

**WASCO COUNTY LIBRARY SERVICE DISTRICT  
BOARD MEETING AGENDA  
Tuesday, November 18, 2025 – 4:00 PM**

**Meeting via Zoom**

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/85617075922?pwd=Wvzg4zOaseu7HeVbC9xGW5NtzqP4VN.1>

**Meeting ID:** 856 1707 5922

**Passcode:** 908377

**AGENDA**

1. **Call to Order**
2. **Recognition of Visitors and Interested Parties**
3. **Approval of Minutes**
4. **Library Director Reports** (submitted via email)

**OLD BUSINESS**

1. **ALA Board Training**
2. **Shared Board Google Folder**
  - Accessing the site and discussion of folder contents
3. **Survey for Goal Setting – Update**
4. **Strategic Planning Process – Update**
5. **HVAC – Update**
6. **Van – Update**
7. **Vision/Mission Statement Possibilities**

**NEW BUSINESS**

1. **Review of the Current Intergovernmental Agreement (IGA)**
2. **Dufur Memorandum of Understanding**
3. **Possible Programs in Chenoweth**
  - Is this a possible goal for the library?
  - What would it take to implement?
  - Is this a strategic planning item?
4. **Review of Material Selection Policy**
5. **Youth Council**

***NEW BUSINESS Con't***

**6. Maupin/Dufur Computer Servicing**

**Next Meeting:** Tuesday, January 20th in Dufur (weather permitting).

# The Dalles Public Library

## Board Meeting Minutes

**Date:** Tuesday, October 21st

**Time:** 4:00-5:00

**Location:** The Dalles Public Library

**Board Members Attending:** Rita Rathkey, Corliss Marsh, Mary Jo Commerford, Mary Beechler

**Staff Members Attending:** Jeff Wavrunek, Valerie Stephenson, Kirsten Wells

### 1. Call to Order

The meeting was called to order by Rita Rathkey. A quorum was present.

September 9, 2025 Minutes Approved

Director Reports submitted via email.

### 2. Strategic Planning & Goal Setting Update

- The strategic planning process has officially begun, with only a few survey responses received so far.
- Community feedback has been very positive. Examples include:
  - “*What do you value most about our community?*” — “*The people.*”
  - “*The library.*” (response from a teen)
- Responses are due to Darcy by December 23, with a goal of approximately 100 total (not mandatory).
- Maupin: Initial outreach effort was unsuccessful; a renewed push via social media is planned.
- Dufur: has questions, soliciting responses from both high school students and adults.
- Discussion began on identifying invitees for upcoming community focus groups.

### 3. Trustee Training & Education

- Trustees viewed the “*Strategic Planning for Trustees*” training video by Elton Thomas.
- Discussion points included:
  - Importance of board leadership in shaping long-term goals and representing community interests.

## ***Trustee Training & Education con't***

- Clarification of roles:
  - Board: Focuses on vision, oversight, and strategic alignment.
  - Staff: Implements goals and manages daily operations.
- Trustees agreed to continue viewing *Short Takes for Trustees* videos monthly for ongoing education.

## **4. Display & Exhibits Policy Review**

- Motion: To adopt the revised Display & Exhibits Policy.
  - Seconded and approved. *Motion passed.*

## **5. Word Wagon (Bookmobile) Schedule & Outreach**

- Revised schedule finalized; a few stops (Friend, Rowena, Pine Grove, The Dalles East Side, Chenoweth, Wonderworks) were removed due to low turnout.
- Attendance varies by location— minimal—but even limited use in remote areas was considered worthwhile for community access.
- Outreach strategies discussed:
  - Increased social media promotion (including boosted posts).
  - Using school signboards (e.g., Dufur School) for free advertising.
  - Exploring partnership with The Link (local transit) for co-promotion.
- Outreach Priorities:
  - Low-income and senior communities, especially on the west side.
  - Spanish-speaking and migrant families via Migrant Education programs and Chenowith DLI (Dual Language Immersion Program).
- Discussion of hosting off-site programs at Chenowith or Watonka schools for larger family or cultural events.
- Consensus: The Word Wagon remains a vital outreach tool and a platform for expanding community partnerships.

## **6. Circulation & Usage Statistics**

- Clarifications noted:
  - OverDrive/eLibrary statistics represent countywide totals, not just The Dalles branch.
  - These should be labeled clearly in reports.

## ***Circulation & Usage Statistics con't***

- Kobo eBooks platform is active but minimally used (currently one user).
- TumbleBooks discontinued due to low usage; to be removed from reports.
- Interlibrary Loan (ILL): The Dalles continues to see high participation.
- Maupin and Dufur report circulation figures independently; formats vary slightly.

