

7.15 Public Programming Policy

Approved by Board of Trustees: February 11, 2020

Effective Date:

Revision: October 20, 2020

Review Date: 2023

7.15.1 Purpose

Hudson Area Public Library supports its mission of being a gathering space for the cultural, social and civic life of our community, one that promotes literacy, a love of reading and lifelong learning, by developing and presenting programs that provide opportunities for information, inspiration, learning, cultural experiences and entertainment. Programming is an integral part of library service that:

- Expands the Library's role as a community resource
- Introduces patrons and non-users to Library resources
- Promotes literacy and lifelong learning for all people
- Provides opportunities for recreational learning, cultural experiences and entertainment.
- Builds community partnerships

7.15.2 Statement of Responsibility

Ultimate responsibility for Library programming rests with the Hudson Area Public Library Director, who, in turn, delegates the authority for program management to the Adult & Youth Services Coordinator and other designated Library staff. Programs are typically planned three to twelve months in advance of anticipated presentations.

7.15.3 Citizen Program Proposals

The Library welcomes ideas concerning programming and has a process to seek, review and select outside proposals for program presentations (see Citizen Program Proposal Form). Reviewing any such external and/or internal programming proposals within the context of planned activities, library staff utilizes the following criteria in making decisions about program topics, speakers, and accompanying resources:

- Availability of program space
- Treatment of content for intended audience
- Presentation quality
- Budget / Cost of program
- Presenter background/qualifications in content area
- Relevance to community interests and issues
- Cultural, historical, or educational significance
- Connection to other community programs, exhibitions or events
- Relation to Library collections, resources, exhibits and programs
- Community needs and interests

- Timeliness

Programs provided by outside presenters must state that a program is not endorsed, sponsored, co-sponsored, nor approved by the Library.

Program presenters must adhere to the Meeting Room Use Policy of the Hudson Area Public Library.

7.15.4 Library Program Guidelines

The Hudson Area Public Library offers a variety of programming that:

1. All Library programs are free and open to the public. Program attendance may be limited and require advance registration. The Library will attempt to accommodate all who wish to attend a program. When limits must be established, attendance will be determined on a first come, first served basis. Advance registration or distribution of free tickets before the event may be used if attendance is anticipated to exceed capacity. On occasion, the library may offer multiple sessions of popular programs to allow for maximum attendance.
2. Library sponsored programs may be held at the Library, on City property, or off-site as appropriate. Any sales of products, such as books, CDs, or DVDs, at Library programs must be approved by the Library Director.
3. Programs are for the promotion of literacy, educational, cultural and civic activities, which do not include commercial purposes or for the solicitation of business.
4. Schools and daycare or other organized groups should contact the Adult & Youth Services Coordinator prior to attending scheduled programs. Groups that have not received advance authorization to attend a scheduled program will be admitted if space and materials are available at the advertised starting time with the understanding that it may not be possible to admit everyone in the group. When this situation occurs the group leader will be informed as to how many children can be accommodated. The group leader will then make the decision as to which if any members of the group attend. The group leader is expected to provide supervision for all children in their care, in or out of the program. In those instances, when groups cannot be accommodated at scheduled programs library staff may offer to provide a special program for the group at a later and mutually agreed upon date.

7.15.5 Programs Conducted by Outside Resources

The Library may draw upon other community resources in developing programs and partners with other community agencies, organizations, educational and cultural institutions, or individuals to develop and present co-sponsored public programs as applicable.

Professional presenters that reflect specialized or unique expertise may be hired for Library programs. Presenters will not be excluded from consideration because of their origin and background.

All outside presenters will need to undergo a background check or equivalent when presenting a library sponsored or co-sponsored program designed specifically for children/youth under the age of 18. (Equivalent meaning a comparable background check from another source within the previous 12 months).

Background Checks are essential for:

- Public safety and confidence
- Limitation of liability
- Protecting vulnerable populations
- Customer assurance
- Fraudulent credentials

All program presenters conducting programs specifically designed for children/youth shall submit a City of Hudson Release of Information Authorization, in order for a background check to be completed. Presenters who refuse permission to conduct these checks will not be accepted for their services.

Exceptions: Library employees. Library staff who present programs do so as part of their regular job and are not hired as outside contractors for programming and not subject to additional background checks.

