

BYLAWS OF RESOURCE SHARING ALLIANCE ("RSA")

Table of Contents

ARTICLE 1: ORGANIZATION	3
SECTION 1: NAME OF ORGANIZATION	3
SECTION 2: AUTHORITY	3
ARTICLE 2: PURPOSE	3
ARTICLE 3: LEGAL RESPONSIBILITY	3
ARTICLE 4: RSA BOARD	4
SECTION 1: GENERAL POWERS	4
SECTION 2: MEMBERSHIP OF THE BOARD	5
SECTION 3: TERMS OF OFFICE	5
SECTION 4: ELECTIONS	5
SECTION 5: MEETINGS	6
SECTION 6: SPECIAL MEETINGS	8
SECTION 7: SPECIAL NOTICE	8
SECTION 8: VOTING	9
SECTION 9: COMPENSATION	10
SECTION 10: VACANCY AND REMOVAL OF BOARD MEMBERS	10
ARTICLE 5: OFFICERS	11
SECTION 1: OFFICERS	11
SECTION 2: ELECTION AND TERM OF OFFICE	11
SECTION 3: VACANCIES	11
SECTION 4: REMOVAL FROM OFFICE	12
SECTION 5: PRESIDENT	12
SECTION 6: VICE PRESIDENT	12
SECTION 7: TREASURER	13
SECTION 8: SECRETARY	13
ARTICLE 6: FINANCIAL MATTERS	14
SECTION 1: BUDGET	14
SECTION 2: CONTRACTS AND EXPENDITURES	15
SECTION 3: CHECKS, DRAFTS, ETC.	15
SECTION 4: DEPOSITS	15
SECTION 5: GIFTS	16
SECTION 6: AUDITS	16
SECTION 7: PAYMENTS	16
SECTION 8: INTEREST	16
SECTION 9: SAVINGS	16
ARTICLE 7: COMMITTEES AND EXECUTIVE DIRECTOR	17
SECTION 1: DIRECTORS ADVISORY COMMITTEE	17
SECTION 2: OTHER COMMITTEES	17
SECTION 3: NON-GOVERNMENTAL GROUPS	18

Insert New RSA Logo Letterhead here.

SECTION 4: RSA EXECUTIVE DIRECTOR.....	18
ARTICLE 8: BOOKS AND RECORDS	19
ARTICLE 9: SERVICES TO MEMBERS.....	19
ARTICLE 10: MEMBERS AND MEMBERSHIP.....	20
SECTION 1: LEVELS OF MEMBERSHIP.....	20
SECTION 2: MEMBERS	20
SECTION 3: TRANSFER OF MEMBERSHIP.....	21
SECTION 4: RESPONSIBILITIES OF MEMBER LIBRARIES	21
SECTION 5: TERMINATION OF MEMBERSHIP	22
SECTION 6: REINSTATEMENT	23
ARTICLE 11: TERMINATION OF MEMBERSHIP AND DISSOLUTION OF RSA	23
SECTION 1: OBLIGATIONS UPON TERMINATION OF MEMBERSHIP	23
SECTION 2: RIGHTS UPON TERMINATION OF MEMBERSHIP	23
SECTION 3: PROCEDURE UPON DISSOLUTION OF RSA.....	24
ARTICLE 12: ENFORCEMENT PROCEDURES	24
ARTICLE 13: DISPUTES	25
ARTICLE 14: AMENDMENT OF BYLAW	26
ARTICLE 15: NOTICES	27

BYLAWS OF RESOURCE SHARING ALLIANCE ("RSA")

Article 1: Organization

Section 1: Name of Organization

The name of this organization shall be the Resource Sharing Alliance (hereinafter referred to as the "RSA").

Section 2: Authority

RSA is established pursuant to the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution of the State of Illinois; and the Intergovernmental Cooperation Act, 5 ILCS 220 1, *et seq.*

Article 2: Purpose

RSA is an organization of Member Libraries ("Members," "Membership") participating in a shared Integrated Library System ("ILS"). The ILS provides patrons with cost effective and efficient access to information, resources, and services through serving our Member Libraries. RSA also enables Members to use other library related automation activities, aggregates electronic and physical resource sharing opportunities, and provides access to other electronic databases as appropriate. RSA is dedicated to supporting the aggregated and individual needs of our Member Libraries.

Article 3: Legal Responsibility

If not otherwise stated in the Bylaws, the RSA "Intergovernmental Agreement Establishing Resource Sharing Alliance ("RSA")" (hereinafter the "Intergovernmental Agreement") shall remain in force and shall prevail until either the Member Library exercises the termination clause, new membership agreements are signed, or RSA dissolves.

Member Libraries of RSA have access to a wealth of resources and services that are not available in other environments. For RSA to be an effective consortium, both the Member Libraries and RSA must meet obligations stated in these Bylaws.

RSA shall make policy, set standards, and establish best practices for its Members on activities that affect the quality, efficiency, and effectiveness of the shared library automation system. RSA strives to not make policy that would require a Member to change policies set by its governing body without concurrence of that Member's governing body unless the automation system software requires the policy for system-wide operation or to effectively provide system and patron facing operations.

