

## Agreement to Participate in a Shared Automated Resources System

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between the South Central Library System (hereinafter referred to as SCLS) and the Library Board of Trustees or other applicable governing body of \_\_\_\_\_ (hereinafter referred to as the Library). Other terms in this Agreement are defined as set forth in Appendix B hereto.

WHEREAS SCLS is organized, exists, and maintains a public library system pursuant to the provisions of Chapter 43, Wisconsin Statutes; and

WHEREAS the Library is organized under Sections 43.52, 43.53, or 43.57, Wis. Stats., is a member in good standing of SCLS and pledges to remain so for the life of this contract and agrees to share resources in accordance with the requirements of said Chapter 43; and

WHEREAS the Library has determined that the cooperative computerization of the acquisitions, circulation, cataloging functions and the public catalog, and resource sharing functions, and such other cooperative services as the parties shall from time to time together determine will permit more efficient library service and will provide great and lasting benefits to its patrons.

WHEREAS the parties desire to share, in an equitable and agreeable fashion as set forth herein, with other SCLS member libraries, the costs and expenses as well as the benefits of the purchase, development, operation, and maintenance of an integrated library system (as defined in Appendix B and hereinafter referred to as the "ILS").

NOW THEREFORE, in consideration of the covenants and undertakings herein contained, the parties hereto agree as follows:

1. SCLS, with advice from the Administrative Council of member libraries, will provide services including, but not limited to, the day-to-day operation and maintenance of the ILS; centralized cataloging; development, implementation and support for the ILS; required telecommunications, network and PC support; planning for and coordinating ILS modifications, enhancements and/or replacement; furnishing regular reports to the library with regard to the operation and maintenance of the ILS, and the expenses incurred.
2. The role of SCLS is limited by its statutory obligations to provide specific services to member public libraries within its territory and any contribution to the ILS must be consistent with its statutory responsibilities to support and extend resource sharing. Such annual contribution to the ILS shall not be less than \$100,000 annually. SCLS's annual contribution to the ILS budget shall be adjusted by (i) the percentage change in state funds provided to SCLS, or (ii) the Consumer Price Index for All Urban Consumers (CPI-U) as measured from March to March of the most current year, whichever results in a lesser contribution.

3. SCLS, in consultation with the Administrative Council, will hire, train, and manage the personnel necessary to operate the ILS and related services in an efficient and effective manner, or contract for these services in cases where this is more expedient.
4. SCLS, in consultation with the Administrative Council, may enter into agreements with other individuals, agencies, or businesses to provide needed services, materials, equipment or information.
5. The Library will pay a share of the total cost of the ILS and related services listed in sections 1 through 4 above. The cost shall include a share of the sums required to cover all costs and expenses to be incurred by SCLS during the next year in carrying out the purposes of this Agreement, including, without limitation, all operating, maintenance, and contractual expenses, and capital costs such as the purchase of substitutions, replacements, improvements, and additions to the components necessary to fulfill the functional requirements of the ILS.
6. The following cost-sharing formula will be used to allocate costs, minus the SCLS contribution, for each calendar year among all libraries participating in the shared ILS. (List of participating libraries as of 10/01/2009 is attached as Appendix A.)

PROCESS:

- Each participating library's percentage of the total member library circulation for the past year is calculated.
- Each participating library's percentage of the total number of items linked to the automated system at the end of the past year is calculated.
- Each participating library's share of the total weighted workstations is calculated.
- Each member library's share of the total remote sites is calculated.

The factors of the Annual Cost Formula are defined in Appendix B and fund the following portions of the annual budget:

- Circulation: Each participating library's share of total circulation shall fund 32% of the Annual Budget.
- Collection: Each participating library's share of total collection shall fund 32% of the Annual Budget.
- Workstations: Each participating library's share of total weighted workstations shall fund 34% of the Annual Budget. Workstations are weighted as follows: All public workstations have a weight of 3; Basic staff workstations have a weight of 4; Full staff workstations have a weight of 6.
- Sites: Each participating library's share of total remote sites shall fund 2% of the Annual Budget.

