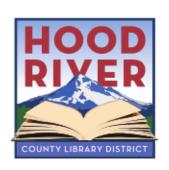
# Board of Directors Regular Meeting Agenda Supplementary information

Wednesday, March 18, 2020, 7:00pm Columbia Room 502 State St, Hood River Jean Sheppard President Notes prepared by Library Director Rachael Fox



| l.   | Additions/deletions from the agenda (ACTION)           | Sheppard |
|------|--|----------|
| II.  | Actual or potential conflicts of interest              | Sheppard |
| III. | Consent agenda (ACTION)                                | Sheppard |
|      | i. Minutes from the February 19, 2020, regular meeting |          |
| IV.  | Open forum for the general public                      | Sheppard |
| V.   | Reports  |          |

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i. Friends update
 ii. February 2020 financial statements
 iii. Director's report

#### VI. Previous business

i. Budget calendar approval and budget committee discussion (ACTION) Fox VII. New business

i. Janitorial Services contract approval (ACTION)

Sheppard

ii. Library Director Evaluation (ACTION)
VIII. Agenda items for next meeting
IX. Adjournment

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Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Bolded topics are scheduled for the current meeting's executive session.

ORS 192.660 (1) (d) Labor Negotiations

ORS 192.660 (1) (e) Property

ORS 192.660 (1) (h) Legal Rights

ORS 192.660 (1) (i) Personnel

The Board of Directors meets on the 3rd Tuesday each month from 7.00 to 9.00p in the Jeanne Marie Gaulke Memorial Meeting Room at 502 State Street, Hood River, Oregon. Sign language interpretation for the hearing impaired is available if at least 48 hours notice is given.

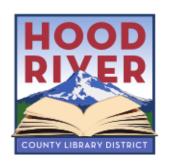
502 State Street Hood River - OR 97031

Sheppard

Sheppard

# Board of Directors Regular Meeting Agenda Supplementary information

Wednesday, March 18, 2020, 7:00pm Columbia Room 502 State St, Hood River Jean Sheppard President Notes prepared by Library Director Rachael Fox



II. Actual or potential conflicts of interest

III. Consent agenda (ACTION)

i. Minutes from the February 19, 2020, regular meeting

Attachments:

• III.ii. Minutes of February 19, 2020 regular meeting

# IV. Open forum for the general public

Sheppard

Sheppard

Sheppard

Sheppard

### V. Reports

# i. Friends update

Fox

• The Friends of the Library will hold their annual book sale Thursday, May 27-Saturday, May 30.

# ii. Foundation update

Fox

- The Library Foundation decided to postpone the Feast of Words fundraiser due to concerns regarding the spread of Coronavirus COVID-19.
- The Library Foundation will discuss new dates for the Feast of Words at their next meeting.

# iii. February 2020 financial statements

Fox

The financial statements were unavailable at the time the meeting packet was released.

#### iv. Director's report

Fox

#### Administration

- I worked with the library safety committee to create a COVID-19 Closure Plan and Continuation of Service Plan for the District. The District board will discuss the plan at a special board meeting on Monday, March 16, 2020, 7pm.
- The safety committee also created a list of trustworthy resources regarding COVID-19 for the general public. The link to the resources are on the front page of the library website.
- The Library District has implemented several measures to protect our staff and patrons regarding the spread of COVID-19.

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541 386 2535

www.hoodriverlibrary.org

- At the end of each desk shift, staff members will wipe down hard surfaces.
- Staff members are directed to wash their hands at the end of a shift or when going on break.
- Facilities staff have been directed to wipe down all hard surfaces including surfaces in meeting and study rooms.
- When possible, library cards will be scanned in the patron's hands.
- Members of the public and staff are encouraged to stay home if they are sick.
- Do not handle food or snacks for others.
- Toys have been removed from public spaces for cleaning.
- All library volunteers have been advised to cease their volunteer activities until April. Nearly all our volunteers are 60 and up and are considered a vulnerable population in regards to COVID-19. We want to protect our volunteers from unnecessary exposure.
- To take preventative measures against the COVID-19 spread, I canceled all library events through Saturday, March 14, 2020.

#### **Facilities**

 The City of Hood River is considering all the suggestions from the board regarding improving the safety of the crosswalk in front of the library. They have moved the garbage can and completely removed the recycling bin which has increased viability.

