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TO: Plymouth District Library Board **DATE:** August 9, 2022
RE: Harper Memorial Study Room **FROM:** Shauna Anderson,
Director

Over the past year, we have entertained discussion to honor the legacy of longtime board member and library champion, Steve Harper with a memorial inside the library.

I propose today that the board resolve to name the group study room next to the Creative Lab the "Harper Memorial Room" to serve as a way to include Steve's memory in the ongoing life of the institution.

Resolved by Trustee _____, seconded by Trustee _____, to name the group study room next to the Creative Lab the "Harper Memorial Room"

AYES:

NAYS:

ABSENT:



TO: Plymouth District Library Board **DATE:** August 9, 2022
RE: VEBA Plan Update, Approval **FROM:** Shauna Anderson,
Director

The library's VEBA trust is fully-funded—allowing us to provide high-quality medical insurance to our retirees who have worked fulltime for the library over 10 years. This plan, however, is unsustainable in its current form, as the number of retirees on the library's medical census is reaching a critical mass.

For the past few years, insurance companies have declined to bid on the library due to the number of retirees. In speaking with both our insurance brokers and our attorneys, we have arrived at a recommendation that allows for the VEBA program to maintain all of the same affordances of the current plan, while also allowing flexibility and more options to retirees.

The following amendment, memo, and resolution outlining the proposed changes were drafted by the library's attorneys at Foster Swift.

Resolved by Trustee _____, seconded by Trustee _____ to approve the following:

RESOLVED: That the First Amendment to the Plymouth District Library Retiree Medical Plan is hereby adopted in the form attached hereto effective as set forth therein; and

FURTHER RESOLVED: That or any officer of the Library is hereby authorized to execute the First Amendment and any other documents that are necessary in order to implement the foregoing resolution on behalf of the Library.

AYES:

NAYS:

ABSENT:

**FIRST AMENDMENT TO THE
PLYMOUTH DISTRICT LIBRARY
RETIREE MEDICAL PLAN**

The Plymouth District Library Retiree Medical Plan (the “Plan”) is hereby amended effective _____, 2022, by the adoption of the provisions set forth below.

1. The definitions “Out of Area Coverage,” “Out of Area Participant,” and “Covered Area” shall be removed from the Plan document entirely.
2. Section 3.1 of the Plan document shall be deleted in its entirety and replaced with the following:

3.1 **Benefits.** The Plan shall provide each Participant with a choice between (1) medical benefits provided through a contract with a Health Care Organization selected by the Administrator for each Plan Year (the “Medical Coverage Option”) or (2) reimbursement of Health Care Premiums in an amount equivalent to the dollar amount provided under the Medical Coverage Option (the “HRA Option”). Regardless of where the Participant resides, he or she is entitled to choose between the Medical Coverage Option and the HRA Option.

(a) If a Participant chooses the Medical Coverage Option, the actual medical expenses covered, and the extent of coverage will depend solely upon the terms of the contract, as in effect from time to time. Under the Medical Coverage Option, the Participant will be required to pay any copays, deductibles, or other charges (other than the cost of benefit coverage) provided for under the contract with the Health Care Organization. (For the avoidance of doubt, no such copays, deductibles, or other charges which are not Health Care Premiums shall be paid or reimbursed by the Plan.)

(b) If a Participant chooses the HRA Option, the Participant’s Health Care Premiums shall be reimbursed pursuant to the terms of Section 3.4(b), below, and such reimbursement shall be provided in lieu of coverage through the Medical Coverage Option. Under the HRA Option, the Participant must secure coverage on his or her own, and from

whatever source the Participant chooses to utilize. Such source may include, without limitation, coverage provided by a current employer of the Participant, or of a Participant's Spouse.

2. Section 3.2 of the Plan document shall be deleted in its entirety and replaced with the following:

3.2 **Cost of Benefits.** The Library shall make a contribution for the cost of coverage for a Participant based upon the Credited Service of the Employee upon whom Plan benefits are based, which Credited Service was earned at the Library at the time of retirement (or death, with respect to a Pre-Retirement Surviving Spouse under Section 2.2(b)), as follows:

(a) if a Participant has at least 20 years of Credited Service and selects the Medical Coverage Option, the Library's contribution for coverage will equal 100% of the dollar amount paid by the Library for active employees' coverage.

(b) if a Participant has at least 10 but less than 20 years of Credited Service and selects the Medical Coverage Option, the Library's contribution for coverage will equal 50% of the dollar amount paid by the Library for active employees' coverage.