Annual Cost Formula for each library: (% share of total circulation)\*(32% of annual adopted budget) + (% share of total collection)\*(32% of annual adopted budget) + (% share of total weighted workstations)\*(34% of annual adopted budget) + (% share of total remote sites)\*(2% of annual adopted budget)

7. One thousand (1,000) shares or votes shall be distributed to Libraries participating in the ILS based on their allocation of the current year's operating budget as determined in sections 1 and 5 of this Agreement.
8. On or before June 1 of each year, libraries participating in the ILS project shall vote to approve an ILS project budget for the following fiscal year. This annual All-Directors' meeting of the Administrative Council will be noticed to all parties at least one month before the scheduled date of the meeting. The budget for the following fiscal year will be adopted by 75% of all the votes and 75% of all the members present at the meeting.
9. On or before June 1st of each year, the Library will be informed of its share of the cost for the ILS service for the calendar year following. The Library shall make one annual payment equal to its share of the adopted budget. Invoices for each year shall be issued by SCLS by January 10 of the year, with total payment due within sixty days.
10. The Administrative Council, as advised by the ILS Committee, will adopt rules and policies for the operation of the ILS and related services. The Library agrees to adhere to these rules and policies. SCLS, consistent with the direction of the Administrative Council, may enforce these rules and policies by charging the Library for costs related to non-compliance or exercise other enforcement measures up to and including cessation of the ILS and/or related services to the Library.
11. The parties agree that as per ¶ 17 of the "Agreement to Participate in Shared Automated Resources System," as modified February 14, 2002 (the "Former Agreement"), such Agreement is terminated and LINK is hereby dissolved. SCLS agrees that all existing LINK funds and other assets, such as the telecommunications equipment and network and other equipment designated for the ILS and related services, will continue to be allocated to the ILS and related services.
12. All data created and stored on the ILS shall remain the shared property of SCLS and the participating libraries as long as the ILS exists. Decisions regarding methods and standards for the creation, maintenance, purging, or archiving of data and/or the ability of member libraries to alter such data shall be made by SCLS, as advised by the Administrative Council and the ILS Committee, and shall be binding on all participating member libraries. The Library shall have a right to a copy of its own data, provided it reimburses SCLS for the actual cost of extraction and duplication of the data.
13. SCLS will use its reasonable discretion in operating the ILS and performing related services as per this Agreement. SCLS shall have no liability to the Library to the extent arising out of or related to acts taken in its reasonable discretion.

14. The purchase price of the remote site components (including but not limited to workstations, printers, and scanners, (but exclusive of telecommunications equipment in section 5) installed at the Library, together with all expenses incurred in connection with the installation and related internal wiring and connections, shall be paid by the Library. The Library holds title to equipment purchased under this section. Minimum standards/specifications for such remote site components shall be established and updated as needed by SCLS, consistent with the direction of the Administrative Council.
15. This Agreement shall remain in force and shall be automatically renewed and extended for terms of one year indefinitely, unless and until terminated by either party. Either party may withdraw from participation in this Agreement at the end of any calendar year by notifying the other party in writing by August 1 of that year. The Library agrees to pay SCLS for the actual cost of purging data unique to that library from the ILS.
16. The Library's ILS service may be terminated by SCLS, with consent of the Administrative Council, for failure to adhere to the terms of this Agreement.
17. SCLS, in consultation with the Administrative Council, shall review this agreement from time to time. Amendments, once proposed by the Administrative Council and adopted by the SCLS Board of Trustees, will be incorporated into a new contract that will be offered to the Library by August 1<sup>st</sup> to be effective as of the next renewal term.
18. Nothing in this Agreement waives the rights or protections of either party granted in Section 893.80 of Wisconsin State Statutes, or any other statute, law, or regulation.
19. SCLS will use all due diligence to compel vendors to comply with contract terms and provide satisfactory performance. Notwithstanding the foregoing, the parties agree that SCLS is not responsible for, and shall have no liability for, the performance of the ILS or the failure or lack of performance of any vendor with whom it contracts to provide ILS or related services, or any associated product, software or equipment.
20. This Agreement represents the complete agreement of the parties, and supersedes any written or oral communications relating to the subject matter hereof unless expressly incorporated herein by reference.

