

# **CONNECTED LIBRARIES**

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**Ignite your imagination**

## **AGENDA**

**Board Meeting**

**Wednesday 28 August 2024**

**4.00pm**

**Cranbourne West Community Hub**

1. **Present**
2. **Apologies**
3. **Acknowledgement of the Traditional Owners**
4. **Declaration of Conflicts of Interest**
5. **Confirmation of the Minutes of the Casey-Cardinia Library Corporation, trading as Connected Libraries (CL) Board Meeting held on Wednesday 26 June 2024.**

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## STRATEGIES/PLANS

### CL32/2024 DRAFT ANNUAL REPORT 2023-2024 INCLUDING YEAR END FINANCIAL REPORT

***Report prepared by Beth Luppino and Emily Ramaswamy***

#### **Purpose**

To present the Board with Connected Libraries Draft Annual Report 2023-2024 including the Year End Financial Report for consideration.

*CL Library Plan reference – 4.6*

#### **Discussion**

Connected Libraries is required under Sections 125, 126 & 196(7) of the Local Government Act 1989, to prepare and submit an Annual Report to the Minister for Local Government within three months of the end of the financial year.

Due to anticipated delays to VAGO (external audit) timelines, the Minister for Local Government provided an extension to all Regional Library Corporations on the submission deadline of the Annual Report including the Year End Financial Report to 25 October 2024.

Clause 14.1 of the 2023 CCLC Regional Library Agreement requires that the CEO provide the member Council with a copy of the Annual Report within three months of the end of the financial year. In line with external audit timelines, the report submission date will also be extended to 25 October 2024.

#### **Summary of Performance**

The past year has been one of both innovation and consolidation for Connected Libraries. We began with a new internal staffing structure in place, a new trading name and brand identity, and the addition of two new Non-Executive Independent Board members to oversee the governance of the library service. The new service structure focuses on programs and services for children and young people, digital literacy, partnerships, Culturally and Linguistically Diverse (CALD) services and the provision of services beyond the four walls of our fixed branches.

In September, we conducted a community survey which revealed that the Casey community was eager to see more services delivered in southern areas of Casey. With the provision of additional grant funding from Casey, Connected Libraries acquired a mobile library van, library lockers for holds collection at three community centre locations, and the fit-out for a library lounge at the Cranbourne West Community Hub. It has been gratifying to see the way these new services have been received by our community – attendance at the library lounge has been strong and the library lockers booked to capacity at times.

Key achievements this year include:

- Library Membership increased by 18%
- Important steps in the transition to compliant entity under the Local Government Act 2020, including the development of a draft Constitution and Library Agreement
- The operationalising of CL's new internal structure to make the most of new funding levels (including a larger Outreach team and designated Digital Literacy team)
- 2023-2024 Outreach Innovation projects all delivered and operational
- Enterprise Agreement updated and signed with some great improvements for staff within available resources
- Organisational values were reviewed by the whole team and updated, reflecting our 'now' and our 'future'

Community members of all ages rely on their public library for free and universal access to resources that improve their literacy, wellbeing and connectedness. As at 30 June 2024, Connected Libraries has over 91,000 members.

The Annual Report 2023-2024 showcases the breadth and impact of library services provided to the Casey community throughout the year.

## **Summary of Financial Year End Results**

### **Income Statement**

During the 2023-2024 financial year, Connected Libraries delivered a surplus of \$0.67million, a result \$0.3million better than budgeted. Variations to agreements with Council on the management of Innovation Projects funding, higher than anticipated investment interest rates and staffing vacancies were responsible for much of the additional surplus. Employment costs continue to be the largest consumption of resources, with \$6.48 million incurred in 2024, representing over 70% of total expenses.

### **Balance Sheet**

The balance sheet is in a healthy position with current assets (\$3.39 million) greater than current liabilities (\$1.98 million), with a Working Capital Ratio of 1.72. This means that Connected Libraries is in a position to meet all its liabilities, statutory or otherwise, including all short and long-term employee benefits, which stand at \$1.35 million. Current assets include cash of \$3.14 million.

The Draft Financial Report is attached. Accountants are preparing an additional disclosure note to be added to the final version of the report related to events occurring after balance date of 30 June 2024. The note will relate to Council's August recommendation on the intent to transition to a compliant entity by 1 July 2025.

External audit is scheduled to begin 30 September and will be completed by 25 October. Once the Financial report has been ratified, authorised personnel may sign the Report then submit to the Minister for Local Government. In line with procedure in previous years, the Board may authorise the Chair, another Board member and the CEO to sign the Year End Financial Report (ratified by VAGO).

## **Conclusion**

Connected Libraries Draft Annual Report provides a summary and celebration of the performance of the organisation from July 2023 to June 2024.

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## **RECOMMENDATIONS**

- 1. That the Board approve “in principle” Connected Libraries Draft Annual Report 2023–2024 and associated Draft Financial Report.**
- 2. That the Board authorise the Chairperson, a Board member and the CEO to sign the Financial Report included in the Annual Report once it has been ratified by the Auditors.**
- 3. That the Chairperson and the CEO sign the Management Representation Letter once the Audit has been finalised.**
- 4. That the Board note the Minister for Local Government has extended the submission deadline of the Annual and Year End Financial Reports for all Regional Libraries to 25 October 2024.**
- 5. That Connected Libraries forward the approved Annual Report including the Year End Financial report to the Minister for Local Government and the City of Casey by the submission deadline.**

**CL33/2024      BENEFICIAL ENTERPRISE**

***Report prepared by Beth Luppino***

**Purpose**

To present the Board with the Draft Connected Libraries Constitution and Draft Connected Libraries Agreement, approved by Council, for noting. These documents will support the operations of a beneficial enterprise 'Connected Libraries Ltd', a not-for-profit Public Company Limited by Guarantee.

*CL Library Plan reference – 4.5, 4.6*

**Background**

Casey Cardinia Library Corporation (trading as Connected Libraries) must be wound up by July 2030 in accordance with provisions of the Local Government Act 2020. A number of steps are required by both Council and Connected Libraries to achieve this, and for Connected Libraries to transition to a new entity structure, referred to in the Act as a 'beneficial enterprise'. This will enable the ongoing delivery of library services in the City of Casey on behalf of Council.

At the June 26 meeting, the Board agreed to endorse the Draft Constitution and Draft Agreement, and then forward both documents to Council for consideration.

At the August 20 meeting of Council, Administrators approved both documents and recommended that Officers confirm this in writing to Connected Libraries. Confirmation has subsequently been received (attached) to be noted by the Board.

**Discussion**

The approved Draft Constitution and Draft Agreement are presented to the Board for noting (attached, no changes since presented to Board for endorsement at June 26 meeting). These documents will support the formation of the new entity, with City of Casey being the sole founding member of the Company.

At the Council meeting on 20 August, City of Casey adopted the following recommendations:

1. *That Council resolves to participate in the formation of, and become the founding member of, Connected Libraries Ltd (a not-for-profit Public Company Limited by Guarantee), in line with the terms of the Connected Libraries Limited Constitution, with a target operational commencement date of 1 July 2025.*
2. *That Council approves the following new documents:*
  - *Connected Libraries Limited Constitution.*
  - *Library Agreement between Connected Libraries Limited and the City of Casey.*
3. *That Council authorises the Chief Executive Officer to execute the Library Agreement on behalf of Council before 30 June 2025.*
4. *That Council notes that officers have assessed the proposal to participate in a beneficial enterprise with Connected Libraries Limited and are satisfied that Council has met, and can continue to meet, the requirements of sections 110(1) and 111 of the Local Government Act 2020.*
5. *That Council notes that Connected Libraries will continue to provide library services under the current model and agreement until the transition to Connected Libraries Limited is complete and operations commence on the target date of 1 July 2025.*
6. *That Council writes to Connected Libraries by 23 August 2024 to confirm the resolution to participate in the formation of, and become the founding member of, Connected Libraries Limited, with a target operational commencement date of 1 July 2025, and to confirm approval of the Connected Libraries Limited Constitution and Library Agreement between Connected Libraries Limited and the City of Casey.*

The Executive Team will continue to work with and support Council officers on the key steps required to transition to the new entity:

- Council to appoint initial Directors and Council's personal representative(s) to represent Council as the member of the new entity
- Registration of the new corporate entity as a company with the Australian Securities and Investments Commission (ASIC)
- Registration of the new corporate entity as a charity with the Australian Charities and Not-for-profits Commission (ACNC)
- Application by the new corporate entity to receive Deductible Gift Recipient (DGR) endorsement, allowing the receipt of donations (note that CCLC currently has DGR endorsement)
- Transfer of library operations and assets to the new company (currently planned to occur on 1 July 2025)
- Wind up of the current Library Corporation (must take place by July 2030)

The transition to the new entity will not impact the object, purpose or operations of our current Library Service, and will enable Connected Libraries and Council to comply with the Local Government Act 2020.

Connected Libraries will continue to provide library services under the current model and Regional Library Agreement until the transition to Connected Libraries Limited is complete and operations commence on the target date of 1 July 2025.

### **Conclusion**

In accordance with the requirements of the Local Government Act 2020, Connected Libraries will establish a new beneficial enterprise registered as Connected Libraries Limited – a not-for-profit Public Company Limited by Guarantee.

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### **RECOMMENDATIONS**

- 1. That the Board notes that the Draft Connected Libraries Ltd Constitution, and the Draft Connected Libraries Agreement have been approved by City of Casey.**
- 2. That the Board notes Council's intent to form the new entity by 1 July 2025.**
- 3. That the CL Executive Team work with Council officers to progress the next steps in the formation of, and transition to, the new entity.**

21 August 2024

Ms Beth Luppino  
Chief Executive Officer  
Connected Libraries  
Locked Bag 2400  
CRANBOURNE VIC 3977  
[beth.luppino@connectedlibraries.org.au](mailto:beth.luppino@connectedlibraries.org.au)

Dear Beth

### **Endorsement of Next Steps in Transition of Connected Libraries to a Beneficial Enterprise**

I am pleased to advise that, at its Council Meeting of Tuesday 20 August 2024, the City of Casey adopted the following recommendations:

1. That Council resolves to participate in the formation of, and become the founding member of, Connected Libraries Ltd (a not-for-profit Public Company Limited by Guarantee), in line with the terms of the Connected Libraries Limited Constitution, with a target operational commencement date of 1 July 2025.
2. That Council approves the following new documents:
  - Connected Libraries Limited Constitution.
  - Library Agreement between Connected Libraries Limited and the City of Casey.
3. That Council authorises the Chief Executive Officer to execute the Library Agreement on behalf of Council before 30 June 2025.
4. That Council notes that officers have assessed the proposal to participate in a beneficial enterprise with Connected Libraries Limited and are satisfied that Council has met, and can continue to meet, the requirements of sections 110(1) and 111 of the Local Government Act 2020.
5. That Council notes that Connected Libraries will continue to provide library services under the current model and agreement until the transition to Connected Libraries Limited is complete and operations commence on the target date of 1 July 2025.
6. That Council writes to Connected Libraries by 23 August 2024 to confirm the resolution to participate in the formation of, and become the founding member of, Connected Libraries Limited, with a target operational commencement date of 1 July 2025, and to confirm approval of the Connected Libraries Limited Constitution and Library Agreement between Connected Libraries Limited and the City of Casey.

We look forward to continuing to work alongside Connected Libraries as the entity transitions to Connected Libraries Limited on 1 July 2025.

Yours faithfully



**Emily Clarke**

Manager Creative Communities

cc. Steve Coldham, Director Community Life; Eva Foster, Head of Libraries

Constitution:

Connected Libraries Ltd

**A Public Company Limited by Guarantee**

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DRAFT

## 1 Preamble

- (a) Casey-Cardinia Library Corporation ABN 38 577 892 449 was established in 1996 a regional library corporation under section 196 of the *Local Government Act 1989* (Vic), pursuant to the Original Agreement.
- (b) In around November 2022, Cardinia Shire Council withdrew from the Casey-Cardinia Library Corporation, leaving Casey City Council as the sole member of the Casey-Cardinia Library Corporation.
- (c) Casey-Cardinia Library Corporation has been operating under the registered business name 'Connected Libraries', which was registered in April 2023.
- (d) In accordance with section 330(4) of the *Local Government Act 2020* (Vic), as an existing regional library, the Casey-Cardinia Library Corporation must be wound up by 1 July 2031.
- (e) Section 110(1) of the *Local Government Act 2020* (Vic) allows the Founding Member Council to become the founding member of, and participate in the formation of, a corporation and appoint directors.
- (f) Therefore, on [date TBA], the Founding Member Council resolved to apply section 110 of the *Local Government Act 2020* (Vic) to establish the Company as a new not-for-profit, public library, registered as a company limited by guarantee under the Corporations Act.

## 2 Name of Corporation

The name of the company is **Connected Libraries Ltd.**

## 3 Status of the Constitution and replaceable rules

This is the Constitution of the Company. The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

## 4 Interpretation

### 4.1 Definitions

In this Constitution unless the contrary intention appears:

**Auditor** means the person appointed for the time being as the auditor of the Company.

**ABN** means Australian Business Number.

**ACNC** means the Australian Charities and Not-for-profits Commission.

**ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and includes any regulations made under the ACNC Act and any rulings or requirements of the Commissioner made under the ACNC Act having application to the Company.

**ASIC** means the Australian Securities and Investments Commission.

**Appointed Board Member** means a Director appointed pursuant to clause 18 from

time to time.

**Board** means the Directors present at a meeting, duly convened as a Board meeting, at which a quorum is present.

**Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in Melbourne, Victoria, Australia.

**Company** means **Connected Libraries Ltd (ACN )**.

**Constitution** means this constitution as amended from time to time.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Deductible Contributions** mean a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the Tax Act in relation to a fundraising event held for that purpose.

**Director** means a person who is a director for the time being of the Company and **Directors** means more than one Director.

**Founding Member Council** means Casey City Council.

**Gifts** mean gifts of money or property for the Objects of the Company.

**ITAA97** means the *Income Tax Assessment Act 1997* (Cth).

**Member** means the Members, Member Councils and any other person or entity that is, or is registered as, a member of the Company in accordance with clause 8.

**Members** mean more than one Member.

**Membership** means being a Member of the Company.

**Member Councils** means Casey City Council, and, where a subsequent Council is admitted as a Member, includes that Council.

**Objects** mean the objects of the Company set out in clause 5.1.

**Original Agreement** means the agreement made in 1996 between Casey City Council ABN 43 320 295 742 and Cardinia Shire Council ABN 32 210 906 807 that formed the Casey-Cardinia Library Corporation.

**Property** means any real, personal, tangible, intangible, moveable or immovable property of any kind wherever situated including money and choses in action.

**Register of Members** means the register of Members maintained pursuant to the Corporations Act.

**Replaceable Rules** means the replaceable rules applicable to a public company limited by guarantee set out in the Corporations Act.

**Representative** means a Member's representative as appointed under clause 15.

**Rule** means a rule, by-law or policy made by the Directors in accordance with Clause 19(d) and includes all rules, by-laws or policies previously adopted by Connected Libraries and which become the rules, by-laws or policies of the Company at the date of incorporation of the Company.

**Secretary** means any person appointed for the time being as, or to perform the functions of, secretary of the Company.

**Tax Act** means the *Income Tax Assessment Act 1997* (Cth) and the *Income Tax Assessment Act 1936* (Cth) as appropriate.

## **4.2 Interpretation**

In this Constitution:

- (a) the words “including”, “include” and “includes” are to be construed without limitation;
- (b) a reference to legislation is to be construed as a reference to that legislation, any subordinate legislation, regulations and instruments made under it, and that legislation and subordinate legislation, regulations and instruments, as amended, re-enacted or replaced from time to time;
- (c) a reference to a “person” includes a corporate representative appointed pursuant to section 250D of the Corporations Act;
- (d) headings are used for convenience only and are not intended to affect the interpretation of this Constitution;
- (e) a reference to a meeting includes a meeting by digital or other technology where all attendees have reasonable opportunity to participate;
- (f) a reference to a person being present in person includes an individual participating in a meeting as described in clause 4.2(e);
- (g) a reference to a person being present includes an individual participating in a meeting in person or through a Representative; and
- (h) a word or expression defined in the Corporations Act and used, but not defined, in this Constitution has the same meaning given to it in the Corporations Act when used in this Constitution.

## **4.3 Operation of Corporations Act**

While the Company is a registered charity under the ACNC Act the provisions of the Corporations Act in Part 2G.2 and Part 2G.3<sup>1</sup> apply as if section 111L(1) of the Corporations Act was not enacted and if one of those provisions includes a reference to lodging documents with or notifying ASIC that requirement does not apply to the Company.

## **4.4 Signing**

Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Directors.

# **5 Objects and purpose**

## **5.1 Objects and purpose**

The Object and principal purpose of the Company is to be a charity (with charitable sub-type advancing culture) and a public library (endorsed as a deductible gift recipient under item 12.1.2 of the table of cultural organisations set out in section 30-100 of the ITAA97) pursuing the following charitable objects:

- (a) to operate library branches and provide library services to and within the Member Councils, and to provide similar services to other Councils, Beneficial Enterprises or library corporations;
- (b) to provide other services, resources, digital services and programs aimed at meeting the information, recreational, educational, placemaking, business, economic and cultural needs of the diverse communities of the Member Councils and other communities to whom the Company provides services (if

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<sup>1</sup> Part 2G.2 and 2G.3 are provisions in relation to meetings of members and keeping minutes

any) in an equitable, effective, efficient, responsive and forward-looking manner in accordance with these Objects and the values and objectives as determined by the Board;

- (c) to act as trustee and to perform and discharge the duties and functions incidental to acting as a trustee where this is incidental or conducive to the attainment of these Objects; and
- (d) to do such things as are incidental or ancillary to the attainment of these Objects.

## **5.2 Limitation of Powers**

The Company is prohibited from making distributions to Members and paying fees (or other remuneration) to the Directors. The Secretary must approve all other payments the Company makes to Directors and provide a report on any such payments at the first available general meeting.

## **5.3 Non profit**

The assets and income of the Company must be applied solely in furtherance of the Objects, and no portion shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or by way of profit to members, directors or any trustees of the Company.

## **5.4 Payment in good faith**

Clause 5.3 does not prevent payment, directly or indirectly, in good faith to a Member:

- (a) of reasonable remuneration for services to the Company;
- (b) for goods supplied in the ordinary course of business;
- (c) of fair and reasonable interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause 5.4(c) by the Company in a general meeting;
- (d) of reasonable rent for premises let by a Member;
- (e) a contribution towards a grant or project in furtherance of the Objects and Purposes of the Company; or
- (f) otherwise in furtherance of the Objects and Purposes of the Company.

## **5.5 Conduit Policy**

Any allocation of funds or property to other persons or organisations must be made in accordance with the Objects of the Company and must not be influenced by the preference of the donor.

# **6 Amendment of this Constitution**

## **6.1 Amendment by Special Resolution**

This Constitution may be modified or repealed only by a special resolution of the Company in a general meeting.

## **6.2 Date of effect of the amendment**

Any modification or repeal of this Constitution takes effect on the date the special resolution is passed or any later date specified, or provided for, in the resolution.

## **6.3 Notification to the ACNC**

The Company will notify ASIC or, if a registered charity, the ACNC (as applicable)



of any modification or repeal of this Constitution within the time specified in the ACNC Act or the Corporations Act.

## **7 Member's Liability**

### **7.1 Liability to contribute**

Each Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:

- (a) payment of debts and liabilities of the Company;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) any adjustment of the rights of the contributories among Members.

### **7.2 Limited liability**

The amount that each Member or past Member is liable to contribute under clause 7.1 is not to exceed \$1.00.

## **8 Membership**

### **8.1 Founding Member**

The Founding Member Council is the sole founding Member of the Company.

### **8.2 Categories of membership**

Additional categories and classes of members, if required, may be created by a special resolution of the Members of the Company in a general meeting.

### **8.3 Admission as a Member**

The Company may admit a body corporate as a Member where:

- (a) The applicant is eligible under clause 8.5 and makes an application to the Directors in accordance with clause 8.6;
- (b) The Board recommends to the Members that the applicant be admitted as a member; and
- (c) The existing Members agree in writing to admit a new Member, and where a Member is a Council where that Council has approved the admission of a new Member at a Council meeting.

### **8.4 Becoming a Member**

Subject to the Corporations Act, a body corporate or government entity becomes a Member on the registration of that body corporate's name in the Register of Members.

