



JACKSON COUNTY LIBRARY DISTRICT (JCLD)  
Dial 1-669-900-6833 to attend by phone.  
Enter Meeting ID (access code): 280 039 004  
Or, click the link below to attend using Zoom:  
<https://libraryiq.zoom.us/j/280039004>  
April 9, 2020, at 4:00 p.m.

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## BOARD MEETING AGENDA

### CALL TO ORDER/ROLL CALL

### INTRODUCTIONS / PROCLAMATIONS

### CONSENT AGENDA (Action)

1. March 12, 2020 Board Meeting Minutes
2. JCLD Monthly Financial Report
3. IGA with RVCOG for Interim Payroll Software, Office Space, and Staff Support

**ORAL REQUESTS AND COMMUNICATIONS FROM AUDIENCE** (Comments will be limited to 3 minutes per individual and shall be limited to comments on non-agenda items or on agenda items that do not otherwise provide for public comment.)

### REPORTS (Inform)

4. Library Director Report – Kari May
5. RCC Report – Robert Felthousen
6. JCLF Report – Elisabeth Campbell
7. Transition Roadmap – Kari May & Lisa Marston

### UNFINISHED BUSINESS (Discuss/Action)

8. Resolution 2019/2020-05 Authorizing Actions Taken Based on COVID-19 Response Protocol; Continued Funding for JCLS Staff Salaries; and Adopting Temporary Policy – Kari May, Lisa Marston & Jacquelyn Bunick

### NEW BUSINESS (Inform/Discuss/Action)

9. COVID-19 Response Virtual Library Services Plan – Kari May
10. Collection Management System Recommendation – Carey Hunt
11. Resolution 2019/2020-06 Authorizing Premium Conversion Plan – Lisa Marston
12. Resolution 2019/2020-07 Authorizing Declarations of a State of Emergency and Certain Actions During a State of Emergency – Jacquelyn Bunick & Lisa Marston
13. JCLS Employee Handbook (Personnel Policies) – Policy Committee & Brynn Fogerty

### COMMITTEE AND BOARD MEMBER REPORTS (Inform)

Individual Board Member Reports

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### FUTURE MEETINGS/EVENTS/OBSERVANCES:

- April 23 – Special Board Meeting (if needed)
- May 11 – Budget Committee Meeting
- May 14 – Regular Board Meeting
- May 18 – Budget Committee Meeting (if needed)

*The Jackson County Library District Board meets regularly at 4:00 p.m. on the second Thursday of every month at the Medford Library in the Adams Community Meeting Room, unless otherwise noticed. You may find proposed agendas and prior meeting minutes at [www.jacksoncountylibrarydistrict.org](http://www.jacksoncountylibrarydistrict.org). If you have further questions or would like to be added to the email notification list, please contact Administrative Assistant, Donovan Edwards at 541-423-1333 or [dedwards@rvcoq.org](mailto:dedwards@rvcoq.org)*

*If a physical accommodation is needed to participate in a Jackson County Library District meeting, please contact Donovan Edwards at 541-423-1333. Notification of at least 48 hours prior to the meeting, preferably in writing, will assist us in providing reasonable accommodation.*



## MINUTES

### ATTENDEES

Present at the meeting were Board Members Susan Kiefer (President), Cathy Shaw (Vice President), Jill Turner and Eric Dziura. George Prokop (Absent).

Additional attendees: Kari May (Lib Dir), Carey Hunt (Asst Lib Dir), Claudine Taillac (Asst Lib Dir), Elisabeth Campbell (JCLF Ops Mgr), Kevin Keating (JCLF Board Member), Jackie Bunick (Legal Counsel), Lisa Marston (Dist Admin), Donovan Edwards (Admin Asst)

### CALL TO ORDER

Vice President Shaw called the meeting to order at 4:00 p.m.

### SPECIAL PRESENTATION & PROCLAMATION

#### Presentation of the Hulburt Bequest

Mr. Adrian Snyder, US Bank, provided a background on the Ken and Lucille Hulburt Bequest and presented a check for \$131,527, which will be used for materials and programs serving the youth and mature populations of Jackson County.

#### Proclamation – National Library Week

Vice President Shaw read the proclamation for National Library Week taking place April 19<sup>th</sup> through April 25<sup>th</sup>, 2020. All Board Members present signed the proclamation.

#### Adding Agenda Item

President Kiefer requested adding COVID-19 to the agenda to be placed under New Business Item 13.

### CONSENT AGENDA

**MOTION:** President Kiefer moved to approve the Consent Agenda. Director Dziura seconded the motion. The motion was approved unanimously.

### REPORTS

#### Library Director's Report

Ms. May introduced Carrie Turney-Ross, Adult Services Librarian, and announced that the 2020 US Census began today. JCLS will be serving as a Census Assistance Center.

Vice President Shaw followed up on the report and asked if it was possible to record or make videos of some of the performers since patrons may not be able to attend in person. President Kiefer pointed out that some of the performers might be hesitant because they are paid for their programs. Ms. May stated that JCLS is already looking at developing virtual programming for the future.

#### Quarterly Report on 2-Year Plan

Ms. May explained that the report had been modified based on the Board's feedback after the last quarterly report. JCLS is on target for new cardholders because of new programs like Library of Things and Kanopy.

## **JCLF Report**

Ms. Campbell reported JCLF was moving forward with their plan to increase board membership. They have recently added two new Board members and have one more who is interested.

## **Transition Roadmap**

Ms. Marston said an Implementation Consultant from Tyler Technologies will be onsite the following week to review current business practices and accounting systems to prepare for the configuration and implementation of Incode 10.

Next, Ms. Marston introduced Brynn Fogerty, HR Manager, who is working on the Employee Handbook and personnel policies. She recommended discussing the possibility of a work session in March 2020, noting that the cost proposal on benefits from the insurance agent is expected within the next 7-10 days.

After some discussion it was decided to hold a work session on March 26<sup>th</sup>, 2020 at 4:00 p.m. to discuss the Employee Handbook and personnel related policies.

## **UNFINISHED BUSINESS**

### **People Counter Proposal**

**MOTION:** President Kiefer moved to approve the People Counter Proposal. Director Dziura seconded the motion. The motion was approved unanimously.

## **NEW BUSINESS**

### **Facilities Maintenance IGA with Jackson County**

**MOTION:** President Kiefer moved to approve the Facilities Maintenance IGA with Jackson County with these minor modifications: Section 4.4 should be split into two sections. One section will require the settling of additional payment/reimbursement (the “true up”) to take place in January of each year, per Director Turner’s suggestion. The other section will require notification of any additional costs for the current fiscal year to take place by the end of March. Director Dziura seconded the motion. The motion was approved unanimously.

### **Payroll Contingency Plan Proposal**

**MOTION:** President Kiefer moved to approve the Payroll Contingency Plan Proposal, which authorizes JCLD to enter into an IGA with RVCOG for payroll software, office space, and staff support on a temporary, short-term basis. Director Shaw seconded the motion. The motion was approved unanimously.

### **Spending and Signing Authority Policy**

**MOTION:** President Kiefer moved to approve the Spending Authority Policy, which authorizes the Library Director to spend JCLS funds and sign contracts as delineated by the Library Board. Director Dziura seconded the motion. The motion was approved unanimously.

### **Board Responsibilities Policy**

**MOTION:** Director Dziura moved to approve the Board Responsibilities Policy, which outlines the core responsibilities of the Board. President Kiefer seconded the motion. The motion was approved unanimously.

### **JCLS Coronavirus Response Protocol**

Ms. May provided the Board Members with a handout titled JCLS Coronavirus Response Protocol, a multi-phase plan with recommendations based on information JCLS is receiving about COVID-19 from county and state health officials. Ms. May described the steps JCLS had taken already, such as beginning each day

with staff cleaning the workspaces and ensuring sanitizer and other cleaning solutions are available. If sick, staff are encouraged to stay home. Next, Ms. May reviewed the actions recommended during Phase 1 and Phase 2 of the proposed response protocol. She then addressed the topic of compensation for JCLS staff during a time of reduced open hours, limited face-to-face services, and temporary branch closures.

The following are recommended actions under Phase 1: Cancel Medford Comic Con 2020. Advise volunteers not to report for work until further notice. Recommend Friends Groups suspend book store operations. Suspend book donations. Suspend in-person Digital Service training programs. Stagger computers in computer labs to ensure social distancing is being practiced. Encourage patrons to use digital support services instead of face-to-face services at the counter.

The following are recommended actions under Phase 2: If RCC and/or a significant number of school districts close, JCLS will close 13 of 15 branches leaving both Medford and Ashland Branch Libraries open every day; 10am-6pm during the week and 12-4pm on the weekends. Wireless access will remain available at all branch libraries. Circulation items must be checked out using the Self-Checkout stations and Virtual Reference will be utilized as much as possible to accommodate social distancing.

Additional measures listed under Phase 2 include the following: Daily monitoring of Jackson County Health Department recommendations to evaluate hours of operations and/or closures. Reduction in hours and/or temporary branch closures, including the temporary closure of all 15 branches. JCLD authorizes the Library Director and District Administrator to implement Phase 2 if needed.

The following are recommended actions for Staff Compensation:

- Phase 1: Staff will continue to be compensated for hours worked. Current sick leave policies apply. In the event that a branch must close temporarily, staff will be compensated for their regularly scheduled hours.
- Phase 2: Staff will be compensated for their regularly scheduled hours. All efforts will be made to schedule staff to work their normal allocation of hours at either the Medford or Ashland Branch Libraries or on special assignment at another branch. Current sick leave policies apply.

**MOTION:** Vice President Shaw moved to accept the JCLS Coronavirus Response Protocol and recommendations as presented by Ms. May. Director Dziura seconded the motion. During discussion, Director Dziura suggested we consider COVID-19's impact on transition efforts, public meetings, and the District's emergency protocols. Ms. Marston and Ms. Bunick offered to research these issues. The motion was approved unanimously.

## **NEXT MEETING**

The next meeting will be held in the Adams Meeting Room on Thursday, April 9<sup>th</sup>, 2020.

## **ADJOURN**

Vice President Shaw adjourned the Regular Board meeting at 5:25 p.m.

/s/ Donovan Edwards

Recording Secretary

Jackson County Library District  
Statement of Revenues and Expenditures  
From 3/1/2020 Through 3/31/2020

101 - General Administration

	<b>Budget- Current</b>	<b>Current Month</b>			<b>Percentage</b>
	<b>Year</b>	<b>Actual</b>	<b>YTD Actual</b>	<b>Budget Remaining</b>	<b>received or spent to date</b>
Operating revenue					
Current Property Tax Collections	10,610,000.00	233,167.25	10,076,943.38	(533,056.62)	94.97%
Prior Year Property Tax Collections	200,000.00	8,679.82	157,298.01	(42,701.99)	78.64%
Interest Income	310,000.00	28,698.63	245,481.21	(64,518.79)	79.18%
Interest- Lindberg Note	13,000.00	1,033.46	10,201.48	(2,798.52)	78.47%
Other Income	5,000.00	0.00	2,597.02	(2,402.98)	51.94%
E Rate	106,000.00	8,840.50	79,564.50	(26,435.50)	75.06%
Reimbursements From RCC	34,100.00	959.96	29,262.28	(4,837.72)	85.81%
Ready To Read Grant	35,000.00	0.00	36,353.00	1,353.00	103.86%
Conference Room Rental	0.00	0.00	129.10	129.10	0.00%
Government Agency Rentals	109,420.00	0.00	109,420.14	0.14	100.00%
Inter-library Loan Fees	1,000.00	0.00	0.00	(1,000.00)	0.00%
Late Fee Charges- RCC/UMS	0.00	3,968.52	11,151.45	11,151.45	0.00%
Lost/Damaged Materials	0.00	0.00	6,990.10	6,990.10	0.00%
Photocopy/Fax Sales	9,000.00	0.00	6,272.72	(2,727.28)	69.69%
Patron Refunds	0.00	0.00	(2,169.70)	(2,169.70)	0.00%
Printer Sales	0.00	0.00	13,620.33	13,620.33	0.00%
On Line Fee Collections	0.00	74.95	698.93	698.93	0.00%
Hulburt Donation	130,000.00	131,527.00	131,527.00	1,527.00	101.17%
Library Friends Donations	65,000.00	2,133.69	24,159.43	(40,840.57)	37.16%
Library Foundation Donations	10,000.00	1,590.40	46,898.05	36,898.05	0.00%
General Public Donations	500.00	0.00	365.80	(134.20)	73.16%
OR Community Foundation- restricted	12,000.00	0.00	2,721.86	(9,278.14)	22.68%
OR Community Foundation- non	2,000.00	0.00	0.00	(2,000.00)	0.00%
EJ Smith Trust-Restricted	85.00	0.00	0.00	(85.00)	0.00%
Ted Gerlock-Restricted	15.00	0.00	0.00	(15.00)	0.00%
Carpenter Foundation-Restricted	3,000.00	0.00	3,000.00	0.00	100.00%
Library Foundation Donations- CP	10,000.00	0.00	0.00	(10,000.00)	0.00%
Oregon Community Foundation-	29,000.00	0.00	0.00	(29,000.00)	0.00%
Kaleidoscope grant	0.00	651.11	1,579.24	1,579.24	0.00%
Gebhard Estate	200,000.00	0.00	307,585.63	107,585.63	153.79%
Restricted Grants- Misc.	0.00	5,000.00	6,600.00	6,600.00	0.00%
Beginning Fund Balance-Unrestricted	7,700,000.00	0.00	7,212,782.85	(487,217.15)	93.67%
Beginning Fund Balance-Restricted	500,000.00	0.00	714,703.50	214,703.50	142.94%
<b>Total Revenue</b>	<b><u>20,094,120.00</u></b>	<b><u>426,325.29</u></b>	<b><u>19,235,737.31</u></b>	<b><u>(858,382.69)</u></b>	<b><u>95.73%</u></b>

Jackson County Library District  
Statement of Revenues and Expenditures  
From 3/1/2020 Through 3/31/2020

101 - General Administration

	<b>Budget- Current</b>	<b>Current Month</b>			<b>Percentage</b>	
	<b>Year</b>	<b>Actual</b>	<b>YTD Actual</b>	<b>Budget Remaining</b>	<b>received or spent to</b>	<b>date</b>
<b>Expenditures</b>						
Personnel Expenses						
Salaries and Wages	90,825.00	14,408.43	77,695.49	13,129.51	85.54%	
FICA and Medicare- payroll taxes	34,500.00	1,001.72	6,120.26	28,379.74	17.73%	
Worker comp- payroll taxes	3,000.00	39.87	236.62	2,763.38	7.88%	
Health/Dental Insurnace	50,400.00	2,730.85	9,570.78	40,829.22	18.98%	
Retirement Contribution	30,686.00	744.18	6,697.62	23,988.38	21.82%	
Payroll- SUTA	9,950.00	0.00	0.00	9,950.00	0.00%	
Transition team	<u>360,059.00</u>	<u>0.00</u>	<u>0.00</u>	<u>360,059.00</u>	<u>0.00%</u>	
<b>Total Personnel Expenses</b>	<b>579,420.00</b>	<b>18,925.05</b>	<b>100,320.77</b>	<b>479,099.23</b>	<b>17.31%</b>	
<b>Materials and Services</b>						
Accounting Services	40,000.00	0.00	20,059.28	19,940.72	50.14%	thru January, Feb paid 4/1
Auditing Services	11,300.00	0.00	11,050.00	250.00	97.78%	
Administrative Services	38,000.00	0.00	29,404.24	8,595.76	77.37%	thru January, Feb paid 4/1
Bank Fees/Interest Expense	1,000.00	46.50	699.92	300.08	69.99%	
Consultant Fees	50,000.00	0.00	12,309.24	37,690.76	24.61%	
Elections	0.00	0.00	334.00	(334.00)	0.00%	
Insurance	30,000.00	260.00	22,167.00	7,833.00	73.89%	
Legal Services	50,000.00	2,076.00	21,176.50	28,823.50	42.35%	
Memberships, Dues and Subscriptions	5,000.00	130.00	2,983.40	2,016.60	59.66%	
Supplies	5,000.00	99.38	2,323.21	2,676.79	46.46%	
Postage	3,000.00	0.00	711.47	2,288.53	23.71%	
Travel- airfare, lodging,meals etc	20,000.00	892.01	5,176.48	14,823.52	25.88%	
Special fees and Expenses	1,000.00	0.00	1,017.64	(17.64)	101.76%	
Advertising/Legal Notices	3,000.00	0.00	5.00	2,995.00	0.16%	
<b>Subtotal</b>	<b>257,300.00</b>	<b>3,503.89</b>	<b>129,417.38</b>	<b>127,882.62</b>		
Alarm Services	3,465.00	0.00	1,839.67	1,625.33	53.09%	
Building Repair/Maintenance	467,937.00	0.00	350,952.75	116,984.25	75.00%	
Custodial Services	419,322.00	35,027.57	279,737.56	139,584.44	66.71%	
Custodial Supplies	12,600.00	1,176.33	9,378.81	3,221.19	74.43%	
Landscape Services	9,072.00	756.03	8,048.24	1,023.76	88.71%	
Maintenance Services	2,000.00	0.00	0.00	2,000.00	0.00%	
Security Services	84,791.00	9,769.75	56,360.95	28,430.05	66.47%	
Signs and Signal Materials	25,000.00	4,981.00	4,981.00	20,019.00	19.92%	
Building Repair/Maintenance- B-7	245,000.00	0.00	0.00	245,000.00	0.00%	
Fees- Lindberg Note	72.00	6.00	54.00	18.00	75.00%	
Copier Expense	0.00	1,305.01	4,420.02	(4,420.02)	0.00%	

Jackson County Library District  
Statement of Revenues and Expenditures  
From 3/1/2020 Through 3/31/2020

101 - General Administration

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	<b>Year</b>	<b>Actual</b>	<b>YTD Actual</b>	<b>Budget Remaining</b>	<b>received or spent to date</b>
Ready to Read Grant	70,000.00	0.00	0.00	70,000.00	0.00%
Kent Family Trust	5,000.00	0.00	433.72	4,566.28	8.67%
Library Foundation Donations- CP	50,000.00	0.00	0.00	50,000.00	0.00%
Lindberg Estate expense	100,000.00	0.00	0.00	100,000.00	0.00%
2018 Ready to Read Grant	0.00	79.99	32,962.08	(32,962.08)	0.00%
Kaleidoscope grant expenditures	0.00	0.00	2,089.01	(2,089.01)	0.00%
Gebhard Estate expenditures	200,000.00	0.00	0.00	200,000.00	0.00%
Restricted grants- expenses	0.00	0.00	1,210.00	(1,210.00)	0.00%
<b>Subtotal</b>	<b><u>772,600.00</u></b>	<b><u>7,462.96</u></b>	<b><u>152,287.07</u></b>	<b><u>620,312.93</u></b>	
<b>Total Materials and Services</b>	<b>10,940,685.00</b>	<b>701,767.60</b>	<b>6,762,880.72</b>	<b>4,177,804.28</b>	<b>61.81%</b>
Other expenditures					
Capital Outlay	250,000.00	0.00	76,785.48	173,214.52	30.71%
Contingency	750,000.00	0.00	0.00	750,000.00	0.00%
Ending Fund Balance	<u>5,524,015.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,524,015.00</u>	<u>0.00%</u>
<b>Total Other expenditures</b>	<b>6,524,015.00</b>	<b>0.00</b>	<b>76,785.48</b>	<b>6,447,229.52</b>	<b>1.18%</b>
Transfers to CIF					
Transfer to Capital Improvement Fund	<u>2,050,000.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Transfers to CIF	<u>2,050,000.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>0.00</u>	<u>100.00%</u>
<b>Total Expenditures</b>	<b><u>20,094,120.00</u></b>	<b><u>720,692.65</u></b>	<b><u>8,989,986.97</u></b>	<b><u>11,104,133.03</u></b>	<b><u>44.74%</u></b>
<b>Net Revenue Over Expenditures</b>	<b><u>0.00</u></b>	<b><u>(294,367.36)</u></b>	<b><u>10,245,750.34</u></b>	<b><u>10,245,750.34</u></b>	<b><u>0.00%</u></b>

Jackson County Library District  
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101 - General Administration

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	<b>Year</b>	<b>Actual</b>	<b>YTD Actual</b>	<b>Budget Remaining</b>	<b>received or spent to</b>
					<b>date</b>
Equipment Repair/Maintenance	30,000.00	662.17	7,730.30	22,269.70	25.76%
Facility Furnishing Expense	25,000.00	0.00	0.00	25,000.00	0.00%
Minor Equipment	50,000.00	9,329.49	14,223.64	35,776.36	28.44%
Computers and technology	200,000.00	4,049.15	82,571.20	117,428.80	41.28%
Supplies and Expenses-Facilities	500.00	0.00	0.00	500.00	0.00%
Computer Software and Licensing	50,000.00	13,007.00	13,007.00	36,993.00	26.01%
<b>Subtotal</b>	<b>1,624,759.00</b>	<b>80,069.50</b>	<b>833,305.14</b>	<b>791,453.86</b>	
Transition expenses	250,000.00	0.00	91,183.57	158,816.43	36.47%
LS&S Contract	5,738,291.00	465,183.07	4,228,638.45	1,509,652.55	73.69%
Library Materials	1,314,337.00	89,373.06	775,458.96	538,878.04	59.00%
City Participation	16,700.00	0.00	0.00	16,700.00	0.00%
Strategic Plan Initiative	21,500.00	0.00	0.00	21,500.00	0.00%
E Rate Services	33,765.00	0.00	16,882.50	16,882.50	50.00%
Unique Management Services	16,883.00	0.00	8,441.50	8,441.50	50.00%
Comic Con	23,100.00	1,155.28	4,334.96	18,765.04	18.76%
LS &S- digital library staff	178,000.00	10,366.08	83,512.21	94,487.79	46.91%
SOHS contract	39,000.00	0.00	29,250.00	9,750.00	75.00%
Advertising	5,000.00	5.18	10,638.92	(5,638.92)	212.77%
JCLF contract	55,000.00	0.00	41,250.00	13,750.00	75.00%
Branch Support	15,000.00	0.00	0.00	15,000.00	0.00%
<b>Subtotal</b>	<b>7,706,576.00</b>	<b>566,082.67</b>	<b>5,289,591.07</b>	<b>2,416,984.93</b>	
Electricity	241,500.00	15,430.40	124,838.63	116,661.37	51.69%
Natural Gas	31,500.00	5,097.45	23,374.67	8,125.33	74.20%
Garbage Service	15,750.00	1,020.01	11,277.66	4,472.34	71.60%
Water and Sewer Service	32,550.00	1,373.65	19,950.86	12,599.14	61.29%
Street and Storm Drain Fees	18,900.00	1,582.22	15,072.36	3,827.64	79.74%
Telecom-Voice and LD	27,000.00	3,032.89	17,650.57	9,349.43	65.37%
Telecom-Wide Area Network	115,500.00	9,191.05	82,139.45	33,360.55	71.11%
Telecom-Internet Services	25,200.00	1,925.00	18,478.80	6,721.20	73.32%
Municipal Assessments	3,550.00	367.81	2,599.94	950.06	73.23%
Telecom- Hot Spots	52,000.00	4,946.86	34,830.94	17,169.06	66.98%
<b>Subtotal</b>	<b>563,450.00</b>	<b>43,967.34</b>	<b>350,213.88</b>	<b>213,236.12</b>	
<b>Maintenance &amp; Fuel for Vehicles</b>	<b>16,000.00</b>	<b>681.24</b>	<b>8,066.18</b>	<b>7,933.82</b>	<b>50.41%</b>
Hulburt Donation	125,000.00	3,795.56	46,318.87	78,681.13	37.05%
Library Friends Donations	65,000.00	0.00	22,667.27	42,332.73	34.87%
Library Foundation Donations	110,000.00	3,587.41	44,035.58	65,964.42	40.03%
General Public Donations	2,500.00	0.00	0.00	2,500.00	0.00%
OR Community Foundation-restricted	42,000.00	0.00	2,570.54	39,429.46	6.12%
EJ Smith Trust Books	85.00	0.00	0.00	85.00	0.00%
Gerlock Trust Books	15.00	0.00	0.00	15.00	0.00%
Carpenter Foundation Books	3,000.00	0.00	0.00	3,000.00	0.00%



Jackson County Library District  
Statement of Revenues and Expenditures  
From 3/1/2020 Through 3/31/2020

201 - Capital Improvement Fund

	<b>Budget- Current Year</b>	<b>Current Month Actual</b>	<b>YTD Actual</b>	<b>Budget Remaining</b>	<b>Percentage received or spent to date</b>	
Operating revenue						
Beginning Fund Balance-Unrestricted	4,016,279.00	0.00	4,068,211.60	51,932.60	101.29%	
Transfer from General fund	<u>2,050,000.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	0.00	100.00%	may change before 6/30
Total Revenue	<u>6,066,279.00</u>	<u>0.00</u>	<u>6,118,211.60</u>	<u>51,932.60</u>	<u>100.86%</u>	
Expenditures						
Other expenditures						
Capital Outlay	<u>6,066,279.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,066,279.00</u>	0.00%	
Total Other expenditures	<u>6,066,279.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,066,279.00</u>	0.00%	
Total Expenditures	<u>6,066,279.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,066,279.00</u>	0.00%	
Net Revenue Over Expenditures	<u>0.00</u>	<u>0.00</u>	<u>6,118,211.60</u>	<u>6,118,211.60</u>	<u>0.00%</u>	



April 9, 2020

**Title:** IGA with RVCOG for Payroll Contingency Plan

**From:** Finance Committee

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**Recommendation:**

The Finance Committee recommends approval of the IGA as presented in the consent agenda.

**Budget Impacts:**

Estimated not-to-exceed amount of \$7,648.68.

**Policies, Plans, and Goals Supported:**

Implementing this interim payroll solution supports the Board's vision for a seamless transition on July 1, 2020.

**Background and Additional Information:**

At the March 12, 2020 regular meeting, the Board approved RVCOG's cost proposal and authorized the District to contract immediately with RVCOG for the proposed materials and services.

**Attachments:**

1. IGA between JCLD and RVCOG (for payroll software, office space, and staff support)
2. Exhibit A: RVCOG's Payroll Contingency Plan Proposal

## INTERGOVERNMENTAL AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the Rogue Valley Council of Governments, a voluntary intergovernmental association, hereinafter referred to as “RVCOG”, and the Jackson County Library District, an Oregon special district, hereinafter referred to as “DISTRICT”, both of which are hereinafter referred to collectively as the Parties;

### WITNESSETH

WHEREAS, RVCOG is a voluntary association of local governments serving Jackson and Josephine Counties, Oregon; and

WHEREAS, DISTRICT is a member agency of the RVCOG; and

WHEREAS, DISTRICT already has a separate agreement in place with RVCOG for accounting services; and

WHEREAS, DISTRICT has a need to run payroll because the District’s financial and personnel management software will not be ready to go live on July 1, 2020; and

WHEREAS, the purpose of this agreement is to make provisions for RVCOG to provide access to software, office space, and staff support for DISTRICT employees and to provide for cost reimbursement.

NOW THEREFORE, in consideration of the mutual terms, conditions, stipulations and covenants herein contained, the PARTIES do hereby agree to the following:

#### A. SCOPE OF SERVICES

DISTRICT hereby agrees to engage RVCOG and RVCOG hereby agrees to perform and carry out in a legal and proper manner, as reasonably determined by DISTRICT, the services described in Exhibit A, which is attached hereto and incorporated herein by reference.

#### B. TIME OF PERFORMANCE

This term of this agreement is March 16, 2020, to December 31, 2020, unless terminated earlier by either party in writing (see Section C of this agreement).

#### C. AMENDMENTS AND TERMINATION

1. This document constitutes the entire agreement between the PARTIES and no other agreement exists between them, either stated or implied. Any amendments or changes to the provisions of this agreement shall be reduced to writing and signed by both PARTIES.

2. This agreement will remain in effect until terminated by either party in accordance with this Section (C)(2). Either party may terminate this Agreement: a) for any or no reason, upon thirty (30) days' prior written notice to the other party; b) upon seven (7) days' written notice, upon the other party's default of any term or condition hereof and its failure to cure same within the 7-day period; or (c) if any contemplated funding from DISTRICT is not obtained or continued at levels sufficient to allow for full performance herein, this Agreement may be modified or terminated immediately to accommodate such reduction in funds.
3. Upon termination of this Agreement for reasons other than RVCOG's default, DISTRICT shall remain responsible to RVCOG for applicable fees incurred for Services performed by RVCOG prior to such termination.

