
Sage – Time for Change
Transition Plan for 70 Plus Libraries
in the Sage Library System



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1.0 Background and Purpose

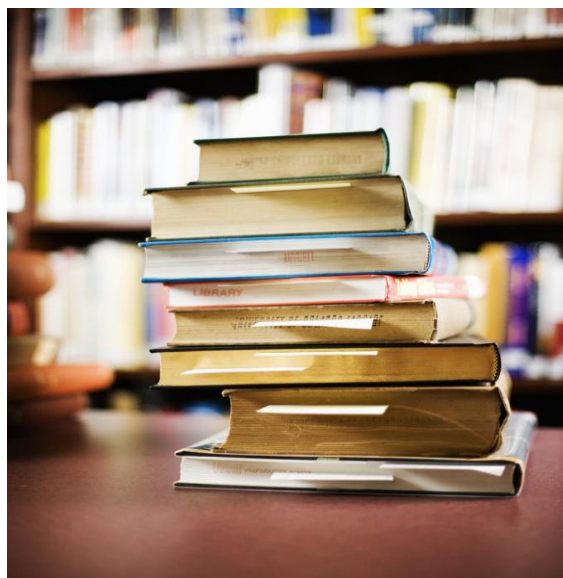
This plan for organizational transition and future activities is for **Sage**, a consortium of 70 plus member libraries in fifteen counties in eastern and central Oregon. The initial birth of Sage and the Sage User Council was formed in 1988 as the *Umatilla-Morrow Counties Resource Sharing Project* funded by a Library Services and Construction Act grant. Since 2001, the offices and administrative work of Sage has been supported and housed by Eastern Oregon University (EOU). In 2012 EOU announced that it was going to a different integrated library system than the Evergreen system offered by Sage. Since EOU is not only a Sage member but also the fiscal and legal umbrella under which Sage operates, the new direction EOU chose helped Sage recognize the need to develop a plan for restructuring and reforming itself, so it could continue to provide services to its members.

The Sage User Council governs the services and staff of Sage and is made up of fourteen representatives of the various membership levels.

In June of 2013, Sage developed a request for proposals, funded by a grant from The Ford Family Foundation. Heidi E. Henry of Banner Non-Profits was hired to facilitate a member-driven plan for an organizational transition. This work involves documenting goals, strategies, and the next step activities that the Sage User Council can take to complete the transition, and phase its work into extended training and resource management for improved membership services.

The methodology incorporates the following activities:

- Conference call meetings in September and October 2013 with Sage appointed Retreat Task Force members to outline the plan for the retreat and the goals of the project.
- Day-long retreat October 25, 2013 with Sage members.
- Interviews with current Sage staff and Sage User Council member Buzzy Nielson and Umatilla County Special Library District Coordinator Mary Nixon.
- Conference call meeting with the Sage Planning Committee to review meeting notes and next steps
- Draft report development
- Review draft report with Task Force members in December 2013 and January 2014
- Final draft of report due January, 2014



This report is organized into seven main sections: 1.0 Background and Purpose, 2.0 Organization Transition Overview, 3.0 Organizational Goals and Strategies, 4.0 Organizational Structural Options, 5.0 Assumptions Affecting the Budget, 6.0 Budget, 7.0 Implementation Action Plan.

2.0 Organizational Transition Overview

In the coming months, Sage will enter into a transitional phase as it continues to deliver its mission of “...providing library members with opportunities for educational, cultural and intellectual growth through access to integrated library resources.” In October of 2013, Sage membership and staff spent a day thinking about and discussing their hopes and dreams for Sage, its future and needed expansion of services. In the two weeks previous, Sage membership was sent an electronic survey instrument that allowed membership libraries the chance to comment on activities and needed services of Sage, and questions to think about if they were coming to the planning retreat. At the end of the retreat day, the participants had an opportunity to comment on the future potential framework of Sage. Two options were prioritized and are outlined in this plan. Some criteria for prioritizing structural options are in the notes in Appendix E. The first option is to fold Sage services under the auspices of a special library district. The second option is to fold under a separate 501(c)(3) organization that has a compatible mission.

This plan outlines the steps and the initial operational budgets needed to draft a *Letter of Interest* for interested organizations that may want to house Sage operations. The Sage User Council will need to target potential organizations and districts with the letter, and prepare a proposal for housing Sage. After the transition, Sage will focus its attention on staff training, implementing the latest technical services, creating superior customer service protocols, supporting efficient service delivery, and responding to the rural and remote needs of eastern and central Oregon libraries.

Sage members clarified the mission, vision and values of Sage at the October retreat. Although Sage has a current mission and vision, participants revised these important statements to impart the impact they believe Sage helps them makes in their rural communities. Sage members also developed some values statements that were word-smithed after the retreat by Sage members. These new renditions of the vision, mission and values need to be approved by the User Council before the report is adopted.

Mission Statement

“The Sage Library System of Oregon is committed to providing all libraries within the Sage member area with opportunities for educational, cultural, and intellectual growth through access to integrated library resources. The system promotes and supports resource sharing, professional development, collaboration, and innovation among public, academic, school, and special libraries located in Oregon.”

Vision Statement

“The Sage rural library system is a distinctive model of rural support services for member libraries in eastern and central Oregon. We support outstanding training opportunities, efficient resources, and integrate cutting edge technologies to deliver the services our members expect. We impact our communities through supporting the vital work of our rural community libraries, thus creating a rural Oregon where everyone can work, play and learn.”

Values Statement

“Sage participants work hard to create an inclusive, friendly and helpful atmosphere as they work to serve their library members. They strive to deliver accessible services to all members, and communicate and collaborate with other organizations and member libraries as they leverage their resources with other rural needs.”

3.0 Organizational Goals and Strategies

The following strategies were developed near the conclusion of the Sage retreat. The goals are based on the categories of strategies, and should be action-planned by staff and the User Council *after* Sage transitions into its new home.

Goals	Program Strategies
Resource Programs	<ul style="list-style-type: none"> • Offer regional and online training • Have advanced training in cataloguing • Develop better catalogue experience • Explore hiring a resource manager position • Build in a real-time (chat-line) help line • Have a catalog that is consistent • More Integrated Library System development • Improve Sage list serve for librarians • New member orientation
Expand Communication	<ul style="list-style-type: none"> • Create and update new lines of communication between members • Build a plan for courier sustainability • Identify potential collaborative partners after the transition • Market Sage services to new potential members • Build a marketing committee • Plan for a new logo • Default so patron is directed to a home library • Develop a policy and procedure manual for loaning and borrowing • Enforce consortium rules
Sustainable Governance	<ul style="list-style-type: none"> • Develop a Sage User Council governance program • Assess staffing needs annually • Maintain long and short-term planning • Build a governance policy and procedure manual including financial transparency • Plan for a centralized governance council • Build strong leadership continuity
Implement Stable Funding	<ul style="list-style-type: none"> • Three year budget for funding • Assess membership fees annually for appropriate levels

4.0 Organizational Structural Options

In the October 25, 2013 Sage member planning retreat, two prioritized options for the framework of Sage surfaced after voting. They are: A) Sage can function under the management and direction of a special library district or, B) Sage can function under the management and direction of a nonprofit entity.