### **8.5 Eligibility for Membership**

To be eligible to be a Member, a body corporate or government entity must:

- (a) be:
  - (i) a local government Council in the State of Victoria; or
  - (ii) a body corporate conducted by a local government Council in the State of Victoria (or a subsidiary of same); or
  - (iii) a company, association, partnership or other organisation (whether incorporated or not) which supports the objects and purposes of the

Company in the opinion of the Board; and

- (b) be nominated by one (1) existing Member;
- (c) consent in writing to become a Member; and
- (d) agree to be bound by this Constitution.

#### **8.6 Application for Membership**

- (a) Only a body corporate or government entity that satisfies the eligibility requirements for Membership may apply for Membership.
- (b) The Board may prescribe the process, information and supporting documents required for an applicant to apply for Membership and the form in which the application for Membership is to be made.
- (c) An application for Membership must:
  - (i) be in writing signed by the applicant;
  - (ii) if the Board has prescribed the form of the application for Membership, be in that prescribed form; and
  - (iii) be accompanied by the membership fee, if any, determined by the Directors.

#### **8.7 Consideration for application for Membership**

- (a) At the first meeting of the Board after an application for Membership has been received by the Board, the Board must consider the application and in their discretion either accept, accept subject to conditions, defer the decision to a subsequent meeting of the Board or reject the application.
- (b) If the Board accepts the application for Membership, or accepts subject to conditions, the application must be submitted to the Members for consideration;
- (c) The Members may only accept an application in accordance with clause 8.3(c).
- (d) The Board and the Members are not required to give reasons for refusing an application for membership.

#### **8.8 Membership fees**

The Members must pay such membership fees as prescribed from time to time by the Directors, subject to approval by special resolution of the Members in a general meeting.

#### **8.9 Registration as a Member**

If the Company accepts an application for Membership, as soon as practicable, the Secretary must notify the applicant of the decision and must register the name of the body corporate in the Register of Members and record any conditions imposed on that Member's Membership.

#### **8.10 Board composition upon admission of additional Members**

- (a) Prior to admitting the first additional Member after the date of incorporation of the Company, the Company, the Founding Member Council and the proposed new Member shall enter into discussions about the requirements for the composition of the Board that will thereafter apply, on the basis that the requirements in clause 18.1 shall no longer be suitable where there are two (2) Members. The Founding Member Council shall do all things necessary to amend or vary this Constitution in order to give effect to any such agreed requirements. In the absence of any such agreement between the Founding Member Council and the proposed new Member, the provisions of clause 18.2

shall apply.

Prior to admitting any further additional Member(s) after the admission of a second Member to the Company, then the Company, the then-Members and the proposed new Member(s) must agree on any other requirements for the composition of the Board that will thereafter apply, on the basis that the requirements in clauses 18.1 and 18.2 shall no longer be suitable where there is greater than two (2) Members. The then-Members shall do all things necessary to amend or vary this Constitution in order to give effect to any such agreed requirements.

## **9 Rights of Members are non-transferable**

The rights and obligations of a Member are specific to that body corporate and are not transferable.

## **10 Cessation of Membership**

### **10.1 Cessation of Membership**

A Member ceases to be a Member:

- (a) if the Member resigns as a Member in accordance with this Constitution;
- (b) if the Member is expelled as a Member in accordance with this Constitution;
- (c) if the Member is being wound up or ceasing to exist;
- (d) if the Member is placed under external administration (other than the appointment of an administrator pursuant to section 230 of the *Local Government Act 2020* (Vic)) or becomes insolvent

unless the Members (but not including a Member whose membership is the subject of this clause) unanimously resolve for that Member to remain a Member of the Company.

### **10.2 Resignation of Member**

A Member may resign from the Company by giving the Board at least 12 months' notice.

### **10.3 Termination of membership**

- (a) A Member may recommend to the Board that the Company terminate the membership of a Member if the Member is of the view that the Member is not complying with its obligations as a Member of the Company.
- (b) At the first meeting of the Board after a recommendation is received to terminate a Membership, the Board must consider termination and in their discretion and subject to clause 10.3(c) either accept, accept subject to conditions, defer until further information is provided or reject the recommendation. Any such decision must be based on one of the following substantive grounds:
  - (i) the Member has failed to pay any fee that may be prescribed by the Directors pursuant to clause 8.8 within 12 months after the fee was due and payable;
  - (ii) where the Member's Appointed Board Member positions have been vacant for 12 months, or no Appointed Board Member appointed by that Member has attended Board meetings for 12 months;
  - (iii) the Member has failed to attend 3 consecutive general meetings of the Company;
  - (iv) the Member refuses or neglects to comply with this Constitution; or

- (v) the Member engages in conduct which is prejudicial to the interests of the Company.
- (c) Before deciding to accept or accept subject to conditions the recommendation the Board must provide the Member whose Membership is under consideration notice of the proposed action and provide the Member with an opportunity to respond. The Board must allow the Member at least 14 days from when the Board provides the notice to respond to the notice;
- (d) If the Board decides to accept or accept subject to conditions the recommendation must be submitted to the Members for consideration;
- (e) The Board's final resolution on the termination is subject to each Member (but not including a Member whose membership is the subject of this clause) agreeing in writing to terminate the Member; and
- (f) If the Members (but not including a Member whose membership is the subject of this clause) agree in writing to terminate the Member, the Board must terminate the Membership of that Member by giving 14 days' notice of the termination to that Member.
- (g) If a dispute arises regarding the termination of a Member's membership under this clause 10.3, the dispute resolution procedure contained in clause 34 must be followed.

## **11 Maintenance of Register**

### **11.1 Register of Members**

The Secretary must maintain a Register of Members setting out:

- (a) the name and address of each Member;
- (b) the date on which each person became a Member;
- (c) any conditions imposed on a Member's Membership; and
- (d) in respect of each body corporate who has ceased to be a Member, the date on which that body corporate ceased to be a Member.

### **11.2 Inspection of Register of Members**

The Company must provide access to the Register of Members in accordance with the Corporations Act.

## **12 General Meetings**

### **12.1 Annual general meetings**

The Company must hold an annual general meeting:

- (a) within 18 months of incorporation; and
- (b) after the first annual general meeting, in each financial year.

The Board shall convene the annual general meeting.

### **12.2 Business at an annual general meeting**

The business of an annual general meeting may include any of the following, even if not referred to in the notice of meeting:

- (a) the consideration of the annual financial report, directors' report and auditor's report;
- (b) the appointment of the auditor; and
- (c) determination of auditor's remuneration.

### **12.3 Director convening a general meeting**

Any Director or the Directors may convene a general meeting.

### **12.4 Meetings requested by Members**

- (a) If the Board receives a request from a Member or Members with a right to vote at any general meeting the Board must convene a general meeting within 21 days after the date of receipt of that request.
- (b) The request must detail any proposed resolution, the names of the Members requesting the meeting and be signed by all of the Members making the request. For this purpose, the signatures of the Members may be contained in more than one document.
- (c) A general meeting requested by the Members must be held no later than two calendar months after the request is received.

### **12.5 Notice of general meeting**

At least 21 days' notice of a general meeting must be given to the Members, Directors and Auditor. The notice must:

- (a) state the date, time and place (or places) of the meeting;
- (b) state the general nature of the business to be conducted at the meeting; and
- (c) state any proposed resolutions.

### **12.6 Shorter notice of general meeting**

Subject to the Corporations Act, a shorter notice of a general meeting may be given if the calling of the notice of the general meeting on shorter notice is agreed to by all Members entitled to attend and vote at the meeting and any such general meeting will be treated as having been duly convened.

### **12.7 Notice of resumption of an adjourned meeting**

If a general meeting is adjourned for 30 days or more, at least 30 days' notice must be given to the Members, Directors and Auditor of the day, time and place (or places) for the resumption of the adjourned general meeting.

### **12.8 Use of technology**

A general meeting may be held in one place or two or more places. If a general meeting is held in two or more places, the Company must use technology that gives Members a reasonable opportunity to participate at that general meeting.

### **12.9 Postponement or cancellation of a general meeting**

- (a) Subject to this Constitution and the Corporations Act, the Board may change the place (or places) of a general meeting, or postpone or cancel a general meeting.
- (b) If a general meeting is convened pursuant to a request by Members, the Board may not postpone or cancel the general meeting without the consent of the requesting Members.

### **12.10 Notice of change, postponement or cancellation of a meeting**

- (a) If the Directors have convened a general meeting, the Board may change the place (or places) of the general meeting, postpone or cancel the general meeting. If a Director has convened a general meeting, only the Director who convened the general meeting may change the place (or places) of the general meeting, or postpone or cancel the general meeting.
- (b) If the Board changes the place (or places) of a general meeting, notice must be given to each Member and each person entitled to receive notice

of the meeting of the new place (or places) of the meeting.

- (c) If the Board postpones a general meeting, notice must be given to each Member and each other person entitled to receive notice of the new date, time and place (or places) of the meeting.
- (d) If the Board cancels a general meeting, notice must be given to each Member and each other person entitled to receive notice of general meetings.

#### **12.11 Omission to give notice relating to a general meeting**

No resolution passed at or proceedings at any general meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that general meeting;
- (b) any change of place (or places) of that general meeting;
- (c) postponement of that general meeting, including the date, time and place (or places) for the resumption of the adjourned meeting; or
- (d) resumption of that adjourned general meeting.

### **13 Proceedings at general meetings**

#### **13.1 Quorum**

- (a) A quorum at a general meeting is where a Representative of each of the Members is present in person. The quorum must be present at all times during the general meeting.
- (b) However, the quorum requirement shall not apply with respect to the Representative of a particular Member where a Representative of that Member did not attend the prior general meeting, provided that after the general meeting the Company advised the Member in writing that its Representative did not attend the general meeting.

#### **Lack of Quorum**

- (c) If a quorum is not present within 30 minutes after the time appointed for a general meeting (or any longer period of time as the chair may allow) or ceases to be present at any time during the general meeting, the general meeting:
  - (i) if convened by a Director or on the request of Members, is dissolved; or
  - (ii) in any other case:
    - (A) is adjourned to be resumed on a day, time and place (or places) as the chair determines or if the chair is not present as the Directors or Director at the meeting may determine; or
    - (B) if the Directors do not so determine, no Director is present or no Director present so determines:
      - (1) the date for the resumption of the adjourned general meeting will be on the same day in the next week;
      - (2) the time for the resumption of the adjourned general meeting will be at the same time as the adjourned meeting; and

- (3) the place (or places) for the resumption of the adjourned general meeting will be at the same place (or places) as the adjourned meeting.
- (d) If a quorum is not present within 30 minutes after the time appointed for the resumption of the adjourned general meeting or ceases to be present during the meeting, the general meeting is dissolved.

### **13.2 Chairing general meetings**

- (a) The chair of the general meeting will be the Director elected for the time being as chair of the Board meetings.
- (b) If the chair is not present within 15 minutes after the time appointed for any general meeting or if the chair is unwilling or unable to act as chair for the whole or any part of that general meeting, the Directors present may elect a Director present to chair that general meeting.
- (c) If no Director is elected or if all the Directors present decline to take the chair for the whole or any part of that general meeting, or the Members present otherwise determine that they wish to appoint a different person as chair, the Members present may elect a Member present (in person through their Representative) to chair for the whole or any part of that general meeting. If the Members do not so elect a chair, the meeting will be adjourned to be resumed on the same day, at the same time and the same place (or places) in the following week.

### **13.3 Conduct of general meetings**

The chair of each general meeting has charge of the conduct of that meeting, including the procedures to be adopted and the application of those procedures at that meeting.

### **13.4 Adjournment**

- (a) The chair of a general meeting may adjourn the meeting to another date, time and place (or places) if it appears to the chair that it is likely to be impracticable to hold or to continue to hold the meeting because of the number of Members who wish to attend but who are not present.
- (b) If a majority of Members present at a general meeting in person determine that the meeting should be adjourned, the chair must adjourn the meeting to another date, time and place (or places) determined by the chair.
- (c) No business may be transacted on the resumption of an adjourned or postponed general meeting other than the business referred to in the notice convening the adjourned or postponed general meeting.

## **14 Proxy**

A Member must not appoint a proxy to attend a general meeting or vote on their behalf.

## **15 Body Corporate Representative**

### **15.1 Appointment of a Corporate Representative**

- (a) Each Member that is not a natural person must appoint a natural person as its Representative to exercise on its behalf any or all of the powers it may exercise:
  - (i) at meetings of the Members;
  - (ii) at meetings of creditors or debenture holders; or

- (iii) relating to resolutions to be passed without meetings.
- (b) The appointment of a Representative may be a standing one.

## **15.2 Authority to act as a Representative**

- (a) An appointment of a Representative must be in writing and be signed by the Member appointing the Representative and state:
  - (i) the Member's name and address, or
  - (ii) the Company's name;
  - (iii) the Representative's name or the name of the office held by the Representative; and
  - (iv) the general meeting at which the Representative may act, or if the appointment is a standing one, a clear statement to that effect.
- (b) The instrument appointing the Representative may specify the manner in which the Representative must vote on any particular resolution and may restrict the exercise of any power.
- (c) The Company may rely on an instrument appointing a Representative as definitive evidence that the Representative has been validly appointed in accordance with the rules and procedures of that Member for the making of such an appointment.

## **15.3 Instrument to be received by the Company**

- (a) An instrument purporting to appoint the Representative is not valid unless it is received by the Company at least 48 hours before the general meeting or, in the case of an adjourned meeting, at least 48 hours before the resumption of an adjourned general meeting.
- (b) An instrument appointing a Representative must be received by the Company at any of the following:
  - (i) the registered office; or
  - (ii) a place or electronic address specified for that purpose in the notice of the general meeting.

## **15.4 Revocation of appointment of Representative**

The appointment of a Representative may be revoked by the Member who appointed the Representative by notice to the Company from the Member stating that the appointment of the Representative is revoked or by appointing a new Representative.

# **16 Voting**

## **16.1 Entitlement to vote**

Each Member entitled to vote at a general meeting may vote in person through their Representative. Each Member has one vote, whether on a show of hands, or a poll.

## **16.2 No Casting vote**

If there is an equality of votes, either on a show of hands or on a poll, then the chairperson of the meeting is not entitled to a casting vote in addition to any votes to which the chairperson is entitled as a Member or Representative, and consequently, the resolution fails.

## **16.3 Voting on resolution**

At any general meeting, a resolution put to a vote must be determined by a show



of hands unless a poll is demanded in accordance with this Constitution. A resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

#### **16.4 Objection to right to vote**

- (a) A challenge to a right to vote at a general meeting:
  - (i) may only be made at that general meeting; and
  - (ii) must be determined by the chair.
- (b) A determination made by the chair in relation to a challenge to a right to vote is binding on all Members and is final.

#### **16.5 Written resolutions**

Members may pass a resolution without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. For this purpose, signatures of the Members may be contained in more than one document and a signature includes an electronic signature.

#### **16.6 Minutes**

- (a) Unless a poll is demanded in accordance with this Constitution, a declaration by the chair that a resolution has, on a show of hands, been:
  - (i) carried;
  - (ii) carried unanimously;
  - (iii) carried by a particular majority; or
  - (iv) lost or not carried by a particular majority,is conclusive evidence of the fact declared. An entry to that effect made in the minutes book of the Company and the minutes are adopted at the next general meeting is evidence of that fact unless the contrary is proved.
- (b) After each general meeting, the Directors must record or cause to be recorded in the minutes book:
  - (i) the proceedings and resolutions of each general meeting;
  - (ii) any declarations at each general meeting; and
  - (iii) all resolutions passed by Members without a general meeting.
- (c) The chair, or the chair of the next meeting, must sign the minutes within three (3) months after the general meeting.
- (d) The minute books must be kept at the registered office of the Company.
- (e) Members may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

#### **16.7 Disputes to be resolved by the chair**

The chair will determine any dispute in relation to any vote, and the determination of the chair is binding on all Members and is final.

### **17 Poll**

#### **17.1 Chair may determine to take a poll**

The chair of a general meeting may determine that a poll be taken on any resolution.

## **17.2 Right to demand a poll**

A poll may be demanded on any resolution at a general meeting other than the election of a chair or the question of an adjournment by any Member present at the meeting.

## **17.3 Procedure for demanding a poll**

- (a) A poll may be demanded:
  - (i) before a vote on a show of hands is taken;
  - (ii) before the result of a vote on a show of hands is declared; or
  - (iii) immediately after the result of a vote on a show of hands is declared.
- (b) If a poll is demanded on the election of a chair or the question of an adjournment, it must be taken immediately. If a poll is demanded on any other matter, it may be taken in the manner and at the time and place (or places) as the chair directs.
- (c) Other than where a poll is demanded on the election of a chair or the question of an adjournment, a demand for a poll may be withdrawn at any time by the person or persons who demanded it. A demand for a poll which is withdrawn does not invalidate the result of a show of hands declared before the demand for the poll was made.
- (d) Other than where a poll is demanded on the election of a chair or the question of an adjournment, a demand for a poll does not prevent the general meeting from continuing for the transaction of any business.

## **18 Appointment and removal of Directors**

### **18.1 Number and Composition of Directors if sole Founding Member Council**

For such time as the Founding Member Council is the sole Member of the Company:

- (a) The Company shall have up to five (5) Directors comprising:
  - (i) up to three (3) Directors who are officers, representatives, councillors or employees of the Founding Member Council ("**Council Directors**"); and
  - (ii) up to two (2) independent Directors ("**Independent Directors**")

provided always that the number of Independent Directors may never exceed the number of Council Directors.
- (b) Council Directors shall be nominated by the Founding Member Council and appointed on the basis of their skills, background and expertise deemed necessary or desirable by the Board, and shall consist of up to:
  - (i) two (2) Directors appointed by the Chief Executive Officer of the Founding Member Council; and
  - (ii) one (1) other officer, representative, councillor or employee of the Founding Member Council appointed by the Founding Member Council.
- (c) The Founding Member Council may, in its absolute discretion, remove from office any Council Director, or appoint another officer, representative, councillor or employee of the Founding Member Council to act as a substitute in place of any of its Council Directors provided that any such substitute must be properly appointed as a Director pursuant to this Constitution and the Corporations Act.
- (d) A Council Director or their substitute shall hold office until the earlier of:
  - (i) the term of his/her appointment by the Founding Member Council

expiring;

- (ii) their removal by the Founding Member Council; or
  - (iii) the person resigning or ceasing to be a representative, an officer, a councillor or employee of the Founding Member Council.
- (e) the Founding Member Council must nominate a new Council Director as soon as possible after a Council Director vacancy arises.
- (f) Independent Directors shall be nominated by the Founding Member Council on recommendation of its Chief Executive Officer and are not required to be officers, representatives, councillors or employees of the Founding Member Council. Independent Directors shall be selected in accordance with any applicable Rules and on the basis of their skills, background and expertise as may be considered by the Chief Executive Officer of the Founding Member Council to be necessary or desirable for the effective governance of the Company.
- (g) An Independent Director shall hold office:
- (i) for a maximum initial term of four (4) years term; and
  - (ii) subject to mutual agreement by the Chief Executive Officer of the Founding Member Council, the Board and the Independent Member, a further term of up to four (4) years

subject to the other provisions of this clause 18.

## **18.2 Number and Composition of Directors if Two Members**

- (a) In the event that one (1) additional Member is admitted to the Company after the registration of the Company (so that, for the avoidance of doubt, there are two (2) Members in total) then:
- (i) Each Member (including both the Founding Member Council and the new Member) shall be entitled to appoint two (2) Directors being:
    - A. One (1) Councillor if the Member is a Member Council; and
    - B. One (1) officer or employee of that Member

(“**Member Directors**”); and
  - (ii) The Company shall have up to three (3) independent Directors (“**Independent Directors**”)

provided always that:

- (iii) if the Member is not a Member Council, then both of its Member Directors may be officers or employees of that Member;
  - (iv) the number of Independent Directors may never exceed the number of Member Directors; and
  - (v) upon any additional Member(s) being admitted to the Company, the composition of the Board shall be in accordance with any requirements that the then-Members and the proposed new Member(s) may agree prior to the admission of the additional Member(s).
- (b) Member Directors shall be nominated by their relevant Member and appointed on the basis of their skills, background and expertise deemed necessary or desirable by the Board.
- (c) Any Member may, in its absolute discretion, remove from office any Member Director, or appoint another person to act as a substitute in place of any of its Member Directors, provided the provisions of this clause are met and any such substitute must be properly appointed as a Director pursuant to this

Constitution and the Corporations Act.

