

Josephine Community Library District
Board of Directors Regular Meeting
Wednesday, November 20, 2019 at 5:30 pm, Grants Pass Branch
Agenda

Board members:

Position 1	Position 2	Position 3	Position 4	Position 5
Beecher Ellison	Laurel Samson, Vice President	Gina Marie Agosta	Pat Fahey	John Harelson, President

Agenda Items	Action	Responsible	Time
Call to Order		J. Harelson	
Standing Items			
<ul style="list-style-type: none"> 1. Approval of agenda 2. Approval of consent agenda <ul style="list-style-type: none"> a. October 16 meeting minutes b. Policy 3-3-4 Security Cameras c. Policy 3-6-2 Library Card Registration d. Policy 4-5-1 Vacation e. Article IV Section 5 Governance 3. Public comment 4. Correspondence 5. Annexation petition review: Karin Cooley, Paul Weller, Deborah Lee Yeats 	Motion	<ul style="list-style-type: none"> J. Harelson J. Harelson J. Harelson J. Harelson J. Harelson 	
Staff Reports			
<ul style="list-style-type: none"> 1. Library director's report 2. Financial report 	Report Report	K. Lasky K. Hay	10 min 5 min
Action Items			
<ul style="list-style-type: none"> 1. Authorization of library director's contract 2. Approval of lease agreement 3. First reading: Personnel Policy 4-4-3 	Resolution Discussion Discussion	L. Samson K. Lasky K. Lasky	5 min 10 min 10 min
Board Member Reports			
<ul style="list-style-type: none"> 1. Library Foundation liaison report 2. Facilities Oversight Task Force report 	Report Report	D. Mannix Ellison/Samson	5 min 5 min
Announcements			
<ul style="list-style-type: none"> 1. Comments from board members 2. Date and agenda items for next meeting 		All J. Harelson	5 min
Executive session: Performance Review			
To consider the employment of a public officer, employee, staff member or individual agent of the district per ORS 192.660(2)(a)		J. Harelson	10 min
Adjourn		J. Harelson	

Date and Time	Upcoming Meetings and Events
November 12 - December 31	Library Foundation's fundraising drive
November 23, 11am-2pm	Illinois Valley Harvest Celebration, Illinois Valley branch
November 28-29	Libraries closed for Thanksgiving holiday
December 7, 4:30-6:30pm	Volunteer Appreciation Holiday Party, Grants Pass branch
December 14, 1-3pm	Something About Poetry, Grants Pass branch
December 18, 5:15pm	JCLD regular board meeting, Grants Pass branch
December 25	Libraries closed for Christmas holiday
January 1	Libraries closed for New Year's holiday

Josephine Community Library District
Board Regular Meeting Minutes
Wednesday, October 16, 2019 at 5:30 pm
Wolf Creek Branch Library

Members present: John Harelson, Laurel Samson, Pat Fahey, Gina Marie Agosta, Beecher Ellison

Members absent: none

Staff present: Library Director Kate Lasky, Communications Coordinator Brandace Rojo, Business Manager Kedron Hay, Wolf Creek Branch Manager Alyssa Donoho

Contractors: Communications Specialist Teresa Stover

Guests: Josephine Community Library Foundation Executive Director Heather Lydon

CALL TO ORDER. Mr. Harelson called the meeting to order at 5:30 pm.

STANDING ITEMS

Approval of agenda. There were no changes to the agenda.

Approval of consent agenda. Below are items included in the consent agenda. There were no changes to the consent agenda.

- **Approval of September meeting minutes.** The board reviewed the last regular board meeting minutes.
- **Policies, second reading: Operations**
 - Policy 3-2-2, Donated Materials
 - Policy 3-6-6, Fees
- **Draft AFR from Gerald Burns, CPA**

Motion: Ms. Samson moved to approve the consent agenda including the September 18 board meeting minutes and resolution 2019-025. Mr. Ellison seconded. The motion passed unanimously.

Public comment. There was no public comment.

Correspondence. There was no correspondence.

STAFF REPORTS

Library director's report. Ms. Lasky reviewed the Library Director's Report dated October 16, 2019. The following are highlights:

- Ms. Lasky recommended that the board of directors ask the political action committee to consider a campaign for library district annexations.
- The board of directors agreed to receive reports on alternative library cards quarterly rather than monthly from now on.
- Ms. Lasky suggested aligning communications with the library foundation on the library district strategic plan to highlight the dedication to enhancing facilities across the library system.

Motion: Ms. Samson moved to approve the change to the strategic plan ending in 2020. Ms. Agosta seconded the motion. The motion passed unanimously.

- The Williams Branch Manager is now working as the Collection Development Librarian. Applications are being accepted for the Williams Branch Manager position.
- Ms. Lasky expressed challenges in invoicing for the E-rate project with Hunter Communication.

- The Carpenter Foundation awarded \$16,000 to the Library Internet Infrastructure Project.
- The library is still raising awareness for Ebooks for All and the MacMillan Publishing embargo.
- The Grants Pass Friends of the Library has decided their purpose is to raise funds to support adult digital literacy and Quick Reads purchases.

Financial report. Ms. Hay reviewed the September Financial Statement memo dated October 16, 2019. She also reviewed the Profit & Loss Budget vs. Actual – General Fund statement through September 2019, the Profit & Loss statement for grants through September 2019, and the Balance Sheet as of September 30, 2019.

Strategic Plan/board work plan. Board orientation went well for Ms. Agosta and Mr. Fahey

ACTION ITEMS

Authorization of website consultant contract. Ms. Lasky reviewed the contract with Mark Wyner for a website redesign. Ms. Samson asked what the timeline is for the project and Ms. Lasky responded that the district would like to seek grant funding for the project pushing the timeline out to 2020.

Motion: Mr. Fahey moved to approve resolution 2019-026 to authorize the Mark Wyner contract to redesign the library district website. Ms. Agosta seconded. The motion passed unanimously.

Policies, first reading: Operations and Personnel. The board had its first reading and discussion of the following policies:

- Operations 3-4-4, Security Cameras
 - **Action:** Ms. Lasky will ask SDAO to review this policy.
- Operations 3-6-2, Library Card Registration
- Board Governance Policy Article IV
 - **Action:** Mr. Harelson requested to change the language in Section 3 to “...a board member when the President or Vice President are unavailable...”
- Personnel 4-5-1, Vacation
 - **Action:** Mr. Harelson would like a projection of how the \$16,000 liability would grow.

The second reading of these policies will take place at the November board meeting.

BOARD MEMBER REPORTS

Library Foundation liaison report. Ms. Stover reported that the library foundation hired Ms. Lydon as their Executive Director. Ms. Stover has been working on onboarding with her for the past two weeks.

The end-of-year fundraising drive is scheduled to kick off mid-November.

Foundation board member Doug Walker has offered his services to remove the deck at the Wolf Creek branch.

Facilities Oversight Task Force. Ms. Samson reported that the representatives from the Foundation have been working with their attorney, the seller, and his attorney about the property of interest for a Grants Pass building and an agreement was reached.

ADJOURNMENT

Mr. Harelson announced that the board would be moving in to executive session to review the performance of a chief executive officer, other officers, employees, and staff members of the district per ORS 192.660(2)(i). The meeting adjourned at 7:02 pm to move in to executive session.

EXECUTIVE SESSION

Mr. Harelson moved the board into executive session at 7:02 pm. The board moved out of executive session at 3:47 pm.

CALL TO ORDER. President Mr. Harelson called the regular board meeting back to order at 3:47 pm.

ACTION ITEMS FROM EXECUTIVE SESSION

Motion: Mr. Ellison moved to authorize a 2.5% pay increase for the library director retroactive the hire date anniversary of October 9 and a renewal of the contract. Mr. Fahey seconded the motion. The motion passed unanimously.

