



**JACKSON COUNTY LIBRARY DISTRICT (JCLD)**  
**REGULAR BOARD MEETING AGENDA**  
**Board Meeting Room, Medford Branch Library**  
**205 S Central Ave, Medford, OR**  
**Dial 1-669-900-6833 to attend by phone**  
**Enter Meeting ID (access code): 965 9527 6734**  
**Or, click the link below to attend using Zoom:**  
<https://zoom.us/j/96595276734>  
**September 18, 2023, at 4:00 p.m.**

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**CALL TO ORDER/ROLL CALL**

**LAND ACKNOWLEDGEMENT**

**INTRODUCTIONS / PROCLAMATIONS**

Banned Books Week October 1-7, 2023

**AGENDA AMENDMENTS AND APPROVAL**

**CONSENT AGENDA**

1. August 21, 2023 JCLD Board Meeting Minutes.....1

**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)**

2. Library Director – Kari May.....4
3. Jackson County Library Foundation – Ginny Auer.....11

**UNFINISHED BUSINESS (Inform/Discuss/Action)**

4. Fiscal Year End Annual Report – Thomas McLanahan.....12

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

5. SOHS Contract Amendment – Kari May.....17
6. Award of Facilities Master Plan Contract – Kelda Vath.....28
7. Staff Climate Executive Summary – Kari May & Brynn Fogerty.....32
8. Paid Leave Oregon Policy – Brynn Fogerty.....38

**COMMITTEE AND BOARD MEMBER REPORTS (Inform)**

**ADJOURNMENT**

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**FUTURE MEETINGS/EVENTS/OBSERVANCES:**

September 20, 2023 – SDAO Board Relations, Ethics, and Expectations Training Klamath Falls, OR  
October 16, 2023 – JCLD Regular Board Meeting  
October 18, 2023 - JCLD/JCLF Board Joint Meeting  
JCLD Board Work Session - October, dates TBD

*The Jackson County Library District Board meets regularly at 4:00 p.m. on the third Monday of every month at the Medford Library in the Board Conference Room, unless otherwise noticed. You may find proposed agendas and prior meeting minutes at [www.jcls.org](http://www.jcls.org). If you have further questions or would like to be added to the email notification list, please contact Val Nowak at 541-774-6406 or [vnowak@jcls.org](mailto:vnowak@jcls.org).*

*If a physical accommodation is needed to participate in a Jackson County Library District meeting, please contact Val Nowak at 541-774-6406. Notification of at least 48 hours prior to the meeting, preferably in writing, will assist us in providing reasonable accommodation.*



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## MINUTES

### ATTENDEES

Present at the meeting were: Board Members Viki Brown (President), Kim Young (Vice President), Susan Kiefer, Marissa Barrientos Shepherd, and Kevin Keating.

Additional attendees: Kelda Vath (Assistant Director, Support Services), Joan Vigil (Assistant Director, Public Services), Brynn Fogerty (HR Manager), Ginny Auer (Foundation Executive Director), Thomas McLanahan (Finance Manager), Jacquelyn Bunick (Legal Counsel), and Val Nowak (Executive Assistant). Library Director Kari May was absent.

### CALL TO ORDER/ROLL CALL

President Brown called the meeting to order at 4:00 p.m. Roll call was taken, and the Land Acknowledgement read.

### INTRODUCTIONS / PROCLAMATIONS

None

### CONSENT AGENDA

Director Brown noted that there would not be an executive session held at the meeting.

**MOTION:** Director Kiefer moved that the meeting agenda and consent items be approved as presented. Director Keating seconded, and the motion was approved unanimously.

### ORAL REQUESTS AND COMMUNICATIONS FROM AUDIENCE

None.

### REPORTS

#### Library Director's Report

Assistant Directors Vath and Vigil presented highlights from the Director's Report. Vigil talked about the Stuffed Animal Sleepover that took place in Central Point, which was very popular. The Board commented that the program was very cute. Eagle Point participated in the Star Spangled Everything Fair, which resulted in almost 700 interactions. Director Brown attended the event and noted that it was nice to have the library involved.

Director Vath discussed the reclassification of graphic novels, which will gather them under one collection and make them easier for patrons to find. She also highlighted the search engine update as well as the accessibility enhancements found on both the JCLS website and catalog.

Director Young then asked how many days the Ashland Library had needed to close due to the HVAC issue. When Director Vath confirmed that the library had been closed three days, Director Keating asked if the HVAC repair company could reimburse the district for the loss of services.

#### FY 2023 Annual Financial Report

Finance Manager Thomas McLanahan presented an overview of the financial report. Director Young asked why the utilities had come in so below budget, especially with the hours increasing. McLanahan could not speak as to why

the amount had been estimated, but that he would look into it and that historical data would be taken into account. Director Keating asked why the grants amounts were higher than what was budgeted. More grants had been applied for and were received than were anticipated. It is unknown as to whether this will be consistent in the future. The Board discussed the report and agreed to table the approval. Young noted that she would email further questions to McLanahan to answer at his convenience.

**MOTION:** Director Keating moved to table the agenda item until a future meeting. Director Kiefer seconded, and the motion was approved unanimously.

### **Statistical and Strategic Plan Report**

Assistant Director Vath provided an overview of the statistics recorded from the past six months. Kiefer asked if it was known why circulation went down in June; Vath replied that it was possibly due to the Ashland HVAC closure. Director Shepherd noted the progress seen post-pandemic has been notable.

The Board then briefly discussed WI-FI access at the branches. Currently, access is enabled 24/7. Director Keating asked if it would be appropriate to turn it off from 2:00-6:00am. Vath noted that it is difficult to determine if there is significant use of the service in the later hours. Brown noted that, especially in the rural branches where internet access is limited, it is vital that WIFI be available at the library.

The Board also discussed the Library of Things. Director Keating asked if there was any way to tell if the wait times for items prevented any reservations, and whether it was possible for the Library to purchase multiples of popular items. Vath explained the reasoning behind a reservation versus a hold, and that it enabled patrons to request an item during the time that it was needed. While the Library of Things catalog is currently housed in MyTurn, JCLS is looking into whether it will be possible in the future to incorporate it into Aspen/Koha.

The report concluded with a brief discussion regarding the definition of a social services referral, and what a typical referral looks like. The Board expressed interest in a more thorough overview of the department's services at a future meeting.

### **UNFINISHED BUSINESS**

None.

### **NEW BUSINESS**

#### **Facilities Master Plan**

Vath updated the Board on the RFP process for the Facilities Master Plan. The Facilities Committee met to evaluate the two proposals submitted. Once the scoring process is finished, a Notice of Intent to Award will be issued, likely in late August. A contract will be brought to the Board at a future meeting.

Director Kiefer noted that both of the proposals are very different, and that each of them are strong contenders. Each of the proposals came in over the estimated amount.

### **COMMITTEE AND BOARD MEMBER REPORTS**

Kiefer noted that the Ashland HVAC project continues but should wrap up on schedule. Brown asked regarding a timeline for other HVAC timelines for other branches. Kiefer replied that it would be discussed as part of the Facilities Master Plan, and that a meeting with the County will be upcoming as well.

On behalf of the Finance and Statistics Committee, Director Young noted that a data and analytics position will be posted for the District soon.

Director Brown announced that an Ad-Hoc Director's Evaluation Committee had been formed. Directors Brown and Kiefer, along with Library Director Kari May, will work to organize the director's evaluation process for 2024. Brown also noted that there will be upcoming work sessions to discuss the board self-evaluation as well as SDAO roles and responsibilities for Board Members.

### **FUTURE MEETINGS/EVENTS/OBSERVANCES**

Director Brown commented that JCLS Staff Day is September 15 in Ashland. Board Members are welcome to attend.

### **ADJOURN**

President Brown adjourned the meeting at 5:02 p.m.

/s/ Val Nowak

Recording Secretary



## Director's Report September 2023

### *Special Highlights*

#### ***Unofficial Battle of the Books (UBOB)***

August saw the final push for Summer Reading promotion with the advertising season winding down. Before turning attention fully to Rogue Reads, however, the Marketing team was excited to work on a new reading initiative and challenge developed by the JCLS Outreach department: the Unofficial Battle of the Books (UBOB).

Oregon Battle of the Books (OBOB) is a statewide voluntary reading motivation and comprehension program sponsored by the Oregon Association of School Libraries in conjunction with a Library Services and Technology Act grant. In past years, JCLS has engaged with OBOB through the generosity of the Ashland Library Friends at the Ashland Library. This year, with support across the organization including the Ashland Library staff, Marketing Department, Education Services, Collection Development, Technical Services, and IT – JCLS is excited to announce The JCLS Unofficial Battle of the Books.

The program officially launched this month, already surpassing its target metric of 100 sign-ups. UBOB includes a Beanstack Challenge, promotional materials, and prizes for readers. Education Services worked closely with Marketing to redesign the JCLS Education Services webpage, adding in a digital Educator's Request Form and UBOB book highlights for educators.

The Marketing team developed a wealth of promotional materials as well as a guidebook and passport for patrons to use to track their progress. Like Summer Reading and Rogue Reads, the challenge also utilizes the Beanstack platform for tracking. Three different UBOB challenges launched in Beanstack on August 15 (one for each booklist). Optional physical guides/passports are available at branches, giving readers another fun way to track their progress. When a reader has finished a book, they can bring their passport to any branch to get it stamped. This program for individual readers runs for the whole school year — from August 15, 2023 to May 15, 2024. UBOB uses the current book lists provided through Oregon Battle of the Books and encourages patrons of all ages to read 5 books from any one booklist to earn an exclusive UBOB pin.