No action by any Member, taskforce, committee, loaned employee or officer will be binding upon, or constitute an expression of the policy of the RSA, unless and until it is approved, adopted or ratified by the RSA Board of Directors. Exceptions to this rule may be approved in advance by the RSA Board of Directors for emergency issues or when making operational changes that couldn't be foreseen until a new permanent policy is approved. For example, the RSA Board of Directors may approve a verbal and email policy change to work around a major system bug prior to determining the actual wording or operational methodology of the policy for final implementation.

Article 4: RSA Board

Section 1: General Powers

To the extent not otherwise expressly provided in these Bylaws, the affairs of RSA shall be managed by the RSA Board (the Board or RSA Board). In addition, the Board has the powers set forth in the Intergovernmental Agreement. Board members solicit input from other RSA Members and are communication conduits for Members.

In addition, the RSA Board shall have the following specific duties:

- To set policy and direction at an operational level;
- To send, receive and approve policy or operational recommendations to or from the Directors Advisory Committee and Membership Groups;
- To oversee fiscal operations of the consortium;
- To create the strategic plan for RSA;
- To assist in the evaluation of vendors and contractors and approve contracts;
- To appoint Open Meetings Act and Freedom of Information Act officers;
- To review intergovernmental agreements and Bylaws at least every 3 years; and
- To complete other tasks as requested by the RSA Executive Director.

Section 2: Membership of the Board

The number of members of the RSA Board shall be twelve (12) elected representatives from Member Libraries. Representation is apportioned in the following manner:

- 2 At Large Members
- 5 Regional Members (Northern, Southern, Eastern, Western, and Central) The regions map is available on the RSA Support Site.
- 5 Membership Category members:
 - 1 School, Academic, or Special Member Library
 - 1 Public library, service population under 2K
 - 1 Public library, service population between 2K – 4K
 - 1 Public library, service population between 4K – 10K
 - 1 Public library, service population above 10K

Section 3: Terms of Office

Each Board member serves a 4-year elected term with a maximum continuous total of 9 years of service on the Board. Elections take place in May / June each year. Former Board members with 8 or more years of continuous service must be off the Board for one year before serving again. The 8-year limit applies to individual Board members and would not limit a library from having another individual serve a following term. Member libraries are limited to one position on the Board at a time.

Newly elected Board Members begin their term effective July 1st, except in the case where there is an appointment or special election to fill the remainder of an open term. The Board shall appoint temporary members to fill vacancies with 6 or less months remaining in their term. A special election shall be held to fill the remainder of a vacant term longer than 6 months.

Section 4: Elections

Candidates for the Board must be a Member Library Director, or hold a Supervisor level position and be nominated by their Library Director, or be a School, Academic, or Special Librarian. The Board shall appoint a 3 person nominating committee to actively recruit a slate of candidates starting in February of each year. The full election slate will be released prior to the voting.

Each Member will vote to fill all open positions in each election. Elections shall be held by electronic ballot. Election Results will be

publicly announced after all candidates and the Board have been informed of the outcome.

See the RSA Support Site for a full listing of the positions that make up the RSA Board of Directors. That page also outlines who is eligible to serve for each position, and election year cycle per position.

Section 5: Meetings

The Board shall establish a schedule of regular meetings as it deems appropriate, except that the Board shall meet not less than eight (8) times per calendar year. Meetings of the Governing Board will be held at specific times and places which are convenient and open to the public and may contain an online attendance option after a physical quorum is met. Under special circumstances the location of scheduled meetings may be changed with prior approval of the Board. Robert's Rules of Order, latest edition, shall be applicable to the conduct and business of such meetings on all matters not covered by these Bylaws

Meetings shall be noticed, held and otherwise conducted in conformance with the Illinois Open Meetings Act. Each July, the dates of regular meetings of the Board shall be established by a majority vote of the Board and the annual schedule of meetings will be posted and distributed to the Member Libraries. No further notice of regularly scheduled meetings of the Board need be given to the Board Members or Member Libraries provided that meetings may be canceled or rescheduled by agreement of Board Members and the Member Libraries shall be notified at least two (2) days in advance of the canceled or rescheduled meetings by electronic communication.

Seven (7) Board members constitute a quorum. If less than a quorum of the members of the Board is present at a meeting, a majority of the members of the Board present may adjourn the meeting to another time and shall provide the Members with two (2) days' notice of that meeting.

While physical presence is strongly encouraged, Board members may attend any meeting through electronic technology if the Board member meets the following conditions: a quorum of the Board is physically present throughout the meeting and a majority of the Board members present at an open meeting votes to approve the Board member's electronic attendance at the meeting. The following rules shall govern the attendance through electronic technology at meetings of the Board.

1. Except where it is not practicable, Board members who cannot be physically present at any regular, special, emergency, rescheduled, or reconvened meeting for one of the reasons contained herein and who wish to participate through electronic technology such as video or audio conference, telephone call, electronic means (including, without limitation, electronic chat or instant messaging, or other means of instantaneous interactive communication) shall give notice to the Executive Director or designee at least twenty-four (24) hours before the meeting time.
2. After a roll call establishing that a quorum is physically present, the presiding officer at the meeting of the Board shall call for a motion that the Board member in question may be permitted to attend the Board meeting electronically, after specifying the reason entitling the absent Board member to attend electronically. The motion must be approved by a vote of a majority of the Board members physically present at that meeting.
3. The Board member participating electronically and other Board members must be able to communicate effectively, and any members of the public in attendance at the meeting in question must be able to hear all communications at the meeting site.
4. Board members may participate in a Board meeting without being physically present if physical attendance is prevented by:
 - a. personal illness or disability;
 - b. absence for personal employment purposes or for Board? GIN? business;
 - c. a family or other emergency; or
 - d. unexpected childcare obligations.
5. When one or more Board members participate in a meeting by electronic technology, all votes shall be by roll call.
6. A quorum cannot be created by means of participation by electronic technology. As a condition for a meeting to be conducted and for anyone to participate electronically, a quorum must be physically present at any meeting for the meeting.

