<u>AGENDA</u>

Wichita Public Library Board of Directors Meeting Tuesday, September 20, 2022 – 12:00 p.m. Conference Room B & C Advanced Learning Library, First Floor 711 W 2nd, Wichita KS 67203

- 1. Call to Order/Introductions
 - a) Staff Presentation: Protocols for Culturally Responsive Organizations
- 2. Approval of the Agenda
- 3. Public Comment
- 4. Minutes of the August 16, 2022 Meeting
- 5. Unfinished Business
- 6. New Business
 - a) McNaughton Leasing Plan
 - b) Wichita Public Library Values Statement
 - c) Family Engagement Advisory Taskforce
- 7. Finance Committee Report
 - a) August Finance Report and Bills

General Fund Bills	\$768,114.57
Grant Fund Bills	\$38,352.55
Gift & Memorial Fund Bills	\$7771.33
<u>Total</u>	\$814,238.45

- a) Newsbank Subscription
- b) Mobile Hotspot Agreement
- c) Consumer Report Subscription
- 8. Operations Committee Report
 - a) Policy Updates
 - 1) PHI-004, Values Statement, new
 - 2) PHI-005, Library Bill of Rights, renumbered
 - 3) PHI-005.1, Library Initiated Programs as a Resource, renumbered
 - 4) PHI-006, The Freedom to Read, renumbered
 - 5) PHI-007, The Freedom to View, renumbered
 - 6) PHI-008, Libraries: an American Value, renumbered
 - 7) PHI-008, Code of Ethics, renumbered
 - 8) ORG-002.1, Collection Development Division, updated
 - 9) ORG-002.4, Education and Engagement Division, updated
 - 10) CUS-001, Customer Registration, updated
 - 11) CIR-004, Issuing Cards to Tour Groups or Classrooms, updated
 - 12) CIR-006, Interlibrary Loan, updated
 - 13) CIR-007, Circulation of Materials, updated
 - 14) CIR-010, Lost Items, updated
- 9. Planning & Facilities Committee Report

- 10. Public Affairs Committee Report
- 11. Support Organization Reports
- 12. Director of Libraries Report
- 13. Announcements
- 14. Adjournment



Monthly Activity Report August 2022

Service Highlights

Customers at the Advanced Learning Library are enjoying the advantages of Apple computers with the addition of two iMacs in the Digital Pavilion. Over the last several years, Apple computers were one of the most highly requested new technologies by Library users. While some customers just prefer Apple to PC, most customers want access for graphic design and video and photography editing, at which Apple computers excel. The Library was also seeing a higher demand for assistance with graphic design, photo editing, and audio production. In addition to providing graphic design elements, the iMacs complement the Advanced Learning Library's AV Studio, which is one of the Library's most used technology resources. The idea is customers can create content in the AV Studio and then use the iMacs to make edits, which frees up the AV Studio for more customers.

Staff created 21,482 new library e-cards for students as part of the partnership with USD259 to get all students in middle and high school library cards. Approximately 6,000 students already had a library card, resulting in roughly 15,000 new library users this semester. Staff worked with USD259 technology staff to create workflow for getting student information and creating the accounts. Library staff also worked with vendors to create a new library card type and make sure students have access to library resources. There are still a couple of databases that cannot be access with the student e-cards, but library staff and vendors continue to work on these issues.

The Library's Fall Gardening Series was presented in partnership with K-State Research and Extension – Sedgwick County Master Gardeners. This year's program was presented on Tuesday evenings inperson at the Advanced Learning Library, and Thursday evenings on Zoom. The Zoom programs were recorded and are available on the Library's YouTube channel. Here's the program attendance:

Program Name	Virtual Attendance	In-Person Attendance
Pollinator Gardens Inspired by the Kansas Prairie	91	25
A Garden Without Birds Is Not Complete	45	13
Becoming a Lazy Gardener	90	18
Fall Lawn Care – Tips for Growing the Best Lawn on the Block	47	21
Dealing with Soil Problems	34	10

After City Council approved the 2023 budget, Library staff began work to eliminate overdue fines for customers. Research has shown that overdue fines are not effective in encouraging customers to return library materials. Instead, overdue fines become a barrier to using the library. With the elimination of overdue fines, Wichita Public Library joins libraries across the country that choose to focus on access to information without barriers. We want customers using the Library to feel welcome and that their time is well spent. Many customers were grateful to learn of this change:

You're kidding me!? Wowza! Talk about a game changer. (That and being able to put holds without fees). Since there are no fees to hold books, I am now 45 books into the Caldecott list with my kids. Having 4 under 5, it's impossible to find those without destroying the place. You made it possible to read all of those to my kids. So thank you, thank you, thank you.

Other News

Thirty-nine customers are now certified to use the Library's 3D printers, while 146 customers have completed the first class and 84 customers completing both classes. Nineteen students have attended the Prusa class. Staff are exploring ideas to get more customers who have taken the classes certified and those customers who are certified to use the 3D printing services. Staff are looking at allowing customers to print longer than 3 hours when the 3D printer is not reserved.

Technology training staff continue to be busy as customers despite the end of the summer rush. Staff completed 204 book a librarian appointments in August. Customers were given assistance or unemployment filing, resume posting and printing, passport applications, printing court documents, phone assistance, tax forms, and online security issues. The section also taught 10 technology classes with 78 in-person students in attendance.

Sedgwick County Health Department operated two vaccine clinics at the Walters Branch in August. A few people getting first dose or booster shots won a \$40 VISA gift card at each clinic, which helped draw in a crowd.

A customer asked Rockwell Branch staff if they would allow them to borrow display space to show the community their deceased brother's collection of Cookie Monster memorabilia. Their brother was known for the oatmeal chocolate chip cookies he would give his family and friends. The collection included items like a clock, books, figurines, toys, needlework pictures, kitchen items and a jar filled with cookies. An executive from PBS Kansas liked the collection so much they extended an invitation to the customer to display the collection at their new building.

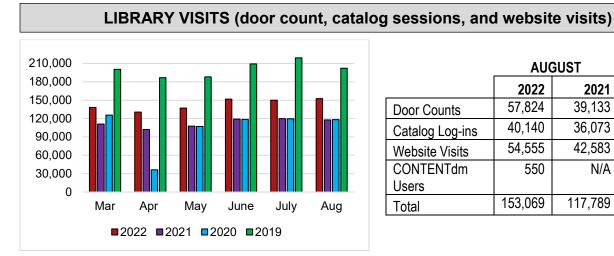
The Library gave presentations and held several booths and tables at community events in August, including: Country Acres Neighborhood Association at Redbarn Park; Maize Central Elementary School's Math and Reading Night; and Towne West's Back-to-School Glow Night.

The Wichita Public Library celebrated the return of Local Author Day on August 20! The day started with an author's panel, where selected published authors could share their journeys from idea to publication in an effort to inform and inspire. After that, the conference center filled up quickly with nearly 85 authors in attendance. More than 200 people attended the event, which celebrated the joys of both writing and reading.

Walters Library Branch staff met with Community Policing Officers from Patrol East to discuss how to handle disruptive behavior in the library. Wichita Police Department shared a presentation to help staff understand what disruptive patrons may be experiencing and how high emotions may be de-escalated. After the presentation, the officers took questions from staff about topics such as when to call them for help, what city ordinances are in place, and current issues facing the community near the branch. The meeting was a great opportunity for both city departments to meet face-to-face and build a rapport that will benefit the community they both serve.

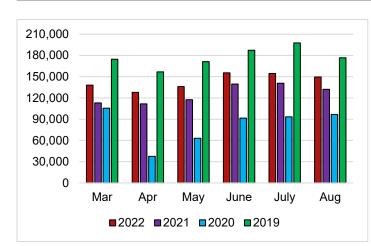
Over the last year, Library staff have collected photos, interviews and other pieces documenting the COVID-19 pandemic in Wichita. The "Tell Your COVID Story" project began through an ARPA grant from the Institute of Museum and Library Services to document the effect of COVID-19 in Wichita. You can now view these collected materials and listen to some interviews from residents in the Library's digital archives. <u>Click here to explore</u>.

Service Dashboard



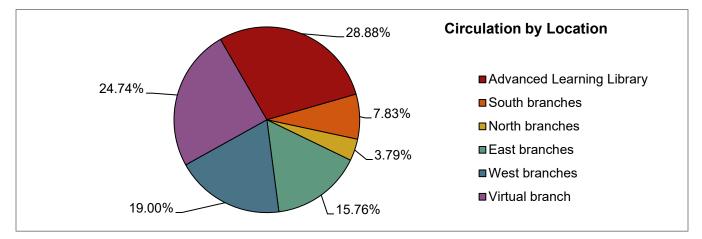
AUGUST				
	2022	2021	% change	
Door Counts	57,824	39,133	47.76%	
Catalog Log-ins	40,140	36,073	11.27%	
Website Visits	54,555	42,583	28.11%	
CONTENTdm	550	N/A	N/A	
Users				
Total	153,069	117,789	29.95%	

Due to an equipment malfunction, the door count at the Walters branch was over-reported from March-July 2022. The counts have been revised.

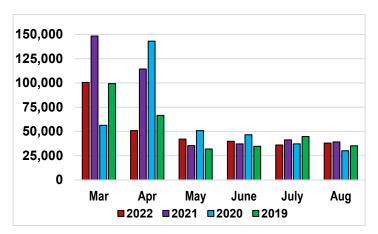


CHECKOUTS

	2022	2021	% change
Physical Circ	106,868	97,428	9.69%
Virtual Circ	42,692	34,674	23.12%
WPL	35,131	27,334	28.52%
State	7,561	7,340	3.01%
Total	149,560	132,102	13.22%

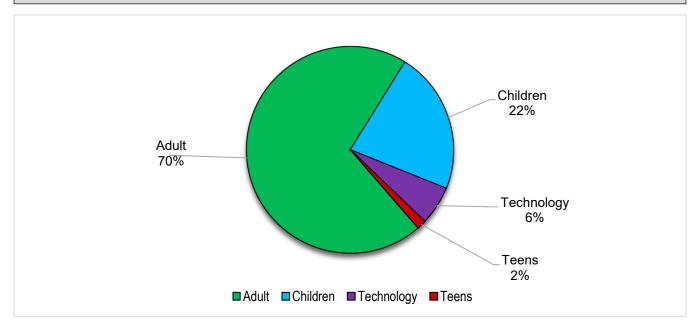


QUESTIONS ANSWERED (by staff in person/phone and through online services)

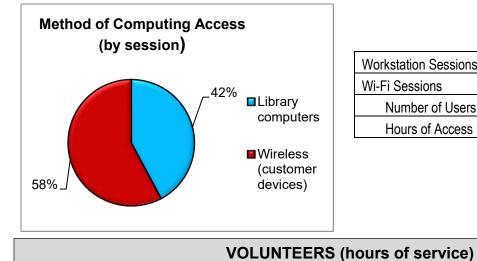


	AUG	UST	
	2022	2021	% change
Reference	6,227	6,501	-4.21%
Questions			
Database	28,604	29,997	-4.64%
Searches			
Technology	2,923	2,538	15.17%
Assistance			
Book-A-Librarian	206	192	7.29%
Appointments			
Total	37,960	39,228	-3.23%

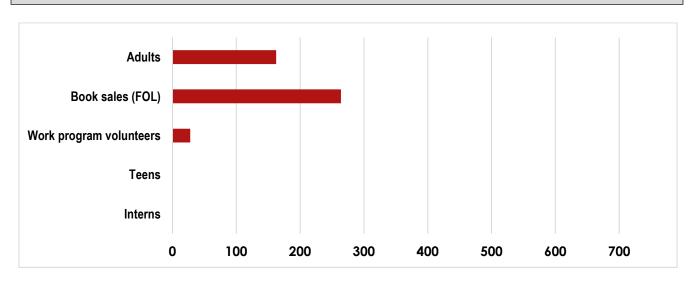
PROGRAM ATTENDANCE



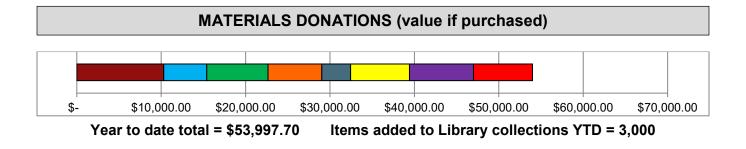
	AUGUST ATTENDANCE			
	2022	2021	% change	
Adult events	902	616	46.43%	
Children's events	285	0	N/A	
Technology training	78	99	-21.21%	
Teen events	19	0	N/A	
TOTAL	1,284	715	79.58%	



	AUGUST				
	2022	2021	% change		
Workstation Sessions	6,441	4,503	43.04%		
Wi-Fi Sessions	8,823	6,987	26.28%		
Number of Users	1,360	941	44.53%		
Hours of Access	9,754	7,822	24.70%		



Number of volunteers YTD = 134 Hours of service YTD = 4,500



Service Snapshot: Recent Raving Fans Stories

Dustin Boettcher (Alford Branch) helped a customer send a 70-page document to her insurance company. She had previously mailed them the information on a CD-ROM disc and was told they were not able to use it. Dustin helped her email the files to the insurance company and save the files on a flash drive so she could access them in the future.

A customer at the Rockwell Branch asked for help finding books by Ellen Hopkin, whose books they read as a teen. The customer (now in their late 20s or 30s) was embarrassed wanting to read books from the teen section. Katrina York reassured them there was nothing to be embarrassed about and that readers often find things in the books hit differently as adults than teens.

Eileen Ball and Andrea Porter (Westlink Branch) helped a customer who was having difficulty using Microsoft Excel to create an accounting document. Eileen and Andrea walked her through formatting, printing and more. The customer was incredibly grateful for their patience and knowledge. It allowed her to accomplish her purpose in an efficient manner with minimal stress.

Julian Pando (Evergreen Branch) received an internal Raving Fans from Sara Dixon (Advanced Learning Library) for helping at Local Author Day: *I just wanted to let you know how helpful Julian was on Saturday! He was ready to do whatever we needed to make the event run as smoothly as possible. He greeted people at the door, stuffed bags, assisted authors and the public, and made sure we got an accurate count of attendees…I appreciate his efforts!*

Advanced Learning Library Assistant Elizabeth Colflesh assisted a customer looking for a wide variety of books on various topics for her three-year-old child. The customer asked Elizabeth to teach her how to use the library's online catalog to find books for a specific age. She also wanted to know how to make a wish list of books for when her young son is older. Elizabeth and Library Assistant Robin Dauster tag teamed the request, with Robin pulling a stack of options while Elizabeth helped the customer learn how to use the online catalog. After looking through the book options pulled for her, the patron came back to tell staff that she was incredibly grateful for the help. She said the books were exactly what she was looking for and was glad to know how to find items quickly on the catalog.

