

**NANCY L. MCCONATHY PUBLIC LIBRARY DISTRICT
BOARD OF TRUSTEES
Regular Meeting
February 14, 2024
4:30**

Meeting will occur in person

- 1. ROLL CALL**
- 2. APPROVAL OF THE MINUTES**
- 3. CORRESPONDENCE**
- 4. LEGAL COUNSEL**
- 5. LIBRARIAN'S REPORT**
- 6. COMMITTEE REPORTS**
 - A. BUDGET AND FINANCE---Linda Todd**
 - B. POLICY AND BYLAWS --- Roger Strasemeier**
 - C. PERSONNEL--- Catherine Boettcher**
 - D. PUBLIC RELATIONS--- Mary Thompson**
 - E. FRIENDS OF THE LIBRARY --- Friends Representative**
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
 - A. Reichelt Water Heater Replacement**
 - B. Changes is PTO Policy for Part Time Employees**
 - C. Lead Circulation Supervisor Contract**
- 9. AUDIENCE TO THE PUBLIC**
- 10. ADJOURNMENT**

NANCY L. MCCONATHY PUBLIC LIBRARY DISTRICT
BOARD OF TRUSTEES

Minutes of the Regular Board Meeting
January 10 2024

President Gary Holcomb called the meeting to order at 4:34 P.M.

1. Roll Call: Present were: Gary Holcomb, Merrionna Pierce, Roger Strasemeier and Linda Todd
Absent – Catherine Boettcher, Mary Thompson and Courtnei Travis.
2. Minutes:

A motion was made by Linda Todd and seconded by Roger Strasemeier to approve the minutes for the Levy Meeting of December 2023. Roll Call Vote: Merrionna Pierce, aye; Roger Strasemeier, aye; and Linda Todd, aye; Mary Thompson, aye; and Courtnei Travis, aye. Three ayes, and 0 nays. Motion carried.

A motion was made by Roger Strasemeier and seconded by Linda Todd to approve the minutes for the Meeting of December 2023. Roll Call Vote: Merrionna Pierce, aye; Roger Strasemeier, aye; and Linda Todd, aye; Mary Thompson, aye; and Courtnei Travis, aye. Three ayes, and 0 nays. Motion carried.
3. Correspondence: None
4. Legal Counsel: None
5. Librarian's Report: As presented.
6. Committee Reports:
 - A. Budget and Finance: As presented.
 - B. Policy and Bylaws: None
 - C. Personnel: None
 - D. Public Relations: None
 - E. Friends: None
7. Unfinished Business:

None
8. New Business:
 - A. The 2023 Audit was presented by Laura Babula from Sikich. A motion was made by Roger Strasemeier and seconded Merrionna Pierce to accept the Audit as presented. Roll Call Vote: Merrionna Pierce. Aye; Roger Strasemeier, aye; and Linda Todd. Three ayes, and 0 nays. Motion carried
 - B. The staff payment for COVID policy was reviewed by Director Williams-Baig. No action taken.
 - C. The Part Time PTO policy was reviewed. A discussion was held as to how our policy works with the new State of Illinois Paid Time Off Policy. A motion was made by Merrionna Pierce and seconded Linda Todd to increase the amount of PTO days for Part Time employees from 3 days to 4 days per calendar year. Roll Call Vote: Merrionna Pierce. Aye; Roger Strasemeier, aye; and Linda Todd. Three ayes, and 0 nays. Motion carried
 - D. A proposal to change phone companies was presented by Director Williams-Baig. A motion was made by Roger Strasemeier and seconded Linda Todd to accept the proposal as presented. Roll Call Vote: Merrionna Pierce. Aye; Roger Strasemeier, aye; and Linda Todd. Three ayes, and 0 nays. Motion carried

9. Audience to the public: None

10. A motion was made by Linda Todd and seconded by Merrionna Pierce to adjourn the meeting at 5:15 pm. All ayes, motion carried.

