

# Northern Waters Library Service

## Merlin Consortium Bylaws

### **Article I: Name and Authority**

The shared automation network, known as the Merlin Consortium, (hereafter referred to as the Consortium), is a service program of Northern Waters Library Service (NWLS). As a program of NWLS, the Consortium is established, operated, and maintained under the NWLS Board of Trustees.

### **Article II: Purpose**

The Consortium is established to provide a shared, integrated library automation system to NWLS member libraries, and other area libraries as may participate, for the purposes of:

- facilitating resource sharing among network participants, and
- increasing the efficiency and effectiveness of participant library operations and services, including managing database software, maintaining the system hardware and software, managing of the online public access catalog, and evaluating Merlin services.

The shared automation network shall provide functions to participating libraries including, but not limited to, circulation control, online-public access catalog, MARC cataloging and acquisition.

### **Article III: Participation**

**Section 1.** Any NWLS member library may become a full participant in the Consortium by executing an agreement for this purpose with the NWLS Board.

**Section 2.** Any non-public library within the boundaries of NWLS may become a participant in the Consortium by executing an agreement for this purpose with the NWLS Board. The Merlin Consortium or the NWLS Board reserves the right to refuse the participation of any library not a member of NWLS.

**Section 3.** Any participant in the Consortium may elect to terminate participation.

- (a) Participation may be terminated effective Dec 31 of the year, by giving notification in writing of intent to terminate to the Consortium, prior to July 1 of the same year.
- (b) Any library terminating its participation in the Consortium shall have no claim to any assets of the Consortium.
- (c) Any library terminating its participation in the Consortium shall retain ownership of its local hardware.
- (d) Any library terminating its participation in the Consortium shall pay NWLS the cost of extracting a copy of the library's records from the database and purging the library's data from the remaining database.

**Section 4.** NWLS shall also be deemed non-voting participants in the Consortium.

## **Article IV: Meetings and Notices**

- Section 1.** The Consortium shall hold at least four regularly scheduled meetings per year.
- Section 2.** Any Consortium participant may submit items to the Chair for inclusion in meeting agendas.
- Section 3.** The Consortium Chair shall distribute agendas and materials for meetings via email at least 7 days prior to the date of the meeting.
- Section 4.** Consortium meetings may be conducted by telephone or video conferencing provided synchronous communication is possible among every other member and others in attendance at the meeting. Members may participate in a meeting through such means, and members shall be counted for quorum purposes, and their votes shall be counted when determining actions of the Consortium.
- Section 5.** Special meetings will be called by the Chair, upon the request of the majority of participating libraries, and such meetings will be held within one month of the request.
- Section 6.** The agenda shall be determined by the Chair.
- Section 7.** A quorum shall be required to conduct business. 51% of all Consortium membership, including those participating remotely and NWLS staff, constitutes a quorum. Proxies are not counted in attendance to determine a quorum.
- Section 8.** All regular meetings will be conducted according to Robert's Rules of Order.

## **Article V: Officers and Duties**

- Section 1.** The Officers of the Consortium shall be the Chair, Vice Chair, Secretary, and Treasurer. Officers (except the Treasurer) shall be elected in even numbered years at the last meeting of the year and assume office at the next meeting following the election, serving a two year term. Officers may serve a maximum of three consecutive terms in the same office. The NWLS Office Manager will hold the office of Treasurer. Vacancies will be filled by election.
- Section 2.** The Chair shall preside at all Consortium meetings, enforce the Bylaws and Agreements, establish committees, appoint members to committees, serve as an ex-officio member of all committees and authorize calls for special meetings.
- Section 3.** In the absence of the Chair, the Vice Chair shall perform the duties of the Chair.
- Section 4.** The Secretary shall record the attendance at all Consortium meetings and record and submit the minutes to the Chair for distribution.

**Section 5.** The Treasurer shall assist the Consortium with maintaining financial records, reporting the audit findings annually, notifying any agency in arrears and regularly reporting on the financial standing of the Merlin Consortium.

## **Article VI: Committees**

**Section 1.** The Officers of the Consortium shall constitute the Executive Committee. Three of the four officers shall constitute a quorum of Executive Committee meetings. The purpose of this committee is to investigate and make recommendations regarding matters requiring the action of the Consortium, and to review a preliminary budget prior to the August meeting. The committee shall meet as necessary.

**Section 2.** At the August meeting of the even-numbered year, the Consortium Chair will appoint at least three members, who must be library directors, to a Nominations and Elections Committee. The election will be held during the last meeting of that year.

The Nominations and Elections Committee shall prepare a slate consisting of at least one nominee for each position to be filled in the officer's election. The Committee shall accept nominations from all voting members and must present all nominations on the slate. The slate, containing brief biographical information about each candidate, shall be provided to each individual member of the Consortium at least six weeks before the last meeting of that year.

A ballot example will be made available to all Consortium members prior to the last meeting of that year. Absentee members are encouraged to use this ballot as their voting ballot and submit their ballot to the Nominations and Elections Committee prior to the meeting carrying the election. The Committee will ensure that there is only one ballot per voting member.

(a) At the meeting carrying the election, the Nominations and Elections Committee will distribute the ballot and allow time for the election to take place. Once all ballots and absentee ballots have been gathered, the Committee will tally the results. The candidate for each office receiving the largest number of votes shall be elected, with the results forwarded to the Secretary for publication to the membership. In case of a tie vote, the Nominations and Elections Committee will determine the tie-breaking procedure.

