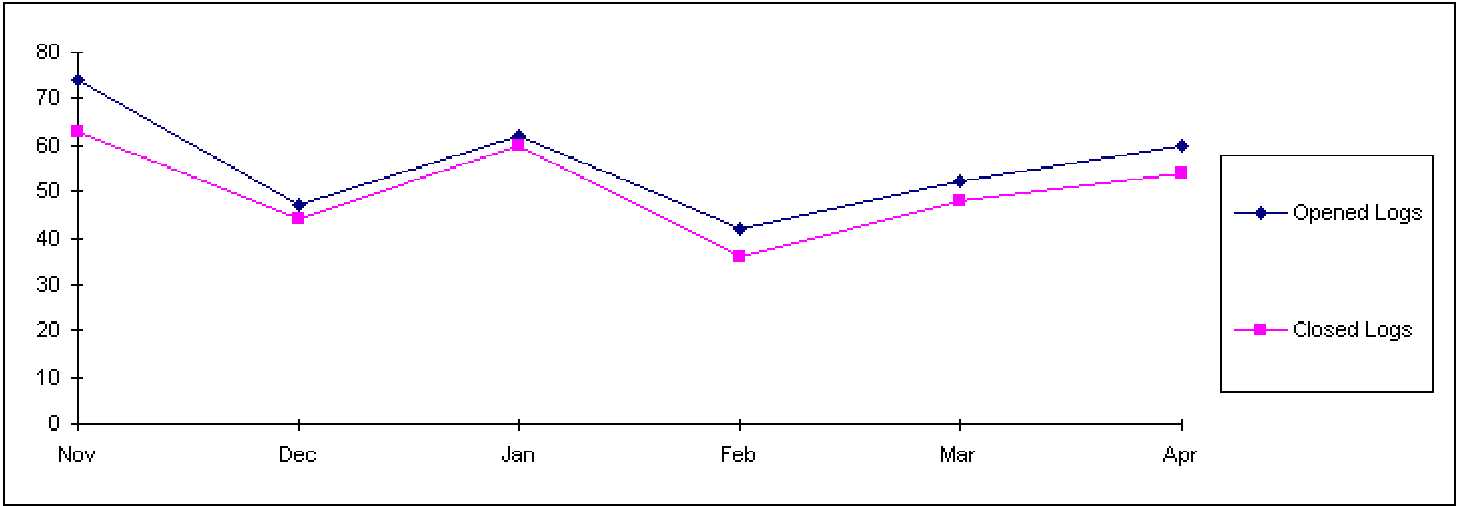
FY 2009/10 through April 2010

Beginning Fund Balance	\$31,047.55	
Interest	<u>\$110.92</u>	
TOTAL FUNDS AVAILABLE		\$31,158.47
<u>Expenditures</u>		
TOTAL EXPENDITURES		<u>0.00</u>
AVAILABLE BALANCE		<u><u>\$31,158.47</u></u>

Valley Library Consortium			
Home Page Access Stats			

	Month of Mar	Month of Apr
A) Total Number of times accessed:		
1) Main Page (www.vlc.lib.mi.us)	2318	2085
2) Search Page (www.vlc.lib.mi.us/search.html)	42	23
3) Page with Links to Other Libraries	98	122
4) Online Resources Page	72	64
5) Contact Information Page	56	45
 B) Average Hits a day:		
1) Main Page	74.77	69.50
2) Search Page	1.35	0.77
3) Page with Links to Other Libraries	3.16	4.07
4) Online Resources Page	2.32	2.13
5) Contact Information Page	1.81	1.50

VLC MEMBER LOGS



	Nov	Dec	Jan	Feb	Mar	Apr	Fiscal YTD
Opened Logs	74	47	62	42	52	60	559
Closed Logs	63	44	60	36	48	54	500

VALLEY LIBRARY CONSORTIUM
Administrative Council and Board Meetings

Meeting Schedule

2010

May 19	10:00am (regular) 11:00am (Board)
June 16	10:00am (regular) 11:00am (Board)
July	No Meeting
August 18	10:00am (regular) 11:00am (Board)
September 16	10:00am (regular) 11:00am (Board)
November 17	10:00am (regular) 11:00am (Board)
December 15	10:00am (regular) 11:00am (Board)

VALLEY LIBRARY CONSORTIUM

BOARD Meeting

May 19, 2010

11:00 am

VLC HQ

AGENDA

Additions to the Agenda

Decisions:

1. Approval of the Minutes from April 21, 2010

Discussions:

Recommendations from the Administrative Council

Announcements:

VALLEY LIBRARY CONSORTIUM
MINUTES OF THE BOARD OF TRUSTEES MEETING
April 21, 2010

Members Present: Kate Pohjola, President (Lapeer), Tom Birch, Vice-President (Bay County Library System); Kristen Valyi-Hax, Sec./Treasurer (Ruth Hughes Memorial Library); Stephanie Mallak Olson (Iosco-Arenac); Melissa Barnard (Grace Dow Memorial Library); Bryon Sitler (White Pine); Trish Burns (Public Libraries of Saginaw)

Others Attending: Karl Steiner (VLC)

K. Pohjola called the meeting of the Board of Trustees of the Valley Library Consortium to order at 11:42 am

Decisions:

1. Minutes

Melissa Barnard moved to approve the minutes of the March 17, 2010 meeting.
S. Olson seconded the motion. Motion carried.