Collection Development has made sure to purchase ample copies of all the titles, in physical and digital formats, so that more Jackson County students can participate. Patrons can also request OBOB Book kits, which contain copies of each title for each grade level, and there are bags for each of the grade categories; 3-5, 6-9, and 9-12.

JCLS UBOB blog post: <https://jcls.org/2023/09/05/oregon-battle-of-the-books/>

JCLS UBOB website page: <https://jcls.org/battle/>

Other Press Releases:

September Big Ideas Discussion Series: <https://jcls.org/2023/08/29/big-ideas/>



## Public Services

### Summer Reading Wrap Up

Summer Reading invited Jackson County residents to “level up” this summer, and the community met the challenge. Many of the programs took the concept of gaming and incorporated the many ways in which games – whether in video, board, tabletop, or any other format – can increase learning opportunities through fun. This tied in nicely with the addition of the video game collection that strategically launched at the start of the summer.



JCLS took the concept of “leveling up” one step further, though. Participants were challenged to gain new skills in the areas of arts and crafts, storytelling, music, STEM, and career development. This summer, patrons – especially school-aged patrons – took full advantage of the opportunity to learn and grow, setting them up for success in the months to come.

August saw the last of SRP programming, and branches did their best to end things on a high note. Tyler Spencer’s Australian Didgeridoo Performances educated and entertained audiences in Central Point, Ruch, Talent, Eagle Point and Shady Cove. In addition to performing, Spencer taught patrons the instrument’s history, how they are made, the symbols used in decoration, and how he became interested in playing the didgeridoo. Audiences loved the program and had fun playing their own didgeridoos made from PVC pipe.

Wildlife Images wrapped up their tour of JCLS branches in August. Animal lovers in Central Point and Rogue River met a wallaby, a turkey vulture, and a great horned owl, and Gold Hill patrons took turns feeding a llama. In Butte Falls, so many people attended that they could not fit everyone inside. Branch Manager Shone Ellis got creative and took the program outside in the shade, where attendees learned about the possum and skunk ambassadors in their natural habitat.



Ashland Children’s has been focusing on STEM programming throughout the summer with their Level Up Club. In August, a program encouraged young

patrons to design and test their own parachutes. The science fun continued, as a partnership with ScienceWorks brought several STEM programs to older kids. Ashland Children’s hosted the *Be a Physicist!* Program, which gave children the opportunity to take on the role of a scientist and investigate different forms of energy. They put that knowledge to the test by using principles of physics to solve real-world problems. ScienceWorks then visited Medford to present the first in a quartet of Mission2Mars programs. Kids who attended learned about NASA’s Project Artemis, made scale models of the solar system, engaged in an experiment on gravitational pulls on objects in space, and made their own paper Mars helicopters.



## Bear Creek

Branches throughout the Bear Creek region are busy implementing strategies to foster progress towards the systemwide goal of increasing physical circulation. In Ashland, Adult Services staff added shelf markers to the beginning of each Dewey decade in Adult Nonfiction. Many patrons, especially those who are not frequent library users, are confused by the Dewey Decimal System and sometimes give up before they find what they're looking for. These graphic signs make browsing more intuitive and help to demystify the library's organizational systems. Ashland joins several other branches in adding these shelf talkers.

In Phoenix, Library Associate Parsina Dias bundled together children's books focused around popular themes such as cars, animals, and fairytales. This allows young patrons and their families to easily check out several books on one topic – an at-home storytime ready to go!



Talent focused their efforts on creating intentional book displays for each section of the library. Library Associate Erica Rische-Baird created a Summer Display, which included books, photos from earlier programs held this summer, and pictures that young patrons drew, using the theme of "A Portrait of Me in Summer." Library Specialist Athena Allemand curated an adult section entitled "Destination Reads," with each book set in a different locale. Library Associate Andrew Grimsby curated a kid's section which highlighted books about soccer in honor of the Women's World Cup. The final two sections on Australia and Legos were both curated by branch manager Patrick Mathewes to coincide with the programming offered in the branch that month. These displays in particular have been very popular, with patrons expressing gratitude that they are easily able to find materials to delve deeper into the subjects introduced in the programs.



## Central Area

The Medford Teen department offered a couple of different programs to end out the summer with a high dose of fun. First, they offered a Mario Kart Tournament, which was a massive success. Two tournaments were run, and there was a full bracket system to determine the winners. After battling it out on the gaming systems, the winners each received a golden race car to take home as a trophy. Later, the department hosted a Perler Bead Keychain program, where teens created video game character keychains to take with them as the school year begins.



In Adult Services, Librarians Kayla Samnath and Spencer Ellis continued to take programming on the road at the Rogue River Estates. This month, they brought paint, pens, sharpies, ribbon, foam shapes, and stickers for the patrons to design and decorate personalized picture frames. Attendees expressed an interest in doing rock painting or luminary crafts at future outreach events, and staff look forward to preparing activities based on these suggestions.



At their monthly visit to the Jackson County Juvenile Detention Center to meet with youth in the Barriers 2 Bridges program, Community Librarian Evelyn Lorence and Adult Services Librarian Kayla Samnath wrapped up their summer programming. This month's project allowed the kids to get creative designing postcards from their favorite fictional world. The assignment required them to design the photo on the front, address the postcard correctly, and to write a short friendly letter to whomever they liked. Afterward, Lorence and Samnath awarded







prizes to the winners of the Summer Reading Program. One of the students was about to graduate from the program and was very excited to end his time on such a positive note.

Staff from the Central Point and White City Libraries met with representatives from ScienceWorks to discuss a possible collaboration in the library Spark Spaces. Library staff may soon take a field trip to the museum to learn about some of their STEM programming, and there will likely be exhibits and programming from ScienceWorks presented in the Spark Spaces soon.

### Lower Rogue

Many of Applegate's young patrons started school on August 28<sup>th</sup>, and staff decided to have the end of SRP party a week early to celebrate the end of summer. Winners of the program were awarded prizes while patrons snacked on cake and ice cream served by Friends president Diana Coogle.

Veggie enthusiasts flocked to the Gold Hill Library to attend the Hearty Summer Salad program offered by Sarah Lemon on August 5<sup>th</sup>. Sarah demonstrated how to make three different salads with fresh seasonal produce, and all the participants got a taste before heading home with the recipes, which are sure to be in their kitchen rotations soon.

Continuing the Jacksonville branch's tradition of encouraging local organizations to use its large display area, the local chapter of the Scouts installed their treasures during the month of August. The exhibit has a little bit of everything — ranging from camping gear they use on their outdoor adventures to objects representing their recent service projects.

Inside the branch, staff welcomed local Larry Smith to discuss his newly published book *Jacksonville's Emerald Necklace*. Smith is a minor celebrity in Jacksonville, having taught at Jacksonville Elementary School for 40 years, initiating the creation of the Jacksonville Woodlands Association, and even having taken a pivotal role in the siting and construction of the current library building. Attendees, many of whom were former students and trail crew workers, enjoyed reconnecting with their teacher and friend.

Yoga instructor Lori Sours concluded a 5-week long Chair Yoga class at the Jacksonville Library. Throughout the series, participants have approached branch staff to ask if the class could be ongoing at the Library. It clearly has filled a need for folks who are looking for a gentle way to move their bodies.

Rogue River celebrated "Read a Romance Month" and "What Will Be Your Legacy Month," with two displays that were very well received by patrons and staff.

### Upper Rogue

On August 12, the Butte Falls team participated in an outreach event for the Butte Falls Fire Department's Annual Fireman's BBQ Fundraiser, where they enjoyed connecting with patrons both familiar and new. During the event, eight community members signed up for new library cards, and staff look forward to seeing them in the branch soon.

Branch Manager Shone Ellis and Library Associate Katie Misfeldt rose to the occasion when they received a last-minute invitation to join in the Butte Falls Charter School in-service day. They introduced themselves to the approximately 50 staff members in attendance, and presented an overview of the services and





resources JCLS has available. The event gave the Butte Falls team an opportunity set up storytimes, a monthly arts/crafts program at the elementary school, and a weekly Storytime with the Learning Tree Preschool.

Eagle Point has seen an increase in the numbers of patrons attending the weekly Babies and Wobblers Storytimes. Library Specialist Jenna Steigleder and Library Associate Hailey Graybill travelled to Central Point, where the program has been well-established for a while. They observed the program and then collaborated with branch staff to receive some additional Storytime training and brainstormed ideas they could bring to the programs in Eagle Point.

Prospect staff provided two Take & Make crafts this month: a Friendly Firefly and a Bigfoot Library Card Lanyard. One of the eager young crafting patrons decided to skip the “take” and sat down to make a cute firefly right in the library with the assistance of Branch Manager April Bozada-Armstrong. While they crafted, they discussed facts about fireflies. This included the fact that they are not actually flies, but beetles, and go by many different names, depending on the region. Many patrons who came to pick up the crafts also browsed the titles about insects on display nearby.

Shady Cove patrons leveled up their Archaeology and Paleontology skills with Library Associate Sydney Salisburg. They learned about the tools and techniques used by experts, and at the end of the presentation, kids put their learning to use by carefully chipping away at a model dinosaur fossil using a chisel and brush. As a special surprise, the patrons got to meet a living dinosaur: Ivy the tortoise. Resource Specialist Anna Rands introduced Ivy to the attendees, and adults and kids all enjoyed seeing and learning about her.