## **7. Facility & Staff Updates**

HVAC Project:

- Griffin Construction's work has been delayed (originally set for Sept. 18).
- The library may not require full closure as previously planned.

Staff Training:

- A staff in-service is scheduled for December 23, at 9:00 a.m.
  - Topic: *"Dealing with Difficult Patrons"*
  - Presenter: Trainer from the Seattle Public Library's security team.
  - Trustees are welcome to attend.

## **8. Mission & Vision Discussion**

- The library currently lacks a formal vision statement; the mission statement may need updating.
- The board will bring draft revisions and examples to the next meeting and decide if an additional work session is needed.
- Discussion emphasized:
  - Simplicity and community relevance (Wasco County identity).
  - Possibility of a special work session to refine statements.
  - Darcy (State Library) may provide feedback later in the process.

## **9. Financial Review**

- Insurance: Liability and automotive insurance lines are fully spent due to higher premiums (~15%) and upfront annual payments.
- Automotive line covers the bookmobile's insurance only; maintenance is separate.
- Property insurance is also paid at the start of the fiscal year.

**Financial Review con't**

- Coverage structure:
  - The Dalles Library – City of The Dalles insurance.
  - Dufur & Maupin – covered under respective city/school district policies.
- Funding flow: County releases funds quarterly to each branch city. Once transferred, local management follows board-approved spending guidelines.
- The board noted that this process has worked reliably over the years.

**10. Upcoming Meetings & Action Items**

- November 18 (4:00 p.m.) – Next regular meeting at The Dalles Library.
  - Agenda: Review of current Intergovernmental Agreements (IGAs).
- December: No meeting scheduled.
- January: Tentative meeting in Dufur (weather permitting)
- Members requested that the updated annual calendar be included in future board packets.
- Google Drive invitations for board materials will be sent to ensure all members have access.

**11. Meeting Adjourned**

**Wasco County Library Service District, Board of Directors**

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Rita Rathkey, Chairman

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Tina Coleman, Vice Chairman

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Corliss Marsh, Board Member

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Mary Beechler, Board Member

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Mary Jo Commerford, Board Member

## SWC Library Director's Report for November 2025

- Lots of great things are happening at the SWC Library. Our annual pumpkin derby was a huge success with 21 kids from the school competing one day and 26 home-schooled families the next. Each year we learn a little bit more about physics of getting a pumpkin on wheels to race down a track.
- Our afterschool programs are getting a solid following. We alternate programs each Monday with Minecraft, Make it or Break it, Nintendo Switch Squad and Games Unplugged
- November 6<sup>th</sup> Professional Storyteller Will Hornyak came to Maupin. We had him do an assembly at the grade school in the morning; he worked with the school theater group in the afternoon. Then he did a public program at the library that evening at 5:00pm. Then on Friday he went to Canyon Rim Assisted Living and told them stories. It was a great turnout and overall, he performed for 134 people. In fact, one of my patrons was so impressed with his storytelling program that they donated \$250 to help offset the cost to bring him here.
- OBOB author Sandy Grubb was here to visit with the 4<sup>th</sup> and 5<sup>th</sup> grade students at the school in late October reaching 31 students
- 100 Halloween trick or treaters from the school paraded through town again this year and the library and city businesses all passed out candy.

### **October Statistics:**

- Patrons served: 807
- Reference: 104
- Reading Room: 14
- Computer/iPad use: 30
- Wi-Fi use: 93
- New Patrons: 5
- Self-Directed Activities: 40
- Program Stats:
- Knots and Needles: 5
- Read What You Want Book Club: 5
- Ghost Painting: 4
- Afterschool programs: 27
- Grade School Visits: 59
- Halloween: 100
- High School Visits: 71
- Harp Program: 27
- Riverside Board Game Night: 11

## Circulation Statistics

<b>Shelving Location</b>	<b>Circulation Count</b>	<b>Owning Library</b>
ASK AT DESK	2	WC-SWCL
AUDIOBOOKS	21	WC-SWCL
BOARD BOOKS	14	WC-SWCL
CHILDREN'S DVDS	4	WC-SWCL
DVDS	75	WC-SWCL
EARLY READERS	15	WC-SWCL
FICTION	142	WC-SWCL
JM NON-FICTION	3	WC-SWCL
JUNIOR FICTION	46	WC-SWCL
JUNIOR GRAPHIC NOVELS	13	WC-SWCL
JUNIOR SERIES	9	WC-SWCL
JUNIOR/CHILDREN'S		
NON-FICTION	22	WC-SWCL
LARGE PRINT	13	WC-SWCL
LIBRARY OF THINGS	26	WC-SWCL
NON-FICTION	47	WC-SWCL
OBOB	2	WC-SWCL
PICTURE BOOKS	84	WC-SWCL
YA GRAPHIC NOVELS	13	WC-SWCL
YOUNG ADULT FICTION	19	WC-SWCL
YOUNG ADULT NON-FICTION	2	WC-SWCL





