



NOTICE OF A REGULAR MEETING City of Brenham Library Advisory Board

Wednesday, August 21, 2024 @ 5:15 p.m.

Nancy Carol Roberts Memorial Library

100 Martin Luther King, Jr Parkway

Brenham, Texas

1. **Call Meeting to Order**
2. **Citizen and Visitor Comments**
3. **Discuss and Possibly Act Upon the Approval of the Minutes from the June 26, 2024 Regular Meeting**
4. **Presentation and Discussion Related to the Library's 2024 Summer Reading Program [pg. 1](#)**
5. **Discuss and Possibly Act Upon the purchase of an AWE children's computer with Donation Funds [pg 4](#)**
6. **Discuss and Possibly Act Upon Recommended Changes and Additions to Room Use Policy and Patron Conduct Policy within the Library Policies [pg. 10](#)**
7. **Administrative Report [pg. 18](#)**
8. **Adjourn**

CERTIFICATION

I certify that a copy of the August 21, 2024 agenda of items to be considered by the City of Brenham Library Advisory Board was posted to the City of Brenham Bulletin Board at 200 West Vulcan Street, Brenham, Texas on Friday, August 16, 2024 at 4:30 P.M.

Tammy Murphy

*Tammy Murphy, Librarian
Nancy Carol Roberts Memorial Library*

Disability Access Statement: Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the N. Austin Pkwy entrance to the front of the Library Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that this notice and agenda of items to be considered by the City of Brenham Library Advisory Board was removed by me from the City Hall bulletin board on _____ at _____ Am/ Pm.

Signature

Title



Library Advisory Board

A meeting of the Library Advisory Board was held on Wednesday June 26, 2024 at 5:15 p.m. at the Nancy Carol Roberts Memorial Library, 100 Martin Luther King, Jr. Pkwy., Brenham, Texas.

Advisory Board Members present:

Sabrina Roberts, Lu Hollander, Renee Mueller, Keith Herring, Lillian Marshall, Will Corn, and Jody Tison

Advisory Board Members absent:

Jerry Jares and Janie Mehrens

City staff present:

Tammy Murphy and Susan Nienstedt

Others present

Deanna Kenisell, Tressie Roark, and Susan Myers

1. Call Meeting to Order

2. Citizen and Visitor Comments

Citizen Tressie Roark asked the Library Advisory Board (LAB) to consider overruling library policy to allow the Moms For America organization to reserve a common library area, specifically the children's room, for an event since the program room is reserved on the date needed. The library board declined to reserve common library areas that all patrons use for library services per the library Meeting Room Policy adopted by City Council 2016.

3. Discuss and Possibly Act Upon the Approval of the Minutes from the February 21, 2024 Regular Meeting

A motion was made by Sabrina Roberts and seconded by Jody Tyson to approve the Minutes from the February 21, 2024 regular meeting as written. Chairperson Herring called for a vote. The motion passed with the Board voting as follows:

Chair Keith Herring	Yes
Board Member Lillian Marshall	Yes
Board Member Renee Mueller	Yes
Board Member Lu Hollander	Yes
Board Member Will Corn	Yes
Board Member Jerry Jares	Absent
Board Member Sabrina Roberts	Yes
Board Member Janie Mehrens	Absent
Board Member Jody Tyson	Yes

4. Presentation and Discussion Related to the Library’s Summer Reading Program

A presentation was made by Librarian Tammy Murphy describing the 2024 “Adventure Begins at Your Library” summer reading program running from June 3 through July 12, 2024 . The three branches of participation by patrons of all ages were explained by Murphy, and the programs, activities and rewards were discussed by the board members. The participation statistics as of June 18, 2024 were in the packet and discussed with a final report to be presented at the August 2024 LAB meeting. Murphy thanked the library staff for their hard work with most programs reaching maximum capacity. Chair Keith Herring requested a comparison of the last four year’s participation statistics in the next update.

5. Discuss and Possibly Act Upon Recommended Changes and Additions to the Nancy Carol Roberts Memorial Library Fee Schedule within the Library Policies

Tammy Murphy presented the 2016 Library Fee Schedule included in the packet and explained some of the library services that incur a fee have changed or needed clarification updates.

Tammy stated that the proposed deletions were

1. Suggested Donations for Out of County Library Cards
2. Incoming Fax fees which the library no longer offers.
3. Interlibrary Loan Postage and Handling which the library stopped charging for in 2020.

Proposed additions and clarifications were

1. Email Generated Print wording changed from Wireless Print as the library does not have wireless printing for patrons.
2. Archival Scanner Print: The addition of the archival scanner requires an additional fee schedule line.

A motion was made by Lu Hollander and seconded by Renee Mueller to recommend changes and additions to the library fee schedule.