7. When speaker phones are used to allow a Board member to participate in a meeting without being physically present, the Board member using the speaker phone must, each time before speaking, identify himself or herself by name and be recognized by the presiding officer.
8. The minutes of the meeting shall include all Board members recorded as either present or absent and whether the Board members were physically present, or present electronically.
9. Any voice, electronic, or other transmission by electronic technology made during a meeting of the Board by a Board member who is attending through electronic technology shall be made available to the public concurrent with such transmission, except for closed meetings.

Section 6: Special Meetings

Special meetings of the Board may be called by or at the request of the Board President, Vice President, or any four (4) members of the Board. Special meetings will be held in the usual meeting locations, but under special circumstances they may be held at another location convenient to the public and with the prior approval of the Board. The Board shall provide the Members with two (2) days' notice of special meetings.

Section 7: Special Notice

Subject to the provisions of Section 6 above, no further notice of annual or regularly scheduled meetings of the Board need be given to the individual members of the Board or Member Libraries. Except as hereinafter provided, notice of any special meeting of the Board shall be given at least forty-eight (48) hours prior thereto in accordance with the Open Meetings Act.

In the event that the Board President, Vice President, or any four (4) members of the Board shall determine that there is a bona fide emergency to RSA, an emergency special meeting of the Board may be held if reasonable notice thereof is given by telephone or electronic telecommunications prior to such meeting

If RSA declares a bona fide emergency:

Notice shall be given as required by the Illinois Open Meetings Act and the presiding officer shall state the nature of the emergency at the beginning of the meeting; and

RSA must comply with the verbatim recording requirements set forth in Section 2.06 of the Illinois Open Meetings Act.

Notice of any meeting of the Board may be waived by electronic telecommunications or in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a member of the Board at any meeting shall constitute a waiver of notice of such meeting, except where a member of the Board attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special or emergency meeting of the Board and the business to be transacted thereat shall be specified in the notice or waiver of notice of such meeting.

Section 8: Voting

Any matter moved for passage or approval shall be deemed to have passed if it shall receive the affirmative vote of a simple majority of the members of the Board present at a meeting at which a quorum is present (including votes added to the votes cast by the majority, as set forth below) except when passage requires more than a simple majority under these Bylaws. All votes will be taken at the Board meeting. Board members participating electronically may also vote. No substitutes or proxies shall be allowed to vote in the place of a Board member. The vote of any member of the Board present at any meeting who votes "present" or "abstain" upon any matter shall be added to the votes upon the proposition raised as cast by the majority.

Voting procedures will be reviewed annually by the Board. Amended procedures shall become effective upon approval by the Board following the procedures in effect prior to amendment.

A greater vote than a majority of the members of the Board present at a meeting at which a quorum is present shall be required to approve the following matters:

1. Any amendment of these Bylaws shall require both a simple majority vote the Board and of all Member Libraries via an online ballot, provided, however, no amendment shall have the effect of depriving a Member of a vested contractual right without the consent of the Member.
2. Dissolution of RSA shall require a two-thirds (2/3) vote of Member Libraries via an online ballot and approval of a simple majority of the Board. This vote must take place after a

- minimum of fourteen (14) days electronic notice to the Member Libraries of RSA.
3. Any amendment of the Intergovernmental Agreement shall require both a simple majority vote the Board and majority vote of Members Libraries via an online ballot, provided, however, no amendment shall have the effect of depriving a Member of a vested contractual right without the consent of the Member.
 4. The admission of a new Member Library shall require a simple majority vote of the Board .The new Member Library shall sign a copy of the Intergovernmental Agreement and of these Bylaws for the purpose of acknowledging its commitment to assume the rights and fulfill the responsibilities of membership in RSA, and shall transmit to the Board Secretary of RSA a certified copy of the Ordinance or Resolution of such new Member Library providing for such signing.
 5. Expulsion of a Member Library shall require both a simple majority vote of the Board and a two-thirds (2/3) vote of Member Libraries via an online ballot.
 6. The Board may establish one or more rules requiring approval by a vote greater than a majority of the Board members present; provided, however, that such rules may only be established by a greater than a majority vote at least equal to the greater than majority percentage stated within the proposed rule.

Section 9: Compensation

Members of the RSA Board, Board Officers, and/or members of the Director's Advisory Committee shall serve without compensation but shall be reimbursed for their actual and necessary expenses incurred in the performance of their RSA duties from RSA funds.

Member Libraries with staff serving on the Board will receive a \$1,000 rebate to their annual RSA fees to cover the time and expenses required to serve on the RSA Board of Directors. The rebate will be applied to the invoice the next fiscal year after each year of Board service. The rebate will be pro-rated in cases where staff leave the Board for any reason mid-term.