A customer called the Advanced Learning Library needing information on veteran's survivor benefits. Cassie Fahey helped the customer who shared with her he was afraid because he has autism and could not remember whom to call regarding new benefits. Cassie gave him several Veteran Affairs numbers to call. The customer started to cry and told Cassie that all his life he's turned to librarians for help and that he was so happy he could pick up a phone talk with a real and caring person.

An elderly customer visited the Rockwell Branch requesting to replace their lost library card. Roman Gheesling created a new card and discussed what was available with the card. As a stroke patient who no longer had the capability to drive, the customer was interested in the electronic services and most pleased to hear about Libby. Roman showed the customer how to install Libby on their devices. The customer was grateful and appreciated the detailed help.

WICHITA PUBLIC LIBRARY

Minutes of a Meeting of the Library Board of Directors August 16, 2022.

The hybrid meeting of the Library Board of Directors was held on Tuesday, August 16, 2022 at the Advanced Learning Library with the following present in person: Ms. Abi Boatman, Dr. Justin Henry, Mr. Kevin McWhorter, Ms. Shelby Petersen, Dr. Maaskelah Thomas, and Mr. Jonathan Winkler. The following attended virtually: Ms. Donna Douglas, Ms. Lauren Hirsh, Mr. Randall Johnston, Ms. Shannon Littlejohn, and Ms. TaDonne Neal.

Call to Order

Kevin McWhorter called the meeting to order at 12:03 p.m., a quorum being present.

Staff Presentation

Digital Services Manager Jeff Tate provided information on public technology enhancements made within the Library. New items available in the AV studio at the Advanced Learning Library include virtual reality headsets, a drawing tablet, mixers and other editing tools, and a CriCut maker. Two iMacs have been added to the Digital Pavilion with three more to be added in 2023.

On October 8, 2022, the Advanced Learning Library will host a Day of Technology in the Conference Center, Tec-Novation Room, and other areas around the building to demonstrate the technology available at the Library. There will be 3D printing demonstrations, virtual reality goggles hooked up to the projectors, various Library of Things items out to use, a make-and-take craft project using the CriCut, and more. Partners in this event so far include MakeICT, Kansas Astronomical Observers, and WSU.

Approval of the Agenda

TaDonne Neal moved (Boatman) to approve the agenda as published. **Motion carried unanimously.**

Public Comment

None

Approval of Minutes

Minutes of the regular meeting held on July 19, 2022 were presented. Shannon Littlejohn moved (Neal) to approve the minutes as included in board packets. **Motion carried unanimously.**

Unfinished Business

On behalf of the Finance Committee, Jonathan Winkler moved (Henry) to receive and file the

Semi-Annual Report of the Gift and Memorials Account as included in board packets. Motion carried unanimously.

On behalf of the Finance Committee, Lauren Hirsh moved (Boatman) to receive and file the Semi-Annual Report of Staff Travel. **Motion carried unanimously.**

New Business

None

Finance Committee Report

On behalf of the Finance Committee, Jonathan Winkler moved (Henry) to approve the July finance report and supplemental bills in the following amounts: General Fund bills of \$780,493.71; Grant Fund bills of \$66,327.43; and Gift and Memorial Fund bills of \$24,004.79, for a total of \$870,825.93. **Motion carried unanimously.**

On behalf of the Finance Committee, Jonathan Winkler moved (Boatman) to approve the Ebsco subscription renewal at any invoiced amount up to \$31,000. Motion carried unanimously.

Operations Committee Report

No report.

Planning & Facilities Committee Report

No report.

Public Affairs Committee Report

No report.

Special Committee Reports

<u>Friends of the Library</u> – Amanda Shankle reported final planning is being done for the Friends retreat on August 27. The organization continues to work on recruiting new board members and volunteers as well as to prepare for the September 10 used book sale.

<u>Library Foundation</u> – Kristi Oberg reported that the Foundation's focus remains on family engagement. Evergy has recently made a grant to fund 26 Little Free Libraries at various locations spread throughout District 3 of the city; these will provide access to diverse books and help bridge families to the Dr. Ronald W. Walters branch for more resources. The Capital Campaign continues to work on launching a book delivery vehicle to allow the Library to strengthen out-of-building services.

<u>Wichita Genealogical Society (WGS)</u> – Julie Crawford reported that volunteers are working to digitize photos, documents, and maps for the website. In October, the Kansas Chapter of the

Daughters of the American Revolution (KSDAR) will hold a long-planned event at the Advanced Learning Library to celebrate the transfer of their collections into the Library. This gathering has been postponed since the beginning of the pandemic.

Director of Libraries Report

Director Prothro reported that the Education and Engagement Manager position vacated through Julie Sherwood's retirement has been filled by former Rockwell Branch Manager Savannah Ball.

On Saturday, August 20, the Advanced Learning Library will host its first Local Author Day since the arrival of COVID-19.

The increase for the Library collections allocated in the 2023 budget has come early, with \$255,000.00 now being available for disbursement.

In anticipation of the City Council voting to adopt the proposed budget for 2023-2024 on Tuesday, August 23, the Library has established a plan for phasing out overdue fines. On the day of the vote, the Library will announce that it will no longer assess overdue fines on customer accounts. On August 24, customer accounts that have previously accrued such fines will be updated to eliminate the charges. During the week of September 26 through October 2, the Library will host an amnesty week to allow patrons to return any library materials and thereby restore their accounts to good standing. This will be the first event of its kind in Library history. These changes add up to a big step towards eliminating financial barriers that prevent residents from using library services.

In-service training for Library staff will be held on October 10 and will focus on how the library serves its diverse city.

On October 28 the State Librarian, Ray Walling, will visit the Advanced Learning Library.

Work is underway to negotiate a short-term lease on a temporary location for the Westlink branch, as part of the preparations for the building expansion project.

Announcements

None

Adjournment

The meeting was adjourned at 12:55 p.m.

The next regularly scheduled meeting will be September 20, 2022.

Respectfully submitted,

Jaime Prothro

PURPOSE

As identified in the 2022 annual workplan, Wichita Public Library brought together a team of staff and a board representative to walk through the University of Oregon's *Protocol for Culturally Responsive Organizations* to assess WPL's current state and its ability to serve communities of color. Members of the team reached across branches and classifications and held four 2-hour work sessions to complete the assessment and build the recommended next steps. The team was comprised of:

- Dustin Boettcher, Library Assistant, Alford
- Kristi Dowell, Customer Service Manager
- Lauren Hirsh, Board of Directors
- Daniel Pewewardy, Adult Services Librarian, Advanced Learning Library
- Jaime Prothro, Director of Libraries
- Ben Ropp, Digital Services Librarian, Advanced Learning library
- Ofonime Sampson, Senior Librarian, Circulation

This tool was developed by the Health and Human Services Committee of the Coalition of Communities of Color (CCC) and includes 109 pieces of evidence that can support an organization's efforts to ensure policies, practices, and systems for equity-based services. The tool provides a set of resources to help take an organization from the assessment phase to action.

The assessment team's responsibilities were originally chartered to step through the nine domains of evidence, assign a score based on the structures that could be documented and establish a baseline for WPL. The team was prepped to share the assessment outcome to another group of staff who would then develop action steps. The team determined that this approach can be ideal for future year assessments. However, because of the integral conversations and multiple plans (ex. User Experience Team Recommendations for Implementing Findings in the *Advancing Racial Equity in WPL Branch Libraries Report*) already underway at WPL, the project team has pivoted slightly to create a document to bring forward to the Leadership Team and the Wichita Library Board of Directors. The assessment team recommends that the Leadership Team should be given the responsibility to enact identified actions, research needed elements, and move forward the work as part of the annual workplan.

SCORING REALITIES

We were honest. And flexible with the approach of the assessment. Each domain introduces a series of standards to explore the multitude (though not all-inclusive) of characteristics and bodies of work needed to effectively and comprehensively center organizational priorities to achieve equitable community service impacts. This is a new, intentional approach so Wichita Public Library scores are naturally low. In some domains, there are no visible or identifiable efforts present. The actions organizations can take to support equity in their design includes prioritization, decision-making, resource allocation, measurements, transparency, diverse voices and more.

Wichita Public Library, as a Department of the City of Wichita, has multiple layers of authority and governance. The team looked at each standard within the scope of what is in the Library's control to either change or influence. In some instances, the work may be outside the scope of what WPL can change. In any case, the scores reflect what evidence was available and how the library's own work is involved.



CUSTOMIZED APPROACH

The assessment gives a method for advancing the development of actions. The team made several decisions that veer from their recommendations based on energy already in place in planning and developments at the library as well as in the community. The assessment was created in 2014 and the team wants to recognize the amount of change and learning around structural and systemic racism that continues to evolve. Because of this, the project team identified three areas of priority for WPL to focus on to care for culture and strategy across all levels of the organization and to make changes that positively effect internal and external stakeholders. These priorities were selected not just because of the scores, but also because of where the Library is with culture throughout its work with stakeholders (Community, Board, City, Nonprofits, ...). These areas of priority include:

Our leadership: the team is interested in clarity from its leadership about where we are aiming. This includes the Board of Directors, leadership of the City Council and City Manager's office, and the Leadership Team. Having a strong leadership orientation will provide a north star and provide the direction and guardrails for this work.

Our staff: the team is interested in emphasizing staff readiness so there is a comprehensive understanding of the impact of racism, the importance of inclusion, and we don't need to wait to start that. This work is critical in order to be respectful of our approaches in our work.

Our community: What does community engagement look like among all levels of staff at the Library? Who isn't using library services and how can we talk with them? How can we change approaches with programs and services immediately to advance this work?

Any actions will need to take into consideration application at a system or branch level, and even within the scope of city policies. All actions should include change and influence on immediate work and focus on long-term improvements.

During this project, the Urban Library Council's Anti-Racism Benchmarks in the Edge 360 assessment tool. This assessment was completed by Leadership Team in parallel to this project's efforts and will continue to be another measurement used in the future. The Edge 360 results appear at the end of this report.

EXPLICIT GOALS

Leadership Team will establish and communicate big picture goals that improve access to library services, transparency of efforts through reporting, and drive the overall effort to improve racial equity, inclusion and cultural responsiveness within each of the domains. Leadership Team will also ensure the goals can be measured.

Domain Order (weakest to highest) with ideas for action to improve in 2023 or set up the next steps for approximately 3 years.

- 1. Domain 2: Racial Equity Policies and Implementation Practices (Score: 0%)
- Leadership
 - Explore its vision, assets, and opportunities in order to improve some of the following:
 - Board and Leadership education and development
 - Draft and adopt a racial equity policy
 - Begin deliberate documentation of successes and evidence of progress
 - Library Board has agreement on responsibilities for racial equity and cultural responsiveness
 - Leadership Team to create an annual equity plan that integrates into the department's annual workplan efforts
- Staff
 - Edit job descriptions to include responsibilities for racial equity and cultural responsiveness
 - Conduct and promote ongoing training and learning opportunities for staff
 - Engage with new voices in the community, partners, associations, etc.
 - As part of the Staff Engagement Project, link EDI as a recognition and rewards program to adhere to identified responsibilities
 - Add personal development EDI goals to annual evaluations after baseline departmental training and job descriptions have been updated
- Community
 - Utilize Gale Analytics to understand the diversity of our community among library users/non-users
 - Create community engagement strategy that describes roles for all library staff and volunteers
 - Review programs and services with an equity/cultural responsiveness lens

- 2. Domain 5: Service User Voice and Influence (Score: 0%)
 - Leadership
 - Communicate need to broaden applications for Library Board of Director openings. One way to do this could include announcing in respective City Council districts via community organizations in those areas directing them to COW website/process
 - Develop a customer satisfaction survey that is shared with the community
 - Connect directly with local community leaders to understand interests
 - Staff
 - Work with staff to understand the importance of customer feedback (with emphasis on this topic) as well as having a comprehensive knowledge of WPL customer feedback processes
 - Community
 - o Build relationships and share successes and work that is being done at the Library
 - Engagement in a customer satisfaction survey, first gathering information from key communities by visiting with leaders where they lead
 - How do you feel when you use the library?
 - How do you think others' experience the library?
 - Review current methods of customer comment and complaint processes to determine if any changes should be made

3. Domain 6: Workforce Composition and Quality (Score: 1.7%)

- Leadership
 - Ensure job descriptions include expectations for lead staff who have workforce alliance responsibilities
 - Develop a plan to diversify the workforce
 - Evolve recruitment and interview strategies so staff reflect community demographics
- Staff
 - Look for staff training opportunities to implement regarding histories and issues facing communities of color
 - Establish awareness and competencies for staff to confidently address issues of discrimination, microaggressions, and patterns of exclusion
- Community
 - \circ $\,$ Look for resources within communities of color to advertise COW/Library positions
 - Establish year-long teen volunteer opportunities for Wichita youth to see future employment with the library
- 4. Domain 4: Service Based Equity (Score: 4.9%)
 - Leadership
 - Engage Public Affairs Committee in discussion and guidance about Library's voice in advocacy of equity, diversity, and inclusion efforts

- Conduct a review of current partnerships and possible partnerships to improve access for the communities we serve
- o Conduct a review of all signage and print items to reflect languages used by community
- Staff
 - Training for staff to ensure customers get what they need/tell us how they feel
 - Training for staff on micro-aggressions and cultural responsiveness skills
 - Clarify and ensure staff are aware of community disparities in order to ensure we meet needs
- Community
 - Provide all marketing materials in English and Spanish as an initial step toward language accessibility for our community
 - Create a dashboard for tracking programs and statistics focused on equity and cultural responsiveness

5. Domain 8: Resource Allocation and Contracting Practices (Score: 3%)

- Leadership
 - Track expenditures for programs and presenters whose efforts help to achieve cultural responsiveness
 - Conduct a routine diversity audit of all collections and address findings through collection development strategies
 - \circ $\;$ Advocate with the City to embrace and develop its policies to improve EDI efforts
 - Review collection development policy to learn if there are EDI changes that will help support priority efforts
 - Integrate into Edge360 assessment action steps that will inventory current digital accessibility software and build a plan for improving accessibility for language and inclusion needs
- Staff
 - Take steps towards prioritizing time and financial resources that support inclusion and equity
 - Document and celebrate what's going well with materials collections content and use and annually identify goals for how it can continue to improve
- Community
 - o Contract with diverse community presenters and partners

6. Domain 9: Data, Metrics and Quality Improvement (Score: 4.9%)

- Leadership
 - Track workforce demographics for WPL to understand annual changes in staff diversity.
- Staff
 - Evaluate effectiveness of staff training efforts regarding anti-racism, equity, diversity and inclusion. Develop a way to measure staff training investment efforts in this area
 - Explore translation services opportunities and collaborate with partners and state libraries to expand translation options for communicating with customers
- Community

- Understand all languages spoken in the Wichita and review resource allocations to support library use in those languages
- 7. Domain 7: Community Collaboration (Score: 7.3%)
 - Leadership
 - Commit to a community-focused Strategic Planning process by late 2023/24 to understand needs, what is exciting, and what is worrying our community
 - Understand the policy issues of importance to communities of color
 - Staff
 - Coordinate community outreach efforts to understand the services and needs of area partners and providers, and ensure staff are connecting the community to needed resources (local and city-wide)
 - Improve awareness of staff on goals and community engagement responsibilities
 - Identify key community leaders to contribute ideas for resources that the "library needs to know about"
 - Community
 - Conduct focus groups with community organizations, representatives and community members for input and perspectives regarding desired improvements to WPL services as part of a future strategic planning process
- 8. Domain 1: Commitment, governance, and leadership (Score: 22.5%)
 - Leadership
 - Work with the Library Board to ensure their work reflects organizational commitment to racial equity and inclusion
 - o Review mission and vision statements
 - Keep racial and linguistic statistics for diversity of Library Board
 - o Continue to inform Library Board of equity work for Board minutes
 - Staff
 - Encourage staff participation in coalitions and advocacy bodies that press public policy and institutional reforms
 - Community
 - Determine if or how a Community Advisory Board could be WPL's model and if it is not then develop a system for ongoing community consultations about services
- 9. Domain 3: Organizational Climate, Culture and Communications (Score: 24%)
 - Leadership
 - o Develop and implement new organizational values in 2022/23
 - \circ $\;$ Present training opportunities to the Library Board of Directors
 - Staff

- o Assess languages represented with building signage and update as needed
- o Inventory interior and exterior artwork so that it reflects local races and backgrounds
- Community
 - Annual assessment of languages spoken in Wichita and review of how collections and communications meet community needs.