Chairperson Herring called for a vote. The motion passed with the Board voting as follows:

Chair Keith Herring	Yes
Board Member Lillian Marshall	Yes
Board Member Renee Mueller	Yes
Board Member Lu Hollander	Yes
Board Member Will Corn	Yes
Board Member Jerry Jares	Absent
Board Member Sabrina Roberts	Yes
Board Member Janie Mehrens	Absent
Board Member Jody Tyson	Yes

6. Administrative Report

Librarian Tammy Murphy provided the library statistics report for the last three months included in the LAB packet. In addition, Murphy provided the following updates

- A Financial Report on the Donation Fund expenditures and balance since last year.
- A 5 Year Plan Personnel Request of one full time library staff member was presented to Brenham City Council
- A Timeline on Fiscal Year 24-25 budget meetings with Brenham City Council
- A Dolly Parton Imagination Library (DPIL) monetary donation support by Fortnightly and a continuing new sponsor search for DPIL
- Community Services concerns of increased service hours at the library, staff time managing service workers, and budgeting of supplies for Commiunity Service tasks
- Library Accreditation by TSLAC granted for 2024-2025
- Possible expenditures from the Donation Fund for an AWE computer station, adult programming for Fiscal Year 25, and construction of program room closet shelving were discussed. Further research on each possible expenditure will be presented at the August LAB meeting.

7. Meeting adjourned.

Keith Herring
Chair Person

ATTEST:

Tammy Murphy
Staff Liaison



To: Library Advisory Board Members
From: Tammy Murphy
Subject: 2024 Summer Reading Program Final Report
Date: August 16, 2024

The Summer 2024 reading program "Adventure Begins at Your Library" ended July 12, 2024 with a very successful and fun swim party at the Aquatic Center. A statistic infographic follows on the next page.

1. 648 readers signed up on Beanstack to participate in the reading challenge with 530 logging minutes totaling 274, 823 minutes read this summer. 225 people participated in activity challenges. 354 readers completed all three reading goals. A 55% completion rate is above the national completion level of 35-40%. 113 book reviews were written for our catalog for others to read.
2. Participants earned 2,204 rewards in all age levels. 1,984 redeemed their prizes at the library.
3. We had 42 programs in the months of June and July with a participant attendance of 2,412.
4. Plans are under way for the 2025 Color Our World Reading Challenge on June 2 through July 11, 2025

2024 SUMMER READING SUCCESS



TOTAL READERS

648 Signed Up
530 Logged
Minutes
225 Completed
Activities



COMPLETION

354 Completed
all 3 levels of
reading goals

55%

REWARDS

2,204 rewards
earned with
1,984 redeemed



REVIEWS

113 reviews written
by all ages and
available on the
catalog as long as
the reviewed book is
in our system.



LOGGED MINUTES

274,823 minutes
of reading
logged for all
ages



2025

Color Our World
June 2
through
July 11

Participation Comparison	2022	2023	2024
Total Readers Enrolled	624	611	648
Total Readers Logging	404	479	530
Total Readers Doing Activities	184	277	225
Total Readers at Completion	261	298	354
Total Prizes Earned	1,668	2,620	2,204
Total Prizes Redeemed	1,475	2,171	1,984
Total Reviews Written	61	42	113
Total Minutes Read	215,543	232,601	274,823



To: Library Advisory Board Members

From: Tammy Murphy

Subject: Discuss and Possibly Act Upon Purchase of AWE Children's Computer with Donation Funds

Date: August 16, 2024

The Library has two AWE computers for children in the Children's room. We need more stations to meet the demands of our younger patrons' digital needs while keeping them safe from Internet issues.

AWE computers inspire and prepare children through pre-loaded educational content without allowing access to the Internet. The newest stations Platinum Version 3 offer the latest and most up to date content.

To add to our existing content collection, purchasing the early literacy station model bundled with the after school edge content will provide more material and reach a broader range of ages.

Information, Comparison, and a quote are on the following pages.

WHY VERSION 3?



V3 Main Interface



AWE Learning's Early Literacy Station Platinum and After School Edge Platinum workstations were developed to offer the early learners in your community the latest and greatest digital learning solutions. Our value proposition hasn't changed. Platinum Version 3 is just as safe and easy to use as current products but with several enhancements & new features!



Feature	Version 1	Version 3
3-year AIO warranty included, 4 and 5 year extension available	✓	✓
Access to AWE Learning customer portal	✓	✓
AfterSchool Edge button	-	✓
Coding content included w/ add-on option available	✓	✓
Custom screensaver option	✓	✓
Default volume control in administration panel	✓	✓
Dynamic search bar	-	✓
Faster loading time	-	✓
Main screen volume control button	-	✓
New animations	-	✓
New avatars	-	✓
New ELF browser content	-	✓
New keyboard shortcut	-	✓
New pre-loaded award-winning content	-	✓
New user-friendly admin panel	-	✓
No Internet connection required	✓	✓
Plug-and-play	✓	✓
Refreshed interface	-	✓
Remote customer support connection	-	✓
Safe learning environment	✓	✓
Sort content by age and alphabetical order	✓	✓
STREAM icons & interfaces	✓	✓
Timers for intermissions and inactivity	-	✓
Toolbar with easy administration panel access	-	✓
Touchscreen All-In-One and tablet options	✓	✓
Upgrade button in admin panel for downloads	-	✓
Warranty end date easily found	-	✓



Bundle Specific Packages

Inform users what content is offered by putting a check in the box for the product(s) you have!

