

MINUTES FOR THE
JACKSON COUNTY LIBRARY DISTRICT
SPECIAL MEETING
MAY 19, 2016

1. Call to Order/Roll Call

The Jackson County Library District (JCLD) Regular Board Meeting was opened by Vice President Monica Weyhe on Thursday, May 19, 2016, at 9:33 a.m. in the Adams Meeting Room at the Medford Branch Library, 205 S. Central Avenue, Medford, Oregon. Roll call was taken and those members present were:

Present:

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

Also Present:

Lisa Marston, Executive Administrator
Susan Bloom, Access Services Coordinator
Amy Blossom, Ashland Branch Manager
Betsy Randolph, Administrative Assistant
Donovan Edwards, Office Specialist

1. **Hear Individual Board Member Concerns about the Contract or Relationship; What's Working, What's Not?**

President Monica Weyhe directed the Board that they would be doing a "round robin" style of conversation giving everyone an opportunity to speak without interruption rather than a back and forth conversation.

President Weyhe asked who wanted to begin and Director Jill Turner volunteered. Director Turner began by explaining that there were inaccuracies in a recent news article and she clarified those errors. She then began to talk about certain aspects of the contract with LS&S and explained key areas in which she believes LS&S is not performing consistent with the values that have been adopted by JCLD in the Strategic Plan. The fact that minimal financial information is being made available after several requests is not conducive to a relationship that requires so much trust and transparency. Director Turner compiled a report supported by her experience and research into the current contract and explained that while the figures were not fully accurate she believes those numbers do reflect an accurate depiction of where JCLD payments are being spent and reiterated several times that this is public funding and transparency is critical. She went on to express frustration that the wage scale is not available to JCLD and concern that wages seem to be lower than JCLD would prefer in terms of hiring and retaining highly qualified staff. She also highlighted that even if JCLD chose to or could choose to supplement employee salaries that LS&S would take an automatic cut of that funding. Director Turner was able to compile salary comparisons for current high ranking staff members with other Districts of relatively the same size and found that JCLS staff are paid about half of what the other Districts pay. She then questioned the fact that LS&S claims to be fulfilling its responsibilities under the current contract,

but they are proposing to hire more people to complete those tasks. In addition, while she was researching she could not find any invoices to Jackson County nor could she locate any payments to LSSI for the Polaris seats for RCC; however, LS&S is now expecting that payment from JCLD. Director Turner repeated several times that specifics are needed and LS&S has continued to not provide them. She also was surprised to find that a part time technology employee of LS&S is being "housed" in the Medford Library although that person's work is not just for JCLD. While regional support and occasional visits from upper management are to be expected, secretly housing an employee within the library is very different.

Director Doty explained that in August 2015 she had visited every library within JCLD, and in speaking with staff she was informed of their concerns, first being that LSSI had not provided raises, even for those employees that had received good evaluations, for three years. The second was that at least some of the staff could not survive on what they were being paid. For example, this staff stated that they needed to go to the Community Health Center for care and that the health plan offered by LSSI was only affordable for the higher level employees. Staff even had to take advantage of the free dental clinics when they were available. She noted that when JCLD began discussing early termination of the contract with LSSI this seemed to coincide with what Director Doty described as a change in attitude with the Library Director and a different kind of feeling with the staff. She reiterated this was her observation, citing one particular occasion when she and other Board members were to meet with the Library Director in her office, and the Library Director explained that they could not begin the meeting until Cindy Delanty was on the phone and that they could not have any meeting unless an LS&S corporate staff member was involved. This was when Director Doty initially began to feel as if the working atmosphere was changing. She also described a conversation between herself and Cindy Delanty after the last Board meeting when Cindy had informed her that LS&S was present to be supportive and just supervise the staff. Director Doty asked her if she was aware of how stressed out her own staff was, and Cindy Delanty had told her that she wasn't aware of staff being over stressed. Director Doty informed her that she had a background in mental health, and she could inform Cindy that her staff was indeed stressed out.