Such termination shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

#### D. PAYMENTS

1. The DISTRICT will reimburse RVCOG for software, office space rental, and services performed for DISTRICT by RVCOG employees at the hourly rates outlined in Exhibit A, subject to semi-annual adjustments on or about July 1 and January 1 of each year this agreement is in force. Hourly rates include travel time. DISTRICT will also pay for any supplies and materials and mileage incurred in performing the Services, including additional accounting software and equipment, if needed.
2. RVCOG will invoice DISTRICT on a monthly basis. DISTRICT shall reimburse RVCOG within 30 days of receipt of invoice for costs accompanied by documents and receipts evidencing such costs and expenses.
3. The estimated not-to-exceed costs of the services provided under this contract is \$7,648.68.

#### E. RESPONSIBILITIES

1. DISTRICT shall administratively assist RVCOG in accomplishing the tasks identified under Scope of Services by making the payments identified in Section D. above; maintaining regular communication with RVCOG; helping to resolve differences that may arise between the PARTIES; and providing background information and technical support as necessary to accomplish any task assigned.
2. DISTRICT shall make available all applicable policies, procedures, resolutions, reports, contracts, agreements, statements, and any other documentation necessary to enable accurate and timely performance of the Scope of Services.

3. RVCOG agrees to keep current all necessary business and professional registrations as may be required to perform the services required under this agreement.

#### F. INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-300, the Oregon Constitution, Article XI, Section 7 and the terms of any applicable policies of insurance, the parties agree to save, hold harmless and indemnify each other, including their officers, agents and employees, from any loss, damage, injury, claim, or demand by a third party against either party to this agreement arising from the activities of the other party in connection with this Agreement. Neither party shall be liable for any loss, damage, injury, claim or demand against each other arising from their respective activities in connection with this agreement, except as otherwise expressly set forth herein.

#### G. COMPLIANCE WITH LAWS

RVCOG shall comply with all applicable laws, ordinances and codes of the federal, state and local governments in its performance under this Agreement.

#### H. INSURANCE

RVCOG shall provide to DISTRICT upon execution of this Agreement, and prior to performing any work, a certificate of insurance meeting the requirements set forth below (Certificate).

- a) Commercial General Liability with a limit of at least \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate.
- b) Workers' Compensation as required by applicable statutory law.
- c) Business Automobile Liability with a limit of at least \$1,000,000 per occurrence

All insurance coverages indicated above must be underwritten by insurers licensed to do business in the state in which the RVCOG performs its services, and insurers must maintain an A.M. Best Rating of A+ or better.

DISTRICT shall be named an "Additional Insured" under the Commercial General Liability policy carried by RVCOG via Additional Insured Endorsement attached to the Certificate. In addition, the policy shall be endorsed to state that the coverage extended to DISTRICT shall be primary and non-contributory with any insurance coverages maintained by DISTRICT. The Certificate shall specify that the above policies may not be canceled nor the coverages reduced without providing DISTRICT thirty (30) days' prior written notice by registered mail. Renewal Certificates and endorsements must be issued immediately upon renewal of all policies.

The fulfillment of the insurance obligations shall not otherwise relieve RVCOG of any liability assumed under this Agreement, in any way modify, or limit RVCOG's obligations to indemnify DISTRICT hereunder.

I. INDEPENDENT CONTRACTOR

RVCOG is an independent contractor under this Agreement, and neither RVCOG, its subcontractors, nor its employees, are employees of DISTRICT. RVCOG is responsible for all federal, state and local taxes and fees applicable to payments for services of its employees under this agreement.

J. ASSIGNMENT AND SUBCONTRACTS

RVCOG shall not assign this contract or subcontract any portion of the Services without the prior written consent of DISTRICT which consent shall not be unreasonably withheld. Any attempted assignment or subcontract without DISTRICT’s written consent shall be void. RVCOG shall be fully responsible for the acts or omissions of any of the assigns or subcontractors and of all persons employed by them. The approval by DISTRICT of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and DISTRICT.

K. LIMITATIONS

This agreement in no way restricts RVCOG or DISTRICT from participating in similar agreements with other public or private agencies, organizations, or individuals with regard to any aspect of this agreement, so long as the same do not unreasonably interfere with each parties’ performance herein.

L. REPORTS AND RECORDS

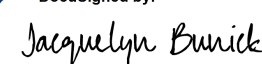
All work produced by RVCOG while working for DISTRICT shall be the exclusive property of DISTRICT provided that RVCOG may obtain a copy of any public record information by paying for the reproduction costs thereof.

IN WITNESS WHEREOF, RVCOG and DISTRICT have caused this agreement to be executed by their authorized representatives as of April 10, 2020.

PARTIES TO THE AGREEMENT

\_\_\_\_\_  
Ann Marie Alfrey                                  Date  
Deputy Director  
Rogue Valley Council of Governments

\_\_\_\_\_  
Susan Kiefer    Date  
President  
Jackson County Library District

*Approved as to legal sufficiency*  
DocuSigned by:  
  
\_\_\_\_\_  
Jacquelyn Bunick    4/6/2020  
04B121C9C575441...    Date

**Jackson County Library District  
Software Delay Contingency Plan - RVCOG Proposal**

	<i>Cost</i>	<i>Quantity</i>	<i>Extended</i>
<b>Expand use of Abila software to include acquired LS&amp;S staff</b>			
<i>(P/R module already in use, use of direct deposit module available)</i>			
HR Module	3,000.00	1	3,000.00
EWS (Electronic timesheets module)	1,750.00	1	1,750.00
Additional M&S	294.84	1	294.84
<b>Total Software Cost:</b>	<b>5,044.84</b>		<b>5,044.84</b>
 <b>Office space rental - RVCOG, Central Point</b>			
<i>Includes one desk space, phone, computer, and internet access (June - Sept assumed)</i>			
	350.00	4	1,400.00
<b>Total Office Space Cost:</b>	<b>350.00</b>		<b>1,400.00</b>
 <b>RVCOG staff support<sup>1</sup></b>			
<b>Ann Marie Alfrey, Deputy Director</b>			
Payroll module setup - new pay cycle, earnings, benefits, deduction codes	99.52	3	298.56
HR & EWS module setup	99.52	2	199.04
HR data entry of employee info (performed by JCLD staff)	-		-
Hand off existing P/R processing	99.52	2	199.04
<b>Stephanie Thune, HR &amp; P/R Specialist</b>			
Abila module training/resource for questions	48.55	3	145.65
<b>Brian Benton, Technical Services Specialist</b>			
PC and network setup, Abila install, troubleshooting	72.31	5	361.55
			<b>\$ 1,203.84</b>

<sup>1</sup>RVCOG staff support levels dependent on JCLD staffing

<sup>1</sup>Estimated maximum hours listed

**Total Cost: \$ 7,648.68**

**RVCOG staff support - loaded rate per hour (subject to change July 1, 2020)**

Ann Marie Alfrey, Deputy Director	\$ 99.52
<i>Software setup guidance for new modules/staff, hand-off of existing P/R processing</i>	
Stephanie Thune, HR & PR Specialist	\$ 48.55
<i>Abila HR/EWS/PR training/resource for questions</i>	
Brian Benton, Technical Services Specialist	\$ 72.31
<i>PC and network setup, troubleshooting</i>	

**Additional info:**

Employee info data export files can be created from Abila to import into JCLD's new software.  
An additional desk space/computer can be made available at the same monthly cost upon request.  
RVCOG full payroll processing printed instructions are available for review by JCLD staff at no cost



## JACKSON COUNTY LIBRARY SERVICES

205 S. Central Ave.  
Medford, OR 97501

### Director's Report

April 2020

#### COVID-19 Response at the Library

A lot has happened quickly since the March 12 Regular Board meeting, when staff presented the Board with a 2-step protocol in response to the rapidly emerging Coronavirus pandemic. By Saturday, March 14, JCLS had moved to Phase 2 of the protocol, which included closing all branches except for Medford and Ashland, cancelling all library programs and meeting room bookings, and funneling check out through the self-check stations. Available computers were staggered to help enforce social distancing.

On March 18, Governor Kate Brown issued an executive order extending the closure of all K-12 public schools through April 28 and strongly urged people to stay home to stay lives. On Monday, March 23, she issued the "Stay Home Save Lives" order.

On Friday, March 20, all libraries were closed and staff were placed on administrative leave. Key personnel have been asked to work remotely, and a limited number of staff has been authorized in each building to maintain base operations, including clearing the book drops and receiving mail and periodicals, maintaining the IT infrastructure, and monitoring the business office.

Managers and supervisors are staying in touch with their teams, and everyone is appreciative of the steps that have been taken to keep them informed. Volunteer Coordinator Jessica Arenas will reach out to volunteers on a regular basis to keep them informed. Managers and supervisors are taking advantage of closed buildings to work on some projects such as shifting collections and straightening shelves. Public service staff are working on adding virtual programs to the online resources.

#### Virtual Services

While the libraries' physical doors are closed, virtual services are still available, and staff are working to boost online resources. Additional funds are being used to increase digital materials collections including Library2Go (OverDrive), Hoopla, and Kanopy. Both Hoopla and Kanopy have made certain parts of their resources available for free, meaning that they do not count against the check-out limits for those collections. A summary of resources that are being promoted can be found here: <https://jcls.org/media-resources/stayhome>

Adult Services coordinator Carrie Turney Ross continues to work on ways to help promote US Census participation, and Youth Services coordinator Brystan Strong is connecting with local parents and educators to share online resources, including developing recorded storytimes and book talks. Ms. Strong is working with Children's Librarian Wally Clark to record a series of storytimes and tales, which will be posted regularly on the website: <https://jcls.org/storytime>

Additional virtual programs are being scheduled, including some book clubs that will be meeting online, teen programs, and resource information for small businesses. An updated list is on the events page: [https://jcls.libcal.com/calendar/jcls\\_event](https://jcls.libcal.com/calendar/jcls_event)

APPLGATE ASHLAND BUTTE FALLS CENTRAL POINT EAGLE POINT GOLD HILL JACKSONVILLE MEDFORD  
PHOENIX PROSPECT ROGUE RIVER RUCH SHADY COVE TALENT WHITE CITY



Digital Services staff is monitoring email and voicemail to assist patrons with downloading apps and accessing the digital collections. Patrons have also contacted staff to reactivate their cards or to reset their PIN so that they can access online resources. New patrons are signing up using the eCard application online. For the past eight months, eCard registrations have averaged about 79 per month; for March 16 to April 1, it shot up to 129.

Access to digital resources increased significantly in March. Digital Content: Hoopla (46%), Kanopy (147%) and TumbleBook (102%) were the top three increases in usage. Databases that saw the greatest increase include the BrainFuse tools HelpNow for online tutoring and JobNow, which provides résumé and job search tools.

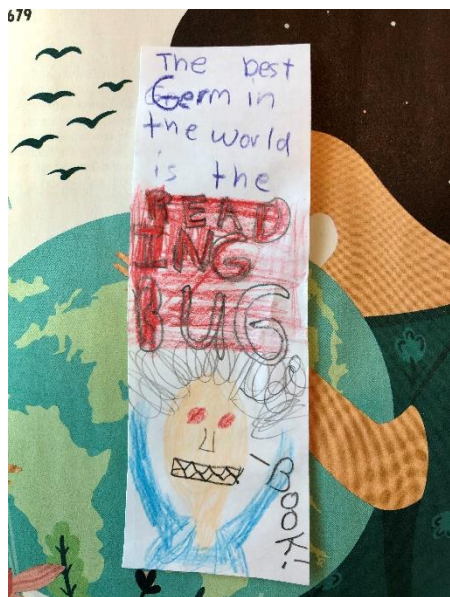
Reference staff are available to answer questions via email. Staff monitor email and voicemail during the weekdays and respond to all questions within 24 to 48 hours.

The Outreach to Homebound department mailed materials to 78 patrons in mid-March. Staff has notified all patrons who receive services at home that services have been suspended until further notice. They have followed up with senior care facilities and individuals as needed.

### Marketing

Local print and television media outlets published press releases about the libraries' closures. The Mail Tribune Tempo section on Friday, April 4 featured an in-depth article about reading and highlighted the digital resources available from the library.

Marketing and connecting via social media grew in March. Across all platforms, JCLS received 59 new followers in March, compared to 53 in February. One example of the reach on social media is on Twitter, with 50 tweets, 14,600 impressions, 236 visits to the JCLS profile, 8 mentions in other tweets, and 14 new followers. The most impressions (771) came from a picture of bookmark a child made for the library:



Since the website became the focal point for library services, the Marketing team has been busy keeping information and resources updated with information that staff from Public Services and Support Services have provided them.

The top ten pages on the JCLS website, counted in visits (visits) for March were:

- Home (31,978)
- Downloads (3,394) — 167% increase from February
- Hours & Locations (1,966) — 37% decrease from February
- Medford (1,175)
- Press Release for All-Branch Closure (1,085)
- Ashland (1,046)
- Event Calendar (663)
- Medford Comic Con (629)
- Meeting Room (626)
- Library Card (554) — 27% increase from February

Additionally, the newly created StayHome Resources page that was previously mentioned had 206 visits in its first week.

**IT**

The IT team has one member onsite during regular business hours to ensure that the library’s infrastructure continues without interruption. With staff working remotely, and the website as the primary connection to patrons, maintaining a healthy infrastructure is critical. The IT team is also moving forward with the domain migration project and should have all branch locations moved to the new domain by April 10. They will then be able to start working on the email migration. The people counter project is moving forward. SenSource, the company providing the sensors, has a local installation team, and Assistant Director of Support Services Carey Hunt is leading this project.

**Vacancy Report**

Vacant	Vacated by	Position	Location	Hrs/Wk	Status	Filled	Name	Type
12/19/19	Julie Drengson	Librarian 1 (Reference)	Medford	40	Filled	Start date TBD	Kayla Samnath	EXT
1/18/20	Amber Adamastos	Library Associate 2	Central Point	30	Filled	Start date TBD	Sam Edgerton	EXT
1/22/20	Amy Greenwold	Librarian 2 (Head of Adult Services)	Ashland	40	Under Recruitment			



2/3/20	Andrea Leone	Librarian 1 (Reference)	Ashland	20	Filled	Start date TBD	Ethan Craft	EXT
2/20/20	Petra Lilley	Library Associate 1	Ashland	20	Under Recruitment			
3/13/20	Erika Schumacher	Library Associate 2	Shady Cove	22	Offer Extended	Start date TBD		
3/16/20	Braith Birchhall	Library Associate 2	Rogue River	30	Filled	Start date TBD	Diane Dekany	EXT
3/18/20	Billy Wisdom	Library Associate 2	Ashland	30	Under Recruitment			
3/31/20	Maya Lomeli	Library Associate 2 (Floater)	Systemwide	20	Under Recruitment			

Please note: recruitment for open positions is on-going; however, while the date to reopen the libraries undetermined, we are not confirming a start date with candidates. Those who have accepted an offer have done so with that understanding.





Rogue Community College

RCC Library Quarterly Report

For Winter 2020 (Jan 6 – Mar 20)

April 3, 2020

## Patron Cross Borrowing

RCC Branch Registered Patrons borrowed 1,160 items total from all JCLS locations

JCLS Branch Registered Patrons borrowed 2,911 items total from all RCC locations

- 258 items total from Redwood branch
- 1,959 items total from Riverside branch
- 307 items total from Table Rock branch

## People Counter

Stats not currently available.

## Library Instruction / Workshop Classes

21 classes total, estimated 378 students served

## COVID-19 News

For the most current information, please consult:

<https://web.roguecc.edu/marketing-psas/covid-19>

- **Pass/Fail options for some courses.** For spring term only, RCC is offering students the option to select a pass/fail grade instead of a letter grade for some courses. This is in response to the recent changes in course delivery in many of the college's classes, along with added external pressure and potential stress on our students.
- **RCC waives all distance learning fees for the spring 2020 term.** Students who have already paid this fee for spring term will be refunded.
- **All RCC classes and most services move online.** The college will provide instruction and student services through online and virtual means only starting through June 26, 2020.
- Table Rock campus closed entirely until end of June.
- Redwood campus library open for the entire term, regular hours.
- Riverside campus library will host a service table for the first two weeks of term. Service table will be located in the B Building, Room 8, with modified hours (Mon – Thurs 9:00 – 6:00, Fridays 9:00 – 5:00). Services limited to check out of reserve items.
- All library reference and instruction services moved online.



# Jackson County Library FOUNDATION

## Operations Report for the District Board- April 2020

*We secure resources to strengthen innovation and literacy in our community.*

*– JCLF Mission Statement*

The office of the Jackson County Library Foundation is closed until further notice. Fundraising operations are currently suspended pending a strategic planning session with Library Administration although JCLF remains ready and able to process and manage donations made on behalf of Jackson County Library Services. Board and staff are focusing on administrative tasks that strengthen infrastructure and can be completed remotely.

Transition milestones in process or completed within the last month

Jackson County Library District - 2020 Roadmap

Report Date: 4/5/2020

Big Rocks	Key Milestone	Responsible	Scheduled		New	Status	Notes / Task Owners
			Start	Stop	Actual		
Staffing	Hire Admin Staff	DA, HR	Mar-20	May-20			
	Hire Public Services Staff	AD-PS, HR	Mar-20	May-20			
	Hire Support Services Staff	AD-SS, HR	Mar-20	May-20			
Communication	Provide weekly update to staff	LD, LS&S, Board	Jan-20	Jun-20			Weekly communications to staff
	Provide additional answers to FAQs	LD, HR	Mar-20	May-20			
	Draft and approve external communications plan	Advocacy Committee	Mar-20	Jun-20			
Human Resources	Approve Employee Handbook	Board	Jan-20	Jan-20	Apr-20	Behind schedule	April 9 Board meeting
	Approve Premium Conversion Plan (Section 125)	Board	Apr-20	Apr-20		On target	April 9 Board meeting
	Approve Benefit Plans	Board	Jun-20	Jun-20			Awaiting true census data, quotes
	Implement Tyler-Incode HR software	Tyler, Finance/HR	May-20	Jun-20	Oct-20	Behind schedule	Approve actual schedule in April
Finance	Update Board on long-range financial plan	Finance Committee	Jan-20	Jan-20	Mar-20	Completed	March 2, 2020
	Approve alternative payroll processing solution	Board	Mar-20	Mar-20		Completed	March 12 Board meeting
	Tyler-Incode Current Future State Assessment	Tyler, Project Team	Mar-20	Mar-20		Completed	March 16-19, 2020
	Implement Tyler-Incode accounting/payroll system	Tyler, Finance/HR	May-20	Jun-20	Oct-20	Behind schedule	Approve actual schedule in April
Policies	Approve board governance policies	Board	Jul-19	Jan-20	Mar-20	Completed	March 12 Board meeting
	Develop finance procedures	Finance Committee	Jan-20	Jun-20			
Technology	Select and migrate over to new email system	IT	Mar-20	May-20			
	Migrate District website to jcls.org	IT, DA, Marketing	Feb-20	May-20			
	All contracts transferred from LS&S in place	AD-SS, DA, Legal	Feb-20	Jun-20			
Facilities	Approve facilities maintenance IGA with County	Board	Feb-20	Mar-20		Completed	March 12, 2020
	Approve buildings transfer, lease agreements	Board	Jul-19	Jun-20			
Medford Renovation	ITB closes; bids due	Jackson County	Mar-20	Mar-20		Completed	March 19, 2020
	Medford renovation construction	Contractor	Mar-20	Jun-20			Awaiting contract from County
	Furniture installation	Jackson County	Jun-20	Jun-20			
	Move into new spaces	Staff	Jun-20	Jun-20			June 22-26, 2020
Collections	Evaluate LS&S Collections Mgmt (CM) system	LD	Oct-19	Mar-20		Completed	March 31, 2020
	Propose CM solution to Board	LD	Mar-20	Apr-20		On target	April 9 Board Meeting

## Completed Transition Milestones

### Jackson County Library District - 2020 Roadmap

Report Date: 4/5/2020

Big Rocks	Key Milestone	Responsible	Scheduled		New	Status	Notes / Task Owners
			Start	Stop	Actual		
Staffing	Approve hiring Kari May as JCLS Library Director	Board	Jul-19	Jul-19		Completed	July 12, 2019
	Approve Kari May's employment contract	Board	Dec-19	Dec-19	Jan-20	Completed	January 9, 2020
	Hire HR Manager - recruitment by HR Answers	LD, DA	Dec-19	Mar-20	Feb-20	Completed	February 24, 2020
Communication	Provide initial letter to library staff	LD, LS&S, Board	Jul-19	Jul-19		Completed	July 29, 2019
	Provide update to staff on Staff Training Day	LD, LS&S, Board	Sep-19	Sep-19		Completed	September 18, 2019
	Provide quarterly update to staff	LD, LS&S, Board	Oct-19	Oct-19	Nov-19	Completed	November 7, 2019
	Provide first set of answers to FAQs	LD	Feb-20	Feb-20		Completed	February 21, 2020
Human Resources	Approve contract with HR Consultant	Board	Sep-19	Sep-19		Completed	September 12, 2019
	Job market analysis, total compensation survey	HR Consultant	Sep-19	Oct-19	Nov-19	Completed	November 14, 2019
	Present salary/benefits recommendations to Board	HR Consultant	Oct-19	Oct-19	Nov-19	Completed	November 14, 2019
	Present HR staffing recommendations	HR Consultant	Nov-19	Nov-19		Completed	November 14, 2019
	Approve HR staffing recommendations	Board	Nov-19	Nov-19		Completed	November 21, 2019
	Approve HR information system	Board	Nov-19	Nov-19		Completed	November 21, 2019
	Approve salary schedule	Board	Nov-19	Nov-19	Feb-20	Completed	February 13, 2020
	Approve employee benefits	Board	Nov-19	Nov-19	Feb-20	Completed	February 13, 2020
	Research accounting/HR/payroll solution	Finance Committee	Sep-19	Nov-19		Completed	November 14, 2019
Finance	Approve accounting/HR/payroll system	Board	Nov-19	Nov-19		Completed	November 21, 2019
	Receive draft report of IT assessment	Planning Team	Aug-19	Aug-19		Completed	August 20, 2019
Technology	Present IT assessment and recommendations	IT Consultant	Sep-19	Sep-19		Completed	September 12, 2019
	Approve IT assessment and recommendations	Board	Oct-19	Oct-19	Sep-19	Completed	September 12, 2019
	Approve Contract with LS&S for Polaris ILS	Board	Oct-19	Oct-19	Nov-19	Completed	November 21, 2019
	Install/configure Tyler-Incode servers	IT, Tyler	Jan-20	Jan-20	Feb-20	Completed	February 5, 2020
Facilities	Approve FFA Architecture Design Proposal	Board	Aug-19	Aug-19		Completed	August 8, 2019
	Begin working on lease assignments, agreements	Legal Counsel	Sep-19	Sep-19	Jul-19	Completed	Negotiations ongoing
Medford Renovation	Approve renovation design and estimated Budget	Board	Dec-20	Dec-20		Completed	December 12, 2019
	Approve B-7 to fund design/architecture	DA	Jan-20	Jan-20		Completed	January 14, 2020
	100% Construction Drawings	ORW	Jan-20	Jan-20	Feb-20	Completed	February 14, 2020
	Construction Invitation to Bid (ITB) advertised	Jackson County	Feb-20	Mar-20		Completed	February 19, 2020



April 9, 2020

**Title:** Resolution 2019/2020-05 Authorizing Actions Taken Under JCLS Coronavirus Response Protocol Approved by Board on March 12, 2020; Continued Funding for JCLS Staff Salaries; and Adopting Temporary Policy in Response to COVID-19

**From:** Kari May, Lisa Marston, and Jacquelyn Bunick

**Recommendation:**

The Library Director, District Administrator and District legal counsel recommend the Board approve Resolution 2019/2020-05 Authorizing Actions Taken Under JCLS Coronavirus Response Protocol Approved by Board on March 12, 2020; Authorizing Continued Funding for JCLS Staff Salaries; and Adopting a Temporary Policy in Response to COVID-19.

**Budget Impacts:**

n/a

**Policies, Plans and Goals Supported:**

Protecting the safety, health, and welfare of library patrons, volunteers, and staff is a top priority for the District. This resolution also supports the District's values of respect, integrity, and collaboration by clearly outlining how the District is managing through this public health crisis, which is impacting the entire community. Finally, this resolution captures the policy justifications behind the District's decision making process thus far and clarifies the District's policy moving forward.

**Background and Additional Information:**

The Board approved the JCLS Coronavirus Response Protocol at its regular meeting on March 12, 2020 and received the attached JCLS Staffing Assignments from the Library Director via email on March 20, 2020. Since the Board's approval of staff decisions has been done primarily via phone and email thus far, there is a need to codify the District's policy and obtain approval from the Board in the form of a resolution.

**Attachments:**

1. Resolution 2019/2020-05 (Temporary Policy in Response to COVID-19)
2. JCLS Coronavirus Response Protocol
3. JCLS Staffing Assignments



**RESOLUTION: 2019/2020-05**

**RESOLUTION AUTHORIZING ACTIONS TAKEN UNDER JCLS CORONAVIRUS  
RESPONSE PROTOCOL APPROVED BY BOARD ON MARCH 12, 2020;  
CONTINUED FUNDING OF JCLS STAFF SALARIES AND LS&S CONTRACT;  
AND ADOPTING TEMPORARY POLICY IN RESPONSE TO COVID-19**

**WHEREAS, THE BOARD OF THE JACKSON COUNTY LIBRARY DISTRICT FINDS:**

On March 8, 2020, Oregon Governor Kate Brown declared a state of emergency to address the spread of the novel coronavirus which causes an illness known as COVID-19 (“COVID-19”) in Oregon.

At the March 12, 2020 regular meeting of the Jackson County Library District Board of Directors, the Board approved the attached JCLS Coronavirus Response Protocol (“Protocol”), appointing JCLS Library Director Kari May to be the authorizing agent regarding reduction in hours and/or temporary branch closures and authorizing District Administrator Lisa Marston to implement Phase 2 on behalf of the District, if necessary.

On March 12, 2020, Governor Brown announced a statewide closure of K-12 schools, prompting Director May to initiate Phase 1 on March 13, 2020, followed quickly by Phase 2 on March 14, 2020, in consultation with Administrator Marston and the Board of Directors.

On March 17, 2020, the American Library Association’s Executive Board recommended closing libraries to the public, followed by the Oregon Library Association on March 18, 2020.

On March 19, 2020, Director May, Administrator Marston, and Board President Susan Kiefer met with LS&S Chief Library Officer Jennifer Giltrop to discuss closing all JCLS branches and placing all staff on paid administrative leave. Outcomes from that meeting included the following:

- Director May: a) instructed Library staff not to report to work effective Friday, March 20, 2020, until further notice; b) asked key personnel to work from home to maintain a core level of service; c) informed staff they will continue to be paid for their regularly scheduled hours at their regular rate of pay during the closure; and d) instructed staff to enter their hours as “Admin Leave” on their time sheets, in accordance with LS&S’s leave policy.
- Administrator Marston asked District employees to work from home until further notice.

On March 19, 2020, Jackson County declared a state of emergency, citing the following conditions: (a) the presence of confirmed cases of the COVID-19 within Jackson County; (b) orders from the Governor of the State of Oregon declaring a state of emergency due to the presence of confirmed cases of COVID-19 within the State of Oregon and restricting public gatherings, closing schools, closing certain business and restricting operations of

other business, and other measures intended to slow the spread of COVID-19; (c) other measures intended to slow the spread of COVID-19 to protect the health, welfare, and safety of the public; and (d) continued spread of COVID-19 could cause extreme respiratory illness, overwhelm the capacity of health care providers to provide adequate treatment, loss of life, and extreme public health risk, and significant economic impacts in Jackson County.

On March 23, 2020, Governor Brown issued Executive Order No. 20-12, directing everyone in Oregon to “Stay Home, Save Lives” to the maximum extent possible and adding to the list of businesses to be temporarily closed and social distancing measures to be taken to stem the spread of COVID-19 in Oregon. Executive Order No. 20-12 also orders state executive branch offices and buildings to close to the public and provide public services by phone to the extent possible; and requires social distancing measures to be implemented and enforced when public services require in-person interactions. State agencies must also facilitate telework and work-at-home for state employees whenever possible.

