

MINUTES FOR THE
JACKSON COUNTY LIBRARY DISTRICT
BOARD SPECIAL MEETING
June 2, 2016

1. Call to Order/Roll Call

The Jackson County Library District (JCLD) Special Session was opened by President Monica Weyhe on Thursday, June 2, 2016 at 9:34 a.m. in the Adams Meeting Room at the Medford Branch Library, 205 S. Central Avenue, Medford, Oregon. Roll call was taken and those Board Members present were:

Present

Monica Weyhe, President
Maureen Swift, Vice President
Carol Doty, Director
Jill Turner, Director
Susan Kiefer, Director
Mark Bartholomew, Legal Counsel

Also present

Lisa Marston, Executive Administrator
Tammy Westergard, Library Director
Susan Bloom, Access Services Coordinator
Amy Blossom, Ashland Branch Manager

2. New Business

Library Administration and Operations Agreement with Library Systems & Services, LLC

President Monica Weyhe briefed the Board that there were a couple of changes to the Agenda: Item 3, listed as an Executive Session, would not be needed; however, the Board would be discussing specifications for a draft Request for Proposals (RFP) for consulting services. Next, President Weyhe reported that the LS&S Committee would be speaking with Don Charlton, Managing Partner with Argosy and the LS&S Board Chair, on Friday, June 3, 2016. In addition, Dana Braccia, a Vice President with LS&S requested a meeting with the LS&S Committee between the 9th and 11th of July.

Director Jill Turner asked if the meeting with Ms. Braccia would be with the whole Board. Vice President Maureen Swift replied that Ms. Braccia had requested that the meeting involve the President and Vice President of JCLD, Library Director Tammy Westergard, and Access Services Coordinator Susan Bloom. Director Turner said that she understood that; however, a meeting like that would not provide transparency to the public. President Weyhe stated that it was appropriate for the LS&S Committee to have this type of meeting and assured her that all information would be shared with all Board members. Director Turner reiterated her point that this is public business and the Board needs to remember that. She hoped that, moving forward, these meetings would be held in a setting that allowed the public to observe; LS&S might not want their business to be made public, but their business is publicly funded.

At this time Director Carol Doty asked about the purpose of these meetings with LS&S because she was under the impression that there had been a Board consensus in a previous meeting stating that the LS&S Committee would not have any more meetings with LS&S unless the Board approved or requested a meeting. For the record, Director Doty stated she would not relinquish authority to speak with either Don Charlton or Dana Braccia about the same issues as the LS&S Committee was discussing with them. Continuing, she said it sounded like the purposes of the meetings were to request the same information that had already been asked for two or three times and that JCLD had already been told that they would not get those items. President Weyhe suggested that there is value in hearing what Don Charlton has to say, then bringing that discussion back to the Board. Sensing a feeling of mistrust among Board members, she stated that the only thing that the LS&S Committee has done is what was asked of them by the Board.

Director Doty replied that she was just clarifying what she wanted because things are becoming complicated. The staff (library) is getting dragged into things that they shouldn't have to be involved in; at this point, everything needs to be between the JCLD Board and LS&S. Since these are very important meetings, she shared her belief that they should be held in public with more than just the LS&S Committee involved.

Director Turner conceded that the committee process was the most efficient way of handling this, but it's not always the cleanest. Having these discussions with the full Board could get messy and she doubted that would be the contractor's preferred course of action; rather, she imagined that LS&S would want any discussions or proposals to be a private matter. JCLD is a public body, however; hence the conflict on how to make it work best. In her view, a lot of decisions the JCLD Board has made have been rushed; while she was not prepared to forego having an LS&S Committee, she does believe that more discussion needs to happen at the Board Retreat on how the Board wants to continue on these issues.

At this time Director Doty asked to make one more comment before she was done expressing her concerns. It had come to her attention that Ms. Braccia had directed LS&S library staff to compile a "fix it list" based off what was already compiled in March and to which Paul Colangelo had already responded; therefore, further discussion by the Committee seemed fruitless. Director Doty cited previous requests for organizational charts, among other requests, and in her view, they had already received a clear response from LS&S; so, what is it that the LS&S Committee would have to discuss at these meetings? President Weyhe said it was her belief that the items of concern would be the focus of these meetings. Director Turner agreed, while noting that a lot of little things had been brought up and she believed the Board needed to step back and consider the larger problems. She cited staff salaries as a priority. During the Strategic Planning process, she continued, it was determined that JCLD does not have enough librarians on staff to provide the support that the Strategic Plan calls for. She encouraged the Board to adopt a broader prospective rather than bringing up very small items that can be discussed internally. President Weyhe suggested that the RFP needs to go to a higher level than staff salaries because the backup documentation isn't available to support that conversation; in her view, the largest concern that needs to be discussed is the fact that a third of JCLD's funding leaves the County when it could be used to increase library services in the County.