(b) When inclement weather forces abandonment of the regular election process for in-person meetings, the following instructions can be used for alternate online election proceedings.

At the meeting carrying the election, the Nominations and Elections Committee liaison will verbalize the absentee ballot results. The Consortium Chair will ask the members who have not voted to cast their votes for each open office by typing the office title and corresponding nomination into the webinar questions box. The Chair will close the election after 5 (five) minutes of voting. The Consortium Secretary will tally the absentee and new votes, and verbalize the results.

For purposes of transparency, the questions log is saved at the end of the meeting and can be used to help settle election disputes.

Since electronic access technology may change in the future, so may some facets of the electronic election process.

- Section 3.** Ad hoc committees may include:
- Circulation
  - Resource Sharing
  - Collection Development
  - Database Maintenance and Management
  - Bibliographic Records and Standards
  - Public Relations
  - Training and Professional Development
  - By-Laws Review
  - Other issues as needed

## **Article VII: Voting**

**Section 1.** The Consortium shall adopt its recommendations by vote. All actions will be decided by simple majority vote, (51%) of those members present, either physically or electronically. Each Consortium member has one vote. In case of a tie vote, since a tie is not a majority, the motion for adoption is lost. If for any action, the vote result is inconclusive, a roll call vote will be taken.

**Section 2.** Whenever the staff member of any member library is unavailable to attend the Consortium Meeting, a proxy may be appointed to vote in his/her place. A proxy may be a staff or Board member of the library requiring the proxy, or may be another Consortium member, including NWLS staff. The proxy is only valid if recognized at the Roll Call of the meeting. Failure to appoint a proxy will not invalidate any action of the Consortium. A proxy is also considered present for the purposes of recording a roll call vote. The only exception for the use of proxies is in the process of voting in the officer's election.

**Section 3.** All NWLS staff are ex-officio non-voting members of the Consortium.

## **Article VIII: Policies and Procedures**

**Section 1.** The Consortium shall adopt all policies and standards for the efficient and effective operation of the automation system. Each member is responsible to comply with these policies and standards.

**Section 2.** The Consortium will enforce compliance with policies. Any member that knowingly and repeatedly fails to comply will be contacted about their noncompliance issues by the Chair. A pattern of non-compliance will be investigated by the Executive Committee, and the Executive Committee will recommend any action to the Consortium.

1st notice and warning of potential penalty will be made in writing by the Consortium Chair to the director of the library in violation. The non-complying library will have thirty (30) days to comply, unless another term is agreed upon between the non-complying library and the Executive Committee.

If the terms of the 1<sup>st</sup> notice and warning have not been met, 2nd notice and warning of potential penalty will be made in writing by the Consortium Chair to the director and Board of the library in violation. The non-complying library will have thirty (30) days to comply, unless another term is agreed upon between the non-complying library and the Executive Committee.

If the non-complying library disregards the 1<sup>st</sup> and 2<sup>nd</sup> notices and warnings, the Consortium Chair will present compliance findings to the Consortium for final action. Final action may be in the form of sanctions that include, but are not limited to, the billing of the library for substantial costs incurred due to member failure to comply with policies and standards, or finding of cause for termination of Merlin membership.

**Section 3.** NWLS may recommend Consortium procedures to implement policies and standards for the efficient and effective operation of the automated system. Members are expected to follow such procedures. Annual compliance documents may be required and signed by the Library Director and Library Board Chair.

## **Article IX: Dissolution of Merlin**

**Section 1.** There may come a time where an event forces the Merlin shared automation consortium to dissolve. For example, membership drops below a point where the sustainability of the Consortium is at risk, or the Consortium wishes to merge with another ILS system creating something new and beyond the scope of Merlin.

**Section 2.** When dissolution is inevitable, the Merlin Consortium will follow these steps for the process:

- a. The dissolution of Merlin will require the approval of the NWLS Board and a 2/3 majority vote of the total Merlin Consortium representatives.
- b. A minimum of one (1) year notice must be given to all member libraries that Merlin will be dissolved. Notice must be in writing by the NWLS Board to the Board of each member library. Failure to provide proper notice will postpone the dissolution of Merlin by one year.
- c. Dissolution of Merlin shall be carried out on a schedule mutually agreed upon by the NWLS Board and the Consortium, such that dissolution is complete by the date of dissolution specified in the notice referenced above. The NWLS Director and Merlin System Administrator shall be expected to make recommendations as to this schedule.

- d. In the event of dissolution, each member of Merlin shall pay NWLS for (1) the cost of extraction of a copy of its records from the database, and (2) a proportionate share of the cost of closing down the database itself.
- e. All members shall be liable for their annual membership fees for the remaining time of Merlin's existence.
- f. At the time of dissolution, member libraries shall retain a monetary interest in Merlin Capital fund assets. Outstanding debt owed by Merlin will be paid from the Capital fund. Remaining assets will be distributed between the members based on the percentage of the annual total budget paid by each library during the last complete fiscal year of operation.

**Article X: Amendments**

Proposed amendments are to be made available 7 (seven) days prior to the meeting for discussion and any potential action. Amendments may be approved by a majority vote of the Consortium and adoption by the NWLS Board.

Adopted: 12/14/00

Revised: 7/20/06, 7/16/06, 10/15/09, 11/14/09, 8/24/10, 9/18/10, 11/15/12, 1/19/13, 8/20/15