

BOARD OF TRUSTEES

Regular Session Meeting Minutes – December 12, 2024 Meeting opens, 5:33pm

Members Present: Jeffri Boisvert, Al Buyck, Jillian Sandy, Olivia Shimkus, Sarah Glose, Charmian Foster, Tom Jahn, JoAnne Hanrahan, Vikki Collazo, Kelly Sullivan, Kate Miller-Corcoran, Katie Bowers

Not Present:

Also Present: Emily Jones, Josias Bartram, Laura Haynes, Michelle Brandone, Rebecca Stone, Sherry Kowalski, Alex Fisher, Kathleen Shores, Michaela Gay

CALL TO ORDER - 5:33pm

GUESTS – Emily Jones

AMENDMENTS TO THE AGENDA

PUBLIC COMMENTS

MINUTES: November 14, 2024

- Move Tom and Olivia from “Also Present” to “Members Present”
- **Motion to accept the minutes with correction: Al Buyck, Second Sarah Glose. Passes unanimously.**

APPOINTMENTS & RESIGNATIONS

James Ingram – Promotion from PT Library Clerk to Library Assistant for Programs and Exhibits

- **Motion to accept the appointment: Charmian Foster, Second JoAnne Hanrahan. Passes unanimously.**

NEW BUSINESS

- Prospective trustee
 - Emily Jones. Came forward from marketing team. Project Manager for Care Compass Network. Born and raised in Broome County. Family was very active in the community growing up - volunteering at soup kitchens, reading at Broome Developmental Center, etc.
 - Volunteered with AmeriCorps/Rural Health Network
 - Served on board of YWCA, served as chair

- Lives in town of Chenango
 - Interested in many of our committees, especially strategic planning committee
 - Thank you Emily! Vote will occur later during executive session.
- Literacy Volunteers Lease – 2023-2027
 - We/they want to do a 5-year lease - didn't have lease in 2023 and 2024 (things were up in the air regarding the space, turnover in legal, etc) and they have been very good about working with us about space changes to accommodate the new staff break room, and we want to lock in rent for next 3 years. Prior to 2023, they had yearly leases.
 - Language in the document is boilerplate.
 - **Motion to accept the lease: JoAnne Hanrahan, Second Jill Sandy. Passes unanimously.**
- Bylaws
 - Proposal: move to three, 3-year terms from our current, two 5-year terms
 - Counterpoint: our onboarding process is not fully cemented and takes a long time. That would eat up people's terms and we'd have to fill terms much more frequently. For a long time, it was hard to get people nominated at all - what if we end up with a dry run of interest/nominations again?
 - Was this lack of interest because of the 5-year commitment? Seems like no - we've had lots of interest lately.
 - Also want to change language around board members being able to step away for a year and restart their 10 year service.
 - Con: Many members are not ready to fill officer positions until after their 2nd year - so they become an officer and then they are at the end of their term?
 - Pro: 3-year terms allow us more frequent check-ins - more warning if people need to leave.
 - Con: The wheels of government move slowly - you cannot expect to complete many projects in 3 years. Do we want turnover that frequently?
 - We should boost the community member committee positions - to make sure there are people ready to rock when positions open.

- Generally speaking, we need to tighten up our onboarding process overall.
 - 5-years sounds like a more serious commitment. We have community member committee positions for people who want shorter terms.
 - New members weigh in:
 - New members (who are currently at the start of their terms) feel that 5 years reasonable. Some have worked with a board that has a 2 year position - that is way too short.
 - Do we want to keep in the language about leaving/coming back? Partial term?
 - Should we set a lifetime cap of 10 years of service?
 - What if someone served from age 25 - 35, then wants to come back at age 65?
 - Jeffri says “Join one of our community committee positions!”
 - We will leave this language to be reassessed 3 years from now as the board recruitment process develops.
 - We need to put review of the bylaws in a regular cycle.
 - In addition to Appointed Trustees, we have non-voting advisory Trustees: County Executive, Mayor of Binghamton, BCSD Superintendent, BOCES Superintendent “or their designee”.
 - Should we expand this to allow more representatives - the county legislature? The Binghamton City Council? Or simply change it to a “commitment to inform their offices”?
 - All notes and attachments are publicly available. Is this change even necessary?
 - Let’s clarify this language before considering adding more advisory positions.
 - Should we change/keep language around not taking multiple leaves of absence in a 5-year term?
 - This was more of an issue when we didn’t have a full board - one person being absent created a quorum problem.
 - Add a line to a require Trustees to notify the board of a leave of absence and length of time.
 - Add a line that the Executive Committee will review appeals for multiple leaves of absence.
- New Trustee Information