Sarah Tierney-Dufur School Community Librarian

Circulation stats for October 2025

Adult Fiction 4

Biography 7

DVD 11

E 379

Fiction 262

Nonfiction 274

Prek 46

program stats

5 Preschool storytimes average 18 in attendance

43 grade school programs average 20 in attendance

4 fiber guild programs average 6 in attendance

The senior class held a Halloween carnival. We handed out color your own bookmarks advertising the library.

I have had a patron ask about starting line dancing in the library. We are discussing some different options.

The library has been partnering with the afterschool program to help identify and provide culturally inclusive books for students that are attending the program.

I will be attending the WLA Trauma informed library summit on November 14th online

The library will be closed the week of Thanksgiving (9/24-9/28)

## **The Dalles-Wasco County Library Report November 10, 2025**

a) Paw Patrol Fun Friday was a huge hit on November 7. The kids especially giggled when walking the dogs so they could do their “business.”

b) Abbey, one of our programmers, turned the makerspace into a very spooky haunted house that folks could tour during the last week in October for their jump scares. This year she incorporated a fog machine into the Sleepy Hollow themed scare space. It really upped the fright factor! I was mortified when the pit bull’s head with red piercing eyes jumped out at me. Kids loved it so much they kept looping around to get terrorized over and over again. The fog machine will be back next year! We are going to fund the new children’s addition by charging admission to the haunted house in 2026.

c) The Dia de los Muertos event on November 1 was a big draw with the Spanish-speaking community. However, with the threat of ICE snatching people, our attendance was down 50% from the past two years. The bounce house, band, and dancers were located in the library because of the wet weather. Sadly, we got some rude comments on our Facebook page talking about “Maybe somebody should call ICE” in regards to the event. Luckily the event went off without an appearance by ICE or any other trouble.

d) Our Tap Dancing classes have started up for the fall season. We had a bunch of kids sign up for the beginning tap - but late. We’ll see if they catch up with the other kids. The final recital should be fascinating!

e) The Oregon Ballet Theater’s Meet a Ballerina program was a nice Saturday event that the public enjoyed.

f) A Visit from the Raptor Birds from the Perch was a popular program with families. The event also served to rid the library of our mouse problem.

g) The Hessian’s Head Ceramic Painting with Heather and Headless Horseman Embroidery with Steph Evans were Sleepy Hollow art events that were well-received by our patrons.

h) We are offering Face Yoga classes on Thursdays at 10:15 am. Our patrons love the fact that they don’t have to spend big money on plastic surgery. They are tightening and toning up those facial muscles.

i) Some staff assignments have changed as I have taken advantage of people’s passions and skill sets. Rita, is going to become our cataloger. Corina will get Rita up-to-speed on cataloging then switch to Nicole’s programming position. Nicole, will take over the children’s position previously occupied by Rita.

j) The Word Wagon has some issues with making a grinding noise while reversing. The van came back on Friday, November 7. However, it still seems to be making the sound. I am following up.

k) Portland Opera to Go, generated great feedback from attendees. The teens watched from the mezzanine with a too-cool-for-school attitude. But you could tell they liked the performance quite a bit.

l) Dave Mason, emailed me and stated, "I just came across a post with a photo of the library's "food pantry" set up in the lobby area. You got lots of good PR for this great service. Well, done, everyone!"

m) Rita Rathkey helped us interview Library Page candidates on Wednesday, October 22. We had about 55 people apply for the minimum wage, part-time position. We have a really good candidate selected who has experience developing recipes for Salt & Straw in Portland. I think the free ice cream samples she shared with the interview panel was the Coup de grâce.