The White City Spanish Conversations group kicked off their first meeting and played a game of Monopoly in Spanish, which gave them a fun way to brush up on their vocabulary skills. They chose to play Monopoly because it gave opportunities to practice words and phrases related to numbers and purchasing, as well as making change and describing place names.

### Social Services

The Social Services Team has been spending time in August planning programs that are both interesting and useful to the patrons. In addition to hosting programs in partnership with local organizations, they have also been working on various art programs and other events centered around mental health and wellness.

While the department looks to connect with more locally-based care agencies, the team is also expanding upon established partnerships. Staff have been working closely with Asante Medical, which is helping to strengthen patrons’ access to medical referrals and provider resources.

A highlight for this month has been helping a veteran who was at risk of homelessness. Social Services staff helped him to connect with resources to supplement his rent so that he was able to stay in his home of 20 years. The Veteran was astonished at the amount of help and resources that are available for those who have served their country and has found a great primary care provider and access to mental health care.

### Outreach

The vehicle used by the Outreach department has been transformed from a boring white into an eye-catching bigfoot-emblazoned mint green masterpiece! JCLS Marketing Manager Ryan Bradley designed the wrapping, and staff are ready to hit the road bringing library services in style.



## Business Librarian

One notable event this month was the Rogue River Chamber Greeters held at Rogue River Library. Thirty attendees made for a very full house in the library's meeting room, including Business Librarian Roslyn Donald, Area Manager David Haywood, and Library Director Kari May. Several attendees said they did not know the library had a meeting room and at least one person signed up for a card.

The Upper Rogue Chamber of Commerce had an evening social event at the Eagle Point Branch. Donald attended, along with Specialist Jenna Steigleder and Library Associate Sam Caredig. Caredig has been representing the Eagle Point Branch at the monthly Chamber meetings, and the event provided a good opportunity for staff to meet and make contacts with local community members at their own branch.

## DART

Despite having to cancel some events due to smoky conditions, DART still had 281 attendees at regular visits and two special events, including the Rogue Community College Open House at the Riverside Campus in Medford.

DART joined Prospect Library staff at the annual Prospect Jamboree and Timber Carnival. Jamboree vendors were grateful to have access to the free wi-fi the van provides. Staff took the opportunity to greet familiar faces, meet new folks, and highlight some of the quirkier local finds on the library shelves, including two locally compiled cookbooks from past Jamborees.



## Digital Services

While the weather saw in-person Digital Services requests decline slightly in August, staff still stayed plenty busy with other programming. They presented a course on iPhone and iPad basics to a packed room at the Ashland Senior Center, and later received a warm thank-you note from ASC Coordinator Natalie Mettler: "We love collaborating with you on offering digital education for older adults and look forward to many more successful sessions!"



## Education Services

Education Services staff are busy with back-to-school outreach. Community Librarian Evelyn Lorence and Education Services Specialist Stephanie Polendey participated in Maslow's Back-to-School event, bringing library resources and homework help packets to families and teens experiencing housing instability. They also attended Back to School Night at Ruch Outdoor Community School with Ruch Branch Manager Megan Pinder, focusing on Ruch specific programming and UBOB.

The team created an Introduction to Education Services presentation, intended to educate library staff about the programming modules that Education Services offers during the school year, and highlight the [Education Resources webpage](#) and Educator Request Form. This presentation was given to two branches who are already engaged in active conversation with schools, and staff are looking forward to further collaboration while serving their local schools.

## Outreach to Child Care

Library Specialists Emily Hawks and Kateri Warnick attended the Head Start Pre-Service event to distribute information about OCC services. While there, they were presented with an appreciation award for being outstanding community partners. They continue to serve nearly 1,000 children at 34 sites throughout the month.

## ***Finance***

The audit process is going well and has provided the new team with many great opportunities to dive deeper into the District's accounts and systems while performing fieldwork selections and the other necessary reports. The fiscal year is off to a good start, and the department is working on streamlining internal processes.

## ***Human Resources***

Staff Day will be held on Friday, September 15th, at Southern Oregon University. The Staff Day Committee spent the past six months putting together a full day of programming built around the theme of "Watershed Moments." Keynote Speaker Bobbi Newman's presentation will focus on workplace wellness. In the afternoon, staff will disperse into two breakout sessions. Swag bags with appreciation items funded by the Jackson County Library Foundation will be given out at the event, along with a JCLS t-shirt.

Volunteer Coordinator Asela Kemper updated and relaunched the volunteer web page. She sent a form to supervisors to gauge the need for new volunteers throughout the system. Those new opportunities were posted on the web page, and any interested patrons are encouraged to apply. After volunteers have been recruited, they will go through a brief interview followed by assignment, orientation, and training.

## ***Support Services***

### **Collection Development**

Collection Development staff have continued to visit branches on a regular basis. The team presented their State of the Collection Report to Library Director Kari May, and Assistant Directors Kelda Vath and Joan Vigil. This report synthesized what they learned from their branch visits and included collection data analysis. Their goal for the report was to elicit input from leadership on next steps to address their findings.

The Library of Things Task Force wrapped up their major project, which was to create guidelines for accepting donations, general selection, weeding, and maintenance of the collection. These guidelines have been finalized and will be used moving forward as the Library of Things collection evolves.

JCLS received a generous donation of children's board books from the Cow Creek Band of Umpqua Tribe that teach the Takelma language. These new titles are currently being cataloged and will soon be on library shelves.

### **Technical Services**

Increased efficiencies abound in the Technical Services Department. In August, the Acquisitions Team reviewed procedures for handling the cleanup of vendor-cancelled orders with patron holds. Several new processes have been put into place to provide better customer service to patrons who have been waiting unduly long for their requested print materials.

The Circulation Committee and Technical Services Manager Ashley Johnson launched new procedures to check for missing items. The new and improved Systemwide Shelf Checks report is now sent weekly to every branch, and procedures have been updated to maintain the records for items that have been missing from the collection for many months. These new procedures will help to keep the ILS database tidy and improve customer service for patrons who are waiting for an item that is missing.



## **Executive Director's Report – September 2023**

In July, August, and the first half of September, the Foundation has seen a 30% increase in donations compared to this time last year. This is partially due to the success of the Library Giving Day Campaign last April, which continues to attract new donors. There is also an anonymous donor who gives to the Dolly Parton Imagination Library through the Foundation each year and has given another gift this month.

In late August, Foundation Board member, Nathan Galvin, a digital marketing expert with Ganett USA Today, helped the Foundation begin a Facebook ad campaign and sign up for the Google Ad grants.

Ginny continues to work with Carl Bloom Associates to put the Giving Tuesday and Year-end campaign together. This year, the campaign will include acquisition just as our Library Giving Day did.

The Foundation Fundraising Committee is in the planning stages of raising community awareness and monetary support to fund the Phoenix Pollinator Garden and Beehive project. We are awaiting further details from the Library to put that into action.

To date, Ginny has written 3 grants and 1 letter of interest pursuing funding for the project. Pacific Power declined our request for \$5000 stating they had more requests than funds and they are shifting priorities. The Chaney Family Foundation request for \$5000 has moved the application forward and will do a site visit in October. The Carpenter Foundation request for \$15,000 has been submitted and the application has moved to the next phase. They will meet with the Foundation on September 21. A letter of inquiry has been submitted to the Healy Foundation and we are waiting to hear if our project is a good fit for their funding priorities. Ginny is also in conversations with the Gordon Elwood Foundation, the Ford Family Foundation and Roundhouse Foundation regarding applications for the Pollinator Garden.

An application to the Oregon Community Foundation's Thriving Entrepreneur Grant was submitted through the Foundation by JCLS Business Librarian Roslyn Donald. If the request for \$13,300 is approved, it will fund Cell-Ed, a program to support our local farmworkers. Assistant Director Joan Vigil also submitted a non-competing grant to Pacific Power requesting funding for charging stations at Shady Cove, Jacksonville and Applegate branches. The grant is for \$15,000 for each branch totaling \$45,000. The Foundation anticipates notification for these grants sometime in November.

Beverly Maston, the Foundation's new Administrative Assistant began working on August 14th. She has extensive experience with customer service and data systems.

The Foundation has three new board members: Jeanett Marquez, Chloe Bostwick, and Sue Collins. Jeanett Marquez lives in the Applegate valley and is Project Manager for the Rogue Valley Manor. Chloe Bostwick has lived in the Rogue Valley for nearly 30 years. She works with the Central Point Police Department as an evidence technician and helps with the DARE program fundraiser each year. Sue Collins brings over 40 years of experience in the education and technology fields. She is well-known for her ability to bridge education, technology, and policy. In 2000, she was appointed by President Clinton to the Web-based Education Commission and was named by eSchoolNews as one of the top 30 movers and shakers in education. Sue now resides in Medford, OR. Please help us welcome Beverly, Jeanett, Chloe and Sue!





August 21, 2023

**Title:** Finance Report

**From:** Thomas McLanahan, Finance Manager

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**Recommendation:**

The Finance Committee recommends that the JCLD Board accept the FY23 Finance Report as presented.

**Budget Impacts:**

The District runs on an accrual basis of accounting. Payables are added to the books as invoices are received and paid within a two-week window. Payroll is also run on a bi-weekly basis. For the purposes of this report, payroll through 6/30/2023 has been included in this report.

At year-end, the District's adopted budget was reasonably close to actual expenditures, with FY23 actual expenses closing just 14% less than approved. Overall, the financials are compliant and in good standing for fiscal year 2023. The ending balance in the General Fund is \$9.4M, well above the \$4.5M requirement per policy. JCLD is in a strong financial position.