- Please review this document to make comments/additions regarding what needs to be done to smooth the onboarding process.
- Security
 - Overview
 - This is a planned overview of the security system - unrelated to recent events.
 - Security is provided by Broome County Security - they have full law enforcement powers on County property, but they are not police officers. Part of the Department of Public Works.
 - We pay for this with a county charge-back. Presently ~\$100,000 per year.
 - We have an officer assigned whenever we are open - roughly 15 minutes before opening, during the open hours, and 15 minutes after.
 - Monday - Thursday, we are open 9am - 8pm. Usually have a FT officer from 9am - 5pm and then a PT officer from 5pm - 8:15pm.
 - This has been true since just after COVID.
 - May be armed with guns or tasers and pepper spray issued by the Department, depending on their level and licensure. We have never had a gun discharged at the library.
 - Ideally officers work closely with staff. Check in with the building supervisor in the AM, review any incidents. Interact with staff and patrons enough to know names and have a general understanding of concerns.
 - When we have issues with officers, it's usually officers that just sit and watch the cameras. We need officers that walk around and get to know people. When we don't have this, it has a big impact on everyone in the building.
 - There are lots of gaps in the cameras - which we are trying to correct - but presence is the point.
 - Ideal officers are also skilled in deescalation, and do not freeze or escalate dangerous situations.
 - One of our biggest concerns at the moment is high turnover - they get new jobs, they prove themselves and get moved to higher conflict sites, etc. We have expressed this to the Department, but it does not seem to make a difference. We would like a say in creating a degree of stability.

- Custodian walked through several times by himself and she moved around to avoid him.
- After she slept for 5 hours, then woke up around 11pm and immediately started smashing children's artwork, tearing books, rearranging things on the desk, throwing things in the trash.
- She took some of the money in the donation jar.
- She moved schedules and desk items around.
- She went into the Circ room for many hours and moved things around on desks, messed with keys, library card applications, trashing family photos, lip balms, medicine, throwing items in trash, cut cord off the coffee maker, and tearing down half of the photos of banned patrons. Did not go into emergency services. None of this tripped the motion sensors - we need to look at the placement of these.
- Went to the bathroom to throw out the coffee maker, which tripped the motion sensors and the security company sent BPD. She was questioned for an hour, but not searched. She stole keys, money, and some paperwork.
- Broome's head of security looked briefly at footage and decided she had not done real damage. Library staff were not informed.
- Library staff came in and noticed the damage, texted Josias at 8:58am. Kelsey took lots of photos, which are now being used as evidence. Library staff knew the space and could see the extent of the damage.
- They put the security officer in charge of the investigation while also blaming him for it. Josias and Sherry came in to investigate. It took Saturday - Wednesday to assess the full damage.
- Josias sent an email to the board on Saturday.
- On Monday, Josias attempted to contact security. At 10:45, the Assistant Security Department Head called - "Oh yes, I hear your concern".
- Because there was clearly a mental health component, got blamed on a single officer, "and no damage", they let her go.

