4.1

AMERICAN LIBRARY ASSOCIATION

Item:	ELECTIONS AND APPOINTMENTS	*Item Number:*	206.2.1
Approved by:	ALA Council	*Page:*	1 of 1
Issue Date:	January, 1970	*Supersedes:*	206.2

Vote tallies

VOTED, That a complete report of the votes cast for the candidates for positions of Councilors and President be listed in AMERICAN LIBRARIES.

Nominations - committees

Feeling it unwise to maintain continuity in nominating committees:

VOTED, That the ALA Executive Board respectfully declines, for general policy reasons, the AHIL request to change the term of its Nominating Committee.

End of Section

4.2

AMERICAN LIBRARY ASSOCIATION

Item: ELECTIONS AND APPOINTMENTS *Item Number:* 206.4

Approved by: ALA Council *Page:* 1 *of* 1

Issue Date: January, 1970 *Supersedes:*

Candidates - statements of concern

VOTED, That the ALA ballots for the positions of Councilor and President be accompanied by a short statement of the candidates' professional concerns.

AMERICAN LIBRARY ASSOCIATION

Item: ELECTIONS AND APPOINTMENTS *Item Number:* 206.4.1

Approved by: ALA Executive Board *Page:* 1 *of* 1

Issue Date: July, 1970 *Supersedes:*

Candidates - notification of

VOTED, That upon the certification of election results all candidates be notified by the fastest means possible and practicable, within 24 hours' notice, and following that 24 hours' notice to candidates a release be issued to the media to insure that the candidates receive the information before the media.

End of Section

AMERICAN LIBRARY ASSOCIATION

Item: ELECTIONS AND APPOINTMENTS *Item Number:* 206.5

Approved by: ALA COUNCIL *Page:* 1 *of* 1

Issue Date: January, 1975 *Supersedes:*

VACANCIES, Filling of

The two candidates receiving the greatest number of votes to be elected to the regular Executive Board four year term; the third highest candidate will fill a vacancy created on the Executive Board.

AMERICAN LIBRARY ASSOCIATION

Item:	ELECTIONS AND APPOINTMENTS	*Item Number:*	206.4.2
Approved by:	ALA Executive Board	*Page:*	1 of 1
Issue Date:	November, 1970	*Supersedes:*	

Candidates - biographical information

VOTED, That the Executive Board approve the provisions of the additional biographical information which the Nominating Committee proposes.

THE MINUTES of the 1974 Annual Conference Council Session, July 10-12, New York City were APPROVED with the corrections which had been distributed.

INFORMATION REPORT OF THE COUNCIL COMMITTEE ON COMMITTEES - CD #16 (Exhibit 3(a). Mrs. Martin, chairman, submitted the Item for Information only but pointed out that appointments to the new Council Publishing Committee will be made in San Francisco following the ratification of bylaw amendments effecting this Committee.

COUNCIL COMMITTEE ON COMMITTEES NOMINATIONS FOR ELECTION TO THE EXECUTIVE BOARD - CD #15 (Exhibit 3(b). In accordance with Constitution Article VII, Sections 1 & 2, and Bylaw Article III, Section 6(c). Mrs. Martin's Committee nominated the following Councilors for election to the Executive Board: Larry Earl Bone, Agnes M. Griffen, Barbara S. Miller, Grace P. Slocum, Anita Schiller, and Helen Tuttle. Mrs. Martin pointed out that two were to be elected for the four-year term 1975-79 which begins at the adjournment of the San Francisco Conference, and that one is to be elected to be seated on the Board immediately to fill the vacancy created by Mrs. Martin's election to the office of President Elect, term to expire at the adjournment of the 1977 ALA Annual Conference. There was no objection to the Committee's recommendation that the two candidates receiving the greatest number of votes be elected to the regular four-year terms, and the third highest candidate be elected to fill the vacancy, nor to the Committee's recommendation that this procedure relating to unexpired terms of the Board become policy to apply in future elections.

Additional nominations were placed from the floor: Russell Shank (nominated by Councilor Carmack); Elizabeth Fast (nominated by Councilor Hatfield); A. Robert Rogers (nominated by Councilor Shields). The names were added to the ballot in accordance with Bylaw Article III, Section 6(c).

All Councilors nominated were asked to stand for recognition. President Holley announced the election schedule established to permit the announcement of the election at Council's final meeting, and reported his appointment of Councilors Giles, Parham and Mutschler to serve as TELLERS FOR THE ELECTION. The Tellers' Report, announcing the election of Mr. Shank to be seated immediately, and Mrs. Fast and Mrs. Tuttle (1975-79) was submitted to Council on January 24, and is attached as Exhibit 4.

REPORT OF THE 1975 ALA NOMINATING COMMITTEE. Pearce S. Grove, Chairman, expressed indebtedness to the many members who responded to the Committee's call for recommendations, and to those members who consented to nomination. Since the Report

0006

EXHIBIT 3(b)
1974-75 ALA Council
Document

AMERICAN LIBRARY ASSOCIATION
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ALA 1876-1976 100

REPORT OF THE COUNCIL COMMITTEE ON COMMITTEES
(Nominees for the Executive Board)

In accordance with the Constitution, Article VII, Section 2, the Council Committee on Committees submits the following recommendations regarding elections by Council to the Executive Board for 1975-79. The two candidates receiving the greatest number of votes will be seated at the adjournment of the 1975 Annual Conference, July 5. The third highest candidate will fill the vacancy created by the election of Allie Beth Martin to president-elect. This candidate will take office at the adjournment of Mid-winter 1975 and continue until the adjournment of the 1977 Conference. Unless there is objection, this policy relating to unexpired terms of the Executive Board shall apply in future elections.

In accordance with Constitution Article VII, Section 1, and Bylaws, Article III, Section 6(c), the following slate of candidates is submitted by Council for election to the Executive Board for the term 1975-79:

Larry Earl Bone, Assistant Director, Public Library & Information Center, Memphis, Tennessee

Agnes M. Griffen, Assistant Director, Public Library, Tucson, Arizona

Barbara S. Miller, Coordinator Childrens Services, Free Public Library, Louisville, Kentucky

Grace P. Slocum, Library Administrator, Cecil County Library, Elkton, Maryland

Anita Schiller, Library Reference Department, University of California, San Diego, LaJolla, California

Helen W. Tuttle, Assistant Librarian for Preparations, Princeton University Library, Princeton, New Jersey

Additional nominations for the Executive Board may be made from the floor by Councilors during Midwinter (Bylaw Article III, Section 6(c)).

Biographical notes on these nominees and ballots have been prepared and will be distributed to Council.