Discussions:

1. Hold Slip Printing

Trish Burns moved to approve the purchase of the Hold Slip Printing software from Alpha-G Consulting. Kristen Valyi-Hax seconded the motion. Motion carried.

The meeting adjourned at 11:44am

Submitted by Kristen Valyi-Hax, Secretary/Treasurer

Valley Library Consortium Administrative Council Handbook



Table of Contents

Introduction, Mission, Philosophical Concepts	1
Function of the Administrative Council	2
Meeting Schedule/Agenda	3
Operational Guidelines	4
Agenda Format	5
Standing Committees	6
Bylaws	9
Member Library Agreement	13
Policies Established by the VLC Board	19

Introduction

The purpose of this handbook is to provide new members of the Administrative Council with an introduction to the Council, what it is and how it conducts its business. It is also a resource to be used by current members of the Council to remind them of established practices and procedures.

About the Valley Library Consortium

MISSION

The mission of the Valley Library Consortium is to provide the greater Saginaw Valley community with access to shared library and information resources through quality, cost-effective automated resources for member libraries.

PHILOSOPHICAL CONCEPTS

- Mutual support for one another:
 - Sharing knowledge between members
 - Understanding member library situations
 - Co-operative efforts

- Identify community needs

- Active participation

- Decisions that individual libraries make need to take into account what affect those decisions will have on the Valley Library Consortium.

- Consortium decisions will attempt to be fair to all.

- Members are responsible for maintaining a quality database.

FUNCTION OF THE ADMINISTRATIVE COUNCIL

From the VLC Bylaws:

The Administrative Council will function as a Standing Committee and will consist of one authorized representative from each member institution. The Executive Director shall serve as an ex-officio member. The Administrative Council shall meet at least six (6) times per year. Minutes of the Council's meetings shall be submitted to all Board members and members of the Administrative Council. Subcommittees or Task Forces may be created by the Administrative Council. The Administrative Council shall be responsible for the following:

- (1) Review and recommend the annual budget to the Board.
- (2) Assist in the selection of Consortium personnel.
- (3) Review policies and procedures of the Consortium and make recommendations to the Board for any necessary changes in policies and/or procedures.
- (4) Review membership requests and make recommendations to the Board for action.

Position: Subcommittee of the Board.

Purpose: Responsible for making recommendations to the Board.

Membership: One (1) representative with one (1) vote from each member library.

Officers: Chair, responsible for setting the agenda and conducting the meeting.
Chair-elect, serves as Chair in the absence of the Chair.

Quorum: A majority of the membership. All decisions require a majority vote of those present.

Meeting Time: Third (3rd) Wednesday of every month at 10am.

MEETING SCHEDULE/AGENDA

The Administrative Council is scheduled to meet on the third Wednesday of each month except in the month of July. The Board meets immediately following the Administrative Council to consider the recommendations of the Council. In months where there is not sufficient pressing business the meetings are cancelled. The Bylaws require the Administrative Council to meet six (6) times per fiscal year.

July	No Meetings
August	Administrative Council/Board Discuss Goals and Objectives for next fiscal year.
September	Administrative Council/Board Finalize Goals and Objectives for next fiscal year.
October	Administrative Council/Board Members notify VLC of batch deletions of borrowers & items before budget counts taken on November 1. Begin Process of Evaluation of Executive Director.
November	Administrative Council/Board November 1 – counts are taken that are used in determining the next year’s operating budget fees. Establish compensation for Exec. Director for next fiscal year.
December	Administrative Council/Board Initial Operating Budget for next fiscal year presented.
January	Administrative Council/Board
February	Administrative Council/Board
March	Administrative Council/Board
April	Administrative Council/Board Nominating Committee Report Board Officers, Elected Board Representatives, Administrative Council Chair-elect.
May	Administrative Council/Board
June	Administrative Council/Board Election of Administrative Council Chair-elect. Election of Board Officers. Election of Board Representatives.

OPERATIONAL GUIDELINES

Decision Making Process: The Council should attempt to make decisions by consensus. If attempts to reach consensus fail, then a simple majority will rule.

All major items that require a decision should be presented at least at two meetings. The item should appear first as a Discussion Item, then as a Decision Item.

Quorum: Each VLC member library shall have one seat on the Administrative Council. A simple majority of Council members constitutes a quorum.

Election of Chair: The Chair-elect of the Council will be elected at the last meeting of the fiscal year. Two meetings prior to that meeting, a nominating committee will be appointed.

