

BOARD OF TRUSTEES

Agenda – October 10, 2024

Regular Session Meeting Minutes – October 10, 2024 Meeting opens, 5:33pm

Members Present: Sarah Glose, Jill Kissick-Castro, Charmian Foster, Kate Miller-Corcoran, Katie Bowers, Jillian Sandy, Olivia Shimkus, Tom Jahn, Al Buyck, Vikki Collazo, Kelly Sullivan

Not Present: Jeffri Boisvert, JoAnne Hanrahan

Also Present: Josias Bartram, Laura Haynes, Michelle Brandone, Rebecca Stone, Sherry Kowalski, Alex Fisher

GUESTS:

- None

AMENDMENTS TO THE AGENDA

- Donation of tablets from elections consultant (Josias)

ANNOUNCEMENTS

- Trustee Sarah Glose recognized by the Greater Binghamton Chamber of Commerce as Emerging Leader in the community! Go Sarah! 🎉
- Josias was the keynote speaker and led a workshop at a gathering in Texas for peer support in libraries; this was part of a 3-year funded initiative. Go Josias! 🎉
- Kate is starting a public health program through UC Berkeley. Woo! This will lead to her stepping down from the board. Don't go, Kate! 🌸
- The Nominating Committee brings forward the new proposed exec committee, to be voted in in December:
 - President: Al Buyck
 - Vice President: Jeffri Boisvert
 - Secretary: Katie Bowers
 - Treasurer: Vikki Collazo

PUBLIC COMMENTS

- None

MINUTES: October 10, 2024

- Correction: Change EMS contract entry date from 2014 → 2009
- **Motion to accept the minutes with correction: Al Buyck, Second Vikki Collazo. Passes unanimously.**

APPOINTMENTS:

- Nursel Bagsever – moving from FT Library Clerk to PT Library Clerk
- Ethan Mellen – moving from PT Library Clerk to FT Library Clerk
- **Motion to accept the appointments: Charmian Foster, Second Sarah Glose. Passes unanimously.**

NEW BUSINESS

- Donation of Tablets

- 24 tablets donated from a previous political campaign.
- We want to distribute them to the other libraries in the 4CLS.
- **Motion to accept the donation and distribution: Jillian Sandy, Second Kelly. Passes unanimously.**

OLD BUSINESS

- Holiday Closing Dates – revision
 - Closing at 5pm on NYE 2024
 - **Motion to accept the revision: Al Buyck, Second Vikki Collazo. Passes unanimously.**
- Succession Plan
 - **Motion to accept the Succession Plan: Jillian Sandy, Second Sarah Glose. Passes unanimously.**
- Klee grant/Peer Support update
 - Klee will be funding 2025 at the full requested amount - an increase! Hooray!
 - No response yet regarding 2026, but we plan to secure additional funders.
 - Intention is to then fold it into our operating budget in 2027 - either a social worker, peer support specialists, or similar.
- Friends MOU
 - **Motion to accept the Friends of the Library <> BCPL MOU: Jillian Sandy, Second Al Buyck. Passes unanimously.**
- Emergency Services MOU
 - We entered into this agreement in 2009.
 - The statement that the library can ask them to leave at any time does not reflect our present reality and will be removed. We will also be moving to a 5 year MOU. We do not intend to increase charges.
 - During a meeting with the County and Emergency Services, it was deemed too costly - up to \$4M to move them.
 - To address BCPL concerns, they will build a new hallway to create staff access to the emergency entrance and surrounding sides (shipping and receiving, staff restrooms, server closet, and electrical closet).
 - We will also be requesting security clearance for supervisors to be able to access the shared server closet and electrical closet.
 - We are also hoping for support for some small renovations that would create additional staff space.
 - County Engineers will be visiting next week. We will vote on this in the December meeting once more details are available.
- Code of Conduct updates
 - Addition: Defining harassment and sexual harassment more clearly.
 - Addition: Language added to make the Code enforceable in situations not explicitly mentioned in the document.
 - Revision: We will be moving to designated eating areas, rather than allowing eating throughout the library. Designated areas will have appropriate flooring and waste receptacles.
 - **Motion to accept the Code of Conduct updates: Sarah Glose, Second Jillian Sandy. Passes unanimously.**