## The Dalles Public Library - Programming Statistics - October 1-31, 2025

**185 Programs**

**3476 Participants**

**Youth Services: 88 In person programs 1183 In attendance**

Storytimes	17	168
Beginner Tap Dancing Classes for Children	10	164
Camping and Storytelling		10
Chenoweth Elementary Family Fun Night		69
Cider and Spiders		60
Coloring and Drawing		9
Entertainer for Kids and Families		43
Fun Fridays	5	82
Giggles and Wiggles	5	102
Glow-in-the-Dark Window Cling Decor: Take & Make Kit		35
Grossology - Discovery Center Outreach		300
Miniature Halloween Costumes		20
Movie Matinee - Legend of Sleepy Hollow Animated Short & Dinner		20
Ofrenda at the Art Center		53
Pokémon GO! Club		10
Puppet Workshop		10
Snapdragon Yoga: Pumpkin Party		17
The Together Book Club		8
Tumi Tales: Read with a dog		3
Kids Outreach (Rivera's, Sunshine, Playful Learning, TDEHS)	36	506

**Virtual Events: 4 virtual events 41 in attendance**

10 Years of Daring Heists and Lovable Outcasts in YA Fantasy with Leigh Bardugo (Virtual)	13
Courtly Intrigue and Whispers as Weapons with Historical Fiction Queen Philippa Gregory (Virtual)	5
Finding My Way with Nobel Peace Prize Laureate Malala Yousafzai (Virtual)	10
Nuestra América: Stories of 30 Inspiring Latinas/Latinos Who Have Shaped the United States (Virtual)	13

## Adult Services: 52 total in person programs 512 in attendance

3rd Thursday Book Club		7
Botanical Broomcraft		17
Ceramic Painting with Heather - The Hessian's Head		12
Clean Reads Book Club- At Home in Mitford by Jan Karon		8
Coffee and Coloring		2
Computer Assistance... & Coffee		2
Criminal Record Expungement Clinic		10
Dream Study Group: Gifts from Our Subconscious Taught by Nancy Turner		12
Drop Spindle Spinning Workshop		8
Embroidery with Steph Evans - Headless Horseman		10
Face & Chair Yoga with Shannon Red Cloud (4 classes)	4	25
Fantasy Book Club - The Maleficent Seven		3
Guided Watercolor - With Yvonne Pepin-Wakefield		15
Happiness Book Club		8
Harp Workshop with Lisa Lynne		14
Mele Kalikimaka: Uking Through the Holidays (2 classes)	2	15
Murder Mystery - The Hollows Last Secret		20
NEW! * Intermediate Tap, Ages 11 and Up		1
Paint with Denaë Manion - Sleepy Hollow		19
Rainbow Reads: A Queer Book Club		3
Sci-Fi Book Club		7
Sleepy Hollow at the Granada		25
Tea & Tranquility: Meditation & Self-Care Circle (2 sessions)	2	28
The Final Chapter Horror Book Club - The September House		3
The Legend of Sleepy Hollow Community Read		0
The Swoon Society Book Club - The Hollow		4
Wet Felt Witch's Hat		8
Yoga - Mondays at Noon! (4 classes)		25
Any Book Goes		2
Lisa Lynne & Aryeh Frankfurter Celtic Harps		38
Matter-of-Fact Nonfiction Book Club		6
NEW! * Intermediate Tap, Ages 11 and Up (4 classes)	4	18
Headless Horseman Scarecrow		15
Dipped Candles		15
Sleepy Hollow Legends		48
Total Outreach Attendance: (9 total visits - adults- Cherry Heights Sr Living, Flagstone, The Springs)	9	59

Teen Services: 30 in person programs 862 in attendance

Costume Halloween Party!	13
Crafts in the Teen Room	13
Drop-in Homework Help for Teens	5
Fall Crafts & Treats (Ages 11+)	26
Fun Fridays for Teens (11+): Cozy Waffles	31
Fun Fridays for Teens (11+): DIY Ramen!	27
Fun Fridays for Teens (11+): Halloween Bingo with Prizes!	5
Fun Fridays for Teens (11+): Pumpkin Pinata	14
Fun Fridays for Teens (11+): Sleepy Hollow Escape Room	4
Legend of Sleepy Hollow Haunted House	380
Minecraft Club	4
Open VR Gaming Time!	6
Open VR Gaming Time!	5
Papier MÃchÃ© Alebrijes	8
Papier MÃchÃ© Alebrijes	4
RPG - Role Play Games	7
TDMS Outreach	121
Teen Art Club - Ghost Frames	3
Teen Art Club - Shadow Boxes	1
Teen Library Council for High Schoolers	7
Teen Writing Club	4
	6
	10
	3
Outreach TDMS	106
NORCOR 5 visits	49

All Ages: 6 in person programs 782 in attendance

Witches Walk		542
Family Craft Night - Ghost Families		32
Family Craft Night: Painting Pumpkins		60
Family Craft Night: Painting Pumpkins		60
Family Lego Pizza Night		45
First Saturday Performance - The Fiddle Fairy		43

Self-Directed Programs (Take & Make Kits, Games & Puzzles, Crafting Corners, etc)

