LIBRARY BOARD OF TRUSTEES MEETING AGENDA

I. PUBLIC COMMENT

II. MINUTES - October meeting

III. CHAIR'S REPORT

IV. COMMITTEE REPORTS
   A. Library Foundation – Willard Jasper
   B. Finance Committee – Miriam Smolen
   C. Ad Hoc Planning Committee – Charles Fegan
   D. Public Relations – Fran Millhouser
   E. Ad Hoc Policy Committee – Gary Russell
   F. Ad Hoc MOU Committee – Miriam Smolen

V. DIRECTOR'S REPORT
   A. Demonstration of Lynda.com
   B. Urban Libraries Council
   C. Virginia Library Association Conference-FCPL programs

VI. ACTION ITEMS
   A. Memorandum of Understanding between the Library Board of Trustees and the
      Friends of the Library
   B. Update to Policy B Regarding the Availability of Service in Fairfax County and City
   C. Update to Policy G Regarding Selection of Materials

VII. ROUNDTABLE

VIII. INFORMATION ITEMS
   A. Monthly Statistical Snapshot, September/October 2017 (To be handed out at meeting)
   B. Incident Reports, October 2017
MINUTES
Before the start of the October meeting, the Library Board of Trustees recognized 24 Friends’ group members for their dedicated service at the Friends’ Choice Awards.

Chair Karrie Delaney called the meeting to order at 7:22 p.m.

I. PUBLIC COMMENT:
   A. Public Comment: Nancy Allard, Friends of the George Mason Library

II. MINUTES: Mr. Ewing moved to approve the September 2017 minutes, and Mr. Fegan seconded it. The motion to approve the minutes passed unanimously.

III. CHAIRS REPORT: Chair Delaney reiterated her thanks and congratulations to all awardees both present and those not able to attend. The work that the Friends do is extremely important and the board appreciates all the support from the Friends.

IV. COMMITTEE REPORTS:
   A. Library Foundation: Will Jasper – The 2017 Jubilee - “The Library Goes Hollywood” - is Saturday October 21, 2017 from 5:30 p.m. – to 8 p.m.
   B. Finance Committee: Darren Ewing – Chair Delaney announced that Mr. Ewing will now be the Chair of the Finance Committee. The committee met October 10, 2017. They reviewed the budget transmittal letter to be submitted for the FY2019 budget and approved moving it forward to the full Board. A motion was made by Mr. Fegan to submit the budget transmittal letter, and Ms. Smolen seconded it. There was no discussion and the motion passed unanimously.
   C. Ad Hoc Planning Committee: Charles Fegan – The committee will meet November 1, 2017 at the City of Fairfax Regional library at 3 p.m. Mr. Fegan encouraged everyone to attend the meeting to hear the latest report from staff on the Strategic Planning.
   D. Public Relations Committee: Fran Millhouser – The next meeting is October 26, 2017 at the Fairfax County Government Center at 3 p.m. The committee will meet with library marketing staff to discuss upcoming events the board should know about.
   E. Ad Hoc Policy Committee: Gary Russell – The next meeting will be November 6, 2017.
   F. Ad Hoc MOU (Memorandum of Understanding) Committee: Miriam Smolen – The MOU is a consideration item this month, up for discussion as an action item next month. Comments received by October 1, 2017 were posted in the packet. All feedback received by October 31, 2017 will be in the November packet.

V. DIRECTORS REPORT:
   A. IMLS Releases Annual Data and Survey Results of American Public Libraries
In September, the Institute of Museum and Library Services (IMLS) released two key information products: the latest data from its annual Public Libraries Survey and a new report on the previous year’s data. Please see the attached press release for more information.

B. 2017 Summer Reading Report
A report from Ted Kavich, Program and Educational Services Manager was included in the October packet.

C. Starlings
Starling by VersaMe is a device that encourages families and caregivers to engage with children age birth-4 by counting words as users read, talk or sing. Adults track the amount of words spoken with a free smartphone app, and its web-based Starling Dashboard records data for each family member, sends custom messages, and pushes out tips and activity ideas. FCPL is investigating the purchase of some of these devices, to assist families in thinking about expanding the vocabulary spoken to and around their children.

D. The Uni Project
FCPL is purchasing mobile shelving units and seating to expand our capacity to do outreach. These collapsible and portable units will allow the Library to bring books and programs even further and wider to the greater community. They should arrive in late October and be available for use by staff soon afterwards. Learn more about The Uni Project at www.theuniproject.org.

E. Lynda.com
FCPL will start to offer Lynda.com on November 1, 2017. This database was mentioned in the public engagement report. The database focuses on business, technology and creative training videos and sandbox testing.

VI. CONSIDERATION ITEMS:

A. Memorandum of Understanding between the Library Board of Trustees (Library Board) and the Friends of the Library (Friends)

RECOMMENDATION: Library Administration recommends approving an updated Memorandum of Understanding (MOU) between the Library Board and the Friends, to provide additional clarity and information to both parties.

BACKGROUND: The Library Board has been considering the idea of an updated MOU with the Friends of the Library groups for several years, with the process starting up in earnest in 2017. There is a current MOU between the Friends and the LBOT and many of the original components have been included in the draft updated version. The Library Board’s MOU committee
considered Friends and Board of Trustee areas of interests, requirements that the Friends groups must comply with in order to be nonprofit, and requirements from Fairfax County.

The MOU committee provided a full public meeting in late May 2017, to talk with the Friends groups about the high level areas of an updated MOU. Following feedback from that meeting, three Friends working sessions were provided in August 2017 to allow for Friends groups to have smaller, more in-depth discussion of those high level areas. Two informational sheets were provided to the Friends with further clarification regarding those high level areas. After the August sessions, a draft MOU was finalized and released concurrently to the Library Board and the Presidents of the Friends groups on September 13th, 2017. Friends groups were requested to provide comments and questions by October 1st, for inclusion in the October Library Board packet. Several FOL groups requested additional time for commentary and the period was extended; commentary received between October 2nd and October 30th will be included in the November Library Board packet.

In addition to providing an open and transparent process to the Friends groups, the MOU Committee is also committed to provide transparency to the general public. A public page is available where anyone can read the minutes of past meetings, review the high level areas, read the draft MOU, and submit their personal comments.

The draft MOU update it is very similar to other MOU updates approved or pursued by other County agencies. The draft MOU closely models the MOU between the Friends and the Animal Shelter, approved by the Board of Supervisors in March 2017, as well as the draft MOU between the Park Authority and its Friends groups.

Included as part of this consideration item are both the draft MOU and all commentary received by staff up through October 1st regarding that draft.

B. Update to Policy B Regarding the Availability of Service in Fairfax County and City

RECOMMENDATION: Library Administration recommends updating Policy B for grammar edits and language updates.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on September 15, 2017 to discuss a number of policy updates. One policy brought forward by the committee for update is Policy B, regarding availability of services in Fairfax County and City. The policy requires updates to correct spelling and wording errors, as well as to remove extraneous examples. The current version of the policy and the recommended updated version of the policy are included in the October packet.
C. Update to Policy G Regarding Selection of Materials

**RECOMMENDATION:** Library Administration recommends updating Policy G for grammar edits and language updates.

**BACKGROUND:** The ad hoc Policy Committee of the Library Board of Trustees met on September 15, 2017 to discuss a number of policy updates. One policy brought forward by the committee for update is Policy G, regarding selection of materials. The policy requires updates to correct grammar errors and to update phrasing, as well as to expand on the re-evaluation of formats. The current version of the policy and the recommended updated version of the policy are included in the October packet.

VII. ROUNDTABLE:

Ms. Levy - She encourages the board to watch *Ex Libris: The New York Public Library*, a documentary which focuses on many issues that FCPL is also seeing.

Thank you to the Oakton Library for inviting the Library Board to their tenth anniversary party. It was a treat to attend and listen to David Baldacci speak.

Dr. Choi – The Korean Poetry night will be held at the Centreville Library on October 26, 2017 at 7 p.m. The event will be bilingual in both Korean and English.

Mr. Ewing - The Tysons-Pimmit Regional Library will have its grand reopening on Saturday, October 14, 2017 at 10:00 a.m. with a ribbon cutting ceremony. He shared a picture of the original Tysons Library to show how far the library has come.

Ms. Dando – She is impressed with the programming the library offers. C.J. Box will have a program on October 27, 2017 and she currently can’t attend but encourages others to.

Ms. Dando asked if the packets could be sent as a pdf. This was an issue that was discussed previously and she thinks it should be revisited.

Mr. Jasper – He looks forward to seeing everyone at the Library Jubilee on October 21, 2017 at the Pohick Regional Library.

Mr. Fegan – Nothing to add.

Ms. Smolen – She wants to congratulate The Friends of Oakton Library for putting on a great event.

Ms. Millhouser – She has recently attended a few book sales at the George Mason Regional Library and the City of Fairfax Regional Library. She looks forward to the Library Jubilee on October 21, 2017.

Mr. Russell – He would like to echo to kudos to the Oakton Library.

Ms. Janega – She wants to congratulate the five members from the Reston friends for their awards tonight. She attended the Book Club Conference. She was impressed that the library database Novelist,
available to anyone with a Fairfax library card, was demonstrated as a tool for book club members to help them choose new titles for meetings.

Ms. Delaney – She would like to share an exciting project where students from Chantilly, France, are visiting Chantilly, Virginia. Ms. Delaney helped initiate this exchange in the past when Chantilly, Virginia students visited Chantilly, France. FCPL will help students conduct research projects while they are touring FCPL facilities.

Motion to adjourn by Mr. Fegan and seconded by Mr. Jasper.

Chair Delaney adjourned the meeting at 8:09 p.m.

<table>
<thead>
<tr>
<th>Members Present</th>
<th>Members Absent</th>
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<tbody>
<tr>
<td>Yearn Hong Choi</td>
<td>Michael Donovan</td>
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<td>Priscille Dando</td>
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<tr>
<td>Karrie Delaney</td>
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<td>Darren Ewing</td>
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<td>Charles Fegan</td>
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<td>Sheila Janega</td>
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<td>Will Jasper</td>
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<td>Suzanne Levy</td>
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<td>Fran Millhouser</td>
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<td>Miriam Smolen</td>
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<td>Gary Russell</td>
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Respectfully Submitted:  

________________________________________

Jessica Hudson  
Library Director

Approved:  

________________________________________

Karrie Delaney, Chairman  
FCPL, Board of Trustees
Remarks to the Library Board of Trustees, October 11, 2017

Nancy Allard, George Mason Friends, Inc.

Good evening. I’m Nancy Allard, the treasurer of the George Mason Friends. I’m going to talk about how we have been able to support the George Mason Regional Library and the Fairfax County Library System under the terms of the existing MOU.

Every year we provide funding for GM children’s programming – nearly $7,000 so far this calendar year – as well as $50,000 annually for the system-wide Summer Reading Program. We support GM adult programming and other branch needs such as volunteer recognition, outreach materials, and meeting refreshments through our grants. This year, we also provided more than $54,000 for new furniture for the GM branch and $20,000 for the FCPL Professional Development Fund.

We don’t just provide money to the library system. As we process thousands of donations from the public, we identify titles needed by the library system. As of September 30 this year, we have provided 710 children’s books, 133 titles on the library purchase alert list and 25 additional boxes of adult hardcover books to the library.

