

# VALLEY LIBRARY CONSORTIUM

Administrative Council Meeting PACKET

**10:00am**

Wednesday, May 16, 2012  
VLC HQ or Via Conference Call

## Items Attached:

- A. Agenda, p.2
- B. Administrative Council Minutes, April 18, 2012, p.3 – 4
- C. Executive Director's Report, p.5 – 7
- D. FY 2011/12 Financial Reports, p.8 – 13
- E. Strategic Plan Dashboard, p. 14
- F. Meeting Schedule (Administrative Council & Board), p.15
- G. Board Agenda, May 16, 2012, p.16
- H. Board Minutes, April 18, 2012, p.17
- I. Membership Capacity Weighted Criteria Proposal (SP 2.3.1), p.18 – 19
- J. Proposed Bylaw Changes Document (SP 1.2), p.20 – 34
- K. Nominating Committee Candidates, p. 35
- L. Database Recommendations, p.36

VALLEY LIBRARY CONSORTIUM  
Administrative Council Meeting  
**10:00am**  
Wednesday, May 16, 2012  
VLC HQ or Via Conference Call

**AGENDA**

**Additions to the Agenda:**

**Consent Agenda:**

1. Approval of the minutes from the April 18, 2012 meeting (p. 3 – 4)
2. Executive Director's Report (p. 5 – 7)
3. Financial Reports (p. 8 – 13)

**Old Business:**

1. Membership Capacity Weighted Criteria Proposal (SP 2.3.1) (p.18 – 19)

**New Business:**

1. VLC Bylaw Changes Discussion (SP 2.2) (p.20 – 34)
2. Nominating Committee Report/Candidates (p. 35)
3. Database Recommendations (p. 36)

**Strategic Plan -- Measuring Success:**

1. Review Strategic Plan Dashboard (p. 14)

**Tech Sharing:**

**Announcements:**

News or Events from Member Libraries

Next Scheduled Meeting: June 20, 2012

**VALLEY LIBRARY CONSORTIUM**  
**Minutes of the Administrative Council**  
April 18, 2012 10:00 a.m.

Council Members Present: Tom Birch-Bay County; Josh Schu-Community District; Melissa Barnard-Grace A. Dow; Stephanie Mallak Olson-Iosco; Melissa Malcolm-Lapeer; Judy Eastland-MMI; Jeanette Bach-Pigeon; Trish Burns-PLOS; Erin Schmandt-River Rapids; Nannette Pretzer-St. Charles; Bryon Sitler-White Pine.

Council Members Attending Remotely: Marcia Dievendorf-Caro; Tracy Harnish-Ruth Hughes; Emily Clark-West Branch.

Council Members Not Present: Kay Hurd-Almont; Colleen Montalbano-Bay City Schools; Rosemary Rice-Gutierrez-Bridgeport; Jack Wood-Delta; Desta Ureel-Dryden; Bruce Guy-Gladwin; Sheila Bissonnette-Harrison; Jessica Moore-Marlette; Cory Goethe-MCC; Alice Parsons-Northwood; Kelli Lovaz-North Branch.

Others Attending: Lee Martin-VLC; Kay Dunker-VLC.

Erin Schmandt called the meeting to order at 10:02 a.m.

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

### **Consent Agenda**

J. Bach moved to approve the Consent Agenda. J. Schu seconded. Motion carried.

### **Old Business**

1. Individualized Training Programs Necessity Decision (SP 1.1)

This issue was tabled.

2. Social Library (Facebook) Evaluation Participation

There will be a \$250 charge for the evaluation. L. Martin asked who would be interested in participating in the evaluation. Several libraries are interested.

### **New Business**

1. Membership Capacity Weighted Criteria Discussion

T. Birch presented the document (p. 16-17).

Several changes were discussed.

1. Under the evaluation process: the Executive director will bring a recommendation to the Administrative Council for every application.
2. Under Hard Criteria #4: a library doesn't need to participate in ILL, but they wish to borrow, they need to loan
3. Under Hard Criteria #3: if a library wishes to participate in ILL, they must participate in the delivery service currently used by members
4. Rename "Soft criteria" to "Other Considerations"
5. Remove Soft criteria #2

The updated document will be discussed at the next meeting.

2. Next Generation ILS Article Discussion

M. Barnard suggested that this article be included in the board packet. It gives a good overview of the ILS marketplace. There was some discussion of the article.

### **Strategic Plan – Measuring Success**

1. B. Sitler reported that the committee has been analyzed the results of the survey and will soon be presenting a final draft which can be discussed at the next meeting.

### **Tech Sharing**

J. Schu mentioned that Asus will be releasing a new tablet in July.

L. Martin said that Apple is releasing the iPhone 5 in May and is also looking at a mini iPad.

### **Announcements**

J. Schu has accepted the position of Head of Adult Services at the Farmington Community Library.

M. Barnard announced that May 9 will be the opening of the Early Learning Activity Center, which is entirely grant funded.

J. Bach said that their reading with therapy dogs program is going extremely well.

E. Schmandt announced that they have a coin funnel to rent if anyone is interested.

Next scheduled meeting is May 16, 2012 at 10:00 a.m.

Meeting was adjourned as adjourned at 11:11 a.m.

Minutes prepared by Kay Dunker.

## **Executive Director's Report, May 16, 2012**

### **Horizon System Outage – 05/02/12**

System alerts indicated that the Horizon system became unresponsive at approximately 5am, Wednesday, May 2. Upon Jon's arrival at the VLC, he found the system powered on, but the monitor was blank and it did not respond to keyboard or mouse input.

He contacted SirsiDynix support and under their guidance, restarted the system from the power button and worked with to begin evaluating the system. Jo contacted member libraries by phone to report that Horizon was unavailable, that the VLC was working with SirsiDynix to correct it, and to suggest using PC reliance for checkout.

SirsiDynix worked with Dell support through most of the morning investigating the system. While they could not determine the specific cause of the problem, they loaded several recent firmware updates.