Minutes: The VLC staff will be responsible for taking minutes at the Council meetings and at the Board meetings. A meeting packet consisting of minutes, reports, and the agenda will be mailed out at least one week before the next meeting.

Executive Dir. Report: The Executive Director will be responsible for providing a written report for each meeting. This report shall be in a standard format and shall be distributed to the Council members as part of the meeting packet.

Reports from Meetings: Reports from committees should be mailed out ahead of time with the meeting packet.

Agenda Format: A standard agenda format will be followed for all regular meetings. Anyone wishing to add to the agenda should contact the Executive Director at least two (2) weeks before the next meeting. The Executive Director, in consultation with the Chair, has the responsibility of making sure that agendas do not get overcrowded.

AGENDA FORMAT

DECISIONS: The items that appear here have usually appeared as discussion items first. Council members should be able to discuss an important item at one meeting, have some time to think about that item and then come together again to discuss further before voting on the item.

These items should be taken care of first at each meeting. These items would include routine things like approval of the minutes, recommendation of budgets, recommendations for personnel, and recommendations for VLC membership. They would also include decisions about special requests or unusual situations. Except for approval of minutes, all decisions would be forwarded to the Board as recommendations and would appear on the Board's agenda.

EXECUTIVE DIR. REPORT: The report from the Executive Director.

DISCUSSION: Items that members or the Executive Director would like discussed and possibly moved to decision items at the next meeting. Recommendations from committees.

ANNOUNCEMENTS,

NEXT MEETING DATE: Members will be given a chance to announce events in their libraries that may be of interest to other Consortium members. The next meeting date will be confirmed.

STANDING COMMITTEES

Database Control Committee

Position: Subcommittee of the Administrative Council.

Purpose: Responsible for developing, recommending, and establishing policies, priorities, and procedures for the building and maintaining of the VLC database (from the VLC Bibliographic Database Standards and Procedures Manual, online at www.vlc.lib.mi.us).

Membership: One (1) representative with one (1) vote from each member library. VLC staff will serve as ex-officio members.

Officers: Chair, responsible for setting the agenda and conducting the meeting.
Chair-elect, serves as Chair in the absence of the Chair.

Quorum: Nine (9) members with all decisions requiring a majority vote of those present.

Meeting Time: Fourth (4th) Thursday of every month at 10am.

Subcommittees

Acquisitions, Cataloging, Interlibrary Loan.

Position: Subcommittee of the Database Control Committee.

Purpose: To assist the Database Control Committee in reaching decisions.

Membership: One (1) representative with one (1) vote from each member library using the software.
VLC staff will serve as ex-officio members.

Officers: Chair, responsible for setting the agenda and conducting the meeting.
Chair selected by the Subcommittee members.

Quorum: Five (5) members with all decisions requiring a majority vote of those present.

Meeting Time: As needed.

Finance Committee

Position: Subcommittee of the Administrative Council.

Purpose: To assist in the financial planning for the VLC by analyzing the Consortium's financial needs and making recommendations to the Council.

Membership: Administrative Council Chair-elect (1 year term)

Academic library representative (2 year term, ends in June of odd number years)
(Bay City Schools, Delta College, Mich. Molecular Institute, Mid-Mich. Comm. C.,

Northwood University)

Public Library representative with more than 19 seats (2 year term, ends in June of even number years). (Bay County Library System, Grace A. Dow Memorial Library, Lapeer District Library, Public Libraries of Saginaw)

Public Library representative with less than 20 seats (2 year term, ends in June of odd number years). (Almont, Bridgeport, Caro, Chesaning, Community Dist., Dryden, Gladwin, Harrison, Iosco-Arenac, Marlette, North Branch, Pigeon, Ruth Hughes, St. Charles, West Branch, White Pine)

Member-at-Large (2 year term, ends in June of even number years). (Any member not filling one of the other positions)

Executive Director (Ex Officio)

Officers: Chair – the Committee will select the Chair from among its members.

Quorum: Three (3) members with all decisions requiring a majority vote of those present.

Meeting Time: Minimum: annually to consider budget.

Personnel Committee

Position: Subcommittee of the Administrative Council.

Purpose: To consult as needed on changes to the Personnel Policy and to conduct the annual evaluation of the Executive Director.

Membership: Past Administrative Council Chair
Present Administrative Council Chair
Board President
At-large Member

Officers: Chair – the Committee will select the Chair from among its members.

Quorum: Three (3) members with all decisions requiring a majority vote of those present.

Meeting Time: Minimum: annually to conduct evaluation of the Executive Director.

Procedures: PROCEDURES FOR EVALUATION OF THE VLC EXECUTIVE DIRECTOR
(Revised 5-17-06)

1. The immediate past Chair of the VLC Administrative Council shall serve as the Chair of the Personnel Committee, which shall include the Chair of the Administrative Council, the Chair of the VLC Board and one member representative.
2. The evaluation instrument shall be based upon the job description of the Executive Director and/or the

goals and objectives of the VLC. The Evaluation Committee will notify the membership of the evaluation process and request input on the Director's evaluation. A timeline will be provided for responses.