Respectfully submitted,
Rosie Williams-Baig

February 2024 LIBRARIAN'S REPORT

I hope this message finds you all well and safe.

January was a month of new beginnings. To that end we hired a Spanish speaking employee so that we can now offer services in Spanish on Tuesdays and Saturdays from 10 am to 12 pm. She has also helped us translate flyers for upcoming events and our newsletter! We are slowly transitioning our website to offer Spanish options as well.

For the month of February we are celebrating Black History Month, Valentine's Day and Leap Day! We have Black history month trivia, prizes and craft bags all month long. We have an ice cream party planned for Valentine's Day as well as crafts available throughout the month. We will spend Leap Day with many activities and trivia for patrons throughout the day.

Our annual Egg Hunt will be held Saturday March 23rd from 11 – 12 with each age group starting every 15 minutes. As in years past, we will have 4 baskets and 2 bikes per age group! We have begun accepting donations of egg sized candy as well as monetary donations. We have received confirmation from Wintrust bank that they will be increasing their annual donation from 300 dollars to 400 dollars! We are extremely grateful for this donation. We typically use this donation to pay for the bikes we raffle off.

Sincerely,
Rosie Williams-Baig
Director

**FINANCIAL REPORT
Dyer Bank and Trust**

February 2024

PAYROLL \$109,313.62
GENERAL FUND \$ 25,789.02
MONEY MARKET \$52,822.83
PETTY CASH \$2,120.50
CHECKING \$1,077.32

Total: \$ 191,123.29

Loan

*** \$351,806.11

*** Note: All mortgage issues with the bank have been corrected as of February 1st.



Nancy L. McConathy Public District Policy Manual

- b. All other full-time staff members who have completed at least twelve (12) months of continuous service are entitled to a paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Time</u>
1 year but less than 5 years	2 work weeks
5 years but less than 10 years	3 work weeks
10 years but less than 15 years	4 work weeks
15 years to 24 years	5 work weeks
25 years or more	6 work weeks

- c. Vacation days are given for the coming year on January 1st. Vacation time can be used prior to accumulation with written consent and approval of the Library Director and Board approval. Should an employee be terminated, with cause, or decide to leave on their own, prior to earning used vacation time they will be responsible to pay back all time used. If this should occur all funds must be returned prior to the employee receiving their final pay check. If funds have not been paid, the Library reserves the right to withhold any portion, up to and including the full amount of the check to cover the time used and shall seek legal action to recoup the remainder of funds used. Records of all vacation time used shall be maintained by the Library Director.
- d. Two weeks of an employee's vacation time may be held over to the next year for use.
- e. Vacation Time may be taken in 1-day increments.
- f. Vacations will be scheduled by the Librarian. Library needs must take precedence, but consideration will be given to the preference of individual staff members. Seniority will be taken into consideration when appropriate. No vacation will be permitted during a time that the employee's absence would interfere with the normal operation of the Library.
- g. If a designated holiday occurs during the regularly scheduled vacation time, it will not be included as part of the vacation but will be considered as an additional day of excused absence with pay.
- h. The amount of vacation to which an employee is entitled shall be determined by the completed years of employment and no allowance will be made for portions of a year.
- i. Part-time employees are not entitled to a paid vacation.
- j. Employees not eligible for vacation or who wish to extend vacation periods beyond the paid vacation may be granted vacation time without pay not to exceed two weeks upon the discretion of the librarian.



Nancy L. McConathy Public District Policy Manual

10. Comp Time

Due to the nature of the Library, there are times that salaried employees may be required to work on previously scheduled days off, i.e. holidays or weekends. In order to ensure that the Library remains fully staffed during regular business hours a comp time policy has been put into place.

For the purpose of this policy, comp time will refer to as the paid time off that is given to compensate for hours worked above and beyond their normal salaried hours.

In order to maintain accountability, the Director, or their designee, will keep track of extra time worked on the back of the employee's time sheet in the same fashion as vacation, sick and personal time is kept.