SirsiDynix then ran diagnostics against the Sybase database to verify the integrity of the data before making the system available. At approximately 1pm, SirsiDynix reported that we could let users begin using the system. Jo contacted member libraries to report that Horizon was available and to gather a list of sites that had PC Reliance data to load. Jon contacted those sites and worked with member staff to load their data.

Some member sites experienced locks in the afternoon due to some of the database diagnostics that were still running. I contacted SirsiDynix and they corrected the issue.

We continue to monitor the Horizon system closely and it has remained stable since Wednesday.

### **Lee Martin COSUGI Conference Report**

Last year, as I left the COSUGI conference I came away with feeling that the Valley Library Consortium was in a relationship with a software vendor (SirsiDynix) that had no clue what it was doing and that they were quickly being passed by as their competition was developing intriguing and advanced products. Last year, I told them that I had no confidence in them actually delivering on what they were proposing and that their focus was entirely misdirected. I thought to myself that it would only be a matter of time until we were looking and working with another software vendor. This year, I can honestly say that I feel they listened to what we had to say and that they have totally changed direction in what I believe has the potential to bring their user community some forward thinking and progressive tools. Last year the tone was very volatile from the user community towards SirsiDynix. This year it was quite the opposite. I believe that the user community came away from the conference feeling much better about the future of SirsiDynix's vision and products. Obviously, time will tell.

My role as the RUG/SIG liaison and my membership on the COSUGI board allow me access to a Summit meeting with the majority of the executive team from SirsiDynix. We had the opportunity to ask very pointed questions. I took this opportunity to voice the concerns of the VLC membership. I felt much better about things after listening to their answers even if they were not exactly what I wanted to hear. At least now I have a better understanding as to why they do things the way they do. I had the opportunity to speak with several SirsiDynix and executives in other and more intimate sessions. In fact, a couple of them sought me out. As I stated before, I really think they get it. As I told them at the time, now comes the hard part. Delivering!

They demoed an early prototype of a new web-based client during the opening session. The first release (with Symphony 3.5) will only include the cataloging module, with the intent of replacing the client install immediately. We were promised that a Horizon compatible version would be ported over quickly thereafter. The demo was impressive and the attendees seemed to be very impressed. After

cataloging, the next module will be circulation, followed by acquisitions and serials. This is the same model that Innovative Interfaces is using to implement their new ILS product, Sierra.

Another product that was introduced and demoed at the opening session was eResource Central. A new for-pay module/add-on for including e-resources (e-books, e-audiobooks, e-videos for now; e-journals perhaps in a future release) in the catalog, with one-click download from the hitlist, availability status on the hitlist, eReader-agnostic interface, DRM-agnostic interface, centralized sign-on for all e-resources, integrated \*options\* for Buy-copy and/or Donate-to-library buttons, and more. If they deliver on this product it could be a game changer in the ILS market space.

Attendance was down about 15% for this year's conference. It seems that the viability of the COSUGI annual conference continuing into the future is a breaking point. Apparently, this is at least the second year in a row of dramatic decline in attendance. I will propose some alternatives over the next couple of months with regards to future participation in COSUGI and other tech and library centric conferences.

Next year the conference will be held in Salt Lake City, UT, March 13th – 16th.

### **Kay Dunker COSUGI Conference Report**

I attended a pre-conference on RDA (Resource Description and Access), the new standard being adopted by the Library of Congress and the other national libraries in 2013. One of the presenters has already implemented RDA and could give real life experience information, not just theory.

As a COSUGI Board member, I attended the Board Summit meeting the night before the conference. At this meeting the COSUGI Board meets with the SirsiDynix Executive Committee. There was much discussion about the Strategic Partnership Program, which allows customers to have input into how developing products are developed. I hope to participate in this program on the products that we do and may use.

The opening session included a demonstration of the new cataloging web client being developed for both Symphony and Horizon. SirsiDynix is also developing a web client for circulation, acquisitions, and serials. There was also a demonstration of eResource Central, a new product designed to integrate all of the library's resources (including electronic resources) into one search interface. Horizon 7.5.2 is due out in the fourth quarter of 2012.

On the first day I attended two sessions. The first was the Horizon Circulation Sharing Session, where circulation people discuss issues with Horizon Circulation. The second was a session on using advanced techniques in SQL, the language I use to write reports.

I started the second day by attending a session on virtualization. The possibilities with virtualization are incredible. I then attended a session on writing a mobile app, which was fascinating, but very complicated.

In the third session of the day, I attended a program on the enhancement forums given by SirsiDynix. Horizon is not dead. The enhancement forums give us a way of suggesting and voting on enhancements to the software. Now when member staff member makes a suggestion for improving Horizon, it can be entered into the enhancement forums. In the presentation, SirsiDynix listed five enhancements for 7.5.2, the next release: all of those enhancements originated from the VLC.

For the fourth session of the day, I gave presentation on the Day End processes that run every night in Horizon. I co-presented with a SirsiDynix support person. The last session of the day was the Horizon System Administration Sharing Session. Besides discussing Horizon system administration, I encouraged the Horizon libraries to become active in the enhancement process and to also consider running for a Board position. I found out later that evening that I may be the only Horizon library on the COSUGI Board for 2012/13, depending on the results of an upcoming special election.

I started the third day of the conference in a presentation from a SirsiDynix employee on marketing the library using the SirsiDynix's product. There was a lot of discussion from the libraries present on how they market their libraries, including using Facebook ads. SirsiDynix is creating promotional kits for their social media products that should help libraries market their libraries with those products. These should be available sometime this summer.

I gave my second presentation in the next time slot. I presented on the process we use to export our data for Melcat. Other libraries are joining projects like Melcat and found the information helpful.

I then attended the Sharing Session for HIP (Horizon Information Portal). Some of the discussion centered on what libraries were using instead of HIP. The last presentation I attended was on authority control and how to automate the loads of the records from the authority control. I think we should look at possibly outsourcing authority control and this process could help us, if we make that move.