- Another member of the Department who mentors the new officers came to the library to review everything - noted many crimes and the need to press charges - including felonies and grand larceny.
- The situation is now being fully, adequately addressed thanks to this officer.
- This situation has dominated staff time this week and left staff feeling unsafe, “in a daze”, etc.
- Problems it exposed
 - We need to look at the placement and timing of the motion sensors.
 - We need to review procedures to clear the building, particularly areas with high shelves. This requires a minimum of two people.
 - Circulation area needs to be locked.
 - The Library Director was not alerted by the alarm company or Broome Security - they should have alerted him immediately. Staff was never alerted.
 - After she was released by BPD, security did not search the building for any additional persons, any unlocked doors, etc. What if there was someone else in the building? No one checked.
 - (Lack of) assessment of damage was issued before a real assessment - money, keys, etc was missing, personal items destroyed - none of this was noted in the original review by BC security.
 - Concerns were not taken seriously by BC security leadership.
- Where we are now
 - We were told that the keys have been thrown off the Court St. bridge - we need more information about that. Fortunately, there were no external keys taken.
 - Took key to AED - this was scheduled to be replaced anyway.
 - Took key to sharps containers in bathroom.
 - Took key to override the door lock from the *inside* of the library - can only be used inside the library.
- Youth Services staffing
 - Youth Services Librarian is out on very long term medical leave.

- At this point, we are understaffed in this area in an unsustainable way. People are pitching in hours, but we need a full time person. A balance needs to be figured out.

OLD BUSINESS

- Emergency Services MOU
 - We met with Emergency Services here with the County Engineer. Possible solutions are going to be drawn up.
- Renovation/Projects update
 - We have over \$500K to spend on renovations. We have been working on this process for several years. We will be working more with County Engineering to move forward.
 - Highest priority projects are bathrooms and door to garden.

REPORTS

- November Financials
- Director's Report
 - There is none. No time, dealing with crime (see above).
- Staff Reports
 - Review process of director
 - The gains Josias has helped the library make are immense
 - Staff feel heard
 - There are weak spots in the library overall, but there are plans in place to address these
 - Generally speaking, Josias works extremely hard and we need to put more funding and more staffing in place to prevent burnout 🌸🌸
- Committee Reports
 - Great job nominating and marketing committees! And everyone, but they have been doing a lot to bring in new board members.
- Friends
 - Goal was to raise \$50K this year - Friends raised \$56K so far (two weeks left to go)!!
 - Friends Gala - October 10th, 2025 at Doubletree
 - \$100 for a ticket
 - \$50 for library staff
 - Seeking business sponsorships
 - Also you can join the Friends!

Executive Session

- **Motion to move to Executive Session: Sarah Glose, second Jillian Sandy. 7:55pm.**
- **Motion to close Executive Session: Katie Bowers, second Jillian Sandy. 7:56pm.**

Trustee Education Policy

Purpose

The purpose of the Trustee Education Policy is to comply with [New York State Education Law Section 260-D](#) which requires members of library boards of trustees, beginning January 1, 2023, to complete a minimum of two hours of trustee education annually from a provider approved by the Commissioner of Education that addresses the financial oversight, accountability, fiduciary responsibilities and the general powers and duties of library trustees.

Each member of the Broome County Public Library Board of Trustees (BCPL Board) must demonstrate compliance with this policy by filing evidence with the Board President annually.

Administration

Trustees are required to complete two hours of continuing education during each year of their term on the BCPL Board.

According to Section 260-D, each Trustee shall demonstrate compliance with the requirements by filing with the President of the Board of Trustees evidence of completion of Trustee Education from an approved provider. Such evidence shall include one of the following:

1. certificates of completion issued by one or more approved providers; or
2. a signed self-assurance of completion (included at the end of this policy).
 - a. Such assurance shall identify the approved trustee education providers, a description of the format and content of the completed instruction activities, the date and time such member began and completed each instruction activity and an explanation of why a certificate of completion was not available from such approved providers.

Evidence of completion shall be submitted to the Board President by December 31 of each year.

Should a Trustee fail to submit evidence of completion by the above date, the Trustee will be suspended from duty until evidence of completion is filed. Should a Trustee in suspension fail to provide evidence of completion within 90 days, they will be assumed to have resigned from the board.

Compliance will be tracked through the Library's Annual Report to the State.

Approved Providers

At the state level, trustee education providers and activities (topics and formats) are approved by the New York State Library acting on behalf of the Commissioner of Education.