(c) if a Participant has at least 20 years of Credited Service and selects the HRA Option, the Library's contribution to the Participant's HRA will equal 100% of the dollar amount paid by the Library for active employees' coverage.

(d) if a Participant has at least 10 but less than 20 years of Credited Service and selects the HRA Option, the Library's contribution to the Participant's HRA will equal 50% of the dollar amount paid by the Library for active employees' coverage.

3. The last sentence in section 3.3. shall be deleted and replaced in its entirety by the following:

The foregoing shall not apply to any Participant who elects the HRA Option while such HRA Option is in effect.

4. Section 3.4(b) of the Plan document shall be replaced in its entirety by the following:

b. **Health Reimbursement Arrangement.** For individuals who select the HRA Option in 3.1(b) above, the Library shall credit an amount, determined by Section 3.2(c) and 3.2(d) above, to a Health Reimbursement Arrangement (“HRA”) as described below:

1. Establishment. This HRA is established effective as soon as administratively feasible after August 21, 2012. The HRA is intended to permit Participants that elect the HRA Option (each an “HRA Participant”) to obtain reimbursement of “Health Care Premiums” (as defined in Section 3.4(b)(6), below) on a nontaxable basis from an HRA Account. The HRA shall not be funded with cash or other assets, and shall be paid from the general assets of the Library or by the VEBA.

2. Legal Status. The HRA is intended to qualify as an employer-provided medical reimbursement plan under Code §§ 105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The Health Care Premiums (as defined in Section 3.4(b)(6) below) reimbursed under the HRA are intended to be eligible for exclusion from the HRA Participant’s gross income under Code § 105(b).

3. Eligibility to Participate. HRA Participants may enroll in the HRA feature of the Plan by electing the HRA Option as defined in 3.1 above.

4. Termination of Participation. Participation in the HRA shall cease upon the earlier of the following:

- 1) the termination of the HRA by the Library;
- 2) The date on which the HRA Participant dies; or
- 3) The date on which the HRA Participant changes his or her election under the Plan.

Health Care Premiums incurred by the HRA Participant prior to the cessation of participation in the HRA and for periods of coverage prior to such cessation shall be eligible for reimbursement, subject to Section 3.4(b)(7)(c) and other applicable provisions of the Plan.

5. **Benefits Offered.** The benefits offered under the HRA consists solely of credits to an HRA account. There will be one HRA account per HRA Participant. Annual credits will be made only to the HRA account in the amount as set forth in Sections 3.2(c) and (d) above. Only “Health Care Premiums” (as defined in Section 3.4(b)(6) below) shall be reimbursable under the HRA.

6. **Health Care Premiums.** “Health Care Premiums” are those expenses for health care insurance that would be permitted as a tax deduction under Internal Revenue Code § 213(d). Such Health Care Premiums include those paid for any Medicare premiums, as well as medical, dental, prescription drug, or vision insurance premiums. Health Care Premiums may be reimbursed from the HRA account only to the extent that the expense has not been paid or reimbursed by any other group health care plan, including a health savings account or flexible spending arrangement. If only a portion of the Health Care Premium has been reimbursed elsewhere, the HRA account may reimburse or pay for the remaining portion of such expense, if it otherwise meets the definition of Health Care Premium under this Section 3.4(b)(6).

7. **Establishment of HRA Account**

a) The Plan Administrator will establish and maintain an HRA account for each HRA Participant. The Plan Administrator shall not create a separate fund or otherwise segregate assets for the HRA account. The HRA account so established will merely be a recordkeeping account with the purpose of keeping track of contributions, payments, reimbursements and available reimbursement amounts.

b) Crediting of HRA account: An HRA Account shall be credited at the beginning of each Plan Year (or immediately upon establishment of the HRA Account during the Plan Year in which an HRA Participant first becomes eligible to Participate in the Plan) with an amount equal to the amount set forth in Section 3.2(c) or 3.2(d), above. The full amount of the credit shall be available immediately at the beginning of the Plan Year (or immediately upon establishment of the HRA Account in the Plan Year that an HRA Participant first becomes eligible to Participate in the Plan, or in which the Participant elects to become an HRA Participant).

c) **Debiting of Account:** An HRA account shall be debited (reduced) for any reimbursement of Health Care Premiums incurred and paid during the Plan Year. An HRA Participant must present evidence of payment of Health Care Premiums for reimbursement to the Administrator acceptable to the Administrator. No such requests for reimbursement of payments made during a Plan Year which are presented to the Administrator more than 60 days after the end of the Plan Year shall be reimbursed.

d) **Available Reimbursement Amount:** The amount available for reimbursement in the HRA account during a Plan Year is the amount credited to the HRA account under Section 7(b), reduced by prior reimbursements debited under Section 7(c).