3. The Executive Director shall complete a report of VLC activities/accomplishments for the evaluation period.
4. The Personnel Committee will meet to review the compiled evaluation forms and decide on a recommendation for the compensation package of the Executive Director for the following budget year. The recommendation will be presented to the Administrative Council at the November meeting. The Administrative council recommendation will be considered at the November Board meeting.
5. The Board will meet with the Executive Director to review the evaluation results and discuss compensation. The Board will take action on or before the December meeting. The Executive Director will be excused during the discussion. All salary adjustments will take effect on July 1st.

Nominating Committee

Position: Subcommittee of the Board.

Purpose: To provide a slate of candidates for the position of Chair-elect for the Administrative Council, the Board Officers, and the Board positions elected by those members not already represented on the Board.

Membership: Two Consortium Board members (from the Bylaws) appointed by the Board President.

Officers: Chair – the Board President will appoint the Chair.

Quorum: Two (2) members with all decisions requiring a majority vote of those present.

Meeting Time: As determined by the Chair for the selection of officers.

Procedures: The election of the above positions will take place at the last Administrative Council and Board meetings of the fiscal year. The slate of candidates shall be sent in writing to the Administrative Council/Board thirty (30) days prior to the election.

BYLAWS

BY-LAWS OF THE VALLEY LIBRARY CONSORTIUM

ARTICLE I

Section 1. Name. The name of this Consortium shall be the Valley Library Consortium.

Section 2. Objective. The objective of the Valley Library Consortium is to provide shared automated library services and other cooperative programs as needed by its members.

Section 3. Membership. Membership in the Consortium is contingent upon subscribing to the services of the Valley Library Consortium (VLC) and approval of the Board.

Section 4. Withdrawal. Should any member organization elect to cancel its contract for Valley Library Consortium services, such cancellation shall constitute withdrawal from the Consortium.

Section 5. Default and Expulsion. In the event that a Consortium member institution defaults on any Consortium agreement, or engages in conduct that is detrimental to the Consortium, the member may be expelled. A vote of the VLC Board members shall be required to initiate expulsion action against an offending member. A member, after being notified that it is in danger of being expelled, has three months to correct the conditions that could lead to expulsion. If after three months, the offending member institution has not corrected the conditions, which could lead to expulsion, the VLC Board members may, upon a vote, expel the offending member institution from the Consortium.

ARTICLE II BOARD MEMBERS

Section 1. Numbers. The number of members of the Consortium Board shall be no more than seven (7). The Board shall consist of no more than five (5) representatives of the member institutions whose financial commitment, in the prior fiscal year, was the greatest, and two (2) members elected biennially by the balance of the remaining members, one each on alternating years. Changes of Board membership shall be effective July 1 of each year.

Section 2. Composition of the Board. The Board shall be composed of the highest-ranking official of the member institution, or their designee. In the event that any regularly appointed Board member (see Article II, Section 3) cannot attend a Board meeting, that Board member may send an alternate from the same institution, with written confirmation of voting authority, to take his or her place at the meeting. This applies to both regularly scheduled Board meetings and special Board meetings.

Section 3. Terms of Board Members. An individual may continue to represent his/her institution on the Board as long as he/she remains the highest-ranking official (or their designee) within the member institution and as long as the member institution is entitled to Board representation.

Section 4. Vacancies. Any vacancy shall be filled as soon as practical upon appointment by the member

institution and acceptance by the existing Board members, with a vote of approval.

Section 5. Powers. The Consortium Board shall govern the affairs of the Consortium and in connection therewith may exercise all of the powers of the Consortium as provided for in these Bylaws. In order to vote, a board member or alternate must be able to participate in the discussion. Proxy votes of those not in attendance will not be allowed. The number of affirmative votes required for a motion to pass must equal a simple majority of the total Board membership.

Section 6. Meetings.

(a) The Consortium Board members shall meet regularly three times per year. The time and place of each regular meeting shall be fixed by the President of the Board and written notice of such time and place shall be given each member at least thirty days before the selected date.

(b) Special meetings may be called by the President of the Board or shall be called upon the written request of any two (2) members. Written notice of the time, place and subject matter of each special meeting shall be given to each member at least ten days before the meeting date, unless such notice is waived or waiver is given by attendance at the meeting.

Section 7. Quorum. A simple majority of the Board members shall constitute a quorum for holding a meeting of the Board.

ARTICLE III OFFICERS

Section 1. Number and Qualifications. The officers of the Board shall consist of the President of the Board, Vice-president and Secretary/Treasurer. The officers will be elected from among the members of the Board.

The Board may appoint such assistant officers to serve the Board from time to time and it may determine and define their powers and duties.

Section 2. Election. The officers of the Board shall be elected at the last meeting of the fiscal (July 1 - June 30) year and each shall hold office until the last meeting of the next fiscal year, or until their successors shall have been elected.