Other exceptions:

- The library does not conduct background checks on co-sponsors of programs unless an individual from the sponsoring organization is presenting a library program specifically designed for children.
- The library does not conduct background checks on owners and/or employees affiliated with off-site locations of programs unless those individuals are presenting a library program specifically designed for children.
- The library does not conduct background checks on presenters of programs designed for adults. The library does not ban nor discourage caregivers from having youth accompany them to programs.
- The library does not conduct background checks for people involved in large community programs. These programs often involve multiple organizations with dozens of participants, and lists are not shared among the organizations. Examples include, but are not limited to, the following: National Night Out in the park, RiverFest, Prairie Burn Festival, a school district literacy fair, the Hudson Hospital's trick or treat parade.
- The library does not conduct background checks on presenters of programs specifically designed for children if those presenters are from an organization that does its own background checks. The Library Director must receive written confirmation from the organization that the presenter has undergone a background check. Examples include, but are not limited to, the YMCA or Phipps Center for the Arts.

When the background check is completed, the Library Director receives a copy of the applicant's criminal history record. If the criminal background record check discloses an adjudication or conviction for any of the below-listed offenses, the presenter shall automatically be disqualified from program presentation:

- child abuse
- sexual abuse of a minor/adult
- sexual assault
- causing a child's death
- neglect of a child or any other individual for whom the potential volunteer had/has responsibility
- kidnapping

- murder
- manslaughter
- felony assault
- prostitution
- identity theft
- burglary/aggravated robbery
- terroristic threats
- stalking
- drug offenses with the intent to deliver
- arson
- indecent exposure/public lewdness
- child pornography
- criminal sexual conduct

A presenter's failure to disclose pending charges shall result in forfeiture of program presentation. Background Checks will be kept on file for future use for a period of one year.

7.15.6 Online Programs by Outside Resources

The library does not do background checks for online presentations. A staff member must monitor the program. Examples include, but are not limited to, speakers bureaus and subscription services such as PageTurners.

Presenter Agreement

HUDSON AREA PUBLIC LIBRARY PROGRAM PRESENTER AGREEMENT NEEDED FOR PROGRAMS SPECIFICALLY DESIGNED FOR CHILDREN/YOUTH

Today's Date: Presenter:

Address:

Dear (Presenter),

It is agreed between us, that _____ (Presenter Name), hereinafter known as "Presenter" will create and present a Program titled:

_____ (Program Name)

on _____ (Date) under the following terms and conditions:

1. Presenter hereby agrees to prepare and present a _____ (Program Name) hereinafter known as the "Program."
2. Presenter will deliver to an audience at Hudson Area Public Library (hereinafter known as the "Library" the Program in form and content acceptable to the Library. The Program shall be delivered on: _____ (Date and Time).
3. Presenter warrants and represents that all material in the Program prepared and submitted by Presenter hereunder will be original and will not infringe any copyright or contain any libelous material. You will indemnify and hold harmless the Library and its public officials and personnel from any claim, suit, damage, loss, or expense (including attorney's fees) arising out of any breach or any allegation which, if true, would constitute a breach of any of the foregoing warranties or representations.
4. Presenter is solely an independent contractor and not an agent, partner, or employee of the City. Presenter is not controlled or directed by the Library. Presenter is not entitled to any rights or benefits to which employees of the Library are entitled. Presenter will not be treated as an employee for federal tax purposes. Presenter has no authority to enter into contracts or agreements on behalf of the Library or bind or obligate in any manner whatsoever the Library. Any compensation provided to Presenter that is \$600 or above, shall require a W-9 to be presented to the Library.
5. Presenter shall provide the Library with a W-9, if required as set forth in Section 4 above. Depending on what the parties agree upon as set forth below, a check, payable to the Presenter will be either:

____ Mailed to Presenter at the above address within 30 days after the event

____ Handed to the Presenter on the day of the Program (provided an invoice is submitted at least two months prior to the date of the event.)

6. Presenter represents that neither Presenter nor any of Presenter's employees (if any), who will be on Library property in connection with the Program has ever been convicted of, been adjudicated with regard to (including an adjudication of delinquent conduct), pled guilty to, or pled no contest to a criminal charge, or ever received probation or deferred adjudication for a criminal charge, except as follows: _____.

7. Prior to providing the Program under this Letter Agreement, Presenter agrees to provide the Library sufficient information for it to conduct a background check on Presenter and/or Presenter's employees who will be on the Library property in connection with the Program.