Early Literacy Station Platinum

1st Grade Math	Flash Action - Multiplication & Division	Monster ABC & Numbers	Science & Nature 2
ABC Dinos	Flash Action Phonics Made Easy	My Terrific Spaceship	<ul style="list-style-type: none"> • Our Solar System • Rocks • The Ice Age Volcanoes
Alive Alphabet Tracing	Geometry Shapes - PreK	Numbers - Math	Sid the Science Kid
Animal Typing	Humpty Dumpty	Pango Build Safari	<ul style="list-style-type: none"> • Pollination • Primary Colors • Reused Robots • States of Water
Arthur's Birthday	JumpStart 1st Grade	Pango Hide & Seek Fairytales	
AntiSpark	KIDPedia Interactive	Pango Kumo	
Beginning Reading	Kids Learn About Music	Pango Musical March	
Beginning Reading - with Phonics	Kids Learn to Sort	People and Places	Sight Word Games
Billy Goats Gruff	Kids Telling Time	Phonics 1 & 2	Silly Pictures
Brain Games for Kids	Kindergarten Addition & Subtraction	PopMath	Silly Sentences
Didi & Ditto First Grade & Kindergarten	Learning Languages with Emma	Puzzle Shapes	Smile and Learn
Dino Tim	Lil Monsters	Science & Nature 1	Super Star Movies
Find It: A Trip to the City	Little Monsters at School	My Planet & Me	Telling Time
Find It: Animals Around the World	Little Red Riding Hood	<ul style="list-style-type: none"> • On the Farm • Pluto the Lonely Dwarf Planet • The Seasons 	The Berenstain Bears Get in a Fight
Fingertapps Skywriter	Money & Making Change		The Gingerbread Man
Flash Action-Addition & Subtraction			Thomas: The Sound Song
			Three Little Pigs

AfterSchool Edge Platinum

Angle Defense	Math Dog Division
Arthur's Teacher Trouble	Math Wizard
Beginning Fractions & Decimals	MathLand
Conversational Spanish 1 & 2	MathPup Draw Coordinate
Cursive Writing Wizard	MathPup Golf 2
DIVIDO	MatchPup Match Geometry
Division Rap	Mia Science
Earth Science	Monster Club
Fox Factory	New Kids on the Block
Geo Flags Academy Geography	Number Diner
Games	Number Run
Goldilocks & the Three Bears	One Road
Graphing Puzzle	Phonics 3 & 4
Hexologic	PopGeo
Kidnap Caper	Return to Mechania
Know Your Europe	Science Simulations 2
Know Your USA	Spanish Volumes 1 & 2
Know Your World 2	Sports
Life Science	Typing Instructor Platinum
Math Dog Algebra Basic	USA Maps
	Writing Strategies

BLF Bilingual French or Spanish Early Literacy Station Platinum BLS

<p><i>Note: Some titles are only offered in either Bilingual French (BLF)* or Bilingual Spanish (BLS)**</i></p> <p>ABC Dinos</p> <p>Angle Defense**</p> <p>Arthur's Birthday</p> <p>Canciones Para Niños**</p> <p>Conceptos De Principiante**</p> <p>Connect Diagonally**</p> <p>Didi & Ditto First Grade*</p> <p>Didi & Ditto Kindergarten</p> <p>Didi & Ditto PreSchool*</p> <p>Dino Tim</p> <p>Flash Action**:</p> <ul style="list-style-type: none"> • Sumar/Restar • Multiplicacion & Division <p>Frankie*:</p> <ul style="list-style-type: none"> • CE1 7-8 ans • Droles d'Animaux • Les Aventuriers du Temps • Maternelle Grande section 5-6 ans • Maternelle Moyenne section 3-5 ans <p>Geometry Shapes - Kindergarten**</p> <p>Graphing Puzzle**</p> <p>Join the Dots: Cars, Engines & Trucks</p> <p>Juegos de Ciencia**</p> <p>Junta Los Puntos**</p> <p>KIDPedia Interactive</p> <p>Kids Jigsaw Animal Puzzles</p> <p>Le complot de Mataharate*</p> <p>Learning Languages with Emma</p> <p>Learn French*:</p> <ul style="list-style-type: none"> • Body Parts, Family, and More • Let's Play Inside • Let's Play Outside 	<p>Learn Spanish**:</p> <ul style="list-style-type: none"> • Body Parts • Let's Play Outside • Colors • Let's Play Inside <p>Lil Monsters at School**</p> <p>Little Pim:</p> <ul style="list-style-type: none"> • Animals • Colors • Numbers • Feelings <p>Math Dog Algebra Basic**</p> <p>Math Dog Division**</p> <p>MathLand</p> <p>MathPup Golf 2**</p> <p>MatchPup Match Geometry**</p> <p>Mia Math</p> <p>Mia Reading*</p> <p>Mia Science*</p> <p>Miss Spider*</p> <p>Monster Numbers</p> <p>Multiplication Rap**</p> <p>Paint the Square**</p> <p>Pequeños Monstruos**</p> <p>Personas Y Lugares**</p> <p>Smile & Learn</p> <p>Spanish School Bus**</p> <p>Tarjetas de Memoria**</p> <p>Telling Time Games**</p> <p>The Berenstain Bears Get in a Fight**</p> <p>Tim the Fox - Mosaic</p> <p>Tim the Fox - Paint</p> <p>Tim the Fox - Puzzles</p> <p>Tortoise & the Hare</p> <p>Tux Paint</p>
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Inspiring discovery.