8. *No Carryover of HRA Account Balances; Forfeitures*

If any balance remains in the HRA account at the end of the Plan Year after all reimbursements have been made for the Plan Year, such balance shall be forfeited. In addition, any HRA benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Health Care Premium was incurred shall be forfeited.

5. Appendix A shall be removed from the Plan Document.

PLYMOUTH DISTRICT LIBRARY

Dated: August _____, 2022

By: _____

Its: _____

Plymouth District Library Retiree Medical Plan Notice

You are receiving this notice because you are a participant or beneficiary in the Plymouth District Library Retiree Medical Plan (the “Plan”). The purpose of this communication is to notify you of changes that have been made to the Plan. **No action is required on your part.**

What Is Changing

Effective _____, 2022, the Plan has been amended to provide all participants the option of electing either (1) medical benefits provided through a contract with a Health Care Organization selected by the library (the “Medical Coverage Option”) or (2) reimbursement of medical, dental, and vision insurance premiums, up to a specified amount (the “HRA Option”). This election is permitted regardless of where you live. If you elect the HRA Option, the amount of premiums that may be reimbursed will be equivalent to the dollar value of the Library’s contribution for coverage under the Medical Coverage Option.

What Is Not Changing

This change does not affect any Plan provisions related to benefits other than those noted above. Additionally, the change does not affect how and when:

- You become eligible to receive benefits; or
- You may submit claims for benefits.

Questions?

You can contact the Human Resources office at _____ Monday through Friday, from 8:00 a.m. to 5:00 p.m. Eastern time with any questions related to this change.

About this Notice

This notice is also a Summary of Material Modifications (“SMM”) that describes changes to the Plan (Plan Number _____). It supplements the Plan’s current Summary Plan Description (“SPD”). In the case of any conflict between the official Plan document and the information in this SMM or the SPD, the Plan document governs.

COLLECTION DEVELOPMENT

I. Introduction

The mission of the Plymouth District Library is “Plymouth District Library shares resources to create connection and opportunity for our entire community, because we are stronger together.” The Library provides public access to general information and materials that further this mission. The purpose of this policy is to provide guidelines for the management of library materials, including criteria for selection, evaluation, maintenance, and de-selection.

II. Selection Criteria

The collection of the Library will focus on popular materials for a variety of ages and interests. Constraints considered by the Librarians may include space, availability, durability, format, and budget. More specifically, criteria that may be used when selecting items for the library collection include a combination of:

- Current and anticipated patron demand
- Popularity of the author and/or publisher
- Attention given by critics, reviewers, professional book selection aids and the public
- Inclusion in lists such as bestseller lists, prize winners, and other book lists generated by recognized authorities
- Subjects, titles, and authors with cultural, local, or historical significance
- Accurate and authoritative information
- Relationship to existing materials in the collection on the same subject (ie. to complete a series or to fill information gaps in the collection)
- Materials that support Library programming
- Materials that support Library goals related to diversity, equity, and inclusion
- Cost as related to estimated patron use
- Physical quality of format, such as durability and stability of binding or packaging
- A variety of formats which extend beyond books
- Reputation of the vendor and replacement policies
- Performance quality of audio/visual materials
- Access to information as defined in electronic licensing contracts

Selections for the youth and teen collections provide a variety of materials to meet the needs and appeal to the wide range of interests and reading abilities common

to young people. Materials purchased for the youth and teen collections are subject to the same general selection criteria as those outlined for the adult collection. Librarians who manage collections for these age groups use their own expertise, professional journals, patron requests, and noteworthy lists and awards in the area of youth and teen literature to aid in their selection.

III. Requests for Specific Library Materials

Patrons may request specific items for inclusion in the Library's collection. Such items will be considered for purchase according to this collection management policy, or will be referred for inter-library loan.

IV. Gifts and Memorials

The Library will not purchase materials nor accept gift materials and bequests of private collections that do not meet the selection criteria principles. Gifted/donated materials are accepted only with the understanding that their inclusion in the collection is subject to the needs of the Library, and that the Library will sell or otherwise exclude unwanted materials as it sees fit. Gifts or bequests which have specific stipulations that are in conflict with the provisions of this collection development policy are not accepted.