- EXECUTIVE SESSION - None
- REPORTS
 - October Financials
 - We are exactly where we want to be. We will spend basically our whole budget, which is always the goal.
 - Contractual expenses are running low, but we have leftover funds in the benefits and payroll lines.
 - Overtime and extra hours for part-timers are approved for the rest of the year.
 - 2025 budget was approved and we can move forward with hiring for new positions.
 - We'll be meeting next week with the County Budget Director about how the new centralized Account Clerks will work. Overall, Josias feels positive about it. Onboarding will take a long time, so Jackie will be staying on in a temp position for another year.
 - Payroll will not be centralized, and Josias and Sherry will have to pick that up.
 - We will be hiring for the Library Assistant for Programs and Exhibits.
 - Director's Report
 - We are officially fully staffed! Hooray!
 - Michelle and Cher have been great additions.
 - We still need support in Youth Services, where the librarian is currently on medical leave.
 - We have scaled back a lot of programs, but we still have some core programs like storytime.
 - The air handlers are fully replaced and on schedule!
 - The goal now is to get moving on renovations from the construction aid from the state.
 - New, additional security cameras
 - New door counter
 - Downstairs bathroom renovation
 - Door and ramp to garden
 - Security office in rotunda
 - Upstairs bathroom renovation
 - Removal of defunct security office in Ahern room
 - Staff Reports
 - Michelle is here and taking on some storytimes!
 - Reference stats are on par, even given being closed for a week for the air handlers and the shortened hours.
 - Committee Reports – Strategic Plan review
 - Strategic Plan is 2023 - 2028, written with board and staff
 - We do a review every six months to see what we have accomplished and what needs to be worked on or adjusted
 - We will be examining timelines and the fit for the staff that we currently have
 - Kate will continue on as a community committee member.
 - Personnel Committee will be putting together a plan for Josias' review.
 - Marketing Committee - we need to develop the outreach plan outlined in the strategic plan. We did not have the staff this year, but establishing when this will happen is important.
 - They will need to advertise for a new board member for Kate's seat.
 - No updates from policy review

- DEI committee is seeking new members.
- Nominating Committee
 - The search is on for a new board member
 - Kate is working on an onboarding program for new trustees
- Additional Announcement: Board Members must have all training requirements (2 hours) fulfilled by the end of the year. Kate will be sending out an email to let you know if you are up to date.

- Friends
 - JoAnne is staying as Friends President, but stepping back for a few months. A new Vice President will be stepping up to support activities during that time.
 - JoAnne is wonderful. 🌸

- **6:47pm Motion to Adjourn: Al Buyck, Second Jillian Sandy. Passes unanimously.**

- Meeting adjourns: 6:47pm

CA 1581-119-1

LEASE AGREEMENT

BETWEEN

**BROOME COUNTY PUBLIC LIBRARY
(Lessor)**

and

**LITERACY VOLUNTEERS OF
BROOME/TIOGA COUNTIES, INC
(Lessee)**

LEASE AGREEMENT

Lease Agreement (the “Agreement”) dated this _____ day of _____, 2025, by and between the Broome County Public Library, with its principal place of business located at 185 Court Street, Binghamton, New York 13901 (hereinafter referred to as “Lessor”), and the Literacy Volunteers of Broome/Tioga County, Inc., with its principal place of business located at 185 Court Street, Binghamton, New York 13901 (hereinafter referred to as “Lessee”).

WITNESSETH

WHEREAS, the premises subject to this lease agreement is real property located at 185 Court Street in the City of Binghamton, Broome County, New York (hereinafter referred to as the “Building”); and

WHEREAS, the Lessor is desirous to lease a portion of the Building to Lessee and Lessee desires to lease a portion of the Building (hereinafter referred to as the “Premises”) and enter into a lease upon the terms and conditions hereinafter set forth:

NOW THEREFORE, for and in consideration of the Premises and the mutual covenants hereinafter contained, the parties hereto do mutually agree as follows:

PREMISES

1. The Lessor hereby leases to the Lessee, the use of Room 203 for the purpose of housing its office, clerical operations, and classroom space (hereinafter “Premises”).