#### VI. Previous business

i. Budget calendar approval and budget committee discussion (ACTION) Fox Attachment: VI.i. Proposed 2020-21 budget calendar

With the start of the new year comes the start of the next fiscal year's budget process. It begins with approving the budget calendar, which delineates when the budget committee will meet, when notices are published in the paper, and when the budget is approved by the Board. Our budget is reviewed by the budget committee, a group consisting of the Board of Directors and an equivalent number of community members.

Budget committee members are appointed to 3-year terms. Monica Zorza Hocket and Lani Roberts terms ended in 2019. Both Zorza Hocket and Roberts would like to renew for another 3-year term. Currently, our Budget Committee is Jen Bayer and Erick VonLubken. Amber Bello has resigned from the committee.

The District Board has to appoint a new member of the community to the committee. I recommend Angela Schock. Angela has prepared a statement to the board.

"I'm thrilled to be considered for a position on the library budget committee. Hood River

County's library is an integral part of our community and I would be honored to be part of the process to ensure its ongoing viability.

I am currently involved in the Friends of the Library as part of the weekly book prep team and a volunteer at library events. I would bring to the budget committee a background in business management. I am in my third year of retirement after 30 years in high-tech corporate employment (Canon and Hewlett-Packard) in positions ranging from product marketing and business management to business development and 'chief of staff' roles for senior executive level managers. My business skills include market and data assessment, setting and managing budgets, meeting facilitation, communications, building and managing processes and event strategy and management. Thank you in advance for your consideration." Angela Schock.

I would like to ask the board if they have a recommendation for the budget committee.

I'm asking the board approve Monica Zorza Hocket and Lani Roberts terms to another 3 year term, the budget calendar and appoint the Budget Officer, which typically is the Library Director.

In addition, I ask the board to appoint a new member to the committee to fulfill the remainder of Amber Bello's term, which ends June 2020.

#### VII. New business

i. Janitorial Services contract approval (ACTION)

Sheppard

Attachment:

VII.i.a. Contract for Janitorial Services

Two years ago, we went through the procurement process for Janitorial Services informal bids. We initially signed a one year contract that may be renewed two times for one year periods.

I recommend we renew the contract for an additional year with Tendene Enterprises (Clean-All Janitorial). We have used their services since 2012 and have been really satisfied with their work.

They have kept their monthly rate the same \$1,823 per month. I recommend we had two things to our current contract:

- Clean carpets two times per year to extend the life of our carpets.
- Dust all library shelves one time per month. Our shelves become extremely dusty and volunteers often do not want this duty. It would help the library look much cleaner.

The cost for the two additional items is \$150 per month bringing the yearly total \$1,973.

I have attached the original contract. There was a delay in receiving the one page extension from our legal counsel. I will bring the extension to the board meeting for approval.

# ii. Library Director Evaluation (ACTION)

Sheppard

Attachments:

VII.iii.a. Library Director Evaluation Policy VII.iii.b. Library Director evaluation timeline

I will be reviewed annually at the May Board meeting. The process is delineated in the Library Director Evaluation Policy. It's a 360° process. I evaluate myself, the staff evaluates me, selected community members evaluate me, and finally, with those previous three evaluations, the Board evaluates me. The questions use a 1-5 scale, with optional comments. The process typically runs from April through May, with the review happening at the May regular Board meeting, usually in executive session (although my evaluation is considered a public record, unlike other staff). The process goes like this:

The Board reviews and approves the questions and Library Director evaluation timeline.

In April, I am given two weeks to complete my self-evaluation. It mainly consists of narrative. At the same time, the staff and community members (which consists of the Presidents of the Friends and Foundation plus other individuals selected by the Board) are given their questions, which are distributed via online survey. The Library District Board President administers the online surveys using the District's SurveyMonkey account.

Once all three of those evaluations are completed, they're compiled by the Library District Board President and given to the entire Board to assist in completing their evaluations.

Once the Board evaluation is completed, I am given a week before the May meeting to review the evaluation.

At the May meeting, the evaluation meeting happens. At that time, the Board determines whether to renew my annual contract and if a step increase is warranted.

The evaluation goes into my personnel file.

The Library Director evaluation timeline needs to be approved by the board.

#### VIII. Agenda items for next meeting

Sheppard

- Staff presentation Children's Librarian Jana Hannigan
- Library policy

#### IX. Adjournment

Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Bolded topics are scheduled for the current meeting's executive session.