V. Cooperatives and Resource Sharing

The Library participates in regional and state cooperative programs to provide access to information and materials for its patrons. Inter-library loan and reciprocal borrowing services are provided within the cooperative and participating libraries. They supplement and greatly expand local collections, remove geographic barriers, and are essential to libraries of all types and sizes.

VI. Preservation, Conservation, and Maintenance

The Library will attempt to maintain a healthy environment for housing the collection. In the event of a disaster, such as flooding, fire, smoke damage, etc., conservation and preservation will be attempted. Decisions for preservation recognize that not all items need to be given the same level of care, security, and attention. The Library will attempt to repair damaged library materials whenever the item's value warrants such an investment of time and resources. Items that are damaged beyond in-house attempts at repair may be considered for replacement if they meet current collection management criteria as outlined in this document. Items that are damaged beyond repair will be recycled whenever possible.

VII. Evaluation and De-selection (Weeding)

The Library is committed to providing a dynamic, useful, inclusive, and up-to-date collection for the general public. As such, the Library will undertake de-selection ("weeding," or removal of items from the collection) when appropriate. The Librarians will consider de-selection of library materials under the following circumstances:

- Materials in poor condition
- Obsolete, inaccurate, or superseded information
- Obsolete formats
- Space considerations
- Unnecessary duplication or extra copies
- Poorly used or under-circulated materials
- Presence of exclusionary structures such as racism and sexism

These criteria are by no means a comprehensive list. Data reported through the Library's automation system will be analyzed to help librarians evaluate the collection. The Director or their designees will make the final judgment of materials to be withdrawn from the collection. De-selected materials may become part of the Friends of the Library book sale, be sent to online consignment-oriented resale systems, or be recycled where appropriate.

VIII. Intellectual Freedom

The Library is committed to free and open access to its collections and to connecting people with the world of ideas, information, and materials they wish to explore in a friendly, nonjudgmental manner. The Library is committed to providing trustworthy information, fighting all forms of disinformation, censorship, and barriers to free inquiry. The Library aspires to build a broad collection based on diversity and inclusion, to further our goal to "promote equity across our community and contribute to a welcoming, inclusive environment for all." The Library will aim to build a collection that is culturally significant to its users, and which represents a variety of viewpoints, philosophies, and interests. Selection is not made on the basis of anticipated approval or disapproval, but rather on the merits of a work, without regard to the origin, background, or views of those contributing to its creation. The Library endorses the American Library Association's [Library Bill of Rights](#) and its [Freedom to Read Statement](#). To that end, patrons are free to choose what they like from the collection, to reject what they don't like, but not to restrict the freedom of others to choose.

The juvenile and teen collections have been developed to share resources that create connection and opportunity for the Library's young patrons: infants through approximately twelfth grade. The Library does not stand *in loco parentis*, leaving the final responsibility for guiding a minor's selections to the parent or guardian. Parents are encouraged to take an active role in guiding their children's use of the library. Selection of materials for adults is not constrained by possible exposure to children or teenagers.

IX. Request for Reconsideration of Library Materials

If a citizen finds an item in the collection objectionable, they may file a formal request for re-examination of the item by completing a *Citizen's Request for Reconsideration of Library Material* form (Appendix A). Completed forms will be reviewed by the Director or their designee based on this policy, and a written response will be issued. If the citizen is dissatisfied with the staff response, they may request review by the Plymouth District Library Board of Trustees. The decision of the Board of Trustees is final. No library materials will be removed from the collection until all steps in the reconsideration process are completed.

Appendix A

Request for Reconsideration of Library Resources

If you wish to request reconsideration of library resources, return the completed form to:
Library Director, Plymouth District Library, 223 S. Main, Plymouth MI 48170
Or email to: director@plymouthlibrary.org

Name			Date
Address	City	State	Zip
Phone	Email Address		
Do you represent a group? (circle one) YES NO	If yes, please identify:		
Title		Author/Producer	
How was this material brought to your attention?		Format (book, magazine, display, DVD, CD, etc.)	
Have you read reviews of this work? (circle one) YES NO	If yes, please cite the reviews consulted:		
What concerns you about this resource? Why? (Use additional pages as needed)			
Are there resources you suggest to provide additional information or other viewpoints on this topic?			
[] I have read Plymouth District Library's Collection Development Policy.			
Signature			Date