In the General Fund, **revenues** were on target for the year. Interest rate increases throughout the year resulted in higher-than-budgeted interest income.

**Personnel costs** came in closer to target at 7% under budget. Being open the whole year and increasing staff related to expanded hours raised personnel expenses. The hours expansion started in December with Ashland and Medford, increasing their days of operation to seven days a week. Expansion completed on April 10, 2023, with 30% more service hours across the system. With budgeted wage increases and a full year of operating with the expanded hours, the District should be even closer to target in the new fiscal year.

**Library Materials** closed at 89% of budget, with some end-of-year orders being encumbered but not received by fiscal year end June 30, 2023.

**Materials and Services** expenses were 10% under budget. The unplanned-for addition of security at the Medford Library, as well as major contracts with the County and Pathways, were offset by utility and various other services coming in considerably under budget.

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**Capital Outlay** is budgeted in the case of an expense arising that can be depreciated as a capital expense. There was no such expense in the 2023 fiscal year.

**Contingency** funds were budgeted at \$680,000 and remained unused at FY23 close.

The **Capital Improvement Fund** came in significantly under budget, using only 34% of the \$1,170,000 budgeted amount. This is primarily because \$373,000 of the Ashland HVAC cost was charged to Miscellaneous Grants to close out the balance of the Lindberg note. Staff continue to prioritize spending restricted funds when applicable.

**Grant** revenues received by the District totaled \$401,013, which is over the budgeted amount by \$151,013. Generous support from the Foundation, Friends groups, and numerous miscellaneous grants such as Ready to Read, Hulburt and those for Social Services, accounted for the increased revenue. Most grant expenditures are for programs and supplies at each branch. The Lindberg note has been closed.

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

The presentation of these financial statements follows Policy 2-1 “Financial Management” which states that the District’s Finance Manager is responsible for preparing financial reports for the Board detailing year-to-date revenues and expenditures.

**Background and Additional Information:**

The yearly financial report includes information through June 30<sup>th</sup>, 2023, and has been reviewed by the Finance Committee. Data was pulled on August 10, 2023, from the District’s accounting software. All adjustments have been made to the fiscal year 2022-2023 books and they have been closed and submitted for audit. Auditors may make edits to the 23FY ledger correcting minor coding errors discovered throughout the audit process. If any impactful corrections are needed, the Finance Department will report them to the Board.

**Attachments:**

Fiscal year 2023 financial report PDF.

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**Jackson County Library District**  
**General Fund - In Fund Balance: Budget & Actual**

		Budget		Actual	Variance	%
		Adopted	Final			
Revenues						
	Property taxes	12,013,936.00	12,013,936.00	12,061,963.20	48,027.20	100%
	Grants and donations	10,000.00	10,000.00	129,178.56	119,178.56	1292%
	Charges for services	2,500.00	2,500.00	-	(2,500.00)	0%
	Fines and fees	25,000.00	25,000.00	30,329.19	5,329.19	121%
	Earnings on investments	200,000.00	200,000.00	331,678.52	131,678.52	166%
	Miscellaneous	-	-	61,646.04	61,646.04	
Total Revenue		12,251,436.00	12,251,436.00	12,614,795.51	363,359.51	103%
Expenditures						
	Personnel Costs	9,109,005.00	9,109,005.00	8,462,967.46	646,037.54	93%
	Library Materials	1,555,000.00	1,555,000.00	1,387,782.29	167,217.71	89%
	Materials and Services	3,442,011.00	3,442,011.00	3,093,730.28	348,280.72	90%
	Capital Outlay	250,000.00	250,000.00	168.22	249,831.78	0%
	Contingency	680,000.00	680,000.00	-	680,000.00	0%
Total Expenditures		15,036,016.00	15,036,016.00	12,944,648.25	2,091,367.75	86%
Excess Rev over Exp		(2,784,580.00)	(2,784,580.00)	(329,852.74)	(1,728,008.24)	12%
Other Financing Sources:						
	Transfers Out	(300,000.00)	(300,000.00)	(300,000.00)	-	100%
Total Other financing sources		(300,000.00)	(300,000.00)	(300,000.00)	-	100%
Net Change in Fund Balance		(3,084,580.00)	(3,084,580.00)	(629,852.74)	(1,728,008.24)	20%
Fund Balance June 30, 2022		10,750,000.00	10,750,000.00	10,079,017.00	(670,983.00)	94%
Fund Balance June 30, 2023		7,665,420.00	7,665,420.00	9,449,164.26	(2,398,991.24)	123%

**Jackson County Library District**  
**Capital Improvement Fund - In Fund Balance: Budget & Actual**

	Budget				
	Adopted	Final	Actual	Variance	%
Revenues					
Earnings on investments	30,000.00	30,000.00	117,541.15	87,541.15	392%
Total Revenue	30,000.00	30,000.00	117,541.15	87,541.15	392%
Expenditures					
Materials and Services	1,170,000.00	1,170,000.00	400,779.64	769,220.36	34%
Capital Outlay	2,030,000.00	2,030,000.00	38,200.20	1,991,799.80	2%
Total Expenditures	3,200,000.00	3,200,000.00	438,979.84	2,761,020.16	14%
Excess Rev over Exp	(3,170,000.00)	(3,170,000.00)	(321,438.69)	(2,673,479.01)	10%
Other Financing Sources:					
Transfers In	300,000.00	300,000.00	300,000.00	-	100%
Total Other financing sources	300,000.00	300,000.00	300,000.00	-	100%
Net Change in Fund Balance	(2,870,000.00)	(2,870,000.00)	(21,438.69)	(2,673,479.01)	1%
Fund Balance June 30, 2022	4,550,000.00	4,550,000.00	4,904,095.00	354,095.00	108%
Fund Balance June 30, 2023	1,680,000.00	1,680,000.00	4,882,656.31	(2,319,384.01)	291%



**Jackson County Library District**  
**Grant Fund - In Fund Balance: Budget & Actual**

	Budget				
	Adopted	Final	Actual	Variance	%
Revenues					
Grants and donations	250,000.00	250,000.00	401,012.98	151,012.98	160%
Earnings on investments	14,000.00	14,000.00	106,903.52	92,903.52	764%
Miscellaneous	-	-	-	-	
Total Revenue	264,000.00	264,000.00	507,916.50	243,916.50	192%
Expenditures					
Personnel Costs	300,000.00	300,000.00	17,500.00	282,500.00	6%
Library Materials			24,643.93	(24,643.93)	
Materials and Services	650,000.00	650,000.00	530,444.43	119,555.57	82%
Capital Outlay	250,000.00	250,000.00	-	250,000.00	0%
Total Expenditures	1,200,000.00	1,200,000.00	572,588.36	627,411.64	48%
Excess Rev over Exp	(936,000.00)	(936,000.00)	(64,671.86)	(383,495.14)	7%
Other Financing Sources:					
Transfers In	-	-	-	-	
Total Other financing sources	-	-	-	-	
Net Change in Fund Balance	(936,000.00)	(936,000.00)	(64,671.86)	(383,495.14)	7%
Fund Balance June 30, 2022	1,370,000.00	1,370,000.00	3,957,856.00	2,587,856.00	289%
Fund Balance June 30, 2023	434,000.00	434,000.00	3,893,184.14	2,204,360.86	897%



## JCLD Board Meeting

## Agenda Item Memo

September 18, 2023

**Title:** Southern Oregon Historical Society Contract

**From:** Director Kari May

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### **Recommendation:**

The Executive Committee recommends approval of a six-month contract extension with SOHS at \$15,000 total, while negotiations for a longer-term agreement are finalized.

### **Budget Impacts**

\$15,000 for six months, as budgeted in the FY23/24 budget. This amount would include back payments for July and August 2023.

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

The agreements in this contract enable Jackson County residents with full-service cards to access SOHS Archives materials and services, which aligns with the Library's mission to connect patrons with information, ideas, and each other.

### **Background and Additional Information:**

The Executive Committee (Kim Young, Viki Brown, Kari May) met with SOHS Director Ron Kramer and Board members Doug McGeary and Greg Applin on September 8 to discuss the extension of the current contract agreement. Kramer and McGeary summarized how the original agreement and cost were determined. The costs related to running and maintaining the Historic Society's library and archives include the personnel costs of the Archivist, overhead of the building, and the content of the collection itself. They also noted that the collection is maintained and accessed in accordance with Archival standards, which are labor intensive for both staff and volunteers. McGeary pointed out that SOHS has found additional funding sources and receives grants as well as individual donations. Kramer stated that the same level of support is desirable; they cannot provide the services for \$20,000. He noted that they would need to charge for services and change their pricing structure if the Library decreases or withdraws its support.

Young provided information from a meeting in 2021, with Library and SOHS staff and board members present, at which the gradual phasing out of support from the District was discussed. It was planned that SOHS would eventually transition to a self-sustaining entity, whether by moving to a transactional model or by other means. Young and May asked SOHS to provide more detailed information to substantiate the proposed \$30,000 cost to continue.

### **Attachments:**

Extension and Amendment of contract between JCLD and SOHS



This Agreement is effective January 1, 2022, by and between Southern Oregon Historical Society (SOHS) and Jackson County Library District (hereinafter "JCLD"), together referred to as the "Parties".