Section 10: Vacancy and Removal of Board Members

The Board shall declare a vacancy in the office of Board member when an elected or appointed Board member declines, fails, or is ineligible or unable to serve. Absence without good cause from three regular board meetings within any one year period shall be a basis for declaring a vacancy. Before he/she is removed from

office, a Board member must be given written notice of the charges against him/her and have an opportunity to present his/her side of the story.

If a Board member vacates office the Board shall appoint a replacement to complete the remainder of any term provided there are six (6) months or less remaining until that position's next scheduled election. All Board vacancies shall be filled per **Article 4, Section 3 or Section 4?** of these Bylaws.

Article 5: Officers

Section 1: Officers

The Board shall elect from among their number a President, Vice President, Secretary, and Treasurer. The Board may also appoint additional officers and assign duties to them. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the duties prescribed, from time to time, by the Board. Only those persons who are members of the Board are eligible for election to the office of President, Vice President, Secretary, and Treasurer.

Section 2: Election and Term of Office

Officers shall be elected by a simple majority vote of the Board at the first general meeting of the RSA fiscal year. The President and Secretary positions are filled in even FY's. Vice President and Treasurer positions are filled in odd FY's. Newly elected officers shall assume their office immediately after said vote. Each officer shall hold office until his/her successor has been duly elected or until they shall resign or vacate office, or shall have been removed as hereinafter set forth. Election of an officer shall not of itself create contract rights.

Section 3: Vacancies

In the event that the office of President becomes vacant, the Vice-President shall assume the duties of the President, and the Board shall elect one of its members to the office of Vice-President for the remainder of the term. In the event one of the other offices becomes vacant, the Board shall elect at the next Board meeting one of its other members to fill the remainder of the term.

Section 4: Removal from Office

Any officer elected or appointed by the Board may be removed by a majority vote of Board members whenever in its judgment the best interests of RSA would be served thereby.

Section 5: President

The President shall be the principal executive officer of the RSA Board and is an ex-officio member of the Directors Advisory Committee and any other committee or sub-committee established by the Board. Subject to the direction and control of the Board, they shall be in charge of the business and affairs of RSA; they shall see that the resolutions and directives of the Board are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board; and, in general, they shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board. The President shall preside at all meetings of the Board. The President may request information from any officer of the Board or independent contractor of RSA. The President shall vote on all matters that come before the Board. The President shall approve the agenda, which shall be prepared in conjunction with the Executive Director.

Except in those instances which the authority to execute is expressly delegated to another officer or agent of RSA or a different mode of execution is expressly prescribed by the Board or these Bylaws, they may execute for RSA any contracts, deeds, mortgages, or other instruments which the Board has authorized to be executed, and they may accomplish such execution either individually or with the Secretary or any other officer or agent thereunto authorized by the Board, according to the requirements of the form of the instrument.

Section 6. Vice President

The Vice President shall carry out all duties of the President during the absence or inability of the President to perform such duties and shall carry out such other functions as are assigned from time to time by the President or the Board. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of RSA or a different mode of execution is expressly prescribed by the Board or these Bylaws, the Vice President may execute for RSA any contracts, deeds, mortgages or other instruments which the Board has authorized to be executed, and they may accomplish such execution either

individually or with the Secretary or any other officer or agent thereunto authorized by the Board, according to the requirements of the form of the instrument.

Section 7. Treasurer

The Treasurer shall be the principal accounting and financial officer of RSA. They shall:

1. have charge of and be responsible for or cause a person acceptable to the Board to keep the maintenance of adequate books of account for RSA;
2. have or cause a person acceptable to the Board to have charge and custody of all funds and securities of RSA, and be responsible therefore, and for the receipt and disbursement thereof and, subject to the provisions of Sections 3 and 4 of Article VI below, shall deposit such funds and securities in such banks or financial institutions as the Board shall approve from time to time;
3. perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board;
4. work with the Executive Director to ensure annual budgets are developed and presented to the Board along with any required changes in the RSA Membership Fee Structure; and
5. shall serve as Secretary of RSA in the absence of the official Secretary.

The Board shall purchase insurance coverage for the Treasurer to ensure the faithful discharge of the Treasurer's duties. Such coverage shall also be purchased for any other officer, employee or independent contractor who shall have the right to authorize the transfer or payment of funds. The amount of insurance shall be determined by the Board and may be changed, from time to time, by a vote of the Board.

Section 8. Secretary

The Secretary shall record or appoint a person acceptable to the Board to record the minutes of the meetings of the Board; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the official records of RSA; keep a register of the post office address of each member of the Board, which addresses shall be furnished to the Secretary by such member of the Board; and perform all duties incident to the office of Secretary; and such other duties as from

time to time may be assigned to them by the President or by the Board.

During closed sessions of the Board, the Secretary shall record closed session minutes. In the absence of the Secretary, the Chair shall designate another Board member as Secretary Pro Tem to keep the minutes.

Article 6: Financial Matters

Section 1: Budget

RSA's fiscal year shall commence on July 1 and conclude on June 30 of the next succeeding calendar year. The fiscal year of RSA may be changed from time to time by written resolution of the Board.

In November of each year, the RSA Executive Director, in conjunction with direction from the Board, shall prepare and submit a draft budget and proposed fee adjustment for the forthcoming fiscal year to the Board. The Board shall make all efforts to set and approve any RSA fee adjustments as a part of this process.