The closing session was a Question and Answer for the SirsiDynix staff. Like last year, the message was that Horizon the company is going to continue to support Horizon.

**VALLEY LIBRARY CONSORTIUM**  
**Budget vs. Actual - Expenses**

Through April 2012

		Jul '11 - Jun 12	Budget	\$ Over Budget	% of Budget
Expense					
	5105 · Salaries and wages	179,724.01	207,195.00	(27,470.99)	86.74%
	5300 · Benefits	52,647.49	64,992.00	(12,344.51)	81.01%
	5449 · Merit Fees	7,230.04	7,300.00	(69.96)	99.04%
	5450 · MLC charges	2,237.53	2,400.00	(162.47)	93.23%
	5464 · Employee - Training	7,196.57	10,000.00	(2,803.43)	71.97%
	5465 · Employee Travel	719.50	2,500.00	(1,780.50)	28.78%
	5470 · Telephone Service	1,695.65	4,680.00	(2,984.35)	36.23%
	5474 · Postage	148.28	500.00	(351.72)	29.66%
	5499 · Misc. Supplies	3,906.47	4,500.00	(593.53)	86.81%
	5615 · Insurance - Other	6,069.70	7,000.00	(930.30)	86.71%
	5661 · Maintenance - System	60,716.28	61,000.00	(283.72)	99.54%
	5662 · Maintenance - Other	5,250.11	5,000.00	250.11	105.0%
	5664 · Membership Dues	275.00	275.00	0.00	100.0%
	5666 · Professional Fees	2,405.00	4,000.00	(1,595.00)	60.13%
	5670 · Interest Expense - Mortgage Pmt	27,545.33	30,000.00	(2,454.67)	91.82%
	5679 · Utilities	18,257.40	20,000.00	(1,742.60)	91.29%
	5701 · Equipment	2,989.75	3,000.00	(10.25)	99.66%
	5740 · Building Maint. - VLC	14,608.92	16,000.00	(1,391.08)	91.31%
	9999 · Miscellaneous	2,457.29	3,000.00	(542.71)	81.91%
	<b>Total Expense</b>	<b>396,080.32</b>	<b>453,342.00</b>	<b>(57,261.68)</b>	<b>87.37%</b>

VALLEY LIBRARY CONSORTIUM

Fund Balances

As of April 30, 2012

				Apr 30, 12	Mar 31, 12
ASSETS					
Current Assets					
Checking/Savings					
		1005 · Operating Funds	139,767.83	134,075.16	
		1105 · Capital Funds	103,019.41	100,097.58	
		1205 · I/R Funds	529,545.48	529,405.58	
		1301 · Building Maint. - Wildfire	31,677.89	31,668.80	
		Total Checking/Savings	804,010.61	795,247.12	
Accounts Receivable					
		1500 · Accounts Recievable	2,947.80	71,011.73	
		Total Accounts Receivable	2,947.80	71,011.73	
		Total Current Assets	806,958.41	866,258.85	
TOTAL ASSETS				806,958.41	866,258.85

VALLEY LIBRARY CONSORTIUM

Operating Funds Activity

As of April 30, 2012

	Type	Date	Num	Name	Memo	Amount	Balance
1005 - Operating Funds							134,075.16
Total 1001 - Cash - Oper MM - 22152						5,990.87	140,065.46
1000 - Cash - Operating BC -6569							0.57
	Liability Check	04/11/2012	EFTPS	1st State Bank	Federal Payroll Taxes	(1,992.99)	(1,992.42)
	Liability Check	04/11/2012	7087	Saginaw City Treasurer	City Payroll Taxes	(386.19)	(2,378.61)
	Liability Check	04/11/2012	7088	State Of Michigan - withholding	State Payroll Taxes	(942.36)	(3,320.97)
	Check	04/11/2012	7089	TIAA-CREF	Staff Retirement	(822.31)	(4,143.28)
	Check	04/11/2012	7090	Strzynski Lawn Care	Lawn Service	(150.00)	(4,293.28)
	Check	04/11/2012	7091	Treasurer, City of Saginaw	Water/Sewer Bill	(308.13)	(4,601.41)
	Check	04/11/2012	7092	Verizon Wireless	Wireless Bill	(237.07)	(4,838.48)
	Check	04/11/2012	7093	Consumers Energy	Gas/Electric Bill	(1,023.37)	(5,861.85)
	Check	04/11/2012	7094	New Horizons	Staff Training	(2,997.50)	(8,859.35)
	Check	04/11/2012	7095	1st State Bank	Mortgage	(2,495.03)	(11,354.38)
	Check	04/11/2012	7096	ReadyTalk	Remote Conferencing Bill	(80.25)	(11,434.63)
	Check	04/11/2012	7097	American Maintenance & Cleaning	Cleaning Service	(555.00)	(11,989.63)
	Check	04/11/2012	7098	Bette Jo Abbenante	Coffee	(8.98)	(11,998.61)
	Check	04/11/2012	7099	Kay M Dunker	ILL Meeting Food	(13.05)	(12,011.66)
	Transfer	04/11/2012			Funds Transfer	18,186.81	6,175.15
	Direct Deposit	04/13/2012	DD	1st State Bank	Staff Salaries	(6,074.78)	
	Liability Check	04/13/2012	7086	1st State Bank	J.E. HAS Payment	(100.00)	0.37
	Liability Check	04/25/2012	EFTPS	1st State Bank	Federal Payroll Taxes	(2,021.34)	(2,020.97)
	Check	04/25/2012	7100	Cavalier Telephone	Phone Service	(304.34)	(2,325.31)
	Check	04/25/2012	7101	SirsiDynix	2nd Maintenance Payment	(29,515.47)	(31,840.78)
	Check	04/25/2012	7102	Gadaletto, Ramsby & Associates	Staff Life Insurance	(304.63)	(32,145.41)
	Check	04/25/2012	7103	Jonathan M Enge	Imlay City & Beaverton Visits	(135.42)	(32,280.83)
	Check	04/25/2012	7104	TIAA-CREF	Staff Retirement	(822.31)	(33,103.14)
	Check	04/25/2012	7105	Randall L Martin	Library Visit - Imlay City	(82.14)	(33,185.28)
	Transfer	04/25/2012			Funds Transfer	39,334.65	6,149.37
	Liability Check	04/26/2012	7106	1st State Bank	J.E. HAS Payment	(100.00)	6,049.37
	Transfer	04/26/2012			Funds Transfer	100.00	6,149.37
	Direct Deposit	04/26/2012	DD	1st State bank	Staff Salaries	(6,149.00)	
	Check	04/30/2012	7120	Synergy Landmark	Snow Removal	(298.00)	(297.63)
Total 1000 - Cash - Operating BC -6569						(12,521.98)	(297.63)
Total 1005 - Operating Funds						(6,531.11)	139,767.83