TERM

2. The term of this Lease shall be from January 1, 2023 through December 31, 2027, unless sooner terminated or extended in accordance with the terms hereof.

CONSIDERATION

3. In consideration for the lease of the Premises, the Lessee shall pay to the Lessor Six Hundred Dollars (\$600.00) per month.

USE OF THE PREMISES

4. Lessee shall use and occupy the Premises for activities customarily related to Lessee's business and for no other purposes without the prior written consent of the Lessor, and shall conduct said business in a quiet and orderly manner without interfering in any way with the conduct of business by the Lessor.
5. Lessee shall not place or cause or allow to be placed any sign or signs on any part of the Premises without obtaining prior written consent of the Lessor.
6. Lessee shall have not be provided with or otherwise obtain a key to the Building, and shall have access to the Premises only during Lessor's normal business hours of operation.
7. Lessee shall comply with all applicable federal, state and local laws, rules and regulations governing its use of the Premises.
8. Lessee shall obtain at their own expense all licenses or permits required for performance of this Agreement, if any, prior to the commencement of the Lease.
9. The Broome County Public Library Director and all authorized library and County personnel shall have unlimited and unrestricted access to the Premises.
10. Lessor will provide all basic utilities including heat, water and electricity and access to existing public restroom facilities. Lessee is not providing hard wired telephonic or computer access.
11. Lessor and its Security Personnel shall have the right to set rules, regulations and limitations concerning the use of the Premises which may extend to the conduct of particular clients. Lessor is in no way responsible for the selection, training or actions of the Lessee and its agents.

MAINTENANCE

12. The Lessor shall maintain the Premises so as to comply with state, federal and local statutes, ordinances, codes, regulations or rules, whether in effect as of the date of

commencement of the Lease or becoming effective during the term of this Lease and shall keep the Premises in a reasonably safe condition and shall be responsible for any and all repairs to the Premises including but not limited to, repairs necessitated by the negligence of the Lessee, its employees, representatives or invitees.

MODIFICATONS

13. The Lessee shall not, without the express written consent of the Lessor, make any additions, modifications, alterations or improvements to the Premises or any part thereof. All such additions, modifications, alterations or improvements made by the Lessee shall become part of the Premises.
14. Should the Lessor provide the required consent for any addition, modification, alteration or improvement to the Premises, the Lessee shall, at Lessee's sole cost and expense, promptly comply with all applicable state, federal and local statutes, ordinances, rules, orders, regulations and requirements.

INDEMNIFICATION

15. Unless caused by negligence of Lessor, its agents or employees, Lessee agrees that Lessee shall defend, indemnify and save harmless Lessor from any and all suits, actions and causes of action of every name and description brought against Lessor for or on account of any injuries or damage received or sustained by any party or parties by or from the negligence of Lessee, its officers, agents, employees, customers or suppliers. Such indemnity and liability shall not be limited by reason of enumeration of any insurance coverage herein provided, and shall include all costs, expenses and liabilities incurred, including attorney's fees, in or in conjunction with each such claim or action or proceeding brought thereon or in any

way connected with Lessee's occupancy of the Premises. Nothing herein shall create or give to third parties any claim or right of action against the Lessor beyond such as may legally exist irrespective of the foregoing paragraph.