ORS 192.660 (1) (d) Labor Negotiations

ORS 192.660 (1) (e) Property

ORS 192.660 (1) (h) Legal Rights

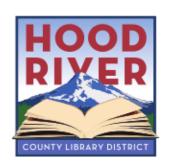
ORS 192.660 (1) (i) Personnel

The Board of Directors meets on the 3rd Tuesday each month from 7.00 to 9.00p in the Jeanne Marie Gaulke Memorial Meeting Room at 502 State Street, Hood River, Oregon. Sign



# Board of Directors Regular Meeting Minutes

Wednesday, February 19, 2020, 7:00pm
Columbia Room
502 State St, Hood River
Jean Sheppard President
Minutes prepared by Library Director Rachael Fox



# I. Additions/deletions from the agenda (ACTION)

Sheppard

Board President Jean Sheppard called the meeting to order at 7:03pm. Bureker made a motion to approve the agenda as presented. Janik seconded. The motion carried unanimously.

# II. Actual or potential conflicts of interest

Sheppard

None stated.

## III. Consent agenda (ACTION)

Sheppard

Marsden moved to approve the consent agenda. Janik seconded. The motion carried unanimously.

# IV. Open forum for the general public

Sheppard

None present.

# V. Reports

# i. Friends update

Fox

The was nothing to add to the written report.

#### ii. Foundation update

Fox

The was nothing to add to the written report.

# iii. January 2020 financial statements

Fox

The was nothing to add to the written report.

## iv. Director's report

Fox

Marsden asked if the stairwell was still under the floor in the children's area. Fox stated it was. Fox said Michael Peterson is a general contractor and secured the area. Fox explained Peterson said the construction was not done well but it is secure now and there is no danger to the public.

#### VI. Previous business

#### i. Earthquake insurance (ACTION)

Fox

Bureker stated if we add the insurance it should be something we can anticipate continuing indefinitely. Marsden stated hearing other Special Districts have earthquake insurance made

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her lean toward adding insurance for the library. Sheppard said she worried about not having insurance and then if the library does have damage, we would have to ask the public to vote to repair the building and that request would most likely not be supported by the public since we did not have insurance. Marsden agreed. Sheppard asked what the District can anticipate the insurance rate increasing each year. Fox stated she would contact the district insurance agent Jon Davies. Sheppard also asked when the insurance would go into effect. Fox stated she would ask Davies. Janik moved to add the earthquake insurance in the amount of \$3,323. Hackett seconded. The motion carried unanimously.

#### VII. New business

**i.** Budget calendar approval and budget committee discussion (ACTION) Fox Hackett stated he was unavailable Tuesday, May 12 and requested the meeting be moved to Wednesday, May 13. The board discussed that would be fine for everyone as long as more people could attend Wednesday, May instead of Tuesday, May 12. Fox stated she would contact the budget committee and report back to the board.

The board approved of retaining Monica Zorza Hackett and Lani Roberts on the budget committee. Fox will contact Zorza Hackett and Roberts to request they serve another three year term. Fox will contact the board if there are any openings that need to be filled. This will allow the board to gather recommendations together to discuss at the March 18 District Board meeting.

The board will approve the budget calendar and budget committee at the March 18 District Board meeting.

**ii. Contract renewal Ruben Cleaveland District legal counsel (ACTION)** Fox Sheppard stated there were not many options for legal counsel in the area. Fox stated she was happy with the service and support provided by Cleaveland. Sheppard also stated the District is happy with Cleaveland. Bureker moved to approve the contract renewal with Ruben Cleaveland. Hackett seconded. The motion carried unanimously.

# iii. Meeting room policy (ACTION)

Fox

Sheppard asked Fox to explain the desire to remove the requirement for the meeting room application. Fox stated it was redundant procedure since we input all the meeting room contact information and scheduling information into a Google calendar. In addition, our meeting room users agree to our Meeting Room Policy when the use our room and we do need patrons to fill out additional paperwork. Eliminating the need for an application for users who pay to use the room and use the room after hours will make library staff work flows more efficient. Janik asked if the meeting room application was a duplicate procedure? Fox stated it was. Sheppard stated it made sense to eliminate the application if it make things efficient and was not needed. Bureker made a motion to approve the updated meeting room policy. Marsden seconded. The motion carried unanimously.