ANNOUNCEMENTS

Comments from board members. There were no comments

Date and agenda items for next meeting. Mr. Harelson announced that the next regular meeting will be at 5:15 pm on Wednesday, November 20 at the Grants Pass branch.

ADJOURNMENT

The meeting adjourned at 7:14 pm.

Respectfully submitted,



Board Secretary Brandace Rojo
Josephine Community Library District

TO: **Josephine Community Library District Board of Directors**
FROM: **Kate Lasky, Library Director**
DATE: **November 20, 2019**
SUBJECT: **Second Reading of Operations Policies**

The board had its first reading of the following policies at the October 2019 board meeting. The board requested that SDAO review the Security Camera policy. SDAO advised that the ORS 192.502 was renumbered to 192.555. There were no changes to the Fees policy. These are now presented for second reading and adoption.

- Operations Policy 3-3-4 **Security Cameras** (new)
- Operations Policy 3-6-2, **Library Card Registration** (revised)

Resources: SDAO

Deschutes library policies
Neptune public library policies
Skokie library policies
Bloomington public library policies

Policy 3-3-4. Security Cameras

Video Surveillance Use Policy

Josephine Community Library District strives to maintain facilities that are safe and secure for staff, volunteers, and patrons. To this end, selected areas of the library premises are equipped with video cameras that are recording at all times. Cameras will be placed only in areas where patrons, staff, and volunteers have no reasonable expectation of privacy. Signs informing the public of video surveillance are posted at library entrances.

Purpose and Scope:

The purpose of video surveillance is to gather information that may be used to prosecute, or investigate instances of theft, vandalism, or public endangerment on the library premises.

The library's video surveillance system shall be used only for the protection and safety of patrons, volunteers, employees, assets, property, and to identify persons breaking the law or violating the library's Code of Conduct.

Confidentiality:

Video records may contain personally identifiable information about an individual who has used the library ("patron information") and as such, will be considered part of a patron's "library record" and accorded the same level of confidentiality and protection provided by [Oregon Rev. Statutes § 192.355192.502 - Paragraphs 4 and 23](#) and JCLD Policy 3.1.1 Privacy and Confidentiality of Library Records

Access to Footage:

The system will be secure and will only be viewed by those trained and authorized to do so.

Persons with authorized access to the CCTV surveillance system shall be limited to: a. The Library Director and their designees b. The Public Services Director and their designees c. The Maintenance Coordinator, d. Branch Managers, and e. Contractors authorized by the Library Director or Maintenance Coordinator, for the limited purpose of performing repair, installation, and maintenance on the system.

Disclosure of Footage:

Video records may be used by individuals authorized under this policy to identify the person or persons responsible for library policy violations, criminal activity on library property, or violation of the Library's Code of Conduct.

When criminal activity is identified, incident-specific still images or video records may be shared with law enforcement to assist in the investigation and prosecution of the crime identified.

Video records may be shared with other library employees, upon approval by the Director, in order to identify person(s) suspended from library property and to maintain a safe, secure and policy-compliant environment.

Video records shall not be used or disclosed other than as specifically authorized by this policy.

All requests for video footage or still images from the security system will be referred to the Library Director or their designee.

Video surveillance footage will be disclosed to law enforcement only pursuant to legally valid search warrant, subpoena, court order, or where otherwise required by law.

Confidentiality concerns prohibit the general public from viewing security camera footage that contains patron information. Members of the general public requesting footage will be advised to make a request through law enforcement.

Retention and Storage of Footage

Images from the library video security system are stored digitally on hardware in the library. Security camera footage will be kept confidential and security recording equipment is housed in a locked area. Logs will be kept of all instances of access to, and use of, recorded data to enable a proper audit trail.

Recorded video will be retained for a period of no more than 30 days and will then be automatically erased, unless retained as part of a criminal investigation or court proceedings (criminal or civil).

Policy 3-6-2. Library Card Registration

Adopted 3/15/2018

Revised 9/27/2018

Revised 12/20/2018

A. Application

To receive a full-service library card, patrons aged 18 and older must complete and sign an application, providing name, mailing address, street address, telephone number, date of birth, and proof of identity with photo.

Applicants under 18 must complete an application, providing name, mailing address, street address, telephone number, and date of birth. Applicant must be accompanied by adult over age 18 accepting responsibility for the minor's use of the library card. Adult signing application must provide name, address, and proof of identity with photo.

JCLD recognizes privacy concerns regarding retention of personal information. Library card applications are destroyed within 30 days of review, and identifying information within the integrated library system may be deleted or altered upon patron request.

B. Proof of Identity and Address

The person accepting responsibility for use of the library card (the adult applicant or the adult signing a minor's application) must provide proof of identity and of current residence address. Acceptable forms of proof of identity include a valid driver's license or a state ID card. Acceptable forms of proof of current residence address include: a valid driver's license, state ID card, utility bill, rent receipt, lease or mortgage agreement, imprinted check, or a postmarked piece of mail delivered to the street address. Staff members are encouraged to use sound but flexible judgment in accepting applications and address proof, remembering that our goals are to verify that the applicant lives within the area that supports JCLD financially and to have enough information to contact the patron regarding overdue, billing, and other notices.

C. Missing Cards

All patrons are expected to bring their library cards with them if they intend to check out items. Exceptions may be made for the occasional forgotten card on a one-time basis. ~~Lost cards will be replaced for \$3.~~

D. Expiration

All library cards will automatically expire in accordance with the type of card issued. Cards must be renewed in person with valid proof of address and identification appropriate for the type of card. Outstanding fines should be resolved, and out-of-district fees are due at renewal. Rebates are not available for any unused portion of time remaining on out-of-district cards.

**BEFORE THE BOARD OF DIRECTORS
OF THE JOSEPHINE COMMUNITY LIBRARY DISTRICT**

In the Matter of Adopting Policies for)	
Josephine Community Library District)	Resolution No. 2019-027
)	
)	

WHEREAS, the Board of Directors has reviewed new and revised operations policies written for the Josephine Community Library District; now therefore

The JOSEPHINE COMMUNITY LIBRARY DISTRICT BOARD OF DIRECTORS hereby resolves

The following new and revised operations policies which are attached hereto and incorporated herein by this reference are authorized for implementation:

Operations Policy 3-3-4, Security Cameras (new)

Operations Policy 3-6-2, Library Card Registration (revised)

DONE AND DATED this 20th day of November, 2019.

Pat Fahey, Board Member

Gina Marie Agosta, Board Member

John Harelson, Board Member

Beecher Ellison, Board Member

Laurel Samson, Board Member

TO: Josephine Community Library District Board of Directors
FROM: Kate Lasky, Library Director
DATE: November 20, 2019
SUBJECT: Second Reading of Personnel Policy

The board had its first reading of the following policy at the October 16 board meeting. The board requested no changes for this policy, which is now presented for second reading and adoption. For the rationale behind the revised policy, see the policy memo in the October 16 board packet. Changes are highlighted in the policy text attached.

- Personnel Policy 4-5-1, **Vacation** (revised)

Recommendation:

This policy revision was recommended by management and supervisory staff of the library district. It is recommended the board approve a broader more, attainable vacation benefit such that new employees to the district may increase their benefit annually.

Section 4-5. Time Off

Policy 4-5-1. Vacation

Adopted 12/16/2017

Revised 1/25/2018

Revised 7/18/2019

Revised xx/xx/xxxx

Josephine Community Library District (JCLD) vacation benefits are intended to provide eligible employees with a period of paid rest and relaxation away from work. Accordingly, employees are encouraged to schedule vacations each year, and to use all earned vacation benefits.