16. Unless caused by negligence of Lessee, its agents or employees, Lessor agrees that Lessor shall defend, indemnify and save harmless Lessee from any and all suits, actions and causes of action of every name and description brought against Lessee for or on account of any injuries or damage received or sustained by any party or parties by or from the negligence of Lessor, its officers, agents, employees, customers or suppliers. Such indemnity and liability shall not be limited by reason of enumeration of any insurance coverage herein provided, and shall include all costs, expenses and liabilities incurred, including reasonable attorney's fees, in or in conjunction with each such claim or action or proceeding brought thereon or in any way connected with Lessor's occupancy of the Premises. Nothing herein shall create or give to third parties any claim or right of action against the Lessee beyond such as may legally exist irrespective of the foregoing paragraph.
17. The Lessor makes no representations or warranties, either express or implied, regarding the Premises, except as herein specifically set forth herein.

INSURANCE

18. At all times throughout the term of this Agreement, the Lessee shall, at its sole cost and expense, maintain or cause to be maintained insurance in accordance with the Contract Insurance Specifications attached hereto and incorporated herein as Exhibit "A", and each other form of insurance that the Lessee is required by law to provide. This coverage shall be in effect from and after the occupancy date. Said insurance shall also be for the benefit of Lessor to the extent of the indemnification set forth in paragraph "15" above. Lessee shall name Lessor as an additional insured on said premises and shall provide Lessor with certificates of insurance.

19. All such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility, licensed to do and doing business in the State of New York and reasonably acceptable to Lessor. All policies of insurance required hereof shall provide for at least 30 days prior written notice of restriction, non-renewal, cancellation, or modification thereof to the Lessor and Lessee. Lessee shall provide a Certificate of Insurance on each anniversary date of this Agreement. The policies evidencing the insurance required hereof shall name the Lessor as an additional named insured.

ASSIGNMENT AND SUBLETTING

20. Lessee, for itself, its successors and assigns, shall not assign, whether by operation of law or otherwise, or pledge or otherwise encumber this lease, or sublet all or any part of the Premises, without the prior written consent of the Lessor.

END OF TERM

21. Lessee acknowledges that possession of the Premises must be surrendered to Lessor at the expiration or sooner termination of the term of this Agreement in the same condition received by the Lessee, reasonable wear and tear excepted. Lessee agrees to indemnify and save Lessor harmless against all costs, claims, loss or liability resulting from the failure or the unreasonable delay by Lessee in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such failure or delay. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Premises after the expiration or sooner termination of the term of this Agreement. The aforesaid provisions of this paragraph shall survive the expiration or sooner termination of the term of this Agreement.

TERMINATION

22. This Agreement may be terminated by the Lessor for any reason by serving

written notice on the Lessee at least thirty (30) days prior to its termination. All written notices affecting agreement termination must be delivered by certified mail and will be considered effective upon personal delivery to the Lessee, or five (5) calendar days after deposit in a United States Post Office Box with all postage paid.

REMEDIES OF LESSOR

23. If any notice(s) provided for in paragraph 22 above shall have been given and the term shall expire as aforesaid, the Lessee shall be responsible for such reasonable expenses as Lessor may incur for legal expenses, putting the Premises in good order, preparing the same for re-rental, or any other remedy that may be available at law to the Lessor.

NOTICES

24. All notices, requests, demands, and any other communications required hereunder shall be in writing and shall be delivered by certified mail and will be considered effective upon personal delivery, or five (5) calendar days after deposit in a United States Post Office Box with all postage paid. Any of the undersigned may change their address by written notice to the other party as provided above.

MISCELLANEOUS

26. Each party hereto represents and warrants that it has the necessary authority to enter into this lease.
27. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns and in accordance with the terms and conditions of the lease, if applicable.
28. The obligations of this Agreement shall bind and inure to the benefit of the

executors, administrators, successors and permitted assigns of the parties hereto with the same effect as if mentioned in each instance where a party hereto is referred to or named.

29. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understanding or agreements between the parties hereto.
30. This Agreement shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in the Supreme Court, Broome County, New York. The parties agree that they shall not bring an action in any other court for interpretation, enforcement or money damages arising out of or under this agreement.
31. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision hereof.
32. No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy, shall constitute a waiver of any rights or remedies that such party may have.
33. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties to this Agreement.
34. The captions or headings in this Agreement are for convenience only and are not construed as limiting or defining the scope or effect of any provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above set forth.