#### iv. Gardens Maintenance contract renewal

Fox

Sheppard asked Fox if she was satisfied with the service by Mora's Lawn Maintance. Fox stated there were two concerns. First, a Master Gardener approached her to inform her the

bushes were not being trimmed properly. Second, the company was not always consistent regarding a weekly routine or they stated they would come and then not arrive for a few days. Fox stated they are a new company and she has been working with them and would like to give them another year to improve their service. Fox stated she would like to go through the bidding process next year. Sheppard stated there are not many companies in the gorge for commerical service. She recommended contacting the City or County and a company from Portland called Crystal Springs. Fox stated she would put the project out for bid in January. Fox stated it's not an ideal time of year since we often have snow on the ground. Hackett suggested extending the contract this year to end later in the season. Fox realized the reason the contract ends in February is most likely to have a person in place for spring cleanup which begins in March.

Bureker made a motion to approve the contract renewal. Hackett seconded. The motion carried unanimously.

v. Preventative Maintenance agreement with Hunter-Davisson, Inc. Fox Fox stated it is important to have our HVAC system and boiler routinely maintained. Fox recommends having one company visit four times per year to change the filters and check over the system. Our previous maintenance was done by two companies and was not reliably serviced. Fox was impressed with the service and expertise of Hunter-Davvisson. The contract is for one year and can be canceled anytime with 30 days notice.

Marsden made a motion to approve the Preventative Maintenance agreement with Hunter-Davisson. Janik seconded. The motion carried unanimously.

# vi. Library reader board sign discussion

Fox

The board discussed the location of the new sign. Sheppard and Marsden both stated they liked the location. Marsden asked if Fox had received any other negative feedback. Fox stated Michael Peterson heard a few people say the sign was ugly. He thought it was only due to it being new. Sheppard asked if staff had received feedback. Fox stated she did not recall anyone else negatively commenting on the sign and library staff had not reported any negative feedback. Marsden and Sheppard both stated they had heard people comment on the messages on the sign and now knew of programs occurring. Fox and the board agreed the sign was effective in regards to increasing awareness of programs at the library. Everyone agreed there was not another location as highly visible.

Sheppard stated the board listened and appreciated the feedback. She expressed change can be difficult but the reader board is highly effective to informing the public of our programs and services. From our five year strategic plan, goal number 4 is to expand alternative ways of promoting library news to increase participation and attendance and the board is highly motivated to get people into our building and utilizing our services. The board and library staff have overall received positive comment regarding the sign. Many other organizations use these types of boards to receive information and the board is satisfied with the placement.

# vii. Art installation request discussion

Fox

Sheppard and Marsden stated they liked the sculpture. Fox stated she thinks it is important to

develop a policy to address art installations and donations since she expected other artists may request in the near future to have art installed on the grounds on within the library. Fox stated she was approached in the past but it did not move to the formal board level. The board agreed it would be best to have a policy in place before considering the art piece. Fox stated she would contact Chas Martin and inform him the board will be working on a policy over the next few months and she would contact him when it was in place.

### viii.Library crosswalk discussion

Fox

Sheppard stated she had received feedback from patrons in the community to remove the garbage and recycling can. Fox stated that is her recommendation she planned to bring to the committee, too. Fox stated City Administrator Rachael Fuller is happy to work with the District to improve the crosswalk. The following ideas were also discussed:

- Radar speed sign.
- Speed bump.
- Strobe light instead of a yellow flashing light.
- Increase policing in the area.
- Install caution lines or lines and signage similar to the signs on the heights.
- Place a receptacle at each side of the streets with little stop signs or flags patrons can carry across.

Fox will contact the city and report back to the board.

# VIII. Agenda items for next meeting

Sheppard

- Timeline for Library Director Evaluation
- Renewal contract Tedene Enterprises for Janitorial services
- · Budget calendar approval. committee approval
- Library policy

# IX. Adjournment

Meeting adjourned at 8:07pm.

Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Bolded topics are scheduled for the current meeting's executive session.

ORS 192.660 (1) (d) Labor Negotiations

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# 2020-2021 Budget Calendar



Publish Website Notice of First Budget Committee Meeting (5 - 30 days before hearing)

## Wednesday, April 22, 2020

Publish Newspaper Notice of First Budget Committee Meeting (5 - 30 days before hearing, at least 5 days apart)

#### Wednesday, May 13, 2020, 6.30 - 8.30p, at Hood River Library

First Budget Committee Meeting

- Receive budget message
- · Presentation of budget document
- Budget Committee deliberations and questions
- Public comment

# **Tuesday, May 19, 2020, 6.00 - 7.00p**, at Hood River Library Second Budget Committee Meeting

(if necessary)

Budget Committee deliberations and questions

# Saturday, May 30, 2020

Publish financial summaries and Notice of Budget Hearing (one publication, 5 – 30 days before hearing)