Page Ackerman
Milton S. Byam
Jane Anne Hannigan
Richard Waters
Allie Beth Martin, Chairman
COMMITTEE ON COMMITTEES

1/21/75

End of Section

3

Taken from 1993 Annual Conference Committee Organization Report 1992-93 COA 28-2

6. To recommend to the Planning Committee improvements in procedures and policies related to programming at ALA Annual Conference.

Composition: 12 members appointed by the ALA President-Elect for a three year term. The Committee is to make recommendations to the Planning Committee at the 1996 Annual Conference.

* Item 4: Multiple Committee Appointments.

The Executive Board referred to both COO and the Membership Committee the issue of multiple committee appointments. The Membership Committee reviewed this issue and made its recommendations to COO. COO redrafted the language and recommends approval of the following policy changes:

4.4 Member Service Policy (This policy was originally adopted by Council in June 1969. See historical file, Policy 206.3.3

No person shall concurrently serve in more than three separate positions. Governing board, committee, liaison, subcommittee, and other responsibilities which require service in another position (e.g., service on a committee which entails assembly representation) are not in conflict with this policy. The Executive Director shall notify members when they exceed this limitation.

4.5 *delete; no longer needed*

5.1 *delete; no longer needed*

Adopted by the ALA Council on June 30, 1993.

Item 5: Policy 54.14 Revision.

At the 1993 Midwinter meeting, COO recommended and Council approved the discontinuance of SCRIM and the deletion of Policy 54.14. COO stated that it would return to Council at this Annual Conference with a charge and composition statement for a task force to examine and make recommendations on the void created by the deletion of Policy 54.14.

When we began to prepare for our work at Annual, COO's staff liaison, Charles Harmon, solicited input from OLPR, OIF, and ACRL to determine current practice in providing support to members in the areas previously covered by 54.14 (tenure, status, fair employment practices, including discrimination and sexual harassment, due process, ethical practices, and the principles of intellectual freedom as set forth in policies adopted by Council) are currently handled. These reports are attached for your information.

End of Section

At the 2009 ALA Midwinter Meeting, upon recommendation by the ALA Task Force on Electronic Participation, 2008-2009 ALA CD#35, Recommendation 5, the ALA Council adopted the following revision to ALA Policy 4.5, Requirements for Committee Service.

At the 2009 ALA Annual Conference, upon recommendation by the Policy Monitoring Committee, the ALA Council voted to DELETE the existing text of policy 4.5, and INSERT in its place the following:

- **4.5 Requirements for Committee Service**
- **4.5.1 Membership**. Except as specifically authorized (see Constitution and Bylaws VIII, Sec. 4) members of all ALA and unit committees, task forces, and similar bodies must be members in good standing of the group's parent organization.
- **4.5.2 Participation**. Members of all ALA and unit committees, task forces, and similar bodies are expected to participate in the work of the group. Participation includes both attendance at synchronous meetings scheduled in conjunction with the Midwinter Meeting or Annual Conference or at other times during the year, as well as contributions through asynchronous communication methods that may be utilized by the group outside of formal meetings. Attendance at meetings may be in person, or through other means that enable synchronous communication.
- **4.5.3 Provision of explanation of absences**. Members of all ALA and unit committees, task forces, and similar bodies are expected to provide explanation of their absences and/or inability to participate to the committee chair or unit secretary. Failure to provide adequate explanation of absences from two consecutive synchronous meetings or to participate otherwise in the work of the committee constitutes grounds for removal, upon request of the chair and approval of the appropriate appointing official or governing board.

End of Section

At the 2009 ALA Midwinter Meeting, upon recommendation by the ALA Task Force on Electronic Participation, 2008-2009 ALA CD#35, Recommendation 5, the ALA Council adopted the following revision to ALA Policy 4.5, Requirements for Committee Service.

At the 2009 ALA Annual Conference, upon recommendation by the Policy Monitoring Committee, 2008-2009 ALA CD#17, Item #2, the ALA Council voted to DELETE the existing text of policy 4.5, and INSERT in its place the following:

4.5 Requirements for Committee Service

4.5.1 Membership. Except as specifically authorized (see Constitution and Bylaws VIII, Sec. 4) members of all ALA and unit committees, task forces, and similar bodies must be members in good standing of the group's parent organization.

4.5.2 Participation. Members of all ALA and unit committees, task forces, and similar bodies are expected to participate in the work of the group. Participation includes both attendance at synchronous meetings scheduled in conjunction with the Midwinter Meeting or Annual Conference or at other times during the year, as well as contributions through asynchronous communication methods that may be utilized by the group outside of formal meetings. Attendance at meetings may be in person, or through other means that enable synchronous communication.

4.5.3 Provision of explanation of absences. Members of all ALA and unit committees, task forces, and similar bodies are expected to provide explanation of their absences and/or inability to participate to the committee chair or unit secretary. Failure to provide adequate explanation of absences from two consecutive synchronous meetings or to participate otherwise in the work of the committee constitutes grounds for removal, upon request of the chair and approval of the appropriate appointing official or governing board.

what happens if things go wrong; whether provisions in the Bylaws concerning voting would apply to committee meetings conducted in part electronically.

TFOEMP requested COO's comments about this recommendation, and COO's response appears as Appendix D. The new task force should take COO's comments into account during its work.

- RECOMMENDATION 5: CD #35.5

5. Revise Policy 4.5 (Requirements for Committee Service) as follows:

4.5 Requirements for Committee Service

4.5.1 Membership. Except as specifically authorized, members of all ALA and unit committees, task forces, and similar bodies must be members in good standing of the group's parent organization.

4.5.2 Participation. Members of all ALA and unit committees, task forces, and similar bodies are expected to participate in the work of the group. Participation includes both attendance at synchronous meetings scheduled in conjunction with the Midwinter Meeting or Annual Conference or at other times during the year, as well as contributions through asynchronous communication methods that may be utilized by the group outside of formal meetings. Attendance at meetings may be in person, or through other means that enable synchronous communication.

4.5.3 Provision of explanation of absences. Members of all ALA and unit committees, task forces, and similar bodies are expected to provide explanation of their absences and/or inability to participate to the committee chair or unit secretary. Failure to provide adequate explanation of absences from two consecutive synchronous meetings or to participate otherwise in the work of the committee constitutes grounds for removal, upon request of the chair and approval of the appropriate appointing official or governing board.

Discussion:

Is this dependent on other recommendations being passed? NO, though it is closely related to Recommendation 4, CD #35.4.

Does this have fiscal implications? MINIMAL. The implications of the policy change could be large (as noted in the discussion of Virtual Members, CD #35.4), but the proposed wording is sufficiently flexible that, by itself the policy changes would not have much fiscal impact.