If a holiday falls during an employee's scheduled vacation, the employee will receive holiday pay for the day, if eligible for such pay, and will not be charged for vacation benefits for the day.

JCLD provides vacation benefits to its regular full-time and part-time employees who work 20 hours a week or more. Eligible employees will commence earning vacation benefits on the 91st day of employment. Vacation hours are accrued for each paid hour. Vacation credits shall not accrue during any unpaid leave of absence. Accrued and unused vacation benefits shall be paid upon termination of employment.

Years of Employment	Full-time 40 hours per week	Vacation hours accrued per pay period	Part-time 20 hours per week	Vacation hours accrued per pay period
For years 1—5 <u>1</u>	80 hours	3.08	40 hours	1.54
For years 6—10 <u>2</u>	100 <u>120</u> hours	4.62 <u>3.85</u>	50 <u>60</u> hours	2.31 <u>1.92</u>
For years 11 or more <u>3</u>	120 <u>160</u> hours	6.15 <u>4.62</u>	60 <u>80</u> hours	3.08 <u>2.31</u>
<u>For year 4</u>	<u>140 hours</u>	<u>5.38</u>	<u>70 hours</u>	<u>2.69</u>
<u>For years 5 or more</u>	<u>160 hours</u>	<u>6.15 hours</u>	<u>80 hours</u>	<u>3.08</u>

Any variance in regularly scheduled hours worked per week between 20 hours and 40 hours would be prorated in the same manner as outlined in the chart.

Vacation accrued shall not exceed the maximum of 120 hours in a year for full-time employees and 60 hours in a year for part-time employees, to be carried over on an

employee's anniversary date. Any hours in excess of that amount will be forfeited. For example, full-time employees who accrue 120 hours of vacation forfeit any unused hours in excess of 120 hours.

Utilization of vacation time shall be approved by the library director or direct supervisor for all employees. Vacation time may be used for sick leave as defined in Policy 4-5-3, *Sick Leave*, when the sick leave accrual has been exhausted, or for family leave as defined in Policy 4-5-4, *Leaves*. All time granted shall be compensated at the normal pay rate for the employee. Vacation time for the library director shall be reviewed and approved by the president of the JCLD Board of Directors.

**BEFORE THE BOARD OF DIRECTORS
OF THE JOSEPHINE COMMUNITY LIBRARY DISTRICT**

In the Matter of Adopting Policies for)	
Josephine Community Library District)	Resolution No. 2019-028
)	
)	

WHEREAS, the Board of Directors has reviewed the personnel policy written for the Josephine Community Library District; now therefore

The JOSEPHINE COMMUNITY LIBRARY DISTRICT BOARD OF DIRECTORS hereby resolves

The following personnel policy which is attached hereto and incorporated herein by this reference are authorized for implementation:

Personnel Policy, 4-5-1, Vacation (revised)

DONE AND DATED this 20th day of November 2019.

Gina Marie Agosta, Board Member

Pat Fahey, Board Member

John Harelson, Board Member

Beecher Ellison, Board Member

Laurel Samson, Board Member

TO: Josephine Community Library District Board of Directors
FROM: Kate Lasky, Library Director
DATE: November 20, 2019
SUBJECT: Board Governance Policy Article IV revision

Explanation

The board developed and adopted its governance policies (also called bylaws) in July 2017, including Article IV Section 3 which indicates a special meeting of the board may be convened three members of the board. Because three members of the board represent a quorum, Section 3 is not in compliance with Oregon public meeting law.

Article IV Section 5 indicates all members of the board must meet in person, which is not currently the practice of the board as they allow board members to call into the meeting.

Recommendation

It is recommended the board review and update Article IV Section 3 to align with Oregon public meeting law. It is for the board to determine the best option for special meeting requests. Note that under Oregon public meeting law, there exist provisions for calling emergency meetings which are not considered the same as special meetings.

It is recommended the board review and update Article IV Section 3 by deleting the mention of “present in person” to allow board members to call into the meeting.

ARTICLE IV: MEETINGS

Section 1. The regular meetings shall be held once each month, the date and hour to be set by the Board of Directors at the first annual meeting, which is the first meeting of each fiscal year. The location shall be a facility within Josephine County which complies with current state and federal laws requiring access for disabled persons.

Section 2. The annual meeting shall be held in July of each year. At the annual meeting the Board shall elect officers for that fiscal year.

Section 3. Special meetings may be called by the Secretary at the direction of the President, or at the request of ~~three members~~ a board member when the President or Vice President is unavailable, for the transaction of business as stated in the call for the meeting.

Section 4. Proper notification of the media and all persons who have requested regular notice will be given for all regular, annual and special meetings.

Section 5. A quorum for the transaction of business at any meeting shall consist of three members of the Board of Directors, ~~present in person~~.

Section 6. In conducting all meetings, decisions will be by consensus when possible. Proceedings will be governed by *Robert's Rules of Order*.

Section 7. In August, the board shall adopt an annual report reflecting the condition of the library, and the provision of library services to the community as determined by the goals and objectives of the library's strategic plan.

**BEFORE THE BOARD OF DIRECTORS
OF THE JOSEPHINE COMMUNITY LIBRARY DISTRICT**

In the Matter of Adopting Policies for Josephine Community Library District))))	Resolution No. 2019-029
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WHEREAS, the Board of Directors has reviewed revised governance policy written for the Josephine Community Library District; now therefore

The JOSEPHINE COMMUNITY LIBRARY DISTRICT BOARD OF DIRECTORS hereby resolves

The following revised governance policy which is attached hereto and incorporated herein by this reference are authorized for implementation:

Governance Policy Bylaws of the Board of Directors, Article IV (revised)

DONE AND DATED this 20th day of November 2019.

Pat Fahey, Board Member

Gina Marie Agosta, Board Member

John Harelson, Board Member

Beecher Ellison, Board Member

Laurel Samson, Board Member

Annexation Petitions

November 20, 2019

The following property owners are petitioning that their properties be annexed to the Josephine Community Library District. Their petitions will be on hand at the November 20 board meeting for review and action.

	Property Owner	Address
1	Cooley, Karin	5482 Caves Hwy Cave Junction, OR 97523
2	Paul Weller	419 Dick George Rd Cave Junction, OR 97523
3	Yeats, Deborah Lee	192 Firwood Dr Grants Pass, OR 97527

TO: **Josephine Community Library District Board of Directors**
FROM: **Kate Lasky, Library Director**
DATE: **November 20, 2019**
SUBJECT: **Library director's report**

Action

- Library director has been invited to present the keynote for the North Carolina library association conference. The association has offered an honorarium. Director seeks board permission to accept the honorarium and/or take vacation time for this trip in May 2020.

General Updates

- The Volunteer Appreciation Holiday Party will be held at the Grants Pass branch on Saturday, December 7, from 4:30-6:30 pm. Board members are encouraged to attend.
- The district completed the recruitment process for a Williams branch manager. Jaimie Menzel accepted the position and began employment in October.
- The foundation voted to sign an option to purchase a property in downtown Grants Pass. More information will be made available on the foundation's website when the option is signed.
- The patron survey launched on November 4 and ended November 15. Results of the survey will be reported at the December board meeting. Feedback from the public will be used to develop the FY20-21 budget.
- Website development project began on November 4 with research phase of the work. The district is currently seeking grant funding for the project. Mark Wyner will visit the library on November 21-22. Target launch of the new site is set for May 1, 2020.