As a 501(c)(3) nonprofit, we also support other organizations to enhance literacy and use of libraries, including Fall for the Book and the Fairfax Library Foundation Jubilee each year. In 2017 we established a 10-year $50,000 scholarship program with the Fairfax Library Foundation. We give grants to the Woodrow Wilson and Thomas Jefferson Friends of the Library groups to support their branches. Many donated books that we can't use are passed on to schools and community organizations to encourage reading. None of these activities would be permitted under the draft MOU.

Our productive relationship with the library system under the current MOU has worked well. Our members have been distressed and discouraged by the tone and terms of the draft MOU. We appreciate the efforts made by Miriam Smolen and our own Trustee to discuss the draft MOU this summer. Some resulting changes are improvements, but the proposed MOU still attempts to impose requirements that are inappropriate for an independent 501(c)(3) organization, which we can't support.

Our formal comments will be submitted shortly and will specify where the current draft MOU needs more work to be acceptable to us.

Thank you for your time.
TO: Joe Mondoro,  
Chief Financial Officer  
Department of Management and Budget

FROM: Jessica A. Hudson, Director  
Fairfax County Public Library

SUBJECT: FY 2019 Budget Submission

The FY 2019 budget submission for the Fairfax County Public Library is attached for your review and consideration. Consistent with budget direction, the Fairfax County Public Library’s FY 2019 budget submission holds funding steady at the previous year’s levels, totaling $28,444,876. The Personnel Services submission is $22,517,512 and Operating is $5,927,364.

The long awaited renovation of the Tysons-Pimmit Regional Library is almost complete with a Grand Reopening date of October 14, 2017. The John Marshall Library closed for renovation in April 2017, and is expected to reopen in late 2018. The Board of Supervisors approved $391,672 in unencumbered carryover in FY 17 to purchase furniture, computers, technology, and materials for John Marshall.

The Library Board of Trustees has requested two additional items to be included for consideration in either this or future budget cycles. As requested by the Board of Supervisors, the Library Board completed a Lines of Business (LOBs) Phase II review of “consistent hours”, in which all library locations are open the same quantity of hours per week. The cost to fully fund moving all libraries to regional hours would be an approximately $7.5 million in additional, new personnel expenses or the cost to move all libraries to a mid-point of hours to include Sundays would be approximately $1.4 million in additional, new personnel costs. The second item for consideration would be fully funding the collection development budget, which is per Library Board Policy G on the Selection of Materials. The policy states that the collection budget should be 20% of the Library’s budget-which in FY 2019 would total approximately $5.6 million. The Library currently maintains a collection budget of an approximately 12% ratio.

The Fairfax County Public Library will continue to build on the strengths of its current programs. The department requests your continued support as the library strives to meet the evolving educational and informational needs of the residents of Fairfax County by providing the appropriate resources and services.

Please call Sandra Hagan at 324-2711 if you have any questions regarding this submission.

Attachments
cc: Karrie K. Delaney, Chair, Library Board of Trustees
    Miriam Smolen, Chairman, Library Board Budget Subcommittee
    David J. Molchany, Deputy County Executive
    Sandra Hagan, Director, Library Financial Services
Mission
The mission of the Fairfax County Public Library is to educate, enrich and empower our diverse community.

AGENCY DASHBOARD

<table>
<thead>
<tr>
<th>Key Data</th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
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<tbody>
<tr>
<td>1. Open Hours</td>
<td>63,381</td>
<td>61,262</td>
<td>61,924</td>
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<td>2. Catalog Logins (hits)</td>
<td>9,839,718</td>
<td>9,343,398</td>
<td>12,933,191</td>
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<tr>
<td>3. Number of Library Visits</td>
<td>4,814,043</td>
<td>4,727,927</td>
<td>4,633,327</td>
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<td>4. Early Literacy Outreach</td>
<td>1,534</td>
<td>1,633</td>
<td>1,787</td>
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<td>5. Spending on Materials</td>
<td>$4,235,576</td>
<td>$4,252,554</td>
<td>$4,211,031</td>
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<tr>
<td>6. Registered Cardholders</td>
<td>456,806</td>
<td>441,683</td>
<td>441,683</td>
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<tr>
<td>7. Materials Turnover Rate</td>
<td>5.00</td>
<td>5.50</td>
<td>5.00</td>
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<tr>
<td>8. Number of Information Requests from the Public Addressed</td>
<td>2,108,216</td>
<td>2,146,552</td>
<td>2,103,602</td>
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</table>

Focus
The Fairfax County Public Library (FCPL) operates eight regional libraries and 14 community libraries conveniently located to serve all the residents of Fairfax County and the City of Fairfax. FCPL also provides customized library services for residents with visual and physical disabilities through Access Services, located at the Fairfax County Government Center. Through these 23 public service sites and via the county website, residents can access nearly three million items. A sample of the library’s array of materials and services include early literacy outreach, digital and print books, DVDs, magazines (traditional and online), thermal imaging cameras, nature backpacks and many other information sources and learning opportunities for Fairfax County’s diverse population. Transactions may be conducted in-person at any
library branch and online through the library’s web pages. Over 4.6 million in-person visits were made to Fairfax County Public Library branches in FY 2017, and 3.8 million people visited the library web pages.

More than 430,000 people are active library card holders. They have access to professional research assistance, programs for adults and children, homework support, electronic information resources, public access computers and Wi-Fi. Customers borrowed over 11.5 million items in FY 2017. In addition, remote use of FCPL resources continues to increase annually as more interactive services are enabled and access to information databases grows.

After the completion of the Library Board of Trustees’ public engagement process in 2016, the Board and staff began a strategic planning process that provides a new vision and direction for the library for the next several years.

The Fairfax County Public Library supports the following County Vision Elements:

- Maintaining Safe and Caring Communities
- Creating a Culture of Engagement
- Connecting People and Places
- Maintaining Healthy Economies
- Practicing Environmental Stewardship
- Building Livable Spaces
- Exercising Corporate Stewardship

A voter-approved bond referendum in fall 2012 included funding for renovations of the Pohick Regional Library (Springfield District), the Tysons-Pimmit Regional Library (Dranesville District) and the John Marshall Community Library (Lee District). The renovated Pohick Regional Library which opened on January 7, 2017, offers multiple public meeting spaces with expanded capacity, modernized facilities, light-filled spaces and new public-use computers. The renovated Tysons-Pimmit Regional Library reopened October 2017. John Marshall Library closed for renovation April 2017, with reopening scheduled for fall 2018. In addition, voters also approved bond funding of $10 million towards a new Reston Regional Library. These renovations allow architectural, infrastructure and technological upgrades to meet the needs of library customers in the 21st century.
Budget and Staff Resources

FY 2019 Funding Adjustments
The following funding adjustments from the FY 2018 Adopted Budget Plan are necessary to support the FY 2019 program.

♦ Employee Compensation $686,589
An increase of $686,589 in Personnel Services includes $387,075 for performance-based and longevity increases for non-uniformed merit employees effective July 2017, as well as $298,831 for employee pay increases for specific job classes identified in the County’s benchmark class survey of comparator jurisdictions, and $683 for the full-year impact of the increase in the County’s living wage (from $13.13 to $14.50 per hour), effective October 2016 for all impacted employees, as approved by the Board of Supervisors as part of the FY 2016 Carryover Review.

Changes to FY 2018 Adopted Budget Plan
The following funding adjustments reflect all approved changes in the FY 2018 Revised Budget Plan since passage of the FY 2018 Adopted Budget Plan. Included are all adjustments made as part of the FY 2017 Carryover Review, and all other approved changes through December 31, 2017.

♦ Carryover Adjustments $1,485,841
As part of the FY 2016 Carryover Review, the Board of Supervisors approved encumbered funding of $1,127,594 primarily associated with Library materials, systems furniture and office equipment. In addition, unencumbered funding of $357,737 includes $250,000 to support loose furniture and equipment requirements for the renovation of the Tysons-Pimmit Regional Library and $107,737 was approved as part of the Incentive Reinvestment Initiative that allowed agencies to identify savings and efficiencies in FY 2016 and retain a portion to reinvest in employees. Lastly, an increase of $510 was approved to increase the County’s living wage from $13.13 per hour to $14.50 per hour.

♦ Incentive Reinvestment Initiative ($109,157)
A net decrease of $109,157 reflects 50 percent of the savings generated as the result of careful management of agency expenditures during the fiscal year and was returned to the General Fund as part of the FY 2017 Third Quarter Review. The remaining 50 percent was retained by the agency to be reinvested in employee training, conferences and other employee development and succession planning opportunities.

Cost Centers

In FY2017, Fairfax County Public Library initiated an internal realignment of library operations that provides additional clarity, maximizes the use of library resources and improves service delivery, programs and customer service. These changes included the establishment of the Programming and Planning Cost Center as well as redirecting and consolidating portions of Administration, Customer Services and Support Services under an expanded Library Leadership Cost Center. FY 2018 funding and position-related adjustments have been completed as part of the FY 2018 Advertised Budget Plan.
The four revised cost centers in FCPL are Library Leadership, Support Services, Library Operations and Programming and Planning. The cost centers work together to fulfill the mission of the Library and carry out key initiatives.

Library Leadership

The Library Leadership cost center develops management policy, provides the Library Board of Trustee support, IT support and develops strategic, fiscal and workforce plans. It also manages resources, objectives, and goals for the department in order to maintain efficient and cost-effective services to Fairfax County and City of Fairfax residents. In FY 2017, portions of Support Services and Customer Services were redirected and combined with Administration to form Library Leadership.

<table>
<thead>
<tr>
<th>Position Category</th>
<th>Total Positions</th>
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<tbody>
<tr>
<td>Library Director</td>
<td>1</td>
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<tr>
<td>Deputy Director</td>
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<tr>
<td>Management Analyst IV</td>
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<td>Management Analyst II</td>
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<tr>
<td>Library Branch Coordinators</td>
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<tr>
<td>Human Resource Generalist III</td>
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<td>Human Resource Generalist II</td>
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<tr>
<td>Administrative Assistant V</td>
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<tr>
<td>Training Specialist III</td>
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<td>IT Program Manager I</td>
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<td>Financial Specialist III</td>
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<td>Business Analyst III</td>
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<td>Volunteer Svcs. Prog. Manager</td>
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<tr>
<td>Administrative Assistants IV</td>
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<td>Administrative Assistants III</td>
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<td>Business Analyst II</td>
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<td>Business Analyst</td>
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<td>IT Technicians I</td>
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<td>Internet/Intranet Architect I</td>
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<td>Supervising Graphic Artist</td>
<td>20</td>
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<tr>
<td>Graphic Artist II</td>
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TOTAL POSITIONS: 35 Positions / 35.0 FTE

Support Services

The Support Services cost center provides access to information and materials via selecting, cataloging and distributing to meet the needs of residents. Information and materials include electronic and audio formats as well as books and reference materials. In FY 2017 it should be noted that a portion of Support Services is being redirected to Library Leadership.

<table>
<thead>
<tr>
<th>Position Category</th>
<th>Total Positions</th>
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<tr>
<td>Management Analyst IV</td>
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<td>Library Program Coordinators</td>
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<td>Librarians IV (-1)</td>
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<td>Material Mgmt. Assistants</td>
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<td>IT Program Manager I</td>
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<td>Internet/Intranet Architect I</td>
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<tr>
<td>IT Technicians I</td>
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TOTAL POSITIONS: 25 Positions (-1) / 25.0 FTE (-1.0) (-) Denotes Abolished Position Due to Budget Reductions
Library Operations
The Library Operations cost center provides library services to customers including access to information and materials, reference services, learning opportunities, programming for all ages, English language services, other programming and outreach efforts and educational support to the Fairfax County Public Schools and strengthening community partnerships. This cost center represents the day-to-day operation of the library branches.