The final budget shall be approved by a vote of two-thirds (2/3) of all the Board members no later than the May meeting. The approved budget and fee adjustment are presented to the RSA Membership within 60 days of approval.

Should the Board during the course of any fiscal year determine that the approved budget of RSA requires amendment, the Board shall prepare, and approve, an amended budget in the same manner as hereinbefore required. Changes to the budget will be presented to the Membership at the next Membership information meeting or via an email list post. Monthly financial reports will be provided to the Board at each RSA Board meeting.

Line item transfers, non-budgeted spending, and new contracts entered into during the fiscal year may be made by the Executive Director or Board as follows:

1. The Executive Director may approve up to \$10,000 per change.
2. The Board approves all changes over \$10,000.

For the purposes of these Bylaws, the term “budgeted items” shall mean:

1. any items which are specifically described in an approved budget of RSA when the expenditures for any such items do not exceed the dollar appropriation therefore set forth in the approved budget;
2. any items which are generally described in an approved budget of RSA when the expenditures for any such items do not exceed the dollar appropriation therefore set forth in the approved budget.

Section 2: Contracts and Expenditures

The Board may authorize any officer or officers, agent or agents of RSA, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of RSA and such authority may be general or confined to specific instances. RSA may contract with agents, employees, vendors, independent contractors or other entities for administrative services, accounting/fiscal services, or any services necessary to carry out and accomplish the purposes of RSA.

In the event of an emergency situation that impacts the day-to-day operations of RSA, the Executive Director, with approval of the RSA Board President, or the Vice-President if the President is not available, is authorized to expend funds to resolve the emergency. In this event, a purchase may be made on a single quotation as is deemed prudent by the President or Vice-President as needed, in response to the emergency.

Section 3: Checks, Drafts, etc.

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of RSA, shall be signed by such officer or officers, agent or agents of RSA and in such manner as shall from time to time be determined by resolution of the Board.

Section 4: Deposits

All funds of RSA shall be deposited from time to time to the credit of RSA in such banks, trust companies, or other depositories as the members of the Board may approve; provided, however, that all such deposits and investments shall be in financial institutions in which monies of public libraries may be deposited or invested

in, in compliance with the requirements of 30 ILCS 225/1 et seq. and 30 ILS 235/1 et seq.

Section 5: Gifts

The Board may accept or reject on behalf of RSA any contribution, gift, bequest or devise for the general purposes or for any special purpose of RSA.

Section 6: Audits

An audit shall be conducted each fiscal year by an independent certified public accountant authorized to practice public accounting in Illinois, which accountant shall be designated by the Board. Such audit shall include a report to the Board and the professional opinion of the accountant as to the financial status of RSA and as to the accuracy of the audit.

Section 7: Payments

Each Member Library shall pay in full its share of the financial obligations incurred by RSA, such payment to be made within sixty (60) days of the date of the invoice and received by RSA within seventy-five (75) days of the date of the invoice. If payment is not received within 75 days, a late charge may be assessed based on policy. Regular billing statements will be transmitted to all Member Libraries on a quarterly basis.

In the event that a Member Library fails to timely pay its billing statement from RSA, the Board may suspend the active membership status of such Member and thereby deny services and database access to such Member, until such payment is made in full. If such Member Library fails to make full payment within ninety (90) days after such termination of services, the Board may take such other action as is necessary or appropriate, including termination of membership and litigation against such Member Library.

Section 8: Interest

All interest earned by RSA funds will be credited to shared RSA funds.

Section 9: Savings

Savings are designated as any funds not reserved to pay for current FY budgeted items and intended for emergencies, planned replacements of ILS equipment and software,

enhancements to the integrated library system, and other expenses as approved by the Board. All expenditures from savings require prior approval by the Board.

Article 7: Committees and Executive Director

Section 1: Directors Advisory Committee

The RSA Board Directors Advisory Committee is made up of the RSA Board President, Vice President, and five (5) appointed library directors. Appointed members serve two (2) year terms.

The Committee shall establish a schedule of regular meetings as it deems appropriate, except that the Committee shall meet not less than four (4) times per calendar year. Meetings of the Committee will be held at specific times and places which are convenient and open to the public. Robert's Rules of Order, latest edition, shall be applicable to the conduct and business of such meetings on all matters not covered by these Bylaws.

Meetings shall be noticed, held and otherwise conducted in conformance with the Illinois Open Meetings Act. Each July, the dates of regular meetings of the Committee shall be established by a majority vote of the Committee and the annual schedule of meetings will be posted and distributed to the Member Libraries.

Any matter moved for passage or approval shall be deemed to have passed if it shall receive the affirmative vote of a simple majority of the members of the Committee present at a meeting at which a quorum is present.

All library directors, director appointed representatives, and school librarians are encouraged to attend these meetings as guests, and share their comments, concerns, and ideas during discussion and during agenda guest comment items.

The primary purpose of the Directors Advisory Committee is to gather feedback, present plans, policy updates, share and gather strategic plan ideas, and generally comment on the operations of RSA. This Committee is the primary feedback mechanism for Directors to share directly with the Board.