- (d) A Member Director or their substitute shall hold office until the earlier of:
  - (i) the term of his/her appointment by their relevant Member expiring;
  - (ii) their removal by their relevant Member; or
  - (iii) the person resigning or ceasing to be a representative, an officer, a councillor or employee (as the case may be) of the their relevant Member.
- (e) A Member must nominate a new Member Director as soon as possible after a Member Director vacancy arises.
- (f) Independent Directors shall be nominated by the Members on recommendation of the Board and are not required to be officers, representatives, councillors or employees of the Members. Independent Directors shall be selected in accordance with any applicable Rules and on the basis of their skills, background and expertise as may be considered by the Board to be necessary or desirable for the effective governance of the Company.
- (g) An Independent Director shall hold office:
  - (i) for a maximum initial term of four (4) years term; and
  - (ii) subject to mutual agreement by the Board and the Independent Member, a further term of up to four (4) years

subject to the other provisions of this clause 18.

### **18.3 General Requirements**

- (a) Once appointed, and subject to the provisions of this clause 18, an Appointed Board Member holds office in accordance with clause 18.6.
- (b) A Member that has nominated an Appointed Board Member may withdraw their nomination at any time if the person so nominated no longer holds office with that Member or is no longer suitable to be nominated as the Appointed Board Member.
- (c) The Members may create additional Board positions and elect other Directors as the Members determine at a general meeting.
- (d) Generally, Members may appoint their Director(s) at an Annual General Meeting or, where a Member does not have an Appointed Board Member, by providing notice in writing to the Company appointing a person to be the Member's Appointed Board Member.

### **18.4 Retirement or Vacancy**

The Company may, at a General Meeting at which:

- (a) a Director retires or otherwise vacates office; or
- (b) a Director vacancy exists by operation of clause 18.9 or otherwise,

request that the Board seeks a new nomination from the Member for an Appointed Board Member in accordance with clause 18.1 or clause 18.2, as applicable.

### **18.5 Qualifications of Directors**

- (a) To be eligible for the office of Director a person must consent in writing to act as a Director and provide the Company Secretary with a valid Director Identification Number.
- (b) In the event that it is required under a law, regulation or guideline applicable to the Company, the Company must ensure that a majority of the Directors are persons who have the requisite level or degree of responsibility to the general

public.

#### **18.6 Terms and retirement of Directors**

- (a) Subject to any other relevant provision in this clause 18, Directors are elected for terms of four (4) years.
- (b) At each Annual General Meeting, any Director who has held office for four (4) years or more since last being elected, must retire from office but subject to any other relevant provision in this clause 18 is eligible for reappointment. A retiring Director holds office until the conclusion of the meeting at which that Director retires.
- (c) The Members may by ordinary resolution increase or decrease the period of time for which a Director holds office.
- (d) The Members may by ordinary resolution remove any Director who is not an Appointed Board Member before the expiration of that Director's period of office.

#### **18.7 Reappointment of Directors**

Subject to any other relevant provision in this clause 18, Directors are entitled to seek reappointment as Directors provided that they are still nominated by the Member as an Appointed Board Member (where applicable) and the Director's period of continuous service to the Company does not exceed a period of eight (8) years unless the Members, by ordinary resolution in General Meeting or unanimous written resolution, elect to waive this requirement for a particular Director.

#### **18.8 Casual vacancy or additional Director**

- (a) The Directors must request a new nomination from the relevant Member to fill a vacant Appointed Board Member position in accordance with clause 18.1 or 18.2, as applicable.
- (b) The Directors may at any time appoint any person meeting the requirements of this clause 18 to be a Director, either to:
  - (i) Fill a casual vacancy, other than a vacancy of an Appointed Board Member;
  - (ii) Appoint an additional Director, where the Members have approved but not filled a Board position.
- (c) A Director appointed under this clause 18.8(b) holds office until the conclusion of the next Annual General Meeting of the Company but is eligible for appointment at that meeting.

#### **18.9 Vacation of office of Director**

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act or this clause 18, a person ceases to be a Director and the office of Director is vacated if the person:

- (a) is removed from office as a Director by a resolution of the Company at a general meeting;
- (b) ceases to be eligible under this clause 18;
- (c) resigns as a Director by notice in writing to the Company;
- (d) is no longer nominated by the Member as its Appointed Board Member under this clause 18;
- (e) if the person is subject to assessment or treatment under any mental health law and the Board resolves that the person should cease to be a Director;
- (f) dies;
- (g) is disqualified from acting as a Director under the Corporations Act;

- (h) is absent from three (3) consecutive Board meetings without leave of absence from the Board.

## **19 Powers and duties of Board**

- (a) Subject to this Constitution and the Corporations Act, the activities of the Company are to be managed by, or under the direction of, the Board.
- (b) Subject to this Constitution and the Corporations Act, the Board may exercise all powers of the Company that are not required to be exercised by the Company in a general meeting and shall always act in accordance with any relevant Rules in relation to the governance of the Company and the Board.
- (c) The powers of the Board include the power to:
  - (i) borrow or otherwise raise money;
  - (ii) mortgage, charge (including in the form of a floating charge) any of the Company's assets (both present and future); and
  - (iii) issue debentures and other securities, and any instrument (including any bond).
- (d) Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter any relevant Rules which are binding on the Members for the management and conduct of the business of the Company.
- (e) The rules, by-laws or policies previously adopted by the Casey-Cardinia Library Corporation shall become the rules, by-laws or policies of the Company at the date of incorporation of the Company, except where they may be inconsistent with any provisions of this Constitution.

## **20 ACNC governance standards**

The Company and each Director must comply with the duties described in governance standard 5 as set out in the regulations made under the ACNC Act and such other obligations as apply under the ACNC Act and the Corporations Act from time to time.

## **21 Delegation**

- (a) The Board may delegate any of its powers to:
  - (i) a Director;
  - (ii) a committee in accordance with clause 22;
  - (iii) an employee of the Company; or
  - (iv) any other person.
- (b) The power may be delegated for such time as determined by the Directors and the Directors may at any time revoke or vary the delegation.
- (c) The delegate must exercise the powers delegated in accordance with any directions of the Directors, and the exercise of the power by the delegate is as effective as if the Directors had exercised it.
- (d) The Directors may continue to exercise any power they have delegated.

## **22 Committees**

### **22.1 Delegation to committees**

- (a) The Directors may delegate any of their powers, to a committee which may consist of one or more Directors and such other persons as they think fit.
- (b) A committee to which any powers have been delegated under clause 22.1(a) must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.
- (c) Notwithstanding any delegation of authority under this clause 22.1, the Directors remain responsible for any decisions of a committee appointed by them and must ensure that the committee exercises its powers appropriately.

### **22.2 Meetings of committees**

A committee may meet and adjourn as it considers appropriate.

### **22.3 Chairperson of a committee**

The members of a committee may elect one of their number as chairperson of their meetings. If a meeting of a committee is held and:

- (a) a chairperson has not been elected; or
- (b) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the committee members involved may elect one of their number to be chairperson of the meeting.

### **22.4 Determination of questions**

- (a) Questions arising at a meeting of a committee are to be determined by a majority of votes of the members present and voting.
- (b) In the event of an equality of votes, the chairperson of the meeting does not have a casting vote.

## **23 Negotiable instruments**

All negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Board may determine.

## **24 Remuneration and reimbursement for expenses**

### **24.1 Remuneration of Independent Directors**

The Company may, by resolution at a general meeting, determine the remuneration of the Independent Directors (if any), provided that such remuneration is:

- (a) reasonable and proportionate to the administration services provided by the Independent Directors to the Company, including any specific factors relating to a particular Independent Director or group of Independent Directors (for example, the Chair);
- (b) always compliant with any relevant legal requirements including, but not limited to, the ACNC Act, the Corporations Act, Charity Fund Rules, Governance Standards and any other applicable legislation and regulations;
- (c) disclosed in the Company's financial statements in accordance with applicable accounting standards and regulations; and
- (d) reviewed periodically to in light of the above and the Company's financial position and performance.

**24.2** For the avoidance of doubt, no Director shall be entitled to receive remuneration unless they are an Independent Director or in accordance with clause 24.4.

**24.3 Records**

The Company shall maintain proper records of all remuneration paid to Directors, which shall be available for inspection by members and regulatory authorities as required by law.

**24.4 Reimbursement of expenses**

Directors are entitled to be reimbursed by the Company for reasonable costs and expenses incurred or to be incurred in connection with attendance at meetings of the Board and committees of the Board, if approved by the Board.

**25 Board meetings**

**25.1 Convening meetings**

- (a) In the ordinary course, the Secretary will convene Board meetings in accordance with the determinations of the Board.
- (b) A Director may at any time convene a Board meeting by notice to the other Directors.

**25.2 Notice of meetings**

- (a) Reasonable notice of each Board meeting must be given to the Directors entitled to receive a notice (if any).
- (b) Each notice must state:
  - (i) the date, time and place (or places) of the Board meeting;
  - (ii) the general nature of the business to be conducted at the Board meeting; and
  - (iii) any proposed resolutions.

**25.3 Omission to give notice**

No resolution passed at or proceedings at any Board meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that Board meeting;
- (b) any change of place (or places) of that Board meeting;
- (c) postponement of that Board meeting; or
- (d) resumption of that adjourned Board meeting.

**25.4 Use of technology**

A Board meeting may be held in one, two or more places using such technology as determined by the Board and set out in the notice. The Board must use technology that gives Directors a reasonable opportunity to participate at that Board meeting. The clauses relating to meetings of Directors apply to each such meeting in the usual manner.

**25.5 Quorum at meetings**

- (a) A quorum at a Board meeting is where each Member has their Appointed Board Member(s) present in person. The quorum must be present at all times during the Board meeting.
- (b) However, the quorum requirement shall not apply with respect to the Appointed Board Member(s) of a particular Member:



- (i) where that Member has not appointed an Appointed Board Member within 2 months of that Appointed Board Member's position becoming vacant; or
- (ii) where a Member's Appointed Board Member has failed to attend the prior two Board meetings, provided that after each Board meeting the Company advised the Member in writing that its Appointed Board Member failed to attend the Board meeting.

#### **25.6 Chair of meetings**

- (a) A chair shall be appointed by the Board from among the Independent Directors. Further, the Board may determine to appoint a deputy chair in the same manner, in the discretion of the Board.
- (b) The chair (and deputy chair, if applicable) shall be appointed on a 24 month rotational basis, with Independent Directors holding the position(s) on rotation. However, nothing in this clause shall prevent the chair or deputy chair from being appointed for a subsequent term.
- (c) If the chair is not present within 15 minutes after the time appointed for a Board meeting or if the chair is unwilling or unable to act as chair for the whole or any part of that Board meeting, then the deputy chair (if applicable) shall chair the Board meeting, and if there is no deputy chair or the deputy chair is not present or is unwilling or unable to act as chair for the whole or any part of the Board meeting, the Directors present may elect another Independent Director present to chair that Board meeting. If the remaining Independent Directors are absent or are present but unwilling or unable to act as chair as aforesaid, the Directors present may elect any other Director present to chair that Board meeting.
- (d) Notwithstanding the other provisions of this clause, the Board may fill a vacancy in the chair or deputy chair positions as it considers appropriate.

#### **25.7 Conduct and passing resolutions at meetings**

- (a) Board meetings shall be conducted in accordance with any applicable Rules of the Company.
- (b) A resolution of the Board must be passed by a majority of the votes cast by the Directors entitled to vote on the resolution.
- (c) Each Director present in person is entitled to vote and has one vote.

#### **25.8 No Casting vote**

If on any resolution an equal number of votes is cast for and against a resolution, the chair does not have a casting vote in addition to any vote cast by the chair as a Director and subsequently, the resolution is lost.

#### **25.9 Conduct of meetings**

The chair of each Board meeting has charge of the conduct of that meeting, of the procedures to be adopted and the application of those procedures at that meeting.

#### **25.10 Written resolutions**

The Board may pass a resolution without a Board meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. For this purpose, signatures can be contained in more than one document, with each document to be identical to each other document and a signature can be an electronic signature.

#### **25.11 Minutes of meetings**

- (a) Within one month after each Board meeting, the Directors must record or cause to be recorded in the minute books:
  - (i) the proceedings and resolutions of each Board meeting; and
  - (ii) all resolutions passed without a Board meeting.
- (b) The chair, or the chair of the next Board meeting, must sign the minutes within one month after the meeting.
- (c) The minute books must be kept at the registered office of the Company.
- (d) The Directors may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

### **26 Director's conflict of interests**

#### **26.1 Declaration of interest**

- (a) Any Director who has a material personal interest in a contract or proposed contract of the Company, holds any office or owns any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Director's duties or interests as a Director, must give the Board notice of the interest at a Board meeting.
- (b) A notice of a material personal interest must set out:
  - (i) the nature and extent of the interest; and
  - (ii) the relation of the interest to the affairs of the Company.
- (c) The notice must be provided to the Board at a Board meeting as soon as practicable.

#### **26.2 Voting by interested Directors**

A Director who has a material personal interest in a matter that is being considered at a Board meeting must not:

- (a) vote on the matter at a meeting; or
- (b) be present while the matter is being considered at the meeting, and accordingly will not count for the purposes of determining whether there is a quorum.

### **27 Appointment of Secretary and Chief Executive Officer**

#### **27.1 Secretary**

- (a) The Company must have at least one Secretary. The Board has the power to appoint a natural person to act as secretary on the terms and for such period as the Board may determine.
- (b) Any Secretary appointed may be removed at any time by the Board.

#### **27.2 Chief Executive Officer**

- (a) The Directors may appoint a Chief Executive Officer on such terms and conditions (including as to remuneration) as they consider appropriate.
- (b) The Directors may delegate any of their powers to the Chief Executive Officer:
  - (i) on the terms and subject to any restrictions they decide; and
  - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Board,

and may revoke the delegation at any time.

- (c) The Chief Executive Officer may be invited to attend all meetings of the Directors, but may not hold the office of a Director and is not entitled to vote.
- (d) The Directors shall review the CEO's performance at least annually.
- (e) In addition to any responsibilities imposed on the CEO, the CEO shall be responsible to the Board for the finances and day to day administration and operation of the Company including the implementation of the Library Plan, Strategic Resource Plan, Annual Budget, delivery of the service and administrative support for the Board and any other duties specified.

## **28 Removal and remuneration of Auditor**

### **28.1 Remuneration of Auditor**

The remuneration of the Auditor may be determined by the Company at a general meeting. If the remuneration is not determined at a general meeting, it may be determined by the Directors at a Board meeting.

### **28.2 Removal of Auditor**

- (a) The Company may remove an Auditor by resolution at a general meeting.
- (b) At least two months' notice must be given to the Company of the intention to move a resolution to remove an Auditor at a general meeting.
- (c) If notice of an intention to move a resolution to remove the Auditor at a general meeting is received by the Company, the Auditor must be given a copy of the notice as soon as practicable.
- (d) The notice of an intention must also inform the Auditor that the Auditor:
  - (i) may submit written representations to the Company within seven days after receiving the notice and that the Auditor may request the Company to send a copy of the written representations to the Members before the resolution is put to a vote; and
  - (ii) may speak at the general meeting or request that the written representations be read at the general meeting at which the resolution is voted upon.

### **28.3 Auditor's attendance at general meetings**

The Auditor must be notified of, and may attend, any general meeting. The Auditor is entitled to be heard at any general meeting it attends on any part of the business of the general meeting which concerns the Auditor.

## **29 Execution of documents**

Documents executed for and on behalf of the Company must be executed by:

- (a) Directors;
- (b) a Director and the Secretary; or
- (c) the Chief Executive Officer under delegation.

## **30 Financial records**

### **30.1 Member's access to financial records**

A Member or any other person may inspect financial or any other records of the Company where such inspection is authorised by the Board or its delegate, or required by law or by order of a court with jurisdiction.

### **30.2 Directors' access to financial records**

Any Director may at any time access and inspect any financial and any other record of the Company, other than those protected by privacy principles, freedom of information or other legislation.

### **30.3 Access to financial records after ceasing to be a Director**

The Board may determine that any person who is to cease or has ceased to be a Director may continue to have access to and inspect any financial record and any other record of the Company relating to the time during which the person was a Director, if required by law or by order of a court.

## **31 Notices**

### **31.1 General**

Any notice, statement or other communication under this Constitution must be in writing, except that any notice convening a Board meeting does not need to be in writing.

### **31.2 How to give a communication**

In addition to any other way allowed by the Corporations Act, a notice or other communication may be given by being:

- (a) personally delivered;
- (b) left at the person's current address as recorded in the Register of Members;
- (c) sent to the person's address as recorded in the Register of Members by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by email to the person's current email address for notices.

### **31.3 Communications by post**

A communication is given if posted:

- (a) within Australia to an Australian address, four Business Days after posting;
- (b) outside Australia or to an address outside Australia, ten Business Days after posting.

### **31.4 Communications by email**

A communication is taken to be given if sent by email immediately on sending the email unless the sender receives a delivery failure notification indicating that the email has not been delivered to the information system of the recipient.

### **31.5 After hours communication**

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday,

Sunday or bank or public holiday in that place.

## **32 Indemnity and insurance**

### **32.1 Indemnity**

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company may indemnify each officer of the Company in respect of any liability, loss, damage, cost or expense incurred or suffered or to be incurred or suffered by the officer in or arising out of the conduct of any activity of the Company or the proper performance of any duty of that officer.
- (b) The indemnity in clause 32.1(a):
  - (i) is enforceable without the officer first having to make a payment or incur an expense;
  - (ii) is enforceable by the officer notwithstanding that the officer has ceased to be an officer of the Company; and
  - (iii) applies to any liability, loss, damage, cost or expense incurred or suffered or to be incurred or suffered by the officer, whether incurred before or after the date of this Constitution.

### **32.2 Documenting indemnity**

The Company may enter into an agreement containing an indemnity in favour of any officer. The Board will determine the terms of the indemnity contained in the agreement.

### **32.3 Insurance**

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company may pay any premium in respect of a contract of insurance between an insurer and an officer or any person who has been an officer of the Company in respect of the liability suffered or incurred in or arising out of the conduct of any activity of the Company and the proper performance by the officer of any duty.
- (b) If the Board determines, the Company may execute a document containing rules under which the Company agrees to pay any premium in relation to such a contract of insurance.

## **33 Winding up and revocation**

### **33.1 Winding up of the Company**

- (a) In the case of the winding-up of the Company, any surplus assets that remain after the satisfaction of all debts and liabilities, then, subject always to clause 33.2, those surplus assets must be transferred to another organisation with charitable purposes which is not carried on for the profit or gain of its individual members.
- (b) The organisation will be determined by a special resolution of the Members at or before the time of dissolution.

### **33.2 Transfer of surplus assets – deductible gift recipients**

- (a) Where the Company has been endorsed as a deductible gift recipient under Subdivision 30 BA of the Tax Act, either as an entity or in relation to a fund or an institution it operates, then where:
  - (i) the Company is wound up;

- (ii) the fund or institution is wound up; or
- (iii) the endorsement under Subdivision 30 BA of the Tax Act is revoked;
- (b) any surplus:
  - (i) Gifts;
  - (ii) Deductible Contributions; and
  - (iii) money received by the Company because of such Gifts or Deductible Contributions,

remaining after payment of all liabilities must be transferred to one or more organisations, funds or institutions that comply with clause 33.1 and are deductible gift recipients.

## **34 Dispute resolution**

### **34.1 Handling a dispute**

Where there is a dispute, grievance or another disagreement between a Member and the Company, or between a Member and a Member, whether arising out of the application of this Constitution or otherwise (**Dispute**), then the party raising the Dispute must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other party in writing of the nature of the Dispute, and the following must occur:

- (a) the parties must in the period of 14 days from the service of the notice of the Dispute (Initial Period) use their best endeavours to resolve the Dispute;
- (b) if the parties are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the parties;
- (c) if the disputants are unable to agree on a mediator within 7 days of the expiration of the Initial Period, the parties may request the President of the Law Institute of Victoria to nominate a mediator to whom the Dispute will be referred;
- (d) the costs of the mediation must be shared equally between the parties; and
- (e) where:
  - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 34.1(b);
  - (ii) the mediation has not occurred within 6 weeks of the date of the notice of the Dispute; or
  - (iii) the mediation fails to resolve the Dispute;

then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.

### **34.2 Urgent interlocutory relief**

The procedure in clause 34.1 will not apply in respect of proceedings for urgent or interlocutory relief.

# Schedule 1

## Appointment of Representative at a General Meeting

### Connected Libraries Ltd

#### ACN

The Member: ..... (name)  
of ..... (address)  
being a member of the above named Company hereby appoint  
..... (name)  
of ..... (address)  
as our Representative to attend and vote for us on our behalf at the meeting of the members of the  
Company to be held on the ..... day of ..... 20 ..... and at any  
adjournment of that meeting.

[TO BE INSERTED IF DESIRED] This form is to be used in favour of/against the resolution (Strike  
out whichever is not desired)

[INSERT DETAILS OF SPECIFIC RESOLUTIONS IF DESIRED]

Signed: .....  
Name: .....  
Position: .....  
Dated: .....