Preparing lives.®

Purchase Quotation
End of Summer Sale

Quotation developed for: Tammy Murphy
Organization ("Customer"): Nancy Carol Roberts Memorial Library
New Customer?

Date: August 5, 2024
Valid until: August 30, 2024 12:00PM EST

*Please open your product upon receipt to confirm a safe delivery.
You have 30 days to request an exchange for equipment damaged in shipping.*

Item Number	Product	Quantity	Unit Cost	Total
AIO Model: Includes computer, keyboard, mouse, mouse pad and 3 year warranty				
ELS	Early Literacy Station	0	\$ 3,622.00	\$ -
BLS	Bi-Lingual Spanish	0	\$ 3,832.00	\$ -
BLF	Bi-Lingual French	0	\$ 3,832.00	\$ -
ASE	After School Edge	0	\$ 3,674.00	\$ -
ELS-S	Early Literacy Station + Bi-Lingual Spanish	0	\$ 4,461.00	\$ -
ELS+	Early Literacy Station + After School Edge	1	\$ 4,304.00	\$ 4,304.00
Warranty & Upgrades Extend Plan (for All-in-one's only):				
EXTEND1	1 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 4 yrs.)	0	\$ 550.00	\$ -
EXTEND2	2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 yrs.)	0	\$ 1,100.00	\$ -
Options:				
DJHP-AWE	AWE headphones with volume control, 90-Day limited warranty	0	\$ 42.00	\$ -
Y SPLITTER	Audio Y-splitter cable, 6 inch (allows 2 set of headphones simultaneously)	0	\$ 9.00	\$ -
REPLUG	Replug Mini-Stereo Breakaway Audio Adapter	0	\$ 26.00	\$ -
AIO STAND	Enhanced Support Stand (for All-in-One units)	1	\$ 191.00	\$ 191.00
LTMO-AWE	Little Mouse - Optical USB (one included with each system purchase)	0	\$ 35.00	\$ -
LB2B-AWE	Keyboard w/ colored keys (one included with each system purchase)	0	\$ 35.00	\$ -
MOUSE PAD	AWE Mouse Pad (one included with each system purchase)	0	\$ 7.00	\$ -

Customer Trade In Program :

S/N:	S/N:

Contact your AWE Learning account executive to learn more or visit www.awelearning.com/leasing.

DISCOUNT	End of Summer Sale	20.00%	\$ (860.80)	\$ -861.00
DISCOUNT	CTLS Additional Discount			\$ -25.00
*SHIPPING	SHIPPING AND HANDLING	\$ (25.00)	\$ (25.00)	\$ -25.00
SHIPPING	SHIPPING AND HANDLING	1	\$ 90.00	\$ 90.00
		Shipping - Stands	1	\$ 25.00
		Estimated Sales Tax	→	0.000% \$ -
				TOTAL \$ 3,724.00

* Surcharge for Alaska and Hawaii will be applied

Market: Library (LIB-LIB)

If you are exempt, please include a copy of your sales tax certificate

NOTE: An authorized customer contact should sign and return a copy of this quote to AWE by the Valid Until date, to accept this price quote.

AWE Acquisition, Inc.	Nancy Carol Roberts Memorial Library	V3_2024
(Signature)	Date <u>8/5/2024</u>	(Signature) Date
(Print Name)	(Print Name) / (Title)	When fully executed, this document, including the attached Terms and Conditions which are incorporated herein by reference, is a binding Agreement
Senior Account Executive	Email Address & Phone Number	

* All invoices are sent via email

From where do the funds for this purchase originate? _____

Bill To Information	Ship To Information
Name: <u>Tammy Murphy</u>	Name: <u>Tammy Murphy</u>
Organization: <u>Nancy Carol Roberts Memorial Library</u>	Organization: <u>Nancy Carol Roberts Memorial Library</u>
Address: <u>100 MLK Jr Parkway</u>	Address: <u>100 MLK Jr Parkway</u>
City, State, Zip: <u>Brenham, TX 77833</u>	City, State, Zip: <u>Brenham, TX 77833</u>
Phone / Fax: <u>979-337-7201</u>	Phone / Fax: <u>979-337-7201</u>
Email: <u>tmurphy@cityofbrenham.org</u>	Email: <u>tmurphy@cityofbrenham.org</u>