Section 2: Other Committees

The Board shall establish standing and ad hoc committees as deemed necessary. Committees may be composed of Member Library staff, administrators, RSA staff, and others invited as

deemed pertinent by the Board. The Board shall issue a charge for each committee and shall select a committee chair and committee members based on factors such as geographical distribution, library type, library size, and other such factors. Committee members cannot delegate their duties to any other individual. All such committee meetings will be conducted in conformance with the Illinois Open Meetings Act. Committee membership rosters will be posted on the RSA website.

Section 3: Non-governmental Groups

RSA may establish any number of non-governmental, Membership Groups to encourage discussion and training of technical and local library operational matters. The Board may task one or more Membership Groups to develop or comment on new or existing Policy and Standards. The Executive Director shall ensure each Membership Group is assigned an RSA Staff Liaison to be the Group's coordinator with the RSA Executive Director, Staff, and RSA Board.

Section 4: RSA Executive Director

The RSA Executive Director shall be the Chief Operating Officer of RSA and shall have sole charge of the administration of RSA and of all the employees thereof. The RSA Executive Director shall be responsible for administering the policies adopted by the Board, supervise and exercise complete control over the operations of RSA, and serve as advisor to the Board. The RSA Executive Director shall be responsible for the recruitment, selection, and appointment of staff members and their direction. The RSA Executive Director shall have the authority to accept resignations from or institute dismissal procedures against staff members and to terminate the same.

The RSA Executive Director shall report directly to the Board. The Board has the authority over the Executive Director's employment, performance evaluations, salary, and termination.

The RSA Executive Director, or the RSA Assistant Director in cases of illness of the Executive Director or other extenuating circumstances, shall attend all RSA Board of Directors and committee meetings with the right to take part in the discussions, but with no right to vote. The RSA Executive Director may recommend to the Board for adoption such measures as he/she may deem necessary or expedient. The RSA Executive Director shall implement the long range plan, procure independent contractors, purchase materials and services, and undertake such

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other activities as may be necessary for the operation of RSA, subject to the policies established by the Board. He shall perform such other duties as may be prescribed by law or required of him by the RSA Board.

The RSA Executive Director is authorized to expend money as provided in the approved operating budget of RSA and within the fiscal policy established by the Board, and no further approval for each specific operating expenditure shall be required. At each regular meeting of the Board, the RSA Executive Director shall prepare and present a listing of all bills to be paid subject to the approval of the Board.

Article 8: Books and Records

RSA shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board. RSA shall keep at its principal office a record giving the names and addresses of the members of the Board. All books and records of RSA may be inspected by any Member Library or member of the Board, or the agent or attorney thereof, for any proper purpose at any reasonable time.

Article 9: Services to Members

Subject to the terms and conditions set forth in the Intergovernmental Agreement and in conformity with the provisions of these Bylaws, RSA shall, on a uniform and nondiscriminatory basis, provide each Member Library on active membership status in RSA with cooperative library application computer services and automation services, including but not limited to software designed to meet the specific needs of the Member Libraries. The RSA Board of Directors shall take all necessary and appropriate actions so as to enable RSA to provide such computer and automation services, including causing RSA to enter into one or more contracts with third parties for such services. Nothing in the Intergovernmental Agreement or these Bylaws however guarantees that the services provided by RSA will not be interrupted or unavailable on a temporary basis from time to time.

Article 10: Members and Membership

Section 1: Levels of Membership

Members in RSA consist of those who have executed the Intergovernmental Agreement Establishing RSA and Authorizing Membership. Other levels of participation may be established and authorized by the Board for purposes of access to the ILS. Conditions and costs would be defined in a separate Agreement as approved by a majority vote of RSA Board. These Libraries shall not have voting rights in RSA or have a member on the RSA Board.

Section 2: Members

Any library that agrees to the terms and conditions of the Intergovernmental Agreement may be admitted to membership in RSA, but only upon compliance with the following conditions:

1. The new Member Library must be a member of a regional library system. New Members who are not a member/subscriber of RSA's chosen bibliographic records provider agree to a 10% upcharge on their annual RSA membership fee.
2. A "library" shall mean any entity which is established under Illinois Library law (Illinois Compiled Statutes, Chapter 75) or any other library chartered for business, academic, school, or other purposes.
3. The addition of the new Member Library requires approval of the majority of the RSA Board.
4. The new Member Library shall sign the Intergovernmental Agreement for the purpose of acknowledging its commitment to assume the rights and fulfill the responsibilities of membership in RSA, and shall transmit to the Secretary of RSA a certified copy of the document approved by such new Member Library providing for the execution of the signed Intergovernmental Agreement.
5. The active membership of such new Member Library shall become effective on the 1st day of the following month after the Intergovernmental Agreement is accepted by the RSA Board.
6. The new Member Library shall pay to RSA such sum of the pro-rated share of RSA's budgeted expenses for the fiscal year then current (in accordance with Article 6, Section 1).
7. The RSA Board of Directors may impose a new Member implementation fee to cover the new Member library's system implementation costs, to cover staff time,

contracting obligations, and to add an appropriate amount to the RSA Savings.

Section 3: Transfer of Membership

Membership in RSA is not transferable or assignable to other entities except in specific situations.