In addition to pre-approving public library systems as trustee education providers, the State Library has delegated authority to public library systems to approve additional trustee education providers and activities (topics and formats) for their member libraries.

Pre-approved providers:

- New York State Library/Division of Library Development
- Public Library Systems
- WebJunction
- New York Library Association (including the Library Trustees Section and other Sections/Roundtables)
- Reference and Research Library Resources Councils
- Empire State Library Network (formerly New York 3Rs Association)
- PULISDO (Public Library System Directors Organization)
- ALA (American Library Association) including United for Libraries and other Divisions

Allowable Formats:

Trustee education may be delivered online or in person. The format of this education may include any of the following:

- Lectures
- Workshops
- Webinars
- Online courses
- State or national library association conferences

Costs of Continuing Education

Modest and reasonable costs incurred by a Trustee in complying with the trustee education requirements may be reimbursed by the Library. All continuing education requesting reimbursement must be pre-approved by the BCPL Board.

SELF-ASSURANCE of Trustee Education Activity Completion

Beginning January 1, 2023, each library trustee, elected or appointed, of a board of trustees is required to complete a minimum of two hours of trustee education annually. (Education Law 260-d as added by *Chapter 468 of the Laws of 2021*)

Please use this self-assurance form if a certificate of completion is not available from the approved education activity provider. Please submit this form to the library board president for review and signature. Trustees should retain a copy of the signed form.

I give the following assurance:

I attended the following trustee education activity:

Trustee Name: _____

Approved Provider: _____

Title of Activity: _____

Topic/Content: _____

Format (e.g. workshop, webinar, online course): _____

Date of Activity: _____

Contact Hours: _____

Trustee Signature/Date

BCPL Trustees - 2025

Trustee	Address	Office	Term	Committees
Al Buyck	3367 Douglas Drive Binghamton, NY 13903 abuyck@stny.rr.com 607-723-8023	President	1 st term: 2024-2028	Chair: Member:
Jeffri D. Boisvert	77 Park Ave. #1 Binghamton, NY 13903 jdb10585@hotmail.com 607-710-3474	Vice President	2 nd term: 2025-2029	Chair: Member:
Katie Bowers	71 Mill Street Binghamton, NY 13903 katiebwrs@gmail.com 607-759-8900	Secretary	1 st term: 2021-2025	Chair: Member:
Vikki Collazo	257 Riverside Drive Binghamton, NY 13905 vtc716@gmail.com 607-422-1626	Treasurer	1 st term: 2023-2027	Chair: Finance Member:
Charmian Foster	67 Orchard Ave Johnson City, NY 13790 cfoster15@stny.rr.com 508-361-6510	Trustee	1 st term: 2022-2026	Chair: Member:
Sarah Glose	41 Davis Street, Binghamton, NY 13905 sglose1@gmail.com 315-877-6836	Trustee	1 st term: 2022-2026	Chair: Member:
Jillian Sandy	115 Oak Hill Avenue Endicott, NY 13760 jsandy@binghamton.edu 937-266-0994	Trustee	1 st term: 2024-2028	Chair: Member:
Kelly Sullivan	434 Jones Road Vestal, NY 13850 kelly.h.sullivan@gmail.com (607) 377-9742	Trustee	1 st term: 2024-2028	Chair: Member:
Tom Jahn	14 Jefferson Avenue Binghamton, NY 13905 thejahn@yahoo.com (607) 624-1674	Trustee	Partial term: 2025-2027	Chair: Member:

Olivia Shimkus	530 Central Street Apt C9 Endicott NY, 13760 oliviashimkus@gmail.com (607) 221-9601	Trustee	Partial term: 2025	Chair: Member:
Emily Jones	109 W Chenango Rd Castle Creek, NY 13744 emilybalmer7@gmail.com (607) 221-9601	Trustee	1 st term: 2025- 2029	Chair: Member:

EX OFFICIO (non-voting)