Stories

- **In Grants Pass**, a young parent with an infant was prepared to read to the child at the library without checking out items because of an out-of-district address. The parent was thrilled to learn about scholarship options and was able to get a card for the infant that day with the discontinuation of the minimum age requirement.
- **In Illinois Valley**, the IV branch manager assisted a young woman in the computer lab to build her first resume with the Resume Builder through the online services. When completed she printed copies and sent a digital copy to herself for future use. The following week she came into the library to personally thank the branch manager for helping her land the job she was after.
- **In Wolf Creek**, a regular patron of the Wolf Creek branch was quietly working in the community room when the branch manager heard him gasp. The patron hurried to the checkout desk and said, "I'm just now getting to check my email and I saw in the newsletter that you have WiFi hotspots available. Do you have one here that I could

check out?” This started a trend of a few regular patrons checking out the Wolf Creek hotspot as well as requesting them from Grants Pass. A couple weeks later, this same patron said that having access to a hotspot had been very helpful and they hoped the district would send more to “live” at the Wolf Creek branch.

Successes

- Submitted the Annual Financial Report (AFR) to Pauly Rogers & Co. per the annual audit process.
- Received first round of invoices from Hunter, complete and correct.

Challenges

- A wheelchair-bound patron was unable to navigate tight corners to exit Grants Pass restroom. Maintenance coordinator is replacing current signage that incorrectly indicates this bathroom is wheelchair accessible.
- Hotspot check-out procedures remain a challenge for both patrons and volunteers. Possible procedure changes are being discussed by adult services and volunteer manager, public services director, and technical services manager.

Imperative #1 Enhance program quality and customer service

- The first Welcome to Computers class ended successfully with 12 participants completing the course and receiving laptops from Free Geek to take home. Feedback from participants was overwhelmingly positive and the program coordinator recommended continuing the program.
- Volunteers and staff at the Grants Pass branch have been working on upgrading the collection by replacing damaged books.
- Adult programming plan for 2020 is in process including a new Adulting 101 series with classes such as resume building/interviewing, basic car maintenance, budgeting, and simple pet care. Adult services manager is working with partnership manager to identify community members to partner with on specific classes.
- The collection development librarian and communications coordinator have been preparing to attend the Feria Internacional del Libro (International Book Fair) in Guadalajara, Mexico next month. Preparations have included securing a vendor to assist with purchasing and logistics, budget planning, and outreach to Spanish-speaking members of the community to assess local information needs.

Imperative #2 Nurture a work culture that values and supports its staff and volunteers

- Input on shelving procedure updates being sought by two shelving trainer volunteers.
- Business manager and maintenance coordinator attended SDAO risk management training.

- Technical services manager represented the district on the Oregon Digital Library Consortium (ODLC-Library2Go) governing board at the fall meeting. In addition to regular business, the ODLC member libraries discussed possible strategies for handling recent publisher changes to licensing terms including the Macmillan embargo.
- Technical services manager represented the district at the State Database Licensing Advisory Committee (SDLAC) meeting at the State Library of Oregon. The SDLAC's current focus is developing the new RFP content and platform requirements for Skill Building & Test Preparation online resources (Learning Express or a similar platform).
- The new collection development librarian has been getting oriented to her new position, including meeting individually with staff and key volunteers, training with the interim collection development librarian, and attending online courses.
- The new Williams branch manager participating in scheduled orientation and training.
- The youth services librarian attended the Oregon Young Adult Network fall workshop on unhoused and marginally housed youth.
- Library director presented keynote to regional library directors meeting in Newport.
- Library director, partnership manager, and communications coordinator continue to provide fundraising drive implementation and training for foundation's new executive director.

Imperative #3 Enhance the facilities across the library systems

- **In Grants Pass**, as the branch is leased through Josephine County, the building operations and maintenance department secured bids for asbestos removal and tile replacement at the Grants Pass branch. The district is seeking funding for abatement from the Solid Waste Agency.
The new office in the Ben Bones Room was finished, including electrical, drywall, texture, paint, windows, trim, flooring and new ceiling tiles. In addition, a new desk, office chair and computer were purchased and installed. Replaced heavy banquet table in the Ben Bones room with new, light-weight tables.
The storage pod removed from parking lot as major weeding projects are winding down for 2019.
- **In Illinois Valley**, dead trees and limbs were trimmed and removed thanks to foundation financial support. The chain-link fence was repaired after being vandalized.
- **In Wolf Creek**, plans for deck and door removal are in the process. New covers over outdoor outlets are still in place after being vandalized.

Imperative #4 Develop efficient operating systems and structures.

- Elimination of overdue fines has greatly reduced the number of cash register transactions processed. Current register procedures are being reevaluated to simplify processes accordingly.

- An operating procedures binder was provided for each branch to improve volunteer training and promote operational consistency system-wide. Initial procedures included all phases of circulation, library card registration and renewals, and replacement of damaged materials.
- The collection development librarian has become familiar with selection and acquisitions processes and has been assisting the public services director in developing procedures so that volunteers and branch managers can begin replacing damaged items in branch collections.
- Scholarship library cards issued by the district and paid for by the foundation compared quarterly:

Q1 FY20 (July, Aug, Sept)	Q4 FY19 (April, May, June)	Q3 FY19 (Jan, Feb, March)
3% 31 adult	2% 16 adult	3% 31 adult
8% 83 junior	11% 101 junior	9% 79 junior
8% 83 household	10% 88 household	11% 98 household

Percentage of all out-of-district new/renewed cards

Imperative #5 Build awareness and expand partnerships

- Communication about the Readapalooza WhoDunIt via social media ads, newspaper ads, through schools, in newsletters and in the library resulted in over 40 participants from schools all over Josephine County.
- Working with the facilitator of the Latinx Interagency Network Committee (LINC) in Jackson County to plan LINC meetings in Josephine County. The library has offered to host these monthly meetings at the Grants Pass branch beginning in January in an effort to create, improve, and bridge services and opportunities for the advancement of the Latinx community in southern Oregon.
- The district set up the foundation’s Facebook page and is implementing fundraising drive messaging through social media until the new executive director is trained. The first training session is scheduled for late November.
- Digital Inclusion Week at the beginning of October offered a great opportunity to share stories about the Welcome to Computer Class, Tech Time at all four branches, American Library Association’s Libraries Transform Book Pick, and the MacMillan Publishers eBook embargo.
- Library director worked with Sheepscot Creative to develop foundation messaging for the signing of an option to buy property in downtown Grants Pass. Page will go live when option is signed.

Partnership Updates

- **Grants Pass Museum of Art:** GPMS is partnering with the library to provide an art workshop, hosted by Kristen O’Neill from the museum, with a different theme quarterly.

The first part of the workshop will be held at the library then an activity or project correlating with the theme of the workshop will be held immediately following at the museum.

- **Author's Innovating Marketing:** Through this partnership, the district is experiencing challenges working with the writers who are hosting bimonthly workshops. With each new host, requests for individualized marketing materials that don't align with library branding are addressed. Communications coordinator and partnership manager have created and implemented a form for hosts to provide information for flyers, social media ads, and newspaper ads. Partnership manager is continuing to meet with the liaison for AIM to resolve.
- **Free Geek:** The first Welcome to Computers five-week class facilitated by collection development librarian and digital inclusion fellow at the Grants Pass branch had 12 participants that attended every class and received a free laptop provided by Free Geek. The district is planning another set of classes in January 2020 in Cave Junction. The partnership with Free Geek on the Welcome to Computers class was productive and will most likely continue into next year.
- **Boys & Girls Club and College Dreams:** The annual patron survey launched on November 4 and will end on November 15. Partnership manager is reaching out to partners such as Boys & Girls Club and College Dreams to reach teens to complete the survey. Last year this resulted in receiving more teen participation than ever before.