Assessment Results

WICHITA PUBLIC LIBRARY

		Your library	Library peers	Possible total
Leadership		350	462	1,000
BENCHMARK 1: LIBRARY LEADER VISIBILITY		350	295	500
1.1 Library Director/CEO Communication		350	295	500
1.1.1 The library director/CEO has established and communicated that anti-racism is a priority of the library.	Yes	100	80	100
1.1.2 The library director/CEO leads the library's anti-racism efforts OR has a designee that is an executive or senior-level manager.	Yes	100	90	100
1.1.3 The library director/CEO or their designee communicates directly with all staff about the organization's anti-racism plan and its intended outcomes.	In Progress	50	47	100
1.1.4 The library director/CEO or their designee communicates directly with the library board, executive team and key stakeholders on the organization's anti-racism plan.	In Progress	50	50	100
1.1.5 The library director/CEO or their designee reports at least annually on the measured progress with staff, library board, executive team and key stakeholders.	In Progress	50	27	100

	0	167	500
	0	167	500
No	0	45	100
No	0	47	100
No	0	30	100
No	0	20	100
No	0	25	100
	417	583	1,000
	361	499	833
	361	499	833
Yes	56	22	56
Yes	56	19	56
In Progress	28	36	56
	No No No No Yes Yes	No 0 No 361 Yes 56 Yes 56	No 0 45 No 0 47 No 0 30 No 0 20 No 0 25 No 0 25 No 10 25 Yes 361 499 Yes 56 22 Yes 56 19

3.1.4 The library has a designated staff person to lead anti- racism work.	No	0	32	56
3.1.5 There is a budget that supports staff and the activities within the anti-racism plan.	No	0	22	56
3.1.6 The library reviews and measures the diversity of the:		83	129	167
Library Board	In Progress			
Executive Team	Yes			
Staff	Yes			
Human resources policies and practices 3.1.7 To promote equitable outcomes with the library, the libra Professional development policies and practices	No ary reviews: Yes	28	72	111
3.1.8 To ensure equitable allocations of resources and investments, the library evaluates and measures its:		56	111	167
Public program policies and practices	No			
Public services policies and practices	Yes			
Collections policies and practices	No			
3.1.9 The library evaluates and measures the needs of each of its facilities to ensure equitable allocation of resources and investments.	Yes	56	31	56
3.1.10 The library has a tool or method for staff to share concerns about inequities to appropriate department.	No	0	24	56
BENCHMARK 4: BUILDING STAFF EXPERTISE		56	85	167
4.1 Sustaining a diverse and inclusive workplace		56	85	167
4.1.1 The library provides professional development on anti- racism for its executive leadership team.	In Progress	28	32	56

4.1.2 The library team responsible for leading anti- racism efforts has received training.	No	0	31	56
4.1.3 The library provides anti-racism training for all staff.	In Progress	28	22	56
Programs and Services		250	637	1,000
BENCHMARK 5: CREATING COMMUNITY		250	637	1,000
5.1 Creating safe and inclusive spaces		250	637	1,000
5.1.1 The library creates opportunities for staff to come together for critical conversations.	In Progress	250	375	500
5.1.2 The library ensures opportunities for employees to form groups around shared interests and needs.	No	0	262	500



INTEROFFICE MEMORANDUM

TO:	Library Board of Directors
FROM:	Sarah Kittrell, Collection Development Division Manager
SUBJECT:	Update on McNaughton Book Leasing Plan
DATE:	September 12, 2022

Background: Brodart Co., one of the Library's main book vendors, is the parent company of McNaughton, a company that offers a book leasing plan. In this plan, the library would pre-purchase credits at ~\$18.50 a credit, then use these credits to lease books. When the books are no longer needed, the Library can return these books to McNaughton.

The subscription price builds in that the library will retain 20% of the materials (due to loss or damage, or WPL would like to keep it, etc.) and will be expected to either return or purchase (at a reduced rate, currently \sim \$2 a book) 80% of the books.

The Library is interested in this plan for two main purposes:

- Covering the gap between the end of our ordering year (i.e., when all invoices need to be paid prior to the City closing the books) and the beginning of our next ordering year. Traditionally these titles have been pushed to the next fiscal year. Using the leasing plan, these items will instead arrive on or near their release date and will decrease our customers' waits for these materials, potentially significantly.
- 2) Purchasing additional copies of popular titles throughout the year to meet customer demand in the moment, knowing that these copies can be returned once demand has waned. This will allow the library to better manage shelf capacity.



INTEROFFICE MEMORANDUM

TO:	Library Board of Directors
FROM:	Jaime Prothro
SUBJECT:	Wichita Public Library Values Statement
DATE:	September 13, 2022

Background: Staff engagement is fundamental to the delivery of successful public service. A 2022 workplan project identified two areas of development needed to advance this work: benchmarking staff engagement in the organization's work and the support they receive to do their jobs, and revision of a staff recognition program.

Analysis: As a result of departmental conversations that included a SOAR assessment, New Employee Orientation focus groups, and a supervisory retreat, leadership identified that a clear description of the core values employees should embody are needed, and should be integrated into WPL policy Libraries: An American Value.

In June and July 2022, 84 staff (75% of the department) participated in a values prioritization exercise there they selected the fifteen, then eight, then three values that are most deeply held that both inspire and hold staff accountable to cohesive service approach. The exercise results showed that staff prioritized values of accountability, collaboration, diversity, integrity, knowledge, reliability, respect, service, and teamwork.

In August 2022, supervisors further ranked the value concepts to narrow to those that will take the organizational culture from a transactional service to one that deepens relationships and fosters staff innovation and judgment. Leadership Team then further discussed and refined the concepts to ensure clarity in language.

The proposed language, which specifies three guiding values, is included in the policy updates within this packet. The values statement articulates:

Trust and Service are City of Wichita values that influence our interactions and decisions. We recognize that Wichita Public Library, as a social institution, has a duty to advance equity through library services to ensure all residents experience a sense of belonging. To support this work, we are guided by the following values:

Community: We embrace our role as a community anchor. Our services evolve to meet the needs of our residents.

Diversity: We respect, reflect, and value differences. Our services are inclusive and actively affirm the varied needs and interests of everyone.

Opportunity: We support curiosity, exploration, and learning for all individuals. We actively seek opportunities for our staff and community to learn, grow and thrive.

Financial Considerations: none

Legal Considerations: Library policies are authorized by the Library Board

Recommendations/Actions: It is recommended that the Library Board adopt a new Values Statement policy



INTEROFFICE MEMORANDUM

ГО:	Library Board of Directors
FROM:	Jaime Prothro
SUBJECT:	Family Engagement Taskforce
DATE:	September 13, 2022
SUBJECT:	Family Engagement Taskforce

As a result of funding for the Branch Master Plan's capital improvement plans for branch locations, specific emphasis will be placed on strengthening services to families who are caring for children under the age of 5. This family engagement focus will add new services and programs that includes facility updates, strengthening out-of-building community connections, and will be a multi-year undertaking to actualize and establish long-term outcomes. Library Leadership requests several volunteers from the Board of Directors to participate on a short-term advisory taskforce to provide support and direction for upcoming service enhancements.

Goal: Establish a two-year Family Engagement Taskforce comprised of members from the Library Board of Directors as well as key community partners to provide collaborative guidance on the development of strengthened Family Engagement services, which will include:

- 1. Ages and Stages Questionnaires for parents to assess their child's developmental milestones as a determinate for interventions that can assist with language skills and reading readiness
- 2. Application for and implementation of American Library Association's Family Place Libraries in each branch
- 3. Branch remodels at Alford, Angelou, Rockwell and Westlink, which will include deliberate family engagement spaces
- 4. Volunteerism programs that will strengthen the capacity for delivering service
- 5. Launching mobile book deliveries with priority service families who are not receiving service from licensed childcare, are experiencing barriers to using the library, and who have children aged 0-5.

Activities: Responsibilities may transform over time, but in the first year the taskforce will be knowledgeable about the design and delivery of family engagement services. They will provide expertise and will brainstorm with library staff responsible for this work to ensure that partnerships and community needs are being met. This team will help establish outcome metric categories that will be tracked over time. The taskforce will also guide necessary Library Board of Directors education for ongoing and strengthened support for helping early readers thrive.

Time Commitment: Meet once per quarter beginning in January 2023, with an agenda that balances information, collaboration, and outcomes development.

WICHITA PUBLIC LIBRARY BOARD OF DIRECTORS Finance Committee Agenda Tuesday, September 20, 2022, 11:30am Collaboration Room 204 Advanced Learning Library, 711 W 2nd St, Wichita, KS 67203

- 1. Call to Order
- 2. Review of August Bills and Finance Reports
 - Revenue Report
 - Grant Fund Summary Report
 - Report of Expenditures

General Fund Bills	\$768,114.57
Grant Fund Bills	\$38,352.55
Gift & Memorial Fund Bills	\$7771.33
<u>Total</u>	\$814,238.45

- 3. Westlink Capital Improvement Plan Budget
- 4. Other items from Committee Members
- 5. Adjournment

REVENUE REPORT - AUGUST 2022

OBJECT	ACCOUNT DESCRIPTION	BUDGET	мо	NTHLY REVENUE TARGET	RECEIVED IN MONTH	R	RECEIVED YTD	% RECEIVED YTD
422110	Library Desk Receipts (Fines)	\$ 128,798.00	\$	10,303.84	\$ 14,487.23	\$	129,482.36	100.53%
422111	Library Desk Receipts (Faxes)	\$ -	\$	-	\$ 781.00	\$	3,774.00	0.00%
422112	Library Desk Receipts (Passports)	\$ -	\$	-	\$ 2,520.00	\$	11,550.00	0.00%
423030	Meeting Room Rentals	\$ 16,695.00	\$	1,252.13	\$ 1,087.50	\$	5,422.50	32.48%
424011	Copy Charges	\$ 7,524.00	\$	601.92	\$ 1,189.10	\$	8,438.80	112.16%
424101	Public Computing Charges	\$ 11,450.00	\$	916.00	\$ 2,445.65	\$	13,168.68	115.01%
646981	State Setoff Collections	\$ 76,000.00	\$	6,080.00	\$ 9,233.74	\$	127,985.21	168.40%
646990	Other Non-Operating Revenue	\$ -	\$	-	\$ -	\$	-	0.00%
646998	Cash Over/Short	\$ -	\$	-	\$ -	\$	-	0.00%
	TOTAL	\$ 240,467.00	\$	19,153.89	\$ 31,744.22	\$	299,821.55	124.68%

March 2022 began reporting fax and passport revenue. Fax had been included in Library Receipts (Fines). Passport is a brand new service.