## RECITALS

- A. The Jackson County Library District (JCLD) works to connect Jackson County residents to information, ideas, and each other; and
- B. JCLD values accessibility and champions access to ideas, information, and content; and
- C. JCLD is committed to implementing new models and collaborating with others to improve information access and delivery; and
- D. The Southern Oregon Historical Society (SOHS) follows the best practices of the Society of American Archivists, which meets an exemplary standard established by the Oregon Library Association; and
- E. This agreement between JCLD and SOHS is intended to provide public access to special collections of value to the community in convenient forms, including print, non-print and electronic; and
- F. The Jackson County Library District, JCLD, is a county tax-funded special district with authority to enter into, maintain and pursue breaches, if any, of Agreements, Contracts, Joint Ventures and/or Partnerships, etc.; and
- G. The SOHS Library and Archives is a registered 501(c)(3) nonprofit. In addition, SOHS's Bylaws permit and authorize SOHS to enter into, maintain and pursue breaches, if any of Agreements, Contracts, Joint Ventures and/or Partnerships, etc.; and
- H. Pursuant to law, the parties are authorized to enter into agreements/contracts; and
- I. Pursuant to laws and mission statement, JCLD presently operates a countywide library network for the benefit of Jackson County residents; and
- J. Presently SOHS Archives' holdings consist of archival materials including photographs, maps, manuscripts and other documents ranging in age from approximately 1851 through the present, which are organized, cataloged and preserved for continuing public information, education, and recreation. SOHS has performed this function since its founding in 1946; and
- K. As used herein, SOHS Archive, Library, Holdings, and/or Collection refers to the archival materials described in Recital J in any format; and

- L. The SOHS Library and Archives maintains an appropriate space open to the public specifically for use of an archive and library materials; and
- M. SOHS's public space and physical collections are maintained in a climate-controlled environment suitable for archival materials at the SOHS History Center, 106 N. Central Ave, Medford, OR.; and
- N. The SOHS Library and Archives are solely owned by and under the sole control and management of the SOHS, which adheres to Society of American Archivists Guidelines for Evaluation of Archival Institutions.
- O. This Agreement serves to terminate and replace the existing agreement between the Parties that became effective on July 1, 2019 and was amended on June 10, 2021.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. **DURATION.** Except for earlier termination as provided herein, the term of this Agreement commences January 1, 2022 and terminates June 30, 2022, unless extended in writing as provided for herein. JCLD may extend this Agreement by notifying SOHS in writing that it intends to extend the Agreement. The extension shall be effective upon written consent by SOHS to the extension under terms and conditions mutually agreeable to the Parties.
- 3. **SOHS SERVICES, FUNCTIONS AND RESPONSIBILITIES.** SOHS shall use its best efforts, which shall be objectively reasonable, to achieve the following objectives during the period of this Agreement and under any Extensions:
  - 3.1 **Summary.** SOHS shall maintain volunteer and/or paid staffing levels to provide consistent public access to the SOHS Library and Archives. For the purposes of this Agreement, consistent public access shall mean a minimum of twenty (20) hours per week with a minimum of four (4) of those hours occurring outside of the standard business hours of Monday – Friday, 8:00am-5:00pm.
  - 3.2 **Basic Benefits.** On the Effective Date of this Agreement:
    - 3.2.1 SOHS will provide free access to the SOHS Library and Archives for Jackson County Residents with an active JCLD library card.
    - 3.2.2 SOHS shall maintain a website including, at a minimum, the following information: SOHS Library and Archives physical address, phone number, email address for information requests, operating hours, and description of Collection.
    - 3.2.3 SOHS will respond without charge to phone and email requests from Jackson County residents related to information contained in the SOHS library and Archives collection.



- 3.2.4 SOHS will provide all residents scanned materials that respond to such requests unless such materials are too fragile, too lengthy, or under copyright. Such assessments are at the sole discretion of the Archivist or designated representative(s). Such discretion shall not be unreasonably withheld.
- 3.2.5 SOHS staff and volunteers will generally limit research efforts on a request from a Jackson County resident to one hour and provide up to 20 pages of scanned materials. Extended research is available, at cost to Jackson County residents, as provided in 3.5, below.
- 3.2.6 Jackson County Library employees have priority phone and email access to the SOHS Library and Archives. All materials sent electronically to the libraries may be printed out for patrons, added to local files or otherwise used to improve local library services, unless such use would violate copyright laws.
- 3.2.7 SOHS will commit to the continuation and enhancement of digital preservation of the SOHS collection.
- 3.2.8 SOHS shall promptly work with JCLD to make the SOHS collection available to JCLD patrons through JCLD's online catalog interface.
- 3.2.9 SOHS will prepare quarterly reports for SOHS Library analysis that include statistics of patronage (including tracking whether patrons are active JCLD cardholders) and use type as well as website use. The quarterly reports will also include information on SOHS's progress toward digitizing the SOHS collection. SOHS will seek methods to increase public interest and periodically prepare narratives concerning SOHS projects and activities.
- 3.2.10 SOHS shall promote JCLD as a prominent partner by mentioning or including JCLD's logo on the SOHS website and social media accounts, signage at the SOHS Library and Archives, and on any marketing materials used to advertise SOHS events.
- 3.3 **Restrictions.** The SOHS Library does not lend materials for use outside the building without expressed authorization and in the sole discretion of the Archivist.
- 3.4 **Obligation to Obtain Alternative Funding Sources.** In addition to the obligation to provide the benefits outlined above, by June 30, 2022, SOHS must seek to secure funding from other sources to maintain their current level of operations for the Library and Archives. If SOHS is unable to obtain adequate funding, by June 30, 2022, JCLD may elect not to further contract with SOHS. Nothing in this agreement shall be relied upon by SOHS as a promise of future funds or obligation to contract on the part of JCLD.
- 3.5 **Fees.** SOHS will continue to charge Jackson County Residents for:
  - 3.5.1 Extended research by the Archivist or SOHS volunteers, upon request, will be assessed at the rate of \$10 per half (1/2) hour .

- 3.5.2 High resolution scans of its photographs: \$15 per photo and photocopies of its materials at \$.25 per page. Funds so generated are deposited in the SOHS general fund.
- 3.5.3 Any change of rates will be established after consultation with JCLD.
- 3.6 **Access.** JCLD staff will have direct access to the SOHS Library and Archives only through arrangements with the SOHS archivist, their designated representative, or the SOHS Board of Trustees.
- 3.7 **Training.** The SOHS archivist will train JCLD staff regarding the contents of the SOHS Library and Archives, and familiarizing JCLD staff with the basic operations of the SOHS Library and Archives. The SOHS archivist will provide one (1) training under this section during the term of the contract for JCLD staff, to familiarize staff with SOHS holdings and other local history resources, either at the SOHS Library or at a mutually agreed time and place designated by JCLD.
- 3.8 **Meetings.** The SOHS Archivist or other knowledgeable staff member/volunteer shall attend monthly meetings with JCLD, at mutually agreeable times, to assist in the fulfillment of the terms of this Agreement, including but not limited to discussing additions to the JCLD website concerning local history.
- 3.9 **Archivist/Staffing.** The SOHS shall maintain an archivist to work during the SOHS Library and Archive's open hours to provide supervision, oversight and consultation with the SOHS Library volunteers. It shall be the responsibility of SOHS to provide for adequate staffing levels of suitably qualified or trained staff or volunteers such that the services contemplated herein to be provided for JCLD staff and Jackson County Residents.
4. **PAYMENT.** Subject to the terms and conditions set out in this Agreement, JCLD shall pay SOHS for archival services pursuant to this Agreement from legally available funds.
- 4.1 SOHS shall provide all necessary information to JCLD to establish SOHS as a vendor of JCLD, such information shall include, but not be limited to SOHS's contact information and tax identification number.
- 4.2 This payment shall be monthly in the amount of \$ 3,250 (\$19,500 total) and will be sent to:
- Southern Oregon Historical Society  
106 N. Central Ave  
Medford, OR 9750
5. **REVENUE.** This Agreement does not involve the receipt of revenue. Each party shall be solely responsible for revenue, if any received.
6. **PERSONNEL.** No employees will be transferred pursuant to this Agreement. SOHS shall be solely responsible for wages and benefits paid to employees working for SOHS, if any.

7. **REAL OR PERSONAL PROPERTY.** There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement.
8. **TERMINATION.**
- 8.1 All or part of this Agreement may be terminated by mutual consent by both Parties; or by either party at any time, upon ninety (90) days' notice in writing and delivered by certified mail.
- 8.2 Except in the event of breach, in the event of termination of this Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement.
- 8.3 This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and fails or neglects to correct the same within 30 days after written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if correction of the breach begins within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as is practicable.
9. **REMEDIES.** In the event of termination, JCLD shall pay SOHS for services rendered prior to the termination date.
10. **ASSIGNMENT.** SOHS shall not assign or transfer any interest in this Agreement without prior written consent of JCLD, provided, however, that SOHS may subcontract the performance of any provision or obligation required by this Agreement, so long as SOHS remains primarily responsible to the JCLD for the performance of such provision or obligation.
11. **INSPECTION RECORDS.** JCLD shall have access at all reasonable times, including during normal working hours, and to all books and records, electronic or hard copy, of SOHS that pertain to management of the SOHS Library and Archives. SOHS shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated in the performance of the Agreement. JCLD and their duly authorized representatives shall have access to the books, documents, papers and records of SOHS which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by SOHS for three years or any longer period required by Local, State or Federal law. SOHS is responsible to reimburse for any SOHS demonstrated audit discrepancies involving deviation from the terms of the Agreement.
12. **HOLD HARMLESS AND INDEMNIFICATION.** The Jackson County Library District is not providing services but purchasing services through SOHS. Accordingly, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the Party found at fault shall hold the other harmless, defend and indemnify the other from any and all claims, demands, damages or injuries, liability of damage, directly or proximately caused by the Party at fault, including injury resulting in death or damage to property, that anyone may have or assert by reasons of any error, act or omission of the Party found at fault, its officers, employees or agents. If any aspect of this indemnity shall be found

to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

12.1 If the loss or claim is caused by the joint concurrent negligence or other fault of both Parties, all loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each. The obligations of each party under this paragraph shall survive the termination of this contract.