TO: Josephine Community Library District Board of Directors
FROM: Business Manager Kedron Hay
DATE: November 20, 2019
SUBJECT: October 2019 Financial Statement

Accounting

- The net income for the general fund on the P&L of -\$311,336 does not equal the Balance Sheet net income of -\$310,032. This is due to the Balance Sheet representing all funds/grants and the P&L representing only the general fund. -\$311,336 plus \$1,304 (net income of grants only) equals -\$310,032.
- JCLD invoiced Josephine Community Library Foundation \$1,440 for 24 household scholarships for.
- Library director signed agreement with Peoples Bank of Commerce to implement the Positive Pay service.
- The annual financial report draft revisions were made and submitted to Pauly Rogers & Co.
- The district received \$383 in dividends from SAIF (JCLD's workers' compensation carrier) for safety performance.
- The Hunter Communications invoicing for the Erate project is resolved and JCLD received invoices for July-October 2019, and the first special construction invoice.

Statement of Financial Activities (general fund P&L)

Revenue

- The district received \$0 for current year tax levy and \$2,880 of last year's tax levy income in October 2019; year to date tax revenue is \$0.
- Non-resident card fees equaled \$3,900 for the month of October.

Expenses

- Collection development budget is \$175,000 for general fund purchases. Total collection development dollars spent for the general fund is \$12,899 and \$7,667 for special funds in October. Total year to date collection development purchases are \$67,281 for all funds.

Special Contracts

- Special contracts include \$630 for technical/grant writing to Stover Writing Services and two payments to Sheepscoot in the month of October.

Grants

- Total of grant expenses for the month of September is \$5,086.
- Total revenue received from grants in FY20 is \$47,228 representative of 12 grants.

Statement of Financial Position: (balance sheet)

- The district assets include \$64,554 in the district checking account. The Grants Pass Maintenance Fund totals \$15,339 and is held in a savings account with People's Bank. LGIP account "General Pool 6000" represents tax dollars transferred from the Josephine

County Treasurer to the required government investment account and totals \$737,810. Cash Drawers at the four branches total \$390, and \$11,775 is held by the Josephine County Treasurer in the treasury account.

- The total combined assets of these accounts equal \$829,867 including \$48,127 in restricted grant funds and restricted maintenance reserve fund.

Josephine Community Library District
Profit & Loss Budget vs. Actual - General Fund
October 2019

	Actual October-19	Monthly Budget	Year to Date Actual	Annual Budget	\$ Over (Under) Budget
Ordinary Income/Expense					
Income					
4000 · Current Year Tax Levy	\$ -	\$ -	\$ -	\$ 1,352,601	\$ (1,352,601)
4005 · Prior Year Taxes	\$ 2,880	\$ 1,873	\$ 18,791	\$ 22,475	\$ (3,684)
4100 · Fines and Fees	\$ 908	\$ 1,417	\$ 5,442	\$ 17,000	\$ (11,558)
4102 · Non-Resident Card Fees	\$ 3,900	\$ 3,333	\$ 18,500	\$ 40,000	\$ (21,500)
4200 · Interest Income	\$ 1,820	\$ 1,458	\$ 9,242	\$ 17,500	\$ (8,258)
4300 · Other Revenues	\$ -	\$ -	\$ 1,523	\$ -	\$ 1,523
4310 · Donations	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 9,508	\$ 8,081	\$ 53,498	\$ 1,449,576	\$ (1,396,078)
Expense					
5000 · Personal Services	\$ 56,225	\$ 62,822	\$ 243,952	\$ 809,191	\$ (565,240)
5200 · Collection Development	\$ 12,899	\$ 19,880	\$ 40,979	\$ 175,000	\$ (134,021)
5300 · Technical Services	\$ 2,072	\$ 1,375	\$ 3,992	\$ 44,495	\$ (40,503)
5400 · Building Improvements	\$ -	\$ 4,337	\$ 329	\$ 26,020	\$ (25,691)
5500 · Facilities & Equipment	\$ 3,442	\$ 2,653	\$ 6,424	\$ 41,953	\$ (35,529)
5600 · Computer Maintenance	\$ 1,793	\$ 1,640	\$ 2,301	\$ 19,675	\$ (17,374)
5700 · Insurance	\$ -	\$ -	\$ 107	\$ 7,959	\$ (7,852)
5800 · Travel & Training	\$ 2,954	\$ 1,988	\$ 4,596	\$ 23,850	\$ (19,254)
6630 · Election	\$ -	\$ -	\$ -	\$ 1,000	\$ (1,000)
6640 · Auditor	\$ 6,009	\$ 1,250	\$ 6,009	\$ 15,000	\$ (8,991)
6650 · Patron Services and Supplies	\$ 487	\$ 640	\$ 1,164	\$ 7,680	\$ (6,516)
6660 · Volunteer Support	\$ 143	\$ 242	\$ 678	\$ 2,900	\$ (2,222)
6670 · Events at Library	\$ 225	\$ 1,093	\$ 425	\$ 13,120	\$ (12,695)
6680 · Communication & Outreach	\$ 512	\$ 2,025	\$ 5,778	\$ 26,700	\$ (20,922)
6690 · Special Contracts	\$ 6,748	\$ 5,500	\$ 25,980	\$ 71,000	\$ (45,020)
6699 · Legal Administration	\$ -	\$ 167	\$ -	\$ 2,000	\$ (2,000)
6700 · Administrative Support	\$ 2,802	\$ 1,875	\$ 5,689	\$ 22,499	\$ (16,810)
6800 · Telecommunications	\$ 1,975	\$ 940	\$ 4,792	\$ 11,280	\$ (6,488)
6850 · Utilities	\$ 3,958	\$ 3,036	\$ 11,639	\$ 36,426	\$ (24,787)
8000 · Transfers & Contingency	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expense	\$ 102,244	\$ 111,460	\$ 364,834	\$ 1,357,748	\$ (992,914)
Net Ordinary Income	\$ (92,735)	\$ (103,379)	\$ (311,336)	\$ 91,828	\$ (403,164)
Net Income	\$ (92,735)	\$ (103,379)	\$ (311,336)	\$ 91,828	\$ (403,164)

**Josephine Community Library District
Enhanced Library Services
October 2019**

	Revenue Collected through FY19	Revenue Year to Date FY20	Annual Budget	Total Revenue	Expenditure Spent through FY19	Expenditure Year to Date FY20	Total Expenditure	Remaining Fund Balance
Grant Revenue								
Carpenter Foundation - erate	0	16,000	16,000	16,000	0	0	0	16,000
Dorothy Thompson Fund	22,582	2,418	25,000	25,000	(25,093)	93	(25,000)	0
Dorothy Thompson Fund - 2019	0	10,289	25,000	10,289	(189)	(24,811)	(25,000)	(14,711)
Four Way-2019 Safety/Security	6,526	0	6,526	6,526	0	(6,526)	(6,526)	0
Friends of the Library	13,128	8,600	20,100	21,728	(8,888)	(793)	(9,681)	12,047
JCCC-History/Poetry-2019	1,500	0	1,500	1,500	(80)	(143)	(223)	1,277
JCLF	0	9,920	40,000	9,920	(7,150)	(2,812)	(9,962)	(42)
Josephine County-2019 Safety/Security	5,500	0	5,500	5,500	0	(5,500)	(5,500)	0
Kay Jean Turner - 2019	0	0	2,000	0	(773)	(773)	(773)	(773)
Kiwanis-2019	2,000	0	2,000	2,000	0	(475)	(475)	1,525
Kiwanis-Hearts Mission-2019	500	0	500	500	0	0	0	500
Ready to Read Program 2019	11,016	0	11,016	11,016	(1,275)	(4,192)	(5,467)	5,549
Solid Waste Agency	5,055	0	5,000	5,055	(832)	0	(832)	4,223
Total	67,807	47,228	160,142	115,035	(43,507)	(45,932)	(89,439)	25,595