Does this need to be referred first to BARC? NO.

Priority: FIRST.

Other: Revision of 4.5 is necessary to provide explicit authorization for members of committees, boards, etc. to attend meetings either electronically, or face to face. Policy 4.5 was written at a time when essentially all committee business was conducted at face to face meetings at the twice-yearly conferences. Accordingly, it expressed the need for participation in committee work in terms of attendance only. As committees, boards, etc. do an increasing amount of their work and discussion electronically and asynchronously, contribution to the work of the committee must be defined as more than mere attendance.

4.5 Requirements for Committee Service

With the exception of virtual members, members of all ALA and unit committees are expected to attend all meetings. Failure to attend two consecutive meetings or groups of meetings (defined as all meetings of a committee that take place at one Midwinter Meeting or Annual Conference) without an explanation acceptable to the committee chair constitutes grounds for removal upon request by the chair to and approval of the appropriate appointing official or governing board.

Revised by the ALA Council at the 2002 AC.
Revised " " " " " " 2003 Midwinter Mtg

End of Section

4.7 4.6 4.7 4.6

Conflict of interest: A statement of policy for ALA Executive Board members

Conflict of Interest: A term, the legal significance of which is confined to representation of the interest, as where a real estate broker is representing both buyer and seller, and an attorney of law attempts to act for his client and for one whose interest is adverse to or conflicting with that of his client in the same general matter.

...Ballentine's Law Dictionary, 3rd.ed. p. 246

The ethical and moral attributes and the requisites of qualification for positions as members of a board of directors are integrity, independence in judgment, courage, conscientiousness, and good faith. Such general attributes coincide with the specific criteria inherent in the nature of a fiduciary relationship. Since it is apparent that each member of the American Library Association cannot participate in the day-to-day management of the Association's affairs, the members of its Board must occupy a position of trust, acting diligently, with good faith and reasonable care to safeguard the Association's funds and to obtain the best possible results from their use in the Association's operations and activities.

Therefore, in their dealings with the business or property of the Association, members of the Board may not use their relation to the Association for their own personal gain. Full disclosure by a member of any potential conflict between his or her personal interest and the interests of the Association is required by the standard of good faith. Likewise, Board members are not privileged to use inside information for their own personal advantage or fail to disclose relevant information or misrepresent facts to the Association's members.

In order to ensure that any conflict of interest on the part of any member of the ALA Executive Board shall be made a matter of record, the following statement shall serve as a guide to Board members in reporting conflict of interest.

When any such interest becomes relevant to any subject requiring action by the Executive Board or any of its committees, the Board member having a conflict shall call it to the attention of the Board or committee, and the Board member shall not vote on the subject in which the member has a conflict of interest, shall not use personal influence, and, in those cases where the quorum of the meeting called for the purpose of voting on the subject has not yet been established, the Board member shall not be counted.

If excluded from voting because of a conflict of interest, a Board member will be required to briefly state the nature of the conflict, and may be requested to answer pertinent questions of other Board members when that Board member's knowledge of the subject will assist the Board or any of its committees. The Board may request that a Board member thus excluded from voting on a subject leave the meeting temporarily while the subject is debated and voted upon.

The minutes of the meeting shall reflect that a disclosure was made, that the Board member who stated a conflict of interest did abstain from voting, and, in those cases where the quorum was not already established, that the Board member was not counted in determining the quorum.

In addition, if any Board member, who by reason of his or her institutional affiliation or any other pertinent matter, anticipates

that in the future certain issues to be placed before the Board may place him or her in a position of conflict of interest, the Board member shall disclose such conflict in writing to the Board and make it a matter of record.

SOURCES:

George G. Bogert TRUSTS AND TRUSTEES
St. Paul, Minn.: West, 1978, # 471-510

M.S.Nicolson, DUTIES AND LIABILITIES OF CORPORATE OFFICERS AND DIRECTORS
Englewood Cliffs, N.J.: Prentice-Hall 1972, pp. 182 ff.

Submitted by Ad Hoc Committee on Legal Implications of Conflict of Interest: Connie Dunlap, Donald Trottier, R. Kathleen Molz, chair.

Approved by the ALA Executive Board
April 30, 1980
for forwarding to Council with recommendation it be adopted as Policy
Adopted by Council, June, 1980

EBD#1.1

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June 13, 1979

Mr. Robert Wedgeworth
American Library Association
50 E. Huron
Chicago, Illinois 60611

Dear Bob:

As you requested, here is a summary of my remarks at our dinner meeting. It sets forth the specific suggestions I made with respect to the precautions every trustee or director should observe.

The primary exposure of trustees and directors of Not-for-Profit organizations involves their fiduciary duties to the organization itself and to the public which the organization serves and for which the organization has been granted tax exemption.

The three basic duties created by the fiduciary relationship which are owned by directors to business corporations are obedience, diligence and loyalty. It is anticipated that developing case law will continue to impute these duties and standards to trustees and directors of charitable organizations.

The <u>duty of obedience</u> contemplates that directors will not permit the corporation to engage in ultra vires activities, or in other words, activities which are outside the powers granted to the corporation by statute, the corporate charter and the bylaws. A willful or negligent

breach of this duty will subject a director to liability. Good faith would be a defense only where the director is found to have committed a mere mistake or error in judgment, and not where the activity in question exceeds the limits placed upon his or the corporation's powers. As in so many legal matters, this distinction is mainly a question of fact which will depend upon the circumstances of the particular case.

The duty of diligence has been interpreted as imposing liability on directors for negligent mismanagement of the corporation. Courts once required overt or affirmative actions by a director to impose personal liability. It now appears that liability may result from mere inaction on the part of a director if such inaction is considered to be a proximate cause of loss. Directors are particularly vulnerable to personal liability for their inaction where various management responsibilities have been delegated to board committees or to officers. Such delegation is permitted only so long as all directors assume the responsibility for supervising such committees or officers by periodically scrutinizing their work. This has sometimes been characterized as the duty of diligent inquiry and active oversight.

The duty of loyalty requires that a director refrain from engaging in his own personal activities in such a manner as to injure or take advantage of the corporation. Under recent cases, it is clear this does not involve simply the possibility of pecuniary profit by the director but also failure to inform the persons approving the transaction of his interest or position and of any significant reasons why the transaction may not be in the best interests of the corporation.