1. Member's may add new branches if they agree to pay the setup fees and increased membership fee associated with said new branch.
2. If two or more RSA Member Libraries merge, the merged entity continues to have membership in RSA. Costs and branch fees will be recalculated based on the then current RSA fee structure to reflect the new entity's size and structure.
3. If an RSA Member Library merges with a non-RSA member, the merged entity continues as an RSA Member unless appropriate notice to withdraw is provided. Costs and branch fees will be recalculated based on the then current RSA fee structure to reflect the new entity's size and structure.
4. In other situations as approved by the RSA Executive Director and RSA Board of Directors.

In all cases, any costs associated with transfer, mergers, etc. are the responsibility of the Member Library and the entity must sign a new Intergovernmental Agreement as the new entity.

Section 4: Responsibilities of Member Libraries

Each Member Library shall conform to the policies, standards, procedures, guidelines and other such reasonable rules and regulations established by the RSA Board of Directors or RSA staff under direction of the Board of Directors and meet the obligations and duties of a Member Library as set forth in the Intergovernmental Agreement. In the event that any Member Library shall fail to conform to such standards, RSA management staff shall investigate and shall report findings and recommendations to the RSA Board for such action as the Board may determine to be appropriate pursuant to Article 12 below.

Each Member Library shall comply with the confidentiality requirements contained in any Sales Agreement and Maintenance Agreement or any other agreement entered into by RSA with any vendor. The compliance required of each Member Library shall include signing any confidentiality documents and observing any

other requirements designated by RSA in writing. In addition, each Member Library shall be individually responsible for any breach or violation of the confidentiality requirements by such Member Library, whether occurring during the term of the Member Library's membership in RSA or thereafter.

Each Member Library shall attend in person, online, or by other offered methods, scheduled meetings of the Board of Directors or Board sub-committees in which they are members. All staff members are encouraged to attend one or more Membership Group meetings a year. Attending meetings allows the Member to fully understand the system and RSA provided operations.

Each Member Library shall review all RSA Board of Directors and RSA Staff communications and actively monitor and participate in the email groups pertaining to their position duties.

Each Member Library shall fully participate in resource sharing to include keeping holdings up to date, lending items not specifically excluded from system-wide loans, fully utilizing all required system modules, and keeping up to date with system training.

Each Member Library shall inform the RSA Executive Director whenever the Member Library is looking into software or hardware that would interact with RSA's system. Software purchases made without prior RSA approval are not guaranteed to inter-operate with the system. All extra charges to RSA from any vendor as a result of a Member's software or hardware purchases or use are solely the responsibility of the Member Library.

Section 5: Termination of Membership

Each Member Library (including new Member Libraries admitted pursuant to Section 2 of this Article) shall participate in the Intergovernmental Agreement for a minimum term of two (2) years from the date on which the active membership of such Member Library commences. Upon the expiration of such two-year period, the term of participation of such Member Library shall automatically be renewed for successive one-year periods, unless all parties to the Intergovernmental Agreement mutually agree, in writing, to terminate such Agreement, or unless at any time after the expiration of the initial two-year period such Member Library gives written notice of its intention to terminate its status as a Member Library as hereinafter provided.

A Member Public Library that seeks to terminate its membership in RSA must provide written notice to the RSA Executive Director

at least 180 days in advance of RSA's next fiscal year which begins on 1 July, in accordance with the Intergovernmental Agreement. A Member School Library that seeks to terminate its membership in RSA must provide written notice to the RSA Executive Director at least 60 days in advance of RSA's next fiscal year. Each Member Library is required to continue to pay all outstanding financial obligations even after the termination date. The date of withdrawal shall be the first day of the following RSA fiscal year (1 July).

Section 6: Reinstatement

A library whose status as a Member Library has terminated may be reinstated by applying for admission as a new Member Library, as set forth in Section 2 of this Article. Such reinstated Member Library shall pay any fees as established in Section 2 of this Article even if they had previously paid said fees as part of their earlier membership.

Article 11: Termination of Membership and Dissolution of RSA

Section 1: Obligations Upon Termination of Membership

A Member Library terminating its membership in RSA, as provided in Section 5 of Article 10 above, shall continue to be fully obligated for all payments and other duties owed by such Member Library to RSA.

Each terminating Member Library must comply with the then-current RSA protocols with respect to the terminating Member Library's data extraction and conversion, cleanup, and related tasks.

Section 2: Rights Upon Termination of Membership

A Member Library may request, at its expense, that RSA copy and remove the terminating Library's patron file and item file, and shall copy and remove the Library's entries in the bibliographic database in machine readable form for those Members who a member/subscriber of RSA's chosen bibliographic records provider, currently OCLC. These charges will be limited to: vendor or consultant charges, if any, and/or charges for RSA or its agents work. Because the bibliographic database is primarily OCLC derived, negotiations between the Library, RSA and its agents, and OCLC will be conducted to determine if a per record copy fee needed to be assessed.

Members who are not a member/subscriber of RSA's chosen bibliographic records provider, currently OCLC, will be given a simple shelf list of item details instead of bibliographic records.

Such terminating Member Library shall have no rights or interest in any hardware or software purchased by RSA, in the RSA database, or in any other assets (real or person, tangible or intangible, or mixed) of RSA. The use of the database in the system will be subject to guidelines established by the RSA Board of Directors.