This notice must be returned to Connected Libraries Ltd ACN ..... at:  
[ADDRESS/EMAIL ADDRESS/FAX No]  
by [TIME] on [DATE]  
[INSERT SPECIFIC DETAILS ENSURING THAT THE TIME IS 48 HOURS BEFORE THE TIME  
FOR THE MEETING]

## **Library Agreement:**

**Connected Libraries Ltd**  
**ACN ###**

**and**

**Casey City Council**  
**ABN 43 320 295 742**

**and**

**Casey Cardinia Library**  
**Corporation**  
**ABN 38 577 892 449**



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## Part A – Details

Party details	Connected Libraries Ltd Details	
	<b>Connected Libraries Ltd</b> ACN ### of Locked Bag 2400, Cranbourne VIC 3977 <b>(CL)</b>	Representative: Chief Executive Officer, Beth Luppino  Email: <a href="mailto:beth.luppino@connectedlibraries.org.au">beth.luppino@connectedlibraries.org.au</a>
	Council Details	
	<b>Casey City Council</b> ABN 43 320 295 742 of Bunjil Place, 2 Patrick Northeast Drive, Narre Warren VIC 3805 <b>(Casey Council)</b>	Representative: Chief Executive Officer, Glenn Patterson  Email: <a href="mailto:g.patterson@casey.vic.gov.au">g.patterson@casey.vic.gov.au</a>
	CCLC Details	
	<b>Casey Cardinia Library Corporation</b> ABN 38 577 892 449 of Locked Bag 2400, Cranbourne VIC 3977 <b>(CCLC)</b>	Representative: Chief Executive Officer, Beth Luppino  Email: <a href="mailto:beth.luppino@cclc.vic.gov.au">beth.luppino@cclc.vic.gov.au</a>

### RECITALS

- A. In 1996, Casey Cardinia Library Corporation ABN 38 577 892 449 (**CCLC**) was established according to an agreement between Casey City Council ABN 43 320 295 742 (**Casey Council**) and Cardinia Shire Council ABN 32 210 906 807 (**Cardinia Shire**), pursuant to section 196 of the *Local Government Act 1989* (Vic). The purpose of the Original Library Corporation was to provide library and related services within the LGAs of Casey Council and Cardinia Shire (**the Library Service**).
- B. On 30 November 2022, Cardinia Shire withdrew from CCLC (and, accordingly, from the Library Service), leaving Casey Council as the sole member of CCLC.
- C. Section 330(4) of the *Local Government Act 2020* (Vic) requires that CCLC, as an existing regional library corporation, must be wound up by 1 July 2031.
- D. Section 110(1) of the *Local Government Act 2020* (Vic) allows for one or more Councils to participate in any of the following beneficial enterprises:
  - (a) becoming a member of a corporation;
  - (b) participating in the formation of a corporation, trust or other body;

- (c) acquiring shares in a corporation, trust or other body; or
  - (d) entering into a partnership or joint venture with any other person or body.
- E. Therefore, on [insert date], Casey Council resolved to apply section 110 of *the Local Government Act 2020* (Vic) to establish the Company as a new not-for-profit, charitable public library organisation, registered as a company limited by guarantee under the *Corporations Act 2001* (Cth).
- F. The Company is established as a beneficial enterprise to succeed CCLC and to operate the Library Service previously operated by CCLC. To that end, the Constitution of the Company sets out the following charitable objects of the Company:
- (a) to operate library branches and provide library services to and within the Member Councils, and to provide similar services to other Councils, Beneficial Enterprises or library corporations;
  - (b) to provide other services, resources, digital services and programs aimed at meeting the information, recreational, educational, placemaking, business, economic and cultural needs of the diverse communities of the Member Councils and other communities to whom the Company provides services (if any) in an equitable, effective, efficient, responsive and forward-looking manner in accordance with these objects and the values and objectives as determined by the Board;
  - (c) to act as trustee and to perform and discharge the duties and functions incidental to acting as a trustee where this is incidental or conducive to the attainment of these objects; and
  - (d) to do such things as are incidental or ancillary to the attainment of these objects.
- G. Casey Council, the Company and CCLC now enter into this Agreement to record their agreed terms for:
- (a) The initial contribution and transfer of assets, licences, operations and activities from CCLC to the Company;
  - (b) Financial and other contributions by Casey Council to the Company;
  - (c) The services to be provided by the Company to Casey Council; and
  - (d) Other matters that are relevant to the relationship between the parties.

## Part B – Signing Page

### Executed as an Agreement

<b>EXECUTED BY CASEY CITY COUNCIL</b> by being signed by the persons authorised to sign on behalf of the Council	<b>EXECUTED BY CONNECTED LIBRARIES LTD</b> by being signed by the persons authorised to sign on behalf of the Company
<b>Signature of duly authorised person</b>	<b>Signature of duly authorised person</b>
Chairperson	Chair Administrator
<b>Role</b>	<b>Role</b>
<b>Signature of duly authorised person</b>	<b>Signature of duly authorised person</b>
Chief Executive Officer	Chief Executive Officer
<b>Role</b>	<b>Role</b>
<b>Date</b>	<b>Date</b>

<b>THE COMMON SEAL of CASEY CARDINIA LIBRARY CORPORATION ABN 38 577 892 449</b> is fixed in accordance with a resolution made by CCLC on [REDACTED] in the presence of its duly authorised persons:
<b><i>Signature of duly authorised person</i></b>
<i>Chairperson</i>
<b><i>Role</i></b>
<b><i>Signature of duly authorised person</i></b>
Chief Executive Officer
<b><i>Role</i></b>
<b><i>Date</i></b>

# Part C – Terms and Conditions

## 1. Term

- A. This Agreement will commence on the Commencement Date and continues to be binding on Casey Council while it remains a member of the Company and, insofar as is relevant and appropriate in respect to continuing obligations, after it has ceased to be a member of the Company.

## 2. Purpose and Objectives

- A. The purpose of this Agreement is to govern the relationship between the Company and Casey Council:
- (a) in order for the Company to, without limitation:
    - (i) provide resources and programs to promote literacy, provide free access to information, encourage a culture of lifelong learning and contribute to positive socio-economic outcomes across the community in an equitable, effective, efficient, responsive and forward-looking manner in accordance with the values and objectives set out in any applicable Library Plan;
    - (ii) provide or ensure the provision of, subject to any Service Level Agreement or any conditions attached to any State Government library subsidies and grants to the Company or Casey Council, a quality, customer-focused library service for the Casey Council LGA;
    - (iii) provide Additional Services;
    - (iv) comply with by-laws relating to the Company;
    - (v) perform any other functions which are conferred on the Company under this Agreement or the Act including defining overall policy objectives, developing strategic policy and a Financial Strategy, developing a Library Plan, developing an Annual Budget and preparing an Annual Report;
    - (vi) tender for the provision of services and monitor contracts under which services are provided; and
    - (vii) to do all things necessary or expedient in accordance with this Agreement and the Act for the carrying out of its functions.
  - (b) including with respect to:
    - (i) Casey Council's initial contribution and transfer of Founding Council Assets to the Company; and
    - (ii) Casey Council's ongoing support and contribution to the Company of certain sums of money annually.
- B. In the event of an inconsistency between this Agreement and the Constitution, this Agreement shall take precedence to the maximum extent permitted by law.
- C. Casey Council will act, and execute such further instruments, consents and make such decisions and vote on resolutions of meetings of the Company and exercise its powers of appointment to the Board, so as to give full effect to the provisions of this Agreement.
- D. The Company acknowledges that Casey Council has agreed to regulate its conduct in accordance with this Agreement. The Company will conduct its business and affairs by ensuring that it will act on lawful resolutions and directions given by Casey Council in accordance with this Agreement in respect of any matter which is governed or regulated by this Agreement.
- E. CCLC joins this Agreement to record the transfer of its assets and liabilities to the Company in accordance with the provisions of this Agreement.

## 3. Board of the Company

- A. The parties acknowledge and agree that the primary objective of the Board is to achieve the best library service outcomes now and into the future for the communities of the Member Councils within the context of the Member Councils' available resources and competing demands.
- B. Without limiting the duties and responsibilities of the Board at law and in accordance with the Constitution, the role of the Board generally is to:

- (a) ensure that the library services provided by the Company are provided in accordance with the Library Plan, Strategic Resource Plan and Annual Budget;
- (b) provide leadership by establishing the Company's strategic objectives and monitoring their achievement against pre-determined service levels and Key Performance Indicators;
- (c) maintain the sustainability and viability of the Company by ensuring that resources are managed in a responsible and accountable manner;
- (d) identify and consider the economic and financial consequences of its deliberations;
- (e) advocate on behalf of the library service to other key stakeholders in business, community and government;
- (f) act as a responsible partner of the Member Councils by taking into account the aspirations and needs of the community;
- (g) ensure that the library service continues to contribute to the social value of the community; and
- (h) determine on an annual basis as part of the budget process, the requirement for provision of an internal audit function.

#### **4. Assets and Operating Costs**

##### Premises

##### **A. Each party acknowledges and agrees that:**

- (a) as at the Commencement Date, the Company occupies, or will occupy each Premises (as set out in Schedule 1);
- (b) the Company's occupancy of each Premises may be subject to a separate agreement between Casey Council and the Company as agreed from time to time, that sets the obligations and the responsibilities of each party including, without limitation, in respect of costs;
- (c) where the Company agrees to assume responsibility for specific maintenance, repair, replacement and/or operating costs of a Premises or Casey Council wishes to add a new or change an existing Premises; the Company and Casey Council shall negotiate in good faith a change to Casey Council's annual contribution to the Company to reflect the specific addition, change, maintenance, repair, replacement and/or operating costs as applicable; and
- (d) the Company shall, unless otherwise agreed by the Board, be responsible for its own operating costs.

##### Initial Contribution of Assets

- B. Casey Council records that CCLC holds or has the use of assets provided by or obtained for the benefit of libraries operated by CCLC within the Casey Council LGA.**
- C. The parties record that:**
  - (a) CCLC holds the Founding Council Assets set out in Schedule 2 for the use of library branches within the LGA of Casey Council; and
  - (b) Casey Council has made available to CCLC the Premises set out in Schedule 1 for the purpose of operating the library branches.
- D. Legal title and ownership of Founding Council Assets held by CCLC as at the date of incorporation of the Company shall be deemed to be transferred to the Company upon the incorporation of the Company [or insert such later date if preferred e.g. 1 July 2025], and the parties shall do all things reasonably necessary to effect the transfer of such assets.**
- E. The Company shall assume the rights and responsibilities of CCLC with respect to the Premises at the date of incorporation of the Company [or insert such later date e.g. 1 July 2025].**

#### Future Contributions of Assets

- F. Casey Council may make a Specific Contribution of assets to the Company at any time.
- G. Subject to any specific agreement at the time of Casey Council making the Specific Contribution, the Company shall utilise the Specific Contribution for the benefit of libraries within the LGA of Casey Council.

#### General Provisions Relating to Assets

- H. The Company will hold and have the benefit and use of Council Assets for the purpose of providing library services to Casey Council in accordance with this Clause 4.
- I. During the Term of this Agreement, the Company must maintain a register of:
  - (a) the Assets held by the Company, including their net asset value and location; and
  - (b) the register maintained by the Company in accordance with this clause, must be:
    - (i) updated within three (3) months of the end of each financial year; and
    - (ii) audited and included in the Annual Budget and accounts.
- J. Casey Council must, unless otherwise agreed by the Board, give not less than 12 months' notice in writing to the CEO of its intention to withdraw Council Assets or Premises used by the Company to provide library services.
- K. Subject to sub-clause J, nothing in this Agreement generally requires Casey Council to continue to provide the Premises, Council Assets or services to the Company as at the Commencement Date or subsequently, nor restricts Casey Council from adding to, changing or withdrawing any of the Premises, Council Assets or services provided to the Company.
- L. Where Casey Council adds to, changes or otherwise withdraws any of the Premises or Council Assets provided to the Company and that leads to excess staff, then Casey Council will be liable for the redundancy costs for excess staff (whether deployed in library branches, the administration of the Company or otherwise).
- M. The Company must use best endeavours to redeploy the affected staff within the Company.

### **5. Strategic Planning**

- A. On or before 1 May each year during the Term, the CEO must provide the Council with a copy of the Company's proposed:
  - (a) Library Plan; and
  - (b) Strategic Resource Plan,as endorsed by the Board.
- B. The Company must not deviate from any plan approved in writing by Casey Council without first obtaining the Council's prior written approval.
- C. Subject to sub-clause D, the Company must adopt a Library Plan and Strategic Resource Plan on or before 1 July each year during the Term.
- D. The Company shall not adopt a Library Plan or Strategic Resource Plan which has not been approved in writing by Casey Council, unless Casey Council has not provided approval or specified its objections by 1 June, in which case the Company may adopt a Library Plan and Strategic Resource Plan on or before 1 July.

### **6. Annual Budget**

- A. By 15 December each year during the Term of this Agreement, the CEO will provide formal advice to Casey Council of the expected contribution and draft budget for the next financial year, to inform budget planning.



- B. On or before 28 February each year during the Term of this Agreement, the CEO must provide Casey Council with advice on the expected contribution in the draft Annual Budget and if required will propose an alternative amendment.
- C. The proposed Annual Budget shall be developed in accordance with general accounting principles and include:
  - (a) current financial statements showing assets and liabilities, including funds held by the Company;
  - (b) the amount of the proposed contribution of Casey Council to the Company for the financial year commencing 1 July;
  - (c) the amount of funds expected to be received by the Company from any other sources for the financial year commencing 1 July;
  - (d) the amounts and expenses payable by the Company, including under contracts with service providers who have successfully tendered to provide services to the Company for the financial year commencing 1 July.
- D. The Company shall endeavour, within two days following the April Board meeting (but no later than 30 April) each year, to provide Casey Council with a draft copy of the Company's proposed Annual Budget as endorsed by the Board.
- E. On or before 1 June each year during the Term of this Agreement, Casey Council will advise the Company of its expected contributions to the Annual Budget and, if appropriate, may provide a response and/or propose a variation to the Annual Budget to the Company in writing.
- F. The Board must not adopt an Annual Budget or a revised Annual Budget, which has not been approved by a resolution made at an ordinary meeting or special meeting of Casey Council, unless Casey Council has not provided approval or specified its objections by 22 June each year during the Term, in which case the Company may adopt an Annual Budget or revised Annual Budget.

## **7. Annual Financial Contributions by Casey Council**

- A. The financial contributions by Casey Council in any given year shall be calculated with the purpose of covering the ongoing operational costs of the Company, other than operational costs that can be funded by revenue generated by the Company or obtained by the Company through other external funding.
- B. The amount to be contributed to the Company by the Council each year during the Term, shall be the sum of:
  - (a) the amount specified in the Company's adopted Annual Budget;
  - (b) all State Government library subsidies and grants received by Casey Council (or paid directly to the Company) for library services;
  - (c) funds received by Casey Council from any other sources for library services to be provided by the Company; and
  - (d) any additional contributions necessary for the provision of Additional Services to Casey Council.
- C. Casey Council's financial contribution to the Company under this Clause 7 shall, subject to the receipt by Casey Council of a valid tax invoice and anything to the contrary in an adopted Annual Budget, be paid in equal monthly instalments by the 15<sup>th</sup> day of each month during the Term.
- D. If the Annual Budget has not been adopted before 1 July each Year during the Term of this Agreement, then the monthly payment shall be the same amount as the last month of the previous financial year. Once the Annual Budget has been adopted, the next monthly payment after the adoption shall include any adjustment necessary to ensure the year to date instalments meet the agreed year to date contribution levels for the adopted Annual Budget.
- E. All other Council contributions received by Casey Council under Clause 7(B)(c) shall be paid to the Company within one month of receipt of the monies by Casey Council, or as otherwise agreed.

- F. Casey Council shall be responsible for the Company's costs in providing any Additional Service or resources requested by the Council under Clause 7(B)(d) and such costs are to be paid within 30 days of Casey Council receiving a valid invoice from the Company, or as otherwise agreed.
- G. Interest shall be paid on any amount payable under Clause 7(B)(a), which is not received by the CEO within 14 days of the due date at the rate fixed by the Governor in Council for the purposes of section 172 of the Local Government Act and calculated monthly from the date the amount became due until the date it is received by the CEO.

## **8. Annual Reporting and Accounts**

- A. The CEO shall provide Casey Council with the Company's Annual Report, including audited financial statements, within three (3) months of the end of each financial year.
- B. The CEO shall endeavour to forward relevant preliminary information to Casey Council that underpins the Council's draft financial statements by 10 August each year during the Term of this Agreement.
- C. The Company must provide Casey Council with quarterly financial reports which include an operating statement reporting the Company's performance to budget and any other Key Performance Indicators as detailed in the Library Plan, Strategic Resource Plan, Annual Budget and/or any Service Level Agreement.

## **9. Exit of Casey Council**

- A. Casey Council must, unless otherwise agreed by the Board, give not less than twelve (12) months' notice in writing to the CEO of its intention to withdraw from this Agreement.
- B. If Casey Council has given notice under clause 15.1, it must, unless otherwise agreed by the Company, withdraw from this Agreement on 30 June in any year.
- C. If Casey Council withdraws from this Agreement while it is the sole Member of the Company, the assets held by the Company will be dealt with in accordance with the Constitution and any applicable law or regulation.
- D. The Company may charge to Casey Council its reasonable substantiated costs associated with complying with any direction given by Casey Council under this Clause, which shall include but are not to be limited to:
  - (a) redundancy costs for excess employees (whether deployed in library branches, the administration of the Company or otherwise);
  - (b) where contracts for goods and services are affected, the full cost of any additional payments for variations to contractual arrangements resulting from the withdrawal; and
  - (c) any other liabilities, including contingent liabilities, of the Company that arise in connection with such withdrawal.

## **10. Dispute Resolution**

- A. If any Dispute arises under this Agreement, the parties will follow the dispute resolution procedure set out in the Constitution.

## 11. General

### Notices

- A. Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Agreement must be:
- (a) in writing
  - (b) signed
  - (c) left at the address of the party as stated in the Details and updated from time to time, sent by prepaid ordinary post, sent by email, or given in any other way permitted by Law.
- B. Notices, certificates, consents, approvals, waivers and other communications take effect from the time they are received unless a later time is specified.

### Amendment

- C. An amendment to this Agreement has no effect unless it is in writing and signed by all parties to the Agreement.
- D. The transfer of Council Assets to, or the making of additional Premises available for the use of the Company pursuant to clause 4, will not constitute an amendment to this Agreement.

### Counterparts

- E. This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

### Costs

- F. Each party must pay its own costs in respect of this Agreement and the documents and transactions contemplated by this Agreement.

### Severance

- G. A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement shall continue in force.

### No waiver

- H. A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

### Governing Law

- I. This Agreement is governed by the law applicable in Victoria, Australia, and each party submits to the non-exclusive jurisdiction of the courts of Victoria.

### Relationship to other agreements

- J. This Agreement must be read in conjunction with the Constitution, any attachments, policies, local laws, Service Level Agreements or other documents, howsoever described, which are issued, created or amended from time to time and incorporate, or are referable to (whether express or implied), the terms of this Agreement.

## 12. Interpretation

A. In this Agreement unless the contrary intention appears:

**Additional Service** means any additional or ancillary services provide to the Council which does not form part of the Company's Ordinary Business of providing library services to the Council and which is identified as an additional service by a resolution of the Board.

**Agreement** means this agreement, as may be amended from time to time, and includes any schedule or annexure to it.

**Annual Budget** means the annual budget prepared by the Company in accordance with clause 13.

**Annual Report** means annual report prepared by the Company in accordance with clause 15.

**Beneficial Enterprise** has the meaning given to that term in section 110 of the *Local Government Act 2020* (Vic).

**Board** means the board of the Company.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

**Company** means Connected Libraries Ltd (ACN ###), 65 Berwick-Cranbourne Road, Cranbourne, VIC 3977.

**Company Assets** means the Company assets owned and used by the Company to provide library services, as set out in Schedule 2, and updated from time to time in accordance with this Agreement, but excludes any Premises.

**Casey Council** means Casey City Council ABN 43 320 295 742 of Bunjil Place, 2 Patrick Northeast Drive, Narre Warren VIC 3805.

**CEO** means the Chief Executive Officer of the Company.

**Commencement Date** means [TBC]

**Constitution** means the Constitution for the Company, as varied from time to time.

**Founding Council Assets** means the assets owned by the Founding Council and on and following the formation the Company, used by the Company to provide library services, but excludes any Premises.