Substantial conflict of interest and self-dealing problems can arise under the duty of loyalty. Given the kinds of people who normally are directors or trustees of charitable organizations and their numerous other affiliations, it is virtually impossible to avoid conflicts of interest. Such conflicts are not prohibited, but because they provide an opportunity for self-dealing, a director must immediately inform the appropriate board or committee members of the nature of the conflict and the negative

aspects of the transaction to the organization and should otherwise refrain from any discussion of or voting on the matter. While even self-dealing is not absolutely prohibited, the burden is on the interested director to establish both his good faith and the fairness of the transaction.

The recent case of Escott v. BarChris Construction Corporation, 283 F.Supp. 643 (S.D.N.Y. 1968) has been interpreted as imposing a duty of independent investigation particularly with respect to sophisticated outside directors. This duty requires directors to investigate underlying facts and not rely on the representations of management, other board members or any persons not considered experts or upon general information not specific to the decision in question. Accordingly, for sophisticated directors, the defense of reasonable reliance no longer appears viable. Many trustees or directors of charitable organizations are, of course, sophisticated business people who could be held liable under this duty while less sophisticated public directors or trustees need not have made such an investigation.

The decision in Stern v. Lucy Webb Hayes National Training School for Deaconesses and Missionaries, 381 F.Supp. 1003 (D.C.D. 1974), referred to as Sibley Memorial Hospital, is particularly instructive of the emerging principles upon which charitable organization trustees or directors will be held legally liable for their actions or inaction. The judge found that a trustee of a charitable hospital was in default of his fiduciary duties if (i) he failed to use due diligence in supervising the actions of persons responsible for day-to-day financial or investment decisions, (iii) he knowingly failed to inform the persons approving a transaction of his conflict of interest and the reasons why the transaction may be disadvantageous, (iii) he actively participated in or voted for a decision to transact business with himself or an entity in which he had a substantial interest or decision-making position, or (iv) he otherwise failed to perform his duties honestly, in good faith, and with a reasonable amount of diligence and care.

In view of the potential liabilities of directors or trustees of charitable organizations, the following specific suggestions should be used as a guide in carrying out a director's or trustee's individual responsibilities:

1. Attend most, and preferably all, of the meetings of the board and of the board committees on which you serve as a member, or resign immediately.

2. Make sure that complete minutes are kept of all board and committee meetings and that those minutes are sent to all of the board members. Carefully review the minutes which you receive as promptly as possible.

3. On any transaction of substance which is proposed in a meeting at which you are in attendance, or disclosed in the minutes of any meeting which you missed, seek any further information which seems to you to be prudent as soon as possible and make sure that your concern or objections are made a part of the minutes of the appropriate body.

4. On any matters which come up about which you have serious reservations as to legal requirements, do not hesitate to request and insist on a legal opinion from your charitable organization's legal counsel before allowing the proposed action to proceed.

5. If your board has not adopted a conflict of interest policy, urge that it do so. The policy proposed by the American Hospital Association and discussed in the Sibley Memorial Hospital opinion can serve as a guideline. Periodic written disclosure of all possible conflicts of interest should be required. A corollary policy should be adopted for the charity's administrative personnel in decision making positions.

6. Make sure that you call to the attention of the board or board committee the fact of any possible conflict of interest on any issue which arises, and abstain from further discussion of or voting on the matter. Make sure your abstention is recorded in the minutes. Disclose any information you have which other members may not as to why the proposed action may be to the disadvantage of the charity, and make sure that this is disclosed in the minutes.

7. If the responsibility for supervising investments has been delegated to a committee of the board, make

sure that the delegation is set forth in a resolution with considerable specificity. The committee should be required to develop investment objectives which are submitted to the full governing board for approval.

Even though the above guidelines are followed and the duties of a director or trustee are carried out with diligence, care, good faith and honesty, there is no assurance that he or she will not be named as a defendant in a lawsuit. To protect its directors and officers from the expense of such legal proceedings, a charitable corporation can by statute in Illinois and many other states provide indemnification against expenses actually and necessarily incurred by them in connection with the defense or settlement of any action, suit or proceeding in which they are made parties by reason of their position -- except as to matters in which a director or officer is adjudged liable for willful misconduct in the performance of his fiduciary duties and to such matters as shall be settled by agreement predicated on the existence of such liability. Further, Illinois and other states by statute authorize the purchase of insurance on behalf of directors and officers against any liability or settlement based on asserted liability incurred by them by reason of their position. It is not clear, however, whether charitable entities not organized pursuant to such special state statutes for nonprofit corporations can provide indemnification and/or insurance. The charity's legal counsel should be consulted about the propriety of such indemnification and/or insurance. In any event, an indemnification policy adopted by the organization and the liability insurance coverage purchased should be carefully examined to be sure they cover the kinds of lawsuits which are likely in today's atmosphere and which provide sufficient limits of liability so that all of your legal expenses will be paid for the defense.

Please let me know if I may be of any further help in this matter.

Sincerely,

Newton N. Minow

NNM/vk
cc: Mary M. Hutchings

End of Section

AMERICAN LIBRARY ASSOCIATION
EXECUTIVE OFFICE
LINDA F. CRISMOND
EXECUTIVE DIRECTOR

1990-91 CD #48 ~~48~~ ~~48~~ 4.1

50 EAST HURON STREET CHICAGO, ILLINOIS 60611 U.S.A.
EXECUTIVE DIRECTOR: 312-280-3205 DEPUTY DIRECTOR: 312-280-3208
COUNCIL/BOARD SECRETARIAT: 312-280-3203 FAX: 312-944-3897

MEMORANDUM

TO: ALA Council

FROM: Linda F. Crismond

DATE: June 8, 1991

RE: Members Serving as Independent Contractors

The attached report completes work on the Council Resolution 1989-90 CD #47, Resolution on Editorial Policy. Reports on the first two resolved clauses were made to Council at the June 1990 meeting and appropriate actions taken at that time. The third resolve was referred to the Executive Board.

The Council resolved that: "the Executive Board develop specific personnel policies defining staff, with particular attention paid to members serving as independent contractors."

In June 1990, the Executive Board voted to refer this assignment to the Board's Personnel Subcommittee and it reported to the Executive Board at the 1991 Spring meeting. The Executive Board recommends that the following policy be added to the ALA Policy Manual.

> **ALA may secure the services of members on a fee for service basis as independent contractors. Members who serve as independent contractors will enter into contractual arrangements to provide services to ALA or any of its units or components. In the Association-contractor relationship, the contract will include mutually agreed-upon parameters for the work of the member contractor. The member as contractor reports to and is accountable to the Association's project director. The contractual arrangement may also provide for reimbursement of expenses.**

Management recommends adding this policy to Section 4, Elections and Appointments and Attendant Reponsibilities.

Management does not believe that the Association needs a policy defining staff because this is defined adequately by the Fair Labor Standards Board and the Internal Revenue Service.