SOUTH CENTRAL LIBRARY SYSTEM

LIBRARY

\_\_\_\_\_

\_\_\_\_\_

System Director

Chief Operating Officer  
or Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_

Board President

Board President  
or Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Date

Date

APPENDIX A. MEMBER LIBRARIES

Adams County  
Baraboo  
Belleville  
Black Earth  
Brodhead  
Cambria  
Cambridge  
Columbus  
Cross Plains  
Dane County  
Deerfield  
DeForest  
LaValle  
Lodi  
Madison  
Marshall  
Mazomanie  
McFarland  
Middleton  
Monona  
Monroe  
Mt. Horeb  
New Glarus  
North Freedom  
Oregon  
Pardeeville  
Plain  
Prairie du Sac  
Portage  
Poynette  
Reedsburg  
Rock Springs  
Sauk City  
Spring Green  
Stoughton  
Sun Prairie  
Verona  
Waunakee  
Wisconsin Dells  
Wisconsin Rapids  
Wyocena

## APPENDIX B: DEFINITIONS

**ADMINISTRATIVE COUNCIL:** The body defined and described in detail in Appendix C.

**ANNUAL COST FORMULA:** This is the cost formula that will determine the cost share (after the SCLS contribution is deducted) for each member library for the annual budget of the Integrated Library System (ILS) project.

**CIRCULATION:** The number of checkouts for one calendar year as recorded by the ILS at the Library.

**COLLECTION:** The number of individual copies or holdings the Library has as recorded by the ILS at the end of each calendar year.

**INTEGRATED LIBRARY SYSTEM (ILS):** A shared automated resource system designed to automate circulation, acquisitions, cataloging functions and the public catalog, resource-sharing, as well as such additional functions as may be added from time to time.

**INTEGRATED LIBRARY SYSTEM COMMITTEE:** The body described in detail in Appendix C

**LINK:** The member consortium formed to provide ILS services within the previous governance structure for SCLS, as per the "Agreement to Participate in Shared Automated Resources System," as modified February 14, 2002.

**PARTICIPATING LIBRARIES:** Public library members in good standing of the South Central Library System who sign this Agreement to participate in a shared automated resources system.

**SCLS:** South Central Library System.

**SITES:** This Annual Cost Formula factor represents the number of physical locations a Library has which require connection to the network.

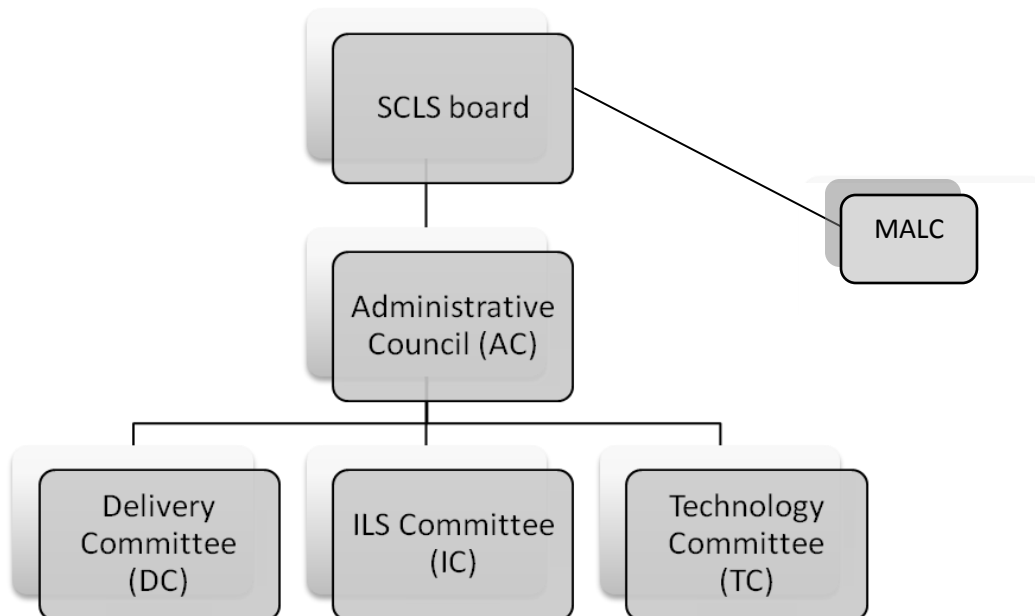
**WORKSTATIONS:** This represents the number of individual connections a Library has to the network. In most cases, workstations include a personal computer or other similar device. Workstations are weighted in the Annual Cost Formula to reflect their relative impact on the ILS system.

