

## **BY-LAWS OF FRIENDS OF THE VENTRESS MEMORIAL LIBRARY**

### **ARTICLE I - NAME**

The name of this organization shall be Friends of the Ventress Memorial Library, Inc. (the “Friends” or the “Organization”).

### **ARTICLE II - MISSION**

The mission of the Friends is to support the Ventress Memorial Library (the “Library”) through fund-raising activities, advocacy, and sponsorship of programs to benefit the general public.

### **ARTICLE III - MEMBERSHIP**

Section 3.1. Membership Generally. Membership shall be open to any individual who is interested in the mission of the Organization.

Section 3.2. Membership Dues. Members must pay the annual dues and are entitled to vote whenever the Organization is meeting on such matters as detailed in these By-Laws or as otherwise agreed to by a majority vote of the members of the Executive Board.

Section 3.3. Ex-Officio Members. The Library Director and a designate of the Board of Library Trustees shall be ex-officio members of the Organization and are entitled to attend all meetings of the general membership, including the Annual Meeting.

### **ARTICLE IV - FINANCES**

Section 4.1. Fiscal Year. The fiscal year of the Organization shall be the calendar year.

Section 4.2. Annual Dues Amount. Membership dues will be determined annually as part of the budget process.

Section 4.3. Funds Account. All funds shall be deposited to the bank account of Friends of the Ventress Memorial Library and shall be disbursed by the Treasurer as authorized by the general membership to fulfill the purposes of the Organization.

Section 4.4. Collection of Dues. The dues shall be collected from each member annually.

### **ARTICLE V – OFFICERS AND THEIR DUTIES**

Section 5.1. Officers. The officers shall be President, Vice President, Treasurer, and Secretary/ Secretaries. The officers shall be members of and constitute the Executive Board. Should the office

of President, Vice President, Treasurer, or Secretary become vacant, the Organization shall elect a successor from its membership at the next meeting, and such election shall be for the unexpired term of said office.

Section 5.2. President. The President shall preside at all meetings of the Organization and shall exercise general supervision over the affairs of the Organization. (S)he may be an ex-officio member of all committees, except nominating committees. (S)he, with the Treasurer, is authorized to sign all checks for the payment of money, and shall sign all contracts and other instruments made by the Organization. At each meeting the President shall submit such recommendations and information as (s)he may consider proper concerning the affairs of the Organization.

Section 5.3. Vice President. The Vice President shall perform the duties of the President in the absence or incapacity of the President and in case of a vacancy in the office of the President. The Vice President shall keep a record of the names and contact information of all members of the Organization. (S)he shall furnish an electronic list of the names and contact information of all members to the Officers. (S)he shall oversee an annual membership drive.

Section 5.4. Secretary. The Secretary shall record and present the minutes of all meetings of the Organization. The Secretary shall function as the clerk of the organization. At any meeting in the absence of the Secretary, a Secretary pro tempore may be appointed from among the members present.

Section 5.5 Treasurer. The Treasurer shall be custodian of the funds of the Organization and shall deposit them in a bank in the name of the Organization. (S)he along with the President is authorized to sign all checks for the payment of money. (S)he shall pay all bills as ordered by a majority vote of the general membership. (S)he shall provide the membership with a monthly financial report. (S)he shall oversee audits as determined by a vote of the membership.

## **ARTICLE VI - ELECTIONS AND NOMINATIONS**

Section 6.1. Election. The officers shall be elected at the Annual Meeting by a majority vote of the membership present. They shall assume their duties at the beginning of the fiscal year.

Section 6.2. Term. The officers shall be elected for a one-year term.

Section 6.3. Nominations. The Nominating Committee shall submit its report at the Annual Meeting. The consent of the nominees should first be secured.

Section 6.4. Nominating Committee. The Nominating Committee shall be elected by the membership present at a meeting prior to the next Annual Meeting.

## **ARTICLE VII - MEETINGS**

Section 7.1. Annual Meeting. The Annual Meeting will be held in October. The agenda of the annual meeting will include the election of officers, approval of the annual budget, and formulation of an action plan for the coming year.

Section 7.2. Regular Meeting. Regular Meetings of the membership will be held monthly except during July and August.

Section 7.3. Special Meeting. A Special Meeting may be called by the President. A Special Meeting must also be called by the President upon the request of four members.

Section 7.4. Consent in Lieu of Meeting. The written consent of the members of the Executive Board, including via email, to any action shall be as valid as though the action had been authorized at a Friends meeting. A record of any such written consent and the agreed upon action shall be presented by the Recording Secretary at the next full meeting of the Friends.

Section 7.5. Manner of Voting. All questions coming before the Executive Board shall be presented in the form of motions or resolutions. The vote on all resolutions shall be by voice vote by all members present at the meeting. Each resolution and motion shall be entered in full upon the minutes of the meeting. For all resolutions, the results and abstentions shall be recorded.