Once this policy is acted upon by Council all work on CD #47 will be concluded.

LFC/eto
RPEXBD1.eto

cc: ALA Executive Board

AMERICAN LIBRARY ASSOCIATION

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M E M O R A N D U M

DATE: December 4, 1990

TO: Linda F. Crismond

FR: Roger H. Parent
JoAn S. Segal

RE: **MEMBERS SERVING AS INDEPENDENT CONTRACTORS**

As you requested, we have prepared the following draft policy for the Executive Board Personnel Subcommittee's review at Midwinter.

Introduction

At the June 9, 1990 Council meeting, the Council approved CD #47 that resolved, that the Executive Board develop specific personnel policies defining staff, with particular attention paid to members serving as independent contractors.

At the June, 1990 meeting, the Executive Board referred to its Personnel Subcommittee the request to develop a specific policy defining members serving as independent contractors.

Background

It is important to maintain the important separation of duties and responsibilities between the Association's volunteer members and its staff. Volunteer members do not report to staff; they are not held accountable to staff. Staff members do not control the work of the volunteer member. When the volunteer member enters into a work relationship for payment or compensation with the Association, the voluntary nature of the member's relationship to the Association changes. The member-contractor relates to the staff project manager under the terms of a contract.

Policy

Members may serve the Association as paid independent contractors when their expertise is required for a project demanding significant expenditures of time and/or money beyond what is reasonable to expect from them as volunteers.

Members may enter into contractual arrangements to provide services to ALA or any of its units or other components. In the staff-contractor relationship, the staff project director may set parameters for the work of the contractor, as expressed in a contract with provisions to which they mutually agree. The member as contractor reports to and is accountable to the staff project director.

In such contracts, the factors considered by the Federal Labor Standards Board (FLSB) in differentiating between an employee and a contractor should be taken into account to ensure that the member cannot be construed to have been an employee of the American Library Association. The factors considered are:

- o the enterprise (the employer) does not set the hours of work
- o the enterprise does not dictate the methods by which the task is to be implemented
- o the enterprise does not supply materials and tools
- o the enterprise does not furnish space, telephone, or secretarial services
- o the enterprise does not set fixed geographical limits on work.[1]

The Internal Revenue Service (IRS) generally considers workers as employees if they:

- o work full time for an employer;
- o must follow set hours of work;
- o receive training from or at the direction of the employer;
- o do work on the employer's premises;
- o rely on the employer to furnish tools and materials;
- o don't offer their services to the general public.[2]

Establishing that a person is a contractor and not an employee through consideration of these FLSB and IRS factors is important because ALA Personnel Policy 501 states: "ALA staff members may not hold elected offices nor committee appointments within ALA, except in the case of ex officio requirements."

---

[1] *Understand Employee Regulations; an Employer's Guide to Federal Law*, by Sheldon Landon (Landon Publishing Company, Washington, DC, 1988), pp. 21,22.

[2] *Wall Street Journal* February 28, 1990.

When a member serves as an independent contractor, a contract should be prepared, which includes the following elements:

- o the specific services to be provided
- o the period of time over which the services are to be carried out
- o whether the member is to be <u>compensated</u> or <u>reimbursed</u> for services
- o the maximum amount of time or compensation associated with any specific task(s)
- o the understanding that the compensation is taxable
- o the member's Social Security number
- o the association's tax exempt number
- o relevant ALA policies
- o provisions regarding the monitoring of the contract services to ensure that the product meets specifications and deadlines
- o the amount and method of compensation and the terms of payment

Examples:

- o Editor of a division publication
  - o contract specifies what services are to be performed
  - o contract states what <u>compensation</u> is made to editor
  - o contract specifies categories for which editor or editor's institution will be <u>reimbursed</u> and amounts of such reimbursement, e.g.
    - o space max. $0000 /ann.
    - o copying max. $000.
    - o postage max. $000
    - o phone max. $000
    - o computer max. $0000
    - o student assts. max. $0000
    - o travel max. $0000
  - o contract states term of agreement
  - o contract sets forth ALA and division editorial and other relevant policies

- o Project consultant
  - o contract specifies what services are to be performed, e.g., consulting services
  - o contract states what <u>compensation</u> is made, when, how bills are to be submitted:
    - o hourly rate
    - o max. no. hours
    - o quarterly bills
    - o submitted in triplicate to: Bill Smith, X Unit
  - o contract states categories for which <u>reimbursement</u> will be made:
    - o travel in connection with project, e.g.,
      - o 2 trips to HQ to meet with committee, @ $0000
    - o unusual project-related expenses, such as ALANET service to a max. of $000.

- o Presenter at a preconference or regional institute
  - o contract specifies services to be performed
  - o contract states what <u>compensation</u> will be made, or any <u>honorarium</u> to be paid.
  - o contract states categories for which <u>reimbursement</u> will be made:
    - travel - include ALA policy
    - per diem - how many days
    - hotel

November 30, 1990
JSegal

DEALING WITH THE IRS

GAIL HARMON
SANDRA PFAU

"Limited benefit" memberships are taxable

The National Association of Postal Supervisors (NAPS) is subject to unrelated business income tax (UBIT) on "limited benefit" memberships it sells to federal employees who don't work for the Postal Service, but who want access to its health insurance plan, U.S. Claims Court ruled. NAPS, a 501(c)(5) labor organization offers "limited benefit" memberships to non-postal federal employees who pay $25 to join NAPS and enroll in its health plan, but who otherwise cannot participate in NAPS functions.

The court concluded that the memberships were offered with a profit motive and that the business competed with private enterprises such as the government-wide Aetna and Blue Cross plans.

The court also held that the program for non-postal employees was not substantially related to the group's exempt purpose.

IRS probes tax-exempt bond transactions

The IRS has issued new instructions to auditors to help them spot cases of excessive compensation or private inurement to the purchasers or sellers of hospitals, nursing homes and old-age homes financed with tax-exempt bonds.

If a 501(c)(3) acquires a facility for more than fair market value or pays excessive development or management fees, interest on tax-exempt bonds may be taxable to the bond holders and the 501(c)(3) may lose its exemption.

An organization considering using tax-exempt bonds to finance such a transaction should ensure that owning and operating the facility falls within its charitable purposes as stated in its organizing documents and exemption application.

The IRS directed its auditors to pay particular attention to transactions involving tax-exempt groups that are not experienced in the health or retirement field and to transactions involving exempt groups that will not be managing the facility themselves, but rather will contract with for-profit companies to provide the service.

Ms. Harmon and Ms. Pfau are attorneys with the Washington-based law firm of Harmon, Curran & Tousley.