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<th>Positions</th>
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<td>31</td>
<td>Librarians II, 6 PT</td>
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<td>Library Assistants I, 7 PT</td>
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<td>44</td>
<td>Librarians I, 3 PT</td>
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<td>Library Info. Assistants, 22 PT</td>
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<td>8</td>
<td>Library Assistants IV</td>
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<td>Library Aides, 2 PT</td>
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TOTAL POSITIONS
307 Positions / 287.0 FTE
PT Denotes Part Time Positions

Customer Services
Effective in FY 2017, the positions and funding formerly shown in the Customer Services cost center were redirected to Library Leadership and Programming and Planning.

Programming and Planning
The Programming and Planning cost center provides system-wide materials circulation services, coordination of all building services, strategic planning and statistical analysis and programming and educational services including early literacy outreach to Head Start classrooms and day care centers, the Summer Reading Challenge, Changing Lives Through Literature, the 1,000 Books Before Kindergarten program and other countywide library initiatives. In FY 2017 funding and positions were reallocated from the Administration and Customer Services cost centers to create Programming and Planning.

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<td>1</td>
<td>Management Analyst IV</td>
<td>2</td>
<td>Administrative Assistants IV</td>
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<tr>
<td>1</td>
<td>Management Analyst III</td>
<td>1</td>
<td>Administrative Assistant III</td>
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<td>1</td>
<td>Management Analyst II</td>
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<td>Administrative Assistant II</td>
</tr>
</tbody>
</table>

TOTAL POSITIONS
12 Positions / 11.5 FTE
PT Denotes Part Time Position
Key Performance Measures

Performance Measurement Results
The library’s annual survey to gauge customer satisfaction and provide feedback on library services was conducted in FY 2016 as part of the agency’s community survey and public engagement effort to update the strategic plan. Though customer satisfaction over the past few years has remained high, input from library customers as well as the community as a whole, was sought to help FCPL focus its resources, services and staff into the future. However, over 4.6 million people came through the doors of the library in FY 2017. Additional efforts to measure customer satisfaction will be conducted in the future with a performance target of 80 percent in FY 2019 and beyond.

Despite recent budget reductions impacting materials, in FY 2017 the library was able to achieve a circulation per capita rate of 9.8, just under the performance target. However, this is a slight decrease from the FY 2016 rate of 10.4 items per capita. The library continues to maintain a high reference completion rate. In FY 2017, the reference completion rate within 24 hours was 73 percent, achieving the performance target. The contacts per capita rate was 29.9 in FY 2017 which is a decrease from the FY 2016 rate of 32.0.

It should be noted that a new Programming and Planning cost center was established as part of the FY 2017 internal reorganization of FCPL operations. As part of this reorganization, revised performance measures are being developed and will be included in the FY 2020 FCPL budget.

The library will continue to identify and implement opportunities to improve employee safety, security, productivity and customer service in future years.
DIRECTOR’S REPORT
November 8, 2017 Director’s Report

A. Demonstration of Lynda.com
Fairfax County Public Library (FCPL) will have Lynda.com, a database supporting technical and creative skills, beginning in November! Fairfax County Public Library card holders now have access to 10,000 online courses geared toward business, technology and creative fields.

- Learn how to use specific software, a new programming language or business skills for small or large enterprises.
- Courses are rated beginners through advanced or as suitable for all audiences and include exercise files where appropriate.
- Many topical areas have Weekly Series which provide micro-learning opportunities for very specific skills.
- Best of all, Lynda is mobile friendly, allowing you to learn anytime, anywhere.

A demonstration of Lynda.com will be provided at the November Board meeting.

B. Urban Libraries Council
FCPL has joined the Urban Libraries Council. Per their website: “The Urban Libraries Council (ULC), founded in 1971, is the voice for public libraries in the United States and Canada and the force that inspires them to evolve. We create the tools, techniques and ideas to make ongoing improvements and upgrades in services and technology. We also speak loudly and clearly about the value public libraries bring to communities. We secure funding for research that results in the development of new programs and services. And by serving as a forum for library leadership, we produce innovative ideas and best practices that ensure community impact.” And check out their 2017 Top Innovators to see some wonderful ideas and projects related to the broad impact that libraries can provide: https://www.urbanlibraries.org/2017-innovations-pages-682.php

C. Virginia Library Association-FCPL programs
The Virginia Library Association held its annual conference from October 11-13 in Norfolk. FCPL was able to send more than a dozen employees to engage, learn, and enjoy this continuing education opportunity. In addition to just participating in the conference, four employees were presenters: Renee Edwards and Gail Wellock presenting on sensory story times as well as Jerilyn Polson and Barbara Rice presenting on their unusual outreach at local brew pubs and wineries. Congratulations and appreciation to all four of them for their wonderful presentations, and their work making FCPL even more visible in the library community!
ACTION ITEMS
ACTION ITEM
November 8, 2017

ISSUE: Memorandum of Understanding between the Library Board of Trustees (Library Board) and the Friends of the Library (Friends)

RECOMMENDATION: Library Administration recommends approving an updated Memorandum of Understanding (MOU) between the Library Board and the Friends, to provide additional clarity and information to both parties

BACKGROUND: The Library Board has been considering the idea of an updated MOU with the Friends of the Library groups for several years, with the process starting up in earnest in 2017. There is a current MOU between the Friends and the LBOT and many of the original components have been included in the draft updated version. The Library Board’s MOU committee considered Friends and Board of Trustee areas of interests, requirements that the Friends groups must comply with in order to be nonprofit, and requirements from Fairfax County.

The MOU committee provided a full public meeting in late May 2017, to talk with the Friends groups about high level areas of an updated MOU. Following feedback from that meeting, three Friends working sessions were provided in August 2017 to allow for Friends groups to have smaller, more in-depth discussion of those high level areas. Two informational sheets were provided to the Friends with further clarify regarding those high level areas. After the August sessions, a draft MOU was finalized and released concurrently to the Library Board and the Presidents of the Friends groups on September 13th, 2017. Friends groups were requested to provide comments and questions by October 1st, for inclusion in the October Library Board packet. Several FOL groups requested additional time for commentary and the period was extended; commentary received between October 2nd and October 30th will be included in the November Library Board packet.

In addition to providing an open and transparent process to the Friends groups, the MOU Committee is also committed to provide transparency to the general public. A public page is available where anyone can read the minutes of past meetings, review the high level areas, read the draft MOU, and submit their personal comments.

The draft MOU update is very similar to other MOU updates approved or pursued by other County agencies. The draft MOU closely models the MOU between the Friends and the Animal Shelter, approved by the Board of Supervisors in March 2017, as well as the draft MOU between the Park Authority and its Friends groups.

Included as part of this consideration item are both the draft MOU and all commentary received by staff from October 1st through October 31st regarding that draft.
MEMORANDUM OF UNDERSTANDING BETWEEN THE FAIRFAX COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES AND THE FRIENDS OF THE ______________________ LIBRARY

This Memorandum of Understanding, by and between the Fairfax County Public Library Board of Trustees (“the Board”), and the Friends of the ______________ Library, Inc. (“the Friends”), and together known as the “Parties”, is to define and facilitate a cooperative and productive relationship between the Parties. This Memorandum of Understanding shall replace all other Agreements, Memoranda of Understanding or Contracts that may be in existence between the Parties.

WHEREAS, the Friends is organized for charitable purposes to promote, raise funds for, and distribute funds to the Fairfax County Public Library (“the Library”) for the benefit and support of the Library; and

WHEREAS, the Friends is an independent, separate legal entity apart from the Board and the Library; and

WHEREAS, the Board encourages and supports the Friends as they work to increase community awareness and use of the library; as they work for library legislation or appropriations; as they encourage gifts, endowments and memorials for the library; as they provide direct financial assistance; as they raise money and campaign for new building, renovation, or expansion; and as they sponsor programs designed to add to the cultural life of the community; and

WHEREAS, Va. Code Ann. § 15.2-953.B authorizes donations to non-profit organizations that support library functions; and

WHEREAS, it is in the mutual interest of the Parties to work toward supporting, improving, and promoting the Library;

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

1. Permission to Solicit Using the Name of Library:

   The Board is giving the Friends written permission to use the name of the [insert library branch name] in connection with its charitable fund raising activities. The Library agrees to accept such contributions raised by the Friends subject to the terms of this Memorandum of Understanding. The Library reserves the right to revoke this written permission at any time.

2. Resources

   a. The Board has made, and from time to time at its sole discretion may make, donations to the Friends of library materials that are discarded from the Library collection, pursuant to Va. Code Ann. § 15.2-953.B, and materials that are donated to the Library pursuant to Policy M. The Board may also cease making donations or providing resources to the Friends if the Board determines that the provisions of this Va. Code Ann. § 15.2-953.B, Board Policy M, and this Memorandum of Understanding are not being met.
b. The Friends acknowledges that the Board has selected it as the recipient of such donations and resources because the Friends promotes, raises funds for, and distributes funds to support the Library. It is understood and agreed by the Parties that money received by the Friends shall be used primarily to support the Library branch or the Library system. The Board encourages the Friends to distribute funds promptly and to make plans for future distributions.

c. Nothing in this Memorandum of Understanding shall prohibit the Friends from receiving donations of materials or money from individuals or groups other than the Board and the Library, provided that those donations are used in accordance with section 2(b) above.

d. The Friends shall make all donations through the financial division of the Library Administration. In the event that a donation is designated for use in connection with a specific event (e.g. a children’s program), the Library will process the donation and coordinate directly with the relevant vendor for that program. The Friends acknowledges the importance of routing all donations and program activities through Library Administration so that the Library can ensure compliance with Fairfax County procurement, access, and insurance requirements.

3. Organization of the Friends

a. Incorporation: The Friends shall incorporate with the Virginia State Corporation Commission ("SCC") as a Virginia nonstock corporation. The Friends shall provide to the Board a Certificate of Fact of Existence from the SCC or other evidence of its registration with the SCC.

b. Governing Documents:

(i) The Friends shall operate in accordance with its Articles of Incorporation and Bylaws, which shall provide that the primary purpose of the corporation is to promote, support, raise funds for, and distribute funds to the Library for the benefit and support of the Library. The Friends will file its Articles of Incorporation with the SCC.

(ii) The Articles of Incorporation and Bylaws of the Friends shall provide that, in the event that the Friends elect to dissolve, or become inactive and not hold a board meeting for the period of one year, all remaining assets of the corporation, after necessary expenses are paid, will be distributed to the Board for the benefit of the Library, or to the Fairfax County Public Library Foundation, or to another Fairfax County Friends of the Library group to be used for the benefit of the Library.

c. Tax Exempt Status: The Friends shall comply with all requirements of the Internal Revenue Code to become and remain an approved 501(c)(3) charitable tax exempt organization. The Friends shall promptly advise the Board if its 501(c)(3) status changes. The Friends shall maintain copies of financial records, in paper or electronic form, as required for its charitable tax exempt status. The Friends shall make such records available to the Library upon request on an annual basis.

d. Sales Tax: The Friends shall comply with all requirements to be exempt from payment of and collection of Virginia Sales and Use Tax.
e. Insurance: The Friends acknowledge that the Friends is not covered by the Fairfax County Volunteer Insurance Program. The Friends agree to consult with its own insurance agent to determine and obtain appropriate insurance coverage based on the Friends structure and activity.