5 Activities 137 Participants

Mini Water Monsters: Triops Take & Make Kit	41
Katrina's Wreath Take & Make Kit	24
Spice Kit Take and Make	72
Passive Teen Room Activity: Bookmarks	27
Passive Activity: Halloween Bracelets & Canvas Art	64





CITY OF THE DALLES  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2025

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
004-2100-000.11-00	70,074.82	266,455.59	845,994.00	579,538.41	31.5
004-2100-000.12-00	2,672.53	12,357.19	50,737.00	38,379.81	24.4
004-2100-000.13-00	.00	.00	12,027.00	12,027.00	.0
004-2100-000.21-10	15,019.64	49,982.01	206,942.00	156,959.99	24.2
004-2100-000.21-20	521.67	1,836.93	5,414.00	3,577.07	33.9
004-2100-000.21-30	51.19	181.50	687.00	505.50	26.4
004-2100-000.21-40	20.93	1,758.26	2,168.00	409.74	81.1
004-2100-000.22-00	5,400.31	20,760.56	69,520.00	48,759.44	29.9
004-2100-000.23-00	8,241.97	32,451.54	109,023.00	76,571.46	29.8
004-2100-000.28-00	32.95	1,444.12	16,556.00	15,111.88	8.7
004-2100-000.29-00	292.33	1,129.56	4,724.00	3,594.44	23.9
004-2100-000.31-10	2,829.00	12,562.30	153,150.00	140,587.70	8.2
004-2100-000.32-20	.00	.00	725.00	725.00	.0
004-2100-000.41-10	496.66	1,938.65	5,800.00	3,861.35	33.4
004-2100-000.41-20	196.79	598.93	3,900.00	3,301.07	15.4
004-2100-000.41-40	1,677.34	4,818.57	30,650.00	25,831.43	15.7
004-2100-000.43-10	2,217.16	8,889.09	76,250.00	67,360.91	11.7
004-2100-000.43-40	.00	.00	.00	.00	.0
004-2100-000.43-45	.00	.00	350.00	350.00	.0
004-2100-000.43-51	.00	.00	.00	.00	.0
004-2100-000.43-52	765.50	2,388.61	22,600.00	20,211.39	10.6
004-2100-000.43-77	.00	44.94	15,425.00	15,380.06	.3
004-2100-000.52-10	.00	13,998.80	12,500.00	( 1,498.80)	112.0
004-2100-000.52-30	.00	15,529.98	15,600.00	70.02	99.6
004-2100-000.52-50	.00	4,014.43	3,850.00	( 164.43)	104.3
004-2100-000.53-20	.00	.00	1,900.00	1,900.00	.0
004-2100-000.53-30	1,213.98	3,480.33	10,480.00	6,999.67	33.2
004-2100-000.58-10	.00	.00	.00	.00	.0
004-2100-000.58-50	.00	.00	10,800.00	10,800.00	.0
004-2100-000.58-70	.00	240.00	3,600.00	3,360.00	6.7
004-2100-000.60-10	1,631.91	3,749.42	20,000.00	16,250.58	18.8
004-2100-000.60-20	807.34	1,861.62	7,400.00	5,538.38	25.2
004-2100-000.60-85	17,063.68	66,273.56	196,500.00	130,226.44	33.7
004-2100-000.64-20	476.11	817.85	10,000.00	9,182.15	8.2
004-2100-000.64-30	197.29	1,764.81	4,000.00	2,235.19	44.1
004-2100-000.64-40	1,862.51	5,268.67	58,350.00	53,081.33	9.0
004-2100-000.64-80	.00	.00	.00	.00	.0
004-2100-000.69-50	.00	.00	1,000.00	1,000.00	.0
004-2100-000.69-80	.00	.00	58,000.00	58,000.00	.0
004-2100-000.72-20	.00	.00	47,000.00	47,000.00	.0
004-2100-000.74-20	.00	.00	.00	.00	.0
004-2100-000.74-30	.00	.00	.00	.00	.0
004-2100-000.74-40	.00	.00	.00	.00	.0
004-2100-000.74-50	.00	.00	.00	.00	.0
<b>TOTAL LIBRARY</b>	<b>133,763.61</b>	<b>536,597.82</b>	<b>2,093,622.00</b>	<b>1,557,024.18</b>	<b>25.6</b>