The basic assumptions for organizational structure are outlined in each of the options listed below: Option A and Option B.

5.0 Assumptions Affecting the Budget

- Sage will complete its transition into a new framework in the next twelve to sixteen months. The new framework can support one FTE Project Coordinator, a .5 FTE Technical Software Support Specialist (IT), and a .25 FTE administrative position (bookkeeping). The following budgets' personnel costs are based on some current budget projections supplied by Sage. The Project Coordinator position benefits assume payroll expenses at 12% of salary, 13% for workers' compensation insurance and health insurance, and 3% for retirement. There are no benefits for part-time positions. This budget shows the gap of \$20,000 that EOU paid in a Sage membership, and the additional expenses of paying for office space, server, and the other in-kind services EOU provided. These costs need to be adjusted in the budget which will be based on the Letter of Interest that the Sage User Council may send out to develop the "pitch" to organizations they target that may want to house Sage.

General Assumptions for Option A: Assumption under a Special Library District

- Oregon law is a little grey about organizations that are closely affiliated with and under the auspices of government agencies.
- In general, if Sage becomes part of a library special district, that district's board will be in legal charge of Sage even if Sage keeps its advisory board. According to the Oregon Department of Justice, the organization that has its IRS designation and takes on Sage will be the legal entity under which Sage would function. The special district board can delegate authority to the advisory board to make decisions, but it cannot delegate responsibility.
- The special district that is assuming Sage would need to investigate what its bylaws say about managing committees, subcommittees or advisory boards and public meeting law; Sage may need to develop or rewrite a new set of bylaws that dove-tail with the special district board's bylaws. Perhaps a policy and procedure manual with advisory board roles and responsibilities job descriptions would suffice. A bylaws checklist, copy of current bylaws and the current memorandum of understanding between Sage and Eastern Oregon University is in Appendix C.
- All Sage staff would be under the ultimate direction of either the district board of directors, or the special district executive director, as per special district policies. Two flow charts of possible organizational structure are in Appendix B.
- This structure would serve to keep Sage administrative costs to a minimum but would entail clear roles and responsibilities for the User Support Council and key staff. Draft job descriptions for the Project Manager and the IT position are in Appendix D. The administrative position job description needs to be drafted once the project manager has assumed his or her duties, and is not included in the examples in Appendix D.

- For insurance purposes, it's important that special district legal counsel review the final negotiated structure between Sage and the special library district to ensure coverage for staff and board.

General Assumptions for Option B: Assumption under a 501(c)(3), tax-exempt nonprofit corporation

- If Sage is managed under a 501(c)(3), the role of the charity board would be to negotiate an agreement (based on the charity's bylaws), about how the Sage User Council would function.
- Oregon law is clear that advisory boards have no legal standing, thus the Sage User Council and staff would be serving at the pleasure of the Board of Directors or the Executive Director – whichever is deemed most appropriate.
- A clear User Council directive or memorandum of understanding should be developed so budgets, expenditures, staff management, reporting and administrative costs, grant approval and support, and insurance and employee benefits are outlined and documented. Examples of current memos of understanding and bylaws are in Appendix C.
- A structural flow chart for the 501(c)(3) option is in Appendix B.

General Assumptions for both Options A and B

- The server for Sage should be housed where the head offices and staff of Sage are located. This is for ease of troubleshooting, management, and system upgrades.
- Any organization willing to assume responsibility for Sage must be willing to have, or upgrade to, a system willing to support a server the size of Sage.
- This budget assumes office rental space based on a general square foot rental office space at \$.60 per square foot.
- Office space at 600 square feet would hold two desks, copier, bookcases, and files. Server space should be made available based on the current model of 64 square feet.

Revenue Assumptions

- Existing membership dues and future dues charged were developed by the current Sage User Council. This budget was used in developing projections for the Sage budget without Eastern Oregon University's past participation as a member.

Expense Assumptions

- Supplies, materials and contractual cost estimates are based upon best current available information about utility rates and average costs of similar size offices in eastern Oregon. The Project Coordinator position benefits assume payroll expenses at 10% of salary, 12% for workers' compensation and health insurance, and 3% for retirement. There are no benefits for part-time positions.
- Expenses associated with staffing are the most significant cost of an office. There are three staffing positions – some contracted and some salaried positions. Salaried employees of Sage include: a full time Project Manager, part time administrative position/bookkeeper and part time IT person. The Project Coordinator position benefits assume payroll expenses at 12% of salary, 12% for workers' compensation and health insurance, and 3% for retirement. There are no benefits for part-time positions.
- Budget should be reviewed monthly and adjusted accordingly as soon as the agreement for the organization that is assuming Sage is adopted. Thereafter, monthly financial statements that follow the best practices for special districts or charities should be adopted for assessing revenue and expenditures.

6.0 Budget for Sage

A three-year budget for Sage appears on the following pages with a summary page at the conclusion. Budgets are a generalization of a number of factors, and are not to be construed as “actual.”

<u>Budget Revenues Yr 1</u>			
Sources/Programs K=population	\$/Member or Event	# of Members or Occurrences	Total Revenue
<i>Memberships</i>			
Annual University	0	0	0
Annual Community College Moderate	5,100	2	10,200
Annual Community College Small	7,580	1	7,580
Annual Public 15-30k	10,000	7	70,000
Annual Public 5-15k	8,140	5	40,700
Annual Public 2-5k	1,375	7	9,625
Annual Public 750-2k	1,220	8	9,760
Annual Public <705	1,020	6	6,120
Schools >500	2,035	3	6,105
Schools <500	1,020	2	2,040
Schools <100	765	2	1,530
Inter-Library Loan Schools	305	12	3,660
Other (Grant County)	5000	1	5,000
Total Revenues			172,320

