

Defiance Public Library Board of Trustees
Regular Board Meeting
November 17, 2021

The Board of Trustees of Defiance Public Library met for its monthly meeting on Wednesday, November 17, 2021, at the Defiance Public Library in Defiance, Ohio; notice of said meeting pursuant to O.R.C. 121 having been posted.

Board Secretary Kenyotta Stantz called the meeting to order at 5:00 pm. In attendance were Board members: Ken Boroff, Dennis Sobecki and Susan Mack. Board members Chris Korhn, Laura Connor and Beth Michel were absent. Staff members present: Director Cara Potter, CFO Nancy Roehrig, Adult Services Associate Sarah Marshall.

Visitors present: Judy Hasch, Mary Williams, Lori Wood, Zoe McMaster, Marja McGuire, Kathy Holtsberry and Tabitha Sullivan.

Adult Services Associate Sarah Marshall talked to the Board about her job, programs being offered at DPL, and the Worthington Project.

One of the visitors present discussed their views of the COVID Safety Procedure that was approved at the September 29, 2021, Board meeting and the application of it to a staff member.

Susan Mack, and Judy Hasch and Mary Williams updated the Library Board on the activities of the Friends of the Johnson Memorial and Sherwood Branch Libraries, respectively.

The Finance Committee met on Tuesday, November 9, at 4:00 pm at the Defiance Public Library to review October financials. Committee Chair Ken Boroff, Chris Korhn, CFO Nancy Roehrig and Director Cara Potter were in attendance. Ken Boroff reported to the Board the PLF came in above expectations again, making General Fund revenues higher than planned for the year. Expenses continue to run below budgeted amounts. The Committee also discussed the results of analysis of the NEO-RLS salary survey and discussed an approach for implementing the pay rate changes.

The Policy Committee met on Tuesday, November 9, at 4:30pm at the Defiance Public Library. Committee Chair Beth Michel, Ken Boroff, Director Potter and CFO Roehrig were in attendance. Director Potter reported to the Board the committee reviewed changes to the DPLS FMLA Policy, which were discussed by the Board later in the meeting.

Consent Agenda

Dennis Sobecki moved and Susan Mack seconded the motion to approve the Consent Agenda.

- Approval of the Minutes of the Regular Library Board meeting on October 27, 2021.
- Approval of the corrected minutes of the Regular Library Board meeting on January 7, 2021.
- Approval of the October 2021 financial reports as reviewed by the Finance Committee and approval of the payment of bills for November 2021.
- Approval of the Fiscal Officer's Report as presented.

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Ken Boroff moved and Susan Mack seconded the motion to approve an increase in the following Coronavirus Relief Fund appropriations:

DPL Maintenance Services	\$ 1,700.00
Computer Services	\$ 1,000.00
DPL Furniture & Equipment	\$30,614.00

Motion carried.

The CFO informed the Board that health care costs for 2022 will increase \$1,604.04 from 2021 when comparing the same enrollees. Medical, eye, dental and dependent life insurance costs will increase 1.3% over 2021. The Board agreed they would continue to cover the cost of the Employee Assistance Plan, which is estimated to be \$215.28 for 2022.

Dennis Sobecki moved and Susan Mack seconded the motion to approve General Fund revenue and appropriation adjustments for funding received from the Defiance Area Foundation for the Candid grant information database:

- An increase in revenue – Contributions and Gifts of \$2,495.00
- An increase in appropriations – Databases of \$2,495.00

Motion carried.

5:41 pm

Ken Boroff moved and Dennis Sobecki seconded the motion to enter into Executive Session for the purpose of discussing the employment and compensation of public employees.

Roll Call Ayes: Ken Boroff, Dennis Sobecki, Susan Mack and Kenyotta Stantz. Nays: None.

Motion carried.

6:33 pm

Susan Mack moved and Ken Boroff seconded the motion to return to Regular Session. Motion carried.

The next Regular meeting of the Library Board is scheduled for Wednesday, December 15, 2021, at 5:00 pm at the Defiance Public Library, Defiance, Ohio.

Dennis Sobecki moved and Susan Mack seconded the motion to adjourn the meeting.

Meeting adjourned by Board Secretary Kenyotta Stantz at 6:35 pm.

_____, President

_____, Secretary

ADDENDUM

5.9 A Family & Medical Leave

As a public agency, Defiance Public Library System conforms to all requirements of the US Department of Labor Family & Medical Leave Act (FMLA). Below is summary information regarding Family & Medical Leave benefits and eligibility.

In accordance with Family & Medical Leave Act, the Defiance Public Library System provides eligible employees:

- Up to 12 work weeks of unpaid leave a year.
- Maintains group health benefits during the leave as if employees continued to work instead of taking leave.
- Ensures the employee will return to their same or an equivalent job at the end of their Family & Medical Leave.

Eligible employees may also take Family & Medical Leave for specified reasons related to certain military deployments of their family members. Additionally, they may take up to 26 weeks of Family & Medical Leave in a single 12-month period to care for a covered service member with a serious injury or illness.

When it is medically necessary, employees may take Family & Medical Leave intermittently, taking leave in separate blocks of time for a single qualifying reason, or on a reduced leave schedule reducing the employee's usual weekly or daily work schedule.