CITY OF THE DALLES  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2025

LIBRARY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>OTHER</u>					
004-9500-000.81-01 TO GENERAL FUND	26,359.60	105,438.40	263,596.00	158,157.60	40.0
004-9500-000.81-10 TO UNEMPLOYMENT FUND	.00	.00	.00	.00	.0
004-9500-000.81-37 TO CAPITAL PROJECT FUND	9,500.00	38,000.00	95,000.00	57,000.00	40.0
004-9500-000.88-00 CONTINGENCY	.00	.00	288,130.00	288,130.00	.0
004-9500-000.88-01 RSRV FUTURE EXPENDITURES	.00	.00	.00	.00	.0
004-9500-000.89-00 UNAPPROPRIATED ENDING BAL	.00	.00	1,687,702.00	1,687,702.00	.0
TOTAL OTHER	<u>35,859.60</u>	<u>143,438.40</u>	<u>2,334,428.00</u>	<u>2,190,989.60</u>	<u>6.1</u>
TOTAL FUND EXPENDITURES	<u>169,623.21</u>	<u>680,036.22</u>	<u>4,428,050.00</u>	<u>3,748,013.78</u>	<u>15.4</u>

## FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES

This FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and Wasco County Library Service District, a library services district duly formed and organized under the provisions of ORS Chapters 198 and 451 (**District**), for the City's provision of library services to the District.

**WHEREAS**, ORS 190.010 provides units of local government may enter written agreements with any other unit of local government for the performance of any or all functions and activities a party to the agreement has authority to perform;

**WHEREAS**, on July 1, 2007, the Parties entered that certain *Intergovernmental Agreement between the Wasco County Library and the City of The Dalles for Library Services*;

**WHEREAS**, on July 1, 2008, the Parties entered that certain *Second Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*;

**WHEREAS**, on July 1, 2010, the Parties entered that certain *Third Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*; and

**WHEREAS**, the Parties' course of performance since July 1, 2007, informed them of best practices convenient to the furtherance of City's provision of library services to the District and intend this Agreement to establish the continuing terms and conditions of such library services.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree:

### A. CITY RESPONSIBILITIES.

1. General. The City agrees to make library facilities and services available to the public and work in coordination with other branches of the District, all as provided in this Agreement.
2. The Dalles Library. The Parties' primary library facility is currently located at 722 Court Street in The Dalles, Oregon (**The Dalles Library**), and the Parties agree they may change its location by mutual written agreement.
3. Capital Improvements and Maintenance.
  - (a) Capital Improvements.
    - (1) **Defined**. The Parties agree *capital improvements* are durable upgrades, adaptations, or enhancements of The Dalles Library that create a new asset and/or have a lifespan that is 15 years or longer, increasing its value and often including structural changes and major replacements; the Parties further agree examples of *capital improvements* include additions (e.g., constructing new deck or wing), whole-room renovations, major installations (e.g., installing central air

conditioning or new plumbing system), and replacing 30% or more of a building component (e.g., roof, windows, floors, electrical system, HVAC).

(2) **Responsibility.** The City agrees to procure or perform The Dalles Library's capital improvements; provided, however, the City agrees to be responsible for only 50% of The Dalles Library's capital improvement costs, which it will pay from City funds appropriated through the City's annual budget process. The Parties agree to develop and maintain a 5-10 year *Capital Improvement Plan (CIP)* within six (6) months from this Agreement's effective date and informing them of the necessary resources each Party must budget to meet the CIP's expectations.

(b) Maintenance.

(1) **Defined.** The Parties agree *maintenance* is generally an annual expense, that does not create a new asset and is incurred to keep The Dalles Library habitable and in proper working condition; the Parties further agree examples of *maintenance* include routine costs associated with painting, repairing existing HVAC units or toilets, maintaining parking lots, sidewalks, and landscaping and outdoor structural items, replacing shingles on a roof, floor covering installations, broken pipes, or broken or worn-out parts, and the costs associated with the inspection of such expenses.

(2) **Responsibility.** The City agrees to procure or perform The Dalles Library's maintenance by utilizing the District's annually budgeted financial resources marked for disbursement to the City for the express and limited purpose of this Agreement's performance (**Awarded Funds**).

4. Personnel.

(a) County Librarian. The City agrees to employ the County Librarian, a person agreed upon between the City and the District and responsible for the administration of the Wasco County Library system and designated as the District's Budget Officer. Since the County Librarian is a City employee, the City reserves the unilateral right to terminate their at-will employment like all other City employees. The City will conduct an annual performance evaluation of the County Librarian and shall solicit input from the Library Board.

(b) Support Personnel. With respect to The Dalles Library, the City agrees to employ others as it deems necessary, including support staff to provide general patron services, maintenance services, library collection services, information services, and youth and adult services expressly as City employees. Since support staff are City employees, the City reserves the unilateral right to terminate their at-will employment like all other City employees.

(c) Workers' Compensation. The City agrees to provide all required workers' compensation coverages for all City employees and volunteers contemplated by this Agreement.