Public Workstations are those connected to the network that provide patrons with access to the public catalog and such other additional functions as may be added from time to time.

Basic Staff Workstations are connected to the network and that are limited to use by library employees and provide the user with access to the internet (including the public access catalog) and email and such other functionality as may be added from time to time.

Full Staff Workstations are the same as Basic Staff workstations, with the added capacity to access the ILS,

APPENDIX C: CHARGES AND DESCRIPTIONS OF THE GOVERNANCE BODIES



**Summary descriptions:**

**Administrative Council (AC):** The primary advisory group to SCLS staff and the SCLS Board. This body determines course of action concerning major issues, receives reports from the committees, makes planning recommendations, and recommends annual budget, plan, and services priorities. Includes 12 library members with a total of 15 votes and non-voting SCLS staff and MALC representation. Creates working groups for issues not covered by other committees, including any necessary for SCLS consultant services.

**Delivery Committee (DC):** Focuses on the SCLS Delivery Service. This body serves as a forum for discussion and first-level decision-making concerning delivery. Oversees planning, determines procedures, makes recommendations concerning policy and budget, and creates working groups for delivery issues. Includes 12 library members and non-voting SCLS staff and MALC representation.

**ILS Committee (IC):** Focuses on the shared integrated library system (ILS). This body oversees the software development and implementation and maintenance of the ILS. It serves as a forum for discussion and first-level decision-making concerning the ILS. Oversees planning, determines procedures, makes recommendations concerning policy and budget, and creates working groups for ILS issues. Includes 11 library members and non-voting SCLS staff.

**Technology Committee (TC):** Focuses on library technology infrastructure and services. This body oversees technology projects and schedules. It serves as a forum for discussion and first-level decision-

making concerning technology. Oversees planning, determines procedures, makes recommendations concerning policy and budget, and creates working groups for technology issues. Includes 12 library members and non-voting SCLS staff and MALC representation.

**Multitype Advisory Library Committee (MALC):** Focuses on multitype services and issues and advises the SCLS Board and staff. Will have non-voting representation on the AC, DC, and TC. Details about MALC are not included in this document.

***Detailed descriptions:***

**Administrative Council**

The Administrative Council (AC) is the primary advisory group to the SCLS staff and the SCLS Board. The charge of the AC shall be:

1. Determines course of action concerning major issues brought from other committees and staff.
2. Receives reports of minor issues of action and decisions from committees (DC, IC, TC).
3. Ratifies working groups created by operational committees and creates ad-hoc working groups for issues not covered by other committees, including SCLS consulting services. Participation on working groups will not be limited to committee/council members.
4. Makes planning recommendations for areas not covered by existing committees.
5. Recommends annual budget, annual plan and service priorities, and fee allocations to the SCLS Board.
6. Evaluates SCLS governance structure.