<u>Budget Expenditures Yr 1</u>				
	Cost	Unit	Hours	Annual Expenditure
Personnel				
1 FTE Director *	50,000	year		50,000
.5 FTE IT Position	22.00	hour	1,060	23,320
.25 FTE Administrative Assistant	12.50	hour	530	6,625
Benefits/Taxes				
Full Time ¹	28%	%	NA	14,000
Part Time	NA	NA	NA	
Personnel Subtotal				93,945
Contracted Services				
Courier				44,000
Evergreen server and equipment				15,000
Authority work				8,500
Contracted Subtotal				67,500

*Benefits and taxes include Fica, Unemployment, Retirement Contribution, Workmans Comp and Health Insurance up to \$550/mo = 28%

<u>Budget Expenditures Yr 1</u>				
	Cost	Unit	Hours	Annual Expenditure
Non-Personnel Cost				
Occupancy (rent, utilities) ²				11,400
Insurance				1,200
Postage				300
Printing				350
Office supplies				800
Travel/Training/Conferences				6,000
Telephone				900
Equipment				1,500
Equipment replacement				20,000
Subtotal non-personnel				42,450
Total Expenditures				203,895

<u>Budget Revenues Yr 2</u>			
Sources/Programs	\$/Member or Event	# of Members or Occurrences	Total Revenue
<i>Memberships</i>			
Annual University	0	0	0
Annual Community College Moderate	5,100	2	10,200
Annual Community College Small	7,580	1	7,580
Annual Public 15-30k	10,000	7	70,000
Annual Public 5-15k	8,140	5	40,700
Annual Public 2-5k	1,375	7	9,625
Annual Public 750-2k	1,220	8	9,760
Annual Public <705	1,020	6	6,120
Schools >500	2,035	3	6,105
Schools <500	1,020	2	2,040
Schools <100	765	2	1,530
Inter-Library Loan Schools	305	12	3,660
Other (Grant County)	5000	1	5,000
Total Revenues			172,320

Budget Expenditures Yr 2				
	Cost	Unit	Hours	Annual Expenditure
Personnel				
1 FTE Director	51,500	year		51,500
.5 FTE IT Position	22	hour	1,060	23,320
.25 FTE Administrative Assistant	12.50	hour	530	6,625
Benefits/Taxes				
Full Time*	28%	%	NA	14,420
Part Time	NA	NA	NA	
Personnel Subtotal				95,865
Contracted Services				
Courier				44,000
Evergreen server and equipment				10,000
Authority work				8,500
Contracted Subtotal				62,500
Non-Personnel Cost				
Occupancy (rent, utilities) ³				11,400
Insurance				1,200
Postage				300
Printing				350
Office supplies				800
Travel/Training/Conferences				6,000
Telephone				900
Equipment				1,500
Equipment replacement				20,000
Subtotal non-personnel				42,450
Total Expenditures				200,815

*Benefits and taxes include FICA, Unemployment, Retirement Contribution, Workers' Compensation and Health Insurance up to \$550/mo = 28%

Budget Revenues Yr 3			
Sources/Programs	\$/Member or Event	# of Members or Occurrences	Total Revenue
Memberships			
Annual University	0	0	0
Annual Community College Moderate	5,100	2	10,200
Annual Community College Small	7,580	1	7,580
Annual Public 15-30k	10,000	7	70,000
Annual Public 5-15k	8,140	5	40,700
Annual Public 2-5k	1,375	7	9,625
Annual Public 750-2k	1,220	8	9,760
Annual Public <705	1,020	6	6,120
Schools >500	2,035	3	6,105
Schools <500	1,020	2	2,040
Schools <100	765	2	1,530
Inter-Library Loan Schools	305	12	3,660
Other (Grant County)	5000	1	5,000
Total Revenues			172,320

Budget Expenditures Yr 3				
	Cost	Unit	Hours	Annual Expenditure
Personnel				
1 FTE Director	52,000	year		52,000
.5 FTE IT Position	22.5	hour	1,060	23,850
.25 FTE Administrative Assistant	13.50	hour	530	7,155
Benefits/Taxes				
Full Time ⁴	28%	%	NA	14,560
Part Time	NA	NA	NA	
Personnel Subtotal				97,565
Contracted Services				
Courier				44,000
Evergreen server**				8,000
Authority work				8,500
Contracted Subtotal				60,500
Non-Personnel Cost				
Occupancy (rent, utilities) ⁵				12,700
Insurance				1,300
Postage				350

⁴Benefits and taxes include FICA, Unemployment, Retirement Contribution, Workers' Compensation and Health Insurance up to \$550/mo = 26%

⁵** Server costs go down once in place and performing

Budget Expenditures Yr 3				
	Cost	Unit	Hours	Annual Expenditure
Printing				400
Office supplies				800
Travel/Training/Conferences				6,000
Telephone				1,000
Equipment				1,500
Equipment replacement				3,000
Subtotal				27,050
Total				185,115

Summary Budget

Operations Summary

	YEAR		
	1	2	3
Revenue			
Annual Memberships	172,320	172,320	172,320
Revenue Subtotal	172,320	172,320	172,320
Expenditures			
Personnel	93,945	95,865	97,565
Contracted Services	67,500	62,500	60,500
Non Personnel	42,450	42,450	27,050
Expenditures Subtotal	203,895	200,815	185,115
Excess of revenues over (under) expenditures	(31,575)	(28,495)	(12,795)

7.0 Implementation Action Plan

1. The Sage Retreat Planning Committee completed a final report review in January, 2014. , when the report will be delivered to the Planning Committee Chair, who will then forward the report to the Sage User Council.
2. The Sage User Council will review the report for approval.
3. Once approved, the report may be made available to Sage membership.
4. Next, the Sage User Council can prepare the Letter of Interest – a letter that outlines the needs of Sage. This letter will ask for appropriate interested organizations to respond so Sage can prepare customized presentations.
5. Send the letter to potential organizations like special library districts and any 501(c)(3)s that have expressed interest in the project.
6. Once Sage User Council has presented to the various organizations, they can choose which entity is a best fit.
7. The Sage User Council and the board of the organization chosen should negotiate a memorandum of understanding and confirm with legal counsel.
8. An action plan for activities and timeline should be developed for the final transition of offices, duties and server/phone systems.
9. Once transition has taken place, the strategies developed during the retreat should be prioritized and action-planned based on the resources available.