All employees must receive approval from the director PRIOR to working unscheduled hours. If these hours are approved, each employee is responsible for clocking in and clocking out to keep accurate time worked above and beyond their regularly scheduled work hours. Comp Time, like all other paid time off, can be used for time off in the form of a half day or a full day. Should an employee wish to use their accumulated comp time, they are responsible for informing the Director, or their designee, no less than 48 hours before the end of the pay period.

11. Part Time Employee Personal Days (Rev. January 2024)

Employees who work part time, less than 36 hours a week, shall be awarded a total of four (4) personal days a year they can take off, with pay, for any reason. These days are awarded on January 1st and must be used by December 31st of the same year. Unused days will NOT be carried over into the next year and will be forfeited by the employee if they are not used by the allotted time.

12. Emergency Closing

Should the library have to closed due to an emergency, including but not limited inclement weather all full-time staff will be paid the full day. Part time staff will be given the option to either decline payment or to be paid during that current pay period with the knowledge they will have ninety (90) days to make up that time. Employees must complete and sign a form designating their choice.

13. Misconduct

Any incident involving an employee requiring police intervention will be prosecuted fully by the Nancy L. McConathy Public Library District. Complaints will be signed by the staff member in charge at the time of incident. The Library Director must be notified as soon as possible of all such incidents. It will be the responsibility of the Library Director to inform the Board as soon as possible.

14. Progressive Discipline (Rev. March 2023)

Each employee will receive 20 points at the beginning of January. Employees who start later in the year will receive a pro-rated amount of points. Points will be taken away for

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and effective as of March 13, 2021 by and between the Board of Trustees of the Nancy L. McConathy Public Library District, located at 21737 Jeffery Avenue, Sauk Village, Illinois ("Library District") and Crystal Parker ("Employee") (individually a "Party" and collectively the "Parties").

WHEREAS, the Nancy L. McConathy Public Library District is a public library district in Cook and Will Counties, formed under the laws of the State of Illinois, and

WHEREAS, Crystal Parker is the current Lead Circulation Clerk and has been the Lead Circulation Clerk since 2023, and

WHEREAS, the Board of Trustees of the Library District desires to secure continuity in the administration of the Library District's daily operations, and

WHEREAS, Devonte Turner desires to continue his administration of the Library District's daily operations, and

WHEREAS, the Board of Trustees of the Library District desires to extend an employment agreement to Devonte Turner for the position of Lead Circulation Clerk and Devonte Turner desires to provide his services as Lead Circulation Clerk on the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the recital provisions set forth above are incorporated into the body of this Agreement as if fully set forth herein, and the undersigned Parties hereto agree as follows:

I. Employee Duties. The Employee agrees that he will act in accordance with this Agreement and with the best interests of the Library District in mind, which may or may not require him to present the best of his skills, experience, and talents, to perform all the duties customarily required of the position.

II. Responsibilities. The Employee shall be given the job title of Lead Circulation Clerk ("Position") and his duties shall be listed on the Job Description for the Position, a true and correct copy of which is made part of this agreement and attached hereto as "Exhibit A". Additional duties may be assigned to the Employee from time to time by the Library District. The Employee shall be expected to work full time consisting of at least thirty-two (32) hours per week, allowing for a paid forty-five (45) minute lunch break each day. Employee may engage in civic, philanthropic or community service activities, so long as such activities do not interfere with Employee's ability to comply with the terms and conditions of this Agreement.

III. Employment Period. The Employee is hereby hired and retained from July 1, 2023 to June 30, 2026. Employee's performance shall be evaluated prior to each yearly anniversary of this Agreement as explained in Section V, below.

IV. Termination. This Agreement may only be terminated by:

- a. Mutual agreement of the Parties;



- b. Permanent disability of the Employee;
- c. Discharge of the Employee for just cause; or
- d. Death of the Employee.

Termination by Mutual Agreement. During the term of this Agreement, the Library District and Employee may mutually agree, in writing, to terminate this Agreement.