Vice President Swift recalled that when Ms. Braccia approached her and President Weyhe about a face-to-face meeting, it was in the wake of a recent Board study session during which a total lack of trust in the administration of LS&S was vocalized. It was further explained to Ms. Braccia that LS&S has yet to take any action on JCLD's requests, burdening local library staff instead, which does not bode well for trust between the two parties. It is her belief that this meeting is Ms. Braccia's attempt to create a foundation of trust between the two parties; however, the fact that Ms. Braccia herself has reached out to library staff in this fashion clearly indicates that LS&S has no clue that LS&S is the problem.

Director Susan Kiefer expressed her concern that the information that JCLD had previously requested from LS&S is now being asked of local library staff. In her opinion, LS&S should already have this higher level information, not to mention that JCLD needs those employees to support the libraries not to do LS&S Administration's work for them. Vice President Swift agreed. Director Doty reiterated that this is why she was questioning the purposes of these meetings. She repeated that JCLD had already provided a list of concerns via email, on the phone and in person; every time we've dribbled out requests to LS&S, it seems only to further delay receiving that information.

President Weyhe suggested that further discussions be tabled until after tomorrow's teleconference with Mr. Charlton, as that teleconference could determine a lot moving forward. It was also reiterated by Vice President Swift that the meeting with Ms. Braccia in July would be a face to face meeting. President

Weyhe assured the rest of the Board that the Committee would make it clear to Mr. Charlton that JCLD continues to hold an unwavering interest in early termination of the LS&S contract; nevertheless, she emphasized the importance for JCLD to at least listen to what Mr. Charlton has to say.

3. RFP (Request for Proposal)

President Weyhe explained that she had tasked Lisa Marston, Executive Administrator, with researching and drafting an RFP that could be utilized by JCLD for acquiring a contractor to determine whether or not the “warranty” clause was being sufficiently met by LS&S. Ms. Marston stated that so far she was unable to find an example of something that would directly relate to JCLD’s current need, but she had found RFP’s with similar scopes of work. President Weyhe observed that there really isn’t a template for how libraries should be operating since so much depends on the funds available to each library system; nevertheless, she thinks the RFP will help determine what an excellent Jackson County Library District across all 15 libraries would look like, even if the consultant isn’t given access to LS&S’s financial or human resources information.

Mark Bartholomew, the Board’s legal counsel stated that, while he did not believe there was a provisionary standard, LS&S did place that warranty clause in the contract and it does mean something. Director Doty said she would like to see the apparent lack of trust between the contractor and their staff encompassed by the RFP, as this creates a very stressful situation for staff members. A third party coming in and interviewing them and forcing them to explain their personal take on the situation just elevates that stress level. She added, too, that JCLD at one time had biographies of everyone they were doing business with at LSSI. But those people are no longer the ones doing business with JCLD. It seems to her that LSSI has transitioned from being a library of knowledgeable staff with years of experience that promised partnership and collaboration to a different business philosophy, which is going directly against what JCLD wants. This, she suggested, is a direct violation of the warranty clause in her opinion and she would support an appropriately worded statement within the RFP to that effect.

Director Kiefer questioned where a partnership/collaboration was documented. She said, too, that while she understood the concerns about staff involvement, it is also important to recognize that they are LS&S employees and there isn’t much that can be done about that by JCLD for the time being. If LS&S chooses not to allow them to meet without a higher level corporate employee present, or if LS&S chooses to place them in uncomfortable positions, then that is up to LS&S.

Vice President Swift offered that while the partnership/collaboration isn’t in the contract, it does state in the Executive Summary of the LSSI proposals, which preceded the contract, that 82 communities nationwide enjoy a public/private partnership with LSSI. From the Executive Summary, Vice President Swift read, “...community leaders define their libraries policies, priorities and direction and LSSI operates these libraries within this local framework while centralizing and lowering the cost of overhead functions such as Human Resources and Accounting.” Director Kiefer agreed that there is a broad spectrum nationwide on how libraries should operate and JCLD needs to determine the local standards.