# Tuesday, June 16, 2020, 7.00p, at Hood River Library

Public hearing

Meeting to adopt budget, appropriate funds, and levy property taxes

# Thursday, July 2, 2020

Deliver notice of property tax form LB-50 to County Tax Assessor (by July 15)

- LB-50 (2 copies)
- Resolution passing budget (2 copies with original signatures)
- Budget (2 copies)
- Affidavits of publication (Budget Committee meeting & Budget Hearing)

502 State Street Hood River - OR 97031

COUNTY LIBRARY DISTRICT

# HOOD RIVER COUNTY LIBRARY DISTRICT PERSONAL SERVICES CONTRACT

(Janitorial Services)

| DATE:    |   |                |
|----------|---|----------------|
| PARTIES: | Hood River County Library District<br>502 State Street<br>Hood River, OR 97031                            | ("District")   |
|          | Tedene Enterprises, Inc.; DBA Clean-All Janitorial 1767 12 <sup>th</sup> St. #239<br>Hood River, OR 97031 | ("Contractor") |

#### **RECITALS**

Contractor is being engaged to provide janitorial services for all areas of the District's property located at 502 State Street, Hood River, Oregon.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. Statement of Work. Contractor shall provide the services set forth in Exhibit "A" (the "Work"). Upon mutual agreement of the parties, the Statement of Work may be updated and amended from time to time; provided, such changes shall be indicated on a revised Exhibit "A" that is signed by both parties. Contractor shall perform the Work as directed by the Library Director and in accordance with the terms and conditions of this Contract.

In performing the Work, the following shall apply:

- **a.** Contractor shall provide all essential cleaning products and equipment. The Contractor shall also have in place an OSHA compliant Material Safety Data Sheet ("MSDS") Program and provide Contractor with a copy to be made available on-site. Contractor must keep the program and Contractor updated if there are changes. Notification of changes must be made immediately.
- **b.** District will provide trash bags, toilet paper, soap, paper towels, toilet bowl blocks, feminine products, disposable cups, changing table covers, and toilet seat covers.
- **c.** Contractor is prohibited from sharing keys to the building with assistants or anyone else without approval from Contractor. Contractor reserves the right to reject any employee's privilege to work inside or outside the facilities.

Contract for Janitorial Services - Page 1 of 4

- **2. All Costs by Contractor:** Contractor shall, at its own risk and expense, perform the Work described above and, except as otherwise specified, furnish all labor, equipment and materials required for the proper performance of the Work.
- **3. Qualified to Provide Work:** Contractor has represented, and by entering into this Contract now represents, that Contractor and all personnel assigned to the Work required under this Contract, if any, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
- **4. Contract Term:** This Contract becomes effective on April 1, 2018. Unless extended or terminated earlier in accordance with its terms, this Contract terminates on March 31, 2019. This Contract may be extended for up to two (2) one-year terms upon written consent of the parties. Contract termination does not extinguish or prejudice District's right to enforce this Contract with respect to any default by Contractor that has not been cured.

#### 5. Compensation:

- **a**. Contractor shall be paid at the rate of \$1,823.00 per month. Compensation shall not exceed the rate specified without District's prior approval.
- **b.** Contractor shall submit monthly invoices to the District for Work performed. The invoices shall describe all Work performed with particularity and shall itemize and explain all expenses that this Contract requires District to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall send invoices to the District by the tenth of the month for work completed in the prior month. Payments shall be made within 30 days of the date of the invoice. Should the Contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.
- **6. Ownership of Documents:** All documents and other work product created by Contractor pursuant to this Contract shall be the property of District.
- **7. Indemnification:** CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE DISTRICT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT. Contractor shall not be held responsible for any claims, suit, actions, losses, damages, liabilities, costs and expenses directly, solely, and proximately caused by the negligence of District.
- **8. Termination:** This Contract may be terminated by either party by giving thirty days written notice to the other party.

Contract for Janitorial Services - Page 2 of 4

#### 9. Independent Contractor Status:

- **a.** Contractor shall perform all Work as an independent Contractor. The District reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the District may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- **b**. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the District, as those terms are used in ORS 30.265.
- c. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- **10. Insurance.** Contractor shall maintain general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000.00 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the District, its officers and its employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.
- 11. Assignment and SubContracts: Contractor shall not assign this Contract or subContract any portion of the work without the written consent of District. Any attempted assignment or subContract without written consent of District shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subContractors and of all persons employed by them, and the approval by District of any assignment or subContract shall not create any Contractual relation between the assignee or subContractor and District.
- 11. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between District and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- **12. Merger Clause; Waiver**. This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained.