Meetings: Meetings of the AC shall be held on a regular monthly basis and additional meetings may be held at the call of the SCLS Director, the Chair of the AC, or the President of the SCLS Board. Working groups may be appointed by AC Chair as the need arises or at the request of the SCLS Director. AC representatives may attend meetings by videoconference or other electronic means as approved by the group. A quorum of at least a majority of the representatives will be required at each meeting.

One meeting per year will be designated as the All-Directors meeting for the purpose of approving the budget, plan and service priorities.

Any member library staff can attend any meeting of the AC to address the council. They can also ask their representative, the SCLS Director, or the Chair to add an item to the agenda.

Representation: There will be 12 library members of the AC with a total of 15 votes. 9 members will be elected as representatives of a cluster of libraries (with Madison's director or designee representing 3 clusters and Dane County Library Service's director or designee representing 2 clusters.) 3 members will be at-large members representing a group of clusters. All members must be directors or their designees, and a library (not an individual) is elected as the representative. AC representatives will serve two-year terms with 50% of seats open for election in any given year.

The SCLS Director, SCLS Associate Director, the Technology Projects Manager, the ILS Project Manager, and the Delivery Coordinator will serve as non-voting members of the AC. Other SCLS staff may attend meetings as appropriate.

There will be a seat designated for a non-voting multitype liaison to this committee who will be chosen by a process determined by the MALC Committee.

Elections: Elections will occur annually beginning in September. Candidates can be nominated by any library in their cluster (for cluster representatives), by any library in the represented clusters (for at-large representatives) or can be self-nominated. Each library will have one vote in the election, cast by the director or his or her designee. Elections for cluster representatives will be completed no later than November 1<sup>st</sup>. At-large elections will occur in the month of November. New members of the AC will be seated in January.

If a majority of the members of a cluster believe that one of their elected representatives has not represented them adequately, they may submit a recall petition to the SCLS Director. To be valid, the recall petition must contain the library names and directors' signatures of at least 51% of the members of the cluster and must identify the name of the person whose removal is being sought. Only one recall petition may be filed during each two year term and only after the representative has held that seat for at least six months. At-large representatives cannot be recalled.

The SCLS Director, upon receipt of such a petition, shall immediately notify the subject of the recall, and, within 20 days time, initiate a special election. Candidates for the seat can be nominated by any library in the cluster. Unless the representative sought to be recalled resigns within that time period, his/her name shall automatically be placed on the ballot. The election shall be concluded within 30 days of its initiation. The incumbent shall continue to perform the duties of the position until the recall election has been completed. If the incumbent is re-elected, he/she shall continue in the office for the remainder of the unexpired term; if another nominee is elected, that individual will serve the remainder of the unexpired term.

Leadership: Officers for the AC shall be chair and vice-chair, who shall be elected for one-year terms by the AC from within its membership. SCLS staff will serve as secretary to the AC.

A nominations committee consisting of three AC members serving in the subsequent year and the SCLS Director shall be appointed by the chair of the AC in December. A slate of candidates will be created and elections for officers will be held at the January meeting of each year.

Voting: Motions will be approved by majority vote of those present with each cluster representative having one vote per cluster, and with each at-large representative having one vote, with the exception of the All-Directors meeting, in which the number of votes for each representative will be weighted by population as determined by the AC.

## **Delivery Committee**

The Delivery Committee (DC) focuses on the SCLS delivery service. The charge of the DC shall be:

1. Serves as a forum for discussion and first-level decision-making concerning delivery issues and services.
2. Oversees long-range delivery planning and recommends elements for inclusion in SCLS annual planning efforts.
3. Determines procedures and makes recommendations to Administrative Council for policy changes and delivery projects with budget implications.
4. Creates working groups as required subject to the approval of the Administrative Council. Participation on working groups will not be limited to committee members.
5. Makes recommendations concerning annual budget.

Meetings: Meetings of the DC shall be held a minimum of two times per year and additional meetings may be held at the call of the SCLS Director, the Delivery Coordinator, or as requested by committee members. DC representatives may attend meetings by videoconference or other electronic means as approved by the group. A quorum of at least a majority of the representatives will be required at each meeting.