GENERAL FUND SUMMARY REPORT AUGUST 2022

OBJECT	ACCOUNT DESCRIPTION	АР	APPROVED PROPRIATION	RENT MONTH PENDITURES		CURRENT MONTH ENCUMBRANCES		MONTH ENCUMBRANCES		YTD XPENDITURES	BALANCE	PERCENT EXPENDED
511000	Base Compensation	\$	5,297,798.00	\$ 395,369.44	\$	- 5	\$	3,431,607.66	\$ 1,866,190.34	65%		
511950	Year-end Payroll Accrual	\$	-	\$ -	\$	- 5	\$	-	\$ -	#DIV/0!		
511999	Planned Savings	\$	(936,264.00)	\$ -	\$	- 5	\$	-	\$ (936,264.00)	0%		
512000	Special Compensation	\$	1,800.00	\$ 684.62	\$	- 5	\$	10,463.86	\$ (8,663.86)	581%		
512051	Mileage Reimbursement	\$	-	\$ 34.40	\$	-	\$	428.53	\$ (428.53)	#DIV/0!		
513020	Premium Overtime	\$	-	\$ 907.27	\$	-	\$	3,968.71	\$ (3,968.71)	#DIV/0!		
518200	Employer Wage Taxes & WC	\$	465,253.00	\$ 33,178.13	\$	-	\$	289,255.60	\$ 175,997.40	62%		
518300	Employer Share EE Insurance	\$	1,067,244.00	\$ 75,581.96	\$	-	\$	606,477.64	\$ 460,766.36	57%		
518400	Employer Share Pension/Retire	\$	556,487.00	\$ 40,264.67	\$	-	\$	352,070.67	\$ 204,416.33	63%		
521011	Electricity	\$	299,449.00	\$ 36,675.11	\$	-	\$	174,025.89	\$ 125,423.11	58%		
521021	Natural Gas	\$	41,004.00	\$ 9,517.32	\$	-	\$	58,171.07	\$ (17,167.07)	142%		
521030	Water Service	\$	11,004.00	\$ 6,432.08	\$	-	\$	17,817.48	\$ (6,813.48)	162%		
521050	Trash Service	\$	5,404.00	\$ 437.00	\$	- 5	\$	2,998.20	\$ 2,405.80	55%		
521060	Local Telephone Service	\$	16,000.00	\$ 427.00	\$	-	\$	3,782.00	\$ 12,218.00	24%		
522010	PBX Line Charges	\$	11,172.00	\$ 1,007.00	\$	- 5	\$	7,777.35	\$ 3,394.65	70%		
522020	PBX Instrument Charges	\$	18,915.00	\$ 1,637.50	\$	-	\$	12,813.25	\$ 6,101.75	68%		
522030	IT Moves & Changes	\$	100.00	\$ -	\$	-	\$	-	\$ 100.00	0%		
522040	Long Distance & Teleconference	\$	2,000.00	\$ 30.05	\$	-	\$	233.40	\$ 1,766.60	12%		
522070	Voicemail	\$	3,912.00	\$ 333.00	\$	-	\$	2,636.00	\$ 1,276.00	67%		
522080	Automatic Call Distribution	\$	786.00	\$ 65.50	\$	-	\$	524.00	\$ 262.00	67%		
522990	Other Communications Charges	\$	1,275.00	\$ -	\$	-	\$	-	\$ 1,275.00	0%		
523010	Building & Contents Insurance	\$	88,971.00	\$ -	\$	-	\$	44,485.50	\$ 44,485.50	50%		
523020	Vehicle Liability Premiums	\$	870.00	\$ -	\$	-	\$	435.00	\$ 435.00	50%		
524010	Recruitment & Hiring	\$	3,140.00	\$ -	\$	-	\$	65.00	\$ 3,075.00	2%		
524020	Employee Travel & Training	\$	1,600.00	\$ -	\$	-	\$	-	\$ 1,600.00	0%		
525013	Drug Screening	\$	-	\$ 285.00	\$	-	\$	3,251.00	\$ (3,251.00)	#DIV/0!		
525070	Background Checks	\$	-	\$ 224.00			\$	672.00	\$ (672.00)	#DIV/0!		
525083	Textile Rental & Laundry Svcs	\$	2,925.00	\$ 164.50	\$	-	\$	1,003.21	\$ 1,921.79	34%		
525990	Other Professional Services	\$	22,970.00	\$ 1,628.65	\$	-	\$	21,073.55	\$ 1,896.45	92%		
526010	Motor Pool Scheduled Charges	\$	3,720.00	\$ 310.00	\$	- 5	\$	2,480.00	\$ 1,240.00	67%		
526020	Building Repair & Maint	\$	13,630.00	\$ -	\$	-	\$	1,761.20	\$ 11,868.80	13%		
526042	Pest Control Services	\$	13,000.00	\$ 1,761.08	\$	-	\$	6,319.76	\$ 6,680.24	49%		
526044	Bldg Security & Fire Services	\$	-	\$ -	\$	-	\$	2,097.57	\$ (2,097.57)	#DIV/0!		
526070	Equipment Repair & Maint	\$	5,421.00	\$ 80.00	\$	-	\$	3,742.20	\$ 1,678.80	69%		

GENERAL FUND SUMMARY REPORT AUGUST 2022

OBJECT	ACCOUNT DESCRIPTION	APPROVED PROPRIATION	 RENT MONTH	EN	CURRENT MONTH NCUMBRANCES	E)	YTD (PENDITURES	BALANCE	PERCENT EXPENDED	
526080	Grounds Maintenance	\$ -	\$ -	\$	-	\$	-	\$ -	#DIV/0!	
526092	Facility Rental	\$ 52,060.00	\$ 4,088.24	\$	-	\$	36,794.16	\$ 15,265.84	71%	
529010	Bank Charges	\$ 5,000.00	\$ 531.35	\$	-	\$	4,294.02	\$ 705.98	86%	
529020	Postage	\$ -	\$ 256.25			\$	1,202.85	\$ (1,202.85)	#DIV/0!	
529021	Express Mail	\$ 4,000.00	\$ -	\$	-	\$	-	\$ 4,000.00	0%	
529030	Shipping & Freight	\$ -	\$ -	\$	-	\$	-	\$ -	#DIV/0!	
529040	Subscriptions	\$ -	\$ -	\$	-	\$	-	\$ -	#DIV/0!	
529061	Organizational Memberships	\$ 3,195.00	\$ -	\$	-	\$	10,960.00	\$ (7,765.00)	343%	
529070	Printing & Copying	\$ 23,472.00	\$ 1,083.58	\$	-	\$	17,857.69	\$ 5,614.31	76%	
529110	Advertising	\$ -	\$ -	\$	-	\$	41.05	\$ (41.05)	#DIV/0!	
529141	Software License & Maint Fees	\$ -	\$ -	\$	-	\$	2,026.47	\$ (2,026.47)	#DIV/0!	
529150	Data Center Charges	\$ 1,233,031.00	\$ 102,754.23	\$	-	\$	822,033.84	\$ 410,997.16	67%	
529990	Other Contractuals	\$ 109,111.00	\$ 6,359.88	\$	-	\$	49,239.02	\$ 59,871.98	45%	
531010	Computing Supplies	\$ 900.00	\$ -	\$	-	\$	1,788.75	\$ (888.75)	199%	
531020	Office Supplies	\$ 48,575.00	\$ 5,133.50	\$	-	\$	24,539.46	\$ 24,035.54	51%	
531030	Custodial Supplies	\$ 6,000.00	\$ -	\$	-	\$	2,215.49	\$ 3,784.51	37%	
532020	Automotive Parts & Supplies	\$ -	\$ -	\$	-	\$	59.70	\$ (59.70)	#DIV/0!	
532990	Other Equip Parts & Supplies	\$ 450.00	\$ -	\$	-	\$	-	\$ 450.00	0%	
539012	Gasoline	\$ 2,996.00	\$ 421.71	\$	-	\$	2,567.32	\$ 428.68	86%	
549010	Furniture & Fixtures <\$5k	\$ 9,990.00	\$ -	\$	-	\$	2,214.98	\$ 7,775.02	22%	
549020	Data Processing Equip <\$5k	\$ 9,665.00	\$ 180.64	\$	-	\$	982.51	\$ 8,682.49	10%	
549110	Library Materials	\$ 738,689.00	\$ 40,269.91	\$	-	\$	354,878.73	\$ 383,810.27	48%	
	Expense Total	\$ 9,266,720.00	\$ 768,114.57	\$	-	\$	6,396,133.34	\$ 2,870,586.66	69%	

Grant Fund Summary Report AUGUST 2022

Grant		eginning Balance /01/2022	Revenue Received	Admin Charges	Co	ontractuals	Materials	Supplies & Pettv Cash	E	quipment	Е	Total xpenditures	End	cumbrances	Remaining Balance 8/31/2022
SCKLS 2021	\$	199,062.01	\$ -	\$ -	\$	-	\$ 25,774.42	\$ -	\$	-	\$	25,774.42	\$	-	\$ 173,287.59
SCKLS 2022	\$	130,182.00	\$ -	\$ -	\$	-	\$ -	\$ -	\$	-	\$	-	\$	-	\$ 130,182.00
State Aid 2022	\$	47,175.13	\$ -	\$ -	\$	4,757.65	\$ 2,270.43	\$ 209.94	\$	5,340.11	\$	12,578.13	\$	-	\$ 34,597.00
Totals	\$	376,419.14	\$ -	\$ -	\$	4,757.65	\$ 28,044.85	\$ 209.94	\$	5,340.11	\$	38,352.55	\$	-	\$ 338,066.59

Org: 10000080

B - Base Compe	ensation		
	0 Base Compensation		
	Payroll, ADJ8.05.22	\$37.67	
	Payroll, ADJ8.19.22	\$695.28	
	Payroll, PP08.05.22	\$196,893.01	
	Payroll, PP08.19.22	\$197,743.48	
Total 5	511000 Base Compensation	\$395,369.44	
otal 1B - Base C	Compensation	\$395,369.44	
F - Special Com	ipensation		
51200	0 Special Compensation		
	Payroll, PP08.05.22	\$417.31	
	Payroll, PP08.19.22	\$267.31	
Total 5	12000 Special Compensation	\$684.62	
51205	1 Mileage Reimbursement		
	Payroll, 4432	\$10.41	
	Payroll, 4508	\$23.99	
Total 5	512051 Mileage Reimbursement	\$34.40	
otal 1F - Specia	l Compensation	\$719.02	
J - OT Compens	sation		
51300	0 Overtime Compensation		
	Payroll, PP08.05.22	\$758.48	
	Payroll, PP08.19.22	\$148.79	
	Fayroll, FF00.19.22		
Total 5	513000 Overtime Compensation	\$907.27	
	513000 Overtime Compensation	\$907.27 \$907.27	
Total 5 otal 1J - OT Cou N - Employee B	513000 Overtime Compensation mpensation		
otal 1J - OT Co N - Employee B	513000 Overtime Compensation mpensation		
otal 1J - OT Co N - Employee B	513000 Overtime Compensation mpensation Benefits		
otal 1J - OT Co N - Employee B	513000 Overtime Compensation mpensation Benefits 0 Employer Wage Taxes & WC	\$907.27	
otal 1J - OT Co N - Employee B	513000 Overtime Compensation mpensation Benefits 0 Employer Wage Taxes & WC Payroll, ADJ8.05.22	\$907.27	
otal 1J - OT Co N - Employee B	513000 Overtime Compensation mpensation Benefits 0 Employer Wage Taxes & WC Payroll, ADJ8.05.22 Payroll, ADJ8.19.22	\$907.27 \$3.32 \$53.89	
otal 1J - OT Col N - Employee B 51820	513000 Overtime Compensation mpensation Benefits 0 Employer Wage Taxes & WC Payroll, ADJ8.05.22 Payroll, ADJ8.19.22 Payroll, PP08.05.22	\$907.27 \$3.32 \$53.89 \$16,555.86	
otal 1J - OT Con N - Employee B 518200	513000 Overtime Compensation mpensation Benefits 0 Employer Wage Taxes & WC Payroll, ADJ8.05.22 Payroll, ADJ8.19.22 Payroll, PP08.05.22 Payroll, PP08.19.22	\$907.27 \$3.32 \$53.89 \$16,555.86 \$16,565.06	
otal 1J - OT Con N - Employee B 518200	513000 Overtime Compensation mpensation Benefits 0 Employer Wage Taxes & WC Payroll, ADJ8.05.22 Payroll, ADJ8.19.22 Payroll, PP08.05.22 Payroll, PP08.19.22 518200 Employer Wage Taxes & WC	\$907.27 \$3.32 \$53.89 \$16,555.86 \$16,565.06	

	J	5
	518400 Employer Share Pension/Retire	
	Payroll, PP08.05.22	\$20,119.74
	Payroll, PP08.19.22	\$20,144.93
	Total 518400 Employer Share Pension/Retire	\$40,264.67
Total 1N	N - Employee Benefits	\$149,024.76
Total 10	001 - Library - Personnel	\$546,020.49
10002 - Libr	ary - Contractuals	
2B - Util	lities	
	521011 Electricity - EDI	
	EVERGY KANSAS CENTRAL INC	\$36,675.11
	Total 521011 Electricity - EDI	\$36,675.11
	521021 Natural Gas - EDI	
	BLACK HILLS UTILITY HOLDING INC	\$66.58
	ENCORE ENERGY SERVICES	\$7,354.51
	ONE GAS INC	\$2,096.23
	Total 521021 Natural Gas - EDI	\$9,517.32
	521030 Water Service	
	City of Wichita	\$6,432.08
	Total 521030 Water Service	\$6,432.08
	521050 Trash Service	
	BEST VALUE SERVICES LLC	\$437.00
	Total 521050 Trash Service	\$437.00
Total 2B	8 - Utilities	\$53,061.51
2F - Tec	hnology Charges	
	521060 Local Telephone Service	
	City of Wichita	\$427.00
	Total 521060 Local Telephone Service	\$427.00
	522010 PBX Line Charges	
	City of Wichita	\$1,007.00
	Tatal 522010 DDV Line Channes	\$1,007.00
	Total 522010 PBX Line Charges	\$1,007.00
	522020 PBX Instrument Charges	\$1,001.00
		\$1,637.50
	522020 PBX Instrument Charges	·
	522020 PBX Instrument Charges City of Wichita	\$1,637.50
	522020 PBX Instrument Charges City of Wichita Total 522020 PBX Instrument Charges	\$1,637.50

	522070 Voicemail	
	City of Wichita	\$333.00
	Total 522070 Voicemail	\$333.00
	522080 Automatic Call Distribution	
	City of Wichita	\$65.50
	Total 522080 Automatic Call Distribution	\$65.50
	529150 Data Center Charges	
	City of Wichita	\$102,754.23
	Total 529150 Data Center Charges	\$102,754.23
Total 2F -	Technology Charges	\$106,254.28
2R - Profe	essional Srvcs	
	525013 Drug Screening	
	KELLY COMPLIANCE INC	\$285.00
	Total 525013 Drug Screening	\$285.00
	525070 Background Checks	
	TRUVIEW BSI LLC	\$224.00
	Total 525070 Background Checks	\$224.00
	525083 Textile Rental & Laundry Svcs	
	CINTAS CORPORATION	\$32.85
	P-CARD ONE-TIME PAY	\$131.65
	Total 525083 Textile Rental & Laundry Svcs	\$164.50
	525990 Other Professional Services	
	SIGN LANGUAGE INTERPRETING SERVICES	\$84.00
	UNIQUE MANAGEMENT SERVICES INC	\$1,544.65
	Total 525990 Other Professional Services	\$1,628.65
Total 2R -	Professional Srvcs	\$2,302.15
2V - Bldg	& Equip Charges	
	526010 Motor Pool Scheduled Charges	
	City of Wichita	\$310.00
	Total 526010 Motor Pool Scheduled Charges	\$310.00
	526042 Pest Control Services	
	P-CARD ONE-TIME PAY	\$1,761.08
	Total 526042 Pest Control Services	\$1,761.08
	526070 Equipment Repair & Maint	
	DANIKSCO OFFICE INTERIORS	\$80.00
	Total 526070 Equipment Repair & Maint	\$80.00
	Total 526070 Equipment Repair & Maint	\$80.00