PAYMENT TYPE: Net 15 Terms or Credit Card: VISA MC DISC AMEX / # _____ EXP. _____
fee will be applied to the total invoice amount charged for all credit card orders. NAME ON CREDIT CARD (if Applicable): _____

Key (primary AWE) Contact NAME: _____ Email: _____ Phone: _____
Warranty & Upgrade Contact NAME: _____ Email: _____ Phone: _____

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Invoicing and Payment: AWE will invoice Customer for all AWE learning products and related accessories when they are shipped to the Customer. AWE will invoice Customer for subscription and renewal products including all ELF™ products and Platinum Online when activated. All invoices are sent via e-mail unless Customer provides a written request for a hardcopy. Emailed invoices are binding as a paper invoice even if a paper invoice is requested. Customer agrees to make payment for the full invoice amount due to AWE according to the invoice to Customer within 15 days of the invoice date ("Due Date"). Any payment received after the Due Date is considered past due ("Past Due.")

A 3% fee will be applied to the total invoice amount charged for all credit card orders.

Packaging: Keep Original Packaging – units are required to be returned in original packaging if repairs are needed in the future. The Company reserves the right to charge customer \$25.00 if it is necessary for the Company to ship an empty box with packaging to the customer.

Returns and Exchanges: Customer has thirty (30) calendar days to return or exchange a hardware item from the date it was received. Only items that have been purchased directly from AWE can be returned or exchanged. To return or exchange an item to AWE, Customer must first email support@awelearning.com to request a return merchandise authorization (RMA) number. All returned items must be repackaged in their original packaging with all cords, adaptors, and documentation that were included with the original shipment. Partial returns will not be accepted. All returns must be received by AWE within twenty (20) calendar days from the RMA issuance date. A restocking fee of 15% (of the purchase price) will be charged to Customer for all returns and exchanges. Customer is responsible for all applicable return shipping and packaging costs. AWE Learning will provide a return shipping label; associated costs will be deducted from your order refund for return postage. No returns or exchanges are accepted on ELF Child-Safe Browser™, ELF Reading & Reference™, or Platinum Online subscription licenses.

Delinquent Payment: The Customer agrees to pay interest on all Past Due amounts at the lesser of 1.5% per month or the highest rate allowed by law. In the event legal action is required to collect any amount due, Customer also agrees to pay collection costs and attorney's fees incurred by AWE in a successful collection effort. AWE may suspend services, suspend further shipment of product(s) and/or terminate the Agreement in the event that Customer fails to make full payment within thirty (30) days after receiving notice of delinquency. Notice of delinquency may be sent via email or hard copy. Termination of the Agreement shall not alter Customer's obligation to make full payment under this Agreement.

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Limited Warranty on Hardware: Hardware warranties are an extension of, and limited to, the OEM warranty. AWE warrants that hardware products and accessories sold by AWE will be free against defects in materials and workmanship when used normally during the warranty period. Warranty periods vary by product. The Warranty does not cover defects or problems resulting from: (i) External causes such as accident, abuse, misuse, or electrical power problems; (ii) Servicing not authorized by AWE; (iii) Usage not in accordance with product instructions; (iv) Improper or unauthorized maintenance or modification; or (v) Usage of accessories, parts, or components not supplied or supported by AWE. This Limited Warranty does not cover any Products for which AWE has not received payment.

Warranty, Upgrade and Services Period on Bundled Products: AWE bundled hardware and software desktop products ("AWE Learning Stations") include a three-year limited warranty period, periodic software upgrades, and On-line Services from the date of shipment. AWE will notify customer periodically of software upgrade as they become available. AWE bundled hardware and software tablet products ("AWE Tablets") include a two-year limited warranty, no software upgrades, and On-Line services from the date of shipment. AWE's limited warranty on AWE Learning Stations and AWE Tablets is limited to the computer, software, keyboard, and mouse. Headphones include a 90-day limited warranty. Other optional accessories do not include a warranty.

Optional Extended Warranty, Upgrade and Services Period: Extended warranty, upgrade, and services are available for purchase for year four and five on eligible hardware and software products and accessories (not available on Platinum Online Service). Warranty, upgrade, and service periods must run consecutively (e.g., a year five extension may not be purchased without the purchase of a year four extension) and cannot exceed five years from the original date of shipment. Each one-year warranty, upgrade, and service extension will entitle Customer to all software updates during the extension period to the extent a software upgrade is released. AWE will notify Customer periodically of software upgrades as they become available. Customer is responsible for informing AWE of any changes to Customer's contact information and for scheduling and coordinating software upgrade installations.

