

## Agreement to Participate in Audio Books Circuit

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the Audio Books Circuit (herein after referred to as ABC) and the Library Director or other applicable governing body of \_\_\_\_\_ (herein after referred to as the Library). Other terms in this Agreement are defined as set forth in the accompanying Bylaws of the Audio Books Circuit.

This Agreement represents the complete agreement of the parties with respect to the subject matter hereof and supercedes any written or oral communications relating to the same unless expressly incorporated herein by reference.

### AUDIO BOOKS CIRCUIT

### LIBRARY

\_\_\_\_\_  
Convenor

\_\_\_\_\_  
Library Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Library Board President

\_\_\_\_\_  
Date

**Now therefore,** in consideration of the covenants and undertakings herein contained, the parties hereto agree to abide by the following Bylaws of the Audio Books Circuit (ABC):

## Bylaws of the Audio Books Circuit (ABC)

### Article I. Name

This association shall be called the Audio Books Circuit (ABC).

### Article II. Purpose

The purpose of this association shall be to provide rotating collections of audio books to member libraries.

### Article III. Membership

**Section 1.** Membership in this association shall to be open to all public libraries belonging to the South Central Library System providing membership dues are paid in accordance with these bylaws. The Convenor shall annually inquire of all circuit members about their plans for maintaining their membership in the association in the upcoming year. If memberships are available notice will be sent to circuit member libraries informing them of the availability of existing memberships. If there are

memberships available after inquiry has been made of the circuit member libraries, then the Convenor will notify all other South Central Library System libraries of the opportunity to join the association. A library may purchase one or more memberships in the association.

**Section 2.** New memberships are available at current membership fees, with additional memberships available at a discount for the first year. This is to be capped to a maximum of three new memberships per year for the ABC group as a whole. The new memberships will be determined by the date of the signed agreement.

**Section 3.** There shall be one class of membership. Dues for each membership year shall be decided by the members present at the Annual Meeting by a two-thirds vote.

**Section 4.** Dues shall be payable on or before March 1<sup>st</sup> for a membership year running January 1<sup>st</sup> to December 31<sup>st</sup>. Dues shall be set by membership action at the Annual Meeting.

**Section 5.** Each library shall be entitled to one vote per membership held in the association. The director of each member library shall have the responsibility of casting vote(s) of that library in person or by proxy executed in writing. The director or person authorized by proxy shall be permitted to execute all rights and privileges of membership including the right to hold office.

**Section 6.** Each member agrees to keep a record of the condition and use of the audio books furnished as a part of each rotating collection; to pay membership fees as established at the Annual Meeting in accordance with these bylaws; to weed the boxes based on condition and use and any other criteria established by circuit membership as they rotate through the member's library; and to be responsible for loss or theft of, or damage to, circuit materials which are assigned to them.

**Section 7.** Notice of intent to withdraw shall be given to the Convenor no later than August 1. Libraries that withdraw membership forfeit all interest in the assets of the association.

#### **Article IV. Meetings of the Membership**

**Section 1.** The Annual Meeting of members shall be held annually at a time and place to be determined by the Convenor for the purpose of electing officers, assigning task responsibilities, and setting membership dues.

**Section 2.** Special meetings of the membership for any purpose may be called by the Convenor and shall be called by the Convenor at the request of a majority of member libraries.

**Section 3.** Notice of members' meetings in written form and including the place, day, and hour of the meeting, shall be delivered to each member library not less than ten (10) days before the date of the meeting.

**Section 4.** A quorum shall be a majority of the votes entitled to be cast, present in person, or by proxy.

**Section 5.** Proceedings of the meetings shall be governed by the latest edition of Robert's Rules of Order except when in conflict with these bylaws.

#### **Article V. Administration**

**Section 1.** The membership shall assign standing orders at its Annual Meetings.

**Section 2.** Fiscal year: The fiscal year for the association shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

**Section 3:** Membership year: The membership year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

**Section 4:** The rules and regulations necessary to carry out the purposes of the association shall be determined at the Annual Meeting or at any other meeting of the membership.

## **Article VI. Officers**

**Section 1:** The principal officers of the association shall be a Convenor, a Secretary, a Treasurer, a Troubleshooter, and a Processor.

**Section 2:** The officers shall be elected at the Annual Meeting. Terms of office shall be one year beginning at the Annual Meeting.

**Section 3:** If a vacancy occurs in any of the offices of the organization, the library involved shall appoint another member of its staff to serve.

**Section 4:** The Convenor shall be the principal executive officer of the organization and, subject to the directions of the membership, shall, in general, supervise and control the business and affairs of the organization. He/she shall preside at the meetings of the membership. The Troubleshooter's library will be the default library in Koha for all membership materials. The Convenor shall update the bylaws, send out notices for the Annual Meeting and any other meetings desired by the membership, and act as intermediary between the association and SCLS Automation staff. The Convenor shall compile and cause to have published any policies, rules, or regulations determined necessary by the membership. The Convenor may appoint ad hoc committees as the need arises. The Convenor shall have the authority to sign, execute and acknowledge on behalf of the association, all bonds, contracts, leases, reports, and other documents necessary or proper. The Convenor shall be the custodian of all official records of the association. The Convenor receives one membership valued at \$500.00.

The Secretary takes minutes at meetings, send out rotation notices, and handles correspondence for the Circuit. The Secretary receives one membership valued at \$500.00.

The Treasurer shall have charge and custody of and be responsible for all funds due and payable to the organization from any source whatsoever, and deposit all such monies in the name of the organization in such banks as shall be convenient for the Treasurer. The Treasurer sends out the bills for membership annually in January, for payment in March. The Treasurer receives one membership valued at \$500.00.

The Troubleshooter is responsible for repairing and replacing broken materials as needed throughout the year. The Troubleshooter has accounts with audio book companies, tracks down replacement materials, and bills the library for replacement materials as necessary. The Troubleshooter receives one membership valued at \$500.00.

The Processor orders processing supplies, receives new audio books ordered by the Selection Committee, enters and assigns the audio books to various boxes in a manner that places an equal amount of new audio books in each box. The Processor sends out supplies to member libraries to replace broken boxes, etc. The Processor receives two memberships valued at \$500.00 each.

**Section 5.** Officers may receive compensation for expenses incurred while performing the business of the Audio Books Circuit.

#### **Article VII. Dissolution**

**Section 1.** All assets of this association remaining after the payment of all debts, shall, upon dissolution of this association be deposited in one library or distributed among current memberships according to a formula drawn up by the Officers. The decision regarding distribution of assets shall be approved by a majority vote of the members in good standing on the date of the dissolution.

#### **Article VIII. Amendments**

The bylaws may be altered, amended, or repealed at any annual meeting of the association by an affirmative vote of two-thirds majority of the membership in attendance at said meeting, either personally or by proxy, provided there be a quorum present, and provided the proposed changes in the bylaws were included in written notice to all members of the place, day and hour of the meeting.

Approved by this membership March 9, 1983.

Amended by membership action January 19, 1988.

Amended by membership action January 18, 1989.

Amended by membership action January 12, 1999.

Amended by membership action January 18, 2000.

Amended by membership action December 3, 2002.

Amended by membership action December 4, 2004.

Amended by membership action October 4, 2005.

Amended by membership action October 5, 2010.

Amended by membership action October 4, 2011.

Amended by membership action May 3, 2016.