Tax Tip: Are your workers employees or contractors?

Generally, an individual should be treated as an employee if he or she is subject to the employer's will and control regarding both the work to be performed and how it must be accomplished. Even if the worker is given a great deal of discretion in making decisions and carrying out a project, the worker is still considered an employee if the employer has the legal right to control the method and result of the project. The following factors may indicate that a worker should be classified as an employee:

- the employer has the right to instruct the worker, either orally or in writing, about when, where and how to perform his or her work;
- the employer hires, supervises and pays the worker;
- the employer establishes set working hours for the worker;
- the worker devotes full time to one employer;
- payment for the work is made by the hour, week or month instead of by a lump sum or on a commission basis;
- the employer furnishes tools, equipment and similar items to the worker;
- the employer has the right to terminate the working relationship; and
- the worker has the right to leave the job without liability for uncompleted work.

By contrast, an independent contractor is generally a worker who contracts to do a piece of work according to his or her own methods and is subject to the employer's control regarding only the end product or final result. Services must be performed independently, without the employer's supervision and control, for a worker to be categorized properly as an independent contractor. The following factors may indicate that a worker should be classified as an independent contractor:

- the worker is not subject to being fired, but rather is legally obligated to satisfactorily complete a specific job;
- the worker's services are announced as available to the general public through advertising and other means;
- the worker has made a significant investment in his or her personal job-related facilities, tools and equipment;
- the worker is paid on a lump sum or commission basis;
- the worker sets his or her own hours and does not necessarily work for one employer full-time but rather may work for several employers on a number of projects simultaneously; and
- the worker uses his or her own methods and is not trained by the employers for whom he or she provides services.

If you are unsure whether to classify a worker as an employee or as an independent contractor, you may request a ruling from the IRS on Form SS-8 regarding the worker's status. If you have additional questions, as with all tax issues, you also may wish to consult your personal tax adviser.

Enforcement audit update

The IRS has made good on its promise to audit the returns of taxpayers it suspects of overstating the amount of their charitable deductions.

Based on audits of 27 charities, the Revenue Service has selected 1,300 individuals for audits. The move is part of the Special Emphasis Program on charitable fundraising practices.

IRS curbs confusion over parking lots

Income from parking lots operated by tax-exempt groups is generally subject to UBIT, according to a recent general counsel memorandum.

At issue was whether parking lot income should be excluded from UBIT as rental income or subject to UBIT as payment for services.

The Revenue Service determined that a tax-exempt group that operates a parking lot is providing services for "the convenience of the occupant" and is therefore subject to UBIT. However, if the nonprofit leases the entire parking lot to a third-party to operate, the income is considered rent and is not subject to tax.

Tax-exempt groups also may avoid tax on parking lots if the lot's operation is determined to be in furtherance of the nonprofit's tax-exempt purpose, such as a hospital that provides parking in an area where no other parking is available.

Funds won in court case are not subject to UBIT

Funds a medical society received to settle a lawsuit, a portion of which were then distributed to its members, are not subject to unrelated business income tax because the litigation was related to its exempt purposes, according to an IRS private letter ruling.

The IRS also ruled that the payment members by the 501(c)(6) business lea were not excessive compensation or private inurement, noting that the distribution formula was established by an out-of-court settlement agreement. ■

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CIRCLE #41 ON READER SERVICE CARD

REPORT ON IMPLEMENTATION OF COUNCIL MOTIONS AND RESOLUTIONS

COUNCIL II
June 26, 1990
9:00 am-12:00 noon

DOCUMENT NUMBER	TITLE OF DOCUMENT	COUNCIL MINUTES PAGE
CDE#47	Resolution on Editorial Policy	241

IMPLEMENTATION ACTION

The Council, at the 1990 Midwinter Meeting, charged the Executive Board with developing a specific personnel policy defining staff with particular attention paid to members serving as independent contractors.

ALA DISSEMINATION OF ACTION

The Executive Board voted to refer the assignment to its Personnel Subcommittee. A report is due from the Subcommittee at the 1991 Midwinter.

RESPONSE

FURTHER ACTION

EXHIBIT 26

AMERICAN LIBRARY ASSOCIATION

50 EAST HURON STREET CHICAGO, ILLINOIS 60611 U.S.A.
312-944-6780 800-545-2433
TELEX 4909992000 ALA UI FAX: 312-440-9374 TDD: 312-944-7298

RESOLUTION ON EDITORIAL POLICY

Whereas, The Council was informed that an article July juried, accepted for publication March 19, 1989, and revised in accordance with standard editorial practice for journals published by professional societies had been scheduled for publication by the editor of Public Libraries and then subsequently held back for publication by the elected officers of the division; and

Whereas, This action, taken in the framework of the best interests of the Association in the specific issue of impartiality of elections, regrettably appears to violate other significant policies and principles of the Association; and

Whereas, Article VI of the ALA Constitution requires Council to determine all policies of the Association and authorizes Council to delegate to divisions and units of the Association authority to plan and carry out programs and activities within general Council policy; and

Whereas, This specific instance raises issues beyond election impartiality, such as professional ethics, editorial responsibility, intellectual freedom, and the definitions of staff, members, and independent contractors; and

Whereas, The editorial policy of the Association (10.1) in regard to American Libraries requires the editor to assume an obligation to represent the best interests of the Association and its units fairly and as fully as possible and guarantees the editor independence in gathering, reporting, and publishing news according to the principles of the Association's policies on intellectual freedom; now, therefore be it

Resolved, That this matter be referred to the Committee on Publishing, Intellectual Freedom and Professional Ethics for a review of the situation, a determination of violations of existing policy, or the determination of the need for any clarifying action that Council might take; and be it further

Resolved, That the editorial policies as delineated in 10.1 referring to American Libraries be extended to apply to all journals published by the Association and its units; and be it further

Resolved, That the Executive Board develop specific personnel policies defining staff, with particular attention paid to members serving as independent contractors; and, be it further

Resolved, That all reports in regard to these resolves be submitted to Council at the 1990 Annual Conference.

ADOPTED BY THE
COUNCIL OF THE AMERICAN LIBRARY ASSOCIATION
January 10, 1990, in Chicago, Illinois

Linda L. Crismond

Sample

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made on this _____day of_____19____ between _____ at _____. hereinafter referred to as the CLIENT, and _____, an INDEPENDENT CONTRACTOR, having a principal place of business at _____, hereinafter referred to as the CONTRACTOR, does hereby bind and contract the parties above to the following terms and conditions, as agreed upon between said parties:

INDEPENDENT CONTRACTOR:

The CONTRACTOR described above shall be deemed an independent CONTRACTOR for the term of this contract. The CONTRACTOR shall not be deemed an employee, agent, partner, or engaged in a joint venture with the CLIENT. CONTRACTOR acknowledges and covenants that said CONTRACTOR is in the _____ business and performs such services for various individuals and companies. CONTRACTOR shall not hold itself out as an employee, agent or partner of CLIENT, and has no authority to bind the CLIENT to agreements or arrangements or the like with outside third parties who are not party to this contract.