Colleen Wagner
Deputy County Executive
colleen.wagner@broomecountyny.gov

Karry Mullins
Binghamton City Schools
mullinsk@binghamtonschoools.org

Megan Heiman
Deputy Mayor
mjheiman@cityofbinghamton.com

Rebecca Stone
Superintendent, Broome - Delaware -Tioga BOCES
rstone@btboces.org

2025 Holiday Closing Dates

CSEA Holidays - contractual		
January 1, 2025	Wednesday	New Year's Day
February 17, 2025	Monday	Presidents' Day
May 26, 2025	Monday	Memorial Day
June 19, 2025	Thursday	Juneteenth
July 4, 2025	Friday	Independence Day
September 1, 2025	Monday	Labor Day
November 11, 2025	Tuesday	Veterans Day
November 27, 2025	Thursday	Thanksgiving Day
November 28, 2025	Friday	Day after Thanksgiving
December 25, 2025	Thursday	Christmas Day
December 26, 2025	Friday	Day After Christmas
January 1, 2026	Thursday	New Year's Day 2026

ADMINISTRATION

Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Columbus Day, and Election Day are Floating Holidays for administration.

Other

The library will close at 5:00pm on November 26th, and December 31st. All full-time staff are expected to work 7.5/8 hours on the day or use vacation, comp, or floating time.

The library will close at 1:00pm on December 24th. All full-time staff are expected to work 4.5 hours on the day or use vacation, comp, or floating time. Staff not scheduled to work that day will not accrue comp time.

If a holiday falls on a Saturday when the Library is closed, any benefit-eligible employee not scheduled to work that day shall receive 7.5 hours of compensatory time or equal pay for the day at their option as per the CSEA contract.

The library will be closed to the public on Monday June 23, 2025 and Monday October 13, 2025 (Columbus/Indigenous Peoples' Day) for staff training. All staff are expected to report to work at 8:30am and will be paid for a full day of work, including any part-time staff who are able to attend.

The library will be closed to the public at 1:00pm on Friday December 19th for a staff holiday party. To receive pay for a full day, staff will be expected to stay for the full holiday party or use vacation, comp, or floating time.

2025 Schedule of Meetings

January 9, 2025

February 13, 2025

March 13, 2025

April 10, 2025

May 8, 2025

June 12, 2025

July 10, 2025

August 14, 2025

September 11, 2025

October 9, 2025

November 13, 2025

December 11, 2025

Unless otherwise notified, all meetings will be held the second Thursday of each month at 5:30 p.m. in the Ahearn Room. All meetings are open to the public and board packets and minutes are posted to the BCPL website.

hoopla® Digital Media Agreement

This hoopla Digital Media Agreement (“Agreement”) is made as of this ^{first} _____ day of April, 20²⁵ (“Effective Date”) by and between Broome County Public Library (the “Library”), and Midwest Tape, LLC.

WHEREAS, Midwest Tape’s hoopla Digital Media Platform (“hoopla,” the “Platform,” or the “hoopla Platform”) allows participating libraries to provide their users with access to digital media content using smart phones, tablets, computers, streaming devices, and web browsers; and

WHEREAS, the Platform is designed to be accessible 24/7 and offers various licenses to media content in multiple formats, including, without limitation, movies, television programs, music, audiobooks, eBooks, and comics, subject to circulation limits (if any) and other settings established by the user’s library system; and

WHEREAS, the Library wishes to make hoopla available to its authorized users (“Patrons”);

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a “Party” and collectively the “Parties”) agree as follows:

1. **DEFINITIONS.** The following definitions apply wherever these terms appear in this Agreement, including the Appendices:

1.1 **“Digital Media Platform”** means one or more computer programs or applications owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the hoopla Application, hoopla Website, and Library Administration Website.

1.2 **“Digital Titles”** means any and all digital media content that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

1.3 **“Flex Borrow”** or **“Flex Circulation”** means an OCOU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, a Flex Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title that is at that time available to that user in the form of a one-copy/one-user (“OCOU”) license owned or controlled by the Library.

1.4 **“Flex License”** means a one-copy/one user license (“OCOU License”), as set forth in the attached Appendix 2.