Broome County Public Library Board of Trustees
Lessor

BY: _____ Dated: _____
Kate Miller-Corcoran, President

Literacy Volunteers of Broome/Tioga Counties, Inc.
Lessee

BY: _____ Dated: _____
Kristen Gordon-Pier, Director

BYLAWS OF THE BOARD OF TRUSTEES
OF
THE BROOME COUNTY PUBLIC LIBRARY
BINGHAMTON, NY
Approved xxxxxxxxxxxxxxxx

https://www.onlib.org/sites/default/files/OCPL_Bylaws_rev_112023.pdf
<https://www.tcpl.org/sites/default/files/2018-03/BOTBylaws.pdf>

ARTICLE I - NAME

This organization is and shall be known as the Broome County Public Library, existing by virtue of the provisions in Provisional Charter number 18,730 granted by the Regents of the University of the State of New York on September 21, 1984, and exercising the powers and authority and assuming the responsibilities delegated to it under said charter.

ARTICLE II - PURPOSE

The purpose of the Board of Trustees of the Broome County Public Library is to manage the Library on behalf of the people in Broome County. It is the obligation of the Board of Trustees to prepare a budget that requests adequate funds from the Broome County Legislature for good Library service, to apply for state and federal funds when available, to establish private fundraising priorities and support philanthropic initiatives, to supervise management of the Library, to promote the best possible use of all Library resources, to improve existing services, and to formulate policy.

ARTICLE III - BOARD OF TRUSTEES

1. Members

The business and affairs of the Broome County Public Library (BCPL) shall be managed and conducted by a Board of Trustees which shall be eleven in number, appointed by the Broome County Executive with the advice and consent of the Broome County Legislature for a term of five years, in accordance with Permanent Resolution #221 adopted by the Broome County Legislature on June 12, 1984. Candidates for the Board of Trustees are presented to the Board for approval by the BCPL Board Nominating Committee for approval and are formally appointed by the Broome County Legislature. All members shall be residents of Broome County at the time of their appointment and during their tenure.

2. Appointment of Trustees and Term of Office

The term of office of Trustees shall be **five (5) years**, and will end on December 31 of the fifth year following appointment unless the trustee shall have resigned or otherwise terminated membership on the Board. No Trustees may serve more than **two** full consecutive terms. A **Trustee** may be reappointed after serving two consecutive terms following a lapse of at least one year. Should a Trustee be unable to serve a complete **five-year** term, the Board may elect an individual to serve the remainder of the unexpired term. The completion of an unexpired term shall not be counted toward the **two-term** limit. No staff member of the BCPL shall be eligible for the office of BCPL Trustee.

3. Vacancies & Disqualifications

a. Resignation from the Board will be automatic in the event a Trustee ceases to be a resident of Broome County.

b. The Board may remove a Trustee for misconduct, incapacity, neglect of duty, or refusal to carry into effect the library's educational purpose as provided in [Education Law 226; subdivision 8](#).

c. The Board may declare a position vacant when a Trustee fails to attend three consecutive regular meetings of the Board, excused or unexcused. An exception may be made if a leave of absence is secured (see section 4)

d. If any member of the Board of Trustees fails to **attend four regularly scheduled** meetings within a calendar year, the Executive Committee shall ascertain the reasons for such absences and then recommend to the Board whether such member should continue with or be expelled from the Board. The Board then shall schedule a vote on the question of whether the recommendation of the Executive Committee shall be followed, which vote shall be held at a meeting of the Board with at least 30 days written notice of said vote to all Board members. At such meeting a two-thirds vote of the total board membership shall be required in order to recommend removal of the Board member to the County Executive.

e. In the event of a vacancy occurring or anticipated vacancy the Board of Trustees shall select recommended candidates to fill such vacancies to the County Executive.

