



## **BOARD OF TRUSTEES MEETING**

### **February 8, 2022 Agenda**

1. Call to Order – 6:30 PM.
2. Pledge of Allegiance.
3. Adoption of agenda.
4. Minutes – approval of the January 11, 2022 meeting minutes.
5. Public comments.
6. Finance Officer's report.
7. Correspondence.
8. Library Director's report.
9. Committee reports.
  - Library Courtyard.
  - Proudfit Hall wall decorations.
10. Old business.
  - 2019/2020 State aid for library construction grant.
  - 2020/2021 State aid for library construction grant.
  - 2021/2022 Challenge Grant.
  - COVIC -19 Temporary Operation Policy.
11. New business.
  - Annual Trust member's review of Conflict of Interest Policy (Attachment #1).
  - SALS JA Library agreement (Attachment #2).
12. Other business.
13. Public comments.
14. Next meeting – March 8, 2022.
15. Adjournment.

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## **BANCROFT PUBLIC LIBRARY**

### **POLICY ON CONFLICTS OF INTEREST AND DISCLOSURE OF CERTAIN INTERESTS**

This conflict of interest policy is designed to help trustees, officers, and employees of the Bancroft Public library identify situations that present potential conflicts of interest and to provide Bancroft Public Library with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a director, officer, or employee has or may have a conflict of interest with respect to the transaction. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in federal or state law, the law shall control.

1. Conflict of Interest Defined. For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:
  - A. Outside Interests.
    - (i) Contract or Transaction between Bancroft Public Library and a Responsible Person or Family Member.
    - (ii) A Contract or Transaction between Bancroft Public Library and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.
  - B. Outside Activities.
    - (i) A Responsible Person competing with Bancroft Public Library in the rendering of services or in any other Contract or Transaction with a third party.
    - (ii) A Responsible Person's having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to; an entity or individual that competes with Bancroft Public Library in the provision of services or in any other Contract or Transaction with a third party.
  - C. Gift, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment, or other favors from any individual or entity that:
    - (i) does or is seeking to do business with, or is a competitor of Bancroft Public Library; or
    - (ii) has received, is receiving, or seeking to receive a loan or grant, or to secure other financial commitments;
    - (iii) is a charitable organization; under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of Bancroft Public Library.

## POLICY ON CONFLICTS OF INTEREST AND DISCLOSURE OF CERTAIN INTERESTS

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### 2. Definitions.

- A Conflict of Interest is any circumstance described in Part 1 of this Policy.
- A Responsible Person is any person serving as an officer, employee, or member of the board of trustees of Bancroft Public Library.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the President or the President's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

Confidentiality. Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of Bancroft Public Library. Furthermore, a Responsible Person shall not disclose or use information relating to the business of Bancroft Public Library for the personal profit or advantage of the Responsible Person or a Family Member.

### 3. Review of Policy.

- Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge, in writing, that he or she has done so.
- Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions, or circumstances might include service as a director of or consultant to a not-for-profit organization or ownership of a business that might provide goods or services to Bancroft Public Library. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the President and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
- This policy shall be reviewed annually by each member of the board of trustees. Any changes to the policy shall be communicated immediately to all Responsible Persons.

Bancroft Public Library

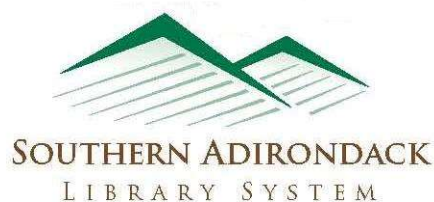
Conflict of Interest Information Form

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Please describe below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a Conflict of Interest (as defined in Bancroft Public Library's Policy on Conflicts of Interest) arising.

**Adopted:** July 11, 2017



January 14, 2022

donoghue.edward.a@gmail.com

Ed Donoghue  
Bancroft Public Library  
181 Main Street, PO Box 478  
Salem, NY 12865

Dear Mr. Donoghue,

Attached is the agreement between Bancroft Public Library and the MVLS/SALS Joint Automation Project. The document clarifies the responsibilities of both the library and the Joint Automation Project, and provides an explanation of how the project works. With the exception of the library name, all libraries in both Mohawk Valley and Southern Adirondack Library Systems are receiving the same document.

Please have your board review the agreement and indicate your approval by signing the agreement as Board President, and **returning the signature page only** to the Southern Adirondack Library System, Attn: Pamela DelSignore (scanned copies can be emailed to [dwinter@sals.edu](mailto:dwinter@sals.edu)). A countersigned copy of the signature page will be returned to your library. **Please return the signed copy by April 01, 2022.**

Please do not hesitate to contact me if you have any questions, concerns, or comments.

Thank you,

Pamela DelSignore  
System Services Support Assistant

Agreement between the Mohawk Valley Library System (MVLS) and the Southern  
Adirondack Library System (SALS) Joint Automation Project and the  
**Bancroft Public Library**

The Mohawk Valley Library System and the Southern Adirondack Library System have jointly provided integrated automation services to their member libraries since 1983 through the MVLS/SALS Joint Automation Project. The Agreement between the two systems articulates the vision and mission of the Project, stating:

**VISION:** We will achieve excellence in the library and informational services in the eight counties communities through technology.

