

Board of Trustees of Morley Library

August 21, 2019

A regular meeting of the Board of Trustees of Morley Library was called to order at 4:30 P.M. on August 21, 2019 by Mr. Keener. The following members were present:

Ms. Coffee	Mr. Di Iorio	Mr. Keener	Ms. Lipps	Rev. Mirbel
Ms. Nasca	Mr. Malchesky	Dir. Martinez	Ms. Norman	

The minutes of the June 26, 2019 regular Board Meeting were reviewed. Rev. Mirbel moved that the minutes be approved as submitted, Mr. Di Iorio seconded, and the motion carried unanimously.

Ms. Norman reviewed the June and July Treasurer's Reports. Ms. Nasca moved that the report be accepted, Ms. Coffee seconded, and the motion carried unanimously.

Ms. Norman asked that the Board make the following reallocations within the General Fund 2019 Appropriation: \$1,000 to #2900 Other Supplies from #5510 Furniture & Equipment; \$3,000 to #3120 Training from #4200 Periodicals; \$50 to #4900 Other Library Materials from #4200 Periodicals; \$500 to #4910 Hot Spots from #4200 Periodicals; \$2,000 to #5520 Software from #5510 Furniture & Equipment; and \$250 to #7500 Refunds & Reimbursements from #4200 Periodicals. Rev. Mirbel so moved, Ms. Lipps seconded, and the motion passed unanimously.

Ms. Norman reported that Danielle Grey had been hired as Teen Services Assistant; her primary focus will be the Harvey Hub project. Candidates have been interviewed for the open Children's Services Assistant position and an offer will be extended this week. The postings for the open Systems Administrator and Marketing Coordinator positions are being finalized and should be opened next week.

Director Martinez updated the Board on the strategic planning process. Focus groups took place on August 20 and 21 with the Board, staff, and community representatives. She will set up a special meeting with the Board to discuss results and how they might play into the strategic plan as soon as they are available.

Director Martinez reported that the Library was changing cleaning companies effective August 21 due to declining performance by the incumbent vendor.

Ms. Norman asked that the Board revise the Library's Bereavement Policy to include Grandparents-in-Law in the definition of "immediate family". Mr. Malchesky moved that the change be made, Rev. Mirbel seconded, and the motion carried unanimously.

Mr. Malchesky moved that the following Memorandum of Understanding be accepted:

Resolution 2019-10
Memorandum of Understanding
Between the Painesville City Local School District and Morley Library

The Board of Education of the Painesville City Local School District ("School District"), 58 Jefferson St., Painesville, OH 44077, and the Board of Trustees of Morley Library ("Library"), 184 Phelps St., Painesville, OH 44077, hereby enter agree to provide library service end access during after-school hours at the Harvey High School Library located at 200 W. Walnut Ave., Painesville, OH 44077 ("MOU"). The School District and Library jointly agree to the following terms:

Section 1 — Authority

This MOU is permitted and entered into pursuant to Ohio Revised Code sections 3375.403 and 3375.14 for the provision of school library services to students of Harvey High School during the after-school program known as the Harvey Hub.

Section 2 — Term and Termination

- A. The initial term will be for one year beginning August 15, 2019 through August 15, 2020. Unless terminated in accordance with Section B (below), this MOU will automatically renew after the initial term and will be continuing in nature.
- B. This MOU may be terminated at any time with sixty (60) days written notice to the other party.

Section 3 — School District Rights and Responsibilities

- A. The School District will allow at least one (1) Library employee to assist with the operation of the Harvey Hub during the dates and times agreed to herein.
- B. The School District will provide at least one (1) qualified employee to staff the Harvey Hub simultaneously with the Library employee.
- C. The Harvey Hub shall be operated jointly by the Library and the School District on Mondays —Thursdays, from 2:30 p.m. to 5:30 p.m. during the school year on the premises of the Harvey High School library, excluding all holidays observed by the School District. This schedule shall be subject to change as mutually agreed upon by the parties.
- D. The School District shall ensure that the Harvey High School library is open and accessible to Harvey High School students during the hours the Library is assisting with the operation of the Harvey Hub.
- E. The School District and the Library shall collaborate to determine the programming and use of the Harvey Hub during the hours the Library is assisting with the operation of the Harvey Hub.
- F. The School District shall provide custodial and cleaning services on a mutually agreed upon schedule. The School District will provide convenient communication procedures for contacting the School District custodial staff during the hours the Library is assisting with the operation of the Harvey Hub.
- G. The School District will provide any needed keys or lock access to the Harvey High School library.
- H. The School District shall be responsible for ensuring that the Harvey High School library is properly secured and shall properly close the Harvey High School library at closing time on the days the Library is assisting with the operation of the Harvey Hub.

Section 4 — Library Rights and Responsibilities

- A. The Library will provide at least one (1) qualified employee to staff the Harvey Hub simultaneously with at least one (1) qualified School District employee during the hours agreed to herein.
- B. The Library agrees to the schedule identified in Section 3.C. of this MOU.
- C. The Library and the School District shall collaborate to determine the programming and use of the Harvey Hub during the hours the Library is assisting with the operation of the Harvey Hub.
- D. The School District code of conduct shall be enforced during the hours the Library is assisting with the operation of the Harvey Hub.
- E. The Library will adhere to agreed-upon departure times so that School District staff can secure the Harvey High School library at closing.
- F. The Library is only liable for loss or damage to property in the Harvey High School Library occurring as a result of the intentional conduct of the Library while the Library is assisting with the operation of the Harvey Hub.
- G. The Library has full authority and oversight regarding any and all Library staff who assist in the operation of the Harvey Hub. Such persons shall at all times be considered an employee only of the Library.

Section 5 — Additional Provisions

- A. The School District and Library are independent entities and no partnership, joint venture, employer/employee, or other relationship has been formed by virtue of this MOU.
- B. This MOU constitutes the entire agreement between the parties, and terminates all prior agreements, written or oral, between the parties regarding the responsibilities set forth herein. Any amendment to this MOU shall be in writing and signed by both parties.
- C. If any provision of this MOU is deemed unenforceable in whole or part, the remaining provisions and partially enforceable provisions, to the extent enforceable, shall be binding.
- D. A party giving notice as provided for this MOU shall send such notice by United States Postal Service, certified mail, return receipt requested, to the address of the other party which is set forth immediately before Section 1, or to such other address as the party designates in writing. Notice is considered to be given upon return of the requested receipt, or three days after such notice is sent by the U.S. Postal Service in the event the receipt is not returned.

Rev. Mirbel seconded and the resolution carried unanimously.

. At 5:20 P.M. Mr. Malchesky moved that the Board enter into executive session for the purpose of discussing personnel. Ms. Nasca seconded and the role-call vote was unanimous. The executive session ended at 5:25 P.M.

There being no further business to come before the Board, the meeting was adjourned by Mr. Keener at 5:25 P.M.

Kenneth Keener, President

Catherine Nasca, Secretary