Disability. The Library District may terminate this Agreement for reasons of permanent disability which incapacitates the Employee at any time after the Employee has exhausted accumulated sick and vacation leave and has been absent from his employment for an additional continuous period of three (3) months or presents to the Library District a physician's statement certifying that she is permanently disabled or incapacitated. All obligations of the Library District shall cease upon written notice of termination of the Employee for permanent disability or incapacity, provided that the Employee shall be entitled to a hearing before the Library District if she so requests. The Library District reserves the right to require the Employee to submit to a medical examination, either physical or mental, whenever the Library District deems the Employee disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid for by the Library District. The Employee expressly agrees that the physician shall prepare a detailed report of the state of his physical and/or mental health and submit it to the Library District.

Discharge for Just Cause. Throughout the term of this Agreement, the Employee shall be subject to discharge for just cause, provided, however, that the Library District does not arbitrarily or capriciously call for dismissal and that the Employee shall have the right to service of written charges, notice of hearing, and a fair hearing with all rights of due process under law in executive session with any final decision to be made by the Library District in any such matter. If the Employee chooses to be accompanied by legal counsel at such hearing, all such personal legal expenses shall be paid by the Employee. Any failure to comply with the terms and conditions of this Agreement after written notice of any such failure to comply and a reasonable opportunity to correct the failure shall also be sufficient just cause for purpose of discharge as provided in this Agreement. This provision shall not be construed to limit in any way the Employee's right to review of the Employee's action in any applicable State or federal court or other administrative forum.

Renewal of Agreement. Notice of intent not to renew this Agreement shall be given to the Employee by the Library District no more than ninety (90) but no less than thirty (30) calendar days prior to the anniversary date in the year in which the Agreement expires. Said notice shall be in writing and state the specific reason(s) for non-renewal. Failure to provide timely notice of non-renewal shall extend this Agreement for one (1) additional year. Within ten (10) days after receipt of a notice of intent not to renew this Agreement the Employee may request a closed session hearing on the non-renewal.

V. Pay. As compensation for the services provided, the Employee shall be paid the amount of \$30,000 annually ("Compensation"). The Compensation is a gross amount that is subject to all local, State, Federal, and any other taxes and deductions as prescribed by law. Payment shall be made to the Employee bi-weekly. This salary amount shall be increased annually on January 30th of the contract year. The amount increased shall be based upon a satisfactory employee evaluation and the financial health of the library. Staff evaluations shall occur in November of the year proceeding contract renewal. Staff shall be informed of their intended salary increase by December 31st of the preceding contract year. Such satisfactory employee evaluation shall not be unreasonably withheld.



VI. Employee Benefits. During the period of employment, the Employee shall be eligible to participate in benefits established by the Library District. These include IMRF, NCPERS group life insurance, and Liberty National insurance. The aforementioned benefits may be changed at any time by the Library District, but the total overall value or coverage of said benefits shall not decrease. Should the entity issuing the benefit allow, the employee shall be allowed to continue those benefits at their own cost after separation.

VII. Out-of-Pocket Expenses. The Library District agrees to reimburse the Employee for pre-approved out-of-pocket expenses that are incurred by Employee for the benefit of the Library District including but not limited to: food, travel, lodging, mileage, conference or training costs. Such pre-approval shall be in writing, and the Employee shall provide receipts documenting such costs to Library District upon request. The Library District also has the right to approve the reimbursement of out-of-pocket expenses which were not pre-approved upon its discretion.

VIII. Paid Vacation Time. The Employee is entitled to ten (10) days' paid vacation time per contract year. Up to ten (10) days of unused paid vacation time may be rolled over to the following contract year. Per the staff policy manual, up to fifteen (15) unused paid vacation days may be redeemed for cash at Employee's then current rate in the last month of a contract year.