The Nominating Committee shall manage the recruitment, interviews and recommendations of prospective candidates and advise the full Board regarding selection of new trustees. Resumes of prospective candidates for the Board shall be submitted to the Nominating Committee, who shall designate a final date for the submission. Nominations directly from the board may also be made and shall be accompanied by a resume. All candidates shall be required to attend a board meeting prior to being nominated. **The** Nominating Committee shall recommend to the Board two persons to fill each vacancy, when possible. Only nominees receiving votes from a

majority of the Board shall be made to the County Executive in accordance with Permanent Resolution #221, which reserves the right to appoint Trustees to the Executive.

f. ORIGINAL: In addition to those appointed as trustees according to Section d above, the following shall serve as Advisory Trustees: the Broome County Executive, the Mayor of the City of Binghamton, the Superintendent of the Binghamton City School District and Superintendent of Broome-Tioga BOCES (Board of Cooperative Educational Services). Said Advisory Trustees or their designees may participate in board discussions, however, they may not vote on any question under consideration.

Possible revision, if we feel this needs to be in the bylaws:

The Trustees shall keep the Broome County Executive, the Mayor of the City of Binghamton, the Broome County Legislature, Binghamton City Council, the Superintendent of the Binghamton City School District and Superintendent of Broome-Tioga BOCES (Board of Cooperative Educational Services), informed concerning Library matters, including monthly financial reports, minutes of Trustees meetings, Director's reports, and such other information as may requested. These entities or their designees are invited to participate in board discussions, as advisors, however, they may not vote on any question under consideration.

4. Leaves of Absence

The Board may grant a Trustee a leave of absence from regular Board meetings for a period of from three to five consecutive regular meetings. No Trustee shall be granted a leave of absence more than once during a five-year term of office.

ARTICLE IV. RESPONSIBILITIES & DUTIES OF THE BOARD OF TRUSTEES

The Trustees shall:

1. Establish policies for the operation of the Library that are designed to promote efficient and effective procedures.
2. Appoint a Director of the Library whenever that position shall become vacant.
3. Advise the administration in the preparation of the annual budget, approve the budget, recommend its adoption by the Broome County Executive and Legislature, and make every effort to secure adequate funds to finance Library operation.
4. Regularly review the needs of the physical plant and building needs to see that they meet the requirements of the Library program.

5. Have one vote each, irrespective of office held.
6. Understand and support legislation that will bring about the greatest good to the greatest number of libraries in New York State and the nation.
7. Cooperate with other public officials and boards and maintain vital public relations, always prioritizing the best interests of the Library.
8. Recommend individuals to the Broome County Executive for membership on the Board of Trustees.
9. Complete the required minimum of two hours of trustee education annually. ([Education Law §2-d](#)). Per Education Law, trustee education topics may include financial oversight, accountability, fiduciary responsibilities and the general powers and duties of a library trustee.
10. All trustees must comply with the [Sexual Harassment Prevention training requirements](#) in New York State Human Rights Law.
11. Perform any further duties as outlined in the [Handbook for Library Trustees of New York State](#).
12. Comply with the Library Code of Conduct.

All actions of the Board shall be of the Board as a unit. No Board member shall act on behalf of the Board, on any matter, without prior approval of the Board. No Board member by virtue of his/her office shall exercise any administrative responsibility with respect to the library nor, as an individual, command the services of any library employee.

ARTICLE V. [OFFICERS](#)

1. The officers of the Board of Trustees shall be elected at the annual meeting or first regular meeting each year and they shall be a President, a Vice President, a Secretary, and a Treasurer, elected from among the Board of Trustees.
2. Officers shall serve a term of one year from the meeting in which they are elected and until their successors are duly elected. The tenure of the office of President of the Board shall be limited to three consecutive full terms of one year each, with at least a one year gap after the third consecutive term.
3. A Nominating Committee shall be a standing committee appointed at the

beginning of each year by the President. The purpose of said committee, among other purposes, shall be to designate a slate of officers for election which slate shall be presented to the Board prior to November 30th of each year. Whenever the Nominating Committee reports a slate of officers or proposed new Trustees, additional nominations may be made from the floor to the Board. The vote for officers shall be by secret written ballot if two or more Trustees have been nominated for an office.