**VALLEY LIBRARY CONSORTIUM**

**Capital Account Activity**

As of April 30, 2012

	Type	Date	Num	Name	Memo	Split	Amount	Balance
1105 · Capital Funds								100,097.58
1100 · Cash-Capital - MM 6577								100,097.53
	Payment	04/03/2012	20641	Iosco-Arenac District Library	Barcode Order	1500 · Accounts Recievable	345.45	100,442.98
	Payment	04/03/2012	12003	St. Charles District Library	4Q Telecommunication Fees	1500 · Accounts Recievable	496.00	100,938.98
	Payment	04/03/2012	45678	Bay County Library System	Barcode Order	1500 · Accounts Recievable	755.48	101,694.46
	Payment	04/03/2012	45678	Bay County Library System	4Q Telecommunication Fees	1500 · Accounts Recievable	2,018.00	103,712.46
	Payment	04/16/2012	11419	River Rapids District Library	4Q Telecom Fees	1500 · Accounts Recievable	780.00	104,492.46
	Payment	04/24/2012	286425	Bay City Schools	Barcodes	1500 · Accounts Recievable	1,607.00	106,099.46
	Transfer	04/25/2012			Funds Transfer	1101 · Cash - Capital BC 6585	(3,088.84)	103,010.62
	Deposit	04/30/2012			Interest	4400 · Interest Income	8.75	103,019.37
Total 1100 · Cash-Capital - MM 6577							2,921.84	103,019.37
1101 · Cash - Capital BC 6585								0.05
	Check	04/25/2012	5336	Trivalent Group	Invoice # CS08587	6700 · Capital Expenses	(2,215.00)	(2,214.95)
	Check	04/25/2012	5337	Paetec	Acct# 9056427	6700 · Capital Expenses	(873.89)	(3,088.84)
	Transfer	04/25/2012			Funds Transfer	1100 · Cash-Capital - MM 6577	3,088.84	0.00
	Deposit	04/30/2012			Interest	4400 · Interest Income	0.04	0.04
Total 1101 · Cash - Capital BC 6585							(0.01)	0.04
Total 1105 · Capital Funds							2,921.83	103,019.41

**VALLEY LIBRARY CONSORTIUM**

**Building Maintenance Account Activity**

As of April 30, 2012

	Type	Date	Num	Name	Memo	Split	Amount	Balance
1301 · Building Maint. - Wildfire								31,668.80
	Deposit	04/30/2012			Interest	4400 · Interest Income	9.09	31,677.89
Total 1301 · Building Maint. - Wildfire							9.09	31,677.89

# VLC 2011-12 Projected Income

Updated: 4/24/12

Library Name	# Seats	Quarterly Seat Fees	Quarterly Record Fees	Total Quarterly Fees	Annual Membership Fees	Quarterly Telecom Fees	Total Telecom Fees	Quarterly Record and Telecom Fees	Total Record and Telecom Fees	Total Operating Revenue	Total Operating YTD Paid	Total Operating YTD Due	Library Name
Almont	5	\$262	\$1,213	\$1,475	\$2,000	\$0	\$0	\$1,475	\$5,900	\$7,900	\$7,900	\$0	Almont
Bay County	59	\$3,086	\$16,827	\$19,913	\$2,000	\$2,018	\$8,072	\$21,931	\$87,724	\$89,724	\$89,724	\$0	Bay County
Bay Schools	8	\$418	\$1,283	\$1,701	\$2,000	\$0	\$0	\$1,701	\$6,804	\$8,804	\$8,804	\$0	Bay Schools
Bridgeport	3	\$157	\$1,318	\$1,475	\$2,000	\$305	\$1,220	\$1,780	\$7,120	\$9,120	\$9,120	\$0	Bridgeport
Caro	10	\$523	\$2,562	\$3,085	\$2,000	\$0	\$0	\$3,085	\$12,340	\$14,340	\$14,340	\$0	Caro
Chesaning	4	\$209	\$897	\$1,106	\$2,000	\$780	\$3,120	\$1,886	\$7,544	\$9,544	\$9,544	\$0	Chesaning
Community	13	\$680	\$2,351	\$3,031	\$2,000	\$0	\$0	\$3,031	\$12,124	\$14,124	\$14,124	\$0	Community
Delta	13	\$680	\$1,261	\$1,941	\$2,000	\$0	\$0	\$1,941	\$7,764	\$9,764	\$9,764	\$0	Delta
Dryden	5	\$262	\$774	\$1,036	\$2,000	\$0	\$0	\$1,036	\$4,144	\$6,144	\$6,144	\$0	Dryden
Gladwin	8	\$418	\$3,038	\$3,456	\$2,000	\$0	\$0	\$3,456	\$13,824	\$15,824	\$15,824	\$0	Gladwin
Harrison	3	\$157	\$926	\$1,083	\$2,000	\$0	\$0	\$1,083	\$4,332	\$6,332	\$5,249	\$1,083	Harrison
Imlay City	7	\$366	\$2,106	\$2,472	\$2,000	\$0	\$0	\$2,472	\$9,888	\$11,888	\$11,888	\$0	Imlay City
Iosco-Arenac	18	\$942	\$3,458	\$4,400	\$2,000	\$0	\$0	\$4,400	\$17,600	\$19,600	\$19,600	\$0	Iosco-Arenac
Lapeer	26	\$1,360	\$4,767	\$6,127	\$2,000	\$0	\$0	\$6,127	\$24,508	\$26,508	\$26,508	\$0	Lapeer
Marlette	2	\$105	\$683	\$788	\$2,000	\$0	\$0	\$788	\$3,152	\$5,152	\$5,152	\$0	Marlette
MMCC	3	\$157	\$459	\$616	\$2,000	\$0	\$0	\$616	\$2,464	\$4,464	\$4,464	\$0	MMCC
MMI	1	\$52	\$63	\$115	\$2,000	\$0	\$0	\$115	\$460	\$2,460	\$2,460	\$0	MMI
Midland	38	\$1,988	\$14,965	\$16,953	\$2,000	\$0	\$0	\$16,953	\$67,812	\$69,812	\$69,812	\$0	Midland
North Branch	4	\$209	\$1,656	\$1,865	\$2,000	\$0	\$0	\$1,865	\$7,460	\$9,460	\$7,595	\$1,865	North Branch
Northwood	6	\$314	\$964	\$1,278	\$2,000	\$0	\$0	\$1,278	\$5,112	\$7,112	\$7,112	\$0	Northwood
Pigeon	5	\$262	\$1,150	\$1,412	\$2,000	\$0	\$0	\$1,412	\$5,648	\$7,648	\$7,648	\$0	Pigeon
St. Charles	4	\$209	\$1,097	\$1,306	\$2,000	\$496	\$1,984	\$1,802	\$7,208	\$9,208	\$9,208	\$0	St. Charles
Saginaw	74	\$3,923	\$13,081	\$17,004	\$2,000	\$0	\$0	\$17,004	\$68,016	\$70,016	\$70,016	\$0	Saginaw
West Branch	4	\$209	\$1,317	\$1,526	\$2,000	\$0	\$0	\$1,526	\$6,104	\$8,104	\$8,104	\$0	West Branch
White Pine	1	\$52	\$0	\$52	\$2,000	\$0	\$0	\$52	\$208	\$2,208	\$2,208	\$0	White Pine
<b>TOTAL</b>										<b>\$445,259</b>		<b>\$2,947</b>	
											<b>\$442,312</b>		