Section 3. Duties. The duties of the officers of the Board shall be:

- (a) The President shall preside over the meetings of the Board.
- (b) The Vice-president shall have authority to act for the President in his/her absence or in the event of his/her incapacity.
- (c) The Secretary/Treasurer shall have responsibility for those duties that are typically ascribed to those offices.

ARTICLE IV FUNCTIONS OF THE CONSORTIUM BOARD

Section 1. Nature of Functions. The functions of the Consortium Board will be as follows and may be modified, increased or eliminated by action of the Board:

- (a) To oversee the administration of the Valley Library Consortium.
- (b) To approve contractual agreements made between the Consortium and member libraries.
- (c) To approve the operating budget for the Consortium at the spring meeting.
- (d) To determine the most cost-effective means by which shared library services can be provided.
- (e) To determine policy, procedure, and resource development plans.
- (f) To incorporate, as feasible, all the libraries of the greater Saginaw Valley in the process of resource sharing.
- (g) To provide for consistent information and public relations efforts concerning the Valley Library Consortium.
- (h) To develop a mechanism for cooperative action in acquiring financial resources in support of the objectives of the Valley Library Consortium.

ARTICLE V COMMITTEES

Section 1. Standing Committees. The Board may establish committees in order to carry out the functions of the Consortium. Such committees that are expected to continue for relatively long periods of time will be referred to as Standing Committees.

(a) Administrative Council. The Administrative Council will function as a Standing Committee and will consist of one authorized representative from each member institution. The system administrator shall serve as an ex officio member. The Administrative Council shall meet at least six (6) times per year. Minutes of the Council's meetings shall be submitted to all Board members and members of the Administrative Council. Sub-committees or Task Forces may be created by the Administrative Council. The Administrative Council shall be responsible for the following:

- (1) Review and recommend the annual budget to the Board.
- (2) Assist in the selection of Consortium personnel.
- (3) Review policies and procedures of the Consortium and make recommendations to the Board for any necessary changes in policies and/or procedures.
- (4) Review membership requests and make recommendations to the Board for action.

(b) Nominating Committee. The President shall appoint the Nominating Committee consisting of two (2) Consortium Board members at least two (2) months prior to the annual election of officers. The slate of candidates shall be sent in writing to each Board member thirty (30) days prior to the election.

Section 2. Other Committees. The Board may establish other Task Forces, Councils, or Temporary Committees in order to carry out the functions of the Consortium.

ARTICLE VI
INDEMNIFICATION

The Consortium shall indemnify its directors, officers, employees and agents to the extent permitted by the provisions of Michigan Non-Profit Corporation Act, as the same is amended from time to time.

ARTICLE VII
RULES OF ORDER

Section 1. Robert's Rules of Order. The rules contained in the latest edition of ROBERT'S RULES OF ORDER shall govern the Consortium in all cases to which they are applicable and in which they are not inconsistent with the Articles of Incorporation and/or the By-laws.

ARTICLE VIII
AMENDMENTS

Section 1. These Bylaws may be amended by vote of the Consortium Board as specified under Article II, Section 5 at any regular meeting or a special meeting of the Board called for such purpose where notification has taken place at least 30 days ahead.

The foregoing Bylaws of the Valley Library Consortium take effect when ratified and confirmed by the Board.

MEMBER LIBRARY AGREEMENT *

The Agreement dated as of March 1, 2008, by and between

VALLEY LIBRARY CONSORTIUM, a Michigan non-profit membership corporation,

hereinafter called "VLC," and

Michigan library organizations that are parties to this Agreement,

hereinafter called "Members,"

WITNESSES AS FOLLOWS:

1. **Background.** VLC operates an integrated automated library system, consisting of a circulation control system, on-line public access catalogue system and other software modules (the "System"). Members desire to use the System.
2. **Membership.** Members of VLC shall include Michigan library organizations that currently are VLC Members or hereafter become Members in accordance with the following provisions:
 - a. Current Members. The following Michigan library organizations are current Members of VLC:
 - Almont District Library
 - Bay City Schools
 - Bay County Library System
 - Bridgeport Public Library
 - Caro Area District Library
 - Chesaning Public Library
 - Community District Library
 - Delta College Library
 - Dryden Township Library
 - Gladwin County Library
 - Grace A. Dow Memorial Library, City of Midland
 - Harrison Community Library
 - Iosco-Arenac District Library
 - Lapeer District Library
 - Marlette District Library
 - Michigan Molecular Institute
 - Mid-Michigan Community College Library
 - North Branch Township Library
 - Northwood University Library
 - Pigeon District Library
 - Public Libraries of Saginaw
 - Ruth Hughes Memorial District Library
 - St. Charles District Library
 - West Branch Public Library
 - White Pine Library Cooperative

VLC and each of the above-listed current Members will execute an instrument appended to this Agreement titled "Member Library Agreement - Execution Instrument." Execution of such instrument by current Members constitutes their agreement to continue to abide by the provisions of VLC's governing documents, including its Articles of Incorporation, By-Laws, Standards and Procedures Manual, Mission Statement, and this Member Library Agreement, as they presently exist or as they may be amended from time to time by VLC's Board of Directors. Each Member will be provided thirty days advance notice of any changes in those governing documents unless emergency circumstances require a shorter notice period.