4. The President shall preside at all meetings of the Board, authorize calls for any special meetings, execute all documents authorized by the Board, serve as ex officio voting member of all committees, and generally perform all duties associated with that office. The President shall act as, or designate, the official spokesperson for the Board

5. The Vice President, in the event of the absence or disability of the President, or of a vacancy in that office, shall assume and perform the duties and functions of the President and shall serve as President-Elect.

6. The Secretary shall keep, or cause to be kept, a true and accurate record of all meetings of the Board, shall issue, or cause to be issued, notice of all regular and special meetings of the Board, and shall perform such other duties as are generally associated with that office.

7. The Treasurer shall be the officer responsible for all funds controlled by the Board and shall perform such duties as are generally associated with that office. ~~An Assistant Treasurer, who need not be a trustee, may be selected by the Board to assist the Treasurer in the performance of his/her duties. Both shall be bonded in an amount as may be required by a resolution of the Board.~~ Per Board resolution February 7, 2008 the bonded amount was set at zero. The Treasurer will also serve as chair of the Finance Committee.

ARTICLE VI - MEETINGS

1. The Regular meetings of the Board shall be held monthly, no fewer than nine times per year, according to a schedule established by the Board, which shall initially be established at the Annual Meeting. If the Board fails to establish a schedule, then it shall have been deemed to accept as a schedule that there shall be a regular meeting of the Board the second Thursday of each month at 5:30pm. Such schedule shall remain in effect until specifically changed by the Board which change shall require a majority of all Board members. Written notice thereof shall be sent to all trustees by the Secretary at least one week prior to such regular meeting, and a public notice shall be posted in accordance with the Open Meetings Law.

2. The Annual Meeting shall be the first regular meeting of the calendar year and should set the organizational goals and schedule.

3. Special meetings may be called by the Secretary at the direction of the President, or at the request of at least one-third of the trustees, for the transaction of business as stated in the call for a special meeting.
4. A quorum for the transaction of business at any meeting shall consist of a majority of the entire voting members of the Board present in person. In the absence of a quorum, the trustees present may adjourn the meeting to a date determined, and written notice thereof shall be sent to all trustees.
5. The procedure at all meetings of the Board of Trustees shall be in accordance with the current edition of Robert's Rules of Order Newly Revised.
6. The Library Director shall attend all meetings, may participate in all discussions and offer professional advice, but may not vote on any question.
7. In accordance with the New York State Open Meetings Law (Ch. 47, Article 7), all meetings of the Board are open to the public. Executive sessions may be called and held when necessary, as appropriate. Every Executive Session must first be approved in an open meeting by a majority vote of the Board and the purpose of the session recorded in the minutes of the open meeting.
8. Minutes of all Board meetings are recorded by the Board Secretary or designee, and are available to the public on the BCPL website.
9. Voting members of the Board of Trustees must be present at a meeting to have their vote counted or meet the provisions of New York State's Open Meetings Law.

ARTICLE VII- COMMITTEES

1. The Executive Committee shall include the Board's President, Vice President, Secretary, and Treasurer. The Executive Committee may be expanded to include committee chairs when needed. **The Library Director may be asked to serve as an ex officio member of the Executive Committee and act as its recorder. The Executive Committee shall be empowered, whenever necessary between regularly scheduled meetings of the full Board, make decisions on behalf of the Board. Those decisions must be reported, in writing, at the next meeting of the Board and are subject to ratification by a majority of the current Board membership at a regularly scheduled meeting.**
2. There shall also be the following standing committees: Strategic Planning, Personnel, Finance, and Nominating. The members of the standing committees and the committee chairpersons shall be selected at the Annual Meeting in January of each year, and approved in February.
 - a. The Strategic Planning committee shall work with Library administration, with the

input of appropriate department heads and committees, to assess current operations, identify future opportunities and challenges, and develop a comprehensive plan to achieve sustainable growth. Progress of the Strategic plan should be reported to the Board of Trustees bi-annually.

b. The Personnel Committee shall manage the search process for a Director, when necessary, and manage the process of the Library Director's evaluation. This evaluations shall be done annually.

c. The Finance Committee shall be chaired by the Treasurer and shall support the Director when developing and modifying the Library budget and oversee the Library's fiscal affairs and fiscal policy.

d. The Nominating Committee shall assess the composition of the Board in terms of community representation and review the trustee membership annually for needs. When vacancies occur, they shall propose new members of the Board of Trustees per Section 3e of Article III. Each year the committee should present a slate of officers for a Board vote by November 30th, to be voted on in January per Article V, Section 3.