Cash Basis

**Josephine Community Library District
P&L Special Funds (all transactions)
As of October 31, 2019**

	<u>Maintenance Fund (Special Funds)</u>		<u>Restricted</u>		<u>Unrestricted</u>	<u>Totals</u>
Maintenance Fund Beginning Balance	21,458.08		10,000.00		16,486.49	26,486.49
Transfer per Lease Agreement for 2019	5,000.00	Expenses				
Interest Earned	28.41	GP hot water heater	630.07	WM A/C	4,383.00	
	<u>26,486.49</u>	GP gutter/glashing	238.50	IV sewer	3,771.00	
		GP gutter cleaning	85.00			
Transfers to General Fund	<u>-11,147.86</u>	GP ceiling tiles	42.29			
		GP water fountain	1,600.00			
Total Maintenance Fund Balance at 6/30/2019	<u><u>15,338.63</u></u>	GP fans	398.00			
		Total Expensed	<u>2,993.86</u>		<u>8,154.00</u>	<u>11,147.86</u>
		To be Transferred				
		Remaining	<u><u>7,006.14</u></u>		<u><u>8,332.49</u></u>	<u><u>15,338.63</u></u>
Expense						
5500 - Facilities & Equipment						
5402 Branch Building Improvemen	6,134.79					
5501 - Bld Repairs & Maintenance	4,383.00					
5505 - Equipment Improvement & M	630.07					
Total Expense	<u><u>11,147.86</u></u>					

Josephine Community Library District
Balance Sheet
As of October 31, 2019

Oct 31, 19

	<u>Oct 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · People's Bank of Commerce	64,554
1010 · People's Bank-Savings	15,339
1100 · General Pool 6000	737,810
1150 · Cash Drawers	390
Total Checking/Savings	<u>818,092</u>
Other Current Assets	
1310 · JoCo Reserve for Disputed Tax	11,775
Total Other Current Assets	<u>11,775</u>
Total Current Assets	<u>829,867</u>
Fixed Assets	
1610 · Furniture and Equipment	303,131
Total Fixed Assets	<u>303,131</u>
TOTAL ASSETS	<u><u>1,132,998</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2400 · Deferred Revenues(audit)	5,597
Total Other Current Liabilities	<u>5,597</u>
Total Current Liabilities	<u>5,597</u>
Total Liabilities	<u>5,597</u>
Equity	
3900 · Fund Balance 'Unassigned' (Gen)	1,134,303
3920 · Capital Asset Investments	303,131
Net Income	-310,032
Total Equity	<u>1,127,401</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,132,998</u></u>

**BEFORE THE BOARD OF DIRECTORS
OF THE JOSEPHINE COMMUNITY LIBRARY DISTRICT**

In the Matter of Adopting the Renewal)	
of the Library Director Contract with)	Resolution No. 2019-030
Josephine Community Library District)	

WHEREAS, the Josephine Community Library District Board of Directors entered into an employment contract with library director Kate Lasky on September 21, 2017; and

WHEREAS, the current contract/employment agreement for Library Director has expired, and

WHEREAS, the board has reviewed library director's performance and determined to renew the contract of library director, Kate Lasky; now therefore

The JOSEPHINE COMMUNITY LIBRARY DISTRICT BOARD OF DIRECTORS hereby resolves

The contract for the library director is to be renewed effective July 1, 2019, pursuant to the terms of the contract/employment agreement, a copy of which is attached to this resolution and incorporated herein.

DONE AND DATED this 20th day of November, 2019.

Pat Fahey, Board Member

Gina Marie Agosta, Board Member

John Harelson, Board Member

Beecher Ellison, Board Member

Laurel Samson, Board Member

TO: Josephine Community Library District Board of Directors
FROM: Kate Lasky, Library Director
DATE: November 20, 2019
SUBJECT: Lease Agreement for foundation office space

Resources:

Library district attorneys: Honecker Cowling LLP

Background:

In partnership with the foundation, the district renovated a storage closet to be an office for the foundation's executive director. The foundation funded the project at \$5,000 and the district provided staff time and coordination support.

The district holds a lease agreement with the foundation for the use of the Wolf Creek branch. This lease agreement offers the district the full use of the Wolf Creek branch without charge. This lease is set to expire at the end of December 2019 and will need to be renewed.

Recommendation:

It is recommended the district sublease the small office space to the foundation for \$1 per year as a partnership given the foundation does not charging the district for use of the Wolf Creek branch building and property. A sublease is recommended to clearly define the legal distinction between the district and the foundation for activities such as use of district equipment that would violate district regulation or law.

It is recommended the district seek permissions to sublease from Josephine County Legal Counsel and Board of Commissioners. The district is currently in communication with the Josephine County Legal Counsel and will report to the library board at its December meeting.

It is recommended the district and foundation update the MOU to reflect acceptable activities on the premises and for any activity and use of district equipment.

SUBLEASE

THIS Sublease (“Sublease”), is made and entered into as of this day of , 2019 (“Effective Date”), by and between Josephine Community Library Foundation (“Sublessee”), and Josephine Community Library District, (“Sublessor”). Sublessee and Sublessor are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

Article 1 AGREEMENT TO LEASE

Sublessor leases certain real estate, including land and improvements, commonly known as 200 NW C Street, Grants Pass, Josephine County, Oregon (the “Property”). Sublessor hereby agrees to lease to Sublessee, and Sublessee hereby agrees to lease from Sublessor, a portion of the Property as follows.

Article 2 PREMISES

2.1 Description

Sublessor hereby leases to Sublessee, on the terms and conditions stated below, certain space consisting of approximately square feet of indoor space (the “Premises”) in the building (“Building”) located within the Property, together with all improvements located in, or to be made thereto by either Sublessor or Sublessee, in the Premises. Sublessor makes no warranty as to the exact square footage of the Premises.

2.2 Permitted Use

Sublessee shall not use the Premises for any activity that would violate election laws or otherwise subject Sublessor to violations of any regulation or law.

2.3 Compliance with Laws and Regulations

Sublessee will comply with all applicable state, federal, and local laws, ordinances, rules, and regulations, including but not limited to, local fire codes, zoning regulations, and occupancy codes. Sublessee will promptly provide to Sublessor copies of all communications to or from any government entity that relate to Sublessee’s noncompliance, or alleged noncompliance, with any laws or other government requirements impacting the Premises. Sublessee shall comply with all terms in the Master Lease, as that is defined herein.

2.4 Condition of Premises / No Warranties

Sublessor makes no warranties or representations regarding the condition of the Premises or the Property, including, without limitation, the suitability of the Premises for intended uses or the condition of the improvements. Sublessee has inspected and accepts the Premises in its “AS IS” condition. Sublessor will have no liability to Sublessee, and Sublessee will have no claim against Sublessor, for any damage, injury, or loss of use caused by the condition of the Premises or the Property. Sublessee is solely responsible for thoroughly inspecting the Premises and ensuring that it is in compliance with all laws.

Article 3 TERM

3.1 Initial Term

The term of this Sublease will commence [redacted] (the "Commencement Date"), and continue for a lease term of: [redacted] years ([redacted] months), expiring on [redacted], [redacted] ("Expiration Date"), unless sooner terminated under the terms of this Sublease ("Initial Sublease Term"). As used herein "Sublease Term" means the Initial Sublease Term and, if extended, also includes the Extension Term(s) if any.

3.2 Extension Option

If the Sublessee is not then in Default of this Sublease (as defined in Article 12), Sublessee will have an option to **extend the Initial Sublease Term ("Extension Option") for one additional five-year renewal term, on the same terms and conditions as herein provided**, except for the Basic Rent, which shall be at a mutually acceptable rate, as agreed between the parties and, if they do not agree, the option shall be null and void.