Optional Accidental Damage Warranty: Optional accidental damage warranty is available for purchase on eligible AWE Tablets. Accidental damage warranty provides coverage for certain physical loss or damage not covered by the limited hardware warranty as specified herein. AWE agrees to repair or replace tablet products covered under the accidental damage warranty during the coverage period for any physical loss or damage caused by: i) Accidental liquid spill in or on the tablet; ii) Accidental damage to the tablet due to unintentional drop or collision; or iii) Physical damage caused by any power surge. Accidental damage warranty does not cover physical loss or damage caused by: i) Damage due to being submerged in liquid or due to fire, flood, or other acts of nature; ii) Intentional damage; iii) Normal wear and tear; iv) Cosmetic damage; or iv) Theft or loss. AWE's liability is limited in the aggregate to the total purchase price of the tablet as evidenced in a valid purchase invoice. AWE may at its discretion decide to repair or replace the damaged item with items similar or equivalent to the original purchased item. There is a limit of only one claim per registered serial number.

On-line Services: On-line services include Customer access to AWE's customer web portal, Customer account management, usage tracking, and all on-line reporting and dashboard facilities ("On-line Services"). AWE maintains the right to disable On-line Services for Customer products whose warranty, upgrade, and services period has expired and/or whose contractual subscription has ended or been terminated.

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Limitation of Liability: AWE warrants that it will perform all services associated within this agreement in a professional and workman like manner. In no event will AWE's liability whether in contract or tort, exceed the total amount of the fees and expenses paid to it by the Customer under this Agreement. Access to the ELF Child-Safe Browser™, ELF Reading & Reference™, and Platinum software content is provided on an "as is" basis and AWE makes no representations or warranties, either express or implied, of any kind with respect to the content and disclaims all warranties, express or implied, including, but not limited to, the merchantability and fitness for a particular purpose or the continued availability for use of the content. In the event of termination of access to the Content, in the case of subscribers, AWE's liability shall be limited to the refund to a registered subscriber of any subscriber fees corresponding to a pre-paid subscription. Institutional subscribers such as schools, child care, and libraries should independently verify that all Content provided via ELF and Platinum Online is appropriate for the intended audience or educational purpose. AWE's liability for warranty replacement or repair is as stated above, and shall be strictly construed. AWE has no liability whatsoever for indirect, consequential or incidental damages under contract or tort or claims of loss of data, revenue or profits.

Liability and Indemnification: AWE shall indemnify, defend and hold harmless Customer, its officers, employees and designated representatives from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of an assertion that Customer's use of Content infringes on the intellectual property rights of a third party, or for bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was proximately caused by the intentional or negligent acts of any of AWE's officers, employees, agents or authorized sub-contractors (including suppliers). Customer shall indemnify defend and hold harmless AWE, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the intentional or negligent acts Customer's its officers, employees, agents or authorized sub-contractors (including suppliers).

Proprietary, Confidential and Non-Disclosure Agreement: Each party acknowledges that all information concerning the other party which is designated by the party as "Confidential and Proprietary" shall be deemed to be Confidential and Proprietary Information. Confidential and Proprietary Information is not meant to include any information, which, at the time of disclosure, is generally known by the public. Each party agrees that it will not permit the duplication, use, or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of their obligation under this Agreement and as necessary to secure the performance of obligations hereunder by legal means), unless authorized in writing by the other party. Neither party shall use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity releases or advertising without securing the prior written approval of the other party, such approval not to be unreasonably withheld; provided that AWE shall have the right, without Customer's approval to use Customer's name in its general list of customers. Each party agrees to hold in confidence any such Confidential and Proprietary information disclosed pursuant to this Agreement for a period of 3 years from the effective date of this Agreement. The parties shall have no obligation to maintain such information in confidence provided, they can show that such information (i) was in their possession prior to disclosure of such information, (ii) is or becomes publicly available through no fault of the party or (iii) was developed by the party independent of this Agreement.

Ownership Rights: AWE shall retain all right, title and interest in all technical information, inventions, patents, trade secrets, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable, that are developed pursuant to performance of the services hereunder, or are included in the Content.

Relationship and Right to Employ: AWE is an independent contractor and nothing in this Agreement shall be deemed to create a partnership or joint venture between Customer and AWE. As an independent contractor, AWE shall be responsible for withholding and paying all employment taxes, unemployment insurance, workers' compensation insurance and benefits for its employees. During the term of this Agreement, and any extensions thereto, Customer and AWE agree not to engage in either solicitation or recruitment of each other's employees.

Term : This Agreement shall be effective when signed by both the Customer and AWE and thereafter remain in effect as hereinafter stated (unless otherwise stated in the Agreement). All AWE Learning Stations have an initial term of three years from the date of shipment, unless otherwise extended. AWE Tablets have an initial term of two years from the date of shipment, unless otherwise extended. All ELF Child-Safe Browser™ or ELF Reading & Reference™ and subscription licenses and Platinum Online Services have an initial term of one year from the date of activation, unless otherwise extended.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Final Agreement: This Agreement and exhibits contain the final and entire agreement between the parties and is intended to be an integration of all

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To: Library Advisory Board Members
From: Tammy Murphy
Subject: Discuss and Possibly Act Upon Recommended Changes and Additions to Library Policies
Date: August 16, 2024

Since the adoption of the Library Policy by the City Council, there have been changes in services the Nancy Carol Roberts Memorial Library offer our patrons. Meeting Rooms Policy and Patron Conduct Policy will need to be voted on by City Council if amended. The following pages are the current Meeting Room Policy and Patron Conduct Policy in the Library Policy Manual. Proposed deletions and/or changes are highlighted in yellow.