TERM OF CONTRACT:

The term of contract shall be for an unspecified period, beginning from the date the contract is first signed, and being in effect and valid until the services provided for as described herein have been performed or until the services provided for as described herein have been terminated.

SPECIFIC SERVICES:

CONTRACTOR agrees to provide the following services for the CLIENT:

_____
_____
_____
_____.

METHOD OF PERFORMING SERVICES:

The CONTRACTOR shall set its own hours of service by providing client with dates and times it is available to perform required services. CONTRACTOR shall set the day and procedure for the performance of such services required, and it is the responsibility of the CONTRACTOR, at its own expense, to supply and compensate its own help to provide such services, as the CONTRACTOR may so require.

EMPLOYMENT OF ASSISTANTS:

CONTRACTOR may hire and employ such assistants as CONTRACTOR deems necessary to perform the services described herein. If CONTRACTOR so choose to hire and employ such assistants, CONTRACTOR understands that as an independent contractor, it bears the full expense of hiring such assistants and will not be reimbursed by client for said expenses. Under no circumstances will CONTRACTOR be able to bill client for any cost incurred in hiring or employing said assistants.

FEES:

Client agrees to pay CONTRACTOR for the services set forth above, as they are billed to the client by the CONTRACTOR. Client agrees to pay CONTRACTOR on a monthly basis, for all services performed under this contract. CONTRACTOR understands that the fees for its services are pre-determined based on the agency's ability to pay. CONTRACTOR further agrees that it will not be reimbursed for out of pocket expenses incurred on its own behalf, such as transportation or compensation for CONTRACTOR's assistants. CONTRACTOR understands that Client is liable to CONTRACTOR to compensate only for services actually performed by CONTRACTOR. If a service, as described herein, is not performed by CONTRACTOR, CONTRACTOR will not be paid.

MINIMUM AMOUNT OF SERVICE FOR CLIENT:

CONTRACTOR agrees to devote a minimum of _____ hours of service per month to the performance of the services described herein. CONTRACTOR has the option of representing, performing services for, and be employed by such additional clients, persons, or companies as the CONTRACTOR shall see fit.

TOOLS AND INSTRUMENTALITIES:

CONTRACTOR has the responsibility of supplying all its own tools and instrumentalities required to perform the services under this agreement at his or her own expense.

TIME AND PLACE OF SERVICE PERFORMANCE

The CONTRACTOR and CLIENT agree that the services required to be performed, as described herein shall be performed off of the premises of the client and shall be performed during the CLIENT'S regular hours of operation, wherever they may be required.

COOPERATION OF CLIENT:

CLIENT agrees to comply with all reasonable requests of CONTRACTOR and provide access to all documents reasonably necessary to the performance of CONTRACTOR'S duties under the terms of this agreement.

SUPERVISION:

CONTRACTOR shall have the obligation to properly supervise its agents or employees in performing the above described services.

LICENSES OR PERMITS:

CONTRACTOR covenants and represents that CONTRACTOR has obtained all necessary licenses and permits from any Federal, State, Local or Municipal governments or Public Authorities and all of their departments, bureaus, subdivisions, applicable to or affecting services to be performed or shall obtain the same should any permit or license become necessary at any future time or date to complete CLIENT'S deliveries. All such licenses and permits shall be obtained by CONTRACTOR at CONTRACTOR'S cost and expense.

PAYMENT OF ALL TAXES:

CONTRACTOR understands that it is responsible, as an independent contractor, to withhold and remit to the appropriate federal and state agencies any withholding taxes, unemployment insurance taxes, disability insurance taxes, FICA, FUTA, or any other taxes which are required to be deducted, withheld or submitted by an employer pursuant to the laws of the relevant jurisdiction. CONTRACTOR further acknowledges its responsibility to remit such taxes as come due and owing to the proper authorities based on its operation as an independent contractor.

WORKER'S COMPENSATION:

CONTRACTOR agrees to provide worker's compensation insurance for CONTRACTOR'S employees and agents and agrees to hold harmless and indemnify

CLIENT for any and all claims which may arise from any action, liability or suit arising from out of any injury, disability, or death of any CONTRACTOR'S employees or agents. The CONTRACTOR further agrees, at the CONTRACTOR'S own expense, to defend and protect CLIENT against any such claim or claims. CONTRACTOR further agrees to provide to CLIENT a copy of CONTRACTOR'S worker's compensation insurance coverage, to ensure proper compliance with the laws of the proper jurisdiction.

LIABILITY INSURANCE:

CONTRACTOR agrees to maintain a policy of insurance sufficient enough to cover any negligent act committed by CONTRACTOR or CONTRACTOR'S employees or agents during the performance of any duties under this agreement. CONTRACTOR further agrees to hold CLIENT free and harmless from any and all claims arising from such negligent act or omission.

INDEMNIFICATION:

CONTRACTOR agrees to indemnify and hold harmless the CLIENT for any failure to abide by any promise, representation or covenant made by the CONTRACTOR in this Agreement, and for any and all claims of whatever nature arising out of failure of the CONTRACTOR to abide by any promise, representation or covenant as contained in this Agreement.

REPRESENTATION:

CONTRACTOR represents that all covenants as contained herein are true and both the CONTRACTOR and CLIENT agree to abide by all of the terms of said Agreement. CLIENT has entered into this Agreement with CONTRACTOR based upon the representation, warranties, and covenants of CONTRACTOR.

ASSIGNMENT:

CONTRACTOR and CLIENT both agree that no duties or obligations herein shall be assigned by either party without prior written consent of the other party.

TERMINATION:

Both parties understand that either the CONTRACTOR or the CLIENT may terminate this agreement if CONTRACTOR or CLIENT fails to abide by the terms of this contract, or if either party fails to provide the services required of the party under the terms of the contract, or if the contract is violated in any way.

PARTIAL VALIDITY.:

If any provision in this agreement is held by a court of competent jurisdiction to be invalid. void or unenforceable. the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

ARBITRATION:

Any controversy or claim arising out of or relating to the agreement or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association. and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

GOVERNING LAW:

This agreement will be governed by and construed in accordance with the laws of the State of Illinois.