## VLC Equipment I/R FUND

Library Name	I/R Contribution	I/R YTD Paid	I/R YTD Due	Library Name
Almont	\$0	\$0	\$0	Almont
Bay County	\$0	\$0	\$0	Bay County
Bay Schools	\$0	\$0	\$0	Bay Schools
Bridgeport	\$0	\$0	\$0	Bridgeport
Caro	\$0	\$0	\$0	Caro
Chesaning	\$0	\$0	\$0	Chesaning
Community Dist.	\$0	\$0	\$0	Community Dist.
Delta	\$0	\$0	\$0	Delta
Dryden	\$0	\$0	\$0	Dryden
Gladwin Co.	\$0	\$0	\$0	Gladwin Co.
Harrison	\$0	\$0	\$0	Harrison
Imlay City	\$0	\$0	\$0	Imlay City
Iosco-Arenac	\$0	\$0	\$0	Iosco-Arenac
Lapeer	\$0	\$0	\$0	Lapeer
Marlette	\$0	\$0	\$0	Marlette
MMCC	\$0	\$0	\$0	MMCC
MMI	\$0	\$0	\$0	MMI
Midland	\$0	\$0	\$0	Midland
North Branch	\$0	\$0	\$0	North Branch
Northwood	\$0	\$0	\$0	Northwood
	\$0	\$0	\$0	
Pigeon	\$0	\$0	\$0	Pigeon
St. Charles	\$0	\$0	\$0	St. Charles
Saginaw	\$0	\$0	\$0	Saginaw
West Branch	\$0	\$0	\$0	West Branch
White Pine	\$0	\$0	\$0	White Pine

\$0.00

## VALLEY LIBRARY CONSORTIUM Strategic Plan Dashboard (2011 -2015)

ILS		Operating	
<b>1.1 Create a process for individualized training programs that meet the needs of the membership by 2Q13. Stephanie</b>		<b>2.1 Each member library will be visited by VLC staff to understand how each library operates by YE15. Lee</b>	
1.1.1 Have annual survey in place for members on individualized ILS training needs by 3Q11.		2.1.1 A representative of VLC staff will visit 21 library locations by 4Q12.	
1.1.2 Work with 2.1 operations team to identify additional training needs of support staff by 2Q12.			
1.1.3 Determine whether to reallocate current staff responsibilities or hire/contract a trainer by 3Q12.		<b>2.2 A revision of the VLC governing and committee structure, including roles and responsibilities, will be implemented by 1Q13. Bryon</b>	
1.1.4 Present a curriculum or plan for individualized training for one library by 3Q12.		2.2.1 Review board structure by 1Q12.	
1.1.5 Evaluate results of first individualized training by 4Q12.		2.2.2 Review administrative council structure by 1Q12.	
		2.2.3 Recommend changes to Lee by 2Q12.	
<b>1.2. VLC will have a next generation ILS system for members by 2Q14. Melissa</b>			
1.2.1 Conduct membership survey on current ILS system and collate survey results by 4Q12.		<b>2.3 VLC will complete a feasibility study of membership capacity for a viable consortium by 1Q13. Tom</b>	
1.2.2 VLC staff will organize survey results to identify desired features by 1Q13.		2.3.1 Develop weighted criteria for new VLC membership by 1Q12.	
1.2.3 Identify existing ILS systems that address our needs by 1Q13.		2.3.2 Administrative council approves weighted criteria by 2Q12.	
<b>1.3 Determine whether we need database standards and if so, the purpose of the standards by 1Q13. Saginaw (Breakthrough Objective)</b>			
1.3.1 Evaluate other library systems and consortiums to determine how they are addressing their database standards by 4Q11.			
1.3.2 Survey membership by 4Q11 to determine level of satisfaction with VLC database standards.		Not started, but should be completed by the planned end date.	
1.3.3 Survey membership by 4Q11 to determine level of search results satisfaction with database.		Milestone should be completed by the planned end date.	
1.3.4 Review standards and make prioritized changes based on member comments by 1Q13.		Some risk of the milestone not completing by the planned end date.	
		Serious risk of the milestone not completing by the planned end date.	
<b>1.4 Membership will determine feasibility of centralized cataloguing by 4Q13. Erin</b>			
1.4.1 Marcia & Erin will survey membership on interest in centralized cataloguing by 3Q11.			
1.4.2 They will report results of survey to Lee by October 2011.			
1.4.3 Lee will look at the financial implications of centralized cataloguing and provide recommendation to the administrative council by December 2011.			
<b>1.5 Be on cutting edge of evolving interactive technology for ILS for 4Q14. Josh</b>			
1.5.1 VLC will provide the option to handle all centralized electronic patron notifications (i.e. text messages) by 2Q12.			
1.5.2 Social media - VLC integration that is user rated by 2Q12.			
1.5.3 Research/produce and/or support mobile apps to increase patron and/or staff functionality by 4Q12.			
1.5.4 VLC staff and/or members continually review at each meeting new library ideas for technology (ongoing) by 6/1/11.			