Director Kiefer said that in going back to the original proposal and then the contract and reading through it that RCC's participation in Polaris was part of the contract and that charging the District for the RCC Polaris seats seems to be changing the terms of the contract. The proposal for new staff recently received from LS&S, as she reads it, is a proposal for new staff members to do work already covered by the current contract. She said that she wasn't sure when Argosy took over but that it seems to her that the focus has shifted away from LSSI's previously more library related focus to something else. She also said that nationally LS&S is known to keep libraries open but not necessarily have them thrive and while initially she supported continuing to contract with LSSI, she has become quite disappointed with their administration of the new contract.

Vice President Maureen Swift began by describing "bemusement" at Paul Colangelo's repeated reference to a survey that she and President Monica Weyhe had filled out quite a while back expressing satisfaction with LSSI. While she barely remembers filling it out, she does remember that it was directed towards the front end of the library as in the ability to check out a book and the interaction with staff. Vice President Swift stated that the staff has always performed admirably. They are in the public eye and they enjoy what they do for this county and she appreciates that hard work. It has been mentioned before but she also wanted to confirm her view of the overall atmosphere changing in a negative way as well. It seems to her that LS&S' overall view of library operations are limited to checking out books which does not coincide with the

strategic plan that JCLD has created. She finds it difficult to see how the Strategic Plan can be implemented while JCLD is partnered with an organization that doesn't seem to share the same values, in particular integrity. She said that "we" have seen incidents that were talked about in the Budget Committee in regards to lack of integrity on the part of some of the senior LSSI staff. We experienced it ourselves during the technology discussions for E Rate where behaviors seen in senior LSSI staff seemed less than fully integral. She also finds the conversations between herself and President Weyhe and Paul Colangelo distressing as he always says if you find anything that needs to be fixed to just let him know. She asks "why should I have to catch you?" He claims to be the new sheriff in town; then why am I the one that has to enforce the law? Why should we have to catch someone doing something incorrect for them to fix it? That is not the role that JCLD is supposed to play as she sees it. She now knows that she, or JCLD rather, has to go back and read over all Oregon Employment Law because LS&S has shown it is not meeting those laws at least in regards to employee safety so what else is not being done. We are now in a relationship with a partner that seems very untrustworthy and who seems to focus just on the bottom line.

President Weyhe stated that she would be brief in an effort not to be redundant and said she agreed with everything that has been said and said it doesn't feel as if JCLD is getting a good return on its investment. It is troubling that LS&S now denies previous statements by corporate executives made when trust was a part of the relationship and that information has been requested but never been provided, which adds to the lack of trust in the current relationship. As she put it, even after presenting a 10-point list of requests numerous times and Paul Colangelo saying numerous times, 'I'm the new sheriff in town, I can get that for you,' JCLD still hasn't received anything.

Director Kiefer added that it is appalling that we have a contract and not a budget with them. To just have the two numbers for the main contract and the material acquisition costs is not acceptable. President Weyhe finished by stating that LS&S had been asked to provide costs for implementing the strategic plan and meeting the new minimum wage, and although Dana Braccia had said that she could provide that nothing had been received to date.

President Weyhe asked for a recess at 10:37 and at 10:51 called the meeting back into session.

Director Turner said that she continues to be bothered by the trust issue. She also wondered what happened after the initial conversation about early termination that took place with Laura Burnett and Dana Braccia when the reaction seemed quite positive. Even Paul Colangelo had initially agreed by telephone that it was possible. Director Doty asked what had happened in that meeting. President Weyhe shared her recollections. She felt that both Laura and Dana were amenable to the proposal of early termination and that the timeframe was tentatively set between September and December of 2016. During a break in that meeting, Dana had called Paul Colangelo and brought him onto the call. President Weyhe explained how, once he was on the call, she repeated the same main points that had been raised earlier and he seemed amenable. While there wasn't anything definitively said, she left that meeting believing that the early termination was set. Paul Colangelo did request a couple days before a firm answer was given, but he was amenable. Later on, President Weyhe continued, she learned from Dana Braccia that Mr. Colangelo had needed time to bring the early termination up to his own Board. Rather than a couple days, it ended up being a couple weeks prior to an answer being given; but by this time, instead of being amenable, the answer was negative.