Deletions include mention of reservation applications which were ended in 2016, online reservations which were ended in 2020, and night time reservations which were not usually offered. Software changes in 2023 ended public viewing of reservations. Section 5 combines Rooms A-D which were later developed into two separate procedures and needs to be rewritten.

At this time, there are no recommended changes or deletions in the Patron Conduct Policy but we will discuss the policy and the use of the behavior incident chart.

Meeting Rooms Policy

1. Purpose of the Meeting Rooms Policy

1.1. Nancy Carol Roberts Memorial Library ("NCRML") provides meeting spaces for educational, cultural, civic or charitable activities that address the six goals outlined in the Nancy Carol Roberts Memorial Library Strategic Plan 2016-2026. The meeting rooms are open to nonprofit groups and organizations whose purpose is not illegal and whose conduct is not objectionable.

2. Purpose of the Large Program Room

2.1. The Library offers a Large Program Room intended for groups to meet in a space with limited distractions from the Library. This room is named the Roberta Cole Johnson Program Room.

3. Use of the Roberta Cole Johnson Program ("RCJP") Room Procedures

3.1. Use of the "RCJP" Room is subject to the following guidelines. These guidelines do not apply to Library programs and events.

3.1.1. Library-sponsored activities are given priority for use of the RCJP Room.

3.1.2. All library sponsored meetings and programs must be free and open to the public.

3.1.3. The RCJP room may not be used for social gatherings such as showers, birthday parties, or dances.

3.1.4. Reservation applications may be completed online, by phone or at the service desk and will be considered in order of receipt of a completed application. Scheduling may be done up to one year in advance of the event. All reservations will be approved by the Librarian and may be cancelled if needed. Weekend reservations are at the sole discretion of the Librarian.

3.1.5. Rooms cannot be reserved by any single organization or individual on a weekly basis. A special use permit will be considered for limited exceptions.

3.1.6. The RCJP room capacity is approximately 72 people as determined by the City of Brenham Fire Marshal.

3.1.7. Room reservation applicants must be patrons of the NCRML and at least 18 years of age.

3.1.8. While using the RCJP room, parties may not sell materials, solicit donations, or take offerings. No money can change hands. Contracts or orders may not be solicited or entered into while using the RCJP room.

3.1.9. The NCRML does not endorse any group's policies or beliefs. The Name "Nancy Carol Roberts Memorial Library" or "Roberta Cole Johnson Program Room" can only be used as a location designation for the program.

- 3.1.10. The room must be clean and vacated by library close of business on weekdays and 9:30p.m. on Saturdays. If additional time is needed, it must be stated in the applicaiton and approved by the Librarian. Please refer to the Cleaning Checklist.

- 3.1.11. For meetings or programs that take place after the posted library hours, the responsible patron who reserved the room must be at the library before closing and must remain at the library throughout the entirety of the program.
- 3.1.12. The scheduled group is responsible for setting up chairs, tables and equipment prior to the meeting or program. Chairs, tables and equipment used during the program must be returned to the storage area. The room must be left in a clean and orderly condition. Refer to the cleaning checklist for cleaning requirements. The responsible patron will be billed for any janitorial fees resulting from inadequate cleaning or room damage, and will lose future library room reservation privileges.
- 3.1.13. Children's events must have at least one supervising adult for every 10 minors.
- 3.1.14. Refreshments may be served. Please report any stains or accidents immediately. Smoking is not permitted.
- 3.1.15. **All RCJP room reservations will be available to be viewed by the public.**

4. Purpose of the Media Room (Room A), Large Meeting Room (Room B) and Study Rooms (Rooms C and D)

- 4.1. The NCRML offers a large meeting room with technical equipment and study rooms to individuals and small group for meetings or study groups in a space with limited distractions from the Library.