Appendices

Appendix A: Retreat Participants and Retreat Task Force members

Appendix B: Flow Chart of Optional Structures A, A1, and B

Appendix C: Bylaws Checklist, Copy of Sage Bylaws and Memo of Understanding

Appendix D: Draft Project Manager and Technical Support Position

Appendix E: Notes from the October 25, 2013 Member Meeting

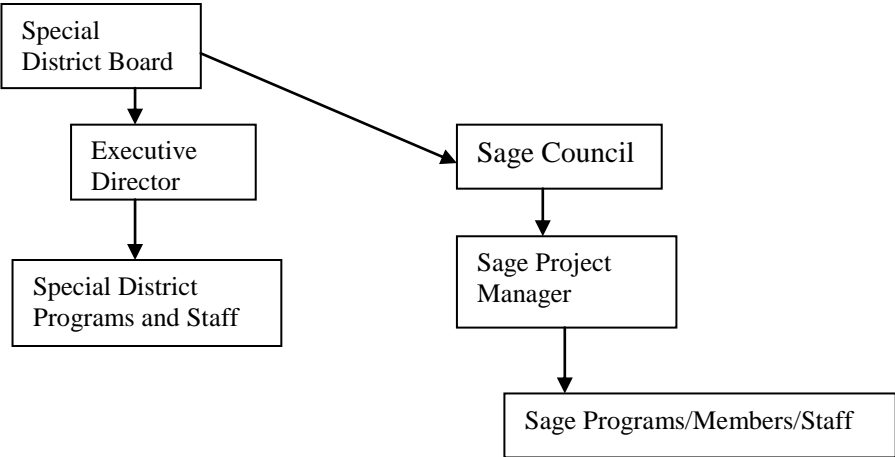
APPENDIX A

Retreat and Survey Participants * Sage Retreat Planning Committee

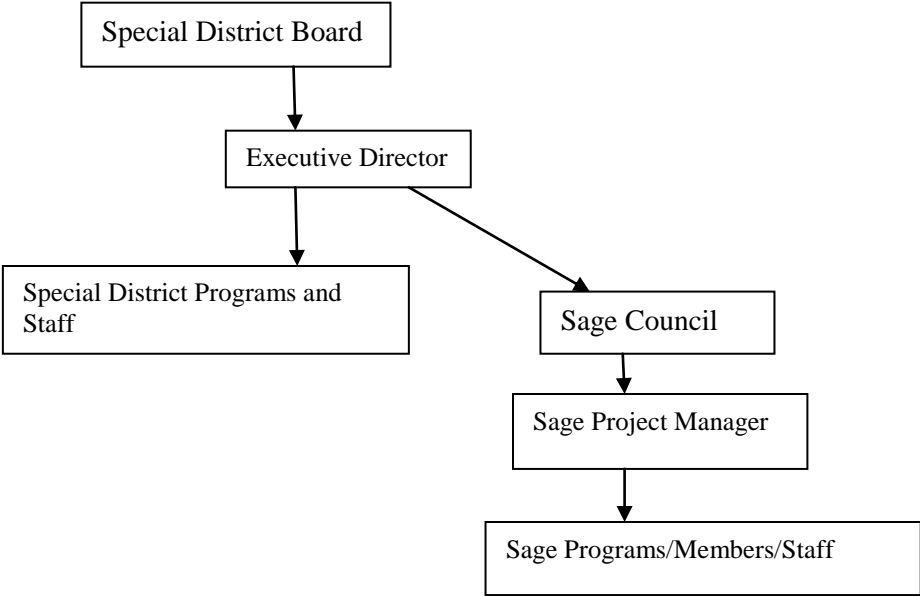
ATTENDEE	ORGANIZATIONAL AFFILIATION
Marie Baldo*	Hermiston Public Library
Diane Berry	Echo Public Library
Carrie Bremer	Athena Public Library
Carrie Bushman	F. Maxine and Thomas W. Cook Memorial Library (LaGrande)
Karen Clay	Eastern Oregon University Library
Lyn Craig	LEO (Libraries of Eastern Oregon)
Sherrri Contreras	Ukiah Public/School Library
Tera Dolan	Sherman County Public/School Library
Mary Finney	Pendleton Public Library
Cheryl Hancock	Harney County Library
Amy Hutchinson	Lake County Public Library District
Bob Jones*	Milton-Freewater Public Library
Geneene Kingsford	Joseph Public Library
Kellie Lamoreaux	Umatilla Public Library
Celia Lind	Wallowa Public Library
Cecili Longhorn	Stanfield Public Library
Beth Longwell*	Sage Project Manager
Ryan McGinnis	F. Maxine and Thomas W. Cook Memorial (LaGrande)
Laurie Melson	Echo Public Library
Arla Melzer	Sherman County Public/School Library
Brent Mills	Sage IT Support Staff
Mary Mitchell	Arlington Public Library
Buzzy Nielsen	Hood River County Library District
Mary Nixon*	Umatilla County Special Library District
Dea Nowell	Umatilla County Special Library District
Chris Ostberg	Grant County Library
Diana Pearson	Baker County Library District
Denine Rautenstrauch*	Enterprise Public Library
Louise Sheldon	Union Carnegie Public Library
Donna Sheridan	Milton-Freewater Public Library
Perry Stokes*	Baker County Library District
Christina Trunnell*	Treasure Valley Community College Library
Shannon Van Kirk	Blue Mountain Community College Library
Delia Wallis	Hermiston High School Library
Vicki Waters	Grant County Library
Anne Zuehlke*	Hood River Valley High School Library

Appendix B

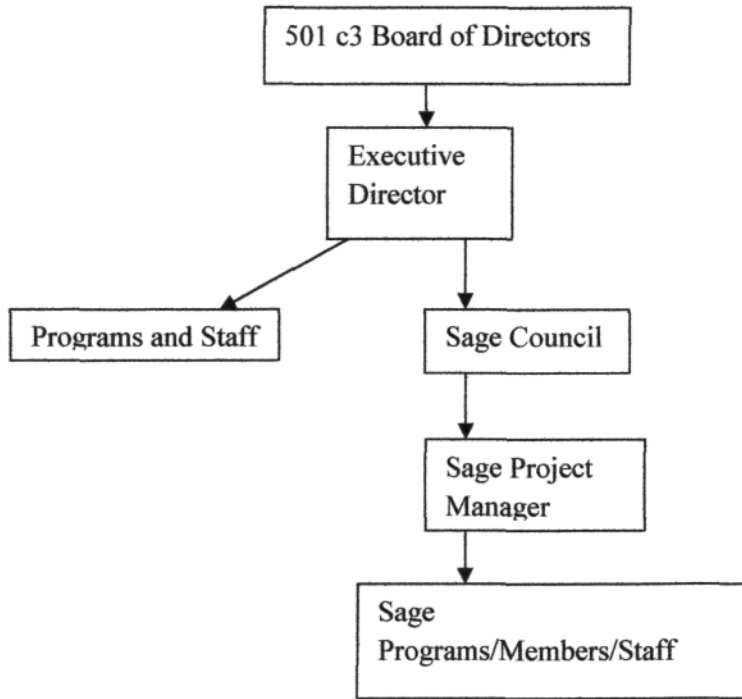
Flow Chart of Operational Structure A



Flow Chart of Operational Structure A1



Operational Flow Chart B:



Appendix C

Bylaws Components Checklist for Advisory Boards or Committees

1. Name of body
2. Mission statement
3. Purpose of board
 - a. statute (if applicable)
 - b. board order (if applicable)
 - c. goals
 - d. guidelines and/or parameters
4. Membership
 - a. representation
 - b. appointment/reappointment terms
 - c. duties/expectations
5. Termination
 - a. meeting attendance requirements
 - b. resignation
 - c. reasons for dismissal
6. Meetings
 - a. public meeting laws
 - b. minutes
 - c. schedule of regular and special meetings
 - d. decision-making method (put in examples?)
 - e. quorum
 - f. conflict of interest disclosure process
 - g. executive committee membership (if applicable)
7. Officers
 - a. selection process
 - b. length of terms
 - c. duties of each office
 - d. filling vacancies
 - e. removal from office
8. Subcommittees
9. Revision or amendment of bylaws

Sage Library System Bylaws 1-2012

ARTICLE I - NAME

The name of the body shall be the Sage Library System.

ARTICLE II - OBJECT

The object of the Sage Library System shall be to provide for shared automation, technology, and courier systems for member libraries.

ARTICLE III - MEMBERS

Section 1. Scope

Sage is composed of libraries and other institutions in the Pacific Northwest committed to sharing materials among each other.

Section 2. Membership types

Sage is composed of the following types of members:

- Academic libraries;
- Community college libraries;
- Library districts serving multiple libraries;
- Public libraries;
- Resource-sharing partner institutions;
- School libraries.

Each member may designate one primary and one alternate person from their institution to act on the member's behalf.

Section 3. Membership rights and responsibilities

Members of the Sage Library System have the following rights:

- Participation in shared automation and courier services;
- One vote per member institution at membership meetings;
- Eligibility to have a representative serve on the User Council.

In accepting membership, institutions agree to abide by the Memorandum of Understanding creating Sage, these Bylaws, and the Standing Rules of the Sage Library System.

Section 4. New members

New members may be added to the Sage Library System by a majority vote of the User Council.

Section 5. Fees

Members shall be assessed an annual fee based on membership type and size. Members who fail to pay their dues before the billing cycle of the following fiscal year shall no longer be considered members of the Sage Library System. Fees shall be determined annually by the User Council during the budgeting process.

ARTICLE IV - USER COUNCIL

Section 1. Authority and purpose

The Sage Library System shall be governed by a User Council. The User Council shall consider all matters and devise all policies necessary or desirable for the operation of the Sage System and shall enforce and uphold and implement appropriate rules and procedures with exclusive authority over all matters not reserved to the authority of the Eastern Oregon University

Administration or to the individual libraries in the Memorandum of Understanding.

Section 2. Composition

Voting members of the User Council shall consist of fourteen voting representatives.

Representative classifications are as follows:

1. One representative from the Eastern Oregon University Pierce Library;
2. Two representatives of circulating schools;
3. Three representatives of public libraries serving fewer than 5,000 people;
4. Two representatives of public libraries serving between 5,000 and 15,000 people;
5. Two representatives of public libraries serving over 15,000 people;
6. One representative of a library district serving multiple libraries;
7. One representative of community college libraries;
8. Two representatives of resource-sharing partner institutions.

The Sage Systems Administrator shall be an *ex-officio*, non-voting representative of the User Council.

Apportionment of representatives among classifications shall be reviewed annually by the User Council. If the Council or individual members determine that reapportionment is needed, apportionment of representatives among classifications may be revised by amending these bylaws using the process delineated in.

Section 3. Representative responsibilities

User Council representatives are responsible for soliciting input on Sage issues from the institutions within their classification and for bringing up member comments and concerns to the User Council. They are also responsible for regularly communicating the actions and happenings of the User Council and Sage Library System to the institutions they represent.

Section 4. Term

The term of representation on the User Council shall be two years or until a successor is elected.

An institution may serve one consecutive term and must be off the User Council for one additional term before becoming eligible to have a representative again.

Representatives shall assume their duties at the first meeting of the administrative year and shall serve until the end of the administrative year of their second year on the User Council. Terms shall be staggered so that representatives within a given classification shall be elected in alternating years.

Section 5. Nominations and elections

Candidates for each representative classification shall be recommended by the Nominating Committee and shall also be solicited generally from the Sage membership. The Nominating Committee shall prioritize recommending representatives from institutions that have not served on the User Council, or that have not served for an extended period.

The slate of candidates shall be presented at the annual membership meeting of the Sage membership. Nominations shall also be taken from the floor at that time.

Ballots shall be mailed or be made available by electronic means to the Sage membership within two weeks of the annual meeting. These ballots shall be returned to the Nominating Committee within three weeks of the day they were made available. Each institution shall vote only for the candidate(s) within its classification.

The candidates receiving the highest number of votes from within his/her classification shall be elected. If there are two or more openings of same classification of representative, they shall be filled by the candidates with the most votes. In case of a tie vote, the successful candidate shall

be determined by the Nominating Committee by lot.

Section 5. Resignation and Vacancies

Any representative of the User Council desiring to resign shall submit his/her resignation in writing to the Chair and Vice Chair. A resignation shall be effective when received or at a subsequent effective date stated in the resignation.

A vacancy on the User Council shall be filled by the institution from which the vacancy was created. If the vacancy occurs due to the representative institution leaving the Sage Library System, the User Council shall solicit for candidates among the Sage membership and appoint a representative to serve for the unexpired portion of the term for the vacant position.

ARTICLE V - OFFICERS

Section 1. Officers and duties

The officers of the User Council shall be a Chair and a Vice-Chair. These officers shall perform the duties prescribed by these bylaws and those duties described for President and Vice-President respectively in the parliamentary authority.

Section 2. Nominations and election

Nominations for Chair and Vice Chair shall be taken from the floor during the regular User Council meeting occurring in April or May.

The candidate receiving a plurality of votes cast shall be elected.

Section 3. Term of office

Officers shall be elected to serve for one year or until their successors are elected. Their term of office shall begin on July 1st.

Section 4. Resignation and vacancies

An officer desiring to resign shall submit his/her resignation in writing to the User Council. A resignation shall be effective when received or at a subsequent effective date which is stated in the resignation.