1.5 **“hoopla Application”** means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.

1.6 **“hoopla Website”** means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, and/or return Digital Titles.

1.7 **“Instant Borrow”** or **“Instant Circulation”** means a PPU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs

when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title (or to obtain access to a “Binge Pass”) pursuant to a pay-per-use (“PPU”) license that is paid for by the Library.

1.8 “Instant License” means a pay-per-use license (“PPU License”), as set forth in the attached Appendix 2.

1.9 “Intellectual Property Rights” means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under any applicable laws.

1.10 “Library Administration Website” means one or more Midwest Tape website(s) (currently available at www.midwesttapes.com) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

1.11 “Library Online Catalog” means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

1.12 “Marks” means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

1.13 “Midwest Tape” means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform.

1.14 “Pre-Owned Content” has the meaning set forth in Appendix 2.

1.15 “Service Partners” means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

1.16 “Title Summary and Promotional Data” means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

1.17 “Vendor” means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

2. Library RIGHTS & OBLIGATIONS.

2.1 Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and

pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform, including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

2.2 Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by or on behalf of Midwest Tape with respect to any Intellectual Property Rights and the Marks.

2.3 No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles under the terms of this Agreement. Accordingly, the Library may not offer any Digital Titles as a performance to Patrons or the general public, sponsored by the Library or otherwise.

2.4 General Obligations. To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

2.5 Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

2.6 Use of the Library Administration Website. The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed and in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (e.g., limitations on circulations, content restrictions, reporting preferences, etc.).

2.7 Library Online Catalog. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Platform.

2.8 Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

2.9 No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, express or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

2.10 Compliance with Applicable Laws and Regulations. The Library will comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with its performance under this Agreement.

2.11 Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

3. FEES, PAYMENTS & REPORTING.

3.1 Invoicing and Payment. Except for purchases of Flex Licenses (which will be invoiced to the Library by Midwest Tape after each purchase), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance. If the Library has any remaining Advance Funds on account upon expiration or termination of this Agreement, Midwest Tape will notify the Library and refund any unencumbered and unapplied monies to the Library.

3.2 Reporting. Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

3.3 Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do

so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term of this Agreement (the “Term”) begins on April 1, 2025 and ends on March 31, 2026.

4.2 Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days’ advance written notice prior to the end of the Term.

Due to Breach. Either Party may suspend its performance or, at that Party’s sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party’s material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library’s failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days. If any period of such suspension exceeds 30 days, the non-breaching Party may terminate this Agreement by providing the other Party with written notice of such action.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Title Summaries and Promotional Data; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

5.1 The hoopla Platform. During the Term, Midwest Tape and/or its Service Partners will provide for the following: (a) hosting of and support for the Platform as provided in this Agreement; (b) designation of an implementation specialist (“hoopla Coordinator”) to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) Library access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings and user-advisory settings, usage dashboard, and reporting.

5.2 Ownership of Vendors’ Intellectual Property. Subject to the provisions of this Agreement, hoopla Vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

5.3 Ownership of Midwest Tape’s Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape’s ownership of such Intellectual Property Rights.

5.4 Modifications to Digital Media Platform. The Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla may be

modified at any time by Midwest Tape in its sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality.

5.5 Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

5.6 Promotion of the Platform. Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

5.7 Support. To support the Platform, Midwest Tape will (a) maintain help files, information, and other appropriate documentation and training materials; (b) undertake reasonable efforts to help the Library perform its obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to “frequently asked questions” related to the Platform; (c) supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform; and (d) make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the “Secondary Support”). It is acknowledged and agreed that Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided to Patrons will be in its sole discretion.

During the Term, Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside its control. Scheduled down time will occur periodically and at times designed, in Midwest Tape’s sole discretion, to minimize inconvenience to hoopla users.

6. MISCELLANEOUS.

6.1 Indemnities. Each Party (“Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other Party and its parents, subsidiaries, and Service Partners from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its representations and warranties as stated in this Agreement (collectively, “Indemnifiable Claims”), including but not limited to all damages, costs, expenses, reasonable attorneys’ fees, judgments, and settlements resulting from such Indemnifiable Claims; provided, however, that no Indemnifiable Claim may be settled without the express written consent of the Indemnifying Party.