4. Communication and Coordination

a. The Parties acknowledge the joint goal of good communication and transparency between the Board, the Library and the Friends.

b. The Library will meet annually with the Friends to discuss issues of importance to the Friends, which may include goals, concerns, strategic planning initiatives, and funding priorities, in order to work collaboratively toward the goal of supporting the Library. The Library will assign a staff member to attend Friends’ board meetings, when possible. The Board invites members of the Friends to address the Board at its meetings, pursuant to Board Policy U.

c. The Library will provide the Friends a report annually describing the use of the monetary donations made by the Friends over the previous year.

d. The Library will engage in a prompt manner with the Friends on its proposals and requests, to the extent possible.

e. The Friends shall designate a point of contact for communication and coordination of activities with the Library. Unless advised otherwise, the President of the Friends will be the point of contact.

f. The Friends will self-report to the Library on an annual basis financial information to include revenue, donations, expenses, cash/bank account balances and reserves.

5. Term and Termination

a. This Memorandum shall continue in effect until December 31, 2021 unless terminated before that date. The Parties may agree to extend this Memorandum of Understanding for additional two-year periods on such terms and conditions that may be mutually agreeable.

b. Either party may terminate this Agreement upon three months written notice to the other party.

c. Should this Memorandum of Understanding be terminated for any reason, the Friends will promptly separate its activities from the Board and the Library and revise its governing documents appropriately.


a. Laws: The Friends shall comply with all federal, state, and local laws, including laws governing charitable organizations and the solicitation of charitable contributions.
b. License Agreement: The Friends shall execute a separate License Agreement with Fairfax County and abide by any conditions imposed by Fairfax County with respect to the Friends’ use of Library property or facilities.

c. Indemnification: The Friends shall indemnify and hold harmless the Board and Fairfax County from and against all losses, damages, expenses, claims, demands, suits, and actions by any party against the Board or Fairfax County based on any intentional or negligent action or omission to act by any member or agent of the Friends in connection with any work or activities performed or conducted by the Friends.

d. Abrogation: This Memorandum shall not be abrogated, changed or modified without the written consent of the Friends and the Board.

e. Public Communication: The Friends shall make it clear in all of its public communications that it is not an agency of the Library or Fairfax County government. The Friends agrees that the Library is authorized to use the name and logo, if any, of the Friends for purposes relating to this Memorandum of Understanding. The Parties agree to use such names and logos, if any, only in a favorable way and in a manner as to emphasize the benefits that this relationship provides to the community. Each party agrees that it shall not participate in activities that would portray the other party in a disparaging or unfavorable way.

f. Immunity: Nothing herein shall be deemed to constitute a waiver of applicable sovereign immunity on the part of the Board.

7. Notices

Notices hereunder and reports and other documents to be furnished by the Friends in accordance with the terms herein shall be given in writing only directed to the following addresses:

1. If to the Friends:

2. If to the Board:

Every such notice shall be deemed to have been given on the date on which it is received or refused by the party to whom it is sent. Any changes of address shall be given in accordance with the terms herein, and shall not be effective until five business days after the date received.

IN WITNESS WHEREOF, the Board and the Friends have caused this Memorandum to be executed as of the date appearing by their signatures.

Friends of _________________________________________

BY ________________________________________________
Date: ________________________

BOARD OF TRUSTEES OF THE FAIRFAX COUNTY PUBLIC LIBRARY

BY

________________________________________________________
Karrie Delaney, Chairman

Date: __________________________
Hello, Jonathan,

I gather that you are the one collecting comments on the proposed MOU. Here is what the Friends of the Burke Centre Library thinks:

The only part of the MOU that we have a real problem with is the one about incorporating. Only a few of the Friends groups in Fairfax County are incorporated, although they are all 501(c)(3) organizations. Most groups also have exemptions from state sales tax. There is no reason for a requirement by FCPL that Friends groups be incorporated. The only effects of incorporation would be additional expense, which would be a hardship for some groups, and additional addressees for our financial reports.

Pat Riedinger
President, Friends of the Burke Centre Library
Thank you for the opportunity to comment on the draft memorandum of understanding (MOU), and for providing us additional time to do so. As you know, the original due date arose as we were gearing up for our fall book sale. Please note that these comments are provided solely on behalf of the George Mason Friends. We are aware that other Friends groups operate differently and have their own concerns, especially the smaller Friends groups, some of which receive assistance from us.

Let me say initially that we appreciate the revisions you have made to accommodate some of our concerns. One of our major concerns, however, is the tone and approach of the draft MOU. Indeed, what is drafted does not have the appearance of an MOU at all. An MOU is ordinarily an informal statement of parties’ intent and understanding as to how they will operate with regard to each other in order to achieve an agreed goal, rather than a binding contract. Here many of the clauses are appropriate only in a contract, not an MOU, such as “whereas” clauses, indemnification and statements regarding sovereign immunity. Furthermore, the draft MOU is very one-sided. It appears to us to be a contract between two unequal parties, in which the terms are being imposed by the Board of Trustees after comment by the Friends groups, rather than negotiated between two equal parties. There is little recognition of the value of the Friends organizations to the Fairfax County Public Library (FCPL) system.

We suggest that rather than impose a new, legalistic document drafted from scratch by lawyers, the starting point for a revised MOU should be the existing MOU, which in our judgment has worked very well for decades. Where there are genuine problems or needs that are not addressed under the current MOU, we suggest that those specific problems and needs can be addressed, in negotiation with the Friends groups. We are aware that other Friends groups have also complained about the tone of the draft. Quite frankly, the adversarial tone and form of the MOU itself could be a deal-breaker for our group.

Turning to the substantive provisions, we suggest that the introduction should be simpler and friendlier, recognizing the value of the Friends group, as under the existing MOU. What should be set forth are the terms of a collaborative partnership between equals, recognizing that the Friends groups are separate, independent legal entities. Thus, as I said above, we believe that “whereas” clauses are inappropriate in such a document. For example, the introduction could provide:

“This Memorandum of Understanding specifies the terms of a partnership under which the Fairfax County Public Library Board of Trustees (“the Board”), the Fairfax County Public Library System (“Library”) and the [name of Friends Group] (“the Friends”) intend to work together to support the services and programs of the Library. This Memorandum of Understanding shall replace all other Agreements, Memoranda of Understanding or Contracts that may be in existence between the Parties. [Note we believe that the Library should also be party to the MOU since it has significant responsibilities under the MOU.]

“The parties recognize that:
"The mission of the Fairfax County Public Library is to enrich individual and community life by providing and encouraging the use of library resources and services to meet the evolving educational, recreational and informational needs of the residents of Fairfax County and Fairfax City. The Library is subject to policies established by the Board of Trustees and by County and State rules.

"The mission of the Friends is particularly to enhance the cultural and educational environment of the community by providing support to the George Mason Regional Library and to the Fairfax County Public Library System. The Friends is an independent organization and is not a part of the Library or Library Board of Trustees.” [We have incorporated the purpose statement of our bylaws. We recognize that there may be some variation in mission among the Friends groups.]

Clause 1. Permission to Solicit Using the Name of the Library

This is an example of a legalistic clause that seems unnecessary. To the best of our knowledge, no issues have arisen regarding how the Friends groups use the name of the library. Substantively we do not object to the first sentence. The second sentence could be read to suggest that all funds raised by the Friends group go to the Library, which is not the case. Most problematic is the last sentence. First, it should not ever be true that the Library would revoke this permission (which we note was granted and should be revoked by the Board in any event). We would anticipate and the text should reflect that if a problem were to arise in how the Library’s name is used, the parties would meet and resolve the problem. In any event, immediate revocation would effectively terminate the agreement and would be inconsistent with Clause 5, which provides for termination upon three months’ notice.

Clause 2. Resources

a. We have no objection to the first sentence except to suggest that the Virginia Code and Policy M should be appended to the MOU, or at a minimum that the citation, website url, and title of the policy be incorporated in the MOU. With regard to the last sentence, we have the same concern as we expressed with regard to Clause 1. We would anticipate and the text should reflect that if a problem were to arise, the parties would meet to resolve it. In any event, immediate revocation would effectively terminate the agreement and would be inconsistent with Clause 5, which provides for termination upon three months’ notice.

b. It is our understanding that you interpret this clause to allow the Friends to support other organizations such as the Foundation, Fall for the Book, and other Friends groups. The George Mason Friends also allow many of the books we discard to be distributed in the community, thereby enhancing reading and education, as well as use of the library as a resource. We suggest that the clause could explicitly recognize such other uses of our funds so as to remove any ambiguity. We do not object to your encouraging us to distribute funds promptly. We make substantial grants and donations each year to the Library, but note that we have received fewer requests for grants from the Library Director in recent years.

c. We do not object to the thrust of this sentence. We note, however, that since 2b does not limit how we use our funds, it raises unnecessary ambiguities to say the funds must be used in accordance with 2b and therefore the proviso should be deleted.

d. This clause, which provides that “all donations” must be made through the financial division is the clause that most impacts the Friends’ day to day operation. First, it must be limited to donations
we make to the library, as distinguished from other organizations. It also appears that the language may not allow gifts from the Friends, such as staff meeting refreshments or supplemental storytelling puppet props or lego kits for children’s programs. We believe such gifts are fully consistent with the Board’s and the County’s policies on gifts. Although you have suggested that these practices would not be precluded, we do not believe the MOU should wink at such gifts, but rather that the practices should be explicitly recognized.

We strongly recommend that rather than tell us how to make the donations, the clause should provide: “The Library will specify the methods by which Friends’ donations will be accepted by the Library so that the Library can ensure compliance with Fairfax County procurement, access, and insurance requirements.” This allows the Library to specify the financial division, but also to provide for appropriate direct payment or gifts by the Friends for volunteer recognition events and other items that we have reimbursed or paid directly in the past. It also places the responsibility of compliance on the Library, rather than on the Friends.

3. Organization of the Friends

We are very concerned about the unduly prescriptive character of this clause. Our MOU has always required that the Friends groups be 501(c)(3) Virginia nonstock corporations and we understand our obligation to comply with related IRS and state requirements. We also accept that our volunteers are not covered by County insurance; we have obtained insurance and will further examine our policy to see if additional insurance is appropriate. However, we believe no more than a simple statement to that effect is appropriate.

a. We have no problem with the first sentence. We do not believe the Friends group should have any requirement to provide proof to the Board. Such a requirement is demeaning and inconsistent with our independent and, we believe, equal status in this partnership.

b. We are strongly opposed to any requirement that we change our existing articles of incorporation and bylaws. Thus we do not believe we should use the specific purpose language you suggest. We also do not believe it is appropriate for this document to tell the Friends what they have to do to comply with the SCC requirements. We understand our obligation to comply with SCC requirements and to comply with our own articles of incorporation and bylaws. This should not be in the MOU.