**Details** means Part A – Details.

**Dispute** means any dispute, grievance, disagreement or difference between the Council and the Company which arises out of or in connection with this Agreement.

**Key Performance Indicator** or **KPI** means any key performance indicator relating to the services provided by the Company, or as otherwise agreed or amended between the parties from time to time.

**Law** means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, and includes common law and the principles of equity, the guidelines and requirements of Regulatory Authorities and any industry codes of conduct applicable to either party or the activities performed under this Agreement, as in effect and applicable from time to time.

**LGA** means Local Government Area.

**Library Plan** means the library plan prepared by the CEO in consultation with the Council, containing the statement of the corporate direction of the Company during a rolling four (4) year period and including the Company's objectives, strategies, strategic indicators for monitoring the achievement of objectives aligned to Council's strategic documents, and any other information reasonable required by the Council or Law.

**Local Government Act** means the *Local Government Act 2020* (Vic).

**Member Councils** means the Member Council(s) and any other body corporate who is, or who is registered as, a member of the Company pursuant to the Constitution of the Company.

**Ordinary Business** means the provision of 'business as usual' library services to the Member Councils as determined by the Board, that is not considered by the Board, acting reasonably, to be an Additional Service or special project.

**Premises** means each library branch or administrative property owned or rented by the Member Councils and occupied by the Company for the purpose of the Company operating library branches, as set out in Schedule 1

**Regulatory Authority** means any court or government body, including any political subdivision thereof, including any ministry, department, commission, board, tribunal, bureau, agency, or other regulatory, administrative, monetary, fiscal, judicial or governmental authority or instrumentality, and further including any semi-governmental or quasi-governmental person or entity exercising the functions of any of these.

**Service Level Agreement** means any service level agreement entered into by the Member Councils and the Company containing minimum service levels and KPIs agreed by the parties from time to time, that the Company must achieve when performing a service.

**Specific Contribution** means specific contributions made to the Company by a Member Council for the benefit of libraries and library branches within the LGA of that Member Council.

**Strategic Resource Plan** means any strategic resource plan prepared by the CEO in consultation with the Member Councils in accordance with the section 126 of the Act, containing:

- (a) a program for the delivery of services by the Company for rolling 4 years periods and identifies the financial and other resource requirements of the Company; and
- (b) asset replacement plan aligned with the term of the Library Plan.

B. In this Agreement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (d) a reference to time is to Victoria, Australia time;
- (e) a reference to a party includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Agreement or any part of it;
- (j) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (k) headings are for ease of reference only and do not affect interpretation.

# Schedule 1 – Premises

Library	Street Address	Suburb	State	Postcode	Asset Number
Bunjil Place Library	2 Patrick Northeast Drive	Narre Warren	VIC	3805	#B214
Cranbourne Library	Casey Complex 65 Berwick-Cranbourne Road	Cranbourne	VIC	3977	#B42
Cranbourne West Library Lounge	Cranbourne West Community Hub 4 Flicka Blvd	Cranbourne West	VIC	3977	XXX
Doveton Library	28 Autumn Place	Doveton	VIC	3177	#B98
Endeavour Hills Library	10 Raymond McMahon Blvd	Endeavour Hills	VIC	3802	#B117
Hampton Park Library	26 Stuart Ave	Hampton Park	VIC	3976	#B146
the Company Administration Office	Casey Complex 65 Berwick-Cranbourne Road	Cranbourne	VIC	3977	#B42
<b>Library Lockers</b>					
Cranbourne West Community Hub	4 Flicka Blvd	Cranbourne West	VIC	3977	
Manna Gum Family and Community Centre	2-16 Calgary Way	Clyde North	VIC	3978	
Orana Community Place	16-18 Playwright Street	Clyde North	VIC	3978	

## Schedule 2 – Founding Council Assets Register

DRAFT

## OFFICERS REPORTS

### CL34/2024 FINANCE

*Report prepared by Emily Ramaswamy*

#### Purpose

To provide the Board an update on Connected Libraries' financial performance as at 31 July 2024.

CL Library Plan reference – 4.5, 4.6

#### Discussion

##### Income Statement Month Ended 31 July 2024

	Total Budget 2024-25	Budget YTD July 2024	Actual YTD July 2024	Variance	% Actual Vs Budget
Income					
Council Contributions	7,053,833	586,153	586,153	0	0.0%
Government Grants	2,175,404	0	0	0	
Interest on Investments	118,000	11,500	13,108	1,608	14.0%
Other Income	108,995	7,688	5,564	(2,124)	(27.6%)
Total Income	9,456,232	605,341	604,825	(516)	(0.1%)

##### Expenditure

Employee Costs	6,895,239	531,491	529,603	1,888	0.4%
IT & Communications	570,000	37,042	36,954	88	0.2%
Library Materials	363,600	172,219	166,754	5,464	3.2%
Promotions & Marketing	112,900	7,351	3,538	3,813	51.9%
Administration	457,309	36,182	35,304	878	2.4%
Depreciation	1,070,521	85,379	85,379	0	0.0%
Total Expenditure	9,469,569	869,664	857,533	12,131	1.4%
Net Gain(loss) disposal of plant & equip	0	0	0	0	
Net result for the reporting period	(13,337)	(264,323)	(252,708)	11,615	4.4%

#### Income

##### Interest on Investments

Additional surplus from 2024 Financial Year has enabled an additional term deposit during July, resulting in higher than budgeted interest revenue for the month. Additional revenue produced during the year due to interest rate fluctuations and variances in the timing of State Government funding will offset any possible shortfalls in other revenue.

##### Other Income

Small shortfall during July attributed to Donations and Meeting Room Hire.

#### Expenditure

##### Employee Costs

Small variances each month are to be expected due to movements in leave provisions and any unfilled shifts that are not backfilled during the month.



**CONNECTED LIBRARIES BOARD MEETING**  
**Wednesday 28 August 2024**

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Promotions & Marketing

Small shortfall due to the timing of invoices and marketing campaign, actuals will line up with budget in the coming months.

<b>Capital Expenditure Month Ended 31 July 2024</b>	<b>Total Budget 2024-25</b>	<b>Budget YTD July 2024</b>	<b>Actual YTD July 2024</b>	<b>Variance</b>	<b>% Actual Vs Budget</b>
Library Materials	1,089,680	209,028	213,656	(4,629)	(2.2%)
Motor Vehicles	60,800	0	0	0	0.0%
Furniture & Equipment	160,662	15,000	15,623	(623)	(4.2%)
Capital Exp. for the reporting period	1,311,142	224,028	229,279	(5,252)	(2.3%)

**Capital Expenditure**

Library Materials

Underspend in Library Materials is due to timing of suppliers and release dates of new titles. CL will continue to see small variances through the year.

Furniture & Equipment

Underspend in Equipment is timing related. Agreement made with City of Casey in July will see Furniture & Equipment \$20,000 overspent at the end of the year, as CL is now managing furniture requirements of the branches and invoicing Casey for this budget line.

**Bank Reconciliation**

A Bank Reconciliation is available on request.

**FY2024 Audit**

VAGO have confirmed that the final visit is to occur 30 September – 4 October 2024. A blanket extension for submission of 2024 Annual Report has been granted for all RLC's until October 25. Note Connected Libraries final Audit Strategy is attached for reference.

**Conclusion**

Connected Libraries is managing the current environment with measured financial decisions.

Connected Libraries is in a sound financial position.

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**RECOMMENDATIONS**

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- 1. That the Finance Report be noted.**



# Casey-Cardinia Library Corporation

## **Audit Strategy Memorandum For the financial year ending 30 June 2024**

Presented to the board meeting on 24 April 2024

## Background

I enclose for your information the audit strategy memorandum (ASM) for the year ending 30 June 2024.

The ASM provides an overview of our planned approach to the annual audit of the financial report of the Casey-Cardinia Regional Library Corporation. This document covers matters we believe to be significant in the context of our work. This ASM was discussed at the board meeting on 24 April 2024.

## Acknowledgement

I also take this opportunity to thank your executive team and staff for the time they made available to us during the planning phase of our audit.

Yours sincerely

A handwritten signature in black ink, appearing to read 'T. Derricott' with a stylized flourish at the end.

Travis Derricott  
*Sector Director, Financial Audit*

Melbourne  
21 May 2024

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# Introduction

## Purpose of the audit strategy memorandum

This document outlines our planned approach to the audit of the Casey-Cardinia Regional Library Corporation financial report for the financial year ended 30 June 2024.

It is a key document for us to communicate with those charged with governance and management.

This document should be read in conjunction with our engagement letter addressed to Chair (dated 19 February 2024) and Chief Executive Officer (dated 18 August 2022).

## Scope and purpose of the audit

### Financial Report

The *Audit Act 1994* requires the Auditor-General to

- form an opinion on whether your financial report presents fairly in accordance with the *Local Government Act 1989* and the Local Government (Planning and Reporting) Regulations 2014 and the Australian accounting standards and to provide an audit report to you
- provide a copy of the auditor's report to
  - the Minister responsible for your financial report, and
  - the Assistant Treasurer where we provide a modified audit opinion, or where the Auditor-General directs.

## Independence

The Auditor-General is:

- an independent officer of the Victorian Parliament
- appointed under legislation to examine on behalf of parliament and taxpayers, the management of resources within the public sector
- not subject to the control or direction of either parliament or the government.



# Planned audit approach

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## Risk identification and assessment



We understand your entity and its environment to:

- set materiality
- identify material transactions, balances, disclosures, and significant events
- identify and assess risks of material misstatement and the controls in place to mitigate these risks
- develop our audit strategy, including scope, timing, and direction of the audit—refer to **Appendix A** for the details of our planned approach.

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## Risk Response



We choose and execute procedures to obtain audit evidence. This may include:

- testing key manual and application controls
- performing substantive testing of transactions and balances
- substantive analytical procedures
- reliance on the work of others and specialist experts
- use of data analytics.

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## Reporting



We report:

- in our interim and final management letters, observations, and our recommendations to improve your internal controls and other identified deficiencies
  - in our closing report, the outcome of our audit, informing you of financial reporting matters that are not related to internal controls
  - our audit opinion in our audit report.
-

# New and emerging developments



## Entity specific Developments

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### Local Government Act 2020

The *Local Government Act 2020*, namely section 330(4), requires an existing regional library corporation to be wound-up in accordance with section 197G of the *Local Government Act 1989* before the expiry of the period of 10 years after the commencement of section 110.

A Council that is a member of an existing regional library may cease to be a member of that existing regional library before it is wound up.

The Library is dependent on contributions from its member Council, Casey City Council, to carry out its daily activities.

It is our understanding that there is no short plan to wind-up the Library or for the existing member Council to cease their membership and financial contribution to the corporation.

We will continue to monitor developments and should the situation change, we'll revisit our planned audit approach.

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### Transition to beneficial enterprise and legal name change

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The Library has engaged lawyers to start the work on transition to a beneficial enterprise (a Company Limited by Guarantee) during FY24. This progress may take approximately eighteen months. Once the transition is completed, the legal name of the Library will be changed to Connected Libraries Ltd, with a trading name of Connected Libraries.

We will continue to monitor the progression in relation to the transition and consider the impact on the audit.

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# Key risks and areas of audit focus

## Financial Statements

We identified that the following financial statement balances / disclosures / areas pose a higher risk of material misstatement to your financial report. We will focus particular audit attention to these areas. In addition, we will perform procedures to obtain sufficient appropriate audit evidence on other material classes of transactions, balances, and disclosures in your financial report to obtain assurance that they are fairly presented.

Key risk of material misstatement	New in 2023-24	Why we think it is of higher risk	Our proposed audit response	Significant judgements
1. Outsourced accounting function (payroll and purchasing)	No	<p>Outsourced purchasing and payroll functions require that there are appropriate management oversight and monitoring of the third-party provider's activities.</p> <p>There is a risk that purchases, salary expenditure and employee entitlement liabilities may not be complete and accurate.</p> <p>Material errors may occur due to ineffective of insufficient monitoring or preventative controls at the Library.</p>	<p>We will:</p> <ul style="list-style-type: none"> <li>→ review the effectiveness of monitoring controls over the accuracy and completeness of the purchasing and payroll processing undertaken by Casey City Council on behalf of the Library and</li> <li>→ perform an analytical review and substantiate any variances</li> <li>→ perform cut-off testing.</li> </ul>	Yes

# Materiality

We use our professional judgement to decide what is material by considering qualitative and quantitative factors.

We use materiality to make judgements about the:

- balances and disclosures that require detailed audit attention
- amount of audit work we perform
- effect of misstatements.

We start with an overall materiality for the financial report. Our view is that uncorrected errors above this amount, either individually or in aggregate, would mislead the users of the financial report.

For our audit we use amounts less than overall materiality, to reduce the probability that the aggregate of uncorrected and undetected misstatements exceeds overall materiality. We call this ‘performance materiality’. We will need you to correct any errors above performance materiality before we issue our opinion.

We will not need you to correct any errors that are clearly trivial—an amount below which we judge those misstatements are of no quantitative consequence. If we identify such misstatements, we will not communicate these to you.

We will reassess materiality before providing our audit opinion. Our planning materiality levels are shown in the table.

Description	Benchmark^	Amount (\$'000s)
Overall materiality	5% of total expenses	462
Performance materiality	50% of overall materiality	231
Clearly trivial threshold	5% of performance materiality	12

Note: ^materiality based on 2023-2024 budget

# Other responsibilities

Refer to our engagement letter for a complete list of responsibilities.

## Internal control

Management is responsible for maintaining suitable accounting records and designing and operating internal controls that prevent and detect fraud and error.

The control environment is an integral part of the governance framework. It represents management's commitment to establishing and executing well-controlled business operations. Our ability to rely on systems of control is directly related to how effective we assess they are.

Our preliminary assessment of your control environment is that it supports our reliance on your internal systems of controls.

We will promptly write to those charged with governance on significant internal control deficiencies that come to our attention during the audit.

## Fraud

During our audit we ask those charged with governance, management, and others to identify any known instances of fraud. We also make enquiries to understand where you consider fraud risks are and if you have any knowledge of actual or suspected fraud. This includes considering the risk of management override of controls. Our audit is not designed to detect fraud. However, should instances of fraud come to our attention, we will report them to you.

## Suspected corrupt conduct

The *Audit Act 1994* requires us to notify the Independent Broad-based Anti-corruption Commission (IBAC) where we become aware of any matter during our audit that we reasonably suspect involves corrupt conduct occurring or having occurred. If we need to notify IBAC, this will override the existing confidentiality provisions in the *Audit Act 1994*.

## Waste, probity, and financial prudence

If we become aware of any wastage of public resources or any lack of probity and financial prudence in the management or application of public resources, we will report it to management and/or Parliament via our reports.

# Audit timetable

Milestone	Date	Responsibility
Planning of our audit commences	23 February 2024	VAGO and Management
Draft audit strategy discussed at the board meeting	24 April 2024	VAGO and Management
Interim audit commences	23 May 2024	VAGO and Management
Draft financial report submitted to audit after internal quality assurance by management	30 September 2024	Management
Final audit commences	30 September 2024	VAGO and Management
Closing meeting with auditors	October 2024	VAGO and Management
Closing report discussed at the board meeting	23 October 2024	VAGO and Management
Financial report adopted and signed by governing body	23 October 2024	Management
Independent Auditor's Report signed*	25 October 2024	VAGO
Annual report printers proof provided to audit for review	October/November 2024^	Management
Final management letter issued by	October/November 2024~	VAGO

*Note:* ^ to be confirmed

*Note:* \* date subject to VAGO receipt of signed financial report and management representation letter

*Note:* ~ to be issued no later than four weeks from date of audit report

The emergence of the COVID-19 pandemic has changed the way we undertake our audit delivery. In 2023, we released our Better Normal: a new way of working together information sheet that explained our hybrid model we now work under. This model involves engaging with you remotely, using either Microsoft Teams or your organisation's preferred platform, in addition to interacting in-person when it matters most (for high-value and high-impact collaboration), relative to your audit's circumstances (for example, if we need to work with you on a highly sensitive or contentious audit matter). Please ask your Sector Director for a copy of this information sheet if you require a refresh.

# Fees and key contacts

## Fees

We will advise you of the estimated audit fee in a separate letter.

Fees are based on our planned audit approach and will be billed progressively based on work complete.

Fees are subject to change if the scope, volume, or complexity of the audit changes.

Fees may change if agreed milestones are not met such as limited availability of key finance staff to assist the audit process.

## Key contacts

### Signing officer

Travis Derricott

Sector Director, Financial Audit

[travis.derricott@audit.vic.gov.au](mailto:travis.derricott@audit.vic.gov.au)

(03) 8601 7063 or 0409 149 542

### Engagement leader

Lee Blashki

Manager

[lee.blashki@audit.vic.gov.au](mailto:lee.blashki@audit.vic.gov.au)

0428 186 807

### Team leader

Anoja Bandara

Assistant Manager

[anoja.bandara@audit.vic.gov.au](mailto:anoja.bandara@audit.vic.gov.au)

0459 854 488

# Other information

## Financial reporting updates



### Financial reporting alerts

There are no major changes to accounting standards for 2023-24.

Minor amendments to AASB 101 *Presentation of Financial Statements* encourage financial report preparers to consider the adequacy of financial reporting disclosures:

- entities must disclose material as opposed to 'significant' accounting policies. Examples of circumstances when accounting policies are likely to be considered material to the financial statements are detailed in AASB 101 paragraph 117B.
- clarification that disclosure on how your entity has applied the accounting standards to their own circumstances is more useful than copying the requirements of the accounting standards.

Please refer to VAGO's financial reporting alerts on our [website](#) covering the latest significant accounting developments and guidance for public sector entities.

## Reports to Parliament



### Results of Financial Audits

VAGO will table two reports summarising the results of the 2023-24 financial audits:

- *Auditor-General's Report on the Annual Financial Report of the State of Victoria: 2023-24* (covering all sectors other than local government). We expect to table this report in November 2024.
- *Local Government: Results of the 2023-24 Audits*. We expect to table this report by the end of 2024.



Performance Audits

- A list of performance audits in progress are on [our website](#).
- Details of planned performance audits are in our [Annual Plan](#).

Key VAGO links and resources



[VAGO's website](#)

[VAGO's role](#)

[Reports and Publications](#)

[Information privacy](#)

[Transparent Report](#)

[Complaints about VAGO](#)

[Public Sector Perspectives](#)

[Improving Public Sector Financial Reporting: Power of streamlining](#)

# APPENDIX A

## Planned audit approach

Material component (\$million)	Inherent risk assessment* (Likely/Possible /Unlikely)	Controls reliance* (Yes/Partial/No)	Planned internal audit reliance (Yes/No)	Residual risk of material misstatement* (High/Moderate/ Low/Negligible)	Planned reliance on substantive audit procedures (High/Moderate/ Low/Negligible)
<b>Revenue and Income</b>					
Contributions – Monetary Member Councils	Unlikely	No	No	Low	Low
Contributions – Monetary Government	Unlikely	No	No	Low	Low
<b>Expenses</b>					
Employee costs	Possible	No	No	Moderate	Moderate
Material and services	Unlikely	No	No	Low	Low
Depreciation and amortisation	Unlikely	No	No	Low	Low
Other expenses	Unlikely	No	No	Low	Low
<b>Assets</b>					
Cash and cash equivalents	Unlikely	No	No	Low	Low
Other financial assets	Unlikely	No	No	Low	Low
Plant and Equipment	Unlikely	No	No	Low	Low
<b>Liabilities</b>					
Trade and other payables	Unlikely	No	No	Low	Low
Employee provisions	Possible	No	No	Moderate	Moderate



## OFFICIAL

Material component (\$million)	Inherent risk assessment* (Likely/Possible /Unlikely)	Controls reliance* (Yes/Partial/No)	Planned internal audit reliance (Yes/No)	Residual risk of material misstatement* (High/Moderate/ Low/Negligible)	Planned reliance on substantive audit procedures (High/Moderate/ Low/Negligible)
<b>Equity</b>					
Member contributions on formation	Unlikely	No	No	Low	Low
Accumulated surplus	Unlikely	No	No	Low	Low
<b>Notes to the accounts</b>					
Related parties	Possible	No	No	Moderate	Moderate
Commitments and contingencies	Unlikely	No	No	Low	Low
Key management personnel & other senior officer remuneration	Possible	No	No	Moderate	Moderate

Note \*: We have changed our risk of material misstatement categories due to amendments to Australian auditing standard ASA 315 *Identifying and Assessing the Risk of Material Misstatement*. This standard is effective for financial reporting periods beginning after 15 December 2021. A summary of the changes and impact as per the table that follows.