5. Indirect Administrative and Overhead Costs. Since The Dalles Library is a City facility and its personnel are City employees, as part of the City budget process the City agrees

**Fourth IGA for Library Services**

Wasco County Library Service District – City of The Dalles

to provide District a copy of the City's General Fund Transfers report detailing the City's methodology for calculating its costs for indirect administrative services and The Dalles Library operational overhead, including its costs for Finance Department staff time, Legal Department staff time, and all other administrative or personnel costs. This methodology is based on the total administrative costs of City departments that provide services to the Library broken out by use. Calculations take into account usages such as invoices, number of employees, agenda items, hours for legal services, facility services, or IT time. For each fiscal year during this Agreement's term, the City (through its City Manager and Finance Director) agrees to meet and provide the District Board with a yearly forecast and breakdown of its costs annually by April 1st to discuss that methodology as applied to the given fiscal year. The Parties agree the City's expenses for its indirect administrative and overhead costs contemplated by this Agreement are true and actual costs to the City and do not reflect a profit. The Parties agree the City reserves the discretion to reduce the amount it transfers to the District's pecuniary benefit.

6. Use of Awarded Funds. The City agrees to use Awarded Funds exclusively for its provision of library services to the District, including the costs detailed in Section B(1)(a) and the costs for maintenance, personnel, and indirect administration and overhead described by Sections A(3)(b) – A(5) of this Agreement.
7. Hours of Operation. The City agrees to maintain reasonable hours of operation for the public's use of The Dalles Library based on the City's operational needs. The Parties agree the District's Library Board may recommend changes to the hours of operation to the City, which the City agrees to reasonably consider.
8. Annual Reporting. The City agrees to provide the District an annual audit report and (upon District's written request) make and deliver a presentation at a Wasco County Board of County Commissioners regular meeting on its activities under this Agreement for the year at the time the audit report is presented to the District's governing body.
9. Public Contracting. The City agrees to comply with all applicable Oregon Public Contracting Code requirements and its Local Contract Review Board Rules for all procurements or contracting relating to this Agreement's performance.
10. Insurance and Indemnity.
  - (a) Required Policies. The City agrees to carry and maintain in effect throughout this Agreement's term statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (*per occurrence*) and \$2,000,000 (*in aggregate*), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a *combined single limit per occurrence* of \$1,000,000.
  - (b) Certificates. The City agrees to provide the District with certificates of insurance naming the *Wasco County Library Service District* as an additional insured prior to its performance of this Agreement and to further provide the District thirty (30) days' notice before cancelling or reducing any insurance policy contemplated by this Agreement.

- (c) Indemnity. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify, defend, and hold harmless the District (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands for the City's acts or omissions in its performance of this Agreement.

## **B. DISTRICT RESPONSIBILITIES.**

1. Authorize Funds. For each year of this Agreement's term, the District agrees to authorize funding in accordance with its adopted budget and Oregon Local Budget Law to provide library services in Wasco County. The District further agrees to allocate, at least, a portion of those authorized funds as Awarded Funds sufficient to cover both:
  - (a) 50% of The Dalles Library's capital improvement costs scheduled for that fiscal year (pursuant to the CIP); and
  - (b) the City's indirect administrative and overhead costs for that fiscal year.
2. Indemnity. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, the District agrees to indemnify, defend, and hold harmless the City (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands for the District's acts or omissions in its performance of this Agreement.

## **C. FINANCIAL OBLIGATIONS AND BUDGETARY CONSIDERATIONS.**

1. Fees. The Parties agree all library fees, fines, or interest collected by the City are solely for the District's benefit and the City agrees to utilize them only for The Dalles Library operation. The City agrees to report all such amounts in its annual audit and report.
2. Annual Operating and CIP Budget. The Parties agree the County Librarian will draft the annual operating and CIP budget of The Dalles Library for review by the City and District. The City agrees to consider for approval the proposed annual operating and CIP budget for The Dalles Library (including the County Librarian's compensation) through the City's annual budget process for each year of this Agreement's term.
3. Unappropriated Ending Fund Balance. The Parties agree The Dalles Library will follow best practices budgetary and financial rules of the City, including but not limited to maintaining an unappropriated ending fund balance equal to four months' net operating expenses.
4. Revenue Discrepancies. The City agrees to carry-over any non-budgeted surplus revenue (resulting from The Dalles Library operating costs being less than projected) to be used for The Dalles Library services and operations under this agreement. The District agrees any revenue shortage resulting from its lack of tax collection provides the City with a discretionary, partial, and proportional excuse for the City's non-performance of this Agreement.
5. Assets. The Parties agree any City-owned assets currently in the The Dalles Library are the City's property for those assets' remaining life. The Parties further agree, as the City

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expends Awarded Funds to replace those assets or purchases new materials (including circulation materials), those items are considered City property for use at The Dalles Library. The Parties agree the District has sole oversight over assets procured by the District.