12.2 Except as provided for in this Agreement, the JCLD shall not be liable for any obligations incurred by SOHS. SOHS shall not represent to any person that JCLD is liable for SOHS's obligations; except for such obligations JCLD may be liable as provided for in this Agreement.

13 **INSURANCE.** SOHS, at its sole cost and expense shall maintain all risk property and public liability insurance policies on the prospective properties and resources included in this Agreement.

14 **DISPUTE RESOLUTION.** JCLD and SOHS shall attempt to resolve all disputes through staff discussions at the lowest possible level. Both Parties to this Agreement agree to provide other resources and personnel to negotiate and resolve disputes that are not resolved at the staff level. In the event the first attempts are pursued in good faith but are unsuccessful, claims, disputes or other matters in questions between the Parties to this Agreement arising out of or relating to this Agreement, or breach thereof shall be determined by mediation, arbitration, or litigation. Disputes shall be initially submitted to mediation by a mediator chosen by the Parties. The cost of mediation shall be borne equally by the Parties. If the Parties are unable to agree upon a mediator within 5 days or if mediation fails to resolve the dispute and if either party wants to further pursue the dispute, either party may request that the dispute be submitted to arbitration before a single arbitrator mutually agreed to by the Parties. If both Parties agree to arbitration but are unable to agree upon an arbitrator, each party shall select an arbitrator. The arbitrators so chosen shall select a third arbitrator, who shall serve as the sole arbitrator. Unless the Parties mutually agree otherwise, any arbitration proceeding shall be conducted in accordance with the currently in effect Arbitration Rules of the American Arbitration Association pursuant to ORS 190.720. Notwithstanding the above, either party may, at its own discretion, elect to resolve disputes in excess of \$50,000 by litigation, if mediation is not successful.

15 **ATTORNEY FEES.** If the services of an attorney are retained to enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, the prevailing party will be entitled to recover from the losing party its attorneys' fees, paralegal fees, accountant fees, and other expert fees, as well as other fees, costs, and expenses actually incurred in connection therewith. In the event of a suit, an action, an arbitration, or other proceeding, the amount of fees will be determined by the judge or arbitrator, will include fees and expenses incurred on any appeal or review, and will be in addition to all other amounts provided by law.

16 **REPRESENTATION OF AUTHORITY.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and



the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

- 17 **VENUE, GOVERNING LAW, AND INTERPRETATION.** This Agreement has been executed and delivered in the State of Oregon and the laws of such state shall govern the validity, construction, enforcement, and interpretation of this Agreement without regard to its conflict of laws provision. Exclusive jurisdiction for any dispute concerning this Agreement shall be in Jackson County, Oregon.
- 18 **FURTHER ASSURANCES.** The parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the terms of this Agreement.
- 19 **LEGAL REPRESENTATION ACKNOWLEDGEMENTS.** The parties acknowledge that they have been represented by counsel of their own choice, that they have read this Agreement and have had the opportunity to have it fully explained to them by counsel of their own choice, and that they are fully aware of the contents of this Agreement and of its legal effect.
- 20 **NOTICE AND REPRESENTATIVES.** All notices, certificates, or communications shall be delivered or mailed postage prepaid to the Parties at their respective places of business as set forth below or at a place designated hereafter in writing by the Parties.

**Southern Oregon Historical Society:**

Douglas M McGeary  
 106 N Central Ave  
 Medford, OR 97501

**Jackson County Library District:**

Kari May  
 205 S Central Ave  
 Medford, OR 97501

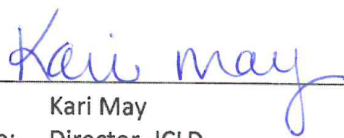
And when so addressed, shall be deemed given three days after deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

- 21 **MERGER.** This Agreement constitutes the Entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver or terms of this Agreement shall bind either party unless in writing and signed by all Parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The Parties, by the signatures below or their authorized representatives, acknowledge having read and understood the Agreement and the Parties agree to be bound by its terms and conditions.
- 22 **TERMINATION OF PRIOR AGREEMENT.** By entry into this Agreement, the Parties hereby agree to the mutual termination of the prior agreement between the Parties which first became effective on July 1, 2019, as amended on June 10, 2021, and waive any causes of actions or claims against one another with respect to such prior agreement or the early termination thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers thereunto duly authorized.

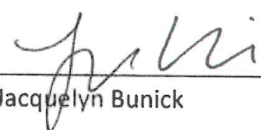
DATED this 17 day of November, 2021.

**JACKSON COUNTY LIBRARY DISTRICT****SOUTHERN OREGON HISTORICAL SOCIETY**

  
 By: Kari May  
 Title: Director, JCLD  
 Date: 12/8/2021

\_\_\_\_\_  
 By: Douglas M McGeary  
 Title: President, SOHS  
 Date: \_\_\_\_\_

*Approved as to legal sufficiency*

  
 Jacquelyn Bunick  
 Date: 11/27/2021

## SECOND EXTENSION AND AMENDMENT OF AGREEMENT

Effective Date: July 1, 2023

Parties: **Jackson County Library District (“JCLD”)**  
**Southern Oregon Historical Society (“SOHS”)**

### Recitals

A. On November 17, 2021, the parties entered into an agreement (“Agreement”) under which JCLD would provide funding to SOHS in exchange for SOHS maintaining consistent public access to the SOHS Library and Archives, providing services to Jackson County residents and active JCLD card holders, and providing requested trainings and reports to JCLD, among other things. The initial term of the agreement expired on June 30, 2022.

B. The Agreement was amended pursuant to the Extension and Amendment of Agreement, with an effective date of July 1, 2022, which modified some terms of the Agreement and extended the term for an additional year, commencing July 1, 2022 and terminating on June 30, 2023.

C. The Agreement was amended pursuant to the Extension and Amendment of Agreement, with an effective date of July 1, 2023, which modified some terms of the Agreement and extended the term for an additional six months, commencing July 1, 2023 and terminating on December 31, 2023.

D. The Agreement, as amended, provides for an option to extend the Agreement term upon written consent by SOHS under terms and conditions that are mutually agreeable to both Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### Agreements

1. The Recitals set forth above are incorporated herein and deemed a material part of this Second Extension and Amendment of Agreement.

2. The Agreement, as amended, shall be extended for an additional term of six months, commencing July 1, 2023 and terminating on December 31, 2023.

3. Section 4.2 of the Agreement shall be amended and restated as follows:

4.2 This payment shall be monthly in the amount of \$2,500 (\$15,000.00 total) and will be sent to:

Southern Oregon Historical Society  
106 N. Central Ave.  
Medford, OR 97501





Date: September 18, 2023

**Title:** Notice of Intent to Award Facilities Master Planning Consulting Contract

**From:** Kelda Vath, Assistant Director of Support Services

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**Recommendation:**

The Facilities Committee recommends awarding the Facilities Master Plan Contract to Group 4 Architecture.

**Resource Requirements:**

The cost for base services with Group 4 Architecture is \$199,350, with additional optional costs of up to \$130,000. Both proposals came in significantly higher than the \$50,000 budgeted for this project. JCLF is currently seeking grant support to cover some of the costs. In addition to grant support, funding would come from Consulting and Professional Services in the General Fund.

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

Developing a Facilities Master Plan has been among the District's goals for many years. It also aligns with multiple elements of the JCLS Strategic Plan 2022-2026 such as:

- *Goal 1 Energize Library Services and Resources, Strategy 3 Enliven and improve facilities*
- *Goal 2 Extend Access to the Library, Strategy 3 Work to remove barriers to use of the Library.*
- *Goal 3 Engage the Community More Fully, Strategy 3 Advance ongoing work to foster a welcoming and inclusive environment.*

**Additional Information:**

On May 25, 2023, a Request for Proposals (RFP) for Facilities Master Planning (FMP) services was posted on the Jackson County Library Services website and listed on OregonBuys, the state procurement platform. The RFP closed on August 4, 2023, and two proposals were received. The Facilities Committee met to review and score proposals, held interviews with both proposers, and compiled their final scores. A Notice of Intent to Award Contract letter was sent to both proposers on August 23.

Evaluation criteria used to score the proposals included experience, demonstrated ability and history of providing similar services to comparable entities, as well as pricing. Group 4 was selected for its extensive experience working with public libraries and their pricing.

The contract is currently pending legal review and will be available for signature at the Board meeting. Once the contract is signed, the core planning team, comprised of Director May, Kelda Vath, Joan Vigil, and Crystal Zastera will hold a kick-off meeting with Group 4 Architecture and outline the next steps and timeline for the project.

**Attachments:**

Notice of Intent to Award Letter





August 30, 2023

## Notice of Intent to Award Contract

### **RE: Request for Proposals for Facilities Master Planning Services, Issued May 25, 2023**

This letter is to notify all Proposers and interested parties that, the District intends to award a contract to the bidder who was determined to be the best fit for stated needs in Facilities Master Planning:

- Group 4 Architecture

The 6-member Library Facilities Committee served as the Evaluation Committee for this process and has selected Group 4 Architecture as the top bidder based on the proposals received and interviews conducted of the two finalists. If negotiations with Group 4 Architecture are successful, the District intends to award a contract. Scores and ratings for the proposals submitted in response to the RFP are attached.