- b. **New Members.** Other Michigan library organizations may become Members of VLC subject to the following conditions and procedures:
- Submission to VLC of a request to become a Member together with pertinent information and documentation specified by VLC's Board of Directors.
 - Approval of such Membership application by VLC's Board of Directors.
 - Execution by the new Member of a "Member Library Agreement - Execution Instrument" which shall be attached to and included in this Agreement.

The initial term of each new Member shall be three years commencing on the date of the Board of Directors' approval of the new Member's application for Membership. During the initial three-year term, a Member will be subject to the provisions of following paragraph 7 applicable to current Members during the three-year period following the effective date of this Agreement.

Upon executing said "Member Library Agreement - Execution Instrument" a new Member will be obligated to abide by the provisions of VLC's governing documents, including its Articles of Incorporation, By-Laws, Standards and Procedures Manual, Mission Statement, and this Member Library Agreement.

3. **Liaison.** Each Member shall prepare and furnish VLC's Board of Directors written notice of the individual designated as that Member's contact person with VLC and to serve as the Member's representative on the VLC Administrative Council. At any time a Member may furnish VLC's Board of Directors written notice of a change in the Member's designated representative and the new notice will supersede any notice which that Member previously furnished to the Board regarding the Member's designated representative.
4. **Majority Rule.** Unless otherwise expressly required by provisions of VLC's governing documents or by law, all actions and decisions which require Membership approval shall be determined by a simple majority of VLC's Members in good standing at the time such approval is needed. A member's vote on matters requiring Membership approval may be cast by the Member's designated representative at a duly convened meeting of Members.
5. **Equipment.** The cost of acquisition and maintenance of all equipment necessary for Member to participate in the System, including computer terminals, scanners, printers and light pens, shall be the responsibility of Member. Members shall be responsible for all telecommunication charges necessary for Member's access to the System. All internal wiring and cabling in connection with Member's access to the System shall be sole responsibility of Member. When the VLC contracts for telecommunication service between VLC and the Member, then the cost of all telecommunications equipment necessary to connect the remote site and the VLC shall be assessed to the Member, but will remain the property of the VLC. The VLC will maintain this equipment and be responsible for providing temporary replacement in an emergency. If a member should choose to withdraw, the original telecommunications equipment (or equipment of equal functionality), located within the facilities of the withdrawing agency shall be offered at first right of refusal for one dollar (\$1) per piece of equipment.
6. **Fees.** Member shall pay such annual fees and other charges as are assessed by VLC to libraries participating in the System generally. All fees are to be paid within Forty-five (45) days of the date of invoice. Member agrees to pay a late payment fee for each day a payment is overdue, such fee to be calculated on the basis of Eighteen

Percent (18%) per annum of the amount due. The fees and charges initially applicable to Member are as follows:

Start-up Enrollment Fee: \$ 5,000

Other Initial Charges: Actual cost of telecommunication equipment, licenses, software, and other central site equipment needed for start-up.

Annual Fee: The annual fee and start-up enrollment fee will be reviewed by the Board each year in accordance with Section 8b. of this agreement. For the method of calculating a member's fee see Attachment I below.

7. **Term.** This Agreement shall be effective for an initial term of Three (3) years. Thereafter, this Agreement shall remain in effect unless written notice of termination is given 18 months prior to the effective termination date. Any Member who wishes to withdraw at the end of the initial term of the contract must give a minimum of 18 months notice of withdrawal prior to the end of the initial agreement term.
8. **Termination.** The provisions of paragraph 7 notwithstanding, this Agreement may be terminated by either VLC or Member, as follows:
 - a. If there is a material default by one party under the terms of this Agreement, or in complying with the provisions of the Bylaws or the Standards and Procedures Manual of VLC, as amended from time to time, and such default is not cured within Ninety (90) days after written notice thereof is given by the corresponding party.
 - b. If the fees assessed to Member for Participation in the System for any fiscal year of VLC are increased by more than Ten Percent (10%) (excluding the costs incurred by the actions of an individual Member) above the fees assessed to Member in the immediately preceding fiscal year, Member may terminate this agreement effective as of July 1 of any year if written notice of such termination is given to VLC prior to April 1 of such year.

A terminated or withdrawing Member shall continue to be liable to VLC for payment of all dues and assessments owed by the Member as of the date of the Member's termination or withdrawal. A terminated or withdrawing member will not be entitled to receive any refund of dues and assessments previously paid by the member to VLC.

Member agrees to compensate the Consortium for any costs incurred or revenue not realized due to early withdrawal from this agreement. Charges may include, but not be limited to, contractual telecommunication obligations, the Equipment Improvement/Replacement Fund, and any costs for items or services purchased for the member that will go unused.