Library Director Tammy Westergard offered that, while the State of Oregon does not prescribe standards for public libraries, the Oregon Library Association has issued a recommended standard for public libraries. Oregon did not include the standards within the ORS’s because it didn’t want to adversely affect the ability of smaller libraries, incapable of meeting all state standards, to pursue federal and state grants. Ms. Westergard went on to explain that these standards fully encompass all library operations to include staffing and collections, among other things. Ms. Marston agreed that including the OLA standard in the RFP document would be beneficial. President Weyhe concurred.

Director Kiefer stressed that the JCLD Board needs to figure out what the RFP should say. Director Turner answered that she wanted the RFP to reflect the question as to whether or not LS&S is accomplishing the warranty portion of the contract. A follow up RFP could always be drafted to expand on other areas. President Weyhe suggested that a consultant would need to look at basically the same information, so they may as well answer all current questions rather than just one or two.

Director Doty expressed her view that the RFP needs to be used to determine whether or not LS&S is fulfilling the warranty. Vice President Swift agreed with Directors Turner and Doty that the warranty needed to be the first part of the RFP. She then suggested that the RFP could be structured to request an evaluation of the warranty that would be the focus of an initial draft report to be delivered to the Board perhaps in six weeks' time. Then, Part 2 of the RFP would work from these findings and focus on recommendations for the future. Director Kiefer didn't feel things were entirely clear yet in regards to what the RFP would have, and then referred to a proposal LS&S had recently provided that highlighted hiring staff, which she believed should already be included in the current contract.

President Weyhe stated that her goal is to have a well drafted RFP in July ahead of the JCLD Retreat. Ms. Marston asked if any Board members would like to assist and Director Kiefer volunteered. Director Turner agreed that the next steps would be to draft an RFP in preparation for July's meetings; in the meantime, however, bills need to be paid. This prompted a discussion about the minimum wage increase and the RCC Polaris seats and how best to conduct business while these issues remained unsettled.

BREAK: It was suggested that a break be taken at this time as there were a couple of questions regarding the legalities of paying or holding off on any payments to LS&S. At 10:23 a.m., President Weyhe called the Board back into session.

President Weyhe recapped the topics being discussed prior to the break and then turned the floor over to Mr. Bartholomew.

Mr. Bartholomew clarified the two questions as he understood them: First off, what is to be paid for the wage increase. As the contract states, the District is responsible for paying the amount listed on the monthly LS&S invoice (1/12 of the total contract plus a 3% annual increase). Answering a question from Director Kiefer, Mr. Bartholomew stated that, yes, JCLD has the ability to request information concerning the minimum wage increase from LS&S; he was just answering the question as to what and when the invoice has to be paid.

With regard to the offset for the RCC Polaris seats, Mr. Bartholomew said he would check in with President Weyhe upon returning from vacation. Director Doty asked who would be writing that letter and Mr. Bartholomew answered by recommending that they be two separate letters.

Next, there was some discussion about how LS&S is paid and how to handle paying the invoice if it includes the minimum wage increase, but with no backup documentation. Mr. Bartholomew suggested we wait until we receive the invoice; if there was paperwork within the invoice that clarified the funds being requested, then fine; if not, then we would know what questions needed to be asked. Mr. Bartholomew stated he wasn't sure how formal it needed to be, whether it could be by phone or via email; but if a letter was warranted, then he would write a letter. President Weyhe reminded the Board that she had specifically requested the minimum wage increase information by email twice without any of that information being provided. Vice President Swift confirmed this to which Mr. Bartholomew responded by saying that maybe a more formal request was warranted.

Director Doty made a motion for Mr. Bartholomew to write a letter. The motion failed for lack of a second. The consensus, it seemed, was to have the invoice in hand prior to writing any kind of a letter. Vice President Swift then suggested that a phone call requesting additional backup information might be in order once JCLD is in receipt of the invoice, adding that any member of the Board could make contact with LS&S about the documentation, but that she was more than willing to be the one that made the call if she was available.

In closing, President Weyhe stated that all of the concerns that the Board had brought up would be addressed.

5. Adjournment
President Weyhe adjourned the JCLD Board Special Meeting at 11:14 a.m.

/s/ Donovan Edwards
Recorder

Approved – July 14, 2016