Leave for the following events must be reported as Family & Medical Leave:

- The birth of a child and the care for the newborn.
- The placement of a child with an employee in connection with the adoption or state-approved foster care of the child.
- The serious health condition of a child, parent, or spouse or domestic partner of the employee or a qualifying adult, or child of a qualifying adult.
- A serious health condition of the employee.
- Qualifying exigencies arising out of the fact that the employee's spouse or domestic partner, son, daughter, or parent is on covered active duty or call to covered active-duty status as a member of the National Guard, Reserves, or Regular Armed Forces.

An eligible employee must use all applicable accrued paid leave balances while taking Family & Medical Leave. After an employee exhausts all paid leave or if the employee is requesting intermittent Family & Medical Leave, the employee must notify their supervisor, and submit a Family & Medical Leave Request to the DPLS Business Office. For the period of the Family & Medical Leave that is without pay, the employee on Family & Medical Leave will not accrue

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PTO and sick leave.

For the period of the Family & Medical Leave that is without pay, the employee may continue health insurance benefits and will receive the premium sharing from DPLS toward the cost of health insurance. The employee is responsible for self-paying by personal check or money order that part of his/her insurance cost that would otherwise be deducted from the employee's paycheck.

To be eligible to take leave under the Family & Medical Leave Act, an employee must have worked 1,250 hours during the 12 months prior to the start of leave unless the break in service is due to an employee's fulfillment of military obligations.

When the DPLS Business Office is informed of their need for Family & Medical Leave, the Business Office will provide the employee with a completed Notice of Eligibility and Rights & Responsibilities form and Family & Medical Leave Designation Notice.

Leave covered under the Family & Medical Leave Act must be designated as FMLA-protected and the DPLS Business Office must inform the employee of the amount of leave that will be counted against the employee's Family & Medical Leave entitlement.

To return to work, the employee must provide a "fitness for duty" certificate or letter from their healthcare provider.

To determine whether leave is covered under the Family & Medical Leave Act, the DPLS Business Office may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the Business Office must state in writing what additional information is necessary to make the certification complete and sufficient.

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Agreement
Between
the Defiance Public Library System
320 Fort Street, Defiance, OH 43512

And
the Johnson Memorial Library Friends
116 W. High St., Hicksville, OH 43526

Property: This agreement includes the property located at 116 West High Street, Hicksville, OH 43526 including the right of ingress and egress and parking lot.

Use: The Defiance Public Library System shall occupy the premises for the purpose of operating the Johnson Memorial Branch Library providing library service to the residents of Hicksville.

Rent: The total rent shall be one dollar.

Defiance Public Library Obligations:

- provide a suitable collection. of books and other library materials; appropriate furniture, equipment, computers, technology and staffing.
- pay cost of wages and benefits for all persons engaged in the operation of the library.
- provide basic janitorial service.
- exercise control and authority on setting rules, regulations, and hours of service necessary to conform to professional standards as practiced throughout the Defiance Public Library System.
- pay cost of utilities, including but not limited to electricity, gas, telephone, water, sewage, waste removal, heating, and air conditioning.
- shall make no permanent improvements or alterations to the building or site without first obtaining the prior written consent of the Johnson Memorial Library Friends.

The Johnson Memorial Library Friends Obligations:

- keep the building's paved walks and parking areas free of ice and snow.
- make all reasonable and necessary repairs to the building and permanent fixtures, including electrical, heating, water, and sewage lines, ventilating and air conditioning repair and maintenance.
- maintain landscaping and lawn.
- pay all real property tax assessments for the building.

Fire and Extended Insurance Coverage:

At all times the Johnson Memorial Library Friends will maintain insurance covering the building, and the Defiance Public Library will maintain insurance covering the moveable fixtures, equipment, supplies and other contents against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood, or earthquake. Insurance shall be in amounts no less than 100% of replacement cost.

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Property and Personal Injury Liability Insurance:

Both parties will maintain comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse or condition of the premises and adjoining areas, in an amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, or higher.

Indemnification

The Defiance Public Library System will hold the Johnson Memorial Library Friends harmless and indemnify for all negligence on the part of the Defiance Public Library system.

The Johnson Memorial Library Friends will hold the Defiance Public Library System harmless and indemnify for all negligence on the part of the Johnson Memorial Library Friends.

Rules and Laws:

This agreement shall be interpreted by the laws of Ohio. Should a provision be unenforceable, such invalidity shall not affect other provision of the agreement, which shall be construed as if such illegal provision was absent. The Defiance Public Library will observe and comply with reasonable rules and regulations as the Johnson Memorial Library Friends may on written notice prescribe, for the safety, care and cleanliness of the building and the comfort, quiet, and convenience of occupants of the building.

Modification of Terms:

As needs may change, either party may from time to time during the term of this Agreement request changes to be made in the work or services to be performed or conditions of this Agreement. If the parties are unable to agree on the proposed amendment, the original terms of this Agreement shall remain in effect. Any amendments must be in writing and signed by each.

Term:

This Agreement commences upon signature by both parties and ends midnight December 31, 2070, or either party may terminate this agreement by giving at least 90 days advance written notice to the other party for any reason. Notice shall be deemed effective on the date received by the other party. The Agreement shall automatically renew for a ten-year term unless either party gives the other six months prior notice of non-renewal.

Final Agreement:

This Agreement terminates and supersedes all prior understandings or agreements.