Upon termination, either under paragraph 7 or under this paragraph 8, Member shall be responsible for cost of removing Member's database from the System.

9. **Software License.** Member understands that the computer software utilized in connection with this System is or may be obtained under licensing arrangements with various third parties. Member agrees to maintain the secrecy, confidentiality and integrity of any such software in accordance with the instructions of VLC and such third-party vendors, and agrees to execute such confidentiality agreements as may be reasonably required to accomplish this purpose. Member further agrees to indemnify VLC against any liability or damage, including attorney's fees, arising out of breach by Member of such duty of confidentiality. Member shall not duplicate or copy any software documentation provided for the System without the written consent of VLC and the relevant software vendor.

10. **Security.** Member agrees to provide reasonable security measures to prevent unauthorized access to the member's network(s) and the VLC network for the purpose of obtaining secure information (i.e. VLC account logins and passwords). See Attachment II for more information on reasonable security measures.
11. **Training.** VLC will provide ongoing staff assistance and training to Member's personnel, in accordance with the general procedures of VLC.
12. **Dispute.** In the event that any dispute arises between VLC and Member in connection with this Agreement, such dispute shall be brought before the Board of Directors of VLC for their consideration and recommendation as to resolution. Neither party shall proceed with court action until the board of Directors of VLC has had an opportunity to mediate the dispute.
13. **Notices.** All notices under this Agreement shall be effective Two (2) days after being sent by certified mail, return receipt requested, upon personal service to the corresponding party, or upon delivery to a national courier service, addressed as follows:
- If to VLC: Valley Library Consortium
3210 Davenport Ave.
Saginaw, MI 48602
- If to Member: to the Member's designated representative
as provided in preceding paragraph 3.
14. **Entire Agreement.** This Agreement, together with the Bylaws, Standards and Procedures Manual, Mission Statement of VLC, and Attachments I and II constitutes the entire agreement of the parties, and can be amended or modified only in writing in accordance with the terms of this Agreement, or in accordance with the terms of a document executed by both VLC and Member. In the event of any inconsistency between the terms of this Agreement and of the Bylaws or Standards and Procedures Manual of VLC, the terms of this Agreement shall control.
15. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the corresponding party.
16. **Severability.** In the event that any term or provision of this Agreement is found to be invalid or unenforceable, such determination of invalidity or unenforceability shall not affect the other terms of this Agreement.
17. **Amendment.** Provisions of VLC's governing documents, including its Articles of Incorporation, By-Laws, Standards and Procedures Manual, Mission Statement and this Member Library Agreement may be revised and amended by VLC's Board of Directors as provided in the By-Laws.

IN WITNESS WHEREOF this Agreement effective as of March 1, 2008, has been executed by and in behalf of Valley Library Consortium and its Members on the dates specified below and on the appended Execution Instruments.

Valley Library Consortium, a Michigan
Non-profit Membership Corporation

By: _____

Title: Executive Director

Signed on: _____

Attachment I

Starting in FY 2003/04 and continuing for the remainder of the contract period the Annual Membership Fee will be \$2,000. The remainder of the annual fee will be calculated based on each member's actual usage of the system. The following factors will be used to calculate each member's share of the budget: number of ports, circulation, holdings, patrons, and serial subscriptions. The VLC membership may elect to vary the percentages. The counts for the above calculations will take place in November of each year and will be for the previous twelve (12) month period. New members' fees will be calculated from information provided by the Member, the Library of Michigan and/or whatever information exists in the VLC database for that member.

Attachment II

Reasonable security measures include, but are not limited to the following:

Protecting devices on the network(s) from the type of access that would allow an individual to execute any type of program, script, etc. with the intent of obtaining secure information (i.e. passwords, etc.).

Locating telecommunication equipment in a secure area that is not accessible to the public.

Assuring that any PC or terminal, in or near a public area, is logged off when unattended (excluding PAC accounts).

Keeping IDs and passwords, when written down, in a secure location.

Providing individual passwords and IDs for each staff member.

Promptly notifying the VLC when a staff member terminates employment.

Not sharing passwords/IDs with other staff members or family members.

VALLEY LIBRARY CONSORTIUM

**MEMBER LIBRARY AGREEMENT
EXECUTION INSTRUMENT**

The following-named Member of Valley Library Consortium:

John Doe Library
200 W. Jones St.
Anywhere, MI 48003

Hereinafter called "Member"

Hereby agrees to be a party to and to abide by provisions of the Valley Library Consortium Member Library Agreement, dated March 1, 2008, previously executed by and in behalf of Valley Library Consortium, a Michigan non-profit membership corporation.

Executed by and in behalf of Member on _____, 2008.