While Executive Order 20-12 does not apply to local, federal, or tribal governments, those governments are strongly encouraged to follow Governor Brown’s directives. Counties, cities, schools, and libraries throughout Jackson County and the State of Oregon have closed their facilities to the public, providing the majority of their mission critical services via telephone and video; facilitating telework for their employees whenever possible; curtailing non-essential functions; and providing paid leave to non-essential workers who cannot work from home.

The District currently has two employees, both of whom are able to fulfill the duties and responsibilities of their positions while working remotely.

The balance of staff who work in JCLS libraries are paid through a contract with Library Systems & Services (LS&S). This contracted amount includes total compensation for all staff based on an agreed-upon staffing plan. JCLD intends to continue to pay the monthly contracted amount in full.

On March 20, 2020, Director May sent the attached document to the Board outlining JCLS Staff Assignments during the closure. Assignments are being reviewed regularly and updated, as needed.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JACKSON COUNTY LIBRARY DISTRICT THAT:**

It is in the best interest of the District and the public we serve to adopt the following Temporary Policy in Response to COVID-19, which will remain in effect until further notice:

- Follow the “Stay Home, Save Lives” guidance of Governor Brown, Oregon Health Authority, Centers for Disease Control, and Jackson County Public Health Division; and
- Prioritize the safety, health, and welfare of patrons, employees, volunteers, vendors, community partners, and members of the public; and
- Continue to pay the full monthly contracted amount to LS&S to ensure that JCLS staff receive a regular paycheck during the temporary closure; and
- Limit public attendance at Board meetings to phone, video, and Internet-enabled devices only; and
- Instruct the Library Director to review the JCLS Coronavirus Response Protocol at least every 14 days and update or revoke as necessary; and
- Keep this Temporary Policy in Response to COVID-19 in effect until public health restrictions put in place by federal, state, and local authorities are gradually lifted, amending the policy as needed.

**INTRODUCED AND ADOPTED THIS 9th DAY OF APRIL 2020, EFFECTIVE AS OF THE DATE OF ADOPTION.**

By:

Attest:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Recording Secretary

**Board Vote:**

Cathy Shaw \_\_\_\_\_  
George Prokop \_\_\_\_\_  
Susan Kiefer \_\_\_\_\_  
Jill B. Turner \_\_\_\_\_  
Eric Dziura \_\_\_\_\_

References:

- [Centers for Disease Control and Prevention](#)
- [Oregon Health Authority](#)
- [Oregon Governor Kate Brown / COVID-19 Information and Resources](#)
- [Jackson County Health Department](#)

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# JCLS Coronavirus Response Protocol

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## CURRENT STATE MARCH 12, 2020

Custodial staff have increased their cleaning and disinfecting routines in response to guidelines surrounding the prevention of the spread of germs, specifically COVID 19.

Posters have been hung in the restrooms at all branches with tips on proper hand washing. Posters with information on general steps individuals can take to help prevent the spread of illnesses have also been hung on public bulletin boards.

Additionally, staff is in contact with the Jackson County Health Department and have asked them to keep the library informed as they receive updated information about the potential spread of the coronavirus in Oregon.

Information about Coronavirus has been added to the slider on the Library's homepage, including this message from Director May:

*Jackson County Library Services recognizes and shares the public's concerns about COVID-19 (Coronavirus). The health and safety of our staff and community are paramount and we are working to ensure that our libraries remain healthy and free of contamination.*

*JCLS is paying close attention to County, State, and Federal recommendations and standards for public health and safety. We intend to retain our existing hours of operation and in addition to our routine cleaning schedules we are taking additional steps to disinfect both public and staff areas of our buildings.*

*We encourage all patrons and staff to take the steps necessary to protect their health and in so doing protect the health of fellow community members. Links to additional information and resources about COVID-19 can be found below.*

*We will continue to monitor updates and developments locally and nationally. As always we look forward to continuing our mission to build a strong community in Jackson County and look forward to seeing you next time you visit your local library.*

*Additional Information:*

- [Centers for Disease Control](#)
- [Oregon Health Authority](#)
- [World Health Organization](#)

*Kari May  
Library Director  
Jackson County Library Services*

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# Phase 1

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## PROGRAMS

Cancel all in-person, library-sponsored programs, effective immediately, through March 31, 2020. Determination of continuation past March 29 will be made on March 23 and weekly thereafter.

Beginning March 23, Library staff will have recorded video story times available on the JCLS website.

Outside organizations that have meeting rooms reserved through March 31, 2020 must cancel their meetings. Determination of continuation past 3/29 will be made on 3/23. Staff will contact all groups who have reserved meeting room space through March 31.

## MEDFORD COMIC CON

Medford Comic Con, scheduled for April 25-26, 2020, is cancelled. Because an end date for the current pandemic is unknown, staff advises against postponing the event.

## OUTREACH SERVICES

In-person deliveries of Homebound materials to clients who receive this service will be suspended. All deliveries will be made through US mail until further notice.

Outreach to Child Care services are suspended until March 31.

## VOLUNTEERS AND FRIENDS ACTIVITIES

Volunteers are asked not to report to their shifts until further notice. Additionally, Friends of the Library services have been suspended, including book store/book sale operations, and back-of-house sorting of materials. Many library and Friends volunteers are over 60, putting them in a high-risk category for infection. Accordingly, all donation of materials will be suspended until April 20 or further notice.

## IN-LIBRARY

Digital Services individual appointments will be cancelled through March 31, 2020. Determination of continuation past March 31 will be made on March 23 and weekly thereafter.

- To mitigate suspension of this service, staff will be available by phone and/or video conferencing to assist patrons Monday – Friday, 10am – 4:00 pm.

Staggering available computer terminals to create 6-foot distance, and only one person per terminal

Post information signs about practicing social distancing

Encourage virtual reference

Extend due dates of materials for patrons upon request

## **ADDITIONAL MEASURES**

### **RECOMMENDATIONS FOR STAFF & PATRONS**

Avoid touching your face!

Practice social distancing between yourself and other staff as well as patrons

Discourage individuals from booking the public meeting rooms if their attendance numbers would not allow them to maintain the social distancing of 6 feet between each individual

Encourage virtual use of library services

Reference questions – will provide email addresses and phone numbers

Streaming story times – link to webpage after March 23

Use digital collections – link to online resources

### **ONGOING ASSESSMENT**

Monitor Jackson County Health Department recommendations to evaluate hours of operation and/or closures

Daily monitoring of staffing levels due to illness

Daily monitoring of staff needs

Director May is the authorizing agent regarding reduction in hours and/or temporary branch closures due to staff shortages, disinfection, or other emergencies that may arise

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## Phase 2

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### BRANCH CLOSURES

If Rogue Community College decides to close its campuses, or if a significant number of school districts close, JCLS will cease operations at 13 of its 15 branches.

Medford and Ashland will remain open, with staff from all branches scheduled to work a rotating schedule. Some staff may be asked to work special projects at their branches while it is closed; help provide virtual reference; and other projects as assigned.

**OPERATING HOURS:** 10am-6pm, Monday-Friday; 12-4pm, Saturday/Sunday in Medford and Ashland only

**SOCIAL DISTANCING:** Circulation transactions will be through self-check stations only; virtual reference as much as possible; maintaining 6 feet distance at all service points.

### ADDITIONAL MEASURES

Daily monitoring of Jackson County Health Department recommendations to evaluate hours of operations and/or closures

Director May is authorizing agent regarding reduction in hours and/or temporary branch closures due to staff shortages; District Administrator Lisa Marston is authorized to execute Phase 2 on behalf of JCLD.

All libraries may close as the situation escalates, or the Governor or other local officials require it.

## JCLS Staff Assignments during closure

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### Assistant Directors

#### **Top priorities:**

- Email (catching up, maintaining)
- Answer calls/emails from public
- Track questions/emails from public
- Support director in transition projects
- Develop plan for re-opening of libraries
- Work with direct reports working during closure and guide their project workflows

#### **Additional Projects:**

- Planning upcoming training
- Work on projects – i.e. social worker, workflows, Equity, Diversity, and Inclusion Committee, policies
- Developing best practices for social worker
- FY 2021 Budget
- Plan for future programs
  - SRP “closure” planning committee
  - Systemwide fall programming related to re-opening of libraries
- Professional development

### Cluster Managers / Branch Managers

#### **Top Priorities:**

- Email (catching up, maintaining)
- Answer calls/emails from public
- Track questions/emails from public
- Support director in transition projects
- Develop plan for re-opening of libraries
- Check and clear book drops
- Continue job recruitment for vacant positions (video interviews)

#### **Additional Projects:**

- Compile statistics
- Update training manuals and procedures for staff responsibilities
- Strategic brainstorming of innovative services and programs
- Work with YS & AS Coordinators on their projects
- Checking in with each other and Assistant Director to maintain connections to promote positive mental health
- Identify ways to partner with local agencies to provide essential resources to the community, online resources, etc.

### Other Key staff positions

#### **Top Priorities:**

- Email (catching up, maintaining)
- Answer calls/emails from public



- Track questions/emails from public
- Support director in transition projects
- Develop plan for re-opening of libraries
- Check and clear book drops as directed
- Continue job recruitment for vacant positions (video interviews)

#### **Other Projects:**

- Special Projects as discussed and agreed upon by supervisor
- Professional Development
- Planning for future programs after closure
- Plan for Summer Reading Program

#### **Support Services**

##### **IT**

- IT onsite M-F 8:30-4:30 to keep IT infrastructure up and running
  - ensure remote access for staff
  - work on domain migration project
  - professional development
  - new people counter installation

#### **Collection Development & Tech Services**

- Monitor email and voicemail
- Work with leadership team to manage receipt of new materials & invoice processing
- Projects
  - Collection Management proposal
  - Monitor Suggest a purchase

#### **Digital Services**

- Monitor email and voicemail
- Assist with preparing and posting information about digital resources on website and social media



Date: April 9<sup>th</sup>, 2020

**Title:** Collection Management for Transition  
**From:** Kari May, Library Director  
Carey Hunt, Assistant Director of Support Services

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**Summary:**

Collection Management has been centralized through a contract with LS&S. Staff has considered options for how to continue this critical role after July 1, 2020.

**Actions, Options, or Potential Motions:**

Staff compared a proposal from LS&S with the option to bring collection management in house.

**Recommendation:**

Library staff recommends bringing collection management in house.

**Resource Requirements:**

The majority of the expense of bringing collection management in house is the additional staff required, along with some costs to set up a new Acquisitions module in Polaris. The total cost is estimated to be \$130,000 to \$160,000.

**Policies, Plans, and Goals Supported:**

The proposed plan supports the current Collection Development Policy, which states: "The library selects materials in a variety of formats and languages to best serve the needs of the community."

**Attachments:**

Proposals from LS&S and JCLS staff.

## LS&S

### Schedule A

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#### Master Services Agreement

#### A. Statement of Work

This Statement of Work No. 002 (“Statement of Work”) is incorporated by reference to the Master Services Agreement dated November 11, 2019 (the “Agreement”) between JACKSON COUNTY LIBRARY DISTRICT (“JCLD”) and LIBRARY SYSTEMS & SERVICES, LLC (“LS&S”). Any capitalized terms used but not defined in this Schedule A retain the same meaning given them in the Agreement.

##### Collection Management Services

The intent of this agreement is to provide Jackson County Library District with a Collection Management solution that mirrors the services provided under the managed library contract during FY19/20. Under this agreement LS&S will provide JCLD the following Collection Management Services.

##### Selection:

- Ongoing selection of new print, audiobook, and DVD titles
  - Division of responsibility between JCLD and LS&S’ Collection Management Team (CMT) can be left at the ratio of 70% Centralized selections and 30% JCLS selections as it has been, or can be adjusted according to JCLD instructions at the beginning of each fiscal year.
  - CMT will select all new titles, which are defined as anything published within the last three months or due for publication within the next six months.
  - JCLD will be responsible for titles older than three months such as replacement copies or backlist titles requested by patrons. CMT staff can assist with special collection refresh projects as needed.
  - Orders will be placed monthly for all major categories and quarterly for board books and Spanish language; on an as needed basis for other world languages.
  - Holds queues will be monitored weekly and acted upon at least every other week to bring the holds to copy ratio of 5:1 into alignment. JCLD sets the holds ratio locally and may change that ratio as needed.

##### Materials Budget:

- CMT can assist JCLD is allocating each year’s materials budget if needed.
- CMT will:
  - Enter the allocations for each new fiscal year into LS&S acquisitions module.
  - Monitor the encumbrances and expenditures against each fund.
  - Adjust the funds as requested by JCLD if needed.
  - Perform the Polaris “rollover” function at the end of each fiscal year.

Ordering:

- The Acquisitions Unit will continue to function as in FY 2019-2020, placing all the orders for new materials as selected by the CMT. JCLD will continue to place discretionary orders and orders for music CDs.

Receipt:

- JCLD will continue to receive materials locally.

Payment:

- JCLD will continue to process invoices for payment upon receipt of materials.
- The Acquisitions Unit will initiate the transactions for payment of vendors by LS&S.

Accounts and Customer Service:

- CMT will have primary responsibility for setting up, monitoring and adjusting JCLD accounts with physical materials vendors.
- JCLD will continue to report any errors through the LS&S Spiceworks ticket process.
- CMT will report those errors to vendors and work with them for credits and replacements as needed.
- CMT will process cancellation reports received from vendors.
- CMT will manage the vendor relations and selection for the orders that are placed through the CMT process.

Cataloging:

- CMT will continue to provide and adjust cataloging specifications with the major materials vendors according to JCLD standards, collection codes, call numbers, and other bibliographic and item requirements. CMT can provide assistance in setting those requirements if needed.
- JCLD can continue to load all the files of bibliographic and item records as they have been doing.
- CMT will maintain the "852 Spreadsheet" with detailed requirements for item records and spine labels, communicating changes to all vendors.

Physical Processing:

- CMT will continue to provide and adjust physical processing specifications with the major materials vendors according to JCLD standards.

LibraryIQ Portal (Collection Analytics):

- JCLD ILS data will continue to be updated regularly by LS&S to the LibraryIQ portal.
- JCLD can continue to use all features of the portal including:
  - Collection Analysis
    - Insight into performance by collection code, Dewey and BISAC Subjects
    - Weeding Tool
  - Collection Management Plans
    - Measurement of 5 Key Performance Indicators
  - Acquisitions and Cataloging
    - Access to Titles Ordered report

- Any future features of the product that become available during the course of the agreement
- CMT will provide webinar sessions for
  - Annual planning session near the beginning of the fiscal year
    - Setting targets for key performance indicators
    - Setting action steps to achieve those targets
  - Quarterly review sessions to assess progress and adjust action steps

All functions described above will be carried out by the LS&S Collection Management Team, led by Lauren Lee and including Diane Drake, Shawn Townsend, and their respective staff members.

**Payment Schedule**

- \$142,500 service fee – due 7/1/20
- Estimated Material budget - \$815,000. Amount may be changed by JCLD to reflect the upcoming budget year. Actual materials purchased will be billed to JCLD as acquired, payable upon receipt. Material billing will not change from the current process.

**By executing below, the parties agree to the terms and conditions set forth in this Statement of Work No. 002.**

**JACKSON COUNTY LIBRARY DISTRICT**

**LIBRARY SYSTEMS & SERVICES, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Todd Frager

Title: \_\_\_\_\_

Title: CFO

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

Date:

# JCLS Collection Management Plan

## Summary/Scope of Work

Staff in Support Services will oversee the selection, ordering, receiving, cataloging, and processing of all physical and digital materials for Jackson County Library Services. They will work with selected vendors, who will provide selection lists. Most materials will be cataloged and pre-processed by the vendor.

The Collection Development (CD) Librarian will be responsible for maintaining the vendor relationships, the selection and deselection of materials, analyzing the collections, and adjusting purchases accordingly. The CD Librarian will be assisted by the Adult and Youth Services Coordinators. The Library Specialist will assist with patron suggestions for purchase, high holds items, cart management from lists, running reports, and weeding project management.

The Technical Services team will manage the carts and orders, track funds and prepare invoices for payment, upload item records into the catalog, receive materials, and prepare them for delivery to the branches.

JCLS currently uses the Acquisitions module which has been set up as a separate database outside of Polaris through LS&S. Materials are ordered and tracked through the Acquisitions Module and then loaded in to the JCLS Polaris database when they are received. This process will change, and staff have explored several options.

Option 1: Use the existing Library owned Polaris Training Server. Staff are testing whether the Acquisitions Module could be set up within the Training Server. Workflows would not change for Technical Services staff as they are currently using two separate servers for processing orders. This would require setting up of the Acquisitions module on the training server, and training from Innovative, the Polaris vendor.

Option 2: If access to the training server is not possible, staff are prepared to load on-order records (item records with an On Order status), as they currently do. The change would be managing Funds. This would be done in a spreadsheet based on POs for each order sent in, rather than based on title and copies.

## Resources Required

To bring Collection Management in house, Support Services has determined the following needs:

### 1. Staffing

- a. Existing staff:
  - i. 10 hours per week for Children's and YA materials
  - ii. 10 hours per week for Adult materials
  - iii. 40 hours per week from Collection Development
  - iv. 97 hours per week from Technical Services
- b. Additional hours
  - i. Increase hours for two Library Associates, an additional 23 hours total
  - ii. New position: 40 hours per week, Library Specialist to assist with suggestions for purchase, managing carts of orders, weeding projects, etc.

- iii. New position: 40-hour per week Librarian, as collection services grows
- c. Estimated total cost: \$349,789
  - i. Existing staff: \$224,554
  - ii. **New staff: \$127,235**

2. Materials & Vendors

- a. The materials budget for FY20 is \$1.3 million. That cost includes print and digital materials as well as a 5% overhead. The proposed budget for FY21 will remain the same.
- b. Collection analysis: Initially, staff intend to use the analysis tools that are available by running reports within Polaris. In the future, an analytical tool such as LibraryIQ or Collection HQ may be necessary. Estimated cost: **\$10,000 - \$20,000** per year
- c. Brodart & Midwest supply 90% of all physical library materials. Amazon and other smaller vendors supply the remaining 10%. Both vendors have been contacted and are creating accounts now, that will ensure a smooth transition. Support Services will continue to use the LS&S accounts until purchasing is halted by CMT. At that time, the Collection Management Librarian will start to use the new JCLS accounts for orders and begin preparing for the Jul 1st start date of the new Fiscal Year.
- d. WT Cox, Flipster & Newspaper vendors are all managed directly through JCLS Support Services, no changes to current processes with these vendors, except that Acquisitions will no longer send invoices to LS&S for payment.

3. Polaris – Acquisitions Options

- a. Option 1: Estimated costs to set up the Acquisitions Module on the existing Training Server would be **\$3,000** for training. No additional costs are anticipated for this option.
- b. Option 2: Ms. Hunt is working with LS&S to determine the costs associated with setting up the Acquisitions module on the production server.
- c. Staff will work with appropriate parties to select the best option for the installation of the Acquisitions module based on costs and efficiencies.

**Total New Costs: \$130,000-\$160,000**



April 9, 2020

**Title:** Resolution 2019/2020-06 Authorizing Section 125 Premium Conversion Plan

**From:** Lisa Marston and Brynn Fogerty

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**Recommendation:**

The District Administrator and Human Resources Manager recommend the Board approve Resolution 2019/2020-06 Authorizing a Section 125 Premium Conversion Plan and authorize the Board President to sign the attached Premium Conversion Plan agreement.

**Budget Impacts:**

Setting up the plan costs \$225.

**Policies, Plans and Goals Supported:**

Fiscal responsibility / total compensation philosophy – Section 125 Premium Conversion Plans can reduce tax liability by reducing taxable income.

**Background and Additional Information:**

The District requires employees to share in the costs of the medical, dental and vision insurance premiums. In order to facilitate pre-tax salary deductions by employees, the District needs to have a Section 125 Premium Conversion Plan in place. The plan can be amended in the future to add other qualified benefits that involve salary reduction.

**Attachments:**

1. Resolution 2019/2020-06 Authorizing Section 125 Premium Conversion Plan
2. Plan Information Summary
3. Premium Conversion Election Form and Salary Reduction Agreement
4. Premium Conversion Plan



**RESOLUTION: 2019/2020-06**

**RESOLUTION AUTHORIZING SECTION 125 PREMIUM CONVERSION PLAN**

**WHEREAS, THE BOARD OF THE JACKSON COUNTY LIBRARY DISTRICT FIND:**

The Section 125 Premium Conversion Plan allows employees to pay for eligible benefits using either before-tax or after-tax dollars. Those who choose to participate will have their benefit premiums deducted from their salary before taxes are calculated.

Participating in this plan will generally lower an employee's taxable income for a given year. During the short plan year, April 1, 2020 through June 30, 2020, eligible benefits include Medical, Dental and Vision insurance.

The Plan may be amended at any time to include other benefits approved by the District, such as a Health Savings Account.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JACKSON COUNTY LIBRARY DISTRICT THAT:**

Jackson County Library District ("District") makes a Section 125 Premium Conversion Plan benefit available to its employees and pays a portion of those premiums as set forth in the attached Plan. The District wishes to adopt such Plan as it complies with the Internal Revenue Code to enable its employees to elect to pay for their share of the group insurance premiums on a pre-tax salary reduction basis. The plan, as presented, is hereby approved and adopted and the proper officers of the District are hereby authorized and directed to execute and deliver to the administrator of the Plan one or more counterparts of the Plan.

The Plan Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

The proper officers of the District shall promptly notify the employees of the District of the Premium Conversion Plan by delivering to each employee a copy of the Summary Description of the Plan in the form of the Summary Plan Description as presented, which form is hereby approved.

**INTRODUCED AND ADOPTED THIS 9th DAY OF APRIL 2020, EFFECTIVE AS OF THE DATE OF ADOPTION.**

By:

Attest:

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Board President

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Recording Secretary

**Board Vote:**

Cathy Shaw \_\_\_\_\_  
George Prokop \_\_\_\_\_  
Susan Kiefer \_\_\_\_\_  
Jill B. Turner \_\_\_\_\_  
Eric Dziura \_\_\_\_\_

## PLAN INFORMATION SUMMARY

**This Appendix provides information specific to Jackson County Library District. The Effective Date of this Plan Information Summary is April 2, 2020. This Plan Information Summary replaces and supersedes any other Plan Information Summary with an earlier effective date.**

### I. EMPLOYER/PLAN SPONSOR/THIRD PARTY ADMINISTRATOR INFORMATION

1. Name, address and telephone number of the Employer/Plan Sponsor:	Jackson County Library District 205 South Central Ave Medford, OR 97501 541-774-6508
2. Name, address and telephone number of the Plan Administrator:  The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies or omissions in the Plan and the SPD issued in connection with the Plan.	Jackson County Library District 205 South Central Ave Medford, OR 97501 541-774-6508
3. Employer's federal tax identification number:	47-1609848
4. Plan Number:	
5. Effective Date of the Plan:  This is the date that the Plan was first established.	April 1, 2020
6. Effective Date of this SPD  Note: This is the most recent date of the SPD other than the Plan Information Summary and the Appendices.	April 2, 2020
7. Plan Year:	
8. Short Plan Year:	April 1 through June 30
9. Adopting Employers participating in the Plan:	
10. Third Party Administrator:	NA

## II. CAFETERIA PLAN INFORMATION

(a) **Eligibility Requirements and Eligibility Date.** Each Employee who is a salaried/full-time employee that works at least 30 hours a week is a part-time employee that works at least 20 hours a week. Those who are eligible for coverage or participation under any of the Benefit Plan Options ("Cafeteria Plan Eligibility Requirements") will be eligible to participate in this Plan on date of hire ("Cafeteria Plan Eligibility Date").

The Employee's commencement of participation in the Plan is conditioned on the Employee properly completing and submitting a Salary Reduction Agreement as summarized in this SPD. Eligibility for coverage under any given Benefit Plan Option shall be determined not by this Plan but by the terms of that Benefit Plan Option.

(b) **Annual Election Rules.** With respect to Benefit Plan Option elections, failure to make an election during the Annual Election Period will result in one of the following deemed election(s):

- The employee will be deemed to have elected not to participate during the subsequent plan year. Coverage under the Benefit Plan Options offered under the Plan will end the last day of the Plan Year made.
- The employee will be deemed to have elected to continue his Benefit Plan Option elections in effect as of the end of the Plan Year in which the Annual Election Period took place. This is called an "Evergreen election."

(c) **Change of Election Period:** If you experience a Change in Status Event or Cost or Coverage Change as described in the Cafeteria Plan Summary and in the Election Change Chart, you may make the permitted election changes described in the Election Change Chart if you complete and submit an election change form within 30 days after the date of the event. If you are participating in an insured arrangement that provides a longer election change period, the election change period described in the insurance policy will apply.

(d) **Benefit Plan Options:** The Employer elects to offer to eligible Employees the following Benefit Plan Option(s) subject to the terms and conditions of the Plan and the terms and conditions of the Benefit Plan Options. These Benefit Plan Option(s) are specifically incorporated herein by reference. The maximum Pre-tax Contribution a Participant can contribute via the Salary Reduction Agreement is the aggregate cost of the applicable Benefit Plan Options selected, reduced by any Non-elective Contributions made by the Employer. It is intended that such Pre-tax Contribution amounts will, for tax purposes, constitute an Employer contribution, but may constitute Employee contributions for state insurance law purposes.

The following Benefit Plan Options are made available under the Plan to all those eligible Employees who make an appropriate election.

Health Insurance

Dental Insurance

Vision Insurance

**Jackson County Library District  
Premium Conversion Election Form and Salary Reduction Agreement**

You may pay for employer-sponsored benefit plan premiums with pre-tax dollars under the Premium Conversion Plan (the "Plan"). Simply check the first box and return this Election Form by \_\_\_\_\_, to your employer's designated individual.

Failure to comply with the above instructions will result in any premiums being paid outside the Plan with after-tax dollars. Please check the second box for the after-tax option.

**Irrevocable Election.** If you elect the pre-tax option, you cannot change or revoke your election until the open enrollment period for the next Plan Year. Your Summary Plan Description (SPD) has details on the limited circumstances in which an election may be changed. The primary exception involves a change in status (e.g., marriage, divorce). Any election change must be requested within 30 days of the event.

**Employee Information**

Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**Election Options (check one)**

I elect the pre-tax option for the current Plan Year. I authorize my employer to make appropriate pre-tax payroll deductions to pay for benefits available under the Plan.

If applicable, you may elect to make pre-tax contributions to a Health Savings Account (HSA) as described in the SPD. By indicating the amount of the contribution below, you certify that you are eligible to contribute to an HSA and represent that you will revoke your HSA election if you are no longer eligible to contribute to an HSA.

I hereby elect to contribute the following amount to the HSA for this Plan Year and authorize a pre-tax payroll deduction from the Plan:	\$ _____
--	----------

I elect to pay for my benefit premiums on an after-tax basis. I authorize my employer to make appropriate after-tax payroll deductions.

**Employee Statement and Signature**

I understand the contents of this Election Form and agree to the following:

- This Election Form does not enroll me in any benefit plans or options available under the Plan
- Pre-tax premiums reduce my compensation for Social Security tax purposes
- My election revokes any prior election under the Plan and remains in force through subsequent Plan years, unless I revoke the election or execute a new Election Form
- During the open enrollment period, I may change my elections for the next Plan year
- If my contribution for any benefit changes, I authorize my employer to change my salary reductions accordingly

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Jackson County Library District  
Premium Conversion Plan  
This Document is effective: April 2, 2020**

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**PREAMBLE**

Effective as of the date set forth below, Jackson County Library District established the Premium Conversion Plan (the "Plan" or "Cafeteria Plan") for its Employees for purposes of providing eligible Employees with the opportunity to choose from among the Benefit Package Options available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125.

**Jackson County Library District  
Premium Conversion Plan**

**ARTICLE I  
DEFINITIONS**

**1.01 "Affiliated Employer"** means any entity that is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m).

**1.02 "After-tax Contribution(s)"** means amounts withheld from an Employee's Compensation pursuant to a Salary Reduction Agreement after all applicable state and federal taxes have been deducted. Such amounts are withheld for purposes of purchasing one or more of the Benefit Package Options available under the Plan.

**1.03 "Anniversary Date"** means the first day of any Plan Year.

**1.04 "Benefit Package Option(s)"** means those Qualified Benefits available to a Participant under this Plan as set forth in the Summary Plan Description, as amended and/or restated from time to time.