Any member library staff can attend any meeting of the DC to address the committee. They can also ask their representative, the Delivery Coordinator, or the SCLS Director, to add an item to the agenda.

Representation: There will be 12 library members of the DC. All members will be elected as representatives of a cluster of libraries. Multiple individuals from the same library may be elected as representatives. DC representatives will serve two-year terms with 50% of seats open for election in any given year.

The SCLS Director, SCLS Associate Director, the Delivery Coordinator, and the Delivery Operations Manager will serve as non-voting members of the committee. Other SCLS staff may attend meetings as appropriate.

There will be a seat designated for a non-voting multitype liaison to this committee who will be chosen by a process determined by the MALC Committee.

Elections: Elections will occur annually beginning in September. Candidates can be nominated by any library in their cluster or can be self-nominated. Each library will have one vote in the election, cast by the director or their designee. Elections for cluster representatives will be completed no later than November 1<sup>st</sup>. At-large elections will occur in the month of November. New members of the DC will be seated in January.

If a majority of the members of a cluster believe that their elected representative has not represented them adequately, they may submit a recall petition to the SCLS Director. To be valid, the recall petition must contain the library names and directors' signatures of at least 51% of the members of the cluster and must identify the name of the person whose removal is being sought. Only one recall petition may be filed during each two year term and only after the representative has held that seat for at least six months. At-large representatives cannot be recalled.

SCLS, upon receipt of such a petition, shall immediately notify the subject of the recall, and, within 20 days time, initiate a special election. Candidates for the seat can be nominated by any library in the cluster. Unless the representative sought to be recalled resigns within that time period, his/her name shall automatically be placed on the ballot. The election shall be concluded within 30 days of its initiation. The incumbent shall continue to perform the duties of the position until the recall election has been completed. If the incumbent is re-elected, he/she shall continue in the office for the remainder of the unexpired term; if another nominee is elected, that individual will serve the remainder of the unexpired term.

Leadership: SCLS staff will serve as chair and secretary to the DC.

Voting:

Motions will be approved by majority vote of those present with each cluster having one vote.

**ILS Committee**

The ILS Committee (IC) focuses on our shared integrated library system (ILS). The charge of the IC shall be:

1. Oversees software development and implementation and maintenance of the ILS.
2. Serves as a forum for discussion and first-level decision-making concerning ILS issues and services.
3. Oversees ILS planning and recommends elements for inclusion in SCLS annual planning efforts.
4. Determines procedures and makes recommendations to Administrative Council for policy changes and ILS projects with budget implications.
5. Creates working groups as required subject to the approval of the Administrative Council. Participation on working groups will not be limited to committee members.
6. Makes recommendations concerning annual budget.

Meetings: Meetings of the IC shall be held 6-8 times per year and additional meetings may be held at the call of the SCLS Director, the ILS Project Manager, or as requested by committee members. IC representatives may attend meetings by videoconference or other electronic means as approved by the

group. A quorum of at least a majority of the representatives will be required at each meeting.

Any member library staff can attend any meeting of the IC to address the committee. They can also ask their representative, the ILS Project Manager, or the SCLS Director, to add an item to the agenda.

Representation: There will be a representative from each cluster that includes at least one ILS participant. All representatives must come from an ILS participating library. Multiple individuals from the same library may be elected as representatives. IC representatives will serve two-year terms with 50% of seats open for election in any given year.

The SCLS Director, SCLS Associate Director, and ILS Project Manager will serve as non-voting members of the committee. Other SCLS staff may attend meetings as appropriate.

Elections: Elections will occur annually beginning in September. Candidates can be nominated by any library in their cluster or can be self-nominated. Each library will have one vote in the election, cast by the director or their designee. Elections for cluster representatives will be completed no later than November 1<sup>st</sup>. At-large elections will occur in the month of November. New members of the IC will be seated in January. If a majority of the members of a cluster believe that their elected representative has not represented them adequately, they may submit a recall petition to the SCLS Director. To be valid, the recall petition must contain the library names and directors' signatures of at least 51% of the members of the cluster and must identify the name of the person whose removal is being sought. Only one recall petition may be filed during each two year term and only after the representative has held that seat for at least six months. At-large representatives cannot be recalled.