Signature: _____

Printed Name: _____

Title: _____

***Note:** New membership agreements signed prior to migration to new software

POLICIES ESTABLISHED BY THE VLC BOARD

1. Any single item or service costing more than \$10,000 needs to be approved by the Administrative Council.
2. Quotes will be required for any single item or service between \$10,001 and \$15,000 except for items for which the ILS vendor is the sole source.
3. Competitive bids will be required for any single item or service costing more than \$15,000 except for items for which the ILS vendor is the sole source.
4. The VLC will add a five percent (5%) handling/shipping fee to any order it processes for members.
5. All funds in excess of budgeted expenses will be transferred to the capital account when appropriate.
6. If the VLC members, as a group, do not wish to purchase an ILS software module, then an individual member or members may add that module with the following stipulations:
 - A. The individual member or members purchase the software and pay all associated costs.
 - B. The VLC Board approves the purchase.
 - C. The software module becomes the property of the VLC.
 - D. Other VLC members are able to purchase accounts for the module.
7. The Equipment Improvement/Replacement Fund will be financed through the operational budget and other funds that the Board approves. The annual goal for the Fund will be established each fiscal year as a regular part of the budgeting process. The progress of the Fund will be closely monitored and periodic financial reports will be provided.
8. Should a VLC member absorb another institution/building, the VLC Finance Committee will review the costs involved in adding the additional holdings to the database and make recommendations regarding the appropriate assessments.
9. The VLC will purchase insurance to cover the telecom equipment owned by the VLC, but housed at the member libraries. The VLC will provide surge protection to all VLC owned equipment housed at the member library.
10. An investment policy, consistent with the objectives of capital preservation and current income, is in keeping with the fiduciary responsibilities of the VLC Board.

VLC shall keep at ready access such reserves as are necessary for the efficient operation of the organization. All funds should be deposited in financial institutions authorized to operate in this State only. Revenue collected by VLC for services rendered shall ordinarily be placed in interest-bearing accounts, such as:

- A. Sweep Account
- B. General Checking Account
- C. Certificates of Deposit
- D. Treasury Bills
- E. Money Market Account

Since the primary objective of this investment policy is safety, excess funds should first be directed into accounts at financial institutions taking advantage of the overall FDIC insurance level of \$250,000 per financial institution. In the event the total funds in a financial institution exceed the FDIC insurance level for that institution, consideration should be given to diversifying the investment accounts among multiple financial institutions to take advantage of the FDIC insurance levels. If excess funds are invested in other than FDIC insured accounts, those excess funds should be invested in accounts that are fully guaranteed by the United States Government or obligations of the State of Michigan.

The Finance Committee will recommend to the Board through the Administrative Council, from time to time, the depositories of VLC funds.

11. The mileage rate paid to VLC staff will be the current Internal Revenue Service mileage rate. Meal reimbursement will be at the following rates: Breakfast: \$12, Lunch: \$14, and Dinner: \$24.
12. The auditor will conduct a Review Opinion of the VLC's financial statements every other year.
13. VLC Policy on Third Party Products Accessing the Horizon Databases (April 16, 2008).

Any VLC member wishing to purchase software or other products that will interact with the VLC Horizon database(s) and that software or other product is not a SirsiDynix product or authorized by SirsiDynix, must submit a request to the VLC to review the software or other product.

The VLC staff will then research the product and may contact the software manufacturer, SirsiDynix, and any other necessary resources to determine if the software or other product poses any potential threat to the integrity of the Horizon databases or in any way would compromise the stability of the Consortium.

The VLC staff will then report their findings to the Administrative Council generally within four weeks. The Council will then take make a recommendation to the Board concerning the matter.

14. Approved the establishment of a part-time janitorial/maintenance position that will remain unfilled as long as the current maintenance contractor is employed by the VLC.
15. Members wishing to reduce their number of seat licenses must give the VLC eighteen (18) months notice of the reduction. If the net loss of seats in the entire Consortium is five or less for the fiscal year, then the eighteen (18) month notice period shall be waived. All seat licenses dropped by members will remain the property of the VLC. Members will be responsible for removing the Horizon client software from the machines that no longer have a license within one week of the effective reduction date.
16. Members will send a request to the Executive Director for additional seats. The Exec. Dir. will grant new seats and the appropriate fees will be charged to members unless there is a problem. If there is a problem, the Executive Director will bring the matter to the Administrative Council.
17. If members do not complete database projects, the VLC staff is authorized to delete the records that do not meet the standards as described in the project.

Proposed Bylaws Changes

Article II (Section 8)

8. Expenditures. The Executive Director is authorized to spend up to \$10,000.00 for budgeted or unbudgeted expenditures without the approval of the Board of Directors. If the expenditures exceed \$10,000.00 and there is not sufficient time for the Board of Directors to meet, then the officers of the Board acting as an Executive Committee can authorize such expenditures by a majority rule.

Article IV (1)

- i. To employ any individual or entity for the management of the Valley Library Consortium as Executive Director.

Article V (Section 3)

Executive Committee. The officers of the Consortium shall function as an Executive Committee to perform any functions that may be designated to the Executive Committee by the Board of Directors, or as provided by the by-laws of the Consortium.