A vacancy in the Chair or Vice Chair position shall be filled by the User Council for the unexpired portion of the term for the vacant office at the next User Council meeting after the vacancy occurs.

ARTICLE VI - MEETINGS

Section 1. Membership meetings

There shall be an annual meeting of the entire membership held in April or May. The meeting shall include a review of the state of the Sage Library System and presentation of the slate of candidates for the open representative positions.

Special meetings of the membership may be called by a majority vote of the User Council or a petition agreed to by at least 10 members. The purpose of the meeting shall be stated in the call. Except in case of emergencies, at least one week's notice shall be given.

A quorum shall be twenty-five percent of members.

Section 2. User Council meetings

Regular meetings of the User Council shall be held bi-monthly unless canceled by a majority vote of the User Council.

Special meetings may be called at the discretion of the Chair or at the request of four User Council representatives. The purpose of the meeting shall be stated in the call. Except in case of emergencies, at least one week's notice shall be given.

A quorum of the User Council shall be a majority of voting representatives.

Section 3. Virtual participation

Attendees may participate in meetings via teleconference, videoconference, web conference, or other technologies allowing synchronous communication among attendees.

Section 4. Electronic voting

The membership and User Council may vote on issues via email or other electronic means as well as during meetings, provided that quorum for the number of voters is satisfied. Except in case of emergencies, at least one week's notice of the vote shall be given, and representatives shall be given at least one week to vote.

Section 5. Recorder

A recorder shall be designated by the Chair at the beginning of each User Council and membership meeting. The recorder shall be responsible for taking minutes of the meeting and distributing those minutes to the User Council and Sage Library System membership before the next regular meeting.

ARTICLE VII - COMMITTEES

Section 1. Standing committees

There shall be the following standing committees, which act in an advisory role to the User Council:

1. *Budget*: Evaluates and makes recommendations on the annual budget and membership billing structure.
2. *Cataloging*: Responsible of making recommendations on cataloging standards and database integrity.
3. *Circulation*: Reviews and makes recommendations on common loan rules and circulation standards;
4. *Courier*: Evaluates and makes recommendations for improving sharing of items among Sage institutions.
5. *Governance*: Reviews and makes recommendations on improving Sage Library System organization, governance, Bylaws, and general standing rules.
6. *Nominating*: Nominates candidates for election to serve on the User Council.

Standing committee members need not be representatives on the User Council but must be from member institutions. The exception is the Nominating Committee, which must be composed of at least two outgoing representatives of the User Council.

Each standing committee shall report to the Chair and User Council at least once per administrative year.

Section 2. Special committees

Special committees may be appointed at the discretion of the User Council or Chair as necessary to assist the user Council in accomplishing the purposes of the Sage Library System.

Special committee members need not be representatives on the User Council or from member institutions.

The Chair shall be an *ex-officio* member of all special committees.

ARTICLE VIII - ADMINISTRATIVE OPERATIONS

Section 1. Administrative year

The administrative year of the Sage Library System shall be July 1st to June 30th.

Section 2. Fiscal agent

Eastern Oregon University acts as the fiscal agent for the Sage Library System.

ARTICLE IX - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Sage Library System in all cases in which they are applicable and not inconsistent with these Bylaws, the Memorandum of Understanding, or any policies and procedures the User Council may adopt.

ARTICLE X - AMENDMENT OF BYLAWS

Amendments to these Bylaws may be proposed by a petition of at least seven members or recommended by the User Council. They may be amended by a two-thirds vote of the members present at any regular or special meeting of the membership where a quorum is present provided notice and proposed changes or amendments are submitted in writing to each member at least fourteen days in advance of the scheduled vote.

Last amended: January 17, 2012

Sage Library System Memorandum of Understanding

Dated 3/2/04

Approved 3/16/04 by Pioneer User Council

Revised 11/20/2012 by Sage User Council

This understanding is made as of the date of last signature by and between Eastern Oregon University (University) and (Member institution) regarding (Member institution)'s membership in the Sage Library System (hereafter known as the "System"). The term of this Agreement is from this date and will not terminate except upon written notice as per Section 4.9. No amendment or modification to the Agreement shall be effective unless it is in writing and signed by two-thirds of the member institutions.

1. Intent

- 1.1. The University will own the System, in accordance with its obligations as a member of the Oregon University System [OUS] group, except for peripheral devices housed in individual participating libraries.
- 1.2. The University staff will maintain the System hardware.
- 1.3. Allocation of ongoing costs is shared among member institutions as ratified by the Sage User Council (Council).
- 1.4. Contents of this Agreement comprise the general contract among the member institutions with specifics of implementation being reserved to the System Bylaws.

2. Establishment

- 2.1. The System is a consortium of publicly and privately funded institutions. The System provides services and sponsors activities that aid collaboration among member institutions.
 - 2.2. The functions of the System include:
 - a) To provide access to a catalog of library materials owned by member institutions.
 - b) To provide interlibrary loan services that allow patrons to request materials from the collections of circulating member institutions.
 - c) To enhance delivery of library materials held by member institutions.
 - d) To sponsor workshops, conferences, and other opportunities for professional development.
 - e) To support other activities at the discretion of the Council.
- Sage Library System Memorandum of Understanding, p.2*

3. Governance

- 3.1. The System is governed by the Council, as specified by the System Bylaws.
- 3.2. The Council shall
 - a) Develop and maintain bylaws governing System activities and services.
 - b) Determine strategic priorities.
 - c) Approve System budgets and expenditure plans.
 - d) Set policies for the System and its relationship with member institutions.
 - e) Establish committees, task forces, and advisory groups as needed.
 - f) Recommend individuals for the position of System Manager and provide evaluation comments annually to the University.