5. Use of the Media Room (Room A), Large Meeting Room (Room B) and Study Rooms (Rooms C and D) Procedures

- 5.1. Use of the Large Meeting Room and Study Rooms are subject to the following guidelines. These guidelines do not apply to Library sponsored programs or events.
 - 5.1.1.1. Reservation applications may be completed online or at the service desk and will be considered in order of receipt of a completed application. Scheduling may be done 24 hours in advance. Walk-ins are welcome. Reservations are for two hour intervals. Additional time may be granted if there are no requests for the room.
 - 5.1.1.2. Any patron of NCRML age 13 years and older may reserve a room.
 - 5.1.1.3. The patron reserving a room must remain in the library at all times during its use. Any children under the age of 13 using the room must be accompanied by a guardian.
 - 5.1.1.4. The Large Meeting Room and Study Rooms must be vacated at least 15 minutes before Library closing.
 - 5.1.1.5. All functions in the Large Meeting Room and Study Rooms must be free and open to the public. The Library Staff will have unrestricted access to the rooms at all times. All doors to the Large Meeting Room and Study Rooms must remain unlocked during use.
 - 5.1.1.6. **The Large Meeting Room and Study Rooms reservations will be available to be viewed by the public.**

- 5.1.1.7. All meetings and programs must be free of charge. While using the meeting or study rooms, parties may not sell materials, solicit donations, or take offerings. No money can change hands. Contracts or orders may not be solicited or entered into in the meeting or study rooms
- 5.1.1.8. Rooms must be left in a clean and orderly condition. The responsible patron will be billed for any janitorial fees resulting from inadequate cleaning or room damage, and will lose future library room reservation privileges.

Patron Conduct Policy

1. Purpose

1.1. Everyone who uses the Nancy Carol Roberts Memorial Library ("NCRML") has the right to facilities that are safe and comfortable. The Patron Conduct Policy sets a tone that supports appropriate behavior for the services provided. Persons using the Library for other than its recognized purposes may be temporarily suspended or expelled at the Librarian's discretion.

2. Restrictions

2.1. Smoking, vapor use, smokeless tobacco, drinking, alcohol, and drug use is not allowed indoors or on the patio.

2.2. Abusive language and inappropriate behavior towards patrons or staff may result in temporary suspension or expulsion at the Librarian's discretion. This includes but is not limited to lewd behavior, harassment, bullying, destruction of property, physical threats or aggression.

3. Cell Phone Usage

3.1. Cell phone use is allowed in the lobby, general reading and reception area. In consideration of other patrons, phone conversations must be quiet and minimal.

4. Food and Drink

4.1. Food and beverages are allowed in the lobby and during programming. Beverages must be in an enclosed container unless otherwise approved by the Librarian. Spills must be reported as soon as possible.

5. Concealed Weapons

5.1. See City of Brenham's Policy related to Concealed Weapons

6. Service and Therapy Animals

6.1. See City of Brenham's Policy related to Service and Therapy Animals

7. Theft

7.1. The NCRML works to protect the investment of library materials paid by taxpayers. All library material removed from the Library must be checked out through the service desk. It is considered theft to remove an item without checking it out. The police will be notified if the Staff suspects that theft was intended.

Behavior Chart

When staff action is needed with a patron behavior issue, the patron information, behavior, and consequence will be recorded on the behavior chart at the front desk. This is essential so other staff members know what has happened that day, in the past, and continual behavior issue patterns. Please read the patron conduct policy attached which was adopted by the Brenham City Council. It is not specific to all behavior issues that require staff action. Staff action is required when any patron exhibits behavior that makes the facility seem unsafe and uncomfortable. Specific examples and their recording letter are

- L= loud talking and sounds,
- F=fighting or putting hands on someone when it feels threatening,
- H=Harassing, taunting, or bullying,
- S=Swearing or cussing,
- E=Eating/drinking in the library
- R= Rule breaking
- D= Defiance and disrespect of staff
- O= other, please describe

Staff Action Consequences are the steps that staff have to complete in response to patron behavior. Each sunrise starts a new day. Patrons are treated with respect and a new beginning when they return. If there is a habitual problem, the staff action progression can be altered by the librarian.

- First Consequence: verbal warning and written up on chart
- Second Consequence: leave for the day and written up on chart
- Third Consequence: week/7 day ban (third in a day or third time after twice having to leave for the day) and written up on chart

Nancy Carol Roberts Memorial Library

**Nancy Carol Roberts Memorial Library
Monthly Activity Report for 2024**

Service Desk Statistics	May-24	Jun-24	Jul-24
Items Loaned	7,768	9,944	10,421
Technology Borrowed	21	35	47
Reference Calls	767	760	779
ILLs Borrowed	3	11	14
ILLs Loaned	1	4	2
Library Cards Issued	61	183	130
Library Cards Renewed	229	336	291
Total Service Desk Activity	8,850	11,273	11,684

Community Statistics	May-24	Jun-24	Jul-24
Study Room Uses	59	91	131
Large Room Uses	49	56	86
Community Hours	231	201	173
Volunteer Hours	54	37	80
Days Open	24	25	25
Door Count	5,841	6,985	5,840
Computer Uses	719	766	697
WiFi Sessions	-	-	-

Program Statistics	May-24		Jun-24		Jul-24	
<i>Audience</i>	Programs Held	Participants	Programs Held	Participants	Programs Held	Participants
General	8	4,313	-	-	2	135
Adult	4	110	1	14	1	7
Teen	9	433	4	139	1	24
Children	25	501	13	1,437	20	656
Total	46	5,357	18	1,590	24	822