We are strongly opposed to changing the dissolution language in our articles of incorporation and bylaws. We have no problem with the MOU encouraging us to provide payments to the Library. However, our articles of incorporation permit us to distribute funds for exempt purposes in accordance with 501(c)(3), which could include payment to organizations outside of the library, such as for an early childhood literacy program. Furthermore, the articles provide that assets not so disposed of shall be disposed of by a court of competent jurisdiction in Fairfax County. We note parenthetically that we do not believe that termination of the MOU would dissolve the Friends; rather we could continue to disburse our funds until they are exhausted.

c. We have no problem with the first two sentences. The last two sentences should be deleted. The Friends are aware of our recordkeeping obligations but believe strongly that it is inappropriate for the MOU to prescribe them. The last sentence is addressed in Section 4(f) and is redundant here. In no event would the Friends agree to make its underlying accounting records available to the Library.
d. This paragraph should be deleted. Again we do not think it is appropriate that an MOU prescribe that the Friends must comply with requirements to be exempt from payment and collection of Virginia Sales and Use Tax. We have, of course, complied with those requirements.

e. We do not have significant concerns with this paragraph. The Friends acknowledge that our volunteers are not covered by County insurance. We suggest deleting the phrase “to consult with its own insurance agent” since how we determine what kind of insurance to get if any is an internal matter. We would like assurance, however, that sale patrons would be covered by County insurance if they are injured at a sale on library property. We also would like assurance that once we provide funds to the Library, any potential liability by the Friends would cease; for example, there would be no liability for an incident that might occur in connection with the Summer Reading Program.

4. Communication and Coordination

a. We concur in this goal.

b. We are grateful that the Trustees and Library acknowledge the necessity of better communication by the Library on issues of importance to the Friends, including in particular requests for funding. Therefore we concur in the first sentence. We suggest that the second sentence should simply say that Friends’ board meetings will be open. Whether the Library assigns a staff member to attend is an internal matter for the Library. We note we believe that any staff member assigned should be from the local branch not from the Library administration since the purpose of attendance would be to advance communication and collaboration, not to monitor our activities.

We also concur that Friends members should be invited to address the Board at its meetings. However, we have experienced significant concern about the Board’s limitation permitting individual speakers to comment only once in each six-month period. There may very well be more than one time in a six-month period where we believe it is important to publicly comment and we should not be constrained unless too many people have signed up. In such event, there should be rules to determine who is allowed to speak, which could include, for example, whether the speaker has already appeared in the past six months or the order in which people sign up to speak. We also believe the policy should be clarified as to whether it would permit different members of the same organization to appear in a six-month period. Finally, the Policy should be appended or, at a minimum, identified by name with the website url.

c. We welcome the Library’s agreement to provide an annual report to the Friends regarding the use of monetary donations. We suggest that it be explicitly stated that the report would include an accounting. Furthermore, this language should be amended to make it clear that the report also would include any balance on donations from previous years. We note that we never received any kind of report on the use or remaining balance of a grant for staff training that we recently learned took more than six years to expend. We suggest that the MOU should expressly provide that funds will only be used for the purpose for which they are donated and that if the Library no longer wishes to use donated funds such purpose, they should consult with the Friends on an alternative use for the moneys or return them to the Friends.

d. We welcome the Library’s commitment to engage promptly with the Friends on its proposals, where possible.

e. We concur in this language. We think it is also important that the Library designate a person to be the Friends’ contact, and suggest that this person should be the branch manager. Similarly,
Board contact should be specified, such as the trustee for the district in which the library branch is located.

f. The Friends do not object to giving the Library financial information on an annual basis. We believe our 990, which is a public document, would fulfill this requirement.

5. Term and Termination

a. We do not object to this clause, provided the apparent conflicts with Clauses 1 and 2a are resolved. However, we do not understand the purpose of this provision. Does the Board really want to regularly go through this rather unpleasant process we are undergoing now? In any event, it is important to provide that the MOU would remain in effect until the Agreement is renegotiated, or to otherwise provide for what would happen if the term expires without a new MOU. An alternative to a five-year term might be to provide that either party may seek to re-open and renegotiate the MOU upon notice.

b. Again, we do not object to this clause, provided the apparent conflicts with Clauses 1 and 2 are resolved.

c. We do not object to this clause except that it should be an obligation by all parties to the agreement. Furthermore, the obligation to provide an annual report of donations to the Library should continue until all moneys are expended. We note that termination of the MOU would not result in dissolution of the Friends, which might continue to make grants to the Library or other entities.


a. The Friends acknowledge their responsibilities to comply with applicable laws but we believe it is condescending and unnecessary to prescribe this in an MOU between two equal parties. The MOU does not say that the Board of Trustees and the Library will comply with applicable law.

b. The Friends do not object to executing a separate License Agreement. We do, however, object to agreeing in advance to accept a License imposed upon us without negotiation. Furthermore, as we have said, this is a two-way partnership and collaboration. We believe it is important that the Library expressly recognize its obligation to provide the Friends with space for book sorting, sales, office needs, warehousing of books, etc.

c. We have significant concerns about the application of principles of indemnification to this partnership. We note that our current insurance expressly excludes claims by the Library since it deems the Library an interested party. Even a minor indemnification claim could essentially wipe out the assets of some Friends groups and a significant claim would wipe out our assets. The County, on the other hand, is self-insured and has the ability to manage such claims without significant impact upon its operations. To the best of our knowledge, this has not been an issue in the past so we see no reason to create a potentially serious problem.

d. We have no problem with this clause but suggest that it might be appropriate to have a mechanism to amend the MOU during its term.

e. Although we do not object conceptually to the first four sentences of this paragraph, we do not understand the reason for this clause. Again it seems unduly prescriptive unless there has been a problem of which we are not aware. If so, the problem should be resolved informally. We do, however, have practical problems with compliance. Notices and posters advertising sales do not have space on them to specifically say that the Friends are not an agency of the Library or the County government. We

have substantive concerns about the last sentence, which suggest that the Friends cannot criticize Library practices. For example, the Friends strongly opposed the beta plan that was proposed a few years ago. We think it is important to our role as an independent organization that supports the Library to be able to freely express our views on proposed or existing Library practices and policies.

We would also like to point out that it is important to us that the George Mason Friends be recognized by its correct name in all written documents and public statements. We are not the “Friends of the George Mason Regional Library.”

f. We agree that this document does not waive sovereign immunity. However, we believe such a waiver is not appropriate in an MOU. Furthermore, we see no argument that it would waive sovereign immunity so it is totally unnecessary.

7. Notices

We have no conceptual problem with this clause but consider it completely inappropriate in an MOU. This is not a contract. The MOU already states who the contacts are (with the addition of the Library’s and Board’s contacts as we suggest). Notices and reports should be given to those individuals.

We also point out that there should be three parties to this MOU, the Friends, the Board, and the Library.

In conclusion, you can see that the George Mason Friends continue to have very serious concerns about the draft MOU. We suggest that the Board of Trustees give serious consideration to the question of next steps if we and/or other Friends groups conclude that we cannot sign any MOU that might be approved by the Board.

Again, thank you for giving us the opportunity to submit these comments. We hope that you will give them serious consideration. We strongly urge you to reconsider both the substance of the MOU and the process of developing it, which should reflect the partnership and collaboration that we believe is necessary and appropriate to a continuing fruitful relationship among the parties.

Sincerely,

/s/

E. Katherine Kroehler
President, George Mason Friends
October 28, 2017

Ms. Miriam Smolen
Chair, Ad Hoc MOU Committee
Board of Trustees
Fairfax County Public Library

Dear Ms. Smolen:

Subject:  Friends of the Pohick Regional Library Comments on Draft MOU

The following is the Friends of the Pohick Regional Library (Pohick Friends) comments on the draft Memorandum of Understanding (MOU). We thank you for your consideration of our comments. In general, the Pohick Friends finds the draft MOU overly legalistic. It seems that the draft MOU is not a document that is designed to benefit both the Friends Groups and the Fairfax County Public Library (FCPL) but is designed to protect FCPL from some unknown threats from the Friends Groups. We are not the enemy of the library.

Preamble

The first WHEREAS clause is too restrictive. The Pohick Friends is not organized solely for the financial benefit of the FCPL but is organized as our by-laws state to cooperate with the FCPL “to focus public attention on libraries; to stimulate the use of library resources and services; to receive and encourage gifts, endowments and bequests to libraries; to support and cooperate with FCPL in developing public library services and facilities for the Pohick region, and for the Fairfax County area in general.”

2. Resources

Section 2(d) is too restrictive. Not ALL donations should be made through the financial division of the Library Administration. Pohick Friends donates books to the reading programs at the local jails, to libraries in low income areas, to teachers to give to needy students and other charitable organizations. At the end of our book sales, the remaining books are donated to charitable organizations that will accept the books. For example, our left-over books have been given to the Rotary Club for shipment to a library in a third world country. Such donations do not need or require input from the financial division of the Library Administration.

The Fairfax County Purchasing Resolution exempts purchases under $5,000 from the competitive bidding process. Under this MOU, ALL donations (e.g. purchases) would have to be submitted to the Library Administration to ensure compliance with Fairfax County procurement. This means, for
example, that the $10 purchase of office supplies to use during the book sale must be first be submitted to the Library Administration. As an independent separate organization, the Pohick Friends under the draft MOU should not have to follow a more restrictive procurement procedure than Fairfax County employees are required to follow.

3. Organization

Section 3(b)(ii) would require that we change our Articles of Incorporation to provide that upon dissolution all remaining assets will be distributed to FCPL, the Foundation, or other Friends Groups. As stated in our comments on the Preamble, the Pohick Friends was not organized to benefit only Fairfax County. Our Articles of Incorporation, which stipulates final distribution to any 501(c)(3), is acceptable as is. Section 3(b)(ii) also requires final distribution if the Friends group would be inactive for a year. Many Friends groups, including Pohick Friends, were inactive for over a year while the library was under renovation.

Section 3(c) and section 4(f) of the MOU would require Pohick Friends to make our financial records available to FCPL. Since we are an independent organization with 501(c)(3) status we have and will continue to make the required annual reporting to the IRS on Form 990, and upon request will make it available to FCPL.

4. Communication and Coordination

Section 4 (b) of the draft MOU has the FCPL assigning a staff member to attend the Pohick Friends board meetings. This is unnecessary since, under the Pohick Friends by-laws, the Pohick Library branch manager is invited to attend all Pohick Friends Board meetings. He/she can update FCPL on any items that need their consideration. In Section 4 (f), please add that submission of Federal Form 990 fulfills the self-reporting requirements.


Section 6 (c) of the draft MOU requires the Friends to indemnify FCPL. The reverse should also be required. That is, FCPL should be required to indemnify Pohick Friends.

Section 6(e) seems to take away our right of advocacy and should be eliminated. As stated in the preamble section above, Pohick Friends supports public libraries and may at times disagree with FCPL. Please delete the last sentence of this section.

Section 6 (f) Immunity. This section is totally unnecessary.

We concur with the comments of other Friends groups that the draft MOU is adversarial in tone and unnecessarily legalistic. We are hopeful that a mutually acceptable MOU can be agreed to in a spirit of mutual respect and common purpose.

Sincerely,
/s/
Yolanda Atkins
President, Friends of the Pohick Regional Library
*************************************************************************************
October 30, 2017

Miriam Smolen
Chair, Ad Hoc MOU Committee
Board of Trustees
Fairfax County Public Libraries

Dear Ms. Smolen

Subject: Sherwood Regional Library Friends Comments on Draft Memo of Understanding

Thank you for the opportunity to provide our comments and concerns with the draft MOUs. The Friends of Sherwood Library have serious concerns with many aspects of the draft Memorandum of Understanding (MOUs) provided to us. We provided comments and concerns to the first draft and a second set of negative issues to the draft MOU dated September 13, 2017. The Sherwood Friends Board has formally endorsed our original comments. This draft MOU has been the subject of multiple responses from various Friends groups. All of our concerns/issues were also covered by others, often more completely and eloquently than by our group. We now find a third version was provided to the LBOT as it appears in the meeting record immediately ahead of the Director’s Report but with no context as to how or why.