IX. Paid Personal Leave. The Employee is entitled to two (2) days' paid personal leave per year. Such personal leave may be used for doctor's appointments for Employee or a member of Employee's family, grieving the loss of friend or family member, etc. Additional personal days may accrue through the year pursuant to the terms of the Employee Handbook. Personal leave must be used within the contract year and will not roll over.

X. Sick Leave. The Employee is entitled to twelve (12) days' paid sick leave per year. Any unused paid sick leave days may be rolled over to the following contract year.

XI. Holidays. The Employee shall be given time off for all federal, State, and local holidays as determined by the respective branches of government in a given year. As a general rule, the Library's holiday schedule mimics the local school district holiday schedule. The Library District may designate additional days as holidays. In the event the Employee agrees to work on a holiday, Employee is entitled to "comp time" as outlined in the Employee Manual.

XII. Compliance. The Employee agrees to adhere to all sections of this Agreement in addition to any rules, regulations, or conduct standards of the Library District including obeying all federal, State, and local laws.

XIII. Return of Property. The Employee agrees to return any and all property of the Library District upon the termination of employment. All items shall be presented to the Board President within one (1) week of termination of employment.

XIV. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the Library District, its successors and assigns.

XV. Additional Benefits. The Employee shall be allowed such other privileges, leaves and fringe benefits as the Library District may decide and as are commonly extended to all other personnel under contract.



XVI. Notices. All notices that are to be sent under this Agreement shall be done in writing and to be delivered via Certified Mail (return receipt) to the Employee's address on file at the library.

XVII. Amendments. This Agreement contains the entire agreement of the Parties hereto and supersedes all other agreements or understandings between them, whether oral or otherwise, and all such other agreements are merged herein. No amendment, modification, restatement, supplement, termination or waiver of or to, or consent to any departure from, any provisions of this agreement shall be effective unless the same shall be in writing and signed on behalf of each of the Parties hereto.

XVIII. Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIX. Waiver of Contractual Right. If the Library District or Employee fails to enforce a provision or section of this Agreement, it shall not be determined as a waiver or limitation. Either party shall remain the right to enforce and compel the compliance of this Agreement to its fullest extent.

XX. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the Parties. Therefore, this Agreement supersedes any prior written or oral agreements, promises, conditions, or understandings between the Library District and Employee.

LIBRARY DISTRICT

Signature Date _____

Print Name

Title

EMPLOYEE

Signature Date _____

Title



EXHIBIT A

Job Description for Position



Re: Proposal

From: Linda (jaclin@ameritech.net)
To: mcconathypubliclibrary@yahoo.com
Date: Wednesday, January 24, 2024 at 04:58 PM CST

I agree.. replace the hot water tank.

Linda Todd
Sent from my iPhone

On Jan 24, 2024, at 1:50 PM, Mcconathy Public library <mcconathypubliclibrary@yahoo.com> wrote:

Hello,

The attached forwarded email is a quote we received regarding our water. We have had brown water pouring out for a few months. We after having them come out they suggested either fixing a part for 1800 dollars or replacing the whole water heater tank for 4000 dollars. President Holcomb suggested the whole tank be replaced and I tend to agree since it is about 9 years old. Due to the cost of the replacement cost being over 3000 I would need board approval to move forward.

Please respond to this email with how you would like to proceed, If you agree to replace the entire unit or not.

PLEASE REMEMBER TO JUST REPLY TO ME.... DO NOT REPLY ALL.

Thanks

Rosie

----- Forwarded Message -----

From: Nancy Rech <nancy@rp1986.com>
To: "mcconathypubliclibrary@yahoo.com" <mcconathypubliclibrary@yahoo.com>
Sent: Wednesday, January 24, 2024 at 12:34:15 PM CST
Subject: Proposal

Attached is the proposal from Chris Brewer. If you have any questions, please let me know.

--

Nancy Rech

Reichelt **PLUMBING, INC.**

Nancy@rp1986.com

Website: www.reicheltplumbing.com

Indiana Number : (219) 322-4906 ext 703

Illinois Number : (708) 754-4906

<McConathy Public Library 1-24-24.pdf>