**1.05 "Board of Directors"** means the Board of Directors or other governing body of the Employer (the "Board"). The Board of Directors, upon adoption of this Plan, appoints the Plan Administrator to act on the Employer's behalf in all matters regarding the Plan.

**1.06 "Change in Status"** means any of the events described in the Summary Plan Description, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change the election midyear. Note: See the Summary Plan Description for requirements that must be met to permit certain midyear election changes on account of a Change in Status.

**1.07 "Code"** means the Internal Revenue Code of 1986, as amended.

**1.08 "Compensation"** means the cash wages or salary paid to an Employee by the Employer.

**1.09 "Dependent"** means any individual who is a tax dependent of the Participant as defined generally in Code Section 152(a) except as otherwise set forth in Code Section 21 (for Dependent Care FSA purposes), Code Section 105 (for health plan purposes) and Code Section 223 (for Health Savings Account purposes, if offered under the Plan).

**1.10 "Effective Date"** of the Plan means April 1, 2020. This is the date the Plan was originally established. It may not coincide with the date of this document as set forth in the title page.

**1.11 "Employee"** means an individual who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include any of the following: (a) any leased employee (including, but not limited to, those individuals defined in Code § 414(n)); (b) an individual classified by the Employer as a contract worker or independent contractor; (c) an individual classified by the Employer as a temporary employee or casual employee, whether or not any such persons are on the Employer's W-2 payroll; and (d) any individual who performs services for the Employer but who is paid by a temporary or other employment agency such as "Kelly," "Manpower," etc., or any employee covered

under a collective bargaining agreement, except as otherwise provided for in the collective bargaining agreement.

**1.12 "Employer"** means Jackson County Library District and any Affiliated Employer who adopts the Plan pursuant to authorization provided by the Employer. Notwithstanding the previous sentence, when the Plan provides that the Employer has a certain power (e.g., the appointment of a third party administrator, entering into a contract with a third party insurer or amendment or termination of the plan) the term "Employer" shall mean only Jackson County Library District. Affiliated Employers who adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein. Affiliated Employers who have adopted the Plan are set forth in the Summary Plan Description.

**1.13 "ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

**1.14 "Highly Compensated Individual"** means an individual defined under Code Section 125(e), as amended, as a "highly compensated individual" or a "highly compensated employee."

**1.15 "Key Employee"** means an individual who is a "key employee" as defined in Code Section 125(b)(2), as amended.

**1.16 "Non-elective Contribution(s)"** means any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for such Participant and Dependents, if applicable, under one or more of the Benefit Package Option(s) offered under the Plan. The amount of employer contribution that is applied towards the cost of the Benefit Package Option(s) for each Participant and/or level of coverage shall be subject to the sole discretion of the Employer and may be adjusted upward or downward at any time in the contributing Employer's sole discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon the Participant's dependent status, commencement or termination date of the Participant's employment during the Plan Year, and such other factors as the Employer shall prescribe. To the extent set forth in the Summary Plan Description or enrollment material, the Employer may make Non-elective Contributions available to Participants and allow Participants to allocate the Non-elective Contributions among the various Benefit Package Options offered under the Plan in a manner set forth in the Summary Plan Description or enrollment material. In no event will any Non-elective Contribution be disbursed to a Participant in the form of additional, taxable Compensation except as otherwise provided in the Summary Plan Description or enrollment material.

**1.17 "Participant"** means an Employee who becomes a Participant pursuant to Article II.

**1.18 "Plan"** means this Cafeteria Plan, as set forth herein.

**1.19 "Plan Administrator"** means the person(s) or Committee identified in the Summary Plan Description that is appointed by the Employer with authority, discretion and responsibility to manage and direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.

**1.20 "Plan Year"** shall be the period of coverage set forth in the Summary Plan Description.

**1.21 "Pre-tax Contribution(s)"** means amounts withheld from an Employee's Compensation pursuant to a Salary Reduction Agreement before any applicable state and federal taxes have been deducted. The amounts are withheld for purposes of purchasing one or more of the Benefit Package Options available under the Plan. This amount shall not exceed the premiums or contributions attributable

to the most costly Benefit Package Option afforded hereunder, and for purposes of Code Section 125, shall be treated as an Employer contribution (this amount may, however, be treated as an Employee contribution for purposes of state insurance laws).

**1.22 "Qualified Benefit"** means any benefit excluded from the Employee's taxable income under Chapter 1 of the Code other than Sections 106(b), 117, 124, 127, or 132 and any other benefit permitted by the Income Tax Regulations (i.e., any group term life insurance coverage that is includable in gross income by virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, long-term care insurance is not a "Qualified Benefit."

**1.23 "Salary Reduction Agreement"** means the actual or deemed agreement pursuant to which an eligible Employee or Participant elects to contribute his share of the cost of chosen Benefit Package Options with Pre-tax or After-tax Contributions and/or benefit credits (if offered under the Plan) in accordance with Article III herein. If the Employer utilizes an interactive voice response (IVR) system or web-based program for enrollment, the Salary Reduction Agreement may be maintained on an electronic database in accordance with all applicable federal and/or state laws.

**1.24 "Spouse"** means an individual who is legally married to a Participant (and who is treated as a spouse under the Code). A "Spouse" includes same-sex spouses lawfully married under state law, regardless of their state of residence.

**1.25 "Summary Plan Description" or "SPD"** means the Cafeteria Plan SPD and all appendices incorporated into and made a part of the SPD that is adopted by the Employer and attached to this Plan Document as Attachment I, as amended from time to time. The SPD and its appendices are incorporated hereto by reference.

**1.26 "Student"** means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full-time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.

## ARTICLE II ELIGIBILITY AND PARTICIPATION

**2.01 Eligibility to Participate.** Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in this Plan as of the Eligibility Date set forth in the SPD. Eligibility to participate in this Plan means only that the eligible Employee is entitled to contribute his share of the cost of applicable Benefit Package Options for which he is eligible with Pre-tax Contributions. The provisions of this Article do not override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Package Options, which are specified in the governing documents of the Benefit Package Options.

**2.02 Termination of Participation.** Participation shall terminate on the earliest of the dates set forth in the SPD.

**2.03 Qualifying Leave Under Family Medical Leave Act.** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Package Options that provide health coverage on the same terms and conditions as if the Participant were still an active Employee. The FMLA requirements, procedures and payment

option(s) are set forth in the SPD and will be administered in accordance with the FMLA and Code Section 125 regulations.

**2.04 Non-FMLA Leave.** If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Package Options chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD and implemented by the Employer on a uniform and consistent basis in accordance with the Employer's internal policy and procedure. If a Participant goes on an unpaid leave that affects eligibility under this Plan or the Benefit Package Options chosen by the Participant, the election change rules in Section 3.04 will apply. If such policy requires coverage to continue during the leave, but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

### **ARTICLE III PREMIUM ELECTIONS**

**3.01 Election of Contributions.** A Participant may elect any combination of Pre-tax Contributions or After-tax Contributions to fund any Benefit Package Option available under the Plan, provided that only Qualified Benefits may be funded with Pre-tax Contributions. The Employer may, but is not required to, allocate Non-elective Contributions to one or more Benefit Package Options offered under the Plan and may allow Participants to allocate their allotted share of Non-elective Contributions among various Benefit Package Options in a manner set forth in the SPD or enrollment material.

#### **3.02 Initial Election Period.**

- (a) **Currently Eligible Employees.** An Employee eligible to become a Participant must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designee as set forth on the Salary Reduction Agreement) during the election period (as specified by the Plan Administrator) immediately preceding the Plan's Effective Date to become a Participant on the Effective Date. These elections shall be effective, subject to Section 3.04, for the Plan Year beginning on the Effective Date.
- (b) **Employees Who Become Eligible After Plan's Effective Date.** An Employee who becomes eligible to become a Participant after the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designee as set forth on the Salary Reduction Agreement) during the initial election period set forth in the SPD or enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under each Benefit Package Option is effective in accordance with the governing provisions of such Benefit Package Option.
- (c) **Failure to Elect.** An eligible Employee who fails to complete, sign and file a Salary Reduction Agreement as indicated above during an initial election period may become a Participant on a later date in accordance with Section 3.03 or 3.04.

**3.03 Annual Election Period.** Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan or to modify or cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date on which the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made

during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

**3.04 Change of Elections.** A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Non-elective Contributions except under the circumstances set forth in the SPD and for changes made during the Annual Election Period, changes caused by termination of employment or cessation of eligibility, and changes pursuant to FMLA. Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later.

**3.05 Impact of Termination of Employment on Election or Cessation of Eligibility.** Termination of employment or cessation of eligibility shall automatically revoke any Salary Reduction Agreement. Except as provided below, if revocation occurs under this Section 3.05, no new election with respect to Pre-tax Contributions may be made by such Participant during the remainder of the Plan Year except as set forth in the SPD.

#### **ARTICLE IV PREMIUM PAYMENTS AND CREDITS AND DEBITS TO ACCOUNTS**

**4.01 Source of Benefit Funding.** The cost of coverage under the component Benefit Package Options shall be funded by Participant's Pre-tax and/or After-tax Contributions and/or any Non-elective Contributions provided by the Employer. The required contributions for each Benefit Package Option shall be made known to employees in enrollment materials. Pre-tax or After-tax Contributions (as elected by the Employee on the Salary Reduction Agreement and permitted by the Employer) shall equal the contributions required from the Participant less any available Non-elective Contributions allocated thereto by the Employer, or where applicable, the Participant for coverage of the Participant or the Participant's Spouse or Dependents under the Benefit Package Options elected by the Participant under this Plan. Amounts withheld from a Participant's Compensation as Pre-tax Contributions or After-tax Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Pre-tax Contributions, plus any Non-elective Contributions made available by the Employer, shall not exceed the aggregate cost of the Benefit Package Options elected.

**4.02 Reduction of Certain Elections to Prevent Discrimination.** If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as deemed appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.

#### **ARTICLE V BENEFITS**

**5.01 Qualified Benefits.** The maximum benefit a Participant may elect under this Plan shall not exceed the sum of the aggregate maximum premium and/or contribution for all Benefit Package Option(s) set forth in the SPD.

**5.02 Cash Benefit.** To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a Pre-tax Contribution or After-tax Contribution, such amount not elected shall be paid to the Participant in the form of normal Compensation payments; provided, however, that any applicable Non-elective Contributions may not be received in the form of cash compensation, except as otherwise provided for in the SPD or enrollment material.

## **ARTICLE VI PLAN ADMINISTRATION**

**6.01 Allocation of Authority.** The Board of Directors or applicable governing body (or an authorized officer of the Employer) appoints a Plan Administrator that shall keep the records for the Plan and shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies or omissions in the Plan and the SPD issued in connection with the Plan. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties:

- (a) To require any person to furnish such reasonable information as he may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan.
- (b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.
- (c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan.
- (d) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD.
- (f) To keep records of all acts and determinations, and to keep all such records, books of account, data and other documents as may be necessary for the proper administration of the Plan.
- (g) To do all things necessary to operate and administer the Plan in accordance with its provisions.

**6.02 Provision for Third-Party Plan Service Providers.** The Plan Administrator, subject to approval of the Employer, may employ the services of such persons, as it may deem necessary or desirable in connection with the operation of the Plan and may rely upon all tables, valuations, certificates, reports and opinions furnished thereby. Such entity will be identified in the SPD as a third party administrator. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

**6.03 Fiduciary Liability.** To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for its own willful misconduct or willful breach of this Plan.



**6.04 Compensation of Plan Administrator.** Unless otherwise determined by the Employer and permitted by law, any Plan Administrator who is also an employee of the Employer shall serve without compensation for services rendered in such capacity, but the Employer shall pay all reasonable expenses incurred in the performance of their duties.

**6.05 Bonding.** Unless otherwise determined by the Employer, or unless required by any federal or state law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

**6.06 Payment of Administrative Expenses.** The Employer currently pays all reasonable expenses incurred in administering the Plan.

**6.07 Funding Policy.** The Employer shall have the right to enter into a contract with one or more insurance companies for the purposes of providing any Benefit Package Option(s) offered under the Plan and to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and shall be retained by, the Employer. The Employer will not be liable for any loss or obligation relating to any insurance coverage except as is expressly provided by this Plan. Such limitation shall include, but not be limited to, losses or obligations that pertain to the following:

- (a) Once insurance is applied for or obtained, the Employer will not be liable for any loss which may result from the failure to pay premiums to the extent premium notices are not received by the Employer.
- (b) To the extent premium notices are received by the Employer, the Employer's liability for the payment of such premiums will be limited to such premiums and will not include liability for any other loss which results from such failure.
- (c) The Employer will not be liable for the payment of any insurance premium or any loss that may result from the failure to pay an insurance premium if the benefits available under this Plan are not enough to provide for such premium cost at the time it is due. In such circumstances, the Employee will be responsible for and see to the payment of such premiums. The Employer will undertake to notify a Participant if available benefits under this Plan are not enough to provide for an insurance premium, but will not be liable for any failure to make such notification.
- (d) When employment ends, the Employer will have no liability to take any step to maintain any policy in force except as may be specifically required otherwise in this Plan, and the Employer will not be liable for or responsible to see to the payment of any premium after employment ends.

## **ARTICLE VII CLAIMS PROCEDURES**

The Plan has established procedures for reviewing claims denied under this Plan and those claims review procedures are set forth in the SPD. The Plan's claim review procedures set forth in the SPD shall only apply to issues germane to the pre-tax benefits available under this Plan (i.e., such as a determination of a Change in Status, change in cost or coverage or eligibility and participation matters under this Cafeteria Plan document) and to the extent offered under the Plan, claims for benefits under the Reimbursement Accounts.

## **ARTICLE VIII AMENDMENT OR TERMINATION OF PLAN**

**8.01 Permanency.** While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below. Nothing in this Plan is intended to be or shall be construed to entitle any Participant, retired or otherwise, to vested or non-terminable benefits.

**8.02 Employer's Right to Amend.** The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business (e.g., by approval by the Board of Directors through a meeting or unanimous consent of all Board members). Such amendments may apply retroactively or prospectively as set forth in the amendment. Each Benefit Package Option shall be amended in accordance with the terms specified therein, or, if no amendment procedure is prescribed, in accordance with this section. Any amendment made by the Employer shall be deemed to be approved and adopted by any Affiliated Employer.

**8.03 Employer's Right to Terminate.** The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.

**8.04 Determination of Effective Date of Amendment or Termination.** Any such amendment, discontinuance or termination shall be effective as of such date as the Employer shall determine.

## **ARTICLE IX GENERAL PROVISIONS**

**9.01 Not an Employment Contract.** Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.

**9.02 Applicable Laws.** The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the State of Oregon to the extent not preempted.

**9.03 Requirement for Proper Forms.** All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.

**9.04 Multiple Functions.** Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

**9.05 Tax Effects.** Neither the Employer, nor the Plan Administrator makes any warranty or other representation as to whether any Pre-tax Contributions made to or on behalf of any Participant hereunder will be treated as excludable from gross income for local, state or federal income tax purposes. If for any reason it is determined that any amount paid for the benefit of a Participant or Beneficiary are includable in an Employee's gross income for local, state or federal income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with

respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Plan is designed and is intended to be operated as a "cafeteria plan" under Section 125 of the Code.

**9.06 Gender and Number.** Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.

**9.07 Headings.** The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

**9.08 Incorporation by Reference.** The actual terms and conditions of the separate component Benefit Package Option(s) offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document and this Plan as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein. In addition, the SPD for this Plan contains many of the actual terms and conditions of this Plan. To that end, the SPD, as amended from time to time, is incorporated herein.

**9.09 Severability.** Should a court of competent jurisdiction subsequently invalidate any part of this Plan, the remainder thereof shall be given effect to the maximum extent possible.

**9.10 Effect of Mistake.** In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.

**IN WITNESS WHEREOF,** the Employer has executed this Cafeteria Plan as of the date set forth below.

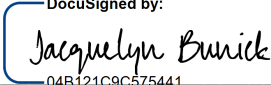
**Jackson County Library District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

*Approved as to legal sufficiency*

DocuSigned by:  
 4/2/2020  
04B121C9C575441  
\_\_\_\_\_  
Jacquelyn Bunick



April 9, 2020

**Title:** Resolution 2019/2020-07 Authorizing Declarations of an Emergency and Certain Actions During a State of Emergency

**From:** Jacquelyn Bunick, Lisa Marston, and Kari May

---

**Recommendation:**

Legal counsel for the District, along with the District Administrator and Library Director, recommend the Board approve Resolution 2019/2020-7 Authorizing Declarations of an Emergency and Certain Actions During a State of Emergency. Adopting this resolution is the first step in a two-step process outlined in the attached guidelines for special districts. This resolution does not, in itself, declare an emergency.

**Budget Impacts:**

n/a

**Policies, Plans and Goals Supported:**

Emergency preparedness. Business continuity.

**Background and Additional Information:**

The COVID-19 pandemic has brought emergency preparedness to the forefront. JCLD Board members raised the question at the March 12, 2020 regular meeting. Other governing boards and public managers of special districts across Oregon have been asking similar questions and taking steps to ensure their special district is in a position to declare a state of emergency, if necessary. The attached resolution is based on a resolution from another special district, which provided a copy to the Special Districts Association of Oregon (SDAO) to share with its members.

**Attachments:**

1. Resolution 2019/2020-07 Authorizing Declarations of an Emergency and Certain Actions During a State of Emergency
2. Guidelines for Special Districts in Declaring a State of Emergency

**RESOLUTION: 2019/2020-07**

**RESOLUTION AUTHORIZING DECLARATIONS OF A STATE OF EMERGENCY  
AND CERTAIN ACTIONS DURING A STATE OF EMERGENCY**

**WHEREAS**, the Board of Directors (“Board”) of the Jackson County Library District (“District”) has all of the powers and duties of a library district provided under ORS Chapters 357 and 198; and

**WHEREAS**, the Board has reserved for itself all actions and statutory functions that are properly reserved to the governing body of a library district; and

**WHEREAS**, the Board acknowledges that during a state of emergency the Board, District Administrator and/or Library Director may be unavailable or unable to perform necessary administrative, operational, and statutory functions for the District; and

**WHEREAS**, the Board desires to define the circumstances that may constitute a state of emergency and to designate a line of succession whereby immediate and appropriate action may be taken to minimize, respond to, or recover from the emergency and to continue District operations during a state of emergency.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JACKSON COUNTY LIBRARY DISTRICT THAT:**

**Section 1. Emergency Defined.** An “emergency” means a human created or natural event or circumstance that causes or threatens widespread loss of life, injury to person or property, human suffering, interruption of services, or financial loss. The events or circumstances causing an emergency may include, but are not limited to: fire, explosion, flood, severe weather, landslides, drought, earthquake, volcanic activity, spills or releases of oil or hazardous materials, disease, contagion, civil disturbance, riot, acts of terrorism, and war.

**Section 2. Emergency Declaration.** A “state of emergency” exists when the events or circumstances constituting an emergency are present and a declaration is made that the District is in a state of emergency.

- A. Prior to June 30, 2020, except as otherwise provided in this Section, a declaration of a state of emergency shall be made by the Board.
  - 1. If a quorum of the Board is unable or unavailable to convene, the declaration may be made by the President of the Board, or the President’s then-designated successor (“President”), in consultation with the District Administrator. If the President is unable or unavailable to consult with the District Administrator, any two members of the Board, jointly and in consultation with the District Administrator, may make the declaration.
  - 2. In the event that neither the President nor two members of the Board are able or available to consult with the District Administrator, the District Administrator may make the declaration of a state of emergency.

3. If the District Administrator is unable or unavailable for a consultation under this Section, the consultation shall occur with the next in the line of succession to the District Administrator, as provided in Section 4 of this Resolution.
- B.** After June 30, 2020, except as otherwise provided in this Section, a declaration of a state of emergency shall be made by the Board.
1. If a quorum of the Board is unable or unavailable to convene, the declaration may be made by the President, or the President's then-designated successor, in consultation with the Library Director. If the President is unable or unavailable to consult with the Library Director, any two members of the Board, jointly and in consultation with the Library Director, may make the declaration.
  2. In the event that neither the President nor two members of the Board are able or available to consult with the Library Director, the Library Director may make the declaration of a state of emergency.
  3. If the Library Director is unable or unavailable for a consultation under this Section, the consultation shall occur with the next in the line of succession to the Library Director, as provided in Section 4 of this Resolution.
- C.** In the event a declaration of a state of emergency is made pursuant to Section 2(A)(1), Section 2(A)(2), Section 2(B)(1), or Section 2(B)(2), the Board shall convene as soon as is reasonably practicable to consider the declaration and to ratify or modify the declaration as the Board deems necessary.
- D.** A declaration of a state of emergency shall contain the following:
1. Findings by the declarant that an emergency exists, including the events or circumstances forming the basis for the emergency; and
  2. The actions authorized during the emergency, which may be any or all of the functions and actions identified in this Resolution; and
  3. The period of time that the state of emergency is anticipated to exist during which the actions will be authorized; and
  4. A statement that the declaration of the state of emergency, and any actions authorized pursuant to the declaration, must be ratified by the Board as soon as practicable.

**Section 3. Authorized Actions.** When a state of emergency has been declared, prior to June 30, 2020, the District Administrator or the District Administrator's successor, and after June 30, 2020, the Library Director or the Library Director's successor, shall have the authority to perform any or all of the following actions, so long as such action is for the purpose of reducing loss of life, disruption of services, damage to District property or assets, or financial loss, or for the purpose of protecting any portion of the District's jurisdiction from threat or hazard, or to assist another federal, state, or local governmental entity upon request:

- A. Divert funds and resources appropriated for other purposes to meet immediate needs; and
- B. Enter into contracts of a duration that shall last no longer than the conclusion of the then-existing state of emergency, without regard to any spending limit otherwise imposed by the District's procurement rules; and
- C. Authorize local emergency operations plans; and
- D. Implement protective measures, which may include limiting physical access by the public to District staff and offices, including during public meetings or hearings of the Board; and
- E. Call an emergency meeting of the Board; and
- F. Coordinate or assist local communities and state agencies to alleviate disaster or emergency conditions, including by entering into agreements and the sending or receiving of resources; and
- G. Any action that the authorized District Administrator or Library Director reasonably believes is necessary to protect the District's staff, patrons, resources, systems, services, collections, and/or property.

**Section 4. Line of Succession.**

- A. Prior to June 30, 2020, during a state of emergency, if the District Administrator is unable or unavailable to perform the Authorized Actions, the Human Resources Manager shall have the authority of the District Administrator to perform such Authorized Actions. The Human Resources Manager shall only be so authorized after receiving notification by the District Administrator or the President of such authorization.
- B. After June 30, 2020, during a state of emergency, if the Library Director is unable or unavailable to perform the Authorized Actions, the District Administrator (or equivalent) shall have the authority of the Library Director to perform such Authorized Actions. If the District Administrator is unable or unavailable to perform the Authorized Actions, the Assistant Director of Public Services shall have the authority of the Library Director to perform such Authorized Actions. The District Administrator or the Assistant Director of Public Services shall only be so authorized after receiving notification by the Library Director or the President of such authorization.

**Section 5. Ratification.** Within 30 days after a declared state of emergency has concluded, the District Administrator or Library Director, or the authorized agent in the line of succession, who has taken any Authorized Action pursuant to this Resolution, shall prepare a report for the Board of the actions taken on the District's behalf, the reason for which the action was required, the alternative actions considered, and the results of the action that was taken. Within 60 days after a declared state of emergency has concluded, the Board shall meet to approve and ratify any

Authorized Actions taken by the District Administrator or Library Director or authorized agent in the line of succession on behalf of the District during the state of emergency.

**INTRODUCED AND ADOPTED THIS 9<sup>th</sup> DAY OF APRIL 2020, EFFECTIVE AS OF THE DATE OF ADOPTION.**

JACKSON COUNTY LIBRARY DISTRICT

By \_\_\_\_\_  
Susan Kiefer, President

By \_\_\_\_\_  
Jacquelyn Bunick, Legal Counsel

**Board Vote:**

Cathy Shaw \_\_\_\_\_  
George Prokop \_\_\_\_\_  
Susan Kiefer \_\_\_\_\_  
Jill B. Turner \_\_\_\_\_  
Eric Dziura \_\_\_\_\_



## **Guidelines for Special Districts in Declaring a State of Emergency**

By: Tommy A. Brooks and Laura Westmeyer, Cable Huston, LLP

### **Introduction**

Since the Governor declared a state of emergency in Oregon on March 8, 2020, many local governing bodies have been acting to declare their own state of emergency within their jurisdictions. The process for cities and counties to make an emergency declaration is laid out in statute, but special districts have little guidance for doing the same, and some may be wondering whether they should consider making a local declaration, and what the import and effect of a declaration would be for their district.

### **Purpose of Emergency Declarations**

The primary purpose of an emergency declaration is to maintain continuity of service in situations where the normal decision-making process may be unavailable. Emergency declarations allow governments to quickly mobilize to minimize, respond to, or recover from the emergency presented. While each emergency will present its own unique set of facts and needs, the common purpose for a declaration is when the risks of delay or inability to take certain actions outweighs the public benefits from following the ordinary procedure. An emergency declaration functions as the triggering action for a government to activate a menu of powers and authority that may not be ordinarily available, or to use processes that may not be ordinarily used, in order to respond to the emergency circumstance. Special districts should consider the type of powers, processes, and authority that it would want to authorize in the event of an emergency.

### **Authorized Actions in a State of Emergency**

Declaring a state of emergency allows special districts to make adjustments to a variety of functions. Below are some of the more common actions and functions that may be authorized or adjusted through an emergency declaration:

- 1. *Provide additional sources of funding.*** Divert funds appropriated for certain purposes to meet the needs of the emergency.
- 2. *Designate a line of succession for the governing body and district staff / Authorize individuals to take action that they would not otherwise be authorized to take.*** In an emergency, a quorum of the governing body may be unable or unavailable to take an action that is needed to protect the district. Or the administrative or executive head of a district may be unavailable to make day-to-day decisions. An emergency declaration may designate a line of succession for individuals authorized to perform the needed functions in their place.
- 3. *Authorize the suspension or waiver of local policies or ordinances.***
- 4. *Suspend local procurement rules and spending authority limits.***
- 5. *Allow for greater cooperation among local governments.*** Authorize the district's entrance into contracts and agreements with other governments. Provide and receive resources with or without a formal contract.
- 6. *Prioritize certain district activities and functions.***
- 7. *Demonstrate eligibility for certain funding.*** Some emergency funding sources require documentation of the existence of an emergency and spending during that time.

8. *Raise public awareness.*
9. *Provide legal protection for actions taken during a state of emergency.*

### **Process for Declaring an Emergency**

Unlike for the state, cities, and counties, there is no statutory process in place for special districts to declare an emergency. Special districts do, however, generally have broad authority to adopt local rules and regulations and to take all action that is necessary or proper to perform the functions and purposes for which the district was formed. For special districts, a two-step process is recommended.

First, the governing body should act to generally authorize declarations of local states of emergency. This may be in the form of an ordinance or resolution. This first action should identify, at a minimum: (i) what would constitute a local emergency; (ii) who is authorized to make a declaration of a state of emergency; (iii) delegations to individuals for actions that the governing body as a board may be unable to make; (iv) a line of succession of board officers and district staff; (v) the additional powers and authorities; and, (vi) any processes that are authorized to be revised or suspended during the emergency.

The next step would be to declare a state of emergency that is specific to the circumstances presented at the time of the declaration – for example, to respond to the threats imposed by the COVID-19 outbreak. This would be in the form of a resolution or declaration. This second action should contain, at a minimum, the following elements: (i) findings of the criteria meeting the definition of a local emergency; (ii) the actions that are authorized as appropriate for the current emergency; (iii) the individuals who are ordered or authorized to take the authorized actions; (iv) the method for keeping the governing body apprised of all actions taken pursuant to the emergency powers that are taken other than by the governing body; (v) the duration of the emergency during which time the actions would be authorized.