Our overarching issue is that all the draft MOUs are not really MOUs which are cooperative agreements between partners to reach mutual goals. Yes, principles, goals and appropriate procedures need to be defined between the different parties/independent organizations, but all versions of the proposed agreements are rather Contractor/Contractee based, not cooperative agreements. The Library Board or Library as the contractor, and Friends as employees under contract. This may be somewhat overstated but that is the tone throughout all versions of the draft MOUs. Comments and concerns re the different drafts will not and cannot fix the fundamental flaw of this approach.

A major reset is needed to develop appropriate continuing cooperative agreements between the Library Board of Trustees, Library Administration and Branch staff, and Friends 501c (3)independent organizations with common goals to support the library system, local branches and their programs and community activities to enhance both the “library experience” and related support activities.
The current MOU should be used as a base for potential improvements along with, perhaps, recommendations such as suggested by the American Library Association for MOUs between Libraries and Friends organizations (One potential model is outlined in their Fact Sheet # 26 for Friends and Foundations).

**That is our core recommendation for further development of any new, suitable agreement for all parties.**

That said, we are also adding/restating a few comments on the latest versions of the draft MOU.

1. **The Library reserves the right to revoke written permission to use name of library**
   This is presumed to be a MOU between the Library Board and the Friends. The Library is not identified as a signatory. This also conflicts with 5b.

2. **The Friends shall make all donations through the financial division of the Library Administration**
   Impossible if anything other than centralized programs or large purchases are to be done. We have supported significant local activities at Sherwood Library that do not go through the FCPL financial system, and basically could not be done effectively through that system, e.g. snacks for children’s programs, recognize volunteers, etc. In addition, essentially all support of local community activities to increase use of the library, support local outreach programs, etc. are done independently under our basic 501 c (3) charter.

3. **The Friends shall incorporate with the Virginia State Corporation Commission**
   No explanation for why this gets repeated in every MOU. We see no logical or legal reason a corporate structure in addition to our federal 501 c (3) charter is needed.

4. **License Agreements**
   As we have previously stated, no major problems with the idea of License Agreements, but can not commit to it without details. This should be handled separately from MOU.

5. **Public Communication.**
“only in a favorable way” is insulting and disparaging to Friends. They are community members interested in all aspects of library operations such as collections, staffing, facilities, etc. and may disagree with or desire changes to various activities as any Fairfax County resident might. We are not county employees.

6. Term of MOU
Why only two year terms? Friends are long term- periodic reviews may be warranted but every two years?

7. Insurance
a. Why are Friend volunteers not covered by Fairfax County Volunteer Insurance? I volunteer as a Friend and also volunteer in the Sherwood Tech Lab. I am required to report hours for each position. These are entered into Fairfax County's Volunteer Management System Database. How do these two positions differ if they are handled in the same way?

b. More clarification on whether library patrons are covered when attending a book sale

The previous section, comments on latest MOU versions, does not include all concerns we have. Our earlier comments are more detailed and comprehensive covering items skipped in this “short version”. See attachment a oct2

In closing we reiterate our core concern - There needs to be a major reset from the current process to get rid of the Contractor/Employee mind-set and develop an appropriate Cooperative Agreement.

Sincerely,

Nora Gyuk

Nora Gyuk
President, Friends of Sherwood Regional Library

cc. Sherwood Friends Board Members
cc. Gary Russell, Library Board Member
cc. Linda Schekau, Branch Manager
Sherwood Friends Concerns re Friends/LBOT MOUs

This memorandum is provided based on comments provided by several members of the Friends of Sherwood Library and not formally by the Friends Board. The Board has been unable to review these comments and will submit an updated submission following the October LBOT where we are told all comments provided to the Board will be made available for our consideration as well as the Board. the Friends Board will respond prior to the end of October as communicated by Miriam Smolen, MOU Committee Chair.

It is our understanding that the September 13, 2017 version of the MOU will come to the Board as a Consideration Item in October along with comments from Friends groups and the public. No discussion will be permitted. It will be resubmitted as an Action Item the next month with discussion and possible adoption or rejection. However there is no mention of any effort by the Board's MOU Working Group to review and respond to any comments and concerns. We have a number- some minor, some major.

We plan to meet with our Board Member and strongly encourage him to support either holding the Consideration Item until the MOU Committee can review community input and make needed improvements or at a minimum insure the Action Item is referred back to the MOU Committee for improvement rather than trying to "fix" any issues in general discussion by the full, partially briefed Board in November.

Overview: For many years the Friends Group at Sherwood Library has worked to enhance the "library experience" for our community. This includes direct support through the FCPL financial system for upgrading internal physical facilities such as new computer stations, "soft furniture" for public areas (twice), major improvements to all conference rooms, additional study carrels, and many more specific items for tens of thousand dollars (over $70,000 in recent years), plus continuing support for formal programs through FCPL to enhance adult, teen and children literacy and other activities. We have also provided significant support for local activities at Sherwood Library that do not go through the FCPL financial system, and basically could not be done effectively under that system. In addition, essentially all support of local community activities to increase use of the library, recognize volunteers, support local outreach programs, etc. as recognized in the Board encouragement and support for such activities (WHEREAS 3)are directly supported.

Comments/Concerns by section.

Introduction: Switch order of WHEREAS 2 and 3. Consolidates overall nature of the partnership between Friends and Board.

1. Permission to solicit Using name of Library: Why the last sentence? Already covered under Item 5. Delete.

2. Resources: Item a. No problem. Much is irrelevant to us re library owned used books as we have not received any for years. Board Policy M covers public donations. Items b and c. No problem. Item d. Major problems! The opening dictum that all donations must be made "through the financial division of the Library Administration" is a non-starter. And conflicts with the opening principles of the MOU, i.e. WHEREAS the Board encourages and supports the Friends as they work to increase community awareness ....and sponsor programs designed to add to the cultural life of the community". All formal library programs are routinely processed through FCPL, such as those outlined in the Overview above, in coordination with the Branch
Manager. Reimbursements to staff and others for snacks and items for local library programs, volunteer recognition, landscaping, community outreach, book sale expenses, etc. do not and are not compatible with Library Administration procedures. The Board Web site information indicates that this be addressed within Section 4 calling for self-reports on an annual basis. However this clause only has a single fiat! **Must be re-written and clarified as to what needs to go through FCPL finance.** Also not covered here or elsewhere in draft MOU is status or procedure re Library Foundation which co-supports a number of activities with FCPL. We have always sent our support for these activities directly to the Foundation. Are these now FCPL formal programs?

3. Organization of the Friends: Item a. Still not clear on reason why incorporation needed. Needs clarification as it will take considerable effort to do all the paperwork. We expect to need assistance with process. Item b. Will need to amend current bylaws if the Board and Library Foundation must be explicitly included. More general bylaw clause covers existing Friends groups or a successor Sherwood Organization. Item c. No problem with requirement to maintain 501.c(3) status with appropriate records except for last sentence - "The Friends shall make such records available to the Library upon request on an annual basis". Unclear what is reason for Library to examine 501.c records of independent organizations. **Delete. The basic information is to be included under self-reporting in Communication and Coordination, Item f.** Item d. Our current tax exempt status letter expired and will have to figure out how to do as corporation. Item e. Accepted but unsure what we will actually do.

4. Communication and Coordination: In general most items are fine. But questions re implementation of some items. General concern there is no mention of Branch Managers in any aspects of this section, just Library. Current MOU has Branch Manager as principal contact and source of desired program activities, liaison with Administration, etc. Over the years they have provided valuable, knowledgeable and indispensable communications with Library Administration to both the Friends Board and our members with participation in our internal and public meetings. **Query- What role for Branch Managers in all this or only Administration?** Why not language similar to Friends contacts, e.g. Branch Manager unless advised otherwise?

Not needed in MOU but reasonable protocols for coordinated reports, meetings, need to be developed as we enter the new era.

5. Term and Termination: In general principles are fine. However, unclear why such short term renewals—every two years! Reason? Most/all Friends are long term activities. Item c. Not sure what this means? If terminated all activities cease.

6. Additional Provisions: Item a. A given. Why include? Item b. Need to see a draft license agreement before commitment to "any" conditions, etc. This could be a nightmare if over zealous conditions are proposed. Item c. Indemnification - **where is the parallel clause for the Friends from the County or Board?** Item d. Abrogation. Okay- probably covered in earlier clauses. Item e. Awkward wording—need a communication editor. Item f. What purpose or reason for inclusion? Lawyer stuff?

7. Notices: Assume more than one person/position can be identified. As volunteer organizations Friends do not have nine to five offices and schedules, vacations, etc. sometimes cause communication issues in the short term. At a minimum two contacts should be included as needed.

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While I absolutely agree that whatever insurance the Friends choose to buy is entirely their decision, the idea that Friends are not covered while they are volunteering in FCPL buildings is both ridiculous and insulting.

The premise is that FCPL volunteers who are Friends are not actually FCPL volunteers at all - which is absurd. It reinforces the idea of Friends as alien - not really part of FCPL, not altogether welcome, suspect. It disrespects and diminishes the longstanding special relationship between FCPL Friends and FCPL.

At Tysons the Friends do a variety of volunteer tasks in addition to running book sales. The Friends also do gardening/upkeep of landscaping. Indeed, they have been asked by FCPL to do the upkeep of the landscaping they donated for the branch’s re-opening. The Friends also do hospitality including supporting events like an annual holiday open house and refreshments and giveaways for the recent grand opening. The latter was done at the request of FCPL. And of course the book sales Friends present are probably the single most popular/well attended programs to occur in each library branch. Friends are contributing time and effort to raise funds for the benefit of FCPL while producing a very popular library event in the process. Tysons Friends report their hours to the branch Volunteer Coordinator just like other FCPL volunteers. Those hours are entered into Fairfax County's Volunteer Management System database (VMS). Tysons' Volunteer Coordinator always takes care to make sure that all book sale volunteer hours are duly recorded right along with all other branch volunteers. The Friends are honored at the annual branch volunteer appreciate event - along with all other volunteers. They receive the same Thank You gift as other volunteers. And when they have contributed a certain number of volunteer hours, those same Friends have been honored with Star Awards by FCPL and the Library Board. So to now pretend that the Friends are not in fact FCPL volunteers seems more of a political shell game than a reflection of actual practice. And doing so is only another slap - seeking to further separate and differentiate the Friends from regular FCPL. This is breathtakingly shortsighted and ill advised in my opinion.

Charles Keener, Tysons Library Friends Board

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Ms. Miriam Smolen  
Chair, Ad Hoc MOU Committee  
Board of Trustees  
Fairfax County Public Library

Dear Ms. Smolen:

We take this opportunity to comment on the proposed Memorandum of Understanding (MOU). The Tysons Library Friends (TLF) appreciate your personal time as a volunteer in support of our libraries. However, the TLF are disappointed that the September 13, 2017 draft of the proposed MOU does not incorporate much of the feedback provided by the various Friends groups nor reflect a spirit of cooperation, collaboration, and trust between the Trustees/FCPL and the Friends. The TLF volunteer thousands of hours per year because they believe in a strong library system which furthers and fosters literacy and education and provides a place for individuals to improve their opportunities for advancement, thus benefitting the local economy as a whole.