Risk Category	What is this?	Impact from amendments to ASA 315?
Inherent risk	The likelihood of material misstatement before considering internal controls	No change – continues to be assessed as either unlikely, possible, or likely risk of material misstatement by considering whether risk escalation factors are present. A risk assessed as likely is a significant inherent risk – VAGO categorise significant risks as 'high' in our table above.
Control risk	The control risk associated with relevant controls that the auditor intends to rely upon and plans to test for operating effectiveness.	No change – continues to be categorised as high, moderate, or low depending on the auditor's preliminary assessment of the effectiveness of key controls.  Please note, the control risk must be set as 'high' when controls are absent, poorly designed, or where the engagement team plans not to test them as it is not appropriate or efficient to do so.
Residual risk of material misstatement	The risk of a material misstatement after considering control effectiveness and inherent risk. It is the risk that the financial report may contain a material misstatement.	We have reduced our previous 5-point scale for the (residual) risk of material misstatement to a 4-point scale. We now classify risk of material misstatement as: <ul style="list-style-type: none"> <li>→ High</li> <li>→ Moderate</li> <li>→ Low, or</li> <li>→ Negligible.</li> </ul> Essentially, this will not change our audit approach. Our prior 5-point scale provided subtle differentiation in risk ratings to leverage reliance on substantive audit procedures where it is appropriate and efficient to do so. We are confident that this risk response is embedded into our engagement approach, and we will continue to leverage on these procedures to provide an efficient risk response.

CL35/2024 ORGANISATIONAL RISK

**Report prepared by Beth Luppino and Janine Galvin**

**Purpose**

To provide the Board with a progress report on matters that impact Connected Libraries' operations or strategic goals.

CL Library Plan reference –4.3, 4.6, 4.7

**Discussion**

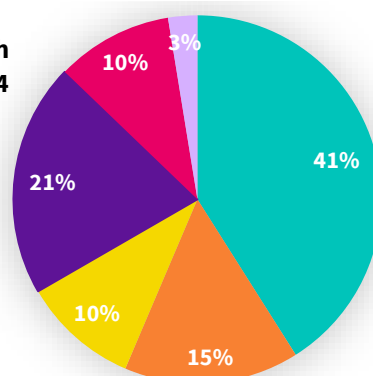
In this report we provide the Board with information on relevant legislative, regulatory or policy requirements related to risk management including Workplace Health and Safety, and any other matters that may require monitoring or consideration.

**Occupational Health and Safety (Library Plan reference 4.6)**

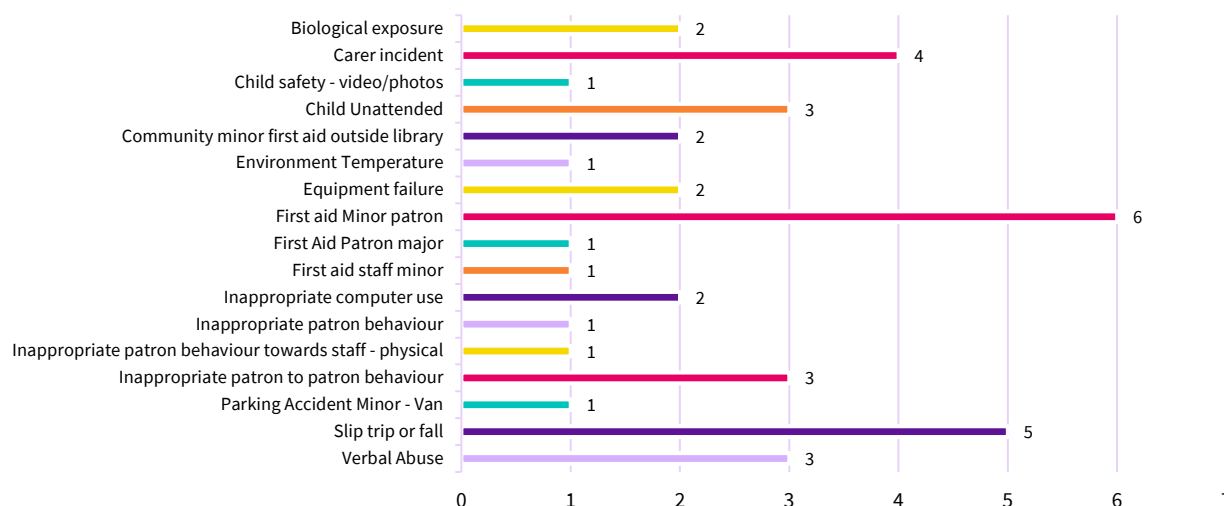
*Incident - Patron minor first aid* makes up the majority of incidents. There was one *Patron Major First Aid* incident at Cranbourne Library requiring paramedics to arrive to support the patron. Carers not supervising their clients or not in attendance with their clients continues to be a concern particularly at Bunjil Place Library. Our staff are following processes to alert the Carers of our expectations when using library spaces and have gained confidence with managing these situations. Verbal abuse directed at staff or between community members requires ongoing monitoring. We are investigating training options in de-escalation for our customer experience team to ensure all staff (particularly new team members) are supported in managing these situations.

**Incident Reports by Branch  
- 15 June to 19 August 2024**

■ Bunjil Place  
■ Cranbourne  
■ Doveton  
■ Endeavour Hills  
■ Hampton Park  
■ Outreach



**Incident Reports by Type -15 June to 19 August 2024**



**EAP Program** (*Library Plan reference 4.6*)

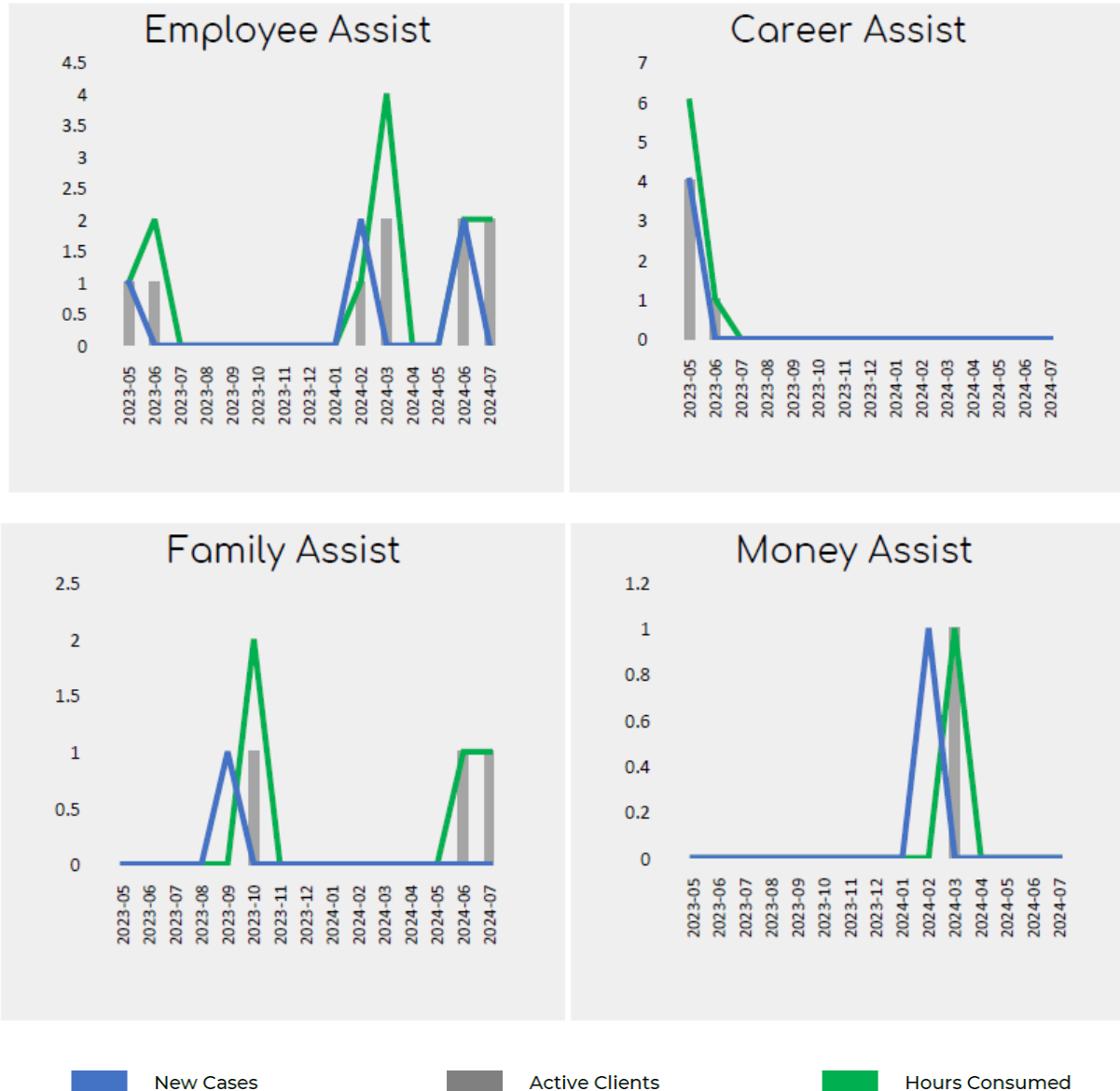
Converge International provides EAP services to Connected Libraries. Key data for the 2023-2024 year has been received. Overall, usage of the service has dropped since the previous year. Of those accessing the service three related to anxiety, one to finance, one to family issues and one case to mental health. Five staff members accessed the Career Assist service, seeking support with career planning, resume development and termination matters.

Casey Cardinia Library Corporation Reporting Period: August 2023 - July 2024

**1.5 EAP Service Summary – Trends by Service Type**

The utilisation (by new cases, active clients and total hours) for each EAP service type is shown here in individual timelines to show historic data, thus illustrating usage trends.

Overlaying the 3 measures can be insightful to show the trend of new referrals (new cases), ongoing usage (active clients), and total hours consumed, and subsequently their flow-on effects (refer to Glossary for tips on interpreting trendlines).



**Risk Management** (*Library Plan reference 4.6*)

Quarterly Risk Management Plan review

The top operational, strategic and psychosocial risks are unchanged in the Risk Management Plan and remain as follows:

**Top Risks - Operational**

<b>Risk number</b>	<b>Risk Rating</b> (after mitigation)	<b>Identified Risk</b>
1	8	Data Security Breach or Cyber Attack
2	8	Unattended children in the library
3	7	Staff mental health
	7	Staff assaulted in library or on outreach visits
4	6	Decline in visitation
	6	Catastrophic event destroying a library
	6	Staff assaulted in library or on outreach visits (fatal)

**Top Risks - Strategic**

<b>Risk number</b>	<b>Risk Rating</b> (after mitigation)	<b>Identified Risk</b>
1	8	Data Security Breach or Cyber Attack
2	8	Decline in funding from Council or State Government for Library Services
	7	Changes to government policy
3	7	Global warming - climate change
	7	Loss of reputation/ brand
4	6	Poor enterprise risk management

**Top Risks - Psychosocial**

<b>Risk number</b>	<b>Risk Rating</b> (after mitigation)	<b>Identified Risk</b>
1	8	Civility and Respect
	8	Protection of Physical Safety
2	7	Organisational Culture
	7	Workload Management
3	6	Clear Leadership and Expectations
	6	Balance

**Conclusion**

The Connected Libraries Executive Team continues to manage organisational risks through appropriate mitigation measures.

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**RECOMMENDATIONS**

- 1. That the Organisational Risk Report be noted.**

**CL36/2024      OPERATIONAL PERFORMANCE**

***Report prepared by Koula Kalaitzoglou and Melinda Rogers***

**Purpose**

To provide the Board with a summary of CL's performance.

*CL Library Plan reference – 4.3, 4.4*

**Discussion**

Connected Libraries reports to the Board on areas of performance including collections, visitation, digital engagement, memberships, marketing and social media engagement and events/programs.

**Key Measure Outputs**

**Financial Year - 2023-2024 Results**

Measure	Updated Projections 2023/24	Quarter 1 (Jul – Sep)	Quarter 2 (Oct– Dec)	Quarter 3 (Jan– Mar)	Quarter 4 (Apr– Jun)	2023-2024 YTD	% achieved of projections 2023/24
<b>Engagement</b>							
Utilisation of Technology (Wi-Fi, Public PC user in branch)	150,000	32,238	33,034	31,919	33,802	130,993	87.3%
Net Promoter Score (Community Survey)	65	65	65	-	-	65	100.0%
Memberships*	94,000	82,115	85,976	88,254	91,155	91,155	97.0%
<b>Visits</b>							
Visits – physical	795,599	193,788	171,677	172,867	202,673	741,005	93.1%
Visits – virtual	795,000	207,550	190,409	205,742	212,249	815,950	102.6%
<b>Total visits</b>	<b>1,590,599</b>	<b>401,338</b>	<b>362,086</b>	<b>378,609</b>	<b>414,922</b>	<b>1,556,955</b>	97.9%
Program and events attendance	63,420	16,472	15,238	13,220	22,204	67,134	105.9%
<b>Collection</b>							
Loans – physical	1,240,000	330,118	280,542	310,097	334,021	1,254,778	101.2%
Loans – digital	709,000	183,023	205,837	195,782	219,506	804,148	113.4%
<b>Loans (total physical and digital)</b>	<b>1,949,000</b>	<b>513,141</b>	<b>486,379</b>	<b>505,879</b>	<b>553,527</b>	<b>2,058,926</b>	105.6%
Physical quality of library collection (age of collection - less than 5 years)	76.0%	68.2%	69.4%	69.5%	69.6%	69.2%	91.0%

\*Membership on last day of the quarter

Note - Updated projections for 2023-2024 as presented at the February 2024 Board meeting.

Connected Libraries performed strongly against updated projections for key measure outputs in 2023-2024. We continued to see growth on previous year with community visits, loans and attendance strong. Key areas to point out include:

- Public PCs and Wi-Fi - we achieved 87.3 percent of updated projections for 2023-2024, down from 2022-2023.
- Membership – our membership continues to go from strength to strength, reaching 97 percent of our 2023-2024 projection, ending the financial year with 91,155 members up from 30 June 2023 total of 77,341 members.
- Visitation – we achieved 93.1 percent of physical visitation projections, and slightly exceeded virtual visit projections with 102.6 percent for 2023-2024. In comparison to the previous financial year 2022-2023, physical visits increased, and virtual visits declined. A decline in virtual visits was expected, as the previous year, the figures included Cardinia members as we are unable to split based on member council.
- Program and event attendance – exceeding updated projections with 105.9 percent, we see our community are loving the programs and events available and have come back into our libraries, with attendance considerably up on 2022-2023, with 67,134 attending programs within City of Casey.
- Loans – both physical and digital loans exceeded projections for 2023-2024 with 105.6 percent overall.

## **Financial Year - 2024-2025**

Measure	Target 2024/25	Quarter 1 (Jul – Sep)	2024- 2025 YTD
<b>Engagement</b> <i>July only</i>			
Utilisation of Technology (Wi-Fi, Public PC user in branch)	156,297	18,649	18,649
Net Promoter Score (Community Survey)	65	-	-
Memberships*	98,000	92,420	92,420
<b>Visits</b>			
Visits – physical	829,000	68,427	68,427
Visits – virtual	829,000	75,907	75,907
<b>Total visits</b>	<b>1,658,000</b>	<b>144,334</b>	<b>144,334</b>
Program and events attendance	63,500	5,905	5,905
<b>Collection</b>			
Loans – physical	1,293,000	125,453	125,453
Loans – digital	739,000	82,392	82,392
<b>Loans (total physical and digital)</b>	<b>1,971,270</b>	<b>207,845</b>	<b>207,845</b>
Physical quality of library collection (age of collection - less than 5 years)	75.0%	-	69.2%

\*Membership on last day of the quarter

Note: only includes one month of quarter 1 for 2024/25

Our performance one month in for 2024-2025 is looking constant and as expected for only month with most areas tracking between 8 and 10 percent of 2024-2024 targets.

## **Library Usage** *(Library Plan reference 4.3)*

Community usage across our libraries continues to be strong. June saw a decline in visitation after a strong result in May, we then experienced a 12 percent increase in July physical visits with almost 68,500 people coming into the libraries.

Winter hours were introduced on 1 July, reducing the evening hours at Doveton and Endeavours Hills libraries during July and August. July physical visitation remained strong, likely due to school holidays. Year on year, visitation both physical and virtual are up.

VISITS	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	% Variation Jun/Jul
<b>Cranbourne West-Lounge</b>	1,498	1,558	1,992	1,712	2,196	28.27%
<b>Cranbourne</b>	10,393	12,242	12,789	12,000	13,313	10.94%
<b>Doveton</b>	3,556	3,965	4,928	3,762	5,013	33.25%
<b>Endeavour Hills</b>	6,735	6,636	7,785	6,812	7,537	10.64%
<b>Hampton Park</b>	8,542	7,823	9,883	8,120	8,772	8.03%
<b>Bunjil Place</b>	28,487	33,517	36,979	30,170	33,792	12.01%
<b>Regional Total</b>	<b>59,211</b>	<b>65,741</b>	<b>72,364</b>	<b>60,864</b>	<b>68,427</b>	<b>12.43%</b>
<b>Virtual Visits</b>	68,500	71,137	72,469	68,643	75,907	10.58%
<b>TOTAL</b>	<b>127,711</b>	<b>136,878</b>	<b>144,833</b>	<b>129,507</b>	<b>144,334</b>	<b>11.45%</b>

Virtual visits continue to perform nicely, after a decline in June on trend with physical visitation, increasing to 75,907 visits in July. The last month we have seen virtual visits exceed this was back in February 2023 (84,000).

VIRTUAL VISITS	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	% Variation Jun/Jul
<b>Website</b>	38,690	38,189	40,562	37,550	39,543	5.31%
<b>Enterprise</b>	12,453	13,749	13,184	12,673	15,192	19.88%
<b>CL App</b>	17,357	19,199	18,723	18,420	21,172	14.94%
<b>TOTAL</b>	<b>68,500</b>	<b>71,137</b>	<b>72,469</b>	<b>68,643</b>	<b>75,907</b>	<b>10.58%</b>

Physical loans are steady, following the same trend as physical visits, dropping slightly in June and picking back up in July. eLoans continue to increase month on month, reaching over 82,000 in July. Interesting to

**CONNECTED LIBRARIES BOARD MEETING**  
**Wednesday 28 August 2024**

note is the last time we experienced more than 80,000 eLoans was back in July 2022. Physical and eLoans, were up -year on year for the same period April to July.

The three locker locations Cranbourne West, Manna Gum and Orana usage remain stable.

LOANS	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	% Variation Jun/Jul
<b>Cranbourne West - Lounge</b>	1,755	2,351	2,514	1,294	1,722	33.08%
<b>Regional Support</b>	1,525	1,387	1,606	2,323	3,219	38.57%
<b>Cranbourne</b>	27,779	32,504	31,484	31,370	34,716	10.67%
<b>Doveton</b>	2,348	2,609	2,714	2,586	3,599	39.17%
<b>Endeavour Hills</b>	12,066	13,810	13,854	13,343	15,337	14.94%
<b>Hampton Park</b>	8,925	10,677	11,248	10,030	11,753	17.18%
<b>Bunjil Place</b>	39,700	47,613	48,644	48,004	54,378	13.28%
<b>Cranbourne West - Locker</b>	262	386	394	349	306	-12.32%
<b>Manna Gum Locker</b>	205	178	255	246	337	36.99%
<b>Orana Locker</b>	97	54	57	137	86	-37.23%
<b>Locker Total</b>	564	618	706	732	729	-0.41%
<b>Regional Total</b>	<b>94,662</b>	<b>111,569</b>	<b>112,770</b>	<b>109,682</b>	<b>125,453</b>	<b>14.38%</b>
<b>eLoans</b>	66,152	71,393	71,429	76,684	82,392	7.44%
<b>TOTAL</b>	<b>160,814</b>	<b>182,962</b>	<b>184,199</b>	<b>186,366</b>	<b>207,845</b>	<b>11.53%</b>

Consistent performers in our eResources collection continue to be eAudiobooks, eBooks, eMagazines and Press Reader. Kanopy usage is steady. Comic Plus will be a new addition to our eResources in late August available to library members. There will be a selection of online comics available for all ages with new titles added weekly. The content can be accessed through an app as well on a phone or tablet.