4. Member Institutions

- 4.1. The basic unit of membership is the institution. Each institution is an independent member of the System and is expected to participate in System services and meet membership obligations.
- 4.2. Each member institution shall provide, at its expense, all costs to link and ensure reliable network access from their organization to the System catalog.
- 4.3. Peripheral devices and hardware are owned and maintained by each individual member.
- 4.4. Member institutions shall pay entry fees and annual membership fees established by the Council and calculated for individual member institutions in respect to services rendered.
- 4.5. Each member institution shall contribute catalog records and participate in interlibrary circulation according to policies approved by the Council. Provision of the widest possible circulation services under these policies shall be a condition of membership.
- 4.6. Each member institution shall participate in delivery services that support interlibrary loan services.
- 4.7. Each member institution shall contribute to the management of the System by maintaining active participation in the Council and in additional groups and committees established to maintain the catalog and interlibrary loan services.
- 4.8. The Council may unilaterally terminate membership only if the member institution Sage Library System Memorandum of Understanding, p.3 materially breaches its duties and such duties remain breached for 90 days after written notification by the Council.
- 4.9. Each member institution may, at its discretion, withdraw from membership in the Sage Library System. Notification of intent to withdraw must be received by the Council prior to the end of the calendar year. Withdrawal will become effective at the start of the next fiscal year.
- 4.10. Each member institution shall be responsible for verifying copyright and/or fair use status and/or obtaining copyright permission prior to its placing or introducing any information, text, graphics or data into the System database(s). Member institutions agree they shall be solely responsible for any loss, liability or expense due to loading of copyrighted materials in the System databases by the employees or agents of the member where such loading or subsequent use, viewing, printing, downloading or copying is alleged to be infringing. To the extent allowed by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, member institutions agree to indemnify other member institutions for the actions covered in this paragraph.
- 4.11. At its discretion, the Council may establish service agreements or other contractual means for extending selected services to non-member institutions.

5. Data Rights and Obligations

- 5.1. Data obtained by the University from each member institution are hereby contributed in perpetuity to the State of Oregon for use in achievement of System goals, subject to any third-party rights or license restrictions attached to such data.
- 5.2. Data obtained by each member institution from the University are hereby contributed in perpetuity to the member institution, subject to any third-party license restrictions attached to such data.
- 5.3. If a member institution ceases participation in the System, the data submitted to the University at that point shall be removed from the catalog at the discretion of the Council.

6. Eastern Oregon University (University) Responsibilities

The University shall provide the System with the following support services at cost to the System on terms agreed to by the University and the Council:

6.1. Administrative support

- a) Serve as fiscal agent.
- b) Maintain budget and accounting activities on the University's financial Sage Library System Memorandum of Understanding, p.4 information system.
- c) Serve as repository for documentation, correspondence, and other business records.
- d) Provide access to University price agreements and contracts for goods and services.

6.2. Office space and services

- a) Provide suitable office space for System staff.
- b) Provide standard mail services and access to contracts for private delivery services.

6.3. Human resources

- a) System staff shall be recruited and evaluated by the University, with recommendations from the Council, according to policies and procedures of the University.
- b) Classification and terms of appointment for System staff shall be determined by the University, upon Council recommendation, in accordance with standard University policies and procedures.
- c) The System staff shall be University employees, eligible for standard benefits available to University employees.
- d) Provide payroll services for System staff in accordance with their status as University employees.

6.4. Technology

- a) Provide appropriate computer room space and reliable network capacity for System servers.
- b) Provide office computers and support for Sage staff
- c) Provide telecommunications and network services (phone, fax, e-mail, data storage) for System staff.

6.5. University may provide other services under terms agreed upon by the University and Council.

7. Miscellaneous

7.1. Except as otherwise limited by Oregon law or institutional policy, including Oregon Revised Statutes (ORS) 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, each party shall be responsible for its tortious act or omissions and those of its officers or employees arising out of, or in any way connected with the performance or obligations of each party under this Agreement. Nothing in this Agreement shall be interpreted to create obligations for the State of Oregon, the State Sage Library System Memorandum of Understanding, p.5 Board of Higher Education, the institutions of the Oregon University System, or member institutions beyond those expressly established by this Agreement. Further, through the assumption of responsibilities, the University does not agree to enforce performance of any obligations assumed by other institutions of the Oregon University System or member institutions. Neither may other Oregon University System institutions be required to fulfill the obligations Eastern Oregon University has agreed to assume.

7.2. 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 of 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 signature below of their authorized representatives, acknowledge having read and understood the Agreement and to be bound by its terms and conditions.

7.3. This Agreement will be reviewed annually by the Council.

8. *Decisions and Disputes*

8.1. The resolution of any and all other disputes between all member institutions severally or a member institution and the University arising out of the Agreement shall first be attempted by the Council and duly-appointed representatives of the member institution and the University, who shall attempt to negotiate a solution.

8.2. Any unresolved controversy between parties specific in 8.1. or any controversy between the University and the Council as a body respecting the interpretation or application of terms of this Agreement shall be submitted to arbitration, with each party selecting one arbitrator each and the two arbitrators so selected, appointing a third to form a panel. Evidence and arguments shall be submitted to the panel of three arbitrators in accordance with the then-existing rules of the American Arbitration Association, and the final decision of the majority of the panel shall be binding upon the parties and the award so rendered may be entered in any Court having jurisdiction thereof. Oregon Law shall apply in the interpretation, enforcement, and resolution of all disputes under this Agreement.

8.3. Any controversy between a single member institution and the Council shall be resolved according to the Rules, Procedures and Bylaws of the Council.

Approval for the Sage MOU dated 11/20/2012

Member Institution: _____

Library Director

Date

Authorized Representative

Date

Sage User Council

Chair

Date

The State Of Oregon, Acting By and Through the State Board of higher Education, on Behalf of Eastern Oregon University

University Library Director

Date

Vice President of Business and Finance

Date

Appendix E

Sage Meeting Notes, Hermiston Library

October 25, 2013 8:30AM - 1:30PM

Hermiston, OR

Facilitated by Heidi E. Henry, Banner Non-Profits, LLC

Next Steps:

- A. Type up meeting notes and deliver to the Task Force by Nov. 15, 2013
- B. Send out Mission/Vision/Values drafts to people who want to word-smith by Nov. 15, 2013
- C. Set a discussion date for notes and update on the report in November by Nov. 30, 2013
- D. Draft report due for Task Force by Dec. 15, 2013
- E. Comments back from Task Force by Jan. 1, 2014
- F. Final report due by Jan. 10, 2014

Participants

ATTENDEE	ORGANIZATIONAL AFFILIATION
Marie Baldo*	Hermiston Public Library
Diane Berry	Echo Public Library
Carrie Bremer	Athena Public Library
Carrie Bushman	F. Maxine and Thomas W. Cook Memorial Library (LaGrande)
Karen Clay	Eastern Oregon University Library
Lyn Craig	LEO (Libraries of Eastern Oregon)
Sherri Contreras	Ukiah Public/School Library
Tera Dolan	Sherman County Public/School Library
Mary Finney	Pendleton Public Library
Cheryl Hancock	Harney County Library
Amy Hutchinson	Lake County Public Library District
Bob Jones*	Milton-Freewater Public Library
Geneve Kingsford	Joseph Public Library