The latest version of the proposed MOU does not include the recommendations set forth by the ALA (American Library Association) in Fact Sheet #26 governing the relationship between Friends of the Library and the Library. For example, this includes: supplying the Friends with a “wish list” each year indicating anticipated needs for Friends support; and providing the Friends with staff support, public space for Friends membership brochures and promotional materials, and space in the library for book storage and sorting, book sales, and office needs.

Frankly, we much prefer the MOU that the TLF is operating under now to the proposed. As the saying goes: “If it ain’t broke, don’t fix it.”

You have asked for our comments on the proposal and they are as follows:

Preamble

The TLF is not organized solely for the benefit of the FCPL. This would be counter to the IRS regulations governing 501(c)(3) charities. We are a non-profit, educational organization, which supports and will continue to support literacy programs and many community educational projects, including providing books to homeless shelters, senior citizens, prisoners, schools, foster children programs, and funds to the Tysons-Pimmit Regional Library and the FCPL system. Moreover, the Preamble dropped a section from the current MOU providing for the Friends “To do volunteer work in the library on specific projects designated by the Director.” The latter would include the TLF agreement to maintain the native plants paid for by TLF at the renovated library. We recommend that the Preamble be updated to reflect both the IRS 501(c)(3) regulations and volunteer activities by the Friends.
1. **Permission to Use the Library Name** – Recommend striking this section as it is not in the currently-in-effect MOU. Moreover, the language appears to be punitive in nature as the FCPL reserves the right to revoke permission at any time at the whim of the administration without warning, hearing, or other recourse for the Friends.

2. **Resources** – Recommend striking 2 a. as it is not in the currently-in-effect MOU and appears punitive in nature. It reserves the right for FCPL to cease making donations of materials to the Friends for FCPL's perceived wrongdoing on the part of any Friends group. What circumstances could possibly result in the halt of donations to Friends? Would FCPL encourage the establishment of a competing Friends group, or sell books themselves, or throw away donated materials? This language demonstrates a lack of trust in the Friends and could be applied by the FCPL to statements made advocating for the FCPL system and/or staff, e.g., opposition to the BETA plan, or violate Friends volunteers’ First Amendment rights to free speech.

Sections 2 b. and c. and 3 b. – As stated above, the primary purpose of the TLF mirrors the purpose language used in the IRS regulations, which specify that, if and when the TLF dissolves, the remaining funds can be given to any valid 501(c)(3) charity. As for the wording encouraging prompt distribution of funds, the Branch Manager and the Library Director are the driving forces behind the distribution of funds. If they fail to present a wish list to the Friends, the Friends should not be held accountable for lack of spending. Moreover, in the case of a library undergoing renovation, there are reasons for accumulating funds for long-term goals. For example, the TLF has long planned to build a shed to help replace the reduction of their library space by two-thirds as a result of the renovation.

Section 2 d. – Most of the donations TLF makes are through the financial division. However, the FCPL specifically required that the $16,000.00 landscaping contract be between the landscaper and the TLF for the native plant landscaping at the renovated library, and be paid for directly by the TLF. In many cases it is not practical or possible to go through the financial division, e.g., reimbursements for refreshments, gift certificates as prizes for contests/programs or as appreciation for volunteers, materials for STEM programs offered by FCPL, purchase of a hose as part of our agreement with FCPL to maintain the native plants.

3. **Organization of the Friends** – 3 a. TLF is incorporated with the Virginia SCC, but there is no Federal or State requirement to do so, and this requirement would place an unnecessary administrative and financial burden on smaller Friends groups. IRS regulations provide that the bylaws are a sufficient governing
document as long as they contain a dissolution clause. Thus, this section should be struck.

3 b. is addressed above.

3 c. TLF was granted 501(c)(3) status by the IRS. We maintain records in accordance with that status. The requirement that the Friends make financial records available to the FCPL upon request on an annual basis should be struck as our internal financial records need to be available only to the IRS. Even so, we note that the TLF board meetings are open to the public, and the Branch Manager is an ex officio member and as such receives copies of the Treasurer’s reports.

3 d. The TLF is exempt from payment of and collection of Virginia Sales and Use Tax.

3 e. The TLF have both director/officers and general liability insurance, but coverage is very costly. As such, we recommend deleting this section, as the cost would be prohibitive for smaller Friends groups.

4. Communication and Coordination – 4 a. and c. We agree with these sections and hope that compliance with the intent would result in the FCPL reporting on how Friends funds were spent. For example, the TLF gave $30,000 to the FCPL to purchase materials for the collection: $10,000 each for ESL, children’s, and current adult popular titles. It would be nice to know how many total books were purchased in each category for what amount of money.

4 b. – As stated above, the Branch Manager is an ex officio member of the TLF Board and attends TLF Board meetings. Please clarify whether the FCPL intends to assign additional staff to attend TLF Board meetings, which are all open to the public.

4 f. – Since the TLF is a separate legal entity, we should not be required to report our financial information on an annual basis to FCPL. As an ex officio member of the Board, the Branch Manager is privy to the periodic Treasurer's Reports, which delineate revenues, expenses, and bank account balances. Having another reporting requirement is not legally required and would be burdensome to our all-volunteer staff. Recommend striking this section.

6. Additional Provisions – 6 a. Strike this section. As an independent organization, we assume responsibility to adhere to Federal, State, and local laws.
6 b. – TLF is not opposed to signing a license agreement for use of library space; however, we are opposed to signing any MOU requiring such before we know the terms of any license in advance. The Board of Trustees should provide a
copy of such license agreement for our review and signature and strike 6 b. from the MOU.

6 c. - Under this section, the Board and the FCPL are indemnified against anything the Friends might do. The MOU should contain a similar requirement indemnifying the Friends against the Board and the FCPL to reflect that it is a two-way street.

6 e. – This section is arbitrary, ambiguous and the wording is completely open to interpretation and as such should be struck. Since most TLF communications are limited to advertising book sales or giving notice of Board meetings where space is limited, this section could be just one sentence: “The Friends shall not state or imply in its public communications that it is an agency of the FCPL or the Fairfax County Government.”

In sum, we find that the proposed MOU is overreaching in scope and unduly burdensome, instead of being a collaborative document between two parties with common interests to support and improve our libraries and to recruit new volunteers. If the final MOU retains many of the concepts highlighted above, it would be unacceptable to the TLF volunteers, and we would be unable to sign such a version. We hope that will not be the case.

Sincerely,

Janelle Blanchard, President
Tysons Library Friends

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Policy Regarding the Availability of Service in Fairfax County and City

The entire resources of the Fairfax County Public Library are available to all borrowers. Collections are developed for the reading abilities and special interests of children and young people, as well as adults, and Library personnel are available to provide guidance if requested. Parents are responsible for supervising the children's reading.

1. State law, Code of Virginia 42.1-55 requires that "The service of books in Library systems and Libraries receiving state aid shall be free and shall be made available to all persons living in the County . . . "
   a. To borrow free from Fairfax County Public Library, a person must either reside, work, attend school, own property in the County or City of Fairfax, or be a registered borrower with any public library system participating with Fairfax County Public Library in a local, regional, or multi-state program of reciprocal borrowing privileges.
   b. A fee may be charged directly to a jurisdiction for Library service via a contract.
   c. Nonresidents and transient borrowers shall be charged a fee or deposit for Library privileges according to a schedule determined by the Library Director.

2. As determined by the Director, acting in accordance with Trustee Policy, the use of the Library or its service shall be limited when excessive demands of groups or individuals tend to curtail service to the general public. Such demands may include those made by students, puzzle contestants, and others whose demands for staff time, available materials, or space would prohibit attention and service to other individuals or groups.

3. As determined by the Director, acting in accordance with Trustee Policy, the use of the Library or its services may be denied for due cause. Such cause may be failure to return materials or to pay penalties, destruction of Library property, disturbance of other patrons, or other objectionable conduct on Library premises.
Fairfax County Public Library Board of Trustees

ACTION ITEM
November 8, 2017

ISSUE: Update to Policy B Regarding the Availability of Service in Fairfax County and City

RECOMMENDATION: Library Administration recommends updating Policy B for grammar edits and language updates.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on September 15, 2017 to discuss a number of policy updates. One policy brought forward by the committee for update is Policy B, regarding availability of services in Fairfax County and City. The policy requires updates to correct spelling and wording errors, as well as to remove extraneous examples. The current version of the policy and the recommended updated version of the policy are included in the attachment.
Policy Regarding the Availability of Service in Fairfax County and City

The entire resources of the Fairfax County Public Library are available to all borrowers. Collections are developed for the reading abilities and special interests of children and young people, as well as adults, children, teens, and adults and Library personnel are available to provide guidance if requested. Parents are responsible for supervising their children's reading.

1. State law, Code of Virginia 42.1-55 requires that "The service of books in Library systems and Libraries receiving state aid shall be free and shall be made available to all persons living in the County . . . "
   a. To borrow free from the Fairfax County Public Library, a person must either reside, work, attend school, own property in the County or City of Fairfax, or be a registered borrower with any public library system participating with the Fairfax County Public Library in a local, regional, or multi-state program of reciprocal borrowing privileges.
   b. A fee may be charged directly to a jurisdiction for Library service via a contract.
   c. Nonresidents and transient borrowers shall be charged a fee or deposit for Library privileges according to a schedule determined by the Library Director.

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3. As determined by the Director, acting in accordance with Trustee Policy, the use of the Library or its services may be denied for due cause. Such cause may be failure to return materials or to pay penalties, destruction of Library property, disturbance of other patrons, or other objectionable conduct on Library premises.

[insert approval date]
ACTION ITEM
November 8, 2017

ISSUE: Update to Policy G Regarding Selection of Materials

RECOMMENDATION: Library Administration recommends updating Policy G for grammar edits and language updates.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on September 15, 2017 to discuss a number of policy updates. One policy brought forward by the committee for update is Policy G, regarding selection of materials. The policy requires updates to correct grammar errors and to update phrasing, as well as to expand on the re-evaluation of formats. The current version of the policy and the recommended updated version of the policy are included in the attachment.
Policy Regarding Selection Of Materials

The selection of library materials will be based on the Library's mission to meet the educational, informational, and recreational tastes and needs of the community and its citizens. Funding for library materials should not fall below 20% of the Library's annual total expenditure.

1. The Library will develop collections of merit and significance, whether acquired by purchase or by gift. Each item of material will be considered in terms of its value to the collection and the audience for whom it is intended. Reading and language abilities of the citizens will be considered.

2. Materials to be evaluated may include a variety of currently appropriate formats. These will include a variety of books for young people and adults, in hardcover and paperback editions; financial services, database services, access to the Internet, large print books, periodicals, newspapers, recorded books, compact discs, videocassettes, films, audiotapes, microforms, maps. The Library provides equipment to access these materials for people with disabilities and to maintain these collections.

3. Materials will be evaluated according to objective standards. Flexibility, open-mindedness and responsiveness are required in the evaluation process. Consideration will be given to expanding knowledge, changing social values, technological advances, and cultural and language differences where appropriate. As growth and change occur in these areas, the Library will re-evaluate materials which were not acquired.

4. Some materials may be judged primarily in terms of artistic merit, scholarship or their value as human documents; others will be selected to satisfy recreational and entertainment needs.

5. Different viewpoints on controversial issues will be acquired, including those which may have unpopular or unorthodox positions. The Library recognizes that those materials which offend, shock or bore one reader may be considered pleasing, meaningful or significant by another.

6. To avoid unnecessary duplication, consideration will be given to materials available to the public through other area libraries and community agencies.