SCLS, upon receipt of such a petition, shall immediately notify the subject of the recall, and, within 20 days time, initiate a special election. Candidates for the seat can be nominated by any library in the cluster. Unless the representative sought to be recalled resigns within that time period, his/her name shall automatically be placed on the ballot. The election shall be concluded within 30 days of its initiation. The incumbent shall continue to perform the duties of the position until the recall election has been completed. If the incumbent is re-elected, he/she shall continue in the office for the remainder of the unexpired term; if another nominee is elected, that individual will serve the remainder of the unexpired term.

Leadership: SCLS staff will serve as chair and secretary to the IC.

Voting:

Motions will be approved by majority vote of those present with each cluster having one vote.

## Technology Committee

The Technology Committee (TC) focuses on library technology infrastructure and services. The charge of the TC shall be

1. Oversees technology projects and schedules.
2. Serves as a forum for discussion and first-level decision-making concerning technology issues and services.
3. Oversees SCLS technology plan and annual projects plan and recommends elements for inclusion in SCLS annual planning efforts.
4. Determines procedures and makes recommendations to Administrative Council for policy changes and technology projects with budget implications.
5. Creates working groups as required subject to the approval of the Administrative Council. Participation on working groups will not be limited to committee members.
6. Makes recommendations concerning annual budget.

Meetings: Meetings of the TC shall be held 6-8 times per year and additional meetings may be held at the call of the SCLS Director, the Technology Projects Manager, or as requested by committee members. TC representatives may attend meetings by videoconference or other electronic means as approved by the group. A quorum of at least a majority of the representatives will be required at each meeting.

Any member library staff can attend any meeting of the TC to address the committee. They can also ask their representative, the Technology Projects Manager, or the SCLS Director, to add an item to the agenda.

Representation: There will be 12 library members of the TC. All members will be elected as representatives of a cluster of libraries. Multiple individuals from the same library may be elected as representatives. TC representatives will serve two-year terms with 50% of seats open for election in any given year.

The SCLS Director, SCLS Associate Director, and Technology Projects Manager will serve as non-voting members of the committee. Other SCLS staff may attend meetings as appropriate.

There will be a seat designated for a non-voting multitype liaison to this committee who will be chosen by a process determined by MALC.

Elections: Elections will occur annually beginning in September. Candidates can be nominated by any library in their cluster or can be self-nominated. Each library will have one vote in the election, cast by the director or their designee. Elections for cluster representatives will be completed no later than November 1<sup>st</sup>. At-large elections will occur in the month of November. New members of the TC will be seated in January.

If a majority of the members of a cluster believe that their elected representative has not represented them adequately, they may submit a recall petition to the SCLS Director. To be valid, the recall petition must contain the library names and directors' signatures of at least 51% of the members of the cluster and must identify the name of the person whose removal is being sought. Only one recall petition may be filed during each two year term and only after the representative has held that seat for at least six months. At-large representatives cannot be recalled.

SCLS, upon receipt of such a petition, shall immediately notify the subject of the recall, and, within 20 days time, initiate a special election. Candidates for the seat can be nominated by any library in the cluster. Unless the representative sought to be recalled resigns within that time period, his/her name shall automatically be placed on the ballot. The election shall be concluded within 30 days of its initiation. The incumbent shall continue to perform the duties of the position until the recall election has been completed. If the incumbent is re-elected, he/she shall continue in the office for the remainder of the unexpired term; if another nominee is elected, that individual will serve the remainder of the unexpired term.

Leadership: SCLS staff will serve as chair and secretary to the TC.

Voting:

Motions will be approved by majority vote of those present with each cluster having one vote.