5	26092 Rent-Real Property	
_	CO CO PROPERTIES LLC	\$4,088.24
Т	otal 526092 Rent-Real Property	\$4,088.24
Total 2V - E	3ldg & Equip Charges	\$6,239.32
2Z - Other	Contractuals	
5	29010 Bank Charges	
_	City of Wichita	\$531.35
Т	otal 529010 Bank Charges	\$531.35
5	29020 Postage	
_	P-CARD ONE-TIME PAY	\$256.25
Т	otal 529020 Postage	\$256.25
5	29070 Printing & Copying	
_	City of Wichita	\$1,083.58
Т	otal 529070 Printing & Copying	\$1,083.58
5	29990 Other Contractuals	
	P-CARD ONE-TIME PAY	\$6,259.88
_	UNIQUE MANAGEMENT SERVICES INC	\$100.00
Т	otal 529990 Other Contractuals	\$6,359.88
Total 2Z - C	Other Contractuals	\$8,231.06
Total 10002	2 - Library - Contractuals	\$176,088.32
03 - Library	- Commodities	
3B - Suppli	es	
5	31020 Office Supplies	
	City of Wichita	\$2,447.71
	P-CARD ONE-TIME PAY	\$2,685.79
Т	otal 531020 Office Supplies	\$5,133.50
Total 3B - S	Supplies	\$5,133.50
3N - Fuel		
	39012 Gasoline	
	39012 Gasoline City of Wichita	\$421.71
5		\$421.71 \$421.71

4Z - Non-Capital Outlay

549020 Data Processing Equip <\$5k	
City of Wichita	\$41.92
P-CARD ONE-TIME PAY	\$138.72
Total 549020 Data Processing Equip <\$5k	\$180.64
549110 Library Materials	
KANOPY INC	\$5,193.00
P-CARD ONE-TIME PAY	\$35,076.91
Total 549110 Library Materials	\$40,269.91
Total 4Z - Non-Capital Outlay	\$40,450.55
Total 10003 - Library - Commodities	\$46,005.76

Grand Total

\$768,114.57

Wichita Public Library Grant Bills

August 2022

Y1801 - South Central Kans	as Library Sys 21		
3 - Commodities			
4Z - Non-Capital	Outlay		
549110	Library Materials		
	P-CARD ONE-TIME PAY	\$25,774.42	
Total 54	9110 Library Materials	\$25,774.42	
Total 4Z - Non-Ca	pital Outlay	\$25,774.42	
Total 3 - Commo	lities	\$25,774.42	
Total Y1801 - South C	entral Kansas Library Sys 21	\$25,774.42	

Wichita Public Library Grant Bills

August 2022

	ls	
2F - Techr	nology Charges	
	521070 Internet Service	
,	P-CARD ONE-TIME PAY	\$826.70
	Total 521070 Internet Service	\$826.70
Total 2F -	Technology Charges	\$826.70
2Z - Othe	Contractuals	
	529141 Software License & Maint Fees	
	DEMCO INC	\$3,930.95
	Total 529141 Software License & Maint Fees	\$3,930.95
Total 2Z -	Other Contractuals	\$3,930.95
Total 2 - 0	Contractuals	\$4,757.65
Commodit	ies	
3B - Supp	lies	
	531020 Office Supplies	
	P-CARD ONE-TIME PAY	\$209.94
	Total 531020 Office Supplies	\$209.94
Total 3B -	Supplies	\$209.94
4Z - Non-	Capital Outlay	
	549010 Furniture & Fixtures <\$5k	
_	P-CARD ONE-TIME PAY	\$4,412.14
	Total 549010 Furniture & Fixtures <\$5k	\$4,412.14
	549020 Data Processing Equip <\$5k	
-	P-CARD ONE-TIME PAY	\$927.97
	P-CARD ONE-TIME PAT	\$921.91
[Total 549020 Data Processing Equip <\$5k	\$927.97
L		
L	Total 549020 Data Processing Equip <\$5k	
L	Total 549020 Data Processing Equip <\$5k 549110 Library Materials	\$927.97
	Total 549020 Data Processing Equip <\$5k 549110 Library Materials P-CARD ONE-TIME PAY	\$927.97 \$2,270.43
Total 4Z -	Total 549020 Data Processing Equip <\$5k 549110 Library Materials P-CARD ONE-TIME PAY Total 549110 Library Materials	\$927.97 \$2,270.43 \$2,270.43
Total 4Z - Total 3 - C	Total 549020 Data Processing Equip <\$5k 549110 Library Materials P-CARD ONE-TIME PAY Total 549110 Library Materials Non-Capital Outlay	\$927.97 \$2,270.43 \$2,270.43 \$7,610.54

GIFT AND MEMORIAL FUND

RECEIPTS/REIMBURSEMENTS

Baird (interest)	\$517.63	
Friends Monthly Donation (July 2022)	\$1,327.00	
Local History Photos	\$235.00	
Memorials	\$626.00	
Premier Foods (Vending-Westlink)	\$26.75	
	TOTAL RECEIPTS	\$2,732.38
EXPENDITURES		
Amazon (Memorials)*	\$30.48	
Amazon (Folding Portable Table)	\$63.50	
Amazon (Cooler/Paper Cups)	\$152.05	
Amazon (Laptop Bags)	\$732.00	
Amazon (Paper Towel Dispenser)	\$15.27	
Dondlinger (Children's Garden Lighting)	\$5,350.00	
Ingram Library Services (Memorials)*	\$444.08	
Kroger (Foundation)*	\$25.76	
Midwest Tape (Memorials)*	\$133.45	
Promo Depot (Banned Books Week Shirts for Staff)	\$824.74	
	TOTAL EXPENDITURES	\$7,771.33

*Reimbursed expenses



INTEROFFICE MEMORANDUM

Library Board of Directors
Sarah Kittrell
Approval of Invoices Exceeding \$10,000 - Newsbank
October 6, 2021

Background: Newsbank provides Wichita Public Library customers and staff with access to two important products: full-text digital news articles and blog posts from the Wichita Eagle, from 1984 – the current year, as well as digital archival copies of the current year's paper. In 2018, Newsbank rolled out its image edition product, which makes a fully searchable image of the current day's Eagle available to library customers. In addition to the Eagle, Newsbank also provides access to selected full text news articles, blog posts, and magazine articles from around the country and the world, but the value is in the online, accessible from anywhere, completely searchable Wichita Eagle archive. The subscription expires at the end of 2022.

<u>Analysis:</u> While the digital Wichita Eagle archives are a valuable resource for researchers, providing key-word search functionality to the entire archive from 1984-the present, the true value in 2022 has continued to be the ability to offer customers uninterrupted access to the image edition of the daily paper during the Library's limited service offerings. This can be seen in the continued increase in usage of the Newsbank product. In the past 12 months, Newsbank has had 48,999 uses, up 5,687 uses (13%) from the year before.

Financial Considerations: The total renewal cost for fiscal year 2022 comes to \$31,894.00. The digital subscription piece of the invoice is \$23,243.00, a \$677.00 (3%) increase over 2022. The cost per use for the last 12 months was \$0.47, a decrease of \$0.03 per use from the cost per use of \$0.50 in 2022.

The digital archive piece of the invoice is \$8,651.00, a \$252.00 (3%) increase over 2022.

Legal Considerations: Wichita Public Library has received written confirmation that the Newsbank license agreement has not been updated.

<u>Recommendations/Actions:</u> It is recommended that the Board approve the invoice from Newsbank in the amount of \$30,965.00 for the 2022 renewal of the Newsbank products.

Attachments: Newsbank invoice



397 Main Street, PO Box 1130 Chester, VT 05143 Toll Free: (800) 243-7694 Fax: (802) 875-2904 custservice@newsbank.com

Renewal Notice: Customer Number:

RN1051355 16181

NB

Bill to:	Ship to:
16181 Michika Dublic Liberry	16181
Wichita Public Library 711 West 2nd St. North	Wichita Public Library 711 West 2nd St. North
WICHITA KS 67203	WICHITA KS 67203

Invoice Date		Ship Via		
24 AUG 2022	NET 30 DAYS	Internet		
	Salesperson	Purchase Order Nur	nber	
23 SEP 2022	Scott Ouellette			
Description	ogovi na ^{rk} o≛ mila, v		Quantity	Amount
Annual Subscript January - Decemb			1	31894.00
- Wichita Eagl - Online Tra		re		
		тот	AL DUE	31,894.00

Federal Tax ID: 06-1084869 • An Equal Opportunity Employer • Currency: USD

The NewsBank license agreement(s) and/or any terms of use provided by NewsBank governs the terms and conditions of use regarding the NewsBank product(s) identified in the invoices issued by NewsBank from time to time. The terms of any document issued by a customer inconsistent with the terms of the NewsBank license agreement(s) and/or any terms of use provided by NewsBank shall not become binding on NewsBank.



397 Main Street, PO Box 1130 Chester, VT 05143 Toll Free: (800) 243-7694 Fax: (802) 875-2904 custservice@newsbank.com

Renewal Notice: Customer Number:

RN1051355 16181

NB

Bill to:	Ship to:
16181 Wichita Public Library 711 West 2nd St. North WICHITA KS 67203	16181 Wichita Public Library 711 West 2nd St. North WICHITA KS 67203

Invoice Date		Ship Via		
24 AUG 2022	NET 30 DAYS	Internet		
	Salesperson	Purchase Order Num	nber	
23 SEP 2022	Scott Ouellette			
Description		•	Quantity	Amount
- Wichita Eagl - <i>Online Tra</i>	er 2023 e (KS) Digital Archiv e (KS)	e	1	31894.00
		тоти	AL DUE	31,894.00

Federal Tax ID: 06-1084869 • An Equal Opportunity Employer • Currency: USD

The NewsBank license agreement(s) and/or any terms of use provided by NewsBank governs the terms and conditions of use regarding the NewsBank product(s) identified in the invoices issued by NewsBank from time to time. The terms of any document issued by a customer inconsistent with the terms of the NewsBank license agreement(s) and/or any terms of use provided by NewsBank shall not become binding on NewsBank.



INTEROFFICE MEMORANDUM

TO:	Wichita Public Library Board of Directors
FROM:	Sarah Kittrell, Collection Development Division Manager
SUBJECT:	Invoices in excess of \$10,000 – Addition of 35 hotspots
DATE:	August 31, 2022

Background: During summer 2021, Wichita Public Library began offering hotspots as part of the Library of Things. The Library initially purchased 50 hotspots with funding from the Lattner Family Foundation. In 2022, the library requested and received funding to bring the total number of hotspots up to 65 and extend the program until June 2023.

Although the small increase in the number of hotspots has helped meet demand, 65 hotspots is still not enough. As of August 31, there are 69 holds – at least a two week wait. Hotspots have checked out nearly 939 times in the last 14 months.

Due to the popularity of the hotspots and obvious community need, staff look to purchase an additional 35 hotspots, bringing the total owned to 100. This addition is being funded through the recent \$255,000 in materials funding allocated to the Library in the revised 2022-2023 City of Wichita budget.

The Library plans to purchase 35 Franklin T-10 hotspots from T-Mobile. Because the hotspots are "free" with a 12-month service agreement, the Library plans to pay for 20 months of service: October 1, 2022 – June 30, 2024, bringing these 35 hotspots onto the same payment cycle as the current Library holdings.

Hotspots that are lost or damaged can be replaced for \$90 each.

Financial Consideration: One month of service for each hotspot costs the Library \$31.15. Twenty months of service for 35 hotspots will cost \$21,805.00

Board Request: The Library requests approval from the Board to pay the T-Mobile invoice in the amount of \$21,805.00

Attachments:

T-Mobile invoice for 20 months of service for 35 hotspots.

T-Mobile Invoice



T-Mobile USA 12920 SE 38th St. Bellevue, WA 98006-1350

Billing address : 223 S. Main St. Wichita, KS 67202 ATTN: Jeff Tate Account name: Wichita Public Library Account number: 974215926 Service Period: 10/01/22 - 06/01/24

Invoice Number: 202208311724

Item	Code Description	Order Qty.	Unit	Price	Months	Item Total
1	Government Unlimited Hotspot Plan	35	Each	\$29.75	20	\$20,825.00
2	Telco Recovery Fee	35	Each	\$1.40	20	\$980.00
				Grand Total		\$21,805.00
	Actual taxes and fees may vary					
	REMIT ADDRESS:					
	T-Mobile, PO Box 742596, Cincinnati, C)H 45274-2596				
	Customer Service Number 1-800-937-8	997				
	Tax ID:91-1983600					

Actual taxes and fees may vary

DUNS:068528376



INTEROFFICE MEMORANDUM

TO:	City of Wichita Law Department
FROM:	Sarah Kittrell, Collection Development Division Manager
SUBJECT:	Approval of Bills over \$10,000 - Consumer Reports
DATE:	September 13, 2022

Background: The Library Board of Directors must take special action to approve materials purchases when the cost of a single invoice exceeds \$10,000.

<u>Analysis:</u> Funded through the recent \$255,000 materials budget increase, Wichita Public Library plans to add access to CR.org, the Consumer Reports website, which provides users access to current and past Consumer Reports reviews.

Consumer Reports is one of the library's more popular resources, with the print edition garnering 357 checkouts this year; staff believe this would be a well-received addition to our digital offerings. Access to CR.org is offered through one of the Library's current vendors, Ebsco.

Financial Consideration: The annual cost for CR.org access is \$15,000 a year.

Legal Consideration: The Ebsco terms of service were reviewed by the Law Department and approved as to form.

<u>Recommendations/Actions:</u> It is recommended that the Board approve the invoice from Ebsco/Consumer Reports in the amount of \$15,000 for the 2022 addition of CR.org access.

Attachments:

- Ebsco Terms of Service
- Consumer Reports Order Form

CITY OF WICHITA EBSCO Purchase Order Terms and Conditions

- Scope of Services. EBSCO Publishing, Inc. ("VENDOR") shall provide to the City of Wichita ("CITY") all those products and services specified in the offer from VENDOR to the CITY contained in the documents identified as "Product Order Form" (dated July 29, 2022) and "EBSCO License Agreement – Standard," attached hereto as Exhibit C and Exhibit D, respectively. These terms and conditions, including Exhibits A and B incorporated herein, are superior to any contract document from VENDOR when a conflict exists between provisions. Otherwise, these terms and conditions are supplementary to and adopt VENDOR provisions.
- 2. Compensation. CITY agrees to pay VENDOR the price for products and services provided by VENDOR in its offer, along with all discounts and other consideration provided therein. Any amounts claimed due by VENDOR other than those described in the offer attached as Exhibit C shall only be payable by the CITY with the express written consent of the CITY. Any request for payment and/or reimbursement of any travel expense requires separate, itemized approval, and such approval may be given by CITY only in part.
- 3. Term. The term of this CONTRACT shall be effective from September 1, 2022 through August 31, 2023, with options to renew the contract under the same terms and conditions for up to four (4) successive one (1) year terms by mutual agreement of the parties, except that the parties expressly agree that the price may be adjusted by mutual agreement of the parties upon each renewal of the CONTRACT.".
- 4. Indemnification. VENDOR shall be liable for damages arising out of injury to persons, damage to real or personal property or other liability loss before or after acceptance, delivery, and use of the products or services, provided that the injury or damage was caused by the fault or negligence of the VENDOR or defect in VENDOR products or services. VENDOR shall not be liable for damages occasioned by the CITY's fault or negligence. Nothing in this CONTRACT shall limit the VENDOR's liability, if any, to third parties and employees of the CITY, or any remedy that may exist under law or equity in the event a defect in the manufacture of, or the negligent acts or omissions of the VENDOR, its officers, employees, or agents, is the cause of injury to such person.
- 5. Disclaimer of Liability: CITY shall not hold harmless or indemnify VENDOR beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). In no event shall CITY be responsible for any liabilities of VENDOR arising out of VENDOR's performance of this CONTRACT, including but not limited to all costs, damages and attorney's fees that may result from such claims of liability.
- 6. Data Ownership. The CITY shall own all right, title and interest in its data that is related to the products and services provided by VENDOR pursuant to this CONTRACT. VENDOR shall own all right, title and interest in its own data, products and services that are related to satisfying VENDOR's obligations under this

CONTRACT.