ELECTRONIC RESOURCES	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	% Variation Jun/Jul
<b>Age Library Edition</b>	918	1,089	1,029	1,040	1,129	8.56%
<b>Bolinda eAudiobooks</b>	6,621	6,433	6,617	6,923	7,197	3.96%
<b>Bolinda eBooks</b>	4,251	4,339	4,351	4,359	5,026	15.30%
<b>Choice</b>	278	225	293	403	355	-11.91%
<b>Comic Plus</b>	-	-	-	-	-	-
<b>Kanopy</b>	1,117	1,139	1170	1,335	1,406	5.32%
<b>Libby eAudiobooks</b>	2,615	2,073	2,226	2,528	3,132	23.89%
<b>Libby eBooks</b>	1,399	1,144	1,112	1,403	2,058	46.69%
<b>Libby eMagazines</b>	3,573	2,159	3,075	2,787	2,830	1.54%
<b>Press Reader</b>	45,279	52,423	51,121	55,371	58,903	6.38%
<b>Storybox Library</b>	26	49	78	111	80	-27.93%
<b>Tumblebooks</b>	75	320	357	424	276	-34.91%
<b>TOTAL</b>	<b>66,152</b>	<b>71,393</b>	<b>71,429</b>	<b>76,684</b>	<b>82,392</b>	<b>7.44%</b>

Memberships continue to grow month on month – 92,420 at the end of July 2024, up from 91,155 at 30 June, and 90,102 at end of April. Membership data includes the removal of inactive memberships (regular database maintenance).

Public internet PC bookings saw an increase in July after declining in June, on trend with visits. Wi-Fi usage remains steady. Wi-Fi usage at Bunjil Place Library in recent months has been inaccurate with the City of Casey updating their Wi-Fi provisioning services. Capturing of Wi-Fi usage data was rectified in May 2024; however, the data results supplied monthly thereafter are a total for the Bunjil Place Precinct and not solely the library. The Digital Operations Team are looking into ways Connected Libraries can move forward to be able to provide more meaningful data that is only for the Library. In the meantime, an average figure has been used. Year on year for the same period PC internet bookings and Wi-Fi usage are on par.



**CONNECTED LIBRARIES BOARD MEETING**  
**Wednesday 28 August 2024**

INTERNET	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	% Variation Jun/Jul
Cranbourne West - Lounge	10	8	19	15	30	100.00%
Cranbourne	908	932	1,152	864	981	13.54%
Doveton	433	473	566	485	615	26.80%
Endeavour Hills	504	500	572	524	635	21.18%
Hampton Park	772	796	897	799	992	24.16%
Bunjil Place	1,215	1,304	1,387	1,428	1,701	19.12%
<b>TOTAL</b>	<b>3,842</b>	<b>4,013</b>	<b>4,593</b>	<b>4,115</b>	<b>4,954</b>	<b>20.39%</b>

Wi-Fi	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	% Variation Jun/Jul
Cranbourne West - Lounge	208	223	252	191	203	6.28%
Cranbourne	1,612	1,845	2,035	1,552	1,675	7.93%
Doveton	561	600	704	590	620	5.08%
Endeavour Hills	1,064	973	1,274	1,089	1,156	6.15%
Hampton Park	1,022	923	1,089	846	911	7.68%
Bunjil Place	2,170	2,176	6,774	2,330	2,593	11.27%
<b>TOTAL</b>	<b>6,637</b>	<b>6,740</b>	<b>12,128</b>	<b>6,598</b>	<b>7,158</b>	<b>8.48%</b>

### **Engagement Statistics**

Digital engagement is strong across many platforms, including eNewsletters, social media, as well as the website.

### **eDM/eNewsletters**

Month	Recipients	Opens	Click through rate (number of people that opened then clicked a link)
Mar 2024	79,124	28,866	2.29%
Apr 2024	80,478	34,130	1.34%
May 2024	82,649	35,572	2.19%
Jun 2024	83,808	25,840	1.45%
Jul 2024	84,289	25,702	0.80%

### **Read Next Newsletter (EDM)**

Month	Recipients	Opens	Click through rate (number of people that opened then clicked a link)
Mar 2024	836	345	3.35%
Apr 2024	834	396	3.72%
May 2024	833	341	2.76%
Jun 2024	835	383	4.19%
Jul 2024	821	371	2.92%

### **Social Media**

	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024
Facebook	Followers: 9,373 Reach: 4,349	Followers: 9,242 Reach: 4,597	Followers: 9,244 Reach: 4,127	Followers: 9,253 Reach: 42,970*	Followers: 9,261 Reach: 7,068
Instagram	Followers: 1,969	Followers: 1,976	Followers: 2,003	Followers: 2,022	Followers: 2,051

\*Note: Facebook had a significant 'reach' in June is due to a paid Advertisement promoting library membership. So 'reach' reflects 2,753 from organic customer-driven impressions, and 40,634 from paid Advertisements.

### **Programs and Events**

Libraries offered school holiday programs during the July break including Bilingual and Auslan Storytimes, Mini Mini Golf, Karaoke and a Dance Party there were entertainers including the popular Tim Credible the

**CONNECTED LIBRARIES BOARD MEETING**  
**Wednesday 28 August 2024**

Magician, and Carp Productions with a Laughter Show, STEAM activities like Lego building, slime making and crafternoon. Plus, we took the library on the road to local communities at Manna Gum Community Centre and Blind Bight Community Centre.

The community loves the holiday programs and were also happy to see the return of the regular weekly kids programs at the commencement of the school term 3.

Early childhood and children continue to be a key target audience for our programs with Baby Rhyme Time, Storytime and Tinies Time being the most popular. Attendance has declined slightly in recent months, this could potentially be related to seasonal factors including the cold weather and illness with the decline felt across our early childhood and children attendance at events

Target Audience	May 2024 – Attendance	May2024 - Sessions	Jun 2024 – Attendance	Jun 2024 - Sessions	Jul 2024 – Attendance	Jul 2024 - Sessions
Early childhood	4,699	164	3,663	128	2,826	110
Children	2,600	128	3,042	92	2,092	94
Young Adult	26	4	486	6	70	10
Adults	764	133	551	98	564	94
Seniors	33	11	18	5	31	6
All ages (not specific)	699	9	104	8	322	15
<b>TOTAL</b>	<b>8,821</b>	<b>449</b>	<b>7,864</b>	<b>337</b>	<b>5,905</b>	<b>329</b>

Outcomes for our programs were largely focused on Literacy and Lifelong Learning. PLV have implemented a change in reporting of program outcomes commencing from July 2024, with Personal Development and Wellbeing, now being split in two separate categories, Personal Development and then Health and Wellbeing. Often some of our programming could fall into multiple outcome categories, but we have taken a strategic approach to recording of data to provide some consistency and clearer understanding and reporting for staff.

Program Outcome	May 2024 – Attendance	May2024 - Sessions	Jun 2024 – Attendance	Jun 2024 - Sessions	Jul 2024 – Attendance	Jul 2024 - Sessions
Digital inclusion	151	70	94	43	100	47
Economic and workforce development	2	1	1	1	-	-
Health and Wellbeing	-	-	-	-	-	-
Informed and connected citizens	102	9	57	6	12	3
Literacy and lifelong learning	8,044	313	6,884	236	3,992	191
Personal development *	477	49	761	45	1,547	76
Stronger and more creative communities	45	7	67	6	254	12
<b>TOTAL</b>	<b>8,821</b>	<b>449</b>	<b>7,864</b>	<b>337</b>	<b>5,905</b>	<b>329</b>

\*Reporting in 2023/24 was Personal Development and Wellbeing. Health and Wellbeing category is an addition and Personal Development sat on its own, this occurred in July 2024.

## **RECOMMENDATIONS**

- 1. That the Operational Performance Report be noted.**

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**CL37/2024      LIBRARY PLAN – 2021-2025 – ACTIONS AND ACHIEVEMENTS**

***Report prepared by Beth Luppino and Koula Kalaitzoglou***

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**Purpose**

To provide the Board with key achievements from the Library Plan 2021-2025.

*CL Library Plan reference – 4.6 - Good governance and compliance with legislative requirements*

**Discussion**

**Library Plan Actions 2023-2024**

This report provides a summary of achievements against the 2023-2024 Action Plan, including traffic-light tracking of Key Activities as at 30 June 2024.

Connected Libraries achieved almost all of the key activities identified for the 2023-2024 financial year. The attached report provides information on how we tracked against each key activity.

Points to note include:

- 1.1.1 Lighting audit at Hampton Park is included in 2024-25 Programmed Maintenance Requests
- 1.3.1 Additional public laptops made available to community members at Hampton Park for long term borrowing. The laptops were purchased using a community donation of \$25,000.
- 1.3.3 Wi-Fi and NBN access for public PC's and internet connection in Cranbourne West Library Lounge finalised and complete.
- 2.2.2 Cranbourne West Community Hub Library Lounge opened in January, along with the launch of the new Connected Libraries Van and holds lockers at Manna Gum, Cranbourne West and Orana community centres. Connected Libraries team provided additional staffed hours at the Lounge since the opening to meet community demand.
- 2.3.1 CL received a \$2,000 grant to display the Medicare '40 years' display in Hampton Park Library.
- 3.2.5 Council's Health and Wellbeing Strategy (municipal public health plan) is reflected in the programs CL delivers under headings of Family Violence and gender equality; Healthy eating; and Mental wellbeing and social inclusion.
- 3.4.1 A trial of Meta advertising through Facebook grew our reach from 4,127 in May to 42,970 in June.
- 4.1 Staff reviewed and updated CL's organisational values in November. New set of values reflect present and future needs of the organisation.
- 4.7.2 CL have been involved in the initial codesign phase of the proposed Cranbourne Community Services Hub with discussions also covering governance and the integration of services.

Please see the Operational Performance Report ([CC36/2024](#)) for Key Measure Outputs data and tracking at 30 June 2024.

**Conclusion**

CL has finalised the key activities in the Library Plan Actions (2023-2024).

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**RECOMMENDATIONS**

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- 1. That the Library Plan 2021-2025 – Actions and Achievements Report be noted.**

## 1 A Place to Gather and Learn

Create Safe and welcoming places where everyone can gather, learn, share and grow.

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 -(endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
1.1	Safe, welcoming and accessible physical and virtual spaces which support community to access knowledge and information							<ul style="list-style-type: none"> <li>• People feel safe and welcome</li> <li>• People can easily access library services how and when they need them (location, opening hours, physical spaces)</li> <li>• People who visit our branches feel happier</li> <li>• People can easily access our digital platforms</li> </ul>		
		1.1.1	Strengthen the accessibility of library branches	Lighting audit at Hampton Park (carpark)	GMCE GMFDO	Exec	Dec	<ul style="list-style-type: none"> <li>• CL branches are accessible to all - community can easily access our libraries buildings and services</li> </ul>		Included in 2024-25 Programmed Maintenance Requests
		1.1.2	Strengthen accessibility of digital platforms	Update website translation options to reflect City Casey language profile. Include Dari. Button to include language friendly selections	GMCE GMFDO	Marketing & Dig-ops	Dec	<ul style="list-style-type: none"> <li>• Increased engagement with our digital platforms including website, social media, online content, CL app as well as in branch technology</li> <li>• Draw on community feedback to inform and enhance our digital platforms</li> </ul>		Awaiting Council asset schedule - pushed to 2024
		1.1.3	Offer a broad range of opening hours that meet community needs	Adjust opening hours seasonally in line with community usage/visitation patterns	GMCE, Branch Managers	Exec	Ongoing	<ul style="list-style-type: none"> <li>• Community feedback and advice is used as evidence to support branch opening hours</li> </ul>		Connected Libraries open 302 hours per week. Open an additional 40 hours per week with the addition of Cranbourne West Library Lounge.
		1.1.4	Implement the Customer Experience Framework	New staff inducted using the CX Framework as a basis for training	GMCE	Leadership	Jun-2024	<ul style="list-style-type: none"> <li>• People who visit our libraries feel happier</li> </ul>		Included Cranbourne West Community Hub staff training ahead of opening library lounge
		1.1.5	Implement the Social Inclusion Strategy	Review Social Inclusion Strategy to align with Child Safe Standards and Gender Equality legislation	GMCE GMOD	Exec	Feb-2024	<ul style="list-style-type: none"> <li>• Our diverse community feel safe, supported and included when they engage with CL</li> <li>• Our staff are trained, understand and support social inclusion in our community</li> </ul>		Social Inclusion incorporated into Equal Opportunity policy, and aligns with Child Safe Standards. Met with Minister for Gender Equality to clarify requirements for RLCs.

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1.2	Core services that are free and accessible							• Communities have free access reading materials, information, physical and digital resources		
		1.2.1	Provide free access to Wi-Fi and ICT within library branches	Library Van - install wifi capability	GMFDO	Dig Ops	Dec			On the road since January 2024.
		1.2.2	Provide free access to a popular and well used collection	Collection purchased and offered at CRA West CH	GMCE	Collections Team	Jan-2024	• Our collection meets key statewide benchmarks for currency and usage • Our collection (physical and digital) is well used - loans and turnover		Site launched with collections in place in January 2024
		1.2.3	We do not charge overdue fines	Review fees and charges	GMFDO	Exec	Jun-2024	• Remove barriers to participation		ILL charge for organisations outside Libraries Victoria removed (negligible cost or CL, great customer outcome)
1.3	Bridging the Digital Divide							• Increase in the range of Information Communication Technology (ICT) resources available for community use • More community members are able to safely and freely access digital information and collections • Levels of digital literacy and inclusion increase in our community		
		1.3.1	Provide digital resources that encourage safe adoption of technology in our community	Renew lendable devices collection	GMCE GMFDO	Dig Ops	Jun-2024	• Community access library lendable devices and in-branch technology services		Be Connected Grant funding, and donated funds from A and R Dzedins allocated to renewal of lendable devices
		1.3.2	Increase digital literacy in our community through programming, services, and digital resources	Seniors and CALD Digital literacy grants obtained and delivered	GMCE GMFDO	Dig Lit CALD	Jun-2024			Digital Sister grant application unsuccessful. Be Connected Funding has been announced for coming 4 years - CL will apply when grants open. Currently continuing to offer Digital Seniors programs with 23-24 funding.

## 1 A Place to Gather and Learn

Create Safe and welcoming places where everyone can gather, learn, share and grow.

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 -(endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
		1.3.3	Sustained investment in digital services to the community, including the expansion of fast, free, Wi-Fi	Install public pcs and wifi at Cranbourne West CH	GMCE GMFDO	Dig Ops	Jan-2024			WiFi- NBN access finalised End of April 2024
		1.3.4	CL work with key partners to help bridge the digital divide in our community	Work with SMRC to deliver CALD Digital Literacy/library engagement programs	GMCE GMFDO	CALD Outreach	Jun-2024			Worked with SMRC to deliver digital literacy classes to Seik mens group throughout September
1.4	Resources and skills to support access to knowledge and information							<ul style="list-style-type: none"> <li>• Staff feel confident in their ability so support communities to access resources</li> <li>• Digital improvements are reviewed regularly and funded appropriately</li> </ul>		
		1.4.1	Lift staff capacity to support community to access information and programming	Digital Literacy team train new staff members.	GMOD	Dig Lit	Ongoing	<ul style="list-style-type: none"> <li>• Our staff have strong ICT skills and the capacity to effectively support library users as they learn about new technology</li> <li>• Our staff are continually upskilled to support community needs in accessing information</li> </ul>		Incorporated into onboarding and induction process
		1.4.2	Sustained investment in digital platforms, services and infrastructure that will enhance digital access to knowledge and information	Staff provided opportunities for training in Cyber Security and emerging AI technologies	GMFDO	Dig Lit Dig Ops	Jun-2024	<ul style="list-style-type: none"> <li>• Our services adapt to the changing digital environment to ensure delivery of relevant platforms, services and infrastructure to our community</li> </ul>		CL Digital Innovation working group established. Physhed training provided to all staff.

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Create Safe and welcoming places where everyone can gather, learn, share and grow.

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 -(endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
1.5	Deliver accessible programs and services that support reading, writing and lifelong learning							<ul style="list-style-type: none"> <li>• More people are reached through events and programming</li> <li>• More joint programs and services are delivered to enhance reading, writing and lifelong learning</li> <li>• Increase in the number programs and activities that promote STEAM</li> <li>• Library users are satisfied with the accessibility and quality of events and programs that support reading, writing and lifelong learning including STEAM</li> </ul>		
		1.5.1	Deliver events and programs that support reading, writing and lifelong learning	School Holidays programs delivered that support literacy	GMCE	CYS	Jun-2024	<ul style="list-style-type: none"> <li>• Our communities reading, writing and lifelong learning skills are enhanced</li> <li>• The community recognise CCL as an active contributor to literacy</li> </ul>		Writing competitions, author talks, storytimes and The Big Summer Read
		1.5.2	Provide opportunities for people with lived experience of disability to be involved in developing and reviewing library services and programs	Liaise with Casey staff to link with participants	GMCE		Apr-2024			Working with Community, Council and NDIS to seek feedback on library services and programs
		1.5.3	Explore opportunities to work with partners to deliver accessible programs that enhance reading, writing and lifelong learning	Support Royal Botanic Gardens Cranbourne to deliver Bush Playgroup to First Nations families	GMCE	CYS	Ongoing	<ul style="list-style-type: none"> <li>• Demonstrated connection and engagement with partners</li> <li>• Our communities reading, writing, lifelong learning skills and wellbeing are enhanced</li> <li>• Positive community feedback</li> <li>• Increased library visitation, membership and engagement (physical and digital) as a result of partnerships</li> </ul>		CL continues to support this longterm partnership, despite Windermere withdrawal of funding in 22-23.
		1.5.4	Facilitate programs and activities that promote Science Technology Engineering Arts and Mathematics (STEAM)	Science and Information week programming - VR and 3D printers	GMCE	CYS	Dec	<ul style="list-style-type: none"> <li>• STEAM programs run in our branches throughout the region are well attended</li> </ul>		Part of annual Spring programming
		1.5.5	Facilitate accessible programs and activities that promote physical, mental and social health	Renew partnership with YMCA to deliver programs in libraries	GMCE	Branch Managers	Jun-2024	Programs and activities contribute to better health and wellbeing outcomes for our community		MOU has expired, CL is currently paying for active programming in our branches delivered through YMCA. Aligned Leisure to take over Casey facilities from July 2024, CL will explore partnership in 24-25.

## 1 A Place to Gather and Learn

Create Safe and welcoming places where everyone can gather, learn, share and grow.

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 -(endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
1.6	A new digital library to enhance access to knowledge and information							<ul style="list-style-type: none"> <li>Communities can access an integrated digital library collections and services.</li> <li>Library users agree that the digital library enhances access to knowledge and information.</li> </ul>		
		1.6.1	Review and update digital library branch content	Use September community survey to understand and report on efficiency of current website and online resources	GMCE	Marketing & Collections	Nov			Online resources was top valued 'other service' in September community survey. We also asked what additional digital and technology services users want to see



## 2 Partnership and innovation

Strengthen partnerships and encourage innovation to broaden and deepen our impact.

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 –(endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
2.1	Support councils to make evidence-based decisions about investment in library services							<ul style="list-style-type: none"> <li>Enhanced data collection and reporting</li> <li>Council make evidence-based decisions in relation to library infrastructure that meet our community needs</li> </ul>		
		2.1.1	Strengthen data collection, management and reporting	Appointment of Business Insights Officer	GMFDO	Exec	Feb-2024	<ul style="list-style-type: none"> <li>Community consultation and feedback is used as evidence to support service improvements</li> <li>Data provided for Council reporting, and PLV Annual Statistical review</li> <li>Council is engaged in service innovation, improvement and overall investment in libraries in the Casey region</li> </ul>		Working with Tableau for future data transformation & new dashboarding to streamline the collection of statistics.
		2.1.2	Support council in their strategic decision making with relevant quantitative and qualitative evidence	Align data collection measures with Council measures (in Library service level Agreement)	CEO GMCE	Exec	Oct	<ul style="list-style-type: none"> <li>CL engagement with relevant council departments and working parties on community library service and facilities needs</li> <li>State-wide library census data provided to council</li> </ul>		Worked with Council Officers to finalise appropriate data measures, implemented 1 Jan 2024.
2.2	Strengthen partnerships with Member Council to support shared goals including program delivery and infrastructure design							<ul style="list-style-type: none"> <li>Increase in the number of joint programs and services</li> <li>Joint service delivery models are regularly considered</li> <li>Council teams are supported to consider, develop and deliver new library infrastructure</li> <li>Our partnerships deliver enhanced learning and wellbeing outcomes for the community</li> </ul>		
		2.2.1	Explore and invest in joint planning and programming across council	Deliver Digital Senior grant project in partnership with Council	CRA BM	Dig Lit	Jun-2024	<ul style="list-style-type: none"> <li>Joint programming and events with Council</li> </ul>		Be Connected grant delivered (continued into 2024).
		2.2.2	Explore new service delivery models that utilise shared digital and physical assets	Open satellite library branch at Cranbourne West CH	CEO GMCE	Outreach	Jan-2024	<ul style="list-style-type: none"> <li>Increased library visitation, membership and engagement (physical and digital) as a result of improved infrastructure and services</li> </ul>		Open for public January 2024

## 2 Partnership and innovation

Strengthen partnerships and encourage innovation to broaden and deepen our impact.