As stated in the RFP, the Library will select the winning proposal based on an evaluation of experience, demonstrated ability and history providing similar services to comparable entities, as well as quoted pricing. While both proposers were excellent, Group 4's direct experience providing Facilities Master Planning services for public libraries, and their pricing made them the top bidder for this planning project.

We are, however, delighted to have met with the Arkitek team and hope to remain in touch, as their regional expertise and commitment to sustainability make them a desirable partner for potential future endeavors.

We greatly appreciate the thoughtfulness and care that went into both proposals and for your interest in doing business with the Jackson County Library District.

Sincerely,

Kelda Vath  
Assistant Director of Support Services

## All Bidder Scores & Ratings

### REQUEST FOR QUOTES

JCLS Facilities Committee (6 Members)							
Finalist	1	2	3	4*	5	6	TOTALS
Arkitek	79	98	90	72	71	106	516
Group 4	112	113	113	92	101	107	638

\*Note that Reviewer #4 was unable to attend interviews so did not score that component for either bidder.

Scoring Criteria	Points Possible
Qualifications, Experience, and Expertise	20
Demonstrated ability to perform services described in the RFP	20
Demonstrated history of providing similar services to comparable entities	20
Quality and Timeliness of work as verified by references	10
Fees and costs relative to scope of services	30
Interview	20
	<b>120</b>



Date: September 18, 2023

**Title:** JCLS Climate Survey

**From:** Kari May, Library Director and Brynn Fogerty, HR Manager

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**Summary:**

In May 2023, JCLS partnered with Conscient Strategies to conduct a rapid climate assessment. This survey provided a means to understand, from the employee perspective, the strengths and opportunities and inform sustainable and strategic decisions as the organization moves forward with implementing its strategic plan.

**Recommendation:**

For review by the Board of Directors.

**Background:**

Data analysis included both quantitative and qualitative methods. Qualitative analysis is framed by the Conscient Strategies' expertise in organizational climates, industry standards, and considered: document review, confidential interviews, research, and sentiment analysis from open response questions. Quantitative analysis included review of reports, industry statistics, and the scaled questions in the live, tech-enabled conversation.

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

The Climate Assessment meets objectives in Goal 4, Nurture the internal infrastructure, in the JCLS Strategic Plan.

**Attachments:**

JCLS Climate Assessment Executive Summary



## **JACKSON COUNTY LIBRARY SERVICES** Climate Assessment

JUNE 2023



## Executive Summary

Jackson County Library Services (JCLS) has served Jackson County, Oregon residents for over 100 years. Beginning in 1919, JCLS has evolved in many ways throughout its history and today serves over 223,000 residents with 15 branches. It is both a library system and a community resource for Jackson County (the County). JCLS strives to “connect everyone to information, ideas, and each other.” In addition to traditional library services, over the last few years, the library system has responded to community needs and currently also provides mobile outreach, referrals to social services, online digital services, and programming. JCLS met the challenges of the pandemic, devastating wildfires in 2020, a persistent unhoused crisis, and leadership transitions with passion and resilience. Through it all, JCLS continually strives to fulfill their vision of “enabling residents to thrive.”

The recent addition of staffing positions and a 30% increase in branch hours are evidence of infrastructure growth and grounds for celebration. Emerging from several years of turbulence, JCLS seeks to continue to expand services and offerings, extend access, engage the community, and invest in infrastructure. These shifts have resulted in internal challenges and have left leadership to consider whether the organization is set up for the continued growth they anticipate and desire. With a revised strategic plan, JCLS is evaluating its current climate to gain insights as they embark on a new growth phase.

In May 2023, Conscient Strategies partnered with JCLS to conduct a rapid climate assessment to understand, from the employee perspective, the strengths and opportunities and inform sustainable and strategic decisions as the organization moves forward with implementing its strategic plan.

At Conscient Strategies, we position organizations for sustainable growth and success. We empower innovative leaders to develop organizations that thrive through change today, tomorrow, and in the future. Over the past six weeks, Conscient Strategies partnered with Jackson County Library Services to:

- **Confirm leadership’s desired assessment outcomes as they relate to overarching objectives and goals.**
- **Conduct a baseline culture assessment across JCLS’s 15 branches incorporating document review, industry research, confidential interviews, and a live, tech-enabled conversation.**
- **Provide actionable quick wins and long-term recommendations to support JCLS’s continued growth and sustainability.**

## Summary of Review Findings

Conscient Strategies identified several elements of climate that are relative strengths for the Library:

- A strong level of commitment from staff to the mission of the library and to the communities they serve. 80% of employees who participated in the live, tech-enabled conversation reported they feel personally aligned with the values of the organization.
- A keen desire to contribute to the Culture of Kindness, with 76% of respondents providing evidence of that in their daily activities, especially with peers and patrons.
- People feel they have the resources they need to do their jobs (79%), and that they desire to stay and grow with JCLS (65%). Specifically, the training received is appreciated and there is an eagerness for additional learning opportunities.
- The health and wellness benefits are viewed favorably, and most people report their salary is commensurate with their responsibilities (59%).

The following areas were highlighted as overarching challenges to continued growth and sustainability. These findings will be discussed in greater detail in the [Recommendations section](#).

POLARIZED PERSPECTIVES	COMMUNICATION AND FEEDBACK	PSYCHOLOGICAL SAFETY
Staff values and beliefs reflect the broader community in Jackson County and our society at large, resulting in employees perceiving library policies and procedures through disparate lenses.	Existing communication forums are not effective in cascading information. Staff report that feedback is unwelcome and will not be acted upon.	There is a prevalent fear of speaking up to voice mistakes, concerns, or ideas. The tolerance for dissent is perceived as low, impacting problem solving and solutions-focused contributions.

**Polarization:** Much like the communities they serve—and our society as a whole—staff beliefs and individual values vary widely, resulting in polarized perspectives about Library policies and procedures and leads to an ethical question about Library neutrality. The resulting chasm—created by divided viewpoints—impacts the way employees experience belonging in the workplace. Engagement depends, in large part, on how people see themselves within the organization – how they fit in and the impact they can have. Often, the passion and commitment to the mission is what drives employee’s desire to make an impact. When personal values are intertwined with purpose and mission, we often see a powerful link to desired organizational outcomes. For JCLS, the polarization that permeates multiple layers of the organization appears to result in employees feeling disconnected when their personal values conflict with the way they are being asked to implement policies and procedures. *When asked what impacted their sense of belonging, this sentiment was expressed by 30% of respondents, and it was echoed throughout the assessment.*

**Communication and Feedback:** Current communication forums and practices are insufficient to effectively cascade information about changes, best practices, challenges, events, and critical incidents—this extends beyond an identified need to improve the vertical cascade of information to include employees’ desire for effective lateral knowledge sharing. Employee concerns about the



ineffectiveness of feedback mechanisms include: mistrust in the feedback forums (e.g. office hours, Teams chat), platforms where dissent is censored, and a widespread belief that leaders are dismissive of the perspectives of employees. Communication and feedback structures received the strongest response, with *47% of employees citing communication as an opportunity, and 66% citing feedback forums or processes as an opportunity*. We see the ineffectiveness of feedback mechanisms intertwined with the polarized perspectives expressed throughout the assessment. Communication and feedback are inextricably connected to both polarized perspectives and psychological safety.

**Psychological Safety:** Employees do not experience a sense of psychological safety, as evidenced by the fear of speaking up to identify mistakes or opportunities. The tolerance for dissent is perceived as low, impacting problem solving and solution-focused contributions. *Sixty-two percent of respondents agree that a no-retaliation policy is needed so that staff members will speak up to identify a risk, mistake, or opportunity; 55% agree that they fear retaliation for simple disagreement; 54% agree that they fear being open.*

In addition to the themes identified above, we recognize that while physical safety concerns have stabilized, the situation is evolving, and a request emerged from the assessment for guidelines and training on implementing policies. As such, we recommend continued assessment of physical safety, including repeating the Safety and Security at JCLS survey by the end of 2023.

## Essential Actions

Emerging from the assessment, we see one overarching shift that would support three essential actions. For JCLS to achieve its objectives, an increase in the engagement of all employees will be essential. Based on all the data evaluated, the greatest barrier to this may be that many employees do not feel a sense of belonging. The interconnectedness between polarizing perspectives, communication and feedback, and psychological safety requires an acknowledgement of the coexistence and value of all perspectives. JCLS leadership has the latitude to affirm the value of all voices by fostering a “Both/And” mindset.

Creating a culture that is truly inclusive is challenging, multi-dimensional, and dependent on the organization’s operational structure. JCLS may benefit from: intentionally laying the groundwork to increase the tolerance of dissent by offering settings in which disparate viewpoints may be expressed in safe spaces; leveraging the common ground, especially around the organizational mission and values; acknowledging that polarized viewpoints exist, and that full agreement is neither achievable nor desirable.

### **Essential Action 1:**

Actively address the perception that people feel they can't speak up without retaliation. When people are afraid to speak, the opposing viewpoints do not disappear but rather they go underground and fester. Trust is broken and people lose the motivation to do their part in moving the mission, vision, and goals forward. Leverage the "Culture of Kindness" as the foundation to co-create forums that allow all voices to be heard; establish ground rules for engagement that drive open dialogue. Potential forums may include small group discussions, branch-specific brainstorming sessions, 1:1 feedback conversations, open office hours, chat groups, and larger in-person team/staff meetings. Provide in-person staff training related to active listening, giving and receiving feedback, clean and clear communication skills, problem solving, and conflict resolution.