## **ARTICLE VIII - PERSONAL LIABILITY**

The members of the Executive Board of the Organization shall not be personally liable for any debt, liability or obligation of the Organization. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against, the Organization may look only at the funds and property of the Organization for the payment of any contractor or claim, or for any money that may otherwise become due or payable to them from the Organization.

## **ARTICLE IX- INDEMNIFICATION**

Section 9.1. Definitions. For purposes of this Article:

(a) "Indemnitee" means any person who serves or has served as a member of the Executive Board, or in any other role at the request of the Executive Board;

(b) "Proceeding" means any action, suit or proceeding, whether civil, criminal, administrative or investigative, brought or threatened in or before any court, tribunal, administrative or legislative body or agency, and any claim which could be the subject of a Proceeding.

(c) “Expense” means any fine or penalty, and any liability fixed by a judgment, order, decree or award in a Proceeding, and any amounts reasonably paid in settlement of a Proceeding and for professional fees and other disbursements reasonably incurred in connection with a Proceeding if such amounts are approved in advance by vote of a majority of the disinterested Members of the Executive Board.

Section 9.2. Right to Indemnification. Except as limited by law or as provided in Sections 9.3 and 9.4 of this Article 9, each Indemnitee (and his or her heirs and personal representatives) shall be indemnified by the Organization against any Expense incurred by such Indemnitee in connection with each Proceeding in which he or she is involved as a result of serving or having served in such official capacity with the Organization.

Section 9.3. Indemnification not Available. No indemnification shall be provided to an Indemnitee with respect to a Proceeding in which it shall have been adjudicated that said Indemnitee did not act in good faith in the reasonable belief that his or her action was in the best interests of the Organization.

Section 9.4. Compromise or Settlement. In the event that a Proceeding is compromised or settled so as to impose any liability or obligation on an Indemnitee or upon the Organization, no indemnification shall be provided as to such Indemnitee with respect to such Proceeding if it is determined by a majority of the disinterested Members of the Executive Board then in office that with respect to the matter involved in such Proceeding said Indemnitee did not act in good faith in the reasonable belief that his or her action was in the best interests of the Organization. In lieu of submitting the question to a vote of the disinterested Members of the Executive Board, as provided above, the Organization may deny indemnification to said Indemnitee with respect to such Proceeding, if there has been obtained at the request of a majority of the Members of the Executive Board then in office, an opinion in writing of independent legal counsel, other than counsel to the Organization, to the effect that said Indemnitee did not act in good faith in the reasonable belief that his or her action was in the best interests of the Organization.

Section 9.5. Advances. The Organization shall pay sums on account of indemnification in advance of a final disposition of a Proceeding upon receipt of an undertaking by the Indemnitee to repay such sums if it is subsequently established that said Indemnitee is not entitled to indemnification pursuant to Sections 9.3 and 9.4 hereof, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

Section 9.6. Not Exclusive. Nothing in this Article shall limit any lawful rights to indemnification existing independently of this Article.

## **ARTICLE X - CONFLICTS OF INTEREST**

Section 10.1. Definition of Conflicts of Interest. A conflict of interest will be deemed to exist whenever an individual is in the position to approve or influence Organization policies or actions which involve or could ultimately harm or benefit financially: (a) the individual; (b) any family member (spouse, grandparents, parents, children, grandchildren, great grandchildren, brothers or sisters, and spouses of these individuals); or (c) any organization in which he or a family member is a director, trustee, officer, member, partner or more than 10% of the total (combined) voting power. Service on the board of another not-for-profit corporation does not constitute a conflict of interest.

Section 10.2. Disclosure of Conflicts of Interest. A member of the Executive Board shall disclose a conflict of interest: (a) prior to voting on or otherwise discharging his/her duties with respect to any matter involving the conflict which comes before the Executive Board or any committee; (b) prior to entering into any contract or transaction involving the conflict; or (c) as soon as possible after the member of the Executive Board learns of the conflict.

## **ARTICLE XI – DISSOLUTION**

In the event the Organization desires to wind up and close its affairs, the Organization may authorize its dissolution by filing a petition for dissolution with the Massachusetts Supreme Judicial Court. The petition for dissolution shall be authorized by a vote of the majority of the members at a duly noticed meeting. In the event the Organization at the relevant time is without members or all members shall fail to appear at such duly noticed meeting, the petition shall be authorized by a vote of the majority of the members of the Executive Board.

## **ARTICLE XII - AMENDMENTS**

These by-laws may be amended at any regular or special meeting of this organization by a majority vote of the members present. A thirty-day notice of the proposed changes must be given to the general membership.