- 7. Warranties. The VENDOR hereby expressly warrants the products and services provided pursuant to this CONTRACT as being correct and compliant with the terms of this CONTRACT. This warranty encompasses correction of defective products and services provided pursuant to this CONTRACT and revision of the same, as necessary. No provision of any document within the CONTRACT between the parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Change Control and Advance Notice. The VENDOR shall give advance notice to the CITY of any upgrades (e.g., major upgrades, minor upgrades, system changes, etc.) that may impact hardware/software requirements, system or application service availability and performance or impact of services provided as part of this CONTRACT.

9. Termination.

- a. This CONTRACT is subject to cancellation by the CITY if required by changes in city, state or federal law, or because of court order, or because of insufficient appropriations for the performance of this CONTRACT, the CITY's decision as to whether sufficient appropriations are available shall be accepted by the VENDOR and shall be final. If the CITY terminates this CONTRACT pursuant to this subparagraph, the CITY shall provide the VENDOR written notice of such termination at least thirty (30) calendar days prior to the effective date of the termination.
- **b.** Either party may terminate this **CONTRACT** based on a material breach by the other party or the failure of the other party to properly perform under this **CONTRACT** upon written notice to be delivered to the other party not less than thirty (30) days prior to the intended date of termination. The written notice shall include a description of the material breach or failure of the other party to properly perform under this **CONTRACT**. The written notice may include a period of fifteen (15) calendar days from the date of the written notice for the other party to cure the breach or failure to properly perform under this **CONTRACT**.
- c. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This paragraph is not exclusive and does not constitute a waiver of any other legal rights and remedies afforded the **CITY** caused by the **VENDOR**'s default or breach of this **CONTRACT**.
- **10. Incorporation.** The attached Exhibit A "Mandatory Contractual Provisions Attachment" and Exhibit B Mandatory Independent Contractor Addendum" are incorporated into this **CONTRACT** as if fully set forth here, with "Contractor" referring to **VENDOR**.

11. Notices. All deliveries, notices, requests, demands or other communications provided for or required by this CONTRACT shall be in writing and shall be deemed to have been given when sent by overnight carrier or upon telephone confirmation by VENDOR to the sender of receipt of a facsimile communication or e-mail that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

To the CITY:	City of Wichita 455 N Main Wichita, KS 67202 [ENTER name of individual for the City, including contact number or email address, responsible for receiving communications as defined in this paragraph]
To the VENDOR :	[ENTER Company name, address, and name of individual for the Contractor, including contact number or email, responsible for receiving communications as defined in this paragraph]

Any change to the Notice individual or the address, shall be effective only in writing.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT to be effective the day and year first above written.

EBSCO PUBLISHING, INC.

[Name, Title] Date WICHITA PUBLIC LIBRARIES Jaime Prothro, Director Date THE CITY OF WICHITA, KANSAS Brandon J. Whipple, Mayor Date **APPROVED AS TO FORM:** Jennifer Magaña, City Attorney Date and Director of Law **ATTEST:** Jamie Buster, City Clerk

Date

EXHIBIT A CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. <u>Terms Herein Controlling Provisions</u>: The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

2. <u>Choice of Law</u>: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. <u>Termination Due To Lack of Funding Appropriation</u>: If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

4. **Disclaimer of Liability**: City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

5. <u>Acceptance of Agreement</u>: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. <u>Arbitration, Damages, Jury Trial and Warranties</u>: The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7. <u>Representative's Authority to Contract</u>: By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. **Federal, State and Local Taxes**: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. <u>Insurance</u>: City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. <u>Conflict of Interest</u>. Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.

11. <u>Confidentiality</u>. Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to

return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. <u>Cash Basis and Budget Laws</u>. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. <u>Anti-Discrimination Clause</u>. Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty. If it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. <u>Suspension/Debarment</u>. Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. <u>Compliance with Law</u>. Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the City.

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

18. <u>No Arbitration</u>. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

EXHIBIT B CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C – Product Order Form

EBSCO		Product Order Form		CustID:	s8911319
				OrderID:	WSR725988
0 Estes Street				Date:	07/29/2022
P.O. Box 682 Ipswich, MA 01938 USA www.ebsco.com	(978) 356-6500 (800) 653-2726 Fax: (978) 356-5640 information@epnet.com				Page 1 of 1
Purchasing Customer WICHITA PUBLIC LI 711 WEST 2ND STRE WICHITA, KS, 67203	IBRARY EET	Billing Address WICHITA PUBLIC LIBRARY 223 SOUTH MAIN ST WICHITA, KS, 67202			
USA		USA			
Contact:		Your invoice will be sent to:			
Sarah Kittrell		Sarah Kittrell			
		skittrell@wichita.gov			
(316) 261-8580 skittrell@wichita.gov					
skittrell@wichita.gov	uct Name	Begin Date	Expire Date	Pr	ice
skittrell@wichita.gov	uct Name	Begin Date 09/01/2022	Expire Date 08/31/2023	Pr	ice \$15,000.00
skittrell@wichita.gov Prod	uct Name			Pr	
skittrell@wichita.gov Prod	uct Name			Total:	
skittrell@wichita.gov Prod	uct Name				\$15,000.00

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement.

Authorized Signature:	Date:
Print Name:	Title:

Please sign, scan and email this form to: KEVIN SAWYER at kevin.sawyer@ebsco.com

Thank you for your business!

If unable to scan, please fax to: 978-356-5640

EXHIBIT D – EBSCO License Agreement

EBSCO

LAST UPDATED: March 2022

EBSCO LICENSE AGREEMENT Standard

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCO host, EBSCO Discovery Service, EBSCO eBooks, Flipster and related products to which Licensee has purchased access or a subscription. "Services" shall also include audiobooks and eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

I. LICENSE

A. EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the Databases and Services made available by EBSCO according to the terms and conditions of this Agreement. The Databases and Services made available to Authorized Users are the subject of copyright protection, and the original copyright owner (EBSCO or its licensors) retains the ownership of the Databases and Services and all portions thereof. EBSCO does not transfer any ownership, and the Licensee and Sites may not reproduce, distribute, display, modify, transfer or transmit, in any form, or by any means, any Database or Service or any portion thereof without the prior written consent of EBSCO, except as specifically authorized in this Agreement.

B. The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases and Services only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s) or Services. Remote access to the Databases or Services is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution.

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or

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Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database or Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or Services or any of the content therein in any manner, nor use same for sale or distribution. Licensee and Authorized Users may create printouts of materials retrieved through the Databases or Services online printing, offline printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Databases or Services shall be for internal or personal use. Downloading all or parts of the Databases or Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases or Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Databases or Services to those specifically authorized by this Agreement.

D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee.

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

F. The computer software utilized via EBSCO's Databases and Service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from thesoftware.

G. The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.

H. Licensee agrees not to include any advertising in the Databases or Services.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

A. EBSCO and its licensors disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. Neither EBSCO nor its licensors assume or authorize any other person to assume for EBSCO or its licensors any other liability in connection with the licensing of the Databases or the Services under this Agreement and/or its use thereof by the Licensee and Sites or Authorized Users.

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR

SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third-party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third-party resources without proper authorization.

D. EBSCO is not responsible if the third-party resources accessible via the Services fail to operate properly or if the third-party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.
C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

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V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: kstam@ebsco.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any thirdparty without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our Privacy Policy represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our Privacy Policy.

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's Privacy Policy, which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the Privacy Policy.

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DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "Addendum") supplements the EBSCO License Agreement (the "Agreement") between the Customer ("Customer") and EBSCO Publishing, Inc. ("EBSCO").

1. Definitions

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- 1.1 For the purpose of this Addendum the terms, "Controller," "Processor," "Data Subject," "Personal Data," "Personal Data Breach," "Processing," "Subprocessor," and "Supervisory Authority" shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 "Appropriate technical and organizational measures" shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 "Customer Personal Data" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.
- 1.4 "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR"), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the "CCPA"), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 "International Data Transfer" means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 "User Personal Data" means the Personal Data provided directly by Customer's end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 <u>Subject Matter</u>. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 <u>Duration</u>. The Processing will be carried out for the duration set forth in the Agreement.
 2.1.3 <u>Nature and Purpose</u>. The purpose of the Processing is the provision of products and
 - services to the Customer purchased by the Customer from time to time.
 - 2.1.4 <u>Type of Customer Personal Data and Data Subjects</u>. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

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- Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
- (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.
- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-todate attestations, reports, or extracts thereoffrom independent bodies (e.g. external auditors, data

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protection auditors) or suitable certifications, or to conduct audits or inspections to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours, with reasonable advance notice to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

- 3. Data Processing: EBSCO as Joint Controller With Customer
- 3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
- 3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. International Data Transfer

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("Processor Model Clauses") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
 - 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("Controller Model Clauses") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.2.1 Customer is the "data exporter" and EBSCO is the "data importer;" and
 - 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two,

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Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "New Contractual Clauses") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule 1, Schedule 2, and Schedule 3 of this Addendum.
- 4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "UK Standard Contractual Clauses"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

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Annex I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): [Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

- 1. Name: Address: Contact person's name, position and contact details: Activities relevant to the data transferred under these Clauses: Signature and date: Role (controller/processor):
- 2. Additional Information:

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

- Name: EBSCO Publishing, Inc. Address: 10 Estes Street, Ipswich, MA 01938 Contact person's name, position and contact details: Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation and customization of user profiles Signature and date: Role (controller/processor): Joint Controller/Processor
- 2. Additional Information: N/A

B. DESCRIPTION OF TRANSFER

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Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Continuous

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Annex III, List of Subprocessors, for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

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Annex II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

- 1. Network and Application Security and Vulnerability Management
- 2. Logical access controls
- 3. Secure media disposal controls
- 4. Logging Controls
- 5. Personnel Controls
- 6. Physical security and environmental controls

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Annex III

List of Subprocessors

MODULE TWO: Transfer controller to processor

Last Updated: March 21, 2022

The controller has been notified of the use of the following sub-processors:

Data Center Facility Providers

The following providers are used to store EBSCO data and deliver EBSCO products and services.

Name	Purpose	Location
Amazon Web Services (AWS)	Most EBSCO products primarily use AWS for data storage and software delivery	United States for most products. Certain products allow customers to choose hosting options in other regions.
Velocity Cloud (Navisite)	Software delivery platform, hosting and services.	United States
Markley Group	EBSCO uses the Markley data center as backup to its main legacy data center in Ipswich, MA.	United States

Software as a Service

The various software packages below are used to monitor, manage and/or enhance the platform

Name	Purpose	Location
Amplitude	Application metrics and analysis tool	United States
Auth0	SSO Authentication Services	United States
ChurnZero	Product usage analysis	United States
FullStory	Application metrics and analysis tool	United States
Microsoft	Used by EBSCO employees for email and document share, as well as communication through Microsoft teams.	United States
OneTrust	Data Subject Access Right request software and consent management forms.	United States
Optimizely	Application feature optimization, experimentation, and rollout tool	United States
Osano	Consent management forms	United States

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Staff Augmentation

EBSCO augments its internal staff with assistance from the following staffing providers

Name	Purpose	Location
InfoSys	Software development support	India
EPAM	Software development support	India, Eastern Europe
NES	Customer support staff augmentation. NES Staff work within EBSCO managed offices using EBSCO managed workstations.	India

Resold Products

EBSCO resells the following products that hold personal information

OpenAthens	Single Sign On Service for customers.	United Kingdom

www.ebsco.com

		Product Order Form		CustID:	s8911319
EBSCO		Trouber of der		OrderID: Date:	WSR725988 07/29/2022
10 Estes Street P.O. Box 682 Ipswich, MA 01938 USA www.ebsco.com	(978) 356-6500 (800) 653-2726 Fax: (978) 356-5640 information@epnet.com				Page 1 of 1
Purchasing Customer WICHITA PUBLIC LIBR 711 WEST 2ND STREET WICHITA, KS, 67203 USA		Billing Address WICHITA PUBLIC LIBRARY 223 SOUTH MAIN ST WICHITA, KS, 67202 USA			
Contact: Sarah Kittrell		Your invoice will be sent to: Sarah Kittrell skittrell@wichita.gov			
(316) 261-8580 skittrell@wichita.gov					
	Name	Begin Date	Expire Date	Pr	ice
skittrell@wichita.gov	Name	Begin Date 09/01/2022	Expire Date 08/31/2023	Pr	ice \$15,000.00
skittrell@wichita.gov Product	Name			Total:	

Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement.

Authorized Signature:	Date:
· ·	
Print Name:	Title:

Please sign, scan and email this form to: KEVIN SAWYER at kevin.sawyer@ebsco.com

Thank you for your business!

If unable to scan, please fax to: 978-356-5640

WICHITA PUBLIC LIBRARY BOARD OF DIRECTORS Operations Committee Agenda Tuesday, September 20, 2022, 11:30am Collaboration Room 203 Advanced Learning Library, 711 W 2nd St, Wichita, KS 67203

- 1. Call to Order
- 2. Approval of Minutes from May 17, 2022
- 3. Proposed Policy Changes
 - PHI-004, Values Statement, new
 - PHI-005, Library Bill of Rights, renumbered
 - PHI-005.1, Library Initiated Programs as a Resource, renumbered
 - PHI-006, The Freedom to Read, renumbered
 - PHI-007, The Freedom to View, renumbered
 - PHI-008, Libraries: an American Value, renumbered
 - PHI-009, Code of Ethics, renumbered
 - ORG-002.1, Collection Development Division, updated
 - ORG-002.4, Education and Engagement Division, updated
 - CUS-001, Customer Registration, updated
 - CIR-004, Issuing Cards to Tour Groups or Classrooms, updated
 - CIR-006, Interlibrary Loan, updated
 - CIR-007, Circulation of Materials, updated
 - CIR-010, Lost Items, updated
- 4. Other items from Committee Members
- 5. Adjournment

PHI-004 Values Statement

Trust and Service are City of Wichita values that influence our interactions and decisions. We recognize that Wichita Public Library, as a social institution, has a duty to advance equity through library services to ensure all residents experience a sense of belonging. To support this work, we are guided by the following values:

Community: We embrace our role as a community anchor. Our services evolve to meet the needs of our residents.