Updated: 05.08.2012

VALLEY LIBRARY CONSORTIUM  
Administrative Council and Board Meetings

## Meeting Schedule

2011/12

July	No Meeting	No Meeting
August 17	10:00am (regular)	11:00am (Board)
September 21	10:00am (regular)	11:00am (Board)
October 19	10:00am (regular)	11:00am (Board)
November 16	10:00am (regular)	11:00am (Board)
December 21	10:00am (regular)	11:00am (Board)
January 18	10:00am (regular)	11:00am (Board)
February 15	10:00am (regular)	11:00am (Board)
March 21	10:00am (regular)	11:00am (Board)
April 18	10:00am (regular)	11:00am (Board)
May 16	10:00am (regular)	11:00am (Board)
June 20	10:00am (regular)	11:00am (Board)

# VALLEY LIBRARY CONSORTIUM

BOARD Meeting

**11:00 am**

Wednesday, May 16, 2012  
VLC HQ/Via Conference Call

## **AGENDA**

### **Additions to the Agenda**

#### **Old Business:**

1. Approval of the Minutes from April 18, 2012(p.15)

#### **New Business:**

1. Recommendations from Administrative Council

#### **Announcements:**

**Valley Library Consortium**  
**Minutes of the Board of Trustees Meeting**  
April 18, 2012

**Members Present:** Tom Birch (Bay County Library System); Josh Schu (Community District Library); Melissa Barnard (Grace A. Dow Memorial Library); Stephanie Mallak Olson (Iosco-Arenac District Library); Melissa Malcolm (Lapeer District Library); Judy Eastland (Michigan Molecular Institute); Trish Burns (Public Libraries of Saginaw).

**Others attending:** Lee Martin (Valley Library Consortium); Kay Dunker (Valley Library Consortium)

President M. Barnard called the meeting to order at 11:17 a.m.

M. Barnard asked if there were any additions to the agenda. There were none.

**Old Business:**

1. T.Burns moved to approve the minutes from March 21, 2012 meeting. J. Schu seconded. Motion passed.

**New Business:**

1. Nominating Committee Report

J. Eastland report on the committee's progress

1. Jack Wood has agreed to fill the remainder of J. Schu's position as Board Member at Large.
2. Erin Schmandt has agreed to fill the remainder of J. Schu's position as Chair Elect of the Administrative Council.
3. Rosemary Rice-Gutierrez will be nominated as Chair Elect of the Administrative Council for fiscal year 2012/13.
4. The committee is still looking for someone to nominate for the other Board Member at Large position.

M. Barnard reported on the slate of officers for the Board

1. President: Tom Birch
2. Vice President: Melissa Barnard
3. Secretary/Treasurer: Trish Burns

**Announcements**

Meeting adjourned at 11:23 a.m.

Next scheduled meeting is May 16, 2011.

Submitted by Trish Burns, Secretary/Treasurer

VLC MEMBERSHIP CAPACITY  
STRATEGIC PLAN OBJECTIVE 2.3

Consideration of adding a new member(s) requires an answer to a fundamental question: Will it require additional VLC staffing (i.e. increase costs to current members)? If the answer is yes, then the expected additional cost will need to be determined and presented to current membership as a part of any recommendation to add new members.

Evaluation Procedure:

The Executive Director shall act as the evaluator of all libraries that express an interest in VLC membership. The Admin Council/Board will provide the Executive Director with a checklist of criteria (see below), some hard, some soft, for evaluation. When the Executive Director determines that an interested library sufficiently meets the criteria for new membership he/she shall bring the matter as a recommendation to the Admin Council/Board for formal acceptance or rejection. The Executive Director shall have the authority to reject any and all unqualified applicants, but shall keep the Admin Council/Board advised of such rejections.

Hard Criteria:

- (1) Ability to pay - must provide detailed financial information, including current budget, current balance sheet, and funding sources.
- (2) Participation – must agree to participate in Admin Council meetings, committee work, strategic planning, etc.
- (3) Delivery service – must agree to participate in delivery service currently used by membership.
- (4) Interlibrary loan – must agree to participate in VLC ILL system.
- (5) Start-Up fee – must agree to pay start-up fee. Amount to be determined by Executive Director on a case-by-case basis (currently set at \$5,000).
- (6) As stipulated in the current “Member Library Agreement,” dated March 1, 2008 (see Administrative Council Handbook):
  - a. Must agree to execute a “Member Library Agreement – Execution Instrument.”
  - b. Must agree to abide by the provisions of VLC’s governing documents, including its Articles of Incorporation, By-Laws, Bibliographic Standards and Procedures Manual, Mission Statement, and the Member Library Agreement.