3. The President shall appoint such other committees as the business of the Board may require from time to time. These committees shall consist of one or more members and shall be considered to be discharged upon the completion of the term of the office of the President.

4. All committees shall make a progress report to the Board at each of its meetings.

5. No committee shall have other than advisory powers unless the Board has delegated specific power to act upon its behalf pending a subsequent meeting of the board and confirmation.

6. The majority of committee members must be Board members. The Board may invite nonmembers to serve on committees, and shall be presented to and approved by the board. Community committee members shall serve at the pleasure of the Board under the direction of the committee chairperson. All committee members, whether or not a member of the Board, shall enjoy equal voting rights and privileges within the committee. However, non-Board committee members shall have no voting rights on Board decisions.

ARTICLE VIII- DIRECTOR

1. The Board shall appoint a qualified Library Director who shall be the executive and administrative officer of the library on behalf of the Board and under its review and direction.

2. The Library Director shall recommend to the Board the appointment and specify the duties of the library employees, and no appointments, promotions, or dismissal shall be made without this recommendation.
3. The Library Director shall have interim authority to appoint part-time or temporary employees without prior approval of the Board provided that such appointments are reported at the next regular Board meeting.
4. The Library Director is also responsible for directing the care and maintenance of Library property, for the selection and care of materials in keeping with Board policies, for the fiscal operation of the Library within the stated limitations of the budget, for the efficiency of Library services to the public served by the Library, and for the development of a first draft of an annual budget for the consideration of the Finance Committee before presentation to the full Board.
5. The Director is responsible for the implementation of the policies established by the Board.
6. The Library Director, or the Director's designee, is expected to attend all regular and special Board meetings, unless otherwise specifically stated by the President of the Board.
7. Add in Director as Liaison to 4CLS BoT? – this was VP previously but it seems like a lot ??? Or add back into VP and explain what is expected.

ARTICLE VII - AMENDMENTS

The Board may amend these bylaws at any regular meeting of the Board, by a majority vote of all members provided notice of the amendment has been sent or delivered to each member of the Board thirty days prior to the meeting.

New Trustee Information

- [Trustee Handbook Online](#)
 - [PDF Version](#)
- Important Trustee Document Location (Board List, Org Chart, ByLaws, Strategic Plans, Policies, etc)
 - Trustee Site Login: <https://www.thebcpl.org/user/login>
 - Board Documents: <https://www.thebcpl.org/board-documents>
- [Trustee Resource Information Page](#) Four County Library System
- Library Trustee Basic Training: [View Recording](#)
 - Designed to give new trustees a basic understanding of the roles & responsibilities of library trustees.
 - 2 hours

We should include links to charter, county resolution 221 (creating board), any other docs that impact library

[Statement on the Governance Role of a Trustee or Board Member](#)

[Appendices from Statement:](#)

- Top Ten Warning Signs for Boards
- Best Practices for Boards to Follow
- Select Regulations of the Commissioner of Education Applicable to Chartered Institutions
- Report Waste, Fraud, and Abuse

Public Library trustees are required to receive 2 hours of training each year.

- [See this link](#) for registration links to upcoming training opportunities and recordings of past webinars from 4CLS.
- Library Trustee Basics Counts towards this requirement

Library tour (*who is in charge and when should it be done?*)

[The Friends of the Broome County Public Library](#) is a 501(c)(3) nonprofit organization dedicated to supporting BCPL's programs and special projects. [If you're interested in joining the Friends follow this link.](#)