Diversity: We respect, reflect and value differences. Our services are inclusive and actively affirm the varied needs and interests of everyone.

Opportunity: We support curiosity, exploration, and learning for all individuals. We actively seek opportunities for our staff and community to learn, grow and thrive.

Last Review:

Online Manual Listing:

PHI-004005 Library Bill of Rights

I

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
- VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Last Review: August 2021

Online Manual Listing: http://wichitalibrary.org/About/Policies/Pages/library-bill-of-rights.aspx

PHI-004005.1 Library-Initiated Programs as a Resource: An Interpretation of the *Library Bill of Rights*

Library-initiated programs support the mission of the library by providing users with additional opportunities for accessing information, education, and recreation. Article I of the *Library Bill of Rights* states, "Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves."

Library-initiated programs utilize library staff expertise about community interests, collections, services, and facilities to provide access to information and information resources. Library-initiated programs introduce users and potential users to library resources and the library's role as a facilitator of information access. The library may participate in cooperative or joint programs with other agencies, organizations, institutions, or individuals to facilitate information access in the community the library serves.

Library-initiated programs include, but are not limited to, lectures, community forums, performing and visual arts¹, participatory workshops, technology programming, creating learning programming, wellness programs, storytimes, continuing education, fairs and conventions, book clubs, discussion groups, demonstrations, displays, and presentations for social, cultural, educational, or entertainment purposes. Library-initiated programs may take place on-site at the library, offsite in other locations, or online and may be delivered by library staff, library volunteers, or library partners.

Libraries should not discriminate against individuals with disabilities and shall ensure they have equal access to library resources.² Library-initiated programs should comply with all applicable laws, including the standards and requirements of ADA and state or local disability accessibility guidelines. If a program is held in a location not controlled by the library, the library should assure that the space is accessible to all library users. If users overflow designated areas during library events, libraries should protect accessible public spaces (i.e. ramps, pathways, and emergency exit routes) to ensure access and safety for everyone. Reasonable accommodations should be made to have interpretation or real-time captioning for the deaf or hard-of-hearing at library-initiated programs when needed or requested by library users.

As stated in "Equity, Diversity, Inclusion: An Interpretation of the *Library Bill of Rights,*" "Socially excluded, marginalized and underrepresented people, not just the mainstream majority, should be able to see themselves reflected in the resources and programs that libraries offer."³ Libraries should actively seek to include a variety of programming options representing diversity of genres, formats, ideas and expressions with a multitude of viewpoints and cultural perspectives that reflect the diversity in our communities. Library-initiated programs that cross language and cultural barriers introduce underserved populations to the library's resources and provide access to information. Libraries serving multilingual or multicultural communities should make efforts to accommodate the information needs of those who speak and read languages other than English.

Libraries should have a policy guiding the development and implementation of programs, similar to material selection and building use policies, which has been approved by their policy-making

body after consultation with legal counsel. These guidelines should set forth the library's commitment to free and open access to information and ideas for all users. Article II of the *Library Bill of Rights* states, "Materials should not be proscribed or removed because of partisan or doctrinal disapproval." Likewise, programs should not be canceled because of the ideas or topics of the program or the views expressed by the participants or speakers.⁴ Library sponsorship of a program does not constitute an endorsement of the program content or the views expressed by the participants or speakers, any more than the purchase of materials for the library collection constitutes an endorsement of the material content or its creator's views. Libraries should vigorously defend the First Amendment right of speakers and participants to express themselves. Concerns, questions, or complaints about library-initiated programs are handled according to the same written policy and procedures that govern reconsiderations of other library resources.

Article V of the *Library Bill of Rights* states, "A person's right to use a library should not be denied or abridged because of origin, age, background, or views." The "right to use a library" encompasses all the resources the library offers, including the right to attend library-initiated programs. Libraries create programs for an intended age group or audience based on educational suitability and audience interest; however, restrictions on participation based solely on the gender, chronological age or educational level of users violates this right and should be enforced only when it would adversely impact the safety of the participants. Parents and guardians may restrict their own children's access to library programs, but no person or organization can interfere in other's access and participation.

Libraries should not deny access to library-initiated programs if patrons owe the library for overdue fines or other fees, nor should program attendees be required to share their personal information in order to attend a library program. Any collection of program participants' personal information should be on an opt-in basis only. If libraries charge program participants for supplies used, they should make every effort to reduce economic barriers to participation.

¹ "Visual and Performing Arts in Libraries: An Interpretation of the *Library Bill of Rights* (<u>http://www.ala.org/advocacy/intfreedom/librarybill/interpretations/arts</u>)," adopted February 13, 2018, by ALA Council.

² "Services to People with Disabilities: An Interpretation of the *Library Bill of Rights* (<u>http://www.ala.org/advocacy/intfreedom/librarybill/interpretations/servicespeopledisabilities</u>)," adopted January 28, 2009, by the ALA Council; amended June 26, 2018.

³ "Equity, Diversity, Inclusion: An Interpretation of the *Library Bill of Rights*, (<u>http://www.ala.org/advocacy/intfreedom/librarybill/interpretations/EDI</u>)," adopted June 27, 2017, by the ALA Council.

⁴ "Responding to and Preparing for Controversial Programs and Speakers Q&A (<u>http://www.ala.org/advocacy/intfreedom/controversialprogramsqa</u>)," Intellectual Freedom Committee, June 2018.

Adopted January 27, 1982, by the ALA Council; amended June 26, 1990; July 12, 2000; June 26, 2018.

Last Review: August 2021

Online Manual Listing: http://wichitalibrary.org/About/Policies/Pages/library-initiated-programs.aspx

PHI-005006 The Freedom to Read

1

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

Last Review: August 2021

Online Manual Listing: http://wichitalibrary.org/About/Policies/Pages/freedom-to-read.aspx

PHI-006007 The Freedom to View

I

The Freedom to View, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

- 1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantees of freedom of expression.
- To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
- To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
- 4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
- 5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

Last Review: August 2021

Online Manual Listing: http://wichitalibrary.org/About/Policies/Pages/freedom-to-view.aspx

PHI-007008 Libraries: An American Value

I

Libraries in America are cornerstones of the communities they serve. Free access to the books, ideas, resources, and information in America's libraries is imperative for education, employment, enjoyment, and self-government.

Libraries are a legacy to each generation, offering the heritage of the past and the promise of the future. To ensure that libraries flourish and have the freedom to promote and protect the public good in the 21st century, we believe certain principles must be guaranteed.

To that end, we affirm this contract with the people we serve:

- We defend the constitutional rights of all individuals, including children and teenagers, to use the library's resources and services;
- We value our nation's diversity and strive to reflect that diversity by providing a full spectrum of resources and services to the communities we serve;
- We affirm the responsibility and the right of all parents and guardians to guide their own children's use of the library and its resources and services;
- We connect people and ideas by helping each person select from and effectively use the library's resources;
- We protect each individual's privacy and confidentiality in the use of library resources and services;
- We protect the rights of individuals to express their opinions about library resources and services;
- We celebrate and preserve our democratic society by making available the widest possible range of viewpoints, opinions and ideas, so that all individuals have the opportunity to become lifelong learners informed, literate, educated, and culturally enriched.

Change is constant, but these principles transcend change and endure in a dynamic technological, social, and political environment.

By embracing these principles, libraries in the United States can contribute to a future that values and protects freedom of speech in a world that celebrates both our similarities and our differences, respects individuals and their beliefs, and holds all persons truly equal and free.

Last Review: August 2021

Online Manual Listing: http://wichitalibrary.org/About/Policies/Pages/libraries-an-american-value.aspx

PHI-008009 Code of Ethics

I

The Wichita Public Library endorses and supports the American Library Association Code of Ethics as adapted for the Wichita Public Library.

- 1. Library employees, board members, and volunteers shall provide the highest level of service through appropriate and usefully organized collections, fair and equitable circulation and service policies, equitable access to local and remote information resources, and skillful, accurate, unbiased and courteous responses to all requests for assistance.
- 2. Library employees, board members, and volunteers shall uphold the principles of intellectual freedom and resist all efforts of groups or individuals to censor library materials.
- 3. Library employees, board members, and volunteers shall protect each user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.
- 4. Library employees, board members, and volunteers shall recognize and respect intellectual property rights.
- 5. Library employees, board members, and volunteers shall treat co-workers and colleagues with respect, fairness and good faith, and shall advocate conditions of employment that safeguard the rights and welfare of all employees of our library system.
- 6. Library employees, board members, and volunteers shall distinguish clearly between their personal convictions and attitudes and those of an institution and professional body, and shall not allow their personal beliefs to interfere with the fair representation of the aims of the library system and the City of Wichita or the provision of access to our informational resources.
- 7. Library employees, board members, and volunteers shall avoid situations in which personal interests might be served or financial benefits gained at the expense of Library users, colleagues, the Library system, or the City of Wichita.
- 8. Library employees, board members, and volunteers shall strive for excellence by maintaining and enhancing their own knowledge and skills, by encouraging professional development of library employees, and by fostering the aspirations of potential members of the library profession.

Last Review: August 2021

Online Manual Listing: http://wichitalibrary.org/About/Policies/Pages/code-of-ethics.aspx

ORG-002.1 Collection Development Division

The Collection Development Division is responsible for the selection, acquisition, cataloging, and processing, maintenance, and de-selection of all new-Library materials as well as the maintenance of Library collections and the operations of the Edward and Elizabeth Burns Historical Research Pavilion.

Selections team members oversee Library material selections and purchases as well as taking a leading role in ensuring that damaged and outdated items are removed from collections and replaced when appropriate. The **Acquisitions** staff oversees ordering of materials for the collection as well as monitoring subscriptions.

Before materials can be circulated, they must be cataloged and processed with appropriate labeling, protective coverings, and/or security measures. The **Cataloging** staff completes all of these tasks, making items available as quickly as possible while also ensuring that the availability of materials is correctly listed within the Library catalog.

The Edward and Elizabeth Burns Historical Research Pavilion provides reference services in the areas of genealogy, Kansas, and local history. The Research Pavilion houses over 32,000 genealogy books covering the entire nation, over 17,000 books on all topics regarding Kansas and the Great Plains, and the Foulk Indian Collection. The Research Pavilion has an extensive collection of microfilm including census rolls and local newspapers such as the Wichita Eagle and Wichita Beacon. Microfilm readers and printers are located here and a digital microfilm scanner allows researchers to scan and email or save their images. Among the special collections are a clipping file of local news events, an extensive collection of local photographs, and monographs and periodicals pertaining to Wichita and Kansas history. The Research Pavilion is a FamilySearch Center affiliate.

Last Review: August 2021

ORG-002.4 Education and Engagement Division

The Education and Engagement Division consists of the Adult Programming Section and the Youth Services Section. Education and Engagement staff help customers find materials and answer questions. The division is responsible for leading tours of the Advanced Learning Library, proctoring tests, and assisting with collection management and programming. The Division Manager ensures that the Library is represented in community coalitions working on activities aligned with the mission and goals of the Library as well as developing and implementing strategic partnerships and community engagement initiatives that leverage Library resources.

The **Adult Programming Section** plans and executes programs and interactive learning events for adults. Programs such as Tuesday Topics, Senior Wednesdays, SCORE business workshops, Learning Circles, the Academy Award Shorts film series and the Big Read Wichita are among activities managed by this staff team. The Section also provides reference service in the Streetscape and Learning pavilions of the Advanced Learning Library and support for the Nazar Foundation Collection (print and electronic), test proctoring, and book discussion sets. Staff develop and maintain fiction and non-fiction materials displays to highlight collections, attract readers, and increase circulation.

The **Youth Services Section** provides readers advisory services, programming, and outreach for customers birth to 18, their caregivers, and educators. Staff are responsible for supervising activities in the Children's Pavilion and the Mona Pike Corrin Teen Pavilion in the Advanced Learning Library. Youth Services staff present storytimes, lead tours, teach research skills, provide outreach to local childcares and schools, and guide youth in learning and discovery. A variety of developmentally appropriate materials and services are made available to youth and their families to encourage literacy and promote learning.

Family Engagement programs are coordinated through this section, which includes out-of-building connections that raise awareness of the library services designed to support families and enrich literacy in our community.

Last Review: August 2021

CIR-001 Customer Registration

A Library card will be issued to any registering customer who provides proof of identity with name and proof of current address, and who agrees to abide by the circulation policies of the Library.

A customer's first Library card is free. Replacement cards will be issued for lost, stolen or damaged cards at the cost of \$2.00 per card. Worn cards will be replaced with current cards free of charge. Customers must present some form of identification with documentation of a current address. Adults are required to show proof of current address for a library card for themselves and for any minor.

Library accounts that have been expired for three years with balances under \$10.00 and are free from messages that may prevent library use will be deleted.

There are different types of Library cards that may be issued to customers. Below is a list of these types and a brief explanation of each.

1. ADULT

An adult Library card is issued to any person living in Kansas who is 18 years of age or older or an emancipated minor.

An adult who is under legal guardianship or conservatorship or who is a resident of a residential facility for the developmentally disabled (such as KETCH) may obtain a library card with the consent of the person who has legal control of that adult's finances.

2. E-CARD

Adults over 18 years of age may receive an E-card in order to have access to computers, digital collections and electronic resources. An E-card may be issued by staff to groups or individuals for the purpose of paying meeting room fees online. E-cards do not permit a customer to check out physical material, place holds, or submit interlibrary loan requests. Address verification is not required for this card. Instead, photo identification and verification of birth date are required.

3. FIRM

A firm card is issued to any business or organization that provides a written request on letterhead stationery. Firms must agree to be responsible for all items borrowed on the agency account. Only those persons authorized to use the card will be allowed to charge materials on the firm card. Firm cards are only issued at the Advanced Learning Library and will be kept at the Advanced Learning Library, although accounts may be created to allow borrowing privileges from any Library location.

4. FRIENDS OF THE LIBRARY (FRIENDS)

Issued for one year with a paid Gold or Platinum Membership to the Friends of the Library, the "gold or platinum card" type to recognize the level of advocacy. allows members three days grace on overdue materials owned by the Wichita Public Library. Unclaimed hold fees and any fees associated with Interlibrary Loan items still apply to Friends of the Library accounts.

5. HOMEBOUND

Acceptance of new customers into the homebound delivery program was suspended in 2016 but services continue to customers previously registered for this program.