COMPLIANCE WITH LAWS:

CONTRACTOR warrants that CONTRACTOR shall comply with any and all laws. ordinances. rules. regulation. requirements and directives of any federal. state. or local or municipal governments or public authorities and all of their departments. bureaus. and subdivision. applicable to or affecting the said services to be performed during the term provided for herein. CONTRACTOR further agrees to comply with all orders. regulations. requirements and directives of insurance companies which have issued or are about to issue any policies of insurance covering the services rendered in conformity with this Agreement. at the CONTRACTOR'S own expense. CONTRACTOR further agrees that of any violations of CONTRACTOR affect its performance of services for CLIENT. then CONTRACTOR would be obligated to any and all attorney and related fees as incurred by the CLIENT. in addition to any fines. court costs and any other losses suffered by CLIENT for any of CONTRACTOR'S violations.

ENTIRE AGREEMENT OF THE PARTIES:

This Agreement between the CONTRACTOR and CLIENT supersedes any and all other agreements. written or oral. between the parties hereto. with respect to the rendering of services by CONTRACTOR for CLIENT. This Agreement contains all covenants. warranties. responsibilites and liabilities of the parties with respect to the rendering of such services. Both parties acknowledge and agree that no representation. inducement. promise. or otherwise have been made by any party other than the parties to this agreement.

No other agreement, contract, statement or promise not contained herein shall be valid or binding to wither party to this Agreement. Any modifications, amendments, or additions to this agreement shall only be valid when put in writing and then signed by each party to the Agreement.

_____ _____

DATE

_____ _____

DATE

End of Section

Committee shall reconvene to nominate candidates whose names shall be submitted to the membership for election by mail vote."

To further amend Bylaws Article IV. Council. Section 2. (d) by striking the words "four years" and inserting the words "three years." If ratified by the ALA membership this section will read: "Government Documents Round Table, Intellectual Freedom Round Table, Library Instruction Round Table, Social Responsibilities Round Table, and the New Members Round Table shall be entitled to one councilor each and the remaining round tables jointly shall be entitled to one councilor to be elected for a term of three years by the members of the respective round tables."

Bonnell moved and Council ***DEFEATED*** a proposed amendment to change the term of the treasurer from four years to three. The proposed amendment was to Constitution Article VIII. Officers and Committees. Section 1. Officers., to strike the words "four years" and insert the words "three years" in the third line of the section.

Lastly, Bonnell stated that the Constitution and Bylaws Committee was charged with bringing forward wording on electronic transfer of information, voting, and election for Council's consideration.

The Constitution and Bylaws Committee has asked the Executive Board to direct legal counsel to give it an opinion on the laws and statutes dealing with meetings, open meetings, voting, and elections in not-for-profit organizations in Massachusetts, since Massachusetts is the state where ALA is legally incorporated. As soon as legal counsel does so, the committee can begin to develop appropriate language.

Councilors Mary Jane Anderson and Pamela Bonnell, chair, Constitution and Bylaws Committee moved and by ***CONSENT*** Council voted that amendments to the Bylaws, when placed on the ballot, will be accompanied by pro-and-con statements of not more that 250 words each, such statements to be prepared by two Council members (who voted on opposite sides of the issue as indicated by their voting records) appointed by the president.

MEMORIALS, TRIBUTES, AND TESTIMONIALS. Council policy 4.3(15) provides that memorials, tributes, and testimonials shall be presented at the beginning of the last session of Council at the Annual Conference. By ***ACCLAMATION,*** tributes were adopted for the following: The Brooklyn Public Library for 100 Years of Public Library Service and Governor James B. Hunt of North Carolina.

Memorial resolutions were adopted for the following: Leura Dorothy Bevis, Charlotta Hensley, Catherine Ellen Lucus, and C. Sumner Spalding.

Councilors June Garcia and JoAnn Pinder moved and by ***CONSENT*** Council postponed consideration of the tribute to the Hawaii librarians until action on CD#53, Resolution on the Outsourcing of Collection Development, was concluded.

RESOLUTION ON THE PUBLICATION OF THE "STATEMENTS OF PROFESSIONAL CONCERNS" OF AT-LARGE COUNCILORS FOR THE EDIFICATION OF COUNCIL AND MEMBERSHIP, CD#51. Councilors Marvin Scilken and Maurice J. Freedman moved and Council ***DEFEATED*** the Resolution on the Publication of the "Statements of Professional Concerns" of At-large Councilors for the Edification of Council and Membership, CD#51, which read: "That after every election prior to the Midwinter Meeting, the Association publish the 150 word 'Statements of Professional Concerns' as they appeared on the Council ballot along with the percentage of votes received (the number of votes cast for individual councilors "over" the total number of members voting) for all 100 at-large members of Council. Also to be included are Councilors' addresses; and, that publication might be in any publication distributed to all members, such as the *Handbook of Organization* or in a special publication which might

Policy Monitoring Committee, ALA CD# 17.1 2003 AC in Toronto, CA

Reference File": The USA Patriot Act and Related Measures That Infringe on the Rights of Library Users: 2002-2003 CD 20.1)

Item 5. In order to bring the Policy Manual into compliance with current practice, the Policy Monitoring Committee recommends the following changes concerning Memorials, Tributes, and Testimonials.

Policy 5.3 Sec 15 Memorial resolutions, tributes, and testimonials will be presented to Council at the beginning of the last session of Council at each Midwinter Meeting **[and Annual Conference]**, and to the Membership at the beginning of the last Membership Meeting at each Annual Conference.

Add new **5.3 Sec 15**

e. If a quorum is not present for the last Membership Meeting and a Membership Forum is convened, the names of those being presented for memorials, tributes and testimonials shall be read at the beginning of the meeting.

Amend Policy 7.4.7 as follows:

A membership meeting shall be held…Agendas of membership meetings shall provide priority to discussion of membership resolutions. **Memorials, tributes, and testimonials shall be introduced at the beginning of the last Membership Meeting.**

The final paragraph of 7.4.7 will become Section 15. If a quorum… and add the following at the end of the paragraph:

Those members attending the Membership Forum shall determine their own agenda of matters to be discussed, **except that the names of those being presented for memorials, tributes, and testimonials shall be read at the beginning of the last Membership Forum.**

Item 6. In order to ensure that pro and con statements appear on the ballot when membership is asked to approve an amendment to the Constitution, the following changes are recommended:

Policy 4.8 (Add to the end) appointed by the president … **Since two affirmative votes of Council at consecutive meetings are required to pass an amendment to the ALA Constitution, the voting records for both required votes should be consulted to ensure that councilors are identified to prepare the pro and con statements for the ballot.**

End of Section