6.2 Indemnity Process. The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Indemnifiable Claim for which indemnification will be

sought. The Indemnifying Party may elect to control the defense and settlement of any Indemnifiable Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party's defense against the Indemnifiable Claims. If any Indemnifiable Claim is covered in part but not entirely by a Party's indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion.

6.3 DISCLAIMER OF WARRANTIES. MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LIBRARY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE.

6.5 Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order; or (ii) to the receiving Party's professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any such Confidential Information. This Section 6.5 shall not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

6.6 Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to

perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

6.7 Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:

Midwest Tape, LLC:
1417 Timberwolf Dr.
Holland, Ohio 43528
info@midwesttapes.com
1 (800) 875-2785

To Library:

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.....
.....
.....

6.8 Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

6.9 Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

6.11 Entire Agreement/Non-Reliance. This Agreement constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

6.12 Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

(TYPE LIBRARY NAME)

MIDWEST TAPE, LLC

By: _____

By: _____

Print Name: Sherry Kowalski

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

Appendix 2

hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape’s hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

	Instant Borrows	Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
Circulations / Borrows	<p>An Instant Title is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via PPU Circulations, otherwise referred to as Instant Borrows, each of which allows a user to stream, download, and/or access the chosen Instant Title, or collection of Titles (<i>e.g.</i>, a “Binge Pass”, described below), for a limited time that terminates upon the expiration of a fixed period or earlier “return” by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one Instant License to authorize that particular borrow. A “Binge Pass” is an Instant Borrow that provides the borrower access to a collection of titles, either directly through hoopla or through a third-party website or application.</p>	<p>A Flex Title is only available to one user at a time, via a digital OCOU Circulation, otherwise referred to as a Flex Borrow. If the Library has an available Flex License to a Flex Title, a Patron may activate a Flex Borrow and that license is digitally checked out and considered “in use.” Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier “return” by the user.</p>
Available formats	<p>All formats (audiobooks, eBooks, comics, movies, television, music, and magazines). Binge Passes are available only for select titles and may not be available for all formats.</p>	<p>Currently available only for audiobooks and eBooks.</p>
Payment obligations	<p>A PPU-Circulation Fee is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged regardless of whether</p>	<p>Where available, Flex Licenses may be ordered via the hoopla Digital Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).</p>

	Instant Borrows	Flex Borrows
<i>(continued)</i>	the borrowed content is actually accessed, viewed, streamed, or downloaded by the user. Fees for Instant Borrows are invoiced monthly.	
Borrow priority	To optimize Libraries’ media purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible. Therefore, if a user requests an Instant Title, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply. (Note that this priority does not apply to Instant Borrows of Binge Passes. Users may borrow Binge Passes regardless of whether select titles within the Binge Pass may be available as Flex Licenses.)	Same. To optimize Libraries’ purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible.
Metering restrictions	N/A	A Flex License may be either perpetual, or “metered.” Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
Pre-Owned Content	N/A	If the Library has acquired OCOU Licenses from another source (Pre-Owned Content), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library’s use hereunder. The Library is responsible for (1) providing an accurate list of Pre-Owned Content for Midwest Tape’s review (consistent with Appendix 3), and (2) notifying the owner and/or licensor of such Pre-Owned Content when the Pre-Owned Content is to be removed. The format to be used for listing the Library’s Pre-Owned Content, including the required certification, is set forth on Schedule 1 to Appendix 3.

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

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. 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 three regularly scheduled meetings within a calendar year, without prior notification, 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. 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.

4. Leaves of Absence

If a Trustee will need a leave of absence from regular Board meetings for a period of from three to five consecutive regular meetings they should alert the board President so that quorum can be assured in the meantime.

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 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 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. 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. 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. These 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. The Library Director shall serve as the board liaison to the Four County Library Board.

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.

DRAFT