6. INTERLIBRARY LOAN (ILL)

Libraries to which the Wichita Public Library sends materials through Interlibrary Loan protocols receive accounts with the ILL card type. Libraries within Sedgwick County receive a special subset of ILL

account to indicate that they make loan requests directly through the Library catalog rather than through traditional ILL protocols and systems.

7. MINOR

A minor card is issued to any person living in Kansas who is under the age of 18 and who has not been emancipated. An adult with a Library account in good standing may apply for the card. The card will be associated on issuance as a means to hold the adult financially responsible for the minor's debt. Minors who are 16 years of age or over who are or have been married may show a marriage certificate in order to receive a library card without an adult's signature. Minors who have been conferred the rights of majority by a District Court must present a copy of the court's order before receiving a library card.

8. MINOR E-CARD

Youth under the age of 18 may receive a Minor E-card in order to have access to computers, digital collections and electronic resources. E-cards may not be used to borrow physical material, place holds, or submit interlibrary loan requests. Any Internet access provided to Minor E-card account holders must be filtered per terms of the Children's Internet Protection Act. Address verification is not required for this card. Instead, photo identification of the minor or authorizing adult is required. Minor E-cards expire when the customer turns 18. Minor E-cards may be issued to students upon the request of their teacher (See CIR-004 Issuing Cards to Tour Groups and Classrooms).

9. NON-RESIDENT CARD

A non-resident card is issued to any customer who lives outside the state of Kansas. The customer will be limited to two physical items checked out at any time on their card and have access to all digital material.

10. OUTREACH

Outreach cards will be issued to groups, schools, or agencies that are receiving bulk loans. Outreach cards are issued through the Education and Engagement Division.

11. SELF-REGISTERED

Customers who complete an online registration for a library card will be given a card type of Self-Registered until the registration process is completed with library staff. Self-registered accounts expire in six months if they are not updated.

12. STAFF

A staff Library card is issued to any current Wichita Public Library staff member. New employees will not need to re-register, but will be changed to a staff account during employee orientation. Staff status is removed from accounts at the conclusion of an employee's last day in pay status.

13. STUDENT E-CARD

Through a formal partnership with an area school district, a Student E-card can be issued electronically to provide access to online and digital resources, research, and reading material. Limited personal data is provided from the school, and the account is not associated with an adult account. Student E-Cards will expire after the student graduates from school. Card numbers assigned to this code will typically be the student ID.

1314. WICHITA WORK RELEASE

Inmates of the Wichita Work Release Facility (WWRF) have access to the Wichita Public Library collection as required by state statute. Accounts are limited to use at the Advanced Learning Library and are for the loan of books. WWRF documentation is used to create these accounts.

44<u>15</u>. BANNED

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The banned account type is used to document customers who have been permanently banned from Wichita Public Library facilities.

Related City Codes and Ordinances City Code Section 5.92.020; City Ordinance No. 34-827 (part)

Related Forms

Registration Form; Internet Access Restriction Form

Last Review: March 2022

CIR-004 Issuing Cards to Tour Groups and Classrooms

E cards may be issued to groups of customers such as daycare facilities, classrooms, etc., at all locations provided the groups meet the following requirements:

- Groups must notify the Advanced Learning Library Circulation Section or branch that they wish to visit as a group.
- 2) The Library must receive the group list of names and birthdates for each account application at least 7 days before the group visit.

A classroom bulk loan may be created with the teacher in advance, for checkout of materials on the day of the visit.

- 1) Groups must notify the Advanced Learning Library Circulation Section or branch that they wish to visit as a group.
- 2) A contract must be fully executed one week in advance of the visit to the Library, including teacher's and principal's signature.

Adults visiting with tours or classes should plan to allow time to visit the circulation desk to apply for a Library Card. (See CIR 001 Customer Registration.)

The Library will issue E-cards to groups in advance of their visit to the Library with prior arrangement.

School entities will be asked to partner with the Library to ensure access is provided to all eligible students and to ensure parental permission.

Other groups and non-profits must notify the Advanced Learning Library Circulation Section or branch that they wish to visit as a group. The Library must receive a group list of names and birthdates for each application at least 7 days before the group visit.

A classroom bulk loan may be created with the teacher in advance, for checkout of materials on the day of the visit.

Related Form Registration Form

Last Review: March 2022

CIR-006 Interlibrary Loan

Interlibrary loan (ILL) is a worldwide sharing of materials. Items not held by the Wichita Public Library may be borrowed through ILL. When the only copy of an item held by the Wichita Public Library is lost, missing or overdue for more than 2 weeks, that item may also be borrowed through ILL. Unless otherwise noted within this policy, there is a fee of \$3.00 per ILL item borrowed from another library for a Wichita Public Library customer.

The customer must hold a current Wichita Public Library card in good standing. (See CIR-007 Circulation of Materials.)

Requests for photocopies are only taken if the following information is provided: the title of the source, the date and issue, either the title or author of the article to be photocopied and the page number(s) on which the article appears. Only specific items may be requested; the Library is unable to fill subject requests.

Requests for material outside of the United States are subject to shipment costs as well as the ILL borrowing fee.

The maximum cost the customer is willing to pay to receive the item or a photocopy of an article must be indicated on the ILL form when the request is taken. Customers will be notified of any charges beyond the ILL borrowing fee prior to the request being shipped. Any fees incurred by the Library for borrowing or photocopying interlibrary loan materials will be passed onto the customer.

A limit of five requests may be active at the same time.

The ILL borrowing fee is not charged to customers in the following situations:

- 1. When a title is owned by the Wichita Public Library but the item is needed in a different format in order to make the information accessible to the customer (e.g. a print copy of an audio book for a customer with hearing impairments, a larger print/audio edition of a copy available only in regular print for a low vision customer, etc.)
- 2. When the last copy of a title owned by the Wichita Public Library is not currently available as a result of being missing, lost in circulation or unavailable for repair/rebinding/replacement.
- 3. When additional copies of a title are needed for a book club or organization with a current partnership agreement on file with the Library.

The lending library sets due dates for ILL materials. Fines will be charged for overdue items according to the circulation parameters set for ILL loans. ILL items may not be renewed. The replacement cost for lost ILL items is determined by the lending library and will be charged against the borrower's record in addition to a \$25.00 processing fee.

Any fees passed onto the library for ILL items and any late fees will apply to all accounts.

The Wichita Public Library will honor any restrictions on use given by the lending library.

Failure to comply with circulation policies will result in the loss of ILL privileges.

Related Forms Interlibrary Loan form

Last Review: March 2022

CIR-007 Circulation of Materials

Library materials may be checked out by anyone with a Wichita Public Library card in good standing. Customers are in "good standing" when the amount of fees or lost charges is below \$10.00 and there are no items more than 15 days overdue.

A Library card or photo identification is required in order to borrow materials at a service desk. To borrow materials at a self-check station, a customer must scan the library card barcode or manually enter the library card number or user ID and corresponding password.

Items checked out from one Wichita Public Library location may be returned to any other Wichita Public Library location.

Fees of specific amounts are assessed per day on items that are returned late.<u>All materials will have an</u> assigned due date based on the item, and if not returned by that date will display as overdue until the materials are returned or changed to lost status. Overdue items will continue to accrue a fee up to a maximum limit until they are returned or changed to lost status. Items that are renewed are subject to the maximum limit separately for each due date.

Many items may be renewed if there are no hold requests for other customers, or the item has not reached the maximum renewal limit. Certain items may not be renewed.

Most customers in good standing are limited to a total of 150 items on loan at one time. Some account types have more stringent loan limits.

Customers on a payment plan for outstanding fees of \$25.00 or more on account are limited to five items on loan at one time.

(See CIR-007.1 Circulation Parameters.)

Related City Codes and Ordinances City Code Section 5.92.010

City Ordinance No. 34-827 (part)

Last Review: March 2022

CIR-010 Lost Items

If a customer does not return an item within 30 days of the date it was due, the item will be declared "lost" and the customer will be charged for the price of the item. An additional \$7.00 processing fee for Wichita Public Library materials or a \$25.00 processing fee for interlibrary loan materials will be charged to offset costs related to item replacement and fees assessed by lending libraries.

If the item is returned within 90 days after the item has been declared "lost" the price of the item <u>and the</u> <u>processing fee</u> is credited to the customer's record. An identical replacement copy of a lost item may be provided by the customer in lieu of paying for the item. (See CIR-012 Replacement of Lost or Damaged Items.)

The processing fee is not credited or refunded to the customer. No additional overdue fees are charged.

For those items that a customer claims to have returned, Library staff will search for the item. If the item is found, it will be checked in and all fines on the item will be waived. If it is not found, designated staff may decide to put the item into a "Claims" status. No fines will be charged against the customer's record. Claims items are deleted from the system after six months.

Last Review: March 2022

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PER-007 Staff Benefits

In addition to any benefits provided through the City of Wichita, employees of the Wichita Public Library enjoy several privileges.

Staff is not charged overdue fees for Wichita Public Library materials, although continued abuse of this privilege may result in disciplinary action. Staff will be charged unclaimed hold fees and overdue fees for interlibrary loans.

Continuing education opportunities may be available for staff.

Related Forms

Last Review: August 2021

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PER-008 Volunteer Program

The achievement of the goals of the Wichita Public Library is best served by the active participation of citizens of the community. To this end, the Library accepts and encourages involvement of volunteers at all appropriate levels of programs and activities.

To become part of the volunteer program, individuals must be at least twelve years of age or ready to enter the seventh grade. Parental permission to volunteer is required of all individuals under the age of eighteen. Youth volunteers may volunteer through the teen volunteer program that support summer reading activities or they may volunteer as individuals at any time during the year.

In addition to volunteering for the Library, individuals may become volunteers for the Library's support organizations (Friends of the Library, Wichita Genealogical Society). Unless explicitly noted, this policy applies to all volunteers working in Wichita Public Library facilities as well as volunteers assisting with outreach activities on behalf of the Library.

Definition of Volunteer

A volunteer is anyone who, without compensation, performs a task at the direction of or on behalf of the Wichita Public Library. This includes individuals working within library facilities on behalf of the Library's support organizations. Within the volunteer program are several subsets of volunteers. These include:

- ACTIVE VOLUNTEERS: those who contribute a minimum of four hours of service during the month.
- ACTIVE PERMANENT VOLUNTEERS: those who are contributing service on an ongoing basis with a minimum of four hours of service for three or more consecutive months. Seasonal service does not qualify an individual for "active permanent" volunteer status, nor does service contributed through an employment or community service program. Active permanent volunteers receive some staff privileges (see PER 007 Staff and Volunteer Benefits.) These benefits continue as long as the volunteer remains in "active permanent" status.
- PROGRAM VOLUNTEERS: those who contribute service through or on behalf of another
 agency or work program. Examples of program volunteers are those participating in student
 community service activities, work experience programs, student intern projects, corporate
 volunteer programs and other similar volunteer referral programs. It also includes individuals
 placed at the Library and paid for their service hours through programs such as but not limited to
 the Summer Youth Work Experience Program or the Senior Community Services Employment
 Program managed by the Workforce Alliance of South Central Kansas.
- SUPPORT GROUP VOLUNTEERS: those who contribute service with a library facility but for the benefit of one of the Library's supporting organizations. These volunteers are supervised by those respective organizations and not by the Library's staff or Volunteer Manager.
- TEEN VOLUNTEERS: those youth under the age of eighteen who provide seasonal service during the summer in support of the Library's summer reading programs and activities.

Criminal Records Check

Volunteers must complete criminal background checks if over the age of eighteen and be officially approved by the Wichita Public Library prior to beginning service in the volunteer program. Volunteers with gaps in service of six months or more will be subject to successful completion of a new criminal background check before being approved to return to their volunteer work with the Library.

All support group volunteers who are allowed unsupervised access into staff-only areas of library facilities or who work with cash handling, public computing services or children are required to complete a criminal background check. Support group volunteers providing service in other ways may be exempted from the requirement of a complete criminal background check prior to the start of their volunteer service within a library.

Employees and Employee Family Members as Volunteers

The Fair Labor Standards Act (FLSA) prohibits currently employed City of Wichita employees, including library staff, from working as Library volunteers.

Family members of staff are allowed to volunteer with the Wichita Public Library. When family members are volunteers, they will not be placed under the direct supervision or within the same branch or section with currently employed members of their family.

Conflict of Interest

No person who has a conflict of interest with any activity or program of the Wichita Public Library, whether personal, philosophical, or financial will be accepted to serve as a volunteer with the Wichita Public Library.

Confidentiality

Volunteers are responsible for maintaining the confidentiality of all proprietary or privileged information to which they are exposed while serving as a volunteer. Failure to maintain confidentiality may result in termination of the volunteer's relationship with the Wichita Public Library or other corrective action.

Service at the Discretion of the Library

The Wichita Public Library accepts the service of volunteers with the understanding that such service is at the discretion of the Library. Volunteers agree that the Wichita Public Library may at any time, for whatever reason, decide to terminate the volunteer's relationship with the Wichita Public Library. A volunteer may at any time, for whatever reason, decide to resign from volunteer service with the Wichita Public Library.

Last Review: August 2021

Media Report: August 2022

Television:

- August 8, 2022: KWCH, NewsTalk about Local Author Day
- August 11, 2022: KAKE, Kids Corner about library cards and student resources
- August 23, 2022: KSN, "Wichita Public Library to eliminate overdue fees"
 <u>https://www.ksn.com/news/local/wichita-public-library-to-eliminate-overdue-fees/</u>
- August 23, 2022: KWCH, "Wichita Public Library no longer charging fines for overdue materials" <u>https://www.kwch.com/2022/08/24/wichita-public-library-no-longer-charging-fines-overdue-materials/</u>

Print:

 August 28, 2022: The Sunflower, "OPINION: Best local spots and websites to buy cheap, used/new books" <u>https://thesunflower.com/65200/opinion/opinion-best-local-</u> <u>spots-and-websites-to-buy-cheap-used-new-books/</u>

Radio

 August 24, 2022: KNSS, "Wichita Public Library goes fine free" <a href="https://www.audacy.com/knss/news/local/wichita-public-library-goes-fine-free?utm_campaign=www.audacy.com%252Fknss&utm_content=1661366302&utm_medium=social&utm_source=facebook,twitter&utm_term=KNSS-AM The quarterly meeting is on Saturday, September 17 at 1:00 at the ALL.

Denyce Payton is the speaker. She will speak on African American genealogy research with a focus on available records for the antebellum period through 1870.

A course on genetic genealogy begins on September 24.

Our Board President, Margaret, has resigned her position for health reasons. Vice President Helen Cole will finish out the 2022 term as Acting President.

Julie Crawford WGS September 11, 2022