### **Limitations on Emergency Declarations / Conclusion**

While declaring a state of emergency has multiple purposes and value for a special district, and can assist it to respond to the emergency at hand, districts should also keep in mind that a declaration is about continuing operations and does not provide a district with authority beyond the reasonable protection of district assets and resources. Such a declaration does not serve to override federal law. Further, state statutory requirements for special districts will continue to remain in place, such as the requirement to hold public meetings and hearings, and to adopt a budget before the start of the fiscal year. A special district may additionally be restricted by its unionized collective bargaining. This makes it imperative for each special district to take into account the authorities it has pursuant to its organizing statute, along with any other limits it may have placed on itself through policies, rules, or contracts.



April 9, 2020

**Title:** JCLS Employee Handbook

**From:** Policy Committee and Brynn Fogerty

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**Summary:**

HR Manager Brynn Fogerty drafted the attached Employee Handbook. It was reviewed by Lisa Marston and Kari May, with input from Carey Hunt and Claudine Taillac, before a draft was presented to the Policy Committee. The Policy Committee reviewed the document, met and discussed the content, and recommends approval. The Handbook outlines policies, guidelines, and rules, and establishes expectations.

**Actions, Options, or Potential Motions:**

Move to approve the Employee Handbook as presented.

**Recommendation:**

The Policy Committee recommends the Board approve the attached Employee Handbook.

**Policies, Plans and Goals Supported:**

Having a single document which houses all of the policies pertaining to employment is a vital piece of a healthy organization, and one of the first documents the District needs to have in place as HR plans to begin the direct appointment hiring process. The Handbook guides actions related to employees, by the Library Director, Human Resources, and anyone who manages or supervises staff within the District. The Handbook also acts as a guidebook for new employees during onboarding and assists with answering questions and informing the employees, and their supervisors, on specific topics such as dress code, leave policies, compensation, and benefits.

The Employee Handbook is a critical piece in the smooth and seamless transition for staff. It also supports the Board's Total Compensation Philosophy statement.

**Background and Additional Information:**

This handbook is the first edition for Jackson County Library District. Its policies are recommended and modeled after those found in comparable districts, Society for Human Resources Management (SHRM), Special Districts Association of Oregon (SDAO), and HR Answers. This is the first time the Handbook has been brought before the Board for

consideration and approval. An Employee Handbook is a living document, and it will be brought back to the Board in the future as changes are needed.

**Attachments:**

1. Jackson County Library District Employee Handbook



# EMPLOYEE HANDBOOK

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**2020**

**ADOPTED**

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# WELCOME

# WELCOME TO JACKSON COUNTY LIBRARY SERVICES

Welcome to the Jackson County Library Services team. I am so pleased to have you on board as part of our team committed to providing excellent service to our communities.

The Library's mission is to connect people to information, ideas, and each other. Our customers are at the heart of what we do, and you play an important part in making sure our customers experience our best whenever they walk into our libraries.

Staff at JCLS support each other, and we all contribute to each other's success. I hope that you will find your colleagues support you, and I expect you to contribute to a positive experience in the library for our patrons and your colleagues. I have high expectations for everyone's success and participation in making our libraries a place that is open and welcoming to all individuals.

I believe that our libraries are the core of our communities, and I am proud to be leading Jackson County Library Services in providing excellent library services throughout the Valley. I hope that you will find your employment here personally rewarding and that every day you can show a passion for the work you do.

You are a valuable member of our team – welcome!

Kari May  
Library Director

# ABOUT THIS HANDBOOK

---

This Employee Handbook is a guide to help you understand our employment provisions and expectations. The Handbook applies to all of our employees. It is intended to be a positive document that begins to establish the relationship between us.

Please remember that this Handbook contains only general information and guidelines. It is not intended to address all the possible applications of or exceptions to general policies and procedures. Our policies are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount to our ability to serve our customers and ourselves. While we have tried to anticipate many of your questions, keep in mind that this document won't provide every answer. If you have any questions concerning eligibility for a particular benefit or how a policy or practice applies to you, please ask your direct supervisor or the Human Resources Manager.

We know that employees have varied skills, goals, perceptions, and values, and that such diversity may create situations not fully addressed within this Handbook. In that event, we'll try to make fair and equitable decisions while making sure that the best interests of the organization are served.

Neither this Handbook nor any other organizational document confers any expressed or implied contractual right to remain in JCLS's employ, nor does it guarantee any fixed terms or conditions of your employment. Your employment is not for any specific period of time and may be terminated at will, with or without reason, and without prior notice by JCLS or you for any reason, at any time.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time-to-time. We recognize our responsibility to keep employees informed of changes that may affect them and will provide revised editions when those changes occur.

Some subjects described in this Handbook, such as benefit plan information, are covered in detail in official policy documents. You should refer to these documents for specific information since this Handbook provides summaries only. Please note that when discrepancies occur between benefit language in this Handbook and in the official policy documents, the terms of the written insurance policies are controlling. We encourage you to use caution when making decisions with long-term impact based on our current benefit offerings, given that we may find it necessary to make changes to these programs.

We encourage you to offer suggestions for improvement to these policies, employment practices, or working conditions. Please read through the Handbook carefully and share it with your family members so they will also understand your work environment. If you have additional questions or need further details, please talk with your supervisor, who can advise you or refer you to the appropriate resource.

# THE ORGANIZATION

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## MISSION

Our mission statement reflects the commitment we are making to the community.

The mission of the Jackson County Library District is to connect everyone to information, ideas and each other.

## VISION

Our vision statement describes what success looks like in the future.

Through the Jackson County Libraries individuals reach their full potential and our communities thrive.

## VALUES

To fulfill our mission and realize our vision, the following ideals shall direct us in our service to the community and interaction with each other.

### RESPECT

Our libraries welcome everyone. We honor diversity, individual perspectives and the right to privacy and confidentiality.

### ACCESSIBILITY

We champion free and open access to ideas, information and content.

### INTEGRITY

We are responsible, honest stewards of public resources and trust.

### INNOVATION

We encourage creative ideas and solutions.

### COLLABORATION

We foster an environment that inspires building relationships and working together.

## BOARD OF DIRECTORS

The Board of Directors is the governing body of JCLS and consists of five members elected by the voters of Jackson County. The Board meets monthly.

## WHAT IS A SPECIAL DISTRICT?

---

The formation of the Jackson County Library District (JCLD) was approved by the voters of Jackson County on May 20, 2014. At that time, voters approved a mill levy rate of up to \$.60 to provide a stable funding source for library operations in Jackson County. Although Jackson County Library District is the organization's legal name, JCLD does business as Jackson County Library Services (JCLS).

JCLS is considered a Special District per Oregon State Statute. Special Districts are a form of local government. Statewide, there have been over 1,000 special districts formed to serve more than 33 unique roles within local and

regional communities, including fire, emergency services, roads, public libraries, mass transit, soil and water conservation, water control, utilities and ports.

Special Districts are not county governments, cities or school districts, but like these other forms of local government, special districts empower citizens to govern their own neighborhoods and community. Citizens can be involved in the governance of their community through service on the district's elected governing body and attendance of meetings. A Special District can provide enhanced and specialized public service in response to citizen demands that a county or city is unable or unwilling to provide.

## EMPLOYMENT RELATIONSHIP

---

Oregon is an "at-will" employer state. You and the Library are engaged in an "at-will" employment relationship. This means that employment can be terminated, with or without cause, and with or without notice, at any time, at the option of JCLS or at the option of the employee.

No one in the organization has the authority to enter into any agreement contrary to this "at-will" relationship except the Director of the Library. It cannot be altered, except when in writing and signed by the Director of the Library and you. JCLS will not make and will not be bound by any oral promises concerning the length or terms of your employment.

## NEW EMPLOYEE ORIENTATION

---

New employees are expected to complete basic orientation within the first week of employment. This helps to ensure positive integration into our operations and helps new employees start a productive and satisfying employment relationship. At the orientation, you will receive detailed information about general policies, procedures, benefits, and basic information on pay and leave policies. Orientation sessions are documented using the New Employee Orientation Checklist, which is signed and dated by you and your immediate supervisor and will be kept in your employee personnel file.

## PROBATIONARY PERIOD

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As a new employee, you are hired for a 90-day probationary period. The probationary period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by supervisors. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the probationary period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity for us to see if your abilities and the requirements of the position match. It is also a chance to see if we meet your expectations as an employer.

Your performance will be evaluated by the end of the probationary period. If you have successfully completed the probationary period, you will be moved to regular status. If your skills border on satisfactory, but fall a little short, the probationary period may be extended if there is reason to believe that your skills will improve within thirty (30) days. This period may be extended only by approval of the Human Resources Manager. The request for an



extension won't be approved if it is submitted after the normal conclusion of your probationary period. If expectations are not met or if your skills are not satisfactory, it is unlikely that your employment will continue.

Completion of the probationary period does not alter the at-will employment relationship. Employment may be terminated at our will or discretion or by you at any time during or after the probationary period, with or without reason or notice, if either party regards it as necessary or appropriate.

## DRESS CODE

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Employees contribute to the atmosphere and reputation of JCLS in the way they present themselves. A professional appearance is essential to a favorable impression. Good grooming and appropriate dress reflect employee pride and inspires confidence.

Managers and supervisors have the discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and will not be paid for that time off. A basic essential of appropriate dress includes the need for clothing to be neat and clean. A reasonable standard of dress rules out overly-revealing clothing, spaghetti strap tank tops, halter-tops, or any extreme in dress, accessory, or fragrance. An employee unsure of what is appropriate should check with the designated manager or supervisor.

Business casual dress is permitted and defined as follows. This is a general overview and should not be considered as an all-inclusive list:

- Suits, blazers or sport coats
- Dress shirts and slacks, khaki style slacks
- Dresses and skirts of an appropriate length
- Sweaters
- Polo or golf style shirts
- Library logo apparel
- Dress shoes, loafers, flats, clogs, casual slip-on or tie shoes, or dress boots
- Certain job classifications may wear athletic shoes that are clean and in good condition

The following is considered inappropriate attire:

- Excessively short skirts, see-through or low-cut tops
- Spaghetti strap tank tops, halter tops or dresses with similar neck lines
- Sweatpants or sweatshirts
- Pajamas
- Exercise pants
- Shorts
- Bib overalls
- Any clothing items or tattoos exposed that include profanity, drugs, alcohol, or vulgar images
- Flip flops
- Torn, worn or frayed clothing
- Caps, hats, sweat bands, bandanas (Exceptions for employees under-going medical treatments resulting in hair loss or those worn for religious purposes will be exempted)

Some departments may require specific guidelines, such as the need to wear close-toed shoes while shelving books. Jeans that are not torn, frayed, or stained, may be worn on specific days of the week as determined by your work location. Other departments may allow employees to wear hats or costumes appropriate for delivering certain library programs or services. No dress code can cover all contingencies, so

employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you are meeting clients, business dress is always appropriate. These policies may be changed as fashion trends for the business world change.

## WORKPLACE RULES

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JCLS believes policies and procedures are essential for the orderly operation of our business and for the protection and fair treatment of all employees. As a result, we have clearly identified performance expectations so that each employee behaves according to our workplace standards. Courtesy and common sense should always prevail. The following work rules are not all-inclusive, but serve as guidelines to demonstrate the work behaviors considered important to JCLS.

1. You are expected to be at work on time, to stay until your workday ends, and to do the work assigned or requested of you. If you are unable to be at work on time, you are expected to contact your immediate supervisor promptly.
2. You are expected to regard your workplace with respect and attention. JCLS records, equipment, and property are to be treated carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their maintenance, appropriate use, and accuracy.
3. You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by JCLS or by outside regulatory bodies.
4. You are expected to conduct yourself in a professional manner, exhibiting a high regard for our customers, vendors, business associates, and for co-workers. No breach of professional behavior (abusive language, harassment, personal business during work time, etc.) will be condoned. This also applies to alcohol consumption when representing JCLS in a business or social capacity.
5. You are expected to maintain the confidentiality of organization information or customer information in your possession (i.e., personnel information, trade secrets, etc.).
6. You are expected to wear clothing that is neat in appearance and consistent with a professional atmosphere, keeping in mind the impression it has on patrons, visitors, and other employees as well as the need to promote organization and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what dress is appropriate. Please refer to the Dress Code in this handbook for more detailed information.

This information regarding our behavioral expectations should help guide employee actions. You are urged to use reasonable judgment and to seek advice in doubtful or unclear situations. It is our policy to resolve conduct and performance problems in the most informal and positive manner possible; however, conduct which falls outside of the above guidelines will result in corrective action, up to and including termination.

We also believe that all of our employees should have an opportunity to be heard in matters involving discipline; therefore, we have adopted a formal Conflict Resolution Procedure, which can be found in this Handbook.

## PARKING

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Designated parking is available at each branch location. Your supervisor will inform you where employees are allowed to park. Special parking will be available to employees with disabilities if they require it. Parking locations and availability may vary based on branch location.

# EMPLOYMENT

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# EMPLOYMENT CLASSIFICATIONS

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Employee status is categorized to make distinctions in employment-related conditions and to aid in a better understanding of employment relationships within the organization. Employees may be considered probationary, regular full-time or part-time, temporary, or on-call as described below:

## PROBATIONARY

Newly hired or promoted employees within the probationary period of 90 days.

## REGULAR FULL-TIME

An employee who is regularly scheduled to work 30 hours or more per week. Classification is eligible for benefits.

## REGULAR PART-TIME

An employee who is regularly scheduled to work less than 30 hours per week. This classification is eligible for benefits if the regular work hours are 20 hours or more per week, on a pro-rated basis.

## TEMPORARY

An employee who is hired for a specified period of time, usually no more than six (6) months. This classification is typically not eligible for benefits, except for those mandated by law.

## ON-CALL

An employee who does not have a set schedule and works only when called upon.

## FSLA STATUS

Employees are further classified according to federal and state wage and hour laws as exempt or non-exempt, as defined below. Management will make the appropriate designation regarding the status for each new position or when a position changes substantially. If you are uncertain as to your status, ask your direct supervisor.

### EXEMPT

An employee who is exempt from the overtime pay and minimum wage requirements under federal and state laws. Exempt employees include managers, executives, supervisors, professional staff, outside sales representatives, owners, and others who are generally paid a salary and whose duties and responsibilities allow them to be exempt under federal and state law.

### NON-EXEMPT

An employee who is paid an hourly wage and whose job generally calls for the payment of minimum wage and overtime as specified under state or federal law.

# PROMOTIONS AND TRANSFERS

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If you are promoted or transferred to a new position, you must also complete a probationary period of 90 days to determine the suitability of the placement and your ability to satisfactorily perform the required work. If it is determined that the job change is not working during this period, you will be returned to your original job if a vacancy exists. Otherwise, you will be assigned to any other vacant job we deem suitable. If no such job is vacant,

your employment may be terminated. If you are placed in a job other than your original job, the pay and benefits may be adjusted.

## RE-EMPLOYMENT

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Employees who resign from the organization in good standing may be eligible for re-employment consideration. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. Previous performance with the organization will be evaluated if the reference check phase is reached. We are not obligated to rehire former employees.

## CREDIT FOR PRIOR SENIORITY

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Employees who are rehired by JCLS will receive credit for prior time worked as follows:

- Employees who were separated because of a reduction in workforce will receive credit for prior time worked for the purposes of benefit eligibility if they are re-employed within one (1) year after the separation date.

Rehires shall be considered new employees, except where federal or state law requires otherwise.

## EMPLOYMENT AND SUPERVISION OF FAMILY MEMBERS (NEPOTISM)

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Persons related to each other may be employed at JCLS in the same department or branch within the limitations set forth in this policy. Employment of an individual must be based on their qualifications, experience, training and merits. Hiring managers must determine that individuals meet qualifications and are suitable for hire at JCLS.

An employee of JCLS may not supervise, hire, or appoint their family member, or a family member of the employee's supervisor. In addition, an employee may not supervise or participate in the processes of review and decision-making on matters concerning retention, promotion, salary, termination, conflict resolution or discipline of the employee's family members.

A family member is defined as: a person who is a spouse, former spouse, domestic partner, child, stepchild, grandchild, parent, stepparent, grandparent, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, or sister-in-law, aunt, uncle, including adoptive relationships, any other blood relation, or anyone living in the same household.

This policy applies to all appointments (including transfers) made after the effective date of this policy.

Exceptions to this policy will be granted only in cases where the Human Resources Manager determines the exception to be in the best interest of JCLS.

# DATING POLICY

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JCLS believes in a professional workplace that fosters respect, integrity, and impartial treatment of all employees. JCLS is dependent on the public's trust, so we are dedicated to preserving that trust. This trust is put at risk when employees engage in romantic, sexual, or dating relationships that involve persons of unequal power. Such relationships pose potential conflicts of interest and may undermine the real or perceived integrity of the parties involved. This applies to all employees, but it is particularly true for relationships between supervisors and subordinates within the same chain of supervision. Such relationships may give rise to impropriety, or the appearance of impropriety, including, but not limited to, sexual harassment, the appearance of favoritism, or reduced collaboration and productivity in the work place.

## CONSENSUAL RELATIONSHIP

A consensual relationship means an intimate, romantic or sexual relationship where both parties are willing participants, including, but not limited to, individuals who are dating, cohabitating, or are domestic partners, or one with whom an employee is sharing or has shared an intimate relationship, residence, or finances within the preceding twelve (12) months. All of these terms are intended to be interpreted broadly.

## CHAIN OF SUPERVISION

A chain of supervision is where a supervisor has disciplinary authority over the employee, from the direct supervisor all the way to the Library Director.

## POLICY

- No supervisor shall be in or enter into a consensual relationship with an employee within their chain of supervision.
- JCLS recognizes that adults are free to conduct consenting relationships. However, JCLS requires that consensual relationships between employees must avoid any real or perceived conflicts of interest.
- Employees who engage in consensual relationships with other employees may become the target of complaints of bias or unfairness if any member of the organization perceives that a conflict of interest has developed because of a consensual relationship. JCLS is obligated to investigate these complaints and act on its findings.

Consensual relationships between two employees in different departments or branches for whom no inherent power differential exists are not subject to this policy.

## PERSONAL RESOLUTION WITH AN INHERENT POWER DIFFERENTIAL

It is expected that an employee who is involved in a consensual relationship with another employee with whom there is an inherent power differential will take personal responsibility for eliminating the conflict of interest by discontinuing the relationship or eliminating the conflict.

## RETALIATION

It is a violation of this policy to retaliate against any individuals who seek advice or take action concerning this policy or to retaliate in any manner against individuals who assist in investigations under this policy. Persons who engage in retaliation are subject to discipline up to and including termination of employment.

## RECRUITMENT AND TRANSFERS

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It is our goal to fill employment vacancies with the most qualified applicants, whether recruiting internally, externally, or in utilizing both options. JCLS provides equal employment opportunities to all employees and applicants for employment, and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, marital status, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation and training.

We will always try to select the most qualified person for each available job, giving consideration to existing employees over outside applicants when possible. External recruiting may be initiated concurrently with the internal posting process, but no hiring commitment or decision will be made until the position has been posted internally for a minimum of five (5) working days. JCLS reserves the right to deviate from this policy as it deems appropriate.

Internal transfers are allowed and are approved by the Library Director on a case-by-case basis. A transfer can be within the same job classification, or from a current to a lower job classification. If an employee is approved to move to a lower job classification, their pay will be adjusted according to the applicable salary range. In order to be eligible to transfer to a different classification, you must have completed a minimum of 6 months tenure in your current position, have completed your initial probationary period, and may not be under any current corrective action.

Former employees and relatives of current employees will be considered for employment in the same manner as other applicants.

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job classification, schedule, shift, or department. Depending upon the circumstances, you may be subject to a wage adjustment while performing such work. We may also reassign employees on a long-term basis, whose placements are determined to be ill-suited to their individual skills, and transfer any employee who has an illness or disability that requires modified duty without posting the position.

## EQUAL EMPLOYMENT OPPORTUNITY

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JCLS provides equal employment opportunities to all employees and applicants for employment, and prohibits discrimination and harassment, of any type, without regard to race, color, religion, age, sex, national origin, marital status, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation, and training.

The organization employs affirmative personnel measures to ensure the achievement of equal employment opportunities in all aspects of employment, and the work environment. These policies of nondiscrimination will prevail throughout every aspect of the employment relationship, including recruitment, selection, compensation, promotion, transfer, layoff, termination, training, and conflict resolution.

In keeping with our philosophy and applicable laws, our advertising and recruiting materials will contain the following statement to encourage a diverse pool of qualified applicants to apply: "Equal Opportunity Employer." Our policy as an equal opportunity employer, is to employ those legally entitled to work in the United States without regard to citizenship status, ethnic background, or national origin. However, in conformity with the relevant immigration statutes and regulations, our policy is to hire only those who are eligible to work in the United States. Verification documentation is required of all new hires.

All employees in the organization are responsible for following and carrying out this policy according to the spirit and intent of our equal employment commitment. Management provides and supports a conflict resolution procedure for complaints alleging discrimination. Employees are expected to bring any questions, issues, or complaints to Management's attention. If you believe you have been harassed, or if you witness or suspect any violation of this policy, you should report the matter immediately to the Human Resources Manager. We will not retaliate against you for filing a complaint, or cooperating in an investigation, and we will not tolerate or permit retaliation by employees of JCLS.

## AMERICANS WITH DISABILITIES ACT

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The Americans with Disabilities Act (ADA), amended by the ADA Amendments Act of 2008, is a comprehensive federal civil rights law that specifically protects individuals with physical and mental disabilities from discrimination in the workplace.

Individuals are protected under the ADA if any of the following conditions exist:

- They currently have a physical or mental condition that significantly restricts their ability to normally conduct a major life function (walking, seeing, hearing, breathing, bodily functions, etc.);
- They have a history of such impairment; or,
- They are regarded as having such impairment.

The ADA also prohibits discrimination on the basis of an individual's relationship to someone (parent, sibling, child, spouse, friend, etc.) with a disability.

JCLS offers equal employment opportunities to qualified individuals who may have a physical or mental disability, but are still able to perform essential job functions with reasonable accommodations. Essential functions are defined as the fundamental non-marginal duties of the position being held or sought. A job function is essential if the position exists for the performance of the function, there are only a limited number of employees available to perform it, or it is so highly specialized that an expert is required to perform it.

Reasonable accommodations are available to employees and applicants, as long as the requested accommodations don't cause an undue hardship on the organization. Individuals protected by the ADA/ADAAA should discuss their needs for possible accommodation with the Human Resources Department, who will determine if the accommodation can be made.

## HARASSMENT

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JCLS will not tolerate conduct by any employee that harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile work environment. All forms of harassment are



prohibited. It is the goal of JCLS to maintain a working environment free from all forms of harassment, whether based upon race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other legally protected characteristic or status. Retaliation associated with a complaint of harassment is also prohibited.

Behavior such as telling ethnic jokes; making religious slurs; using offensive slang or other derogatory terms regarding a person's race, sexual orientation, age, sex, national origin, or disability; or mimicking one's speech, accent, or disability are examples of prohibited conduct and will not be tolerated. Harassing individuals by making derogatory comments regarding protected status or characteristics is strictly prohibited, as well as using any other words or conduct that might create a hostile or offensive work environment.

A person commits harassment if the person intentionally:

- Harasses or annoys another person by:
  - Subjecting such other person to offensive physical contact;
  - Publicly insulting such other person by abusive words or gestures; or
  - Distributing a visual recording, as defined in ORS 163.665 (Definitions), of the other person engaged in sexually explicit conduct, as defined in ORS 163.665 (Definitions), or in a state of nudity, as defined in ORS 163.700 (Invasion of personal privacy in the second degree), when the other person is under 18 years of age at the time of recording.

Sexual harassment is a form of harassment that is prohibited. Conduct is considered to be sexual harassment if:

- Submission to the conduct is in any way deemed to be a term or condition of employment;
- Submission to or rejection of the conduct is used as a basis for employment-related decisions; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes, or innuendoes; nude, profane, or obscene cartoons, drawings, or photographs; whistling; staring; and inappropriate touching are not tolerated at JCLS. Cell phone use, including text messages and other similar electronic communications, can also be considered harassing behavior.

Each manager/supervisor has a responsibility to maintain a workplace free of any form of sexual harassment. No manager/supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Sexual harassment in the workplace, whether by managers/supervisors, non-managerial employees, or outside individuals (vendors, customers, etc.) is prohibited.

While harassment due to a person's protected class is prohibited, so is inappropriate behavior, such as incivility, due to personality clashes or issues. The focus for JCLS is on customer service, productivity, and the ability for each employee to flourish. This makes it essential that our employees treat each other and those with whom they come into contact with courtesy, respect, and professionalism.

The definition of bullying is *"repeated or one-time behavior, which is inappropriate and which may be verbal, non-verbal, or physical; either direct or indirect; conducted by one or more persons toward a victim(s); and which generally occurs at work and in the course of employment but may also apply to off-site behavior exhibited by employees that negatively impacts the working relationship."* Such behavior, whether exhibited between co-workers, management and staff, vendors/customers, another outside party, or a member of the public, violates

our policy on how others should be treated while at the workplace or engaged in organizational operations. This policy also applies to off-site behavior exhibited by employees that negatively impacts the working relationship.

Verbal bullying can include slandering, ridiculing, or maligning a person; persistent name calling that is hurtful, insulting, or humiliating; using a person as a butt of jokes; or abusive and offensive remarks. Physical bullying can include the obvious, such as pushing or shoving or a threat of physical assault, as well as damage to a person's work area, personal possessions, or property. Other examples of emotional bullying include threatening gestures or glances, which can convey the same message, and excluding someone socially at work.

Any JCLS employee who has experienced bullying should immediately report the behavior to their supervisor or the Human Resources Manager. All reports will be investigated and addressed. Making false/baseless or malicious complaints of bullying will be regarded as a serious offense, which may also lead to corrective action, up to and including termination. Employees found to be in violation of this policy will be subject to corrective action, up to and including termination.

This policy explicitly applies to conduct in the workplace, at social functions sponsored by the organization (holiday dinners, picnics, sporting events, etc.), and at business functions (conventions, trade shows, etc.). This policy applies to any conduct, as described above, which impacts the organization or work environment, regardless of where it occurs.

Management provides and supports a conflict resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. As an employee of JCLS, you have the responsibility to immediately report any actions or words from a supervisor, co-worker, vendor, library patron, or other individual, which you find to be harassing. The organization will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by management, co-workers, or non-employees such as clients, vendors, or contractors.

## REPORTING HARASSMENT

If you believe that you have been harassed, have witnessed harassment, or suspect any violation of our harassment policy, you must immediately report the matter to your direct supervisor or the Human Resources Manager who are responsible for ensuring that all complaints are promptly and thoroughly investigated without prejudice or retaliation. The investigation will be conducted promptly, but no specific timeframe can be guaranteed because each situation is likely to be different, and individuals may have varying schedules. Every effort will be made to complete the investigation within two weeks. In all cases, you will be notified of the outcome of the investigation. (See the section in this Handbook on Conflict Resolution for information on the appeal process.)

## CONFLICT RESOLUTION

Employee disputes are best resolved informally directly between an employee and the supervisor. Conflicts can exist between two employees as well. JCLS recognizes that there are situations when a formal process may be beneficial and additional perspectives may be needed to review a conflict.

Successful resolution of a conflict requires an open and honest exchange of information, a willingness to see a situation from a different perspective, an appreciation for the challenges and expectations of the jobs of both employees and managers, appropriate use of flexibility and an understanding of the business needs of the organization.

The goal of conflict resolution is to provide an opportunity to exchange and review information and work through a process where an agreed upon resolution is found. Human Resources will have the opportunity to facilitate a conversation with the employee and the supervisor. There may be circumstances where Human Resources is able to assist the employee and manager in finding a resolution, before additional levels of management are involved.

## ELIGIBILITY AND USE OF CONFLICT RESOLUTION PROCESS

All employees (except temporary) who have completed their initial probationary period are eligible to use the Conflict Resolution Process. It may be used to appeal actions involving formal disciplinary written warning, final warnings, suspensions and termination of employment. The process may not be used to challenge verbal disciplinary warnings, coaching actions, performance feedback or performance review related concerns. Participants who are disruptive of the process (e.g., using threatening behavior) or refuse to abide by the guidelines established in the policy, will forfeit their opportunity to participate. Failure of the employee or the organization to meet the time limits established for a response, will result in an understanding that the conflict will be considered resolved and the Conflict Resolution Process will be terminated. Time limits may be extended by mutual agreement.