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 –(endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
2.3	Develop partnerships that enhance learning, knowledge and wellbeing in our communities							<ul style="list-style-type: none"> <li>• Increase in the number of joint programs and services provided to our community</li> <li>• Working relationships are established and fostered with partners across the breadth of the Education sector in the region</li> </ul>		
		2.3.1	Strengthen partnerships with community organisations to increase access to information and knowledge	Apply for program and service grants in partnership with other organisations	GMCE	Leadership	Ongoing	<ul style="list-style-type: none"> <li>• Working partnerships provide the community with greater information and knowledge that enhance their wellbeing</li> </ul>		Applied for Auslan Storytimes funding 2023, delivered 2024.
		2.3.2	Work with partners to deliver library services and programming to a wider audience	National Simultaneous Storytime at Myuna Farm	GMCE	CYS	Jun-2024	<ul style="list-style-type: none"> <li>• Cross promotion of and participation in local festivals and events with partners</li> </ul>		Planned and delivered by Youth and Outreach team - session delivered in Myuna Farm
		2.3.3	Partnerships are reviewed annually to ensure the community benefits	Review existing MOUs	GMCE/ BM BUN - Partnerships	Leadership	Jun-2024			Review underway - to be continued in 2024-2025
		2.3.4	Deepen engagement with education providers to facilitate clear learning pathways for our communities	Doveton College partnership	GMCE	CYS	Mar-2024	<ul style="list-style-type: none"> <li>• Working relationships are established and fostered with partners across the breadth of the Education sector in the region</li> </ul>		Doveton library team worked regularly with College to connect with students, parents and younger siblings
2.4	Positive advocacy for public libraries through active membership of the Public Libraries Victoria (PLV) and the Libraries Victoria Consortium							<ul style="list-style-type: none"> <li>• CL is engaged in state-wide advocacy and supports plans to advance shared service models across Victoria</li> <li>• CL is an active member of the Libraries Victoria Consortium</li> </ul>		
		2.4.1	Continue to actively engage with PLV and Libraries Victoria Consortium	LT participation in Special Interest groups	CEO	Leadership	Ongoing	<ul style="list-style-type: none"> <li>• Active ongoing participation in the Libraries Change Lives Campaign</li> <li>• The role of public libraries is embraced and understood by the community</li> <li>• Awareness and appreciation of the leadership role libraries plays in a regional and State-wide context</li> </ul>		Current membership on PLV groups includes: Executive, Collections, Marketing, Partnerships, Operations, Multicultural services and Childrens and Youth services

### 3 Facilitate community connection and wellbeing

Contribute to thriving, healthy and inclusive communities

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 - (endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
3.1	Community connections strengthened through our programming and partnerships							<ul style="list-style-type: none"> <li>Communities are connected through the library to council and community programs and services</li> <li>CL, Council and community organisations are able to reach a larger, more diverse community</li> <li>Communities are actively engaged and consulted in CL's development.</li> <li>Community connections are strengthened</li> </ul>		
		3.1.1	Deliver programs and services across the region that strengthen social connection	Quarterly events booklet section devoted to programs enhancing social connection	GMCE	Adult Programs	Jun-2024	<ul style="list-style-type: none"> <li>Programs delivered related to strengthening social connection</li> <li>Community members are more connected with each other</li> <li>Community feedback demonstrates library programs improve participants social connection</li> </ul>		Egs include Book Groups, Knit and Stitch, Melbourne Planners, Ukelele group, Singhalese Book Chat
		3.1.2	Partner with council teams and community organisations to engage our community through programs and outreach activities	Implementation of Cranbourne Community Hub satellite library services	GMCE	Outreach	Jan-2024	<ul style="list-style-type: none"> <li>Working precinct and community partnerships enrich programs and activities for our community</li> </ul>		Programming began January 2024
		3.1.3	Support the Friends of CCLC to engage with and promote CCLC to the wider community	Marketing manager to assess value and ongoing opportunities	Marketing Manager	Marketing	Nov	<ul style="list-style-type: none"> <li>Friends of CCLC group engaged with our libraries and act as advocates for our service</li> </ul>		Communication and update to the Friends sent November 2023. Assessment of ongoing communication strategy pushed to 2024 - 2025.

### 3 Facilitate community connection and wellbeing

#### Contribute to thriving, healthy and inclusive communities

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 - (endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
3.2	Actively encourage health and wellbeing in our community							<ul style="list-style-type: none"> <li>• Deliver programs and services that support health and wellbeing</li> <li>• Communities are connected through the library to council and community health and wellbeing services</li> <li>• Communities access information and programs that support health and wellbeing</li> <li>• Working relationships with partners across the breadth of the Health and Wellbeing sector in the region</li> <li>• Library users are healthier and more knowledgeable about their own wellbeing</li> </ul>		
		3.2.1	Work with council teams and community partners to enhance health and wellbeing	YMCA partnership - deliver physical health programs through libraries	GMCE	Adult Programs	Ongoing			Healthy eating program (summer program); Tai Chi, Meditation, Yoga classes
		3.2.2	Deliver programs and services that support communities to strengthen their health and wellbeing	Deliver Dental Health storytime kits	GMCE	CYS	Jun-2024	<ul style="list-style-type: none"> <li>• Collections, programs and information services empower communities to improve their own Health and Wellbeing</li> </ul>		Kits now in circulation
		3.2.3	Deliver health and wellbeing programs and information with a focus on Mental Health, Physical Health and Social Connection	Run Self Defense Classes for women at multiple branches	GMCE	Adult Programs	Dec			Throughout November '16 Days Activism', Self Defense Classes held in most library branches
		3.2.4	Work with local health providers to connect community to health prevention programs, quality information and activities that enhance health and wellbeing/healthy living	Partner with NDIS to connect families to services through regular library programs	GMCE	Leadership	Ongoing	<ul style="list-style-type: none"> <li>• Library teams are connected to local health providers, and community members are connected to up to date information and opportunities to improve their health and wellbeing</li> </ul>		Link (NDIS) attended storytimes throughout the year (every branch 1 per term)

### 3 Facilitate community connection and wellbeing

#### Contribute to thriving, healthy and inclusive communities

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 (endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
		3.2.5	Align CL services with City of Casey's municipal public health and wellbeing plans	Deliver programs that align with Council objectives in key Health Domains	GMCE	Leadership	Ongoing	• Library health and wellbeing programs align with Council Health and Wellbeing strategy		Focused on Domains 3 (Family Violence and Gender Equality), 4 (Healthy Eating and Food Security), and 5 (Mental Wellbeing and social inclusion)
3.3	Support Aboriginal and Torres Strait Islander and culturally and linguistically diverse (CALD) communities to better access social and wellbeing supports and services							<ul style="list-style-type: none"> <li>• Increase in the number of joint services, resources and programs for CALD communities</li> <li>• CALD communities feel that they are supported to access services and resources</li> <li>• CALD communities access library services to connect to others, healthy living programs and lifelong learning opportunities</li> <li>• CL 'Innovate' Reconciliation Action Plan is completed</li> </ul>		
		3.3.1	Work with council teams and community partners to support CALD communities to engage with council and library services and programs	Develop MOU with SMRC	GMCE	CALD	Apr-2024	• Provision of information in appropriate community languages		SMRC partnership activities included digital literacy classes, and library membership as part of SMRC settlement services.
		3.3.2	Deliver programs and services that empower CALD communities to access social and wellbeing supports and services	Work with SMRC to connect newly arrived community to the library	HAM/CALD Manager	CALD	Ongoing	• CALD communities access library services to connect to others, healthy living programs and lifelong learning opportunities		SMRC will incorporate library membership into settlement services
		3.3.3	CL continues its journey to reconciliation	Report on Reflect RAP	CEO	Exec	September	• CL 'Reflect' Reconciliation Action Plan is reviewed and reported to Reconciliation Australia		RAP team meets bimonthly. Reflect RAP finalised.
		3.3.4	Continue efforts to engage with local Aboriginal and Torres Strait Islander communities and provide relevant support and services	Connect and co-program with Doveton Gathering Place	GMCE	DOV TL	Jun-2024			Regular monthly storytime conducted at the Gathering Place by Doveton Library staff

### 3 Facilitate community connection and wellbeing

#### Contribute to thriving, healthy and inclusive communities

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3.4	Inform and engage community about our library services							<ul style="list-style-type: none"> <li>Community members are aware of, and appreciate the libraries' services and resources</li> <li>Community members are aware of, and appreciate the impact of libraries</li> <li>CL delivers year on year growth in visits, loans, membership and program attendance</li> </ul>		
		3.4.1	Increase awareness of CL's impact, services and resources through strategic marketing, public relations and outreach activities	Local area marketing and promotion of Outreach innovation activities	GMCE CEO	Marketing	Mar-2024			Library Van, Lockers, CW Lounge Wrap Designs finalised and approved by City of Casey Marquee and tear drops created and delivered to be permanent in van Front door signs – installed
		3.4.2	Inform communities about the library's impact	Positive stories on the library appear in local media	GMCE	Marketing	Ongoing	<ul style="list-style-type: none"> <li>Media and social media events reported through the Library Board</li> </ul>		Examples set out in Board reports and Annual report.
3.5	Social inclusion strategy that guides inclusive community engagement							<ul style="list-style-type: none"> <li>CL adopt the best practice guidelines in the Social Inclusion Strategy when engaging with diverse communities</li> </ul>		
		3.5.1	Maintain and refine the strategy that will inform CL's approach to inclusive community engagement	Develop map of local CALD services to support new library members with settlement - make available in all library branches	Manager HAM/CALD	CALD	Jun-2024	<ul style="list-style-type: none"> <li>Diverse communities are celebrated, and considered in the planning and delivery of services and programs</li> </ul>		Consultation with Council completed to ensure no duplication of service and it was determined a directory would be better suited to the changing climate of service delivery.

#### 4 Organisational Excellence

##### Strengthen our capacity to lead adapt and innovate to meet changing community needs

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 (endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
4.1	Integrate CL values throughout the organisation							• Staff embrace CL's values and incorporate them into their day to day work		
		4.1.1	Recognise and celebrate staff who live CL's values	Staff are recognised in monthly Rave awards	GMOD	Exec	Ongoing	• Staff engagement survey(s) show increased understanding and support of CL values • CL staff engagement with the Workforce Development Plan, and working to their strengths inline with CL values		Rave awards (now known as Values awards) are celebrated.
		4.1.2	Work with all library team members to reinforce CL's values	Review Org values at Staff Planning Day	GMOD	Exec	Oct-2023	• CL staff share belief in the value of the services we provide and the communities we support • CL staff take calculated risks and embrace opportunities for growth • Staff engagement survey(s) show understanding and support of CL values		Completed at the November Staff Development Day 2023.
4.2	Partner with community to design and strengthen positive impact of library services							• Community have the opportunity to contribute to library planning		
		4.2.1	Involve community in making key decisions about CL's infrastructure, services and programming	Community survey	CEO	Marketing	Oct-2023	• Customer surveys • Community leaders consulted regarding services for CALD communities Council community engagement programs supported (eg Casey Conversations surveys)		Conducted September 2023
		4.2.2	Engage with Friends of CCLC to review and develop library initiatives	Invite CALD Friends to participate in advisory group	CEO	Marketing	Jun-2024			Friends will be included in Community Consultation for Library Plan 2025-2029.

#### 4 Organisational Excellence

##### Strengthen our capacity to lead adapt and innovate to meet changing community needs

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 - (endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
4.3	Strengthen staff capacity to innovate and respond effectively to community needs							<ul style="list-style-type: none"> <li>• Staff have the opportunity to contribute to library planning</li> <li>• Staff are informed about CL's planning and priorities</li> <li>• Staff feel confident in their ability to engage and support customers</li> <li>• CL has a diverse workforce (in age, culture, life experience and ability) that reflects the communities we serve</li> </ul>		
		4.3.1	Encourage staff to work to their strengths	Staff workplans developed and implemented	GMOD	Leadership	Feb	• Strengths conversations through Increment reviews and performance planning		Completed all banding level reviews.
		4.3.2	Provide staff with opportunities to co-design services and programs	Teams hold annual planning sessions	GMCE	Leadership	Ongoing	• Staff conversations that encourage creativity and innovation in service delivery and program planning		Staff are encouraged to share ideas and drive implementation through working groups, planning meetings and workplans
		4.3.3	Provide staff with regular updates on CL's performance, including community feedback	Report community survey results to staff	CEO	Exec	Oct	<ul style="list-style-type: none"> <li>• CL staff share belief in the value of the services we provide and the communities we support</li> <li>• Community feedback is communicated to staff regularly and positive stories pulled together in the annual report</li> <li>• Monthly performance statistics are available for staff</li> </ul>		Full data set provided to Leadership team, and and select report shared with all staff. CEO updates include key data reports on membership and visitation.
		4.3.5	CL is an inclusive employer	Recruitment of bi-cultural staff	GMOD	Exec	Ongoing	• CL workforce is diverse and represents the community we serve		New casual workforce was a great opportunity to engage bi-cultural and LGBTQIA+ staff.



## 4 Organisational Excellence

### Strengthen our capacity to lead adapt and innovate to meet changing community needs

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 - (endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
4.4	Know and understand our impact							<ul style="list-style-type: none"> <li>CL regular collects and reports on its impact</li> <li>CL's board, council staff and community organisations are aware of CL's impact</li> </ul>		
		4.4.1	Explore opportunities to strengthen data collection within CL	Appointment of Business Insights Officer/ Dig Lit team working on what evidence we need to gather to show improvements in community literacy	CEO GMFDO GMCE	Exec	Dec-2023	<ul style="list-style-type: none"> <li>Plan for data collection developed to begin in July 2024</li> </ul>		See comment for 2.1.1
		4.4.2	Work with partners to track and understand CL's impact across council goals	Meet with Council to plan collection of new LGPRF measures	CEO	Exec	August	<ul style="list-style-type: none"> <li>Community engagement with the library - visits (physical and virtual), membership</li> </ul>		Completed
		4.4.3	Report on CL's impact annually	Develop Annual report	CEO	Exec	Sep-2023	<ul style="list-style-type: none"> <li>Annual Report</li> </ul>		2023 Report submitted to Minister.
4.5	Seek funding opportunities that enhance our capacity to support the community							<ul style="list-style-type: none"> <li>Additional services and programs are delivered as a result of funds raised</li> </ul>		
		4.5.1	Apply for funding and grant opportunities	Apply for Be Connected, Multicultural Storytimes and Science Week grants	CEO GMFDO GMCE	Dig Lit	July	<ul style="list-style-type: none"> <li>Applications for funding and grants completed</li> <li>Success in receiving funding and grant opportunities</li> </ul>		Applications completed for grants - Be Connected successful. Awaiting outcome of Digital Sisters.
		4.5.2	Raise funds through donations and sponsorships from our community	Review and update CL's fundraising strategy	CEO	Marketing	Dec	<ul style="list-style-type: none"> <li>Targeted donation campaigns as appropriate</li> </ul>		Complete.

## 4 Organisational Excellence

### Strengthen our capacity to lead adapt and innovate to meet changing community needs

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 - (endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
4.6	Good Governance and compliance with legislative requirements							<ul style="list-style-type: none"> <li>• An informed and engaged Board</li> <li>• A reputation for good governance practices</li> <li>• Unqualified Audit Opinion from Victorian Auditor General's Office</li> </ul>		
		4.6.1	Robust oversight of CL by the Board	Strategic Workshop held Oct	CEO	Exec	Oct			Insights gathered to support next year of Library Plan, future Board meetings and support transition to compliant entity.
		4.6.2	Board performance evaluation conducted annually	Board members sign Board code of conduct	Chairperson CEO (admin only)	Exec	Jan-2024			Complete.
		4.6.3	Compliance with relevant legislation	Compliance with listed outcomes	GMFDO Exec Team	Exec	<ul style="list-style-type: none"> <li>• Annual Financial Report (July)</li> <li>• VAGO opinion (Aug/Sep)</li> <li>Forwarded to Minister by 30 Sep</li> <li>• Fringe Tax Benefit (Annual – May )</li> <li>• BAS - Quarterly</li> <li>• CCL Insurance Declarations (Jun)</li> <li>• Workcover Remuneration Declaration (Aug/Sep)</li> <li>• Annual Report Forwarded to the Minister by Sep 30</li> </ul>	<ul style="list-style-type: none"> <li>• Compliance with Local Government Act (1989)</li> <li>• Compliance with Industrial Relations and Human Resource practices.</li> <li>• Meeting financial legislative and reporting requirements</li> <li>• Service and license agreements with member councils maintained</li> <li>• Delivery and completion of the Annual Report</li> </ul>		All compliance documentation completed as at required dates.

#### 4 Organisational Excellence

##### Strengthen our capacity to lead adapt and innovate to meet changing community needs

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 - (endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
		4.6.4	Annual Budget	Compliance with listed outcomes	GMFDO Exec Team	Exec	<ul style="list-style-type: none"> <li>Proposed budget approval by CL Board.</li> <li>Forwarded to Minister by Aug 31</li> <li>Quarterly Budget report to Board - Apr, July, Oct &amp; Jan</li> <li>Draft Budget presented to the Board (Nov2023)</li> <li>Budget endorsement by the Board. (Feb/Mar)</li> <li>Public notice – request submissions. (May)</li> <li>June 2024 Budget Approval by CL Board.</li> </ul>	<ul style="list-style-type: none"> <li>All our activities are governed by sound financial and business management principles</li> <li>Annual Budget comes within +/- 5% projections</li> <li>Maintain working capital ratio above 1.3</li> <li>The Board provides good governance and advice.</li> </ul>		All compliance documentation completed as at required dates.
		4.6.5	Library Plan	Compliance with listed outcomes	CEO	Exec	<ul style="list-style-type: none"> <li>Forwarded to Minister by Aug 31</li> </ul>	<ul style="list-style-type: none"> <li>Review of our Library Plan on an annual basis</li> <li>Lodged on time and in accordance with Local Government Act (1989)</li> </ul>		All compliance documentation completed as at required dates.

## 4 Organisational Excellence

### Strengthen our capacity to lead adapt and innovate to meet changing community needs

Strategy		Action		Key Activity	Manager Responsible	Team	Timeline	Aims and Outcomes <small>As outlined in the Library Plan 2021-2025 - (endorsed Apr 2023). Additional Aims and Outcomes listed next to each Key Action and Activity.</small>	Traffic Light Status	Evidence/ Comments
		4.6.6	Strategic Resource Plan (SRP)	Compliance with listed outcomes	GMFDO Exec Team	Exec	<ul style="list-style-type: none"> <li>Adopted by CL Board June 2024</li> <li>Copy to Minister before Aug 31.</li> </ul>	<ul style="list-style-type: none"> <li>Lodged on time and in accordance with Local Government Act (1989)</li> </ul>		All compliance documentation completed as at required dates.
4.7	Provision of strategic guidance and support to Member Council							<ul style="list-style-type: none"> <li>Our community has access to high quality library services</li> <li>Our communities are stronger, healthier and better connected</li> </ul>		
		4.7.1	Strong connections across the public library sector at a national and state level.	Leadership team participation in PLV SIGs	Exec Team	Leadership	Ongoing	<ul style="list-style-type: none"> <li>Active participation and engagement with PLV</li> </ul>		Exec involved with PLV managers group, operations, and LT participate in ICT, Collections, Marketing, Reader Development and CALD groups.
		4.7.2	Provide guidance and support to Member Council on the future development and delivery of library services	Participant in future masterplan and precinct planning discussions for Cranbourne	Exec Team	Leadership	Jun-2024	<ul style="list-style-type: none"> <li>The role of public libraries is embraced and understood by Member Council</li> <li>Recognition of CL as an active contributor to community life and wellbeing</li> </ul>		Complete.
		4.7.3	Support key strategic partners by sharing our expertise, and bringing our strengths to planning conversations	Conduct community survey	CEO	Marketing	September	<ul style="list-style-type: none"> <li>Community feedback and advice is used as evidence during planning</li> <li>Maintain Net Promoter Score between 55 and 65 (Biannual Community Survey)</li> <li>Communicating positive stories about CL - local media coverage</li> </ul>		2000+ responses to September 2023 survey. NPS remains at 65

**IN CAMERA**

<b>C38/2024</b>	<b>CEO PERFORMANCE REVIEW</b>
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**GENERAL BUSINESS**

**NEXT MEETING**

Wednesday 23 October 2024 – online teams meeting

Wednesday 20 November 2024 – online teams meeting