Section 3: Procedure Upon Dissolution of RSA

Upon the adoption of a resolution of dissolution by two-thirds of RSA Board of Directors and two-thirds of the Member Libraries of RSA, RSA shall cease to conduct its affairs except insofar as may be necessary for the proper winding up thereof, and shall immediately cause a notice of the proposed dissolution to be mailed to each Member Library, each RSA vendor, and to each known creditor of RSA. RSA shall then proceed to collect its assets and apply and distribute them as hereinafter provided:

1. All liabilities and obligations of RSA shall be paid or adequate provision shall be made;
2. All assets, including data, held by RSA upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;
3. All remaining property and assets held by or in the name of RSA shall be distributed by RSA in the ratio/percentages represented by an average of the previous three (3) years of the then-current (at the time of the dissolution) RSA Annual Fee Schedule;
4. The RSA Executive Director and RSA Board of Directors shall oversee the dissolution process until the end unless other accommodation is provided.

Article 12: Enforcement Procedures

In the event that a Member Library fails to comply with these Bylaws, the Intergovernmental Agreement, or with any policy, standard, rule or regulation of RSA:

1. Such Member will be given a written notice requesting compliance. At the written request of such Member Library, a representative of the Board and the RSA Executive Director will meet with such Member Library to discuss the failure to comply and the corrective action needed for compliance.
2. Unless such Member Library has taken all required corrective action within the time period set forth in said written notice, or if a hearing was requested, within the time period imposed by the Board after such hearing, a meeting of the Member and the full Board of Directions shall take place within sixty (60) days. At the hearing the Member shall discuss the issue and their non-compliance with the RSA Board, the RSA Administrative staff and other pertinent RSA staff. Hearing results shall be reported in writing to the Member within thirty (30) days wherein the Board and RSA Administrative staff shall make the final determination of noncompliance and shall specify a time frame within which a non-complying Member must complete corrective action.
3. If noncompliance has resulted in expense, the Board shall assess the non-complying Member for the amount of this expense. If the Member does not accept the Board ruling, it must request within ten (10) days after the ruling that this issue be dealt with as a “dispute” as set forth in Article XIII below.
4. When a Board ruling on noncompliance is undisputed or after a dispute concerning such a ruling has been resolved in favor of the Board, the ruling on noncompliance shall be binding for the non-complying Member. Failure of the Member to reach compliance within the time frame specified by the Board shall result in immediate suspension of participation in the automation system, including denial of access of the Member’s logons to the database.
5. The failure of the Member to reach compliance within ninety (90) days after the date of suspension shall be considered voluntary withdrawal from this agreement. As specified in Article XI, Sections 1 and 2, contractual payments shall be required from the Library until the end of the contract year. The Board may take such other action as it deems necessary or appropriate, including litigations against such Member Library.

Article 13: Disputes

Disputes may arise concerning violations of RSA policies, standards, rule or regulation, and procedures or concerning the terms of the Intergovernmental

Agreement or these Bylaws. In the case of any dispute between the Member and RSA regarding payments hereunder, the Member shall pay the billing according to the terms above. These and all other disputes shall be resolved as set forth in this article. The Member's account shall be appropriately adjusted, and credited with interest, if a financial dispute is resolved in favor of the Library.

Disputes relating to violations of policies and procedures shall be subject to mediation. All procedures concerning such violations outlined in Article XII above must be followed before such a question will be dealt with as a dispute. Disputes concerning the terms of this agreement shall be heard by the Board of Directors President, Vice President, and the RSA Executive Director. After that group has ruled on issue, the Member that does not accept the ruling may request reconsideration within ten (10) days by the full Board of Directors.

When disputes cannot be resolved by the methods outlined above, a mediator acceptable to both parties to the dispute will be chosen. The cost of mediation, should such cost be incurred, shall be borne equally by the disputing parties. If both parties are not satisfied by the results of mediation, arbitration shall be pursued.

When mediation is not successful in resolving a dispute, the dispute shall be submitted for binding arbitration to the American Arbitration Association according to its current rules and regulations. The cost of arbitration, should such costs be incurred, shall be borne equally by the disputing parties.

Disputes concerning the terms of these Bylaws shall be heard by the RSA Board of Directors. Rulings of the Board may be appealed to a combined meeting of the RSA Board of Directors and Directors Advisory Committee. Decisions made by this combined group are final.

Article 14: Amendment of Bylaw

Amendments may be proposed in writing by the Directors Advisory Committee, Board of Directors, or by a group representing at least one-third of the Member Libraries. Any proposed amendment must be discussed and recommended for adoption at a Directors Advisory Committee meeting (and must have appeared on the agenda for the meeting) before being considered for adoption by the Board.

Insert New RSA Logo Letterhead here.

The Bylaws may be amended, altered, added to or repealed upon the affirmative vote of two-thirds (2/3) of the Board of Directors, at any regular or special meeting, provided that notice of the proposed amendment, alteration, addition or repeal is given in writing to the Member Libraries thirty (30) days prior to such meeting.

The Bylaws should be reviewed by the RSA Board every three (3) years, to be presented at the August or September meeting.

Article 15: Notices

All notices of claims or any other notice required to be given pursuant to these Bylaws, shall be in writing, shall be sent by certified mail and shall be addressed to or to such address or such other parties as the Parties may from time to time designate by notice as provided herein:

Resource Sharing Alliance
715 Sabrina Drive
East Peoria, IL 61611
Attention: RSA Board President

and to:
Member Library
[Address of the main library building]
Attention: Chief Administrator