## PROCESS BETWEEN SUPERVISOR AND EMPLOYEE

### Step 1- Discussion with Supervisor

1. Initially, employees should bring their concerns or complaints to their immediate supervisor. If the complaint involves the employee's supervisor, the employee should schedule an appointment with the supervisor to discuss the problem that gave rise to the complaint within seven working days of the date the incident occurred.
2. The immediate supervisor will respond in writing to the complaint within seven days of the meeting being held with the employee.

### Step 2- Written Complaint and Decision

1. If the discussion with the immediate supervisor does not resolve the problem, or if the supervisor does not respond to the complaint, the employee may submit a written complaint to the Human Resources Department.
  - a. The submission of the written complaint is due within seven working days of the response from the supervisor. The complaint should include:
    - i. The problem and the date when the incident occurred.
    - ii. Suggestions on ways to resolve the problem.
    - iii. A copy of the immediate supervisor's written response or a summary of his or her verbal response and the date when the employee met with the immediate supervisor. If the supervisor provided no response, the complaint should state this.
2. The Human Resources Manager may call a meeting with the parties directly involved to facilitate a resolution or refer complaints to a review committee if the Human Resources Manager believes that the complaint raises serious questions of fact or interpretation of policy. The Human Resources Manager may gather further information from involved parties.

### Step 3- Appeal of Decision

1. If the employee is dissatisfied with the decision of the Human Resources Manager, the employee may, within seven working days, appeal this decision in writing to the Library Director.
2. The Library Director would meet with the Human Resources Manager and review all information related to the complaint. The Library Director would then meet with the parties involved, if necessary, and a final written decision will be issued within 14 days.

## PROCESS BETWEEN EMPLOYEE AND EMPLOYEE

### Step 1- Discussion with Employee

1. Initially, employees should bring their concerns or complaints to the employee they have the conflict with.
2. The immediate supervisor of the employees will be made aware of the conflict.
3. The immediate supervisor, or supervisors, if the employees are in two separate departments, shall schedule a meeting for the employees to meet and discuss the conflict.

### Step 2- Written Complaint and Decision

1. If the discussion with the employees does not resolve the problem, or if the employee the conflict is with does not respond to the meeting request, the employee may submit a written complaint to Human Resources Department.
  - a. The submission of the written complaint is due within seven working days of the response from the involved employee. The complaint should include:
    - i. The problem and the date when the incident occurred.
    - ii. Suggestions on ways to resolve the problem.
    - iii. A copy of the immediate supervisor's written response or a summary of his or her verbal response and the date when the employees met with the immediate supervisor(s). If the supervisor provided no response, the complaint should state this.
2. The Human Resources Manager may call a meeting with the parties directly involved to facilitate a resolution or refer complaints to a review committee if the Human Resources Manager believes that the complaint raises serious questions of fact or interpretation of policy. The Human Resources Manager may gather further information from involved parties.

### Step 3- Appeal of Decision

1. If the employee is dissatisfied with the decision of the Human Resources Manager, the employee may, within seven working days, appeal this decision in writing to the Library Director.
2. The Library Director would meet with the Human Resources Manager and review all information related to the complaint. The Library Director would then meet with the parties involved, if necessary, and a final written decision will be issued within 14 days.

## ADDITIONAL GUIDANCE

If an employee fails to appeal from one level to the next level of this procedure within the time limits set forth above, the problem should be considered settled on the basis of the last decision, and the problem should not be subject to further consideration.

Because problems are best resolved on an individual basis, the conflict resolution process may be initiated only by individual employees and not by groups of employees. All complaints must be made in good faith.

JCLS reserves the right to impose appropriate disciplinary action for any conduct it considers to be disruptive or inappropriate. The circumstances of each situation may differ, and the level of disciplinary action may also vary, depending on factors such as the nature of the offense, whether it is repeated, the employee's work record and the impact of the conduct on the organization.

No JCLS employee will be subject to retaliation for filing a complaint under this policy.

# RECORD KEEPING

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## ACCESS TO PERSONNEL FILES

JCLS maintains a personnel record for each employee, and access to those records is restricted to authorized persons only. The records contain applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to employment. Authorized persons are individuals in a direct line of supervision over the employee to whom the file applies or any management representative involved in a pending personnel action.

Your personnel file is available for review (except for any references and other material exempt from disclosure under state law) by making advance arrangements with Human Resources. As required by law, we will also provide you with a copy of your personnel file upon request.

## CHANGE IN PERSONNEL DATA

Keeping your personnel records current can be important to you with regard to pay, payroll deductions, benefits, and other matters. If you have changes in any of the following items of information, please notify Human Resources as soon as possible:

- Name
- Marital status
- Address
- Telephone number
- Dependents
- Beneficiaries
- Emergency contact
- Job-related physical or other limitations that impact employment
- Other information having a bearing on your employment

A Change in Personnel Data form is available for your use in reporting any changes in your personal information.

# PERFORMANCE MANAGEMENT AND REVIEW

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To establish a meaningful performance evaluation system upon which JCLS can continuously monitor the effectiveness of organizational operations and employee performance, all employees will receive a formal performance evaluation annually.

The objectives of the performance management and formal appraisal process are to:

- Ensure that employees know how their individual performance compares with established performance standards;
- Determine how well the organization is doing in assisting employees with work performance and meeting goals;
- Ensure communication and two-way feedback;
- Create goals and measure performance based on those goals;
- Provide a consistent, objective, and fair method of making compensation decisions;
- Provide a tool for career planning; and,
- Provide a permanent record of employee performance and organizational contributions.

Managers and supervisory personnel are accountable for providing employee development actions designed to improve and enhance employee performance such as:

- Reasonable employee training;
- Assigning, directing, controlling, and reviewing employee work;
- Assisting employees in correcting deficiencies; and,
- Objectively evaluating employee performance during the evaluation period.

Our performance appraisal program is intended to be participatory and equally involves both your input and your supervisor's. This allows you to contribute to the growth and improvement of the organization. You are encouraged to:

- Inquire about your performance periodically;
- Accept additional responsibilities and show initiative;
- Review opportunities for advancement within the organization;
- Ask for assistance in developing a goal-oriented path for advancement within the department or organization; and,
- Learn about training available to assist you in improving your skills or qualify you for a promotion or lateral transfer.

Performance evaluations serve as one factor in decisions related to employment such as training, merit pay increases, job assignments, employee development, promotions, and retention. Evaluations identify specific performance levels as compared to established standards, acknowledge the merit of outstanding performance, and prescribe the means and methods of improving performance deficiencies.

## PROBATIONARY EMPLOYEE REVIEW PROCESS

Performance evaluations are to be completed for probationary employees (employees in the first 90 days of employment) prior to the 91<sup>st</sup> day of employment. Supervisors will meet with employees and using the Performance Review Form, will talk about strengths, weaknesses and goals. If there are any areas of improvement needed, a copy of the evaluation will be sent to the Human Resources Manager prior to the supervisor's meeting with the employee. Once the evaluation form has been completed and the supervisor meets with the employee to go over the evaluation, both the supervisor and the employee will sign the form. An original copy of the employee evaluation will go to Human Resources and will be placed in the employee's personnel file.

## REGULAR EMPLOYEE REVIEW PROCESS

For regular employees, those who have passed their probationary period, performance evaluations will be completed on an annual basis during the month of April. Supervisors will be responsible for using the Employee Evaluation Form and outlining strengths, weaknesses and goals. The supervisor will meet with the employee and go over the completed form. If there are any areas of improvement needed, the supervisor will work with the Human Resources Manager prior to meeting with the employee. A signed original copy of the employee evaluation will go to Human Resources and will be placed in the employee's personnel file.

## PERFORMANCE IMPROVEMENT PLAN

If an employee received a performance review with areas of improvement needed, a Performance Improvement Plan (PIP) will be administered. A PIP can also be used at any other time throughout the year for an employee that needs to improve performance. A PIP is a tool that outlines specific steps for an employee to take to improve performance. It also will have set goals for the employee to work towards. The employee's supervisor, with the assistance and support of the Human Resources Department, will create the PIP. A PIP typically lasts 30, 60 or 90 days, whichever is a reasonable time to address the specific issue.

If the goals have not been met when the PIP expires, the next step will be corrective action.

## CORRECTIVE ACTION

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If a Performance Improvement Plan has expired and there is no improvement, or if the goals of the PIP have not been met, then a corrective action process will begin. Some actions by staff will trigger the corrective action process without first going through a PIP (attendance issues; egregious violations of company policy, etc.).

Although one or more corrective action measures may be taken in connection with a particular performance problem, no formal order will be followed. Corrective action may include any of a variety of actions depending on the circumstances and severity of the particular situation.

Corrective actions taken at the discretion of management and the Human Resources Manager may include any of the following:

- Verbal counseling with you, which will be confirmed in writing by your supervisor and placed in your personnel file.
- Written warning, which will be placed in your personnel file.
- Suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an employee from the organization's premises during an investigation or as a disciplinary action. A suspension may be paid or unpaid. If you are suspended, it will be documented in your personnel file.
- Termination, which will be documented in your personnel file.

Some acts, particularly those that are intentional or serious, warrant more severe action following the first or a subsequent offense. Consideration will be given to the seriousness of the offense, any change in behavior, and the circumstances surrounding the offense.

## HOURS OF WORK AND WORK SCHEDULES

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### ORGANIZATION HOURS

The general office hours, for JCLS Administration Staff only, are 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours will vary based on the branch location where an employee is assigned to work.

Specific workday and workweek schedules for each employee will be determined from time-to-time by the appropriate manager based on the organization's needs. We will attempt to notify you of any changes in workdays or workweek schedules two weeks prior to the effective date of change. Management reserves the right to modify schedules consistent with the needs of the organization.

The normal workday is 8 hours. The total hours in a normal workweek are 40, Monday through Sunday. If you are a non-exempt employee, you should not begin work before your normal starting time or continue working beyond the normal quitting time without explicit advance approval from your supervisor.

## OVERTIME

You may occasionally be required to work overtime. Overtime hours will be paid to non-exempt employees at one and one-half times (1.5) the regular rate of pay for all hours worked in excess of 40 hours in a regular workweek, or as otherwise required by state and federal laws. Paid time off will not be considered when computing overtime. Your department supervisor must approve any overtime hours in advance or else you may face corrective action, up to, and including termination.

## COMPENSATORY TIME

Employees are eligible for compensatory time. Non-exempt employees may elect to take compensatory time in lieu of overtime, with prior approval of their supervisor, and may accumulate up to a maximum of 24 hours. If an employee has compensatory time due, this time will be paid out on the final check if the employee separates from JCLS for any reason. Compensatory time must be used within the same pay period.

## MEAL AND REST PERIODS

Meal and rest periods will be provided for you according to applicable state regulations. Supervisors will review these and establish schedules. Non-exempt employees are not permitted to work through a meal period unless approval from a supervisor (in an emergency situation) is obtained before the scheduled meal break. In these situations, the meal period will be paid time.

Unless an employee is exempt, Oregon law requires employers to provide meal and rest periods to employees.  
**ORS 653.020**

The typical employee whose work period is eight hours long is entitled to receive at least one 30-minute unpaid meal period and two paid ten-minute rest breaks. Different provisions apply to minor employees under the age of 18. Please contact the Human Resources Department for more information. Non-exempt employees who work 6 hours or more are required to be provided with meal periods of not less than 30 minutes. No meal period is required if the work period is less than 6 hours.

Oregon law requires an employer-paid rest period of not less than 10 minutes for every segment of four hours or major part thereof. This time must be taken in addition to and separately from required meal periods. The rest period should be taken as close to the middle of the work segment as possible.

***Numbers of Meal and Rest Periods Required Based on Length of Work Period***

<b>Length of Work Period</b>	<b>Number of Rest Breaks Required</b>	<b>Number of Meal Periods Required</b>
2 hours or less	0	0
2 hours 1 min - 5 hours 59 min	1	0
6 hours	1	1
6 hours 1 min - 10 hours	2	1
10 hours 1 min - 13 hours 59 min	3	1
14 hours	3	2



## LACTATION

JCLS promotes and supports the practice and need for employees to express breast milk on its premises upon their return to work.

Until their babies are 18 months old, employees may take reasonable rest periods to express breast milk as needed. Nursing breaks may be taken concurrently with regular meal and rest breaks, although additional reasonable break time will be made available, as required. Management and employees should work together to find mutually agreeable hours of work and breaks which support the continuation of expressing breast milk.

If an employee perceives or observes adverse treatment with respect to the expression of breast milk, a supervisor/manager should be informed immediately.

JCLS will provide a private space with an electrical outlet, within the office building, to express breast milk. This space may vary according to available empty rooms. Check with the Human Resources Manager. Hand washing facilities and a refrigerator will also be available at all sites and appropriate signage for privacy will be supplied.

Employees will be responsible for the storage of the expressed milk. The milk, if stored in the refrigerator provided, must be clearly labeled with the employee's name. To ensure the safety of stored breast milk, it is recommended that the container used to store the milk be sealed in a plastic bag to prevent contamination.

## SOCIAL AND RECREATIONAL ACTIVITIES

Participation in off-duty social or recreational activities such as organization picnics and holiday parties is entirely voluntary. Participation or nonparticipation will not affect your wages, hours, working conditions, or present or future employment opportunities.

## INCLEMENT WEATHER AND EMERGENCY CLOSURES

Emergencies such as severe weather, fires, power failures, earthquakes, and other natural disasters can disrupt organizational operations. Infectious disease outbreaks could also trigger an emergency. In extreme cases, these circumstances may require the closing of the District.

In the event that JCLS makes the decision to close the office prior to the start of the business day, the closure will be announced via an organization-wide email from the Library Director or Human Resources Manager. A closure message will also be recorded on JCLS's general voice message line. It is the responsibility of each employee to check e-mail and call the voice message line (or other point of contact) for an update, if there is any doubt regarding office operations. The Administration Team at JCLS will keep a phone tree up-to-date for such emergencies.

If a decision is made to close the office after the business day has already begun, the closure message will also be announced via email (or other method).

Dependent upon the nature and duration of emergency closure, and at the direction of the Board of Directors, exempt employees will be paid for all absences, full day or partial day.

When Administration decides to close any branch library in response to an emergency, staff will be paid for their regularly scheduled hours during the time the library is closed. If staff chooses to leave work early or does not report to work when the library is open, they will not be paid but may, with supervisory approval, use available vacation hours.

Extended closures may require additional Board action and guidance.

## TELEWORKING

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Teleworking allows employees to work at home, on the road, or in a satellite location for all or part of their workweek. JCLS considers teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Teleworking may be appropriate for some employees and jobs but not for others. Teleworking is not an entitlement; it is not a companywide benefit; and it in no way changes the terms and conditions of employment with JCLS.

Teleworking can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest teleworking as a possible work arrangement.

Any teleworking arrangement made will be on a trial basis and may be discontinued at will and at any time at the request of either the telecommuter or JCLS. Every effort will be made to provide thirty (30) days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of a teleworking arrangement. There may be instances, however, when no notice is possible.

## ELIGIBILITY

Individuals requesting formal teleworking arrangements must be employed with JCLS for a minimum of 90 days of continuous, regular employment and must have a satisfactory performance record. Exceptions to this rule may be made by the Library Director.

Before entering into any teleworking agreement, the employee and manager, with the assistance of the Human Resources Department, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities. The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a teleworking arrangement.
- Equipment needs, workspace design considerations, and scheduling issues. The employee and manager will review the physical workspace needs, such as equipment needed for the telework.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and manager agree, and the Human Resources Manager concurs, a draft teleworking agreement will be prepared and signed by all parties.

Evaluation of telecommuter performance will include regular interaction by phone and email between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems. At the end of a three-week trial period, the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

## EQUIPMENT

On a case-by-case basis, JCLS will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs for each teleworking arrangement. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. JCLS accepts no responsibility for damage or repairs to employee-owned equipment. JCLS reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all JCLS property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all company property will be returned to the company, unless other arrangements have been made.

JCLS will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The employee will establish an appropriate work environment within his or her home for work purposes. JCLS will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

## SECURITY

Consistent with the organization's expectations of information security for employees working at the office, teleworking employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

## SAFETY

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Teleworking employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Teleworking is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of teleworking with family members prior to entering a trial period.

## TIME WORKED

Teleworking employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using JCLS's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the teleworking agreement.

## AD HOC ARRANGEMENTS

Temporary teleworking arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of

ongoing continuance. Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal teleworking arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

## HEALTH AND SAFETY

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JCLS is committed to providing our employees with a safe and healthful work environment. To accomplish this goal, both management and employees must make diligent efforts to promote safety within applicable laws and standards.

We develop and implement safety rules and regulations through our managers and supervisors. This process is ongoing and requires periodic safety audits. Safety audits are undertaken to determine the necessity and feasibility of providing devices or safeguards to make the workplace safe and healthful. We also educate employees about workplace hazards and the proper and safe methods to use in performing job tasks.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing, shoes, and equipment, attending all training sessions offered, and following directions of warning signs, signals, and supervisory personnel.

While we respect personal taste in clothing, jewelry, and body modification, when any of these areas have the potential to make an employee more vulnerable to injury, we reserve the right to prohibit the attire or behavior or ask the employee to take some steps for safety.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. If at any time there is a serious injury, please call 911. Failure to report an injury or illness may preclude or delay the payment of any benefits to you and could subject JCLS to fines and penalties. No one will be retaliated against for filing a workers' compensation claim in good faith.

Safety rules and regulations will be issued or modified from time-to-time and will be effective immediately upon communication. Rules and regulations will be distributed to you and posted on the employee bulletin board.

If an injury occurs you are required to:

1. Take remedial first aid actions; seek emergency care and call 911 if necessary.
2. Report the injury as soon as possible.
3. Fill out the accident and injury report form and workers' compensation form.
4. Provide your supervisor with a medical release from a doctor, if applicable.
5. Review the incident with our Human Resources Manager.

## EARLY RETURN-TO-WORK PROGRAM

Our Return-to-Work program provides guidelines for returning you to work as early as possible after you have suffered an on-the-job-injury. The program is not intended to be a substitute for a reasonable accommodation when an injured employee also qualifies as an individual with a disability.

The Return-to-Work program consists of a team effort by supervisors, injured employees and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning injured employees to productive work. Through this team effort, we hope to help our employees recover and return to full employment as soon as their medical condition permits.

If you are injured on the job and your doctor determines that you are able to perform modified work, the organization will attempt to provide such a job until you are able to resume your regular duties, except where provided as an accommodation for a permanent disability. All modified work is temporary and may be offered at any location or on any shift. If you are offered a modified position that has been medically approved, failure to report at the designated time and place may affect time loss compensation.

## SMOKING IN THE WORKPLACE

JCLS is a non-smoking facility. This includes the use of electronic cigarettes and vaping devices. Places outside the buildings may be designated as smoking areas; smoking is limited to these areas. Please do not smoke or vape within 25 feet of any entrance, exit, window, or air intake device, in accordance with Oregon state law and library policy. If any employee has a concern about the areas designated, that individual should speak with the appropriate supervisor.

## EMPLOYEE RIGHT TO KNOW/HAZARD COMMUNICATION PROGRAM

JCLS provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information, you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not delay in asking your supervisor.

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

## CONTAINER LABELING

The Facilities Coordinator will verify that all containers received for use will:

- Be clearly labeled as to the contents with a product identifier.
- Note the appropriate hazard warning with a precautionary statement, pictogram, hazard statement, and supplemental information.
- List the manufacturer/supplier name, address, and emergency phone number.

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each section will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks. For help with labeling, see the Facilities Coordinator.

## SAFETY DATA SHEETS (SDS)

Copies of safety data sheets for all hazardous chemicals that employees of this organization may be exposed to will be kept in the Business Office. Safety data sheets will be available to all employees in their work areas for review during each work shift. Never use a chemical or associated machinery if its safety data sheet is not available; you should immediately contact the Facilities Coordinator before using the chemical or the machine containing the chemical.

## EMPLOYEE INFORMATION AND TRAINING

Before starting work, you will view a health and safety orientation and receive information and training about the following:

- An overview of the requirements contained in the Globally Harmonized Hazard Communication System;
- Chemicals present in your workplace operations;
- Location and availability of our written hazard communication program;
- Physical and health effects of the hazardous chemicals;
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area; and,
- How to reduce or prevent exposure to these hazardous chemicals through the use of control/work practices and personal protective equipment.

After attending the training class, you will sign a form to verify that you attended, received our written materials, and understand our policies on hazard communication. This form will be placed in your personnel file.

Prior to a new hazardous chemical being introduced into any section of this organization, each employee of that section will be given information as outlined above. The Facilities Coordinator is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

## SEPARATION OF EMPLOYMENT

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Separation of employment with JCLS occurs when you voluntarily resign, are laid off, or are terminated by the organization.

### RESIGNATION

Employment with us is “at-will,” which means you are free to resign at any time, with or without cause or notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of your resignation at least 10 working days before the intended date of departure.

### JOB ABANDONMENT

To maintain a safe and productive work environment, employees are expected to be reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. If an employee fails to call in or show up for work, job abandonment and voluntary resignation will be assumed after the third day of absence.

### JOB ELIMINATION, REDUCTION IN HOURS

Our desire is to avoid circumstances that require a reduction in hours or staff, but we also recognize that situations may arise where such reductions are necessary. Depending upon the circumstances, we may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, reducing the workforce, or reducing expenses by other means. Among the factors we may consider in selecting employees for any reduced hours or reduction in force are:

- Your department, location, or job;

- Your job knowledge, skills, and ability to do the required work;
- Your performance, attendance, and safety and corrective action history and records;
- Your possession of licenses, registrations, and certifications required by the job;
- Your creativity and teamwork skills, if required for the job;
- Your demonstrated willingness to go the extra mile for the organization, co-workers, and customers; and,
- The efficiency of our operation.

Evaluation of these factors is at our discretion. When we conclude that all the factors are substantially equal, we will reduce the hours of or lay off the employee with the shortest term of service. An immediate supervisor/manager and the Human Resources Manager will personally notify employees of a layoff. After explaining the layoff procedure, you will be given a letter describing the conditions of the layoff, such as the effects on benefits, the possibility of reemployment, procedures, and any outplacement services.

## TERMINATION

Our philosophy and general practice is to provide employees who have completed the initial probationary period of employment with an opportunity to correct minor performance and conduct problems before the termination process is implemented.

The organization has a corrective action policy found in this Handbook that describes action management may take, at its discretion, to correct performance infractions prior to discharging employees. The decision to terminate employees is based not only on the seriousness of the current performance infraction, but also on the individual's overall performance record and length of service.

We believe that our employees should be given an opportunity to be heard in matters involving corrective action, including termination, and we have provided a formal conflict resolution procedure found in this Handbook for that purpose. You are encouraged to use this procedure to resolve any issues you may have that cannot be resolved by consulting with your supervisor.

## EXIT INTERVIEW

An exit interview may be arranged with the Human Resources Department to give you an opportunity to address unresolved issues before leaving the organization. It also allows us to solicit your opinions about our organization and any suggestions you may have for its improvement. We encourage all employees invited to participate in an exit interview when they separate from employment to do so, and we value all opinions and suggestions we receive in the process.

At the exit interview session, you will be given information regarding your benefit continuation rights and responsibilities and how you will receive your final paycheck.

## RETURN OF ORGANIZATION PROPERTY

Upon separation from employment, either voluntarily or otherwise, you must return all organizational property in your possession. Such property may include credit cards, organization vehicles, keys, ID cards, cell phones, tools, software, electronic devices, and any other items in your possession that belong to the organization.

Failure to return property will result in a letter issued to the employee asking them to return the equipment to the Human Resources Department immediately.

## FINAL PAYCHECK

For information about final paychecks, please refer to the section in this handbook regarding *Pay Practices*.

# COMPENSATION

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# PAY PRACTICES

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## PAYDAYS

You will be paid every two (2) weeks. Paydays are every other Friday. If a payday falls on a banking holiday, paychecks will be distributed on the day prior to the established payday. If a payday falls on an organizational holiday, you will receive your check on the last workday prior to the holiday.

## PAYROLL DEDUCTIONS

Certain mandatory and elective deductions that are made from employee pay are noted on the paycheck stub. The only deductions made are those mandated by law or authorized by you in writing.

## DELIVERY OF PAYCHECKS

Your paycheck will be direct deposited (preferred) or mailed to you each payday.

## METHOD OF PAYMENT

A statement showing gross earnings, deductions, and net salary will accompany each paycheck or notice of direct deposit.

## EMPLOYEE WITHHOLDING ALLOWANCE CERTIFICATE (FORM W-4)

You are required to furnish the organization with an Employee Withholding Exemption Certificate (W-4) at the time of hire. You may file a new W-4 form any time. When you submit an updated Form W-4, the organization will implement the desired changes by the start of the first payroll period ending on or after the 30<sup>th</sup> day from the submission date. We encourage employees to seek advice from tax professionals if they have questions about withholding amounts.

## TIME RECORDS FOR NON-EXEMPT EMPLOYEES

The time sheet is a record of time worked and must be filled out daily using JCLS's approved time entry system. It provides a permanent record of time spent on the job, indicating the exact time you worked.

Time sheets should be reviewed carefully for completeness, as they will be used to calculate pay. Supervisors will review and approve time sheets each pay period. Time sheets must be completed online using JCLS's electronic timesheet system. If an error needs to be corrected, the time sheet should be reviewed by the manager/supervisor for appropriate action. Time sheets should be reviewed, signed, and submitted at the end of the pay period. Your approval on the time sheet each pay period verifies that the times and dates are true and accurate to the best of your knowledge. You should never allow someone else to make entries on your behalf. Willfully falsifying a time sheet will be grounds for corrective action, up to and including termination.

## TIME RECORDS FOR EXEMPT EMPLOYEES

Employees classified as exempt do not fill out time sheets and no deduction of pay will be made for hours worked fewer than eight (8) hours per day, unless authorized by law. However, because JCLS does have vacation, sick pay and holiday benefit programs, if you have earned time in these bank(s), you must use this time first to cover any time off that is less than your normal work day.

## DISPUTE RESOLUTION FOR PAYCHECK ERRORS

If you have any questions regarding your pay or feel a manager or supervisor has made a change to your pay that you do not believe is accurate, please contact the Human Resources Manager.

## FINAL PAYCHECK

In accordance with Oregon State Law, if an employee quits with less than 48 hours' notice, excluding weekends and holidays, the paycheck is due within five business days, excluding weekends and holidays, or on the next regular payday, whichever comes first. **ORS 652.140(2)**

If an employee quits with notice of at least 48 hours, the final check is due on the final day worked, unless the last day falls on a weekend or holiday. In that case, the check is due on the next business day. **ORS 652.140(2) & (3)**

If an employee is terminated, the final paycheck is due no later than the end of the next business day. **ORS 652.140(1)**

When an employer and employee mutually agree to terminate the relationship, the check is due by the end of the following business day, as in the case of termination. **ORS 652.140(1)**

If resigning from JCLS, we ask that you give us at least 10 working days' notice so that we can properly prepare for your departure.

## PAY ADMINISTRATION

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JCLS values high quality work from its employees and is committed to compensating employees for their efforts and results. Employees are valued here at JCLS, and they are our primary and most important asset. It is our intent to provide a competitive compensation package that will attract, retain, and motivate employees. It is also our intent that policies and pay practices be administered consistently throughout the organization to ensure internal that equity is achieved.

Your pay as a new employee is established based on your past work experience, skills and education. The pay level for the classification has been determined by evaluating positions of similar level, duties and minimum qualifications in comparable districts. This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

## PAY INCREASES

JCLS uses a salary schedule pay system. Each employee is currently on a step of their applicable salary schedule assigned to the classification that they reside in. A step increase represents an increase in pay. The amount of any pay increases are subject to budget allocations and are not guaranteed.

Because information about your rate of pay and any increases is sensitive and personal, we ask that you exercise discretion and care regarding the discussion of these matters.

## TOTAL COMPENSATION PHILOSOPHY STATEMENT

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JCLS will provide a total compensation package, considering both internal and external equity. Internal equity will measure five characteristics of each job: knowledge, skill, effort, responsibility, and working conditions. External equity will measure the components of our total compensation package against organizations in our region with comparable size, operating budget, and structure as well as our market. Market is defined as where we get our employees from and where we lost them to, which may be different than comparable organizations. We will reward continued commitment to the organization, professional growth, and consistent contributions in the

assigned area of work. The total compensation package will include wages and benefits, which include leaves, insurances, and retirement appropriate to be competitive in our geographic region and industry. Decisions regarding individual factors of compensation will be made in consideration of the total compensation package, financial sustainability, and current and future strategic goals of the organization.