The renewal term shall commence on the day following the date of termination of the preceding term.

An Extension Option may be exercised by written notice given to Sublessor not less than 90 days, nor more than 120 days before the expiration of the Initial Sublease Term or any Extension Term. Failure to exercise any Extension Option will terminate any subsequent Extension Option(s).

3.3 Master Lease

Notwithstanding anything herein, in the event the lease between Sublessor and the owner of the Property ("Master Lease") is no longer in effect, this Sublease shall expire contemporaneously with the expiration of such Master Lease.

Article 4 RENT

4.1 Basic Rent Amount and Due Date

The base rent ("Basic Rent") for the Initial Sublease Term and any renewal term is \$1 per year, and is contingent on Sublessee continuing to rent to Sublessor the building located at 102 Ruth Avenue, Wolf Creek, Oregon ("Wolf Creek Lease"). The parties acknowledge that the Wolf Creek Lease is the primary consideration for this Sublease. Termination of the Wolf Creek Lease shall result in this Sublease automatically converting to reasonable market rent between Sublessor and Sublessee on the Premises.

4.2 Taxes

Sublessee agrees to pay, on or before the date they become due, Sublessee's proportionate share of all taxes, assessments, special assessments, user fees, and other charges, however named, that, after the Effective Date and before the expiration of this Sublease, may become a lien or that may be levied by any state, county, city, district, or other governmental authority on the Premises, any interest of Sublessee acquired under this Sublease, or any possessory right that Sublessee may have in or to the Premises by reason of its occupancy thereof, as well as all taxes, assessments, user fees, or other charges on all property, real or personal, owned or leased by Sublessee in or about the Premises (collectively, "Taxes"), together with any other charge levied wholly or partly in lieu thereof. Taxes are considered Additional Rent under this Sublease. All Taxes are paid to the taxing authority by Sublessor and are paid to Sublessor by Sublessee on an annual basis when billed (November) by Sublessor.

Article 5 LESSEE OBLIGATIONS

5.1 Repairs and Maintenance

Sublessee hereby agrees to maintain and keep the Premises in good repair.

Article 6 SUBLESSEE DEFAULT

6.1 Events of Default

The following will constitute an "Event of Default" if not cured within the applicable cure period as set forth below:

6.1.1 Default in Rent

Failure of Sublessee to pay any Rent or other charge within 10 days after written notice from Sublessor. However, Sublessor will not be required to provide such notice more than 2 times in any calendar year. Thereafter, failure to pay Rent within 10 days of the due date will be deemed an automatic Event of Default for which no additional notice or cure period need be granted.

6.1.2 Default in Other Covenants

Failure of Sublessee to comply with any term or condition or fulfill any obligation of the Sublease (other than the payment of Rent or other charges) within 30 days after written notice by Sublessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, Sublessee will be in compliance with this provision if Sublessee begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable. Notwithstanding the foregoing, if Sublessee violates the same provision of this Sublease more than 2 times in any given 1-year period, then the violation will constitute an immediate Event of Default for which no further notice or cure period need be granted by Sublessor.

6.1.3 Breach of Master Lease

Sublessee's breach of the Master Lease shall constitute a default under this Sublease.

6.2 Remedies on Default

If an Event of Default occurs, Sublessor, at Sublessor's sole option, may terminate this Sublease by notice, in writing, in accordance with this Sublease. The notice may be given before or within any of the above-referenced cure periods or grace periods for default and may be included in a notice of failure of compliance, but the termination will be effective only on the expiration of the above-referenced cure periods or grace periods. If the Premises is abandoned by Sublessee in connection with a default, termination may be automatic and without notice, at Sublessor's sole option.

Article 7

INDEMNITIES AND REIMBURSEMENT

7.1 General Indemnity

Sublessee agrees to defend (using legal counsel reasonably acceptable to Sublessor, taking into account insurance defense requirements), indemnify, and hold harmless Sublessor from and against any and all actual or alleged claims, damages, expenses, costs, fees (including but not limited to reasonable attorney, accountant, paralegal, expert, and escrow fees), fines, liabilities, losses, penalties, proceedings, and/or suits (collectively "Costs") that may be imposed on or claimed against Sublessor, in whole or in part, directly or indirectly, arising from or in any way connected with (a) any act, omission, or negligence by Sublessee or its partners, officers, directors, members, managers, agents, employees, invitees, or contractors; (b) any use, occupation, management, or control of the Premises or Property by Sublease, whether or not due to Sublessee's own act or omission; (c) any condition created in or about the Premises or Property by Sublessee, including any accident, injury, or damage occurring on or about the Premises or Property during this Sublease as a result of Sublessee's use thereof; (d) any breach, violation, or nonperformance of any of Sublessee's obligations under this Sublease; or (e) any damage caused on or to the Premises or Property by Sublessee's use or occupancy thereof. As used throughout this Sublease, "Sublessee" includes all of Sublessee's partners, officers, directors, members, managers, agents, employees, invitees, and contractors.

7.2 Survival

This Article 7 will survive the termination of this Sublease with respect to all matters arising or occurring before surrender of the Premises by Sublessee.

7.3 Scope of Indemnity

For purpose of this Article 7, references to "Sublessor" are deemed to include its respective officers, directors, employees, agents, invitees, and contractors.

Article 8
GENERAL PROVISIONS

8.1 Covenants, Conditions, and Restrictions

This Sublease is subject and subordinate to the effect of any covenants, conditions, restrictions, easements, loans, mortgages, deeds of trust, ground leases, Master Lease, rights of way, and any other matters of record now or hereafter imposed on the Property and to any applicable land use or zoning laws or regulations. Sublessee will, upon request of Sublessor, execute and deliver agreements of subordination in the form reasonably requested by Sublessor.

8.2 Nonwaiver

Waiver by either Party of strict performance of any provision of this Sublease will not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

8.3 Attorney Fees

If any suit, action, or other proceeding (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Sublease or to interpret or enforce any rights or obligations hereunder, the prevailing Party will be entitled to recover reasonable attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. Payment of all such fees also applies to any administrative proceeding, petition for review, trial, and appeal. Whenever this Sublease requires one Party to defend the other Party, the defense will be by legal counsel acceptable to the Party to be defended, understanding that claims are often covered by insurance with the insurance carrier designating the defense counsel.

8.4 Time of Essence

Time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Sublease.

8.5 No Warranties or Guarantees

Sublessor makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises or Property, or suitability of the Premises or Property for Sublessee's use. Sublessor will not be responsible for any loss, damage, or costs that may be incurred by Sublessee by reason of any such condition.

8.6 No Implied Warranty

In no event will any approval, consent, acquiescence, or authorization by Sublessor be deemed a warranty, representation, or covenant by Sublessor that the matter approved, consented to, acquiesced in, or authorized is appropriate, suitable, practical, safe, or in compliance with any applicable law or this Sublease. Sublessee will be solely responsible for such matters, and Sublessor will have no liability therefor.

8.7 Construction

In construing this Sublease, all headings and titles are for the convenience of the Parties only and are not considered a part of this Sublease. Whenever required by the context, the singular includes the plural and vice versa.

8.8 Successors

The rights, liabilities, and remedies provided in this Sublease will extend to the heirs, legal representatives, and, as far as the terms of this Sublease permit, successors and assigns of the Parties. The words “Sublessor,” “Sublessee,” and their accompanying verbs or pronouns, whenever used in the Sublease, apply equally to all persons, firms, or corporations that may be or become parties to this Sublease.

IN WITNESS WHEREOF, the Parties have executed this Sublease to be effective as of the Effective Date.