- c. Must agree to pay the actual cost of telecommunication equipment, licenses, software, data migration costs, and other central site equipment needed for start-up.
- d. Must agree to initial term of 3 years.

Soft Criteria:

- (1) Geographic proximity?
- (2) Current borrow/loan ratio?
- (3) Current ILS System?
- (4) Current MelCat library?

Note: “Member Library Agreement” will need to be amended according to whatever procedures or requirements are put into place.

The charge from the Strategic Planning process.

2.2 A revision of the VLC governing and committee structure, including roles and responsibilities, will be implemented by 1Q13. Bryon

2.2.1 Review board structure by 1Q12.

2.2.2 Review administrative council structure by 1Q12.

2.2.3 Recommend changes to Lee by 2Q12.

## **Introduction**

The purpose of this handbook is to provide members of the Administrative Council with an introduction to the Council, what it is, and how it conducts its business

## **About the Valley Library Consortium**

### **MISSION**

## **Empowering libraries for success**

### **PHILOSOPHICAL CONCEPTS**

- Transparency
- Allow members to make independent choices
- Financial solvency
- Informed and active participation
- Every member's needs are valid

### **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) Review policies and procedures of the Consortium and make recommendations to the Board for any necessary changes in policies and/or procedures.
- (3) Review membership requests and make recommendations to the Board for action.

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

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

## MEETING SCHEDULE/AGENDA

“The Bylaws require a minimum of 6 meetings per year. The Administrative Council shall meet at 10 am on the third Wednesday of the months in which a meeting has been called. The Board shall meet immediately following all Administrative Council meetings to consider recommendations from the Administrative Council and to conduct any other business. The Executive Director shall determine when to call meetings of the Administrative Council. The Executive Director is responsible for compiling and transmitting agendas and meeting packets to members of both the Administrative Council and the Board.”

### **Timeline for Essential Business -**

“Nominations for Admin Council & Board officers, representatives, chairs for next fiscal year – recommendations from Nominating Committee presented during **April** meeting”

“Executive Director Evaluation, including goals and objectives for next fiscal year, (includes compensation for Executive Director) – recommendation for approval from Personnel Committee during **April** meeting”

“Budget for next fiscal year – recommendation for approval during **May** meeting” (Comments from recent meetings are: *budget should be finalized much closer to the end of the fiscal year – there is no need to have it completed six or seven months before the new fiscal year starts – only adds inaccuracies to it*). Board will discuss whether or not the timeline should be change regarding personnel / salary decisions.

“Election of Admin Council & Board officers, representatives, chairs - last meeting of fiscal year

## 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.

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

Election of Chair: The Chair-elect of the Council will be elected at the last meeting of the fiscal year.

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 distributed 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; which shall be distributed to the Council members as part of the meeting packet.

Agenda Format: A standard consent agenda format will be followed for all regular meetings. Persons wishing to add to the agenda should contact the Executive Director

## Committees

Committees shall be established as needed. Members of committees are empowered to send recommendations to the Administrative Council. The Administrative Council will make recommendations to the VLC governing Board.

### Database Control Committee

Position: Recommends to the Administrative Council.

Purpose: Responsible for developing, recommending, and establishing policies, priorities, and procedures for building and maintaining the VLC database (from the VLC Bibliographic Database Standards and Procedures Manual, online at [www.vlc.lib.mi.us](http://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, selected by Committee members, is responsible for setting the agenda and conducting the meeting.

Chair-elect, serves as Chair in the absence of the Chair.

Quorum: Seven (7) members with all decisions requiring a majority vote of those present.

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

### Subcommittees (3)

Acquisitions; Cataloging; Interlibrary Loan.

Position: Subcommittees 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: Recommends to 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 appointed by Chair of the Advisory Council.

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

Meeting Time: As needed-

### Executive Director (Ex Officio)

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

Meeting Time: As needed-

### Personnel Committee

Position: Recommends to the Board.

Purpose: To conduct the annual evaluation of the Executive Director.

Membership:

Present Administrative Council Chair

Board President  
Past Board President  
At-large Member

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

Meeting Time: As needed-

#### Procedures: PROCEDURES FOR EVALUATION OF THE VLC EXECUTIVE DIRECTOR

1. The immediate past Chair of the VLC Board shall serve as the Chair of the Personnel Committee, which shall include the Chair of the Administrative Council, the President 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.
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: Recommends to 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 Board members 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.

## BY-LAWS OF THE VALLEY LIBRARY CONSORTIUM BOARD

### ARTICLE I

Section 1. Name. The name of this Consortium shall be the Valley Library Consortium. **Part of the Strategic Plan is to look at this and possibly change it.**

Section 2. Objective. The objective of the Valley Library Consortium is to provide shared automated library services and other cooperative programs as needed or directed 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. No refunds will be given for moneys paid to the Consortium.

## ARTICLE II BOARD MEMBERS

### Section 1. Numbers.

The number of members of the Consortium Board shall be no more than seven (7) selected from an alphabetical listing of the membership. 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.-New members will be added alphabetically. See Appendix A

### Section 2. Composition of the Board.

The Board shall be composed of the highest-ranking official of the member institution, or his/her designee.

### 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 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. The next institution in line shall be contacted. If that institution declines, the next institution shall be contacted and so on. Upon appointment by the member institution, and acceptance by the Board, member is seated.-

### 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 must be able to participate in the discussion either in person, or electronically. Proxy votes 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 at least 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 membership shall constitute a quorum for making decisions.

#### Section 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 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 a successor is 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 in the absence of the President.
- (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, member libraries and vendors.
- (c) To approve the operating budget for the Consortium.
- (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 provide for consistent information and public relations efforts concerning the Valley Library Consortium.

(g) To develop a mechanism for cooperative action in acquiring financial resources in support of the objectives of the Valley Library Consortium.

(h) To employ any individual or entity for the management of the Valley Library Consortium as Executive Director.

## 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 VLC 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. Sub-committees or Task Forces may be created by the Administrative Council. The Administrative Council shall be responsible for the following:

(b) Review and recommend the annual budget to the Board.