## **EMPLOYEE INCURRED EXPENSES AND REIMBURSEMENT**

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JCLS will pay all actual and reasonable business-related expenses you incur while performing your job responsibilities. All such expenses must be pre-approved by your supervisor before payment will be made.

Expense reports must be supported by proofs of purchase, *e.g.*, receipts. Expense reports are due to the Finance Department within five days following the end of the month.

### **MILEAGE REIMBURSEMENT**

When you use your own vehicle for organization business, you will be reimbursed for organization-related business travel at the current IRS determined rate per mile.

In order to recover these costs, an expense report must be submitted, approved by your supervisor/manager, and directed to the Finance Department for processing according to policy. If you have questions about expense reports and mileage allowances, ask your supervisor.

You assume liability for your vehicle when you use it for business purposes. All employees who want to use their personal vehicles for organization business must sign statements verifying that they have a current driver's license and the minimum vehicle liability insurance required by state law. This insurance will be primary.

# **BENEFITS**

# PURPOSE AND POLICY

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JCLS strives to provide an equitable and cost-effective benefit plan for employees in recognition of the influence benefits have on employees' economic and personal welfare. The total cost of providing the benefit program is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions, and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to temporary or on-call employees.

Details on eligibility for benefits are available on the Benefit Summary or by contacting your Human Resources Department.

## BENEFITS FOR REGULAR PART TIME EMPLOYEES

If you are a regular part-time employee, working 20 hours or more, your benefits are pro-rated based upon the number of hours you work. Essentially, you accrue vacation and sick leave benefits at a lower rate than a full-time employee because your accrual rate is based on fewer hours.

Discretionary employee benefits not mandated by state or federal law are selected and controlled by JCLS. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. JCLS will pay a portion of the employee's premium and has set a threshold. This threshold will be revisited by the Board of Directors on An annual basis. The employee will be responsible to cover costs that are above and beyond that threshold.

## BENEFIT DESIGN AND MODIFICATION

JCLS reserves the right to design plan provisions and to add, eliminate, or otherwise modify the benefits described in this Handbook or elsewhere in plan documents when it is in the organization's best interest. Consider that changes to benefits may occur at management's discretion prior to making a serious, long-term decision based solely on current benefit offerings.

## BENEFIT PLAN DOCUMENTS

You will receive summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents govern. These official documents are available from the Human Resources Department for your review. We ask that you refer any questions about this information to the Human Resources Department.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or as a result of changes in our business situation or economic conditions. We encourage you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from employment, employees may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in this Handbook apply only so long as the Handbook is current; employees do not have vested rights.

# HEALTH INSURANCE BENEFIT

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JCLS currently provides health insurance coverage for all employees and their dependents if they are otherwise eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the Human Resources Manager.

## ELIGIBILITY

This benefit is provided for all regular employees working 20 hours or more per week. Coverage is available on the first day of the month following the date of hire. Temporary and on-call employees are not eligible to participate in the health insurance plan.

Regular employees working 20 hours or more per week, who are involved in the Direct Appointment Process and have a hire date between July 1, 2020 and July 31, 2020, will be eligible for benefits on their first date of employment.

## PLAN ENROLLMENT

Once you are eligible, you may complete enrollment forms available through the Human Resources Department. If you do not want to enroll at the time of eligibility and later decide to request enrollment, you will only be allowed to enroll if you can demonstrate that a qualifying event has occurred which qualifies you for a special enrollment period.

Insurance coverage for your dependents is available.

An eligible employee who chooses not to enroll in the insurance plan is not entitled to any other form of compensation in lieu of coverage and is required to sign a written waiver of participation.

Medical information is covered by HIPAA regulations. JCLS realizes the responsibility we have to treat your private health information with great care and discretion. We have implemented safeguards to protect this information.

## PREMIUM COST

A benefit summary document will be provided on a yearly basis to go over the plan specifics and costs such as premiums, deductibles and out-of-pocket maximums. At the time of eligibility and during open enrollment each year, you will be informed of how much the organization will contribute toward your monthly premiums if you are eligible to participate in the plan. Premium rates are established by the insurance carrier and are subject to change, usually based on increased costs to provide medical services and the amount of services our employees require.

Any premium co-payment and dependent coverage you are required to pay is funded through a monthly pre-tax payroll deduction. JCLS determines the payroll deduction schedule.

## TERMINATION OF COVERAGE

In the event that you or your dependents lose eligibility to participate in the health plan, you may be eligible to have the health plan coverage extended for a period of time. Eligibility can be lost due to a prolonged absence from work or if certain "qualifying events" occur that would otherwise cause your or a dependent's group health coverage to terminate. Examples of qualifying events are termination of employment, a reduction in hours, divorce or legal separation, entitlement to benefits under Medicare, a dependent child reaching the age of 26, or a leave of

absence. You must notify us or the plan administrator when a dependent child loses eligibility or in the event of divorce or legal separation.

You, your spouse, and dependents may continue group health insurance for a certain period of time at your own expense under COBRA. However, continuation does not occur automatically. You and any dependents have 60 days to enroll in the plan, which starts on the later of a) the date the election notice is received or b) the date you and any dependent would otherwise lose coverage. You have 45 days to pay the initial premium. Coverage will be retroactive to the date of the qualifying event. You and any covered dependent will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

*Please refer to the JCLS Benefit Summary Form for details on benefits and premiums.*

## DENTAL INSURANCE

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JCLS provides a Dental Insurance plan for employees.

### ELIGIBILITY

Employees regularly scheduled to work 20 hours or more per week are eligible for dental insurance coverage on the first day of the month following the date of hire. Temporary and on-call employees are not eligible to participate in dental insurance.

Regular employees working 20 hours or more per week, who are involved in the Direct Appointment Process and have a hire date between July 1, 2020 and July 31, 2020, will be eligible for benefits on their first date of employment.

### COST

At the time of eligibility and during open enrollment each year, you will be notified of how much the organization will contribute towards monthly premiums.

Employees may enroll dependents in the dental care plan.

*Please refer to the JCLS Benefit Summary Form for details on benefits and premiums.*

## VISION INSURANCE

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JCLS provides a Vision Insurance plan for employees.

### ELIGIBILITY

Employees regularly scheduled to work 20 hours or more per week are eligible for vision insurance coverage on the first day of the month following the date of hire. Temporary and on-call employees are not eligible to participate in vision insurance.

Regular employees working 20 hours or more per week, who are involved in the Direct Appointment Process and have a hire date between July 1, 2020 and July 31, 2020, will be eligible for benefits on their first date of employment.

## COST

At the time of eligibility and during open enrollment each year, you will be notified of how much the organization will contribute towards monthly premiums.

Employees may enroll dependents in the vision care plan.

*Please refer to the JCLS Benefit Summary Form for details on benefits and premiums.*

## OTHER BENEFITS

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Regular employees working 20 hours or more per week, who are involved in the Direct Appointment Process and have a hire date between July 1, 2020 and July 31, 2020, will be eligible for benefits on their first date of employment.

### GROUP LIFE INSURANCE

We provide group life insurance coverage for eligible employees. Employees who are regularly scheduled to work 20 hours per week or more become eligible for this coverage.

### LONG TERM DISABILITY

JCLS provides a Group Long-Term Disability plan. Employees who are regularly scheduled to work 20 hours or more per week become eligible for this plan.

### PREMIUM ONLY 125 PLAN

JCLS provides a Premium Only 125 Plan that allows employees to have any group medical, dental, or vision premium contributions deducted from their checks on a pre-tax basis. Details will be provided to employees at the time of eligibility.

### EMPLOYEE ASSISTANCE PROGRAM

The organization recognizes that employees and their family members may, from time-to-time, face personal issues that affect their careers, personal lives, or both. Solutions to some of these problems may not be readily apparent. To this end, we offer, at no expense to you, the services of outside professional counseling for you and your family to help deal with personal problems such as family relationships, substance abuse, etc. You or a member of your family may consult with these professionals up to three (3) face-to-face consultations or unlimited online consultations per incident on a confidential basis at no cost.

Additional benefits include reduced cost legal services, addiction specialists, childcare referrals, financial services, medical advocacy and assistance with pet issues including bereavement and referrals for veterinarians and boarding facilities.



Literature describing plan provisions and how to contact our providers is made available during your probationary period and to all staff members as plan provisions change. More information can be found by accessing the employee portal.

Employees regularly scheduled to work 20 hours or more per week become eligible on the first day of the month following hire.

## **401(a) RETIREMENT PLAN**

Full-time and part-time benefit-eligible employees may participate in the 401(a) Retirement Plan. Contributions are made through voluntary pre-tax salary deduction. Employees may elect and adjust their contribution amounts as desired, not to exceed the maximums allowed by applicable law.

Details on any matching contributions from JCLS, eligibility, vesting and plan particulars can be found by referring to the JCLS Benefit Summary Form.

# LEAVES

# VACATION

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All full-time and regularly scheduled part-time employees are eligible for vacation based on the schedule below. All accruals begin on day one, but are not available for use until after the completion of 91 days of employment. No vacation time may be taken or paid during the probationary period, unless specific arrangements have been made at the time of hire. If a termination occurs prior to the 91<sup>st</sup> day and leave has been taken, the employee will pay back the taken amount with their final paycheck.

You will earn vacation benefits according to the following schedule:

<b><u>Number of continuous years of service</u></b>	<b><u>Vacation per year</u></b>
1 <sup>st</sup> Year	10 Days
1 – 4 Years	15 Days
5 – 10 Years	20 Days
10 Years +	25 Days

Accrual for part-time employees is on a pro-rated basis calculated on the actual hours worked.

We provide vacation time so you can enjoy periods of time away from work. Vacation is intended for rest and recreation. Vacation accrual will be paid out at separation in accordance with this policy and any applicable law.

Time is not to be banked and never used; therefore, accrual cannot exceed 40 hours beyond the employee’s annual accrual limit. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when you reduce the total to less than the allowed maximum.

Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made in writing and submitted to your supervisor. We will try to grant each request, but we cannot guarantee your request will be approved. In the event of competing requests for times submitted concurrently, approval will be given to the employee with the longest tenure.

# SICK LEAVE

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JCLS provides paid sick leave to all employees in accordance with state law. For any questions about sick leave, please contact the Human Resources Manager.

Employees working 40 hours per week accrue 8.6 days of sick leave annually. Those who work 20 or more hours per week accrue sick time on a pro-rated basis. Employees may use accrued sick time beginning on the 91<sup>st</sup> calendar day of employment. Sick time may be used as it is accrued moving forward.

Employees may carry unused sick time from one leave year to the next, with no accrual limit. Sick leave can be taken at a maximum of 15 total days. For extended leave, additional time may be granted by the Library Director.

Sick time may be used for an employee’s own serious or non-serious illness, for preventative care appointments, or to care for an immediate family member, or a member of the employee’s household, with an illness. Unused sick time is not paid out upon separation from employment.

## DOCTOR'S NOTE

For any employee who is absent from their scheduled shift more than five consecutive days, a doctor's note will be needed.

For any employee having surgery, a doctor's note will be requested before they return to work. The doctor's note should list any restrictions for the employee, such as lifting, sitting or standing restrictions.

All notes are to be turned into your immediate supervisor or the Human Resources Department.

## PAID HOLIDAYS

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JCLS observes the following holidays each year and our offices are officially closed on these days:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Christmas Eve	Christmas Day

In addition to the above noted holidays, a floating holiday will be granted. This can be observed on a day of the employees' choice and must be marked as Holiday on the time sheet.

Employees will receive a calendar each year showing the date each of these holidays will be observed. These holidays or any additional time observed, such as the day after Thanksgiving or New Year's Eve, will be determined each year at management's discretion.

## HOLIDAYS ON AN EMPLOYEE'S DAY OFF

Should a holiday fall on an employee's regular day off, the employee shall be given an alternate day off (eight hours for full-time employees, and the appropriate pro-rated amount for part-time employees), to be scheduled by mutual agreement between the employee and the supervisor within 30 days following the actual holiday. Those hours should be marked as 'holiday' on your time sheet.

## ELIGIBILITY

Employees regularly scheduled to work 20 hours or more per week will be paid for the above holidays. Part-time employees working 20-39 hours per week will receive a pro-rated amount of paid time based on their regularly scheduled time. For instance, a part-time employee working 20 hours per week would receive four (4) hours of holiday pay because 50% of a full-time schedule is worked.

## LEAVE OF ABSENCE POLICY

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We realize that our employees may encounter situations that require a temporary short-term or extended absence from work. We offer several different types of leaves of absence for the following purposes:

Bereavement Leave	Disability Leave (Non-FMLA)	Family and Medical Leave
Civic Duty	Military Leave	Leave to Donate Bone Marrow

The type of leave requested may determine which employees are eligible and what procedure should be followed in requesting and obtaining the leave. The effect of the leave on benefit accruals, benefits, and reinstatement rights also varies according to the type of leave you are requesting. Each of these leaves is discussed on the following pages. If you have any questions about your potential eligibility for a leave or your benefits and rights while on a leave, please contact the Human Resources Manager.

## BEREAVEMENT LEAVE

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You are eligible to take a Bereavement Leave in the event of a death of the following immediate family members:

- Spouse/Domestic Partner
- Biological, Adoptive, Foster, or Stepchild
- Parent/Stepparent
- Aunt/Uncle
- Niece/Nephew
- Cousin
- Grandparent/Grandchild
- Parent-in-law
- Another Person of "In Loco Parentis" Relation
- A member of your household

Leave to attend the funeral of a non-immediate family member with whom you had an especially close relationship may also be granted at the discretion of management.

This leave may be taken to attend the funeral (or alternative) of the family member, to make arrangements necessitated by the death of a family member, or to grieve the death of a family member. The leave must be completed within 60 days after the date on which you received notice of the death of your family member.

## PAY AND LENGTH OF LEAVE

Three (3) days of leave, pro-rated for employees who work 20-39 hours per week, will be granted for a death of the above-mentioned immediate family members.

If you qualify for OFLA, at a minimum, you are allowed to take up to two weeks off per death of an immediate family member. If you need additional time off for any bereavement-related purpose, you may ask for more time which may be granted according to applicable law or at the discretion of management.

## CIVIC DUTY LEAVE

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### JURY OR WITNESS DUTY LEAVE

Employees subpoenaed to serve as witnesses or for jury duty may obtain a protected leave of absence.

## LENGTH OF LEAVE

Jury or witness duty leave is available for the period of time covered by the initial subpoena or court order and any involuntary extensions.

## REQUEST PROCEDURE

You must notify your manager or supervisor as soon as is practicable after you receive a summons asking you to serve as a witness or on a jury so that arrangements can be made to cover your position. You are expected to provide us with a copy of the subpoena or notice within five (5) days after you received it.

## PAY WHILE ON LEAVE

You will be compensated for the days you serve at your regular rate of pay. For those employees working less than 40 hours per week, time will be pro-rated. Employees are expected to report to work if only partial days of jury duty are served. For exempt employees, any partial day or partial week worked will be paid in full.

Any mileage reimbursement or payment from the court system to compensate you for jury duty service must be turned into JCLS.

## STATUS OF BENEFITS

Benefits are not affected by jury or witness duty leaves.

## VOTING LEAVE

We encourage all employees to vote and to take advantage of polling hours before or after work. However, if you are unable to vote outside of business hours, we will work to accommodate you in arranging a time for you to vote.

## REQUEST PROCEDURE

You must notify your manager or supervisor before Election Day if you are unable to vote before or after work and provide a valid reason why voting during those hours is not possible.

## PAY WHILE ON LEAVE

Time off to vote will be without pay for non-exempt employees, unless you have earned hours of vacation time that you can use for that purpose.

## CRIME VICTIMS' LEAVE

If you or a member of your immediate family suffers financial, social, psychological, or physical harm as a result of a personal felony or an employee is a victim of harassment (under the public offenses statutes), you may be entitled to take protected leave from work to attend criminal proceedings.

## SAFETY MEASURES

The organization will provide reasonable safety measures, if you are the victim of harassment or a threat of harm that would be expected to cause concern.

## ELIGIBILITY

You will be eligible to take crime victims' leave if you have worked an average of more than twenty-five 25 hours per week for the organization for at least 180 days immediately before the leave would begin.

## LENGTH OF LEAVE

The amount and length of leave time you may take is limited to that which does not create significant difficulty and expense (undue hardship) to the organization. If the organization must limit your leave due to undue hardship, we will notify the prosecuting attorney in the criminal proceeding, who is required by law to notify the court. The court will then take your work schedule into consideration when scheduling the criminal proceedings.

## REQUEST PROCEDURE

You must provide your manager or supervisor with reasonable notice of your intention to take crime victims' leave and provide copies of any notices of scheduled criminal proceedings that you receive from a law enforcement agency. We will treat such documentation as confidential information.

## PAY WHILE ON LEAVE

Crime victims' leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid vacation/sick time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week, although accrued time must be used first.

## STATUS OF BENEFITS

Benefits are not affected by crime victims' leave.

## DOMESTIC VIOLENCE LEAVE

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An employee who is a victim of domestic violence, harassment (under the public offenses statutes), sexual assault, or stalking or whose minor child or dependent is a victim may be entitled to take unpaid protected leave from work.

## ELIGIBILITY

All JCLS employees are eligible to take domestic violence leave.

## TYPES OF SERVICES/TREATMENT

An employee may take leave to seek legal or law enforcement assistance, to secure medical treatment, to obtain counseling or victim services, to relocate, or to take other reasonable steps to ensure one's own health and well-being or that of a child or legal dependent.

## LENGTH OF LEAVE

The amount of leave taken will be reasonable and that which does not create a significant difficulty and expense (undue hardship) for the organization.

## REQUEST PROCEDURE

An employee accessing this leave provision must request time off from a manager or supervisor as far in advance as possible to aid in scheduling. We understand that instances of violence are usually not predictable, and these requests may be made with little forewarning. We will treat any information you share as confidentially as possible.

## SAFETY MEASURES

The organization will provide reasonable safety measures, if you are the victim of domestic violence, harassment, sexual assault, or stalking.

## PAY WHILE ON LEAVE

Domestic violence leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid (vacation/sick) time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week, although accrued time must be used first.

## STATUS OF BENEFITS

Benefits are not affected by domestic violence leave. JCLS has an Employee Assistance Program. Special resources are available that involve counseling and other associated services. Employees facing difficult times within their lives are strongly encouraged to seek out the EAP's services and support.

## FAMILY AND MEDICAL LEAVE

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### PURPOSE

Our Family and Medical Leave policy allows you to take a leave of absence for your own serious health condition. Leave is also granted for the birth or adoption of a child; for the placement of a foster child, for the care of a child, spouse, or registered same-gender domestic partner, parent, parent-in-law, grandchild, or grandparent with a serious health condition and for the care of a sick child with a non-serious illness; military exigency; and bereavement due to the death of a family member. This handbook language is intended to outline our practices regarding this leave.

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

The Oregon Family Leave Act (OFLA) requires employers of 25 or more employees to provide eligible workers with protected leave to care for themselves or family members in cases of death, illness, injury, childbirth, adoption and foster placement. **ORS 659A.150 - 659A.186**

### ELIGIBILITY

You are eligible for family and medical leave as soon as the following requirements are met:

- You have been employed for at least 180 days (26 weeks) or more before the first day of the family and medical leave; and,



- You have worked an average of twenty-five (25) or more hours per week as of the day before the request for family and medical leave is made. This average is calculated over the 180 days preceding the request for leave. For the purpose of taking leave for the birth, adoption, or placement of a child (parental leave), there is no hours-worked requirement.
- Rarely, an employee may otherwise be eligible. Speak to the Human Resources Manager for additional details.

Some situations, such as military caregiver leave, are covered only by the federal Family and Medical Leave Act (FMLA). This type of leave requires that an employee worked at least 1,250 hours in the preceding twelve (12) months of employment.

## REASONS FOR FAMILY AND MEDICAL LEAVE

The following situations qualify for family and medical leave:

- To care for an infant, adopted child, or newly placed foster child under the age of 18, or older than 18 if incapable of self-care due to a mental or physical disability, within 12 months of the event (parental leave);
- To care for a family member with a serious health-condition or your own serious health condition (serious health condition leave). [Note: Oregon covers child, parent, parent-in-law, grandchild, grandparent, spouse, registered same-gender domestic partner, and “in loco parentis” relationships. Federal law covers only child, parent, spouse, and “in loco parentis” relationships. [Note: This means an employee may be eligible for 12 weeks under Oregon law and an additional 12 weeks of federal leave in some situations];
- For a pregnancy-related disability or prenatal care (pregnancy disability leave), including morning sickness. [Note: Employees who have used up their original 12 weeks for a serious health condition related to pregnancy are entitled to an additional 12 weeks of leave for any Oregon Family Leave Act, (OFLA) qualifying purpose];
- To care for a sick child who does not have a serious health condition but requires home care (sick child leave). [Note: Employees who use up their original 12 weeks for parental leave are entitled to an additional 12 weeks of sick child leave];
- The death of a family member, which is bereavement leave (as defined under OFLA);
- To care for a qualified family member or “next of kin” (as defined under FMLA) who is in the military; and,
- A military exigency, which is when a family member is called to active duty. (Note: Oregon includes spouse and registered same-gender domestic partners and time when a service member is on leave from active duty; federal legislation includes spouse, sons, daughters, and parents.)

## LENGTH OF LEAVE

You may take up to twelve (12) weeks of family and medical leave during a 12-month period. The 12-month period will be measured forward from the date leave begins; a week is defined as your normal work week schedule. If medically necessary, family and medical leave may be taken on a reduced or intermittent schedule. Details of the proposed schedule should be attached to the "Request for Family Leave" form and should be verified by the certifying health care professional on the “Health Care Provider Certification” form, if applicable. In certain situations, you may be eligible for additional leave (pregnant employees, new parents, and employees taking military caregiver leave, for example).

You may be required to provide periodic status reports to the organization while on a family and medical leave.

## REQUEST AND CERTIFICATION PROCEDURE

We recognize that many times the need for family and medical leave can be caused by serious or emergency situations. We will make every attempt to work with you to ensure that you receive all the benefits to which you are entitled; however, you are expected to adhere to our workplace rules and make every effort to communicate your situation to us immediately. So that we can best work with you, it's important that you complete all requested leave documentation.

In situations where the need for medical leave is known, you must give at least thirty (30) days' written notice of your intent to take family and medical leave by filling out and turning in the "Request for Family and Medical Leave" form. Failure to provide 30 days' notice can impact your eligibility and the timing of the leave. Upon submitting the completed leave request, you may be required to provide verification of the need for the leave. Examples of such documentation include a "Health Care Provider Certification" form, deployment orders, adoption papers, a birth certificate, or confirmation of a death.

Requests for family and medical leave for a serious health condition (not parental leave) must be verified by a health care professional by using the "Health Care Provider Certification" form, which needs to be returned within 15 days of our request. You are required to provide sufficient information for us to determine if your situation qualifies for leave. If sufficient information is not provided, we may request that you provide additional information within seven (7) days. If you fail to return the form at all, your leave request may be denied.

If you are taking family and medical leave related to the birth of a child or to care for a family member with a serious health condition, you may be asked to provide proof of your relationship to this person. Please check with the Human Resources Manager to discuss how best to provide this proof.

In the case of adoption, a legal representative who can attest to the validity of the adoption must verify the request for family and medical leave. In the case of placement of a foster child, a representative of the agency making the placement can verify the request.

Any documentation provided, including medical information provided for either a personal health condition or the health condition of a family member, is kept confidential and only those with a valid business-related reason for knowing any details will have access to any of this information. If you have any questions about how this information will be handled, please contact the Human Resources Manager.

Subsequent medical verification may be requested in connection with an ongoing absence, but not more often than every 30 days. Exceptions exist, however, in situations where:

- Circumstances change significantly from the current certification; for example, the pattern of necessary absences changes;
- Information is received casting doubt on the employee's stated reason for the leave or the continuing validity of the certification.

Additional recertification exceptions may apply in the event your leave is covered only by the federal Family and Medical Leave Act (FMLA).

Lastly, the Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus

carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## GENERAL PROVISIONS

You may use any accrued vacation, sick leave, or other paid leave available to you during the family and medical leave. When this is exhausted, the balance of the leave will be unpaid.

The organization will continue to pay our share of your medical benefits during family and medical leave. You are responsible for paying your share of medical insurance premiums prior to the due date of the premium payment. You may continue other insurance benefits by paying the full cost of the premium for any leave in excess of four (4) work weeks in duration. Premium payments must be received by the due date or coverage will be discontinued.

## REINSTATEMENT

You are entitled to return to the same or an equivalent job with equivalent benefits, pay, and other terms and conditions of employment at the end of a family and medical leave (OFLA & FMLA). You may be required to present a fitness-for-duty certificate before being reinstated.

Other details regarding family and medical leave are available from the Human Resources Manager.

## MILITARY CAREGIVER UNDER FMLA

An extension of our Family and Medical Leave Policy provides a leave of absence for up to 26 weeks to care for a family member who is a covered service member or veteran. This leave requires that an employee worked 1,250 hours in the preceding 12 months of employment. Eligibility for this leave is also based upon the specific family relationship and the existence of a certain situation or conditions.

**Family Relationship:** This leave is available for care of your spouse, parent, or son or daughter of any age, or if you are designated as "next of kin" by, or qualify as the nearest blood relative to, the covered family member.

**Qualifying Condition or Situation:** Care for a qualified family member who has a serious injury or illness requiring such care.

You may be required to provide documentation supporting both the required family relationship and the qualifying condition or situation. You will be required to complete and return a certification completed by an authorized health care provider within 15 days. If caring for a covered service member, however, a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to a member of your family can be used instead.

## LEAVE TO DONATE BONE MARROW

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### ELIGIBILITY

Employees working twenty (20) or more hours per week are eligible for this leave.

### LENGTH OF LEAVE

An employee may use up to 40 hours of leave which may be taken as paid or unpaid time. In extenuating circumstances, approval to take more time off (paid or unpaid) may be granted by a supervisor or manager.

## REQUEST PROCEDURE

You must notify your manager or supervisor as soon as is practicable after you become aware that you will be donating bone marrow. You are expected to provide a copy of the doctor's verification for bone marrow donation. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave of absence used before that determination was made will not be affected.

## STATUS OF BENEFITS

Benefits are not affected by this leave.

# UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

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Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Re-employment Rights Act (USERRA) and applicable state regulations. The policy covers employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training. These military members, and those with previous or current military service, are protected from discrimination and harassment.

## ELIGIBILITY

All employees of the organization except those hired on a brief, non-recurrent basis are eligible for this leave.

## LENGTH OF LEAVE

Given that the requirements regarding this type of leave are subject to change, the length of this leave will be administered under the current provisions of all applicable laws at the time of occurrence.

## REQUEST PROCEDURE

You must provide oral or written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to provide notice may result in loss of re-employment rights.

## PAY WHILE ON LEAVE

Military leaves are without pay unless you elect to utilize vacation benefits earned before the commencement of the leave.

## STATUS OF BENEFITS

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, and length of service pay increases, as may be provided by applicable statutes of the United States and the State of Oregon. For any leave extending beyond 30 days, you may maintain health care insurance benefits for up to 24 months while on leave by paying the full insurance premiums.

## REINSTATEMENT

If you are returning from a USERRA leave, you generally must report to work or request re-employment within prescribed time limits, which are based on the length of the leave as follows:

- 1 to 30 days: You are expected to report to work on the first regularly scheduled work day following the completion of your service and an eight-hour rest period. You will most likely be reinstated to a position you would have held had you not taken leave or to the same position you held prior to the leave.
  
- 31 to 180 days: You should apply for re-employment no later than 14 days after an honorable release from service unless it is impossible or unreasonable to do so through no fault of your own. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by JCLS, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.
  
- 181 days or longer: You must apply for re-employment no later than 90 days after the completion of satisfactory service, absent extenuating circumstances. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by JCLS, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

For service of 31 days or more, JCLS will request that you provide documentation to verify your rights to re-employment, including your separation papers.

Time limits for applications for re-employment are extended for up to two years for disabled veterans, unless extenuating circumstances beyond a veteran's control may warrant another minimal extension beyond that period. Failure to file an application within the required time periods may otherwise result in a loss of the right to re-employment.

## OREGON MILITARY FAMILY LEAVE

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An employee may be eligible to take leave beginning on the first day of employment, if the employee's spouse/registered domestic partner is notified of an impending call to active duty and when the spouse/registered domestic partner is on leave from deployment.