SUBLESSOR

SUBLESSEE

Josephine Community Library District

Josephine Community Library Foundation

By: Kate Lasky
Title: _____

By: _____
Title: _____

TO: Josephine Community Library District Board of Directors
FROM: Kate Lasky, Library Director
DATE: November 20, 2019
SUBJECT: First Reading of Personnel Policies

The following personnel policy is presented for the board's first reading this month:

- Revised Personnel Policy 4-4-3, **Educational Assistance Plan (new)**
The policy defines how educational reimbursement benefits are reimbursed to employees, encouraging self-development and professionalism. The Educational Assistance Plan is defined in this policy.

Background:

Currently, the library district offers all employees working 20 hours a week or more the \$1,000 for professional development. Some employees take advantage of this benefit by attending conferences and webinars. Others attend webinars for fee and save the district funds, while they are also pursuing higher education degrees.

Recommendation:

It is recommended the district allow all employees working 20 hours a week or more up to \$1,000 for the Educational Assistance Program. This allocation would be in addition to the current professional development budget with a projected maximum expense of \$11,000 to the district annually.

By supporting employee educational pursuits, the district will be better positioned to develop proactive succession planning.

Resources:

IRS Publication 15-B (2019), Employer's Tax Guide to Fringe Benefits

<https://www.law.cornell.edu/uscode/text/26/127> – US Code 127. Educational assistance programs.

https://www.oregon.gov/boli/TA/pages/t_faq_tamtg.aspx

Policy 4-4-3. Educational Assistance Plan

Adopted xx/xx/xxxx

Objective

Josephine Community Library District (JCLD) offers educational reimbursement benefits to encourage self-development and professionalism by providing financial assistance for certain education-related expenses.

This Educational Assistance Plan (EAP) includes assistance with the cost of tuition and certain other related educational expenses in the pursuit of an undergraduate or graduate degree and non-degree college courses.

Eligibility

JCLD provides the EAP to regular full-time who work at least 40 hours per week, or at least 80 hours on a bi-weekly basis and part-time employees who work 20 hours a week or more. Eligibility for the EAP begins on the 91st day of employment.

Plan Benefits

JCLD will reimburse the employee not more than \$1,000 a fiscal year for qualified educational expenses. Under Section 127 of the Internal Revenue Code, the employee receives the reimbursements under this EAP as tax-free fringe benefits.

Approval

Employees must gain approval from library director and manager prior to enrolling in any degree or non-degree courses. This will alleviate any potential expenses being incurred which are ineligible. An EAP Request Form must be completed and submitted to manager and library director for approval prior to enrollment. Approval for the EAP is at the discretion of the library director in conjunction with human resources.

Eligible Tuition, Fees and Expenses

The following expenses may be eligible for reimbursement:

1. Tuition fees for college/university eligible courses. Eligible courses include college-credit course offered by an accredited college or university; online courses offered by an accredited college or university; and, adult education non-credit and/or non-degree courses offered by an accredited institution.
2. Required textbooks, supplies and required fees. These may include books printed or electronic; supplies if they are required as part of the course; and, fees assessed by the institution which are required for enrollment in and completion of an approved course or degree and are not refundable after completion of a course.

An employee is eligible for reimbursement of a course under this EAP only if he or she is an active employee at the time the course commences and at the time of reimbursement.

Ineligible Tuition, Fees and Expenses

Ineligible fees and expenses include:

1. Recreation or leisure time courses such as golf, bridge, sewing, etc. are not covered.
2. Dale Carnegie, Evelyn Wood Reading Dynamics, and other similar programs are not covered under this EAP. If a manager recommends one of these courses, it may be eligible for reimbursement as a business expense.
3. Optional supplies and fees are not reimbursable.

Reimbursement Qualifications

To qualify for reimbursement, an employee must receive a grade of 3.0 or better, or a “Pass”, if taking a “Pass/Fail” course. No benefit will be payable unless these requirements are met.

Once a course has been satisfactorily completed, an employee may request reimbursement for eligible fees and expenses related to the course up to a maximum of \$1,000. An EAP reimbursement form will be submitted to the employee’s manager with documentation of grade received. Manager will then submit form to library director for signature.

Reimbursement requests must be submitted no later than 90 days following completion of the course. A reimbursement submitted after 90 days is not eligible for reimbursement.

Repayment Requirements

The JCLD Education Assistance Plan Repayment Agreement requires that an employee repay amounts reimbursed for tuition, fees and expenses in the event the employee voluntarily separates employment from JCLD.

By signing the Repayment Agreement, an employee agrees to repay tuition, fees and expense benefits received under the EAP based on voluntary separation and the following schedule:

Time Worked The time between the date of the reimbursement and the employee’s termination date.	Percentage of Repayment As related to the amount of tuition, fees and expenses reimbursed to the employee prior to the employee’s termination date.
6 months or less	100 %
Greater than 6 months, less than 12 months	75%

Greater than 12 months, less than 18 months	50%
Greater than 18 months, less than 24 months	25%

Time Off Work

Course schedules should not conflict with the employee's work schedule.

Modification and Termination

JCLD reserves the right to modify or terminate this EAP, in whole or in part, in such manner as it shall determine. Modification or termination may be made by JCLD for any reason.

Resources:

IRS Publication 15-B (2019), Employer's Tax Guide to Fringe Benefits

<https://www.law.cornell.edu/uscode/text/26/127> – US Code 127. Educational assistance programs.

https://www.oregon.gov/boli/TA/pages/t_faq_tamtg.aspx

TO: **Josephine Community Library Foundation (JCLF) Board of Directors**
FROM: **Facilities Oversight Task Force: Beecher Ellison, Laurel Samson,
Kate Lasky, Sue Cohen, Steve Swearingen, Heather Lydon**
DATE: **November 20, 2019**
SUBJECT: **Facilities update**

Recent activity

Exploration of Grants Pass property purchase. Conversations continue regarding the purchase of property for a future Grants Pass library site. Finalization of the contracts is in progress. Representatives from the foundation met with Rogue Valley Council of Governments to learn about options for funding environmental assessments and contacting local and regional contractors about the project.

The option terms, as well as the property site under consideration, should be held as confidential within the JCLD and JCLF boards until an agreement is executed.

Communications plan. A foundation webpage with information regarding the purchase of property has been prepared and will be made available when the foundation finalizes the purchase option.

Design and construction phases

The following summarizes design and construction phases. Completed phases are in italics.

- **Phase 1. Library program planning.** *Completed by Penny Hummel Consulting in June 2018. This phase included library stakeholder and community input regarding what's needed in the libraries and resulted in detailed library program specifications.*
- **Phase 2. Pre-design/preliminary concepts.** *Completed by Hacker architects in February 2019. This phase produced the Facilities Master Plan including preliminary concept designs/drawings for a new Williams building and an Illinois Valley renovation/expansion, preliminary conceptual design for a new Grants Pass building, recommendations for Wolf Creek improvements, and project cost estimates.*
- **Feasibility Study.** The feasibility study was completed in August 2019. The report will be ready for review by December 2019. This study examines fundraising capacity for the building projects.
- **Capital Campaign.** Based on results from the feasibility study, the capital campaign will be designed and launched, and funds will be raised.
- **Phase 3. Schematic Design.** This phase details the preliminary conceptual designs into final design concepts and drawings including floor plans and elevations.
- **Phase 4. Design Development.** This phase produces detailed drawings specifying the building systems including structural, civil, mechanical, electrical, and plumbing. The cost estimate is refined.
- **Phase 5. Construction Documents.** The construction documents and specifications, including finishes, are developed.
- **Phase 6. Construction.** Buildings are constructed or renovated.