**MISSION:** MVLS and SALS will collaboratively support and provide access to an integrated automated library system through a joint automation project. We will respond to and assist member libraries with technical support, training and resources by utilizing current and emerging technologies.

The Joint Automation Council was established in 2003 by the two library system boards to "initiate policies and decisions regarding library automation services to the member libraries, recommend policy and advise the two System Boards on issues related to the provision of library automation services including funding".

The Joint Automation Council is a group of representatives from the member libraries and two systems and an 'unaffiliated' party. Libraries are encouraged to participate in the council and in its committees and user groups. A consortium requires all members' involvement to facilitate shared decision making so that local needs are considered, common policies formed and appropriate budgets developed.

The **Bancroft Public Library** understands that the MVLS/SALS Joint Automation Project is a cooperative project, sharing resources over the eight counties served by the two library systems and will work collaboratively with other member libraries, the Joint Automation Council, Joint Automation Staff and system staff to insure the efficient operation and security of the automated system for all participants.

With a shared patron database, each library is expected to enforce confidentiality laws and policies to ensure that all personal information including borrowing, requests, and information searches remain private. The Joint Automation Project requires all library staff, volunteers and trustees to respect every user's privacy. It expects libraries to enact appropriate local policies, procedures and necessary training to protect confidentiality.

Joint Automation Staff is the sole administrator of the ILS (integrated library system) including any central site hardware, software, and network equipment. Joint Automation Staff is the designated official contact with Innovative, our current automation provider for the Polaris ILS.

To facilitate the use of the automated system by the member libraries of the Mohawk Valley Library System and the Southern Adirondack Library System, the Joint

Automation Project provides automation services and support including, but not limited to:

- Provision of an online catalog, circulation, acquisitions, cataloging, and other functionality necessary to support library services
- Development, improvement and support of central site and local networks necessary for access to the ILS and providing library services to patrons
- Security measures including appropriate firewalls to protect the JA network
- Support for telecommunication services to provide staff connectivity to the ILS
- Full technical support of the network
- Support of member library automation needs during library hours and emergency support as needed
- Support of member library computers purchased through JA or with JA approval, including troubleshooting problems
- Loan of equipment for staff computers
- Hardware support for member library computer equipment including peripherals such as keyboards, barcode readers, and printers
- Hardware support for library local area networks, including wireless and other advancements in network technology
- Maintenance of appropriate files, reports, and other Polaris software applications responsive to member library needs
- User accounts on the Polaris System
- Email accounts and OneDrive access for library staff
- A Joint Automation Intranet providing information and support documentation about the automation system and services
- Coordinated purchase of computer equipment, peripherals, bar codes and other associated items
- Assistance with access to databases, if needed
- Consultation services on member library technology needs including wireless initiatives, local area networks, building projects etc.

The provision of these and other services is funded through State Aid and system funds received by the Mohawk Valley Library System and the Southern Adirondack Library System and by fees paid by member libraries. Grant funds are also pursued for specific automation activities.

Project budgets and member library fees are determined by a structure approved by the Joint Automation Council and the MVLS and SALS Boards of Trustees. Member libraries are billed on a monthly basis. Changes in the fee structure are announced by the Joint Automation Council and the two System Directors no later than March 1 of the year preceding any change. Any changes become effective with the January billing (sent in February). Member Library payments to the MVLS/SALS Joint Automation Project represent resources used by that library and do not represent a financial equity in the system.

#### Library Responsibilities:

- Act in conformity with applicable New York State Law and Regulations of the Commissioner of Education
- Develop, approve and enforce a confidentiality policy that protects the privacy of all library users. All staff and volunteers will need to sign a JA security policy.

- Abide by the approved policies of the Joint Automation Project
- Follow system conventions for the entry of patron and item information into the shared database
- Notify Joint Automation staff of problems with network performance or connectivity as soon as possible after the problem is experienced
- Notify Joint Automation staff to report equipment or software problems
- Provide training to library staff that explains the Joint Automation Project and the needs for appropriate security of database records, transactions, and public and staff computers. The library staff member providing this training must have been trained by JA staff or the System trainers.
- Notify the Joint Automation staff as early as possible of impending building or other facility changes or plans that will impact the provision of automated services
- Notify the Joint Automation staff of staff changes
- Pay fees and charges as expeditiously as possible
- Provide a contact person for the library in the event of network problems occurring during library closed hours

This agreement may be terminated by mutual agreement of the parties or a library may choose to withdraw from the Joint Automation Project with 180 days (6 months) notification to both the Joint Automation Council and to the appropriate System Director.

In the event of withdrawal from the Joint Automation Project, the library is entitled to an electronic file(s) of patrons who reside in the chartered area, bibliographic records and item records. These files will be provided by Joint Automation staff in standard format at no charge to the library. Should the library require custom programming of these files, the Joint Automation Council shall determine an equitable charge for this processing. No portion of fees paid will be refunded if a library opts out of the project.

For the **Bancroft Public Library**

\_\_\_\_\_  
Board of Trustee President

Date: \_\_\_\_\_

\_\_\_\_\_  
MVLS Board President  
( )

Date: \_\_\_\_\_

\_\_\_\_\_  
SALS Board President  
( )

Date: \_\_\_\_\_

Revised March 2, 2021