### ELIGIBILITY

You will be eligible to take military family leave if you work an average of at least 20 hours per week for the organization.

### LENGTH OF LEAVE

The amount of leave time available is up to 14 days of unpaid leave per deployment.

## **LEAVE INTERACTION WITH THE OREGON FAMILY LEAVE ACT (OFLA)**

If an employee is also eligible for OFLA (generally at least 6 months on the job and working at least 25 hours per week), this time will run concurrently with OFLA leave, reducing the 12 weeks of leave available in any leave year.

## **REQUEST PROCEDURE**

An employee accessing this leave provision needs to request time off from the designated manager or supervisor within five (5) days of receiving official notice of an impending call or order to active duty or of a leave from deployment, or as soon as is practicable. Obviously, the more advance notice given, the easier it is to handle scheduling issues. These types of leave situations, however, arise with little forewarning at times.

## **PAY WHILE ON LEAVE**

Oregon military family leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid vacation/sick time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week.

## **STATUS OF BENEFITS**

Benefits are not affected by Oregon military family leave.

# WORKPLACE SAFETY

# DRUGS AND ALCOHOL

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The objective of this policy is to provide a workplace and environment that are free from the effects of substance abuse. Furthermore, JCLS believes that we have a responsibility to our employees, to those who use or come into contact with our products and services, and to the general public to ensure safe operating and working conditions. To satisfy our drug free workplace objective and meet these responsibilities, we must establish a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, we have adopted this drug and alcohol policy.

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- Manufacturing, selling, attempting to sell, using, distributing or possessing alcohol or other controlled or illegal substances that impair job performance or pose a hazard when use or possession occurs;
- Reporting for or being at work with the presence of alcohol, illegal drugs, or controlled substances in your system.

If your doctor prescribes over-the-counter or pharmaceutical drugs, you are responsible for ensuring that your ability to maintain work performance standards, including safety, will not be affected by the medication. If you are in doubt, please discuss this with the Human Resources Manager before beginning work. Any medical issues discussed will be kept confidential.

If you have a problem with drugs or alcohol and wish to undertake rehabilitation, you may be granted an unpaid leave of absence for this purpose, as long as your work performance warrants the granting of this leave and there have been no violations of this policy. It is your responsibility to seek help before the problem adversely affects your work performance or results in a violation of this policy. If you need assistance in seeking this help, you may talk to the Human Resources Manager. No one will be discriminated against for undertaking rehabilitation.

Assistance can be found using the provided Employee Assistance Program. Help finding programs and counseling can be accessed through this tool. Often, these programs and counseling sessions are either low cost or at no cost to the employee. For more information on this program, please contact the Human Resources Department.

For purposes of this policy, having any detectable level of alcohol or drugs in one's system while covered by this policy will be considered to be a violation. Where we have a reasonable basis to believe that an employee is in violation of this policy, the employee will be required to submit to testing to determine presence of, use of, or involvement with alcohol or drugs. We reserve the right to determine whether reasonable basis exists.

The following definitions apply:

Reasonable suspicion: is defined as specific, describable observations concerning such circumstances as the work performance, appearance (including, for example, noticeable odor of an alcohol), behavior, or speech of the employee, or as being involved in an accident on organization premises that results in physical injury or property damage.

Presence of: is defined as any detectable level of alcohol or drugs in an employee's blood or urine, or any noticeable or perceptible impairment of the employee's mental or physical faculties.

Controlled Substances: are defined as any product causing potential impairment of an employee's mental or physical faculties and whose availability is restricted by law.



Over-the-counter drugs: are defined as those that are generally available without a prescription from a medical doctor.

Prescription drugs: are defined as those drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Any employee who is found to be in violation of this policy and who refuses to submit to testing, or refuses to cooperate, or attempts to subvert the testing process will be subject to corrective action, up to and including termination. We also reserve the right to involve law enforcement officials for any conduct that we believe might be in violation of state or federal law.

If a professional assessment is made that you have a problem with alcohol or drugs, your continued employment may be conditioned upon your entering into and completing a treatment program (including follow-up recommendations) approved by the organization. You also may be required to sign and live up to the terms of a performance agreement in order to demonstrate your commitment to rehabilitation and staying alcohol- and drug-free. This course of action is likely if you come forward on your own and ask for help in overcoming your problem. If you are caught selling, distributing, using, or having the presence of drugs or alcohol in your system while at work, we may terminate your employment without offering you the opportunity to participate in a treatment program.

## TESTING

If you voluntarily request assistance in dealing with a personal drug or alcohol problem, you may do so through the Employee Assistance Program and the Human Resources Manager. The request for assistance will not jeopardize your employment as long as this assistance is sought before work performance has deteriorated or disciplinary problems have begun. Other treatment programs for drug and alcohol problems may be available through our health insurance coverage.

As a result of corrective action arising from a drug or alcohol problem, you may be required to participate in a drug or alcohol treatment program. If so required, you will also be required to obtain regular evaluation for drug and alcohol use, administered by a professional. When such an evaluation is scheduled, we will pay the cost. You may also be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program. Depending upon the nature of the conduct that led to your mandated participation in an alcohol and drug treatment program, you may be required to submit to random or unannounced screening for alcohol or drugs for a specified period of time. You may also be required to meet various performance standards that are imposed as a condition of continuing employment.

If you are involved in a job-related accident resulting in property damage, or physical injury requiring off-site medical attention, you will be required to submit to testing to determine the presence or absence of a controlled substance. We may waive the requirement if we do not have a reasonable basis to conduct drug or alcohol testing or, if we determine, at our discretion, that the accident could not have been caused by the use of a controlled substance.

# WORKPLACE VIOLENCE

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JCLS recognizes the importance of a safe workplace for employees. A work environment that is safe and comfortable enhances employee satisfaction with work as well as employee productivity.

To foster a safe workplace, this organization specifically prohibits any employee, customer, or vendor from bringing any kind of weapon, knife (other than folding pocket-knife), or firearm on premises. If you have a question whether something may be considered a weapon in violation of this policy, you must ask your supervisor prior to bringing the item onto our premises. Our premises include areas such as personal vehicles parked in designated parking areas.

Situations may occur, despite our best efforts to prevent them, which present a risk of harm to employees and others. All employees have an obligation to report any incidents that pose a risk of harm to employees or others associated with the organization or that threaten the safety, security, or financial interests of the organization. Employees should make such reports directly to the Human Resources Manager.

All information related to the reports, including the name of the reporting employees, will be kept as confidential as possible under the circumstances. We will generally notify the reporting employee of action taken in response to the report.

We may, out of business necessity, conduct an investigation of a current employee when the employee's behavior raises concerns about work performance, reliability, honesty, or potential threat to the safety of co-workers or others. An employee investigation may include investigation of criminal records and a search of the organization's property such as desks, work areas, lockers, file cabinets, voice mail systems, and computer systems.

If an employee is found to have violated any part of this policy, corrective action up to and including termination may occur.

# COMMUNICATION AND SOFTWARE SYSTEMS

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## ELECTRONIC COMMUNICATION SYSTEMS

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JCLS provides electronic communication systems to maintain superior communications both within the organization and with outside clients and vendors. You are expected to learn about these tools and how to use them. This policy provides directions for you regarding access and disclosure of information when using these communication systems. All employees and others outside the organization who may use the systems must support this policy.

Our electronic communication systems include computers, software, electronic mail (email), copiers, fax machines, telephones, cell phones, voice mail, messengers, and various online services. All of these systems are operated and managed based upon this policy.

These systems and any other informational, storage, or retrieval services that the organization provides are organization tools and are to be used for business purposes only. Use of company systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

The use of these systems is not private or confidential. Within the bounds of current and future laws, the organization reserves and intends to exercise the right to review, audit, intercept, access, and search these business systems at will; monitor data and messages within them at any time and for any reason; and disclose selected contents without notice or other restrictions. Messages sent through these systems remain the property of the organization.

As an employee, you must not permit any proprietary or confidential information of JCLS to enter the public domain through electronic transmissions. Examples of the organization's proprietary and confidential information are provided in the Confidentiality Policy. Also, these systems shall not be used to receive or distribute copyrighted materials, trade secrets, proprietary information, or similar materials from/to outside the organization without prior authorization.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies.

You should check with your supervisor if you have any questions about the proper use of communication or software systems. All system users who discover violations of this policy are expected to notify their supervisors or managers immediately. Improper use or violation of this policy can result in corrective action, up to and including termination.

## ELECTRONIC MAIL SYSTEM

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You are reminded to be courteous to other users of the email system and to always conduct yourself in a professional manner. Email messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. You should write email communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on organizational letterhead.

You should know that even when a message is erased through email, it is still possible to retrieve and read that message. Even though the organization reserves the right to retrieve and read any email messages, those messages are to be treated as confidential by other employees and accessed only by the intended recipient. We expect employees to respect others' privacy and not retrieve or read electronic messages for which they are not

the intended recipient unless authorized. The use of passwords for security does not guarantee confidentiality; all passwords to company systems must be disclosed to the organization's IT Manager.

Electronic communications are official documents of JCLS. All employees should be aware that electronic communications are subject to Freedom of Information Act requests, Public Records Requests and could be potentially be subpoenaed in the event of a lawsuit.

## **ORGANIZATION-OWNED PERSONAL COMPUTERS**

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To protect the integrity of our systems, all software used on our computers must be registered with the Information Technology Department. Additional programs and software will only be installed on computers and devices owned by JCLS with the IT Manager's consent.

### **LAPTOPS**

All staff issued laptops and other computer-related equipment should be familiar with JCLS's computer-related equipment guidelines. These guidelines include security precautions and procedures as recommended by JCLS.

If any issued equipment becomes lost or theft has occurred, please notify your supervisor or the IT Manager immediately.

## **SOCIAL MEDIA AND NETWORKING**

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Social networking websites and online communities, such as Twitter, Instagram, LinkedIn, Facebook, and Flickr are increasingly used and can be accessed by individuals not only from computer systems, but also from smart phones. These tools have value because they can be used to market JCLS products and share information; employees may also use these systems as a quick communications and networking tool to complete projects. It is not the intent of this policy to unduly limit employees' access to these conduits, however, guidelines and expectations surrounding their use are necessary as there are liabilities inherent in such use. When any employee is using organization-provided computers or cell phones or is representing the organization via social networking activity, that individual is expected to represent the organization in a professional and positive light. JCLS wishes to use social media exclusively to its advantage, preventing and minimizing any negative outcomes. This includes ensuring that all employees will be free from harassment and unprofessional behavior when utilizing or consuming social media; therefore, employees authorized for its use must abide by all applicable laws (including copyright) and ethical considerations.

### **BUSINESS USE**

Employees may use social media tools to conduct organizational business, as long as such use is authorized and complies with the organization's policies. Company logos or other organizational information must conform to pre-approved marketing concepts and standards.

### **OWNERSHIP**

In the case that a social media account is set up for business purposes, the organization has the right to review, edit, and delete content associated with the account. The organization will have access to information associated with the account such as the username and password, and any content associated with the account will be

considered the property of the organization. If an employee separates from JCLS, the organization has the right to assume control of this account.

## SECURITY

Social networking sites collect profile information for advertising opportunities and criminal reasons. Phishing (email messages asking for username and passwords, etc.) and spamming can occur. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your e-mail account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious; when in doubt, delete it. Viruses and spyware may damage the organization's operating system, compromise data, or expose your privacy and that of others you communicate with via email and social media sites.

## PROHIBITED CONTENT

Behavior and judgment in an electronic environment should mimic behavior in a physical setting. Employees are expressly prohibited from posting content that is malicious, abusive, threatening, intimidating, coercing, profane, disruptive, discriminatory, or harassing. Defamatory statements are prohibited and employees should be aware they are personally responsible for the legal consequences of such statements.

Nothing in this policy should be interpreted as limiting an employee's right to engage in legally protected speech or other activity. Failure to adhere to these standards and to use appropriate protocols will lead to further corrective action, up to and including termination.

## TELEPHONE USAGE

JCLS realizes that employees must occasionally make and receive personal telephone calls at work. Such calls must be kept to a minimum and should impact your work as little as possible. Calls should be handled during breaks whenever possible and away from public service areas. Unauthorized use of the telephone, including charging long distance calls to the organization, will result in corrective action, up to and including termination.

## VOICE MAIL

The voice mail system at JCLS is the property of the organization and is provided for use in conducting organization business. All communications and information transmitted by, received from, or stored in this system are organization records and property of JCLS. The voice mail system is to be used for business only; use of the system for personal purposes is prohibited. You have no right to personal privacy in any matter stored in, created, received, or sent over the voice mail system. JCLS, in its discretion as owner of the voice mail system, reserves the right to monitor, access, retrieve, and delete any messages stored in, created with, received by, or sent over the system for any reason and without employee permission. You are not authorized to retrieve or listen to any voice mail messages that are not sent to you. Any exception to this policy must receive prior approval from the Human Resources Manager.

## CELL PHONES

Where job or business needs necessitate immediate access to an employee, the organization may provide/require a business cell phone for work-related communications. This phone is provided for business use only. Business cell phones are not to be used for purposes not related to work. Keep in mind that cell phone internet usage, phone records, voice mail, and text messages are not private and may be accessed. If an organization-provided phone is

used for personal business, any phone charges incurred by an employee related to the personal usage will be the sole responsibility of the employee.

Personal calls during the workday using personal cell phones can be distracting to others and can interfere with employee productivity. Use of a personal phone for any reason should therefore be limited to breaks and lunches.

Any use of a cell phone while driving may present an unsafe condition for the driver, other employees, and the general public. The organization prohibits the use of cell phones while driving, except when hands-free accessories are used. In cases where a cell phone call is necessary, employees must adhere to all federal, state, and local rules and regulations regarding such to help ensure the safe operation of both organization-owned and private vehicles. If an employee is using a cell phone while driving and has an accident, any costs, fees, and fines shall be solely the responsibility of the employee.

# ETHICS AND COMMUNICATION



## CONFLICT OF INTEREST AND OREGON ETHICS LAW

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The purpose of this policy is to ensure that employees adhere to the highest ethical standards when conducting business on behalf of JCLS, as set forth in Chapter 244 of the Oregon Revised Statutes (ORS). Employees may not solicit, obtain, accept, or retain any personal benefit from any supplier, vendor, customer/client, or any individual or organization doing or seeking business with JCLS. This means you may not maintain an outside business or financial interest or engage in any outside business or financial activity that conflicts with the interests of the organization or interferes with your ability to fully perform job responsibilities. For example, if job responsibilities include purchasing, or being in a position to influence purchasing, the individual responsible must have no proprietary or financial interest in any business that furnishes products, materials, or services to the organization or in any related transaction. An employee may not benefit directly or indirectly from a third party who furnishes products, materials, or services to the organization either.

### EMPLOYEES ARE ‘PUBLIC OFFICIALS’

According to the Oregon Government Ethics Law (ORS 244.020), every JCLS employee is considered a “public official” for purposes of ORS Chapter 244.

### OREGON GOVERNMENT ETHICS LAW: A GUIDE FOR PUBLIC OFFICIALS

The Oregon Government Ethics Commission publishes and updates a guide for public officials that helps to explain in understandable terms the requirements of Oregon Government Ethics law and the Oregon Government Ethics Commission’s interpretation of those requirements. The Guide for Public Officials and any related legislative updates are available online at [State of Oregon: Oregon Government Ethics Commission](#).

### RELATIVES OF PUBLIC OFFICIALS

Oregon Government Ethics law also applies to relatives of public officials including a spouse, parent, stepparent, child, sibling, stepsibling, son-in-law, daughter-in-law of the public official, or of the public official’s spouse. Any individual for whom the public official has a legal support obligation, or who benefits financially from the public official’s employment with the public entity is also covered by the law.

### FINANCIAL GAIN

As a public official, an employee shall not use their official position to obtain financial gain or avoid financial detriment that would not otherwise be available *but for* the employee’s position (ORS Chapter 244). This provision applies to the employee, a relative of the employee, or a business owned by the employee or the employee’s relative.

There are exceptions to the “but for” test, including reimbursement of expenses; an honorarium, certificate, plaque, commemorative token or other item with a value of \$50 or less; and food, beverage, travel or lodging expenses otherwise authorized by ethics laws.

### GIFTS

As a public official, an employee (or a relative, or a business of the employee) may not receive a gift valued at greater than \$50 from any one source in a calendar year from any individual or organization with a legislative or administrative interest in the public body, i.e., that does business with or that wishes to do business with JCLS.

- A. A “gift” is “something given to an employee, or a relative of the employee, when there is no payment, or payment is for a discounted price, and the opportunity (gift) is not available to others who are not employees on the same terms or conditions.”
- B. “Legislative or administrative interest” means an economic interest, distinct from that of the general public.

The following exceptions to this policy may be permitted, but you must have supervisor approval in advance:

- Purchase of business meeting meals
- Gifts of food or other consumable products offered to the entire work group during the holiday season when rejection of the gift would damage business relationships

## CONFIDENTIAL INFORMATION

Employees shall not use or attempt to use confidential information gained through their positions as public officials for financial gain.

- A. “Confidential information” is any information that is not generally available to the public. The obligation to keep such information confidential shall continue after the cessation of employment.

## CONFLICTS OF INTEREST

ORS Chapter 244 identifies and defines two types of conflicts of interest: An *actual* conflict of interest and a *potential* conflict of interest. As a public official, an employee is met with a conflict of interest when participating in official action which could or would result in a *financial* benefit or detriment to the employee, a relative of the employee or a business with which either is associated.

- A. ACTUAL CONFLICT OF INTEREST

An actual conflict of interest exists when the employee participates in action that *will result in financial gain or avoidance of financial detriment* for the employee, the employee’s relative or a business with which the employee or a relative of the employee is associated.

- B. POTENTIAL CONFLICT OF INTEREST

A potential conflict of interest exists when the employee participates in action that *could result in financial gain or avoidance of financial detriment* for the employee, a relative of that employee or a business with which the employee or the relative of that employee is associated.

- C. DISCLOSURE OF CONFLICTS OF INTEREST

Before conducting business on behalf of the District, employees shall disclose any *actual or potential* conflict of interest. In the event of an *actual* conflict of interest, the employee shall notify the Human Resources Manager or Library Director. In the event of a *potential* conflict of interest, the employee shall notify the Human Resources Manager or Library Director

- D. EVALUATION OF POTENTIAL CONFLICT OF INTEREST

The Human Resources Manager or Library Director shall review the information relating to any potential conflict of interest and shall take one of the following actions as they deem appropriate:

- Finding that no conflict or potential conflict exists;
- Finding that a conflict or potential conflict exists and that the situation resulting in such conflict should cease or not be permitted to proceed; or
- Referring the actual or potential conflict of interest to legal counsel for consideration.
- In all cases, the decision and/or recommendation shall be recorded.

## INTERPRETATION

Since this policy cannot describe all potential conflicts of interest or ethical issues that may arise, and its application may be uncertain at times, employees are encouraged to consult the Human Resources Manager or Library Director if they have any questions as to the applicability of this policy to a particular situation.

## MISREPRESENTATION

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As an employee, you should consider how you represent JCLS in your transactions and interactions. You should be careful not to misrepresent the organization's policies, practices, procedures, or prices, or misrepresent your status and authority to enter into agreements. You should also avoid using the organization's name, likeness, facilities, assets, resources, or the authority of your position with the organization for personal gain or private interests.

## COST CONSCIOUSNESS

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As a special district that operates with public funds, it is important for us to remember that we are also the public that we serve and that we have a responsibility to ourselves and our fellow taxpayers to use our resources wisely for the greatest benefit to our patrons.

Personal use of JCLS telephones, supplies, computers, software, photocopy or other equipment or services represents a direct cost to the public. JCLS not only expects all employees to be cost conscious when conducting business, but to use library services, supplies, and equipment for business purposes only.

## OUTSIDE EMPLOYMENT

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While employed at JCLS, you may not engage in outside employment that conflicts with the nature of the organization's business, competes with the organization, or that otherwise interferes with your ability to perform according to established standards of performance and work rules. Additionally, you may not work at an organization that conducts business with JCLS. During hours you are scheduled to work for JCLS or use company equipment for such purposes, you may not conduct any business connected with outside employment. Outside employment is allowed as long as it does not interfere with your ability to work your normal schedule. Outside employment must be disclosed on the Conflict of Interest Form.

Employees are not permitted to volunteer at JCLS.

## OFF-DUTY CONDUCT

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Generally, we regard off-duty activities of employees to be their own personal matters. However, certain types of off-duty activities concern us because of the potentially negative impact on the organization's reputation within the communities we serve. Therefore, employees who engage in or are associated with illegal or otherwise harmful conduct (*i.e.*, that which adversely affects the organization, its public image, or their own ability or credibility to carry out employment responsibilities) may be subject to corrective action, up to and including termination.

## SOLICITATION AND BULLETIN BOARDS

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To make sure employees aren't disturbed or interrupted while on work duty, we have established the following non-solicitation policy:

Individuals who are not employed at the organization may not solicit our employees or distribute literature on organization property at any time.

If you wish to solicit or distribute literature to other employees by or on behalf of any individual, organization, club, or society, you may do so only during times when you are on a rest or lunch break. You may solicit or distribute literature only to those employees who are also on a rest or lunch break. The distribution of literature in work areas is prohibited at all times, but you may place it in established break areas or lunchrooms.

Obscene, profane, or inflammatory items and political advertisements or solicitations are strictly prohibited.

You may not solicit, expect, or accept contributions from vendors, patrons, or anyone doing business with the organization.

You may not sell merchandise or collect funds of any kind without prior approval from the Human Resources Manager.

We use our organization bulletin boards to keep you up-to-date and to post notices and information required by law. We also use them to announce activities and other items of interest to employees. We ask that you check the bulletin board regularly to obtain information that may be important to you. Bulletin boards are to be used only for posting or distributing notices or announcements of a business nature that apply equally and are of interest to all employees or are directly concerned with organization business.

## WHISTLEBLOWER PROTECTIONS

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JCLS encourages any employee with knowledge of an illegal or dishonest company activity to report it to the Human Resources Manager. All such issues will be promptly investigated with the intent to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. Any employee wishing for more information can obtain further details from the Human Resources Manager.

If an employee has knowledge of or a concern about illegal or dishonest fraudulent activity, the employee should immediately contact the Human Resources Manager. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to corrective action, up to and including termination.

Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. Although someone's identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their due course, the privacy of the individual making the report will be protected to the extent possible. JCLS will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments as well as threats of physical harm. Any whistleblower who believes retaliation has occurred must contact the Human Resources Manager immediately. The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

## CONFIDENTIALITY

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### CONFIDENTIALITY OF RECORDS

JCLS follows Oregon state law, which exempts libraries from public disclosure of “the records of a library, including (a) circulation records, showing use of specific library material by a named person; (b) the name of a library patron together with the address or telephone number of the patron; and (c) the electronic mail address of a patron.”

**ORS 192.355 (23)**

### ORGANIZATION AND PATRONS

At JCLS, employees have access to highly confidential and proprietary information, including information about our business plans and customers. Our patrons trust us with confidential information and disclosing this information without authorization would have a materially adverse impact on our integrity and on our relationships with our customers. Employees must not disclose any information pertaining to the organization or its customers without prior explicit approval of their managers/supervisors and must sign a form stating such.

No organization records or information, including documents, files, records, computer files, and similar materials may be removed from our premises without permission from JCLS, except in the ordinary course of performing duties on behalf of JCLS. Additionally, the contents of organization records or information otherwise obtained in the course of doing business may not be disclosed to anyone except where required for a business purpose. This prohibition also applies to items posted in a blog or website. Employees are subject to appropriate corrective action, up to and including termination, for revealing confidential information.

### PRIVACY AND THE LAW

Privacy is essential to the exercise of free speech, free thought, and free association. Lack of privacy and confidentiality can essentially stop the freedom of choice, thereby suppressing access to ideas. The possibility of surveillance, whether direct or through access to records of speech, research and exploration, undermines a democratic society. In libraries, the right to privacy is the right to open inquiry without having the subject of one's interest examined or scrutinized by others.

Confidentiality of library records is a core value of librarianship. Confidentiality exists when a library is in possession of personally identifiable information (PII) about users and keeps that information private on their behalf. This includes such library-created records as, computer reservations, registration for equipment or

facilities, circulation records, web sites visited, or hold notices. One cannot exercise the right to read in any format if the possible consequences include damage to one's reputation, ostracism from the community or workplace, or criminal penalties. Consider patrons looking for a new job or information about rock climbing or skydiving; this is information that the current employer or insurance company might like to have. Choice requires both a varied selection and the assurance that one's choice is not monitored.

For libraries to flourish as centers for uninhibited access to information, librarians must stand behind their users' right to privacy and freedom of inquiry. Just as people who borrow murder mysteries are unlikely to be murderers, so those seeking information about terrorism are unlikely to be terrorists. Assuming a sinister motive based on library users' reading choices makes no sense and leads to fishing expeditions that both waste precious law enforcement resources and have the potential to chill Americans' inquiry into current events and public affairs.

The *American Library Association Code of Ethics* and *Library Bill of Rights* acknowledge the paramount importance of library patron privacy:

*"We protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted."*

*"The American Library Association affirms that rights of privacy are necessary for intellectual freedom and are fundamental to the ethics and practice of librarianship."* Privacy: an Interpretation of the Library Bill of Rights (2002)

## EMPLOYEE RECORDS

JCLS's philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of this information. Additionally, the organization will only collect personal information that is required to pursue its business operations and to comply with government reporting and disclosure requirements. Personal information collected by the organization includes employee names, addresses, telephone numbers, email addresses, emergency contact information, EEO data, social security numbers, date of birth, employment eligibility data, benefit plan enrollment information, which may include dependents' personal information, and school/college or certification credentials. All pre-employment inquiries, including reference check records, as well as former employee files are maintained in locked, separate areas and are not used by the organization in the course of business operations.

Personal employee information will be considered confidential and, as such, will be shared only as required and with those who have a need for access to such information. All hard copy records will be maintained in locked, secured areas with access limited to those who have a need for such access. Personal employee information used in business system applications will be protected under company proprietary electronic transmission and Virtual Private Network policies and security systems. Participants in benefit plans offered by JCLS should be aware that personal information will be shared with plan providers as required for claim handling or record keeping needs.

If an employee becomes aware of a breach in maintaining the confidentiality of any personal information, the employee should report the incident to the Human Resources Manager. The Human Resources Manager has the responsibility to investigate the incident and take corrective action. Please understand that the reasonableness of actions taken in these circumstances will be taken into consideration. Examples of the release of personal employee information that will not be considered a breach include the following:

- Release of partial employee birth dates (*i.e.*, day and month, which is not considered confidential and will be shared with supervisors/managers who elect to recognize employees on such dates).
- Personal telephone numbers or e-mail addresses may be distributed to supervisors/managers in order to facilitate company work schedules, business operations and safety protocols.

- Employee identifier information used in salary or budget planning, review processes, and for timekeeping purposes will be shared with supervisors/managers.
- Employees' company anniversary dates will be distributed to appropriate supervisors/managers periodically.
- Employee and dependent information may be distributed in accordance with open enrollment processes, for periodic benefit plan changes, or for benefit statement updates.

Should a security breach occur, you will be notified in writing as soon as possible.

Jackson County Library District  
Handbook Receipt Acknowledgment Form

As an employee of JCLS, I acknowledge the following:

I have been provided a copy of or given access to the Employee Handbook. I understand that the Handbook contains important information about JCLS's policies, work rules, and my benefits. I have both read and understood the information in the Handbook and have asked the Human Resources Manager for the clarification of any information I did not understand.

I acknowledge the Handbook is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment, the policies, rules, and benefits described in this Handbook; and that the current Handbook supersedes all prior handbooks, policies, and understandings related to the subjects it contains.

The Library Director and the Human Resources Manager are the only persons authorized to make changes to the Handbook and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is "at-will" and either the organization or I can end the relationship at any time, with or without reason or notice. The Library Director is the only person who has the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

Lastly, I am aware that I may be given confidential information during my employment, including customer lists, proprietary organization plans, and other information. I understand this information is critical to the success of JCLS and I agree not to disseminate or use it outside of the organization, even in the event of my separation, either voluntary or involuntary.

I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand.

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Employee Signature

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Date

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Print Employee's Name