Kellie Lamoreaux	Umatilla Public Library
Celia Lind	Wallowa Public Library
Cecili Longhorn	Stanfield Public Library
Beth Longwell*	Sage Project Manager
Ryan McGinnis	F. Maxine and Thomas W. Cook Memorial (LaGrande)
Laurie Melson	Echo Public Library
Arla Melzer	Sherman County Public/School Library
Brent Mills	Sage IT Support Staff
Mary Mitchell	Arlington Public Library
Buzzy Nielsen	Hood River County Library District
Mary Nixon*	Umatilla County Special Library District
Dea Nowell	Umatilla County Special Library District
Chris Ostberg	Grant County Library
Diana Pearson	Baker County Library District
Denine Rautenstrauch*	Enterprise Public Library
Louise Sheldon	Union Carnegie Public Library
Donna Sheridan	Milton-Freewater Public Library
Perry Stokes*	Baker County Library District
Christina Trunnell*	Treasure Valley Community College Library
Shannon Van Kirk	Blue Mountain Community College Library
Delia Wallis	Hermiston High School Library
Vicki Waters	Grant County Library
Anne Zuehlke*	Hood River Valley High School Library

A. Group Meeting Norms

- a. Respectful
- b. Starts and ends on time
- c. Don't repeat each other
- d. Stay on topic
- e. Keep comments to 2 minutes or less
- f. Have fun!!
- g. Cell phones on vibrate
- h. One person speak at a time
- i. Appropriate and confidential

B. Strengths, Weaknesses, Opportunities, Challenges *Bold=Priority items

Strengths	Weaknesses	Opportunities	Challenges
<ul style="list-style-type: none"> • Resource/service sharing • Large diverse collection • Staff • Diversity of membership • Cooperation despite geographical differences • Leadership History • Transparent open nature • Courier Service • Flexibility for member needs • Lots of Strategic planners • Variety of member libraries • EOU resources • ILL Program • State library support • Unique & inexpensive ability to find solutions • Passion for library service • Advocacy 	<ul style="list-style-type: none"> • Lack of Funds – cost of database/system upkeep • Geographic Distance • Communication • Lack of central authority • Balancing “my” library needs with Sage needs • Communication within Sage • Independence of libraries • Lack of trained staff • Technical issues • Small Budgets • Cost of System • Cost of LEO • Member library structures • Lack of Volunteer library participation • Funding Uncertainty • Lack of public awareness • Lack of dedicated IT resources • EOU rigidity • Lack of training 	<ul style="list-style-type: none"> • Future organizational structure • Building partnerships • Centralized database purchasing • Expansion of Services • Clarify what we really • Invent new and better Sage • Marketing Sage • Strong centralized leadership • Strong Foundation • Diverse funding • Build an operational plan • Catalogue and leverage local leadership skills • Establish a track record for success • Establish clear communication 	<ul style="list-style-type: none"> • Rural – remote locations • Funding – operations and programmatic • Staff training • Cohesive vision • Availability of services • Public Perception • Keeping a centralized location • Funding for training and development in smaller libraries • Communication • Expectation of services • Policy of circulation and management and consistency • Diverse needs • Travel • Illness • Identifying the real market

<ul style="list-style-type: none"> • Positive staff interaction • Collaboration • Productive and forward-moving membership • Patrons have control over services • Longevity of organization • Talent in the membership • Beth as manager • Independence with the consortium • Acquisition of funding/grants • Problem solving made easier • Concept – foundation is there 	<ul style="list-style-type: none"> • Poorly funded outreach • Lack of user friendly reports • Too much communication • Lack of structure • Lack of staff talent • Small libraries left out • Funding courier service • Maintaining “clean” databases • Future physical location • Not being independent of EOU • Rural 	<p>links</p> <ul style="list-style-type: none"> • Develop into a mature library structure • Establish a track record for good service • EOU is going to sunset and we can customize what we need • We can get Foundation funding • Utilize the expertise of the membership • Opportunities for new collaborations • Can develop training workshop schedule • Develop efficient procedures • Regional opportunity for funders 	
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C. Mission Review: (Diana P. Bob, Shannon, Beth review)

“The Sage Library System of Oregon commits to provide all libraries within the Sage member area with opportunities for educational, cultural, and intellectual growth through access to integrated library resources. The system promotes and supports resource sharing, professional development, collaboration, and innovation among public, academic, school, and special libraries located in rural Oregon.”

D. Vision Review and Suggestions: (Mary F./Debbie L./Diana P. review)

The Sage rural library system is a distinctive model of rural support services for member libraries in eastern and central Oregon. We support outstanding training opportunities, efficient resources, and integrate cutting edge technologies to deliver the services our members expect. We impact our communities through supporting the vital work of our rural community libraries, thus creating a rural Oregon where everyone can work, play and learn.

E. Values Statement: (Mary F./Bob/Diana P./Mary N. review)

Sage works hard to create an inclusive, friendly and helpful atmosphere as they work to serve their library members. They strive to deliver accessible services to all members, and communicate and collaborate with other organizations and member libraries as they leverage their resources with other rural needs.

F. Strategies for Sage in the coming months and years. The strategies listed are not in prioritized order. Once the Sage transition is complete, these strategies should be prioritized and action planned by the Sage staff and Council.

Goals	Program Strategies
Resource Programs	<ul style="list-style-type: none"> • Offer regional and on line training • Have advanced training in cataloguing • Develop better catalogue experience • Explore hiring a resource manager position • Build in a real-time (chat-line) help line • Have a catalogue that is consistent • More ILS Development • Improve Sage list serve for librarians • New member orientation
Communication	<ul style="list-style-type: none"> • Create and update new lines of communication between members • Build a plan for Courier sustainability • Identify potential collaborative partners after the transition • Market Sage services to new potential members • Build a marketing committee • Plan for a new logo • Default so patron is directed to a home library • Develop a policy and procedure manual for loaning and borrowing • Enforce consortium rules
Stable Governance	<ul style="list-style-type: none"> • Develop a Sage Council governance program • Assess staffing needs annually • Maintain long and short term planning • Build a governance policy and procedure manual including financial transparency • Plan for a centralized governance council
Stable Funding	<ul style="list-style-type: none"> • Assess membership fees annually • Three year pro-forma for funding

G. Deciding on the Organizational Structure

Criteria for making a decision:

- Operational Cost Efficiency
- Reasonable timeline
- Staffing flexibility to handle Sage
- Available staff to give to the project
- Control over staff work
- Present and future stability of the organization
- Duplication of systems between Sage and new organization

Organizational Structure: (Number of Votes)

1. Organize Sage under a special library district. (16)
2. Organize under a 501c3 that has a “like” mission. (7)
3. New 501c3 (4)