If results of the criminal background check indicate that the Presenter or any of Presenter's employees has been convicted of any of the following offenses:

1. A felony or a misdemeanor classified as an offense against a person or family;
 2. A felony or a misdemeanor classified as public indecency;
 3. A felony or a misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
 4. Any offense involving moral turpitude;
 5. Any offense that indicate the individual is a registered sex offender or is to be registered in the Wisconsin Sex Offender Registration Program; or
 6. Any offense that would potentially put the Library, the joint municipal partners, the Friends of the Hudson Area Library, or the Hudson Area Library Foundation at risk such individual will NOT be considered for employment for the Program.
8. If Presenter presents a "Program" more than one time during a twelve-month period, Presenter will only be required to submit to one background check during such twelve-month period; any new employees of Presenter during that twelve-month period will be required to submit to one.
 9. Presenter shall provide the necessary information in sufficient time that the Library is able to secure the background check at least sixty (60) days prior to the Program presentation date.
 10. Please Indicate What Type of Equipment You Need for your Program:

Projector Laptop Speakers Easel Podium Other _____

11. Please attach the following:
 1. A one paragraph bio
 2. A one paragraph description of your program
 3. A publicity photo
12. If Presenter is an author or performer, check here if you would like to sell and sign your books, CDs or DVDs after the event. (Please bring your own copies of the book, CD or DVD as well as change and a sign with the book's price, unless you have made other arrangements in advance.)
13. Presenter may display business cards, brochures, or similar information for attendees to take, but neither business solicitation nor fundraising for nonprofits should be part of the program.
14. In the event that either the Library or the Presenter is unable to make, or must cancel the scheduled program, both the Library and the Presenter will make every effort to reschedule at a future, mutually convenient date and time. The Library shall be responsible for payment only for those authorized services performed by Presenter.
15. Please Check All that Apply

Presenter agrees to allow the Library to take photos of and/or record this event and use them on their website and social networking pages.

Please do not take photos of the Program Please do not record the Program

Presenter shall properly safeguard against any and all damage, loss, or injury, to persons or property that may arise, or be incurred in connection with the Program without regard to whether or not Presenter or Presenter's employees (if any), or agents has been negligent. Presenter shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or

injury, to persons or property arising out of the Program; negligence or failure of Presenter to comply with this Letter Agreement; arising from action of the elements or from any unforeseen or unusual difficulty.

PRESENTER AGREES TO BE SOLELY RESPONSIBLE FOR AND FURTHER AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY THE HUDSON AREA PUBLIC LIBRARY, THE FOUR MUNICIPAL PARTNERS—THE CITY OF HUDSON, TOWN OF HUDSON, VILLAGE OF NORTH HUDSON, TOWN OF ST. JOSEPH—THE LIBRARY BOARD, EMPLOYEES, FRIENDS OF THE LIBRARY AND HUDSON AREA LIBRARY FOUNDATION FROM AND AGAINST ANY LIABILITY, COSTS, CAUSES OF ACTION, OR DAMAGES, INCLUDING REASONABLE ATTORNEY AND OTHER FEES, ARISING OUT OF OR RELATED TO THE ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BY WAY OF EXAMPLE AND NOT IN LIMITATION, ANY INJURY TO THIRD PERSONS, PROPERTY DAMAGE OR THEFT.

Venue and Jurisdiction for this Letter Agreement lie in Saint Croix County, Wisconsin.

This Letter Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party. This Letter Agreement represents the entire agreement between the parties. Presenter has no right to use, and shall not use, the Library's name or logo for advertising, publicity, or promotion without the prior written authorization of the Library.

Signature indicates that the presenter has read, understands and will adhere to the terms of this Letter Agreement, including consenting and authorizing the Library, to conduct the background check as set forth herein.

I, as the Presenter named above, have been notified that a computerized criminal history verification check will be performed and I agree to such check and I agree to release, indemnify and hold harmless the Hudson Area Public Library, the joint municipal partners—City of Hudson, Town of Hudson, Village of North Hudson, and Town of St. Joseph—the Friends of the Hudson Area Library, and the Hudson Area Library Foundation, and any agency used with regard to obtaining the information. I acknowledge that a facsimile, copy or electronic version of this form shall be as valid as the original.

Presenter Signature: _____ Date: _____

Hudson Area Public Library Representative: _____ Date: _____