### **Essential Action 2:**

Fix the communication cascade gaps so that all staff are informed. Set expectations with managers about their responsibilities in the communication cascade. Ensure that they see this as a priority in their role and responsibilities.

In addition to cascading communication, use a multi-channel and repetition model with a decision tree to help make quicker decisions about how communications will happen, particularly following incidents. Identify communication forums, create a rhythm, determine frequency/content/messaging. Set a positive and future-focused tone with an intent of transparency. Manage dissent on forums by creating use expectations and guidelines as ways to manage abuse.

### **Essential Action 3:**

Connect to address the gap between administration and staff. Overall, staff view the administration/management as out of touch and impersonal. Create opportunities for face-to-face interactions. This includes expansion of office hours and deliberate branch visits.

Taking a "Management by Walking Around" approach: walk around, get out to the branches, observe, converse, get to know staff, and show that you care by ensuring that you respond to their questions and/or concerns with direct and swift response. Face-to-face interactions focused on active listening will foster trust and engagement, as well as opportunities for garnering input.



Date: September 11, 2023

**Title:** Oregon Paid Family Leave Policy

**From:** Brynn Fogerty, HR Manager

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**Summary:**

Beginning September 3, 2023, Jackson County Library District provides a Paid Leave Oregon Insurance plan through MetLife Insurance. This insurance is required by Oregon state law and provides paid time off to eligible employees. This is a protected leave, and the proposed policy provides staff information about this new benefit.

**Recommendation:**

The HR Manager recommends that the Oregon Paid Family Leave Policy (OPFL) policy be adopted as presented. The policy will be incorporated into the JCLD Employee Handbook.

**Resource Requirements:**

Employees will see a .006% deduction from gross wages for each paycheck. The employer will contribute .004% of the employee's gross wages for each paycheck. Estimated total cost is \$2700 per pay period.

The employee and employer minimum and maximum, as well as overall costs, of this coverage will be assessed annually by the Oregon Employment Department and may change. JCLS will provide notice to employees in advance of any change.

**Resource Requirements:**

Paid Leave Oregon is a new policy that went into effect September 3, 2023. Employers had the option of utilizing the state-provided insurance or contracting with a private insurance company. In consultation with the District's benefits brokers at PeopleStrategy, staff determined that procuring insurance through MetLife was the most cost-effective solution for the organization. Because the District selected MetLife, contributions were not required until the pay period that includes September 3 (participation in the State plan required employers to begin taking deductions in January 2023). To be compliant with statutes, the proposed policy needs to be approved.

**Attachments:**

Oregon Paid Family Leave Policy

Oregon Paid Family Leave Poster

## OREGON PAID FAMILY LEAVE

JCLS provides a Paid Leave Oregon Insurance plan through MetLife Insurance. This insurance is required by Oregon state law and provides paid time off to eligible employees. This is a protected leave. All health-related information gathered by the insurer and organization during this process will be maintained as confidential. Employees will not be discriminated against or retaliated against for using or trying to use this insurance benefit. We encourage each employee to use the combination of time off and benefits that meets their personal needs.

### COST

Employees will see a .006% deduction from gross wages for each paycheck. The employer will contribute .004% of the employee's gross wages for each paycheck.

The employee and employer minimum and maximum, as well as overall costs, of this coverage will be assessed annually by the Oregon Employment Department and may change. We will provide notice to employees in advance of any change.

### ELIGIBILITY

Most employees who work in Oregon are eligible to submit a claim. The determination of eligibility will be made by MetLife Insurance. If an employee disagrees with an eligibility determination, the employee may use the appeal process outlined in the determination notice.

Employees who have been employed for 90 days, and have earned \$1,000 in a calendar year, are eligible to apply.

### LENGTH OF LEAVE

The length of leave is part of the determination process.

An employee may qualify for up to twelve (12) weeks of leave annually, starting from the first day of leave. An additional two (2) weeks of leave may be available if the employee is pregnant, has given birth, or has health needs because of childbirth. The coverage may be approved in single day increments.

### REASONS FOR LEAVE

Benefits may apply to a variety of situations, including:

**Family leave** - Caring for members of the employee's family:

- During the birth of a child
- Bonding with a child in the first year:

- After birth
- Through adoption
- When the child is placed in the employee's home through foster care
- To care for a family member with a serious health condition\*.

**Medical leave** - The employee caring for themselves when the employee has a serious health condition\*.

**Safe leave** - For survivors of:

- Sexual assault
- Domestic violence
- Harassment
- Stalking

*\* A serious health condition is an illness, injury, impairment, or physical or mental condition that: requires inpatient care, poses an imminent danger of death or possibility of death in the near future, requires constant or continuing care, involves a period of incapacity, involves multiple treatments, or involves a period of disability due to pregnancy.*

#### INSURANCE BENEFIT WHILE ON LEAVE

The amount of benefit the employee will receive will be calculated based upon the employee's earnings for the prior year. This will also be part of the determination of the coverage process. The minimum and maximum benefit amounts may be adjusted by the Oregon Employment Department annually, and the employee will receive notification before a change occurs.

Employees may make up the difference between the PLO benefit amount and their regular rate of pay. The following leave banks are available for this purpose; Vacation and Sick.

#### NOTIFICATION OF THE NEED FOR LEAVE

An employee is required to provide the employer notice of the intention to take leave. For planned events the employee is required to provide thirty (30) days written notice. For unplanned events the employee is required to notify the employer within twenty-four (24) hours of the leave and provide written notice within three (3) days. If an employee is incapacitated due to the unplanned event and are unable to meet these obligations, we ask the employee to notify the employer as soon as possible.

Please complete the Notice Form found on the Human Resources Sharepoint page to notify the employer of the intention to take leave. The employee may also contact the Human Resources Department for a copy.

#### FILING A CLAIM FOR COVERAGE

Employees who wish to file a claim for coverage can go to the MetLife Insurance website at [www.metlife.com/PFML](http://www.metlife.com/PFML) or, employees may file a claim using a paper form at the following links:

- [PFML Claim Form](#)

- [PFML Certification Form](#)
- [Medical Authorization Form](#)

Employees are responsible for submitting the required paperwork and any updates or changes to their claim. JCLS will be unable to complete the application process on the employee's behalf.

#### JOB AND BENEFIT PROTECTION WHILE ON LEAVE

If an employee has been employed with the employer for at least ninety (90) days prior to the leave, the employee will be restored to the same position upon their return, if the same position exists. If the same position does not exist employees are entitled to a position equal to their previous position before you took leave, with equal employment benefits, pay and other terms and conditions.

If, at the time of leave, the employee is receiving health benefits these will be maintained.

The employee will be required to pay their portion of all elected benefits premiums while on leave.

#### COMPLAINTS PROCEDURE

Our goal is to solve all concerns at the lowest possible level. We encourage all employees to bring complaints to the HR Manager promptly and in writing.

We understand employees may choose to seek outside assistance to resolve complaints regarding this coverage. Employees may contact the Oregon Bureau of Labor and Industries to file a complaint or may contact an attorney of their choice to determine if a civil action may be appropriate.





## What you need to know

Starting in September 2023, Paid Leave Oregon will serve most employees in Oregon by providing paid leave for the birth or adoption of a child, your or a loved one's serious illness or if you experience sexual assault, domestic violence, harassment, or stalking.

### What benefits are provided through Paid Leave Oregon and who is eligible?

Employees in Oregon that have earned at least \$1,000 in the prior year may qualify for up to 12 weeks of paid family, medical or safe leave in a benefit year. While on leave, Paid Leave Oregon pays employees a percentage of their wages. Benefit amounts depend on what an employee earned in the prior year.

### Who pays for Paid Leave Oregon?

Starting on January 1, 2023, employees and employers contribute to Paid Leave Oregon through payroll taxes. Contributions are calculated as a percentage of wages and your employer will deduct your portion of the contribution rate from your paycheck.

### When do I need to tell my employer about taking leave?

If your leave is foreseeable, you are required to give notice to your employer at least 30 days before starting paid family, medical or safe leave. If you do not give the required notice, Paid Leave Oregon may reduce your first weekly benefit by 25%.

### How do I apply for Paid Leave?

In September 2023, you can apply for leave with Paid Leave Oregon online at **[paidleave.oregon.gov](https://paidleave.oregon.gov)** or request a paper application from the department. If your application is denied, you can appeal the decision with the Oregon Employment Department.

### What are my rights?

If you are eligible for paid leave, your employer cannot prevent you from taking it. Your job is protected while you take paid leave if you have worked for your employer for at least 90 consecutive calendar days. You will not lose your pension rights while on leave and your employer must keep giving you the same health benefits as when you are working.

### How is my information protected?

Any health information related to family, medical or safe leave that you choose to share with your employer is confidential and can only be released with your permission, unless the release is required by law.

### What if I have questions about my rights?

It is unlawful for your employer to discriminate or retaliate against you because you asked about or claimed paid leave benefits. If your employer is not following the law, you have the right to bring a civil suit in court or to file a complaint with the Oregon Bureau of Labor & Industries (BOLI). You can file a complaint with BOLI online, via phone or email:

**Web:** [www.oregon.gov/boli](https://www.oregon.gov/boli)

**Call:** 971-245-3844

**Email:** [help@boli.oregon.gov](mailto:help@boli.oregon.gov)

### Learn more about Paid Leave Oregon

**Web:** [paidleave.oregon.gov](https://paidleave.oregon.gov)

**Call:** 833-854-0166

**Email:** [paidleave@oregon.gov](mailto:paidleave@oregon.gov)