2. Answer Specific Questions about the current contract/clarify ambiguities

Director Turner said that her first question was with the warranty section (page 7 section C). She cited verbatim from the contract, and then stated that she questioned that this was happening with the lack of technical staff here. She said that she doesn't know how to judge care, diligence, and expertise that is generally accepted in the library industry when she looks at other Districts and sees that they have twice as much help as JCLD. She continued to express her frustration with the general terms of the warranty portion of the contract and floated the idea that there are people who can assess that. She then questioned the term warranty and does it really have any real meaning or value in the contract. President Weyhe said that there wasn't an industry published standard that she had found but looking at other Districts and looking at what JCLD wants to do for their community you could probably come up with something close. She then directed the question to Mark Bartholomew, JCLD Attorney, who then answered that a warranty was more than just words and that it was a promise to fulfill agreed to obligations. Director Doty asked if employee salary would be involved with the warranty to which he responded that it would be more in line with expertise.

President Weyhe asked if that was all that the Board had as far as language within the contract or any specific questions that had not been mentioned. Director Turner said that she didn't have any more questions on the language per se and still had lingering concerns, but conceded that the terms are in the contract that the Board did sign. As Mark Bartholomew observed, however, it was entirely possible that the incorrect contract was inadvertently signed and is being used currently. There was mention of certain letters and verbiage that was originally seen in the contract by the Board members but no longer existed in the contract that they have, which would also amplify Mr. Bartholomew's suggestion.

Vice President Swift stated that she didn't have any issue with the language necessarily, but expressed concern that the request for an organization chart of JCLS staff has not been met. In her experience this information should be easily produced by the corporate Human Resources department, which is supposed to be a key aspect of LS&S' service offering. So, as she put it, it concerns her that each request for information from LS&S seems to trigger additional burdens on local staff to produce something, which suggests that the corporate level of support that was promised in the promotional material has not seriously materialized especially in the HR realm. As far as she can tell, the corporate level of LS&S doesn't seem to know what they have here; because if they have the information we've asked for, then why don't they provide it as promised.

3. Give Direction to the LS&S Committee of the JCLD Board

During the break, Director Turner handed out a single page document that had a list of suggestions. Director Susan Kiefer asked President Weyhe if this document could be presented during this portion of the meeting to which President Weyhe said yes that it could. Director Turner mentioned that she had quite a few little questions, things that weren't big issues but still needed to be addressed and asked whether Board members could individually compile a list of questions that had not been addressed and forward those to the LS&S Committee (President Weyhe and Vice President Swift). President Weyhe responded that they could. Director Kiefer stated that there were many large issue items that JCLD had already asked for and was still waiting on and insisted that maybe those questions need to be asked again and then finally answered or that information finally provided and then maybe they could move forward with the smaller items. Director Kiefer went on to state that she was firmly opposed to providing

additional work to LS&S under the new Strategic Plan and paying them additional dollars when there is so much dissatisfaction with the current situation. Director Doty immediately concurred.

At this time, President Weyhe asked the Board to take a couple of minutes to review item four under the agenda and Director Turner's single page document listing out options going forward for JCLD.

After the pause, Director Turner went over her list of suggestions or next steps to be taken. There was much group discussion about some of the suggestions and, in the end, it was determined that once again a request for information from LS&S would be made and that bringing in a third party consultant to evaluate performance and produce a salary study would likely be necessary.

4. ADJOURNMENT

President Weyhe called for adjournment at 11:58 a.m. and announced that today's discussion would be continued by the Board in another special meeting, scheduled for June 2, 2016, at 09:00 a.m. in the Adams Community Meeting Room in the Medford Library.

/s/ Donovan Edwards

Recorder

Approved – June 9, 2016