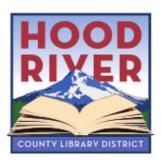
- **13. Amendments**. No amendment to this Contract is effective unless it is in writing signed by the parties.
- **14. Attorney Fees**. In the event of any action or proceeding to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.
- **15. No Third Party Beneficiaries.** The signatories to this Contract are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
- **16. Counterparts.** This Contract may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

| <u>CONTRACTOR:</u> | <b>DISTRICT:</b>   |
|--------------------|--------------------|
|                    |                    |
| By:                | Jean Sheppard      |
| Title:             | District President |

# **Library Director Evaluation Policy**

The Board of Directors of the Hood River County Library District has one senior management staff position, Library Director. The Library Director reports to the Board of Directors and is responsible for the day-to-day operations of the District. The Board of Directors has the authority and responsibility to administer the annual evaluation process of the Library Director.



# Frequency

The District will evaluate the Library Director's performance as it relates to the duties in the job description and goals established for the District and Director at the six month hiring anniversary, again at twelve months, and annually thereafter. In addition to evaluating performance, the review will include opportunity to create annual goals and identify training needs or opportunities for the Library Director. The annual evaluation timeline shall be created and changed as needed by the Board President and approved by the Board of Directors.

#### **Procedure**

The Board of Directors shall complete the Library Director evaluation using the following procedures:

- 1. The Board of Directors shall establish the evaluation and criteria in consultation with the Library Director. Any changes to the criteria or goals shall become effective after mutual agreement between the Board and the Library Director.
- 2. The Library Director shall complete a self evaluation form and submit it to the Board.
- 3. District staff shall be requested to supply anonymous written input on approved evaluation forms, which shall allow for standard ratings and space for written comments.
- 4. The overall results of a feedback survey from community members selected by the Board of Directors may be used as a source of input in the evaluation process.
- 5. Board members shall complete individual evaluations, on forms with standard ratings and space for written comments, following receipt of evaluations from the Library Director, District staff, and community members.
- 6. The input from the Board, staff, Library Director, and community evaluations, as well as the forms themselves, shall be compiled by the Board President.
- 7. The final draft of the evaluation is then presented to the Library Director. Scored areas will be averaged as appropriate. The written statements of the evaluations shall be included.
- 8. The Library Director shall have one week to review the final draft of the evaluation and develop written comments in response. These comments shall be submitted first to the Board of Directors with the proposed evaluation.
- 9. The evaluation shall at all times be reviewed in executive session meetings unless the Library Director requests that it be conducted in public.
- 10. The President will meet with the Library Director to review the evaluation, develop goals, and identify training needs to be included in the final evaluation document.

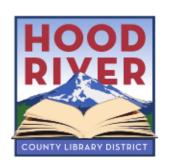
502 State Street Hood River - OR 97031

- 11. The Board of Directors shall review and accept or reject the evaluation or any portion thereof as compiled by the President. At this time, the Board of Directors shall determine the amount of salary increase (if any)in the Library Director's compensation to be awarded in the next fiscal year (July 1). The salary increase shall be in compliance with the established salary structure system. The salary deliberations shall be held in public session.
- 12. The evaluation, once approved by the Board of Directors, is then presented to the Library Director for his/her files and the personnel file. The evaluation is subject to disclosure under public records laws.

Approved by the Board of Directors, June 19, 2012

Last amended: January 15, 2018 Last reviewed: January 15, 2018

# Library Director Evaluation Timeline 2018-19



#### Tuesday, March 31, 2020

Email Library Staff - Upcoming Library Director evaluation

Library Director

#### Tuesday, April 7, 2020

Library District Board President

Email survey monkey link and explanation to library staff and community members

# Tuesday, April 14, 2020

Reminder email

Library District Board President

- Library Staff
- Friends and Foundation presidents

#### Tuesday, April 21, 2020

Evaluation due

- Library Staff
- Friends and Foundation presidents

#### Friday, April 24, 2020

Email board survey monkey form

Library District Board President

#### Friday, May 1, 2020

Reminder email

Library District Board President

· Library District Board

#### Friday, May 8, 2020

Evaluation due

Library District Board

#### Friday, May 8, 2020 - Thursday, May 14, 2020

Library Director reviews compilation of staff, community and District board surveys

#### Tuesday, May 19, 2020

Library District Board conducts Library Director evaluation in Executive session at the regular monthly board meeting

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