7. All the Library's circulating collections will be accessible to all borrowers, regardless of branch location, through an efficient reserves system. Materials the Library has not selected may be able to be borrowed from other libraries nationwide through interlibrary loan.

8. Recognizing that a materials selection policy can result in complaints from the public who may not understand the reasons why certain items have been included or excluded in the collection, the Library has procedures for reconsideration of the item in question (Policy S). Any patron has the right to question the purchase of an item for the library collection.

12 Library Bill of Rights, Addendum 12
13 Freedom to Read Statement, Addendum 13
14 Free Access to Libraries for Minors, Addendum 14

4/12/00
Policy Regarding Selection Of Materials

The selection of library materials will be based on the Library's mission to meet the educational, informational, and recreational tastes and needs of the community and its citizens. Funding for library materials should not fall below 20% of the Library's annual total expenditure.

1. The Library will develop collections of merit and significance, whether acquired by purchase or by gift. Each item of material will be considered in terms of its value to the collection and the audience for whom it is intended. Reading and language abilities of the citizens will be considered.

2. Materials to be evaluated may include a variety of currently appropriate formats. These will include a variety of books for young people and adults, in hardcover, and paperback, large print, audio and/or digital editions; financial services, database services, access to the Internet, large print books, periodicals, newspapers, recorded books, compact discs, videocassettes, films, audiotapes, microforms, maps. The Library shall provide equipment to access these materials for people with disabilities and to maintain these collections. As growth and change occur in these areas, the Library shall re-evaluate the formats which are being acquired or not acquired.

3. Materials will be evaluated according to objective standards. Flexibility, open-mindedness and responsiveness are required in the evaluation process. Consideration will be given to expanding knowledge, changing social values, technological advances, and cultural and language differences where appropriate. As growth and change occur in these areas, the Library will re-evaluate materials which were acquired or not acquired.

4. Some materials may be judged primarily in terms of artistic merit, scholarship or their value as human documents; others may be selected to satisfy recreational and entertainment needs.

5. Different viewpoints on controversial issues may be acquired, including those which may have unpopular or unorthodox positions. The Library recognizes that those materials which offend, shock or bore one reader may be considered pleasing, meaningful or significant by another.

6. To avoid unnecessary duplication, the availability of consideration will be given to materials available to the public through other area libraries, and community agencies or reputable online sources shall be considered.

7. All the Library's circulating collections will be accessible to all borrowers, regardless of branch location, through an efficient reserves system. Materials the Library has not selected may be able to be borrowed from other libraries nationwide through interlibrary loan.

8. Recognizing that a materials selection policy can result in complaints from the public who may not understand the reasons why certain items have been included or excluded in the collection, the Library shall have procedures for reconsideration of the item in question (Policy S). Any patron has the right to question the purchase of an item for the library collection.

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12 Library Bill of Rights, Addendum 12  
13 Freedom to Read Statement, Addendum 13  
14 Free Access to Libraries for Minors, Addendum 14

Update date 4/12/00
INFORMATION ITEMS
## Fairfax County Public Library
### Statistical Snapshot
#### September 2017

<table>
<thead>
<tr>
<th>Site</th>
<th>Circulation</th>
<th>% Change</th>
<th>Door Count</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>September</td>
<td>FY17 - FY18</td>
<td>Site</td>
<td>September</td>
</tr>
<tr>
<td>OVD</td>
<td>134,681</td>
<td>18%</td>
<td>FX</td>
<td>40,220</td>
</tr>
<tr>
<td>RR</td>
<td>47,605</td>
<td>-7%</td>
<td>RR</td>
<td>31,215</td>
</tr>
<tr>
<td>CH</td>
<td>43,623</td>
<td>-7%</td>
<td>GM</td>
<td>27,592</td>
</tr>
<tr>
<td>PO</td>
<td>37,952</td>
<td>N/A</td>
<td>KP</td>
<td>26,749</td>
</tr>
<tr>
<td>FX</td>
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<td>CE</td>
<td>24,818</td>
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<tr>
<td>CE</td>
<td>34,041</td>
<td>-9%</td>
<td>CH</td>
<td>23,586</td>
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<tr>
<td>PH</td>
<td>32,377</td>
<td>-3%</td>
<td>DM</td>
<td>21,190</td>
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<tr>
<td>DM</td>
<td>31,538</td>
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<td>PO</td>
<td>19,699</td>
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<tr>
<td>KP</td>
<td>31,352</td>
<td>-30%</td>
<td>PH</td>
<td>18,732</td>
</tr>
<tr>
<td>GM</td>
<td>29,810</td>
<td>-9%</td>
<td>HE</td>
<td>18,535</td>
</tr>
<tr>
<td>SH</td>
<td>22,785</td>
<td>-6%</td>
<td>SH</td>
<td>18,428</td>
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<tr>
<td>KN</td>
<td>21,639</td>
<td>17%</td>
<td>RB</td>
<td>15,385</td>
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<tr>
<td>OK</td>
<td>20,303</td>
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<td>KN</td>
<td>13,905</td>
</tr>
<tr>
<td>BC</td>
<td>19,909</td>
<td>-43%</td>
<td>OK</td>
<td>13,800</td>
</tr>
<tr>
<td>RB</td>
<td>18,827</td>
<td>-21%</td>
<td>BC</td>
<td>12,869</td>
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<tr>
<td>TJ</td>
<td>16,609</td>
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<td>TJ</td>
<td>12,125</td>
</tr>
<tr>
<td>MW</td>
<td>14,133</td>
<td>15%</td>
<td>WW</td>
<td>11,910</td>
</tr>
<tr>
<td>HE</td>
<td>13,115</td>
<td>-2%</td>
<td>MW</td>
<td>9,140</td>
</tr>
<tr>
<td>GF</td>
<td>7,507</td>
<td>-10%</td>
<td>LO</td>
<td>8,581</td>
</tr>
<tr>
<td>LO</td>
<td>7,340</td>
<td>-18%</td>
<td>GF</td>
<td>7,129</td>
</tr>
<tr>
<td>WW</td>
<td>6,464</td>
<td>-4%</td>
<td>TY</td>
<td>2,051</td>
</tr>
<tr>
<td>TY</td>
<td>3,421</td>
<td>-15%</td>
<td>AS</td>
<td>790</td>
</tr>
<tr>
<td>AS</td>
<td>1,788</td>
<td>-12%</td>
<td>JM</td>
<td></td>
</tr>
<tr>
<td>JM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FCPL</td>
<td>914,491</td>
<td>-3%</td>
<td>FCPL</td>
<td>378,449</td>
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</table>

* Estimate
<table>
<thead>
<tr>
<th></th>
<th>September</th>
<th>Year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Customers</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Attendance *</td>
<td>13,924</td>
<td>45,226</td>
</tr>
<tr>
<td>Database Usage *</td>
<td>137,926</td>
<td>428,161</td>
</tr>
<tr>
<td><strong>Collection:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check In / Check Out</td>
<td>557,005</td>
<td>1,852,630</td>
</tr>
<tr>
<td>In-house Use</td>
<td>65,703</td>
<td>256,894</td>
</tr>
<tr>
<td>Transfers In / Out</td>
<td>7,948</td>
<td>24,724</td>
</tr>
<tr>
<td>Discards by Category:</td>
<td>20,813</td>
<td>53,150</td>
</tr>
<tr>
<td>Damage</td>
<td>66%</td>
<td>67%</td>
</tr>
<tr>
<td>Lease</td>
<td>3%</td>
<td>4%</td>
</tr>
<tr>
<td>Inaccurate</td>
<td>18%</td>
<td>13%</td>
</tr>
<tr>
<td>Low Demand</td>
<td>8%</td>
<td>10%</td>
</tr>
<tr>
<td>Magazines</td>
<td>5%</td>
<td>6%</td>
</tr>
<tr>
<td>Phone Renewal</td>
<td>8,392</td>
<td>25,785</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Community</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Early Literacy Outreach Office:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>84</td>
<td>260</td>
</tr>
<tr>
<td>Attendance</td>
<td>1,360</td>
<td>4,358</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Technology</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internet Sessions</td>
<td>102,118</td>
<td>319,682</td>
</tr>
<tr>
<td>WiFi Usage:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Count *</td>
<td>218,945</td>
<td>655,580</td>
</tr>
<tr>
<td>Website:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visits</td>
<td>304,373</td>
<td>962,462</td>
</tr>
<tr>
<td>Catalog Logins</td>
<td>1,046,697</td>
<td>2,840,605</td>
</tr>
<tr>
<td>Remote Renewals</td>
<td>282,603</td>
<td>921,484</td>
</tr>
</tbody>
</table>

* Estimate, data unavailable in time for issuing this report.
# Fairfax County Public Library Incident Report

## October 2017

<table>
<thead>
<tr>
<th>Branch</th>
<th>Type of Incident</th>
<th>Number of Incidents</th>
<th>Brief Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CE</td>
<td>Sexual Misconduct *</td>
<td>1</td>
<td>Female customer approached in parking lot by male who engaged her in unwanted conversation of a sexual nature.</td>
</tr>
<tr>
<td>CH</td>
<td>Theft of Personal Property</td>
<td>1</td>
<td>Bike stolen.</td>
</tr>
<tr>
<td>FX</td>
<td>Vandalism *</td>
<td>1</td>
<td>Women's restroom had feces everywhere.</td>
</tr>
<tr>
<td></td>
<td>Parking Lot</td>
<td>1</td>
<td>Fender bender.</td>
</tr>
<tr>
<td></td>
<td>Trespassing *</td>
<td>1</td>
<td>Banned customer entered the building.</td>
</tr>
<tr>
<td>GM</td>
<td>Trespassing *</td>
<td>1</td>
<td>Banned customer entered the library.</td>
</tr>
<tr>
<td></td>
<td>Erratic Behavior</td>
<td>1</td>
<td>Customer shouting profanities in the lobby.</td>
</tr>
<tr>
<td>DM</td>
<td>Verbal Abuse</td>
<td>1</td>
<td>Customer was asked to leave and began cursing at staff.</td>
</tr>
<tr>
<td></td>
<td>Theft of Library Materials</td>
<td>1</td>
<td>Customer donated books that turned out to belong to FCPL.</td>
</tr>
<tr>
<td>HE</td>
<td>Erratic Behavior</td>
<td>1</td>
<td>Customer became angry cursing at staff and throwing a phone.</td>
</tr>
<tr>
<td>KN</td>
<td>Building Emergency *</td>
<td>2</td>
<td>Clean water leak discovered in the meeting room; Alarm sounding regarding the library's boiler.</td>
</tr>
<tr>
<td>LO</td>
<td>Solicitation</td>
<td>1</td>
<td>Couple conducting their yard sale on library property.</td>
</tr>
<tr>
<td></td>
<td>Parking Lot *</td>
<td>1</td>
<td>Report of attempted theft of a bicycle.</td>
</tr>
<tr>
<td>TJ</td>
<td>Trespassing *</td>
<td>1</td>
<td>Banned customer entered the library.</td>
</tr>
<tr>
<td>WW</td>
<td>Verbal Abuse</td>
<td>1</td>
<td>Two teenage boys being verbally abusive.</td>
</tr>
<tr>
<td></td>
<td>Assault</td>
<td>1</td>
<td>Teenage girl threw a book at another customer.</td>
</tr>
<tr>
<td></td>
<td>Disruptive Behavior</td>
<td>1</td>
<td>Group of high school teens were being disruptive.</td>
</tr>
</tbody>
</table>

**Total Incidents October 2017**  
18

* Police, Fire Department, or FMD notified