(c) Review policies and procedures of the Consortium and make recommendations to the Board for any necessary changes in policies and/or procedures.

(d) Review membership requests and make recommendations to the Board for action.

(e) 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.

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.

## 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 \_\_\_\_\_ 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:

**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.

**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	Lapeer District Library
Bay City Schools	Marlette District Library
Bay County Library System	Michigan Molecular Institute
Bridgeport Public Library	Mid-Michigan Community College Library
Caro Area District Library	North Branch Township Library
Chesaning Public Library	Northwood University Library
Community District Library	Pigeon District Library
Delta College Library	Public Libraries of Saginaw
Dryden Township Library	Ruth Hughes Memorial District Library
Gladwin County Library	St. Charles District Library
Grace A. Dow Memorial Library, City of Midland	West Branch Public Library
Harrison Community Library	White Pine Library Cooperative
Iosco-Arenac District Library	

VLC and each of the above-listed Members will execute an instrument appended to this Agreement titled "Member Library Agreement - Execution Instrument." Execution of such instrument by 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 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. **(Insert new rules once established).** 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.

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 present in person or electronically at the meeting.

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 to other VLC members, 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.** -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.** 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, and such default is not corrected 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, and any costs for items or services purchased for the member that will go unused.

Upon termination, either under paragraph 7 or 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 its 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 \_\_\_\_\_ (date), 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**

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 \_\_\_\_\_, previously executed by and in behalf of Valley Library Consortium, a Michigan non-profit membership corporation.

Executed by and in behalf of Member on\_\_\_\_\_.

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. 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. 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.

15. Members will send a request to the Executive Director for additional seats/ who 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.

16. 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.

## Appendix A

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

## Appendix B

### Strategic Plan

#### ILS

- 1.1 Create a process for individualized training programs that meet the needs of the membership by 2Q13.
  - 1.1.1 Have annual survey in place for members on individualized ILS training needs by 3Q11.
  - 1.1.2 Work with 2.1 operations team to identify additional training needs of support staff by 2Q12.
  - 1.1.3 Determine whether to reallocate current staff responsibilities or hire/contract a trainer by 3Q12.
  - 1.1.4 Present a curriculum or plan for individualized training for one library by 3Q12.
  - 1.1.5 Evaluate results of first individualized training by 4Q12.
- 1.2. VLC will have a next generation ILS system for members by 4Q15.
  - 1.2.1 Conduct membership survey on current ILS system and collate survey results by 2Q12.
  - 1.2.2 VLC staff will organize survey results to identify desired features by 3Q12.
  - 1.2.3 Identify existing ILS systems that address our needs by 4Q12.
- 1.3 Determine whether we need database standards and if so, the purpose of the standards by 1Q13. Saginaw (Breakthrough Objective)
  - 1.3.1 Evaluate other library systems and consortiums to determine how they are addressing their database standards by 4Q11.
  - 1.3.2 Survey membership by 4Q11 to determine level of satisfaction with VLC database standards.
  - 1.3.3 Survey membership by 4Q11 to determine level of search results satisfaction with database.
  - 1.3.4 Review standards and make prioritized changes based on member comments by 1Q13.
- 1.4 Membership will determine feasibility of centralized cataloguing by 4Q13.
  - 1.4.1 Marcia & Erin will survey membership on interest in centralized cataloguing by 3Q11.
  - 1.4.2 They will report results of survey to Lee by October 2011.
  - 1.4.3 Lee will look at the financial implications of centralized cataloguing and provide recommendation to the administrative council by December 2011.
- 1.5 Be on cutting edge of evolving interactive technology for ILS for 4Q14.
  - 1.5.1 VLC will provide the option to handle all centralized electronic patron notifications (i.e. text messages) by 2Q12.
  - 1.5.2 Social media - VLC integration that is user rated by 2Q12.
  - 1.5.3 Research/produce and/or support mobile apps to increase patron and/or staff functionality by 4Q12.
  - 1.5.4 VLC staff and/or members continually review at each meeting new library ideas for

#### Operations

- 2.1 Each member library will be visited by VLC staff to understand how each library operates by YE15.
  - 2.1.1 A representative of VLC staff will visit 21 library locations by 4Q12.
- 2.2 A revision of the VLC governing and committee structure, including roles and responsibilities, will be implemented by 1Q13.
  - 2.2.1 Review board structure by 1Q12.
  - 2.2.2 Review administrative council structure by 1Q12.
  - 2.2.3 Recommend changes to Lee by 2Q12.
- 2.3 VLC will complete a feasibility study of membership capacity for a viable consortium by 1Q13.
  - 2.3.1 Develop weighted criteria for new VLC membership by 1Q12.
  - 2.3.2 Administrative council approves weighted criteria by 2Q12.

## **VLC Nominating Committee Slate of Candidates (2012 - 13)**

### Board:

Tom Birch – President

Melissa Malcolm – Vice President

Trish Burns – Secretary/Treasurer

Jack Wood will finish out Josh Schu's term on the board 2012-13

Nannette Pretzer will serve 2 year term member at large 2012-14

### Administrative Council:

Erin Schmandt will be Administrative Chair to finish out Josh Schu's term 2012-13

Rose Mary Rice-Gutierriz will be Administrative Chair elect 2013-14

## **Database Recommendations**

All VLC libraries must use the consortium provided yellow bands when sending items to other VLC libraries. Libraries with branches can choose to use bands or not use bands within their own system.

### Procedures for Using the Yellow Bands

1. Libraries must use Yellow Bands when shipping items to other VLC libraries.
2. The Yellow Bands must be visible on the outside of the item.
3. Yellow Bands should not cover the barcode.
4. Carefully circle or highlight the location code where the item is going, making sure that only one code is circled. Location codes should not be written anywhere on the Yellow Band for any reason.
5. Put on a new Yellow Band if you have to reuse a code.
6. Any writing should not interfere with codes.
7. Do not tape, staple, or glue the Yellow Bands to items other than your own.