6. Fund Availability. The Parties agree the District is expected to receive sufficient funds to cover its annual costs under this Agreement from each year's tax receipts. The Parties further agree the District's ability to make payments to the City under this Agreement are contingent on the District's actual tax receipts, budgetary limitations, and other expenditure authority sufficient to allow the District (in the exercise of its reasonable administrative discretion) to actually make those payments. If the District determines there are insufficient funds available to make payments under this Agreement, the Parties agree either Party may terminate this Agreement by providing thirty (30) days' notice of termination to the non-terminating Party; provided, however, the District agrees any shortage in its payments to the City under this Agreement provides the City with a discretionary, partial, and proportional excuse for the City's non-performance of this Agreement.
7. Audit. The Parties agree the District may review and audit the City's financial records relating to this Agreement and the City agrees to reasonably make such records available for the District's inspection.

#### **D. GENERAL PROVISIONS.**

1. Term. The Parties agree this Agreement commences July 1, 2024, for an initial three (3) year term and automatically extends by two successive three (3) year terms (all under the same provisions as herein contained).
2. Termination. The Parties agree either Party may terminate this Agreement at any time by providing written notice of intent to terminate by January 1 of any given fiscal year during this Agreement's term, in which case the Parties agree this Agreement terminates at the end of that fiscal year. The Parties further agree this Agreement may be terminated at any time by mutual written agreement.
3. General Role of the Parties. The Parties agree the District is primarily a funding mechanism of Wasco County established to support and operate library services within county limits and relies on the City and other entities to provide those services to the public.
4. No Employer-Employee Relationship. The Parties expressly agree they do not intend this Agreement or the course of its performance to implicate an employer-employee relationship between them. The City expressly warrants its exclusive agency free from the District's direction and control over the means and day-to-day manner of performing its obligations under this Agreement. To the maximum extent allowed by law, the Parties agree the City is an independent contractor as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries.
5. Nondiscrimination. The Parties agree neither Party will discriminate on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, or

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Wasco County Library Service District – City of The Dalles



veteran's status in any activity or operation carried out in the performance of this Agreement.

6. Delegation and Assignment. The Parties agree neither Party will delegate, assign, or otherwise transfer any of their interests in this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld. The Parties agree all provisions of this Agreement are binding upon and inure to the benefit of the Parties and their respective and permitted successors and assigns, if any.
7. Third-Party Beneficiaries. The Parties agree they are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly or otherwise, to any third-party.
8. Representations and Warranties. The Parties each represent and warrant they each have the power and authority necessary to enter and perform this Agreement and this Agreement (when duly executed) is a valid and binding obligation of each Party.
9. Dispute Resolution. The Parties agree any dispute, claim, action, suit, or proceeding (**Claim**) between them and arising from or relating to this Agreement will first be attempted to be resolved informally commencing with one Party noticing the Claim in writing to the other Party, in which case the Parties agree to negotiate to resolve the Claim for at least forty-five (45) days from the date of notice. If the Claim is reasonably unresolved after those forty-five (45) days, the Parties agree to submit themselves and the matter to mediation or agree to extend the time for informal resolution in successive fifteen (15) day increments. If the Claim remains reasonably unresolved after at least sixteen (16) hours of mediation, the Parties agree to submit themselves and the matter to binding arbitration or agree to extend the time for mediation in successive eight (8) hour increments of mediation. In all instances, the Parties agree to negotiate in good faith towards resolving the Claim. The Parties agree to split the costs of mediation and binding arbitration equally. The Parties expressly agree to waive their respective rights to litigating Claims connected with this Agreement or its performance. The Parties further agree the arbitrator's decision will be final and binding and a judgement may be entered thereon. The Party submitting any Claim to mediation or binding arbitration agrees to notify the other Party and the Parties agree to select a mediator or binding arbitrator within thirty (30) days of such notice. If the Parties are unable to agree on a mediator or arbitrator within those thirty (30) days, the Parties agree to submit the matter of determining a mediator or arbitrator to the Presiding Judge of the Wasco County Circuit Court and agree to abide the Presiding Judge's recommendation or order.
10. Severability. If any provision of this Agreement is declared unenforceable or in conflict with any law, the Parties agree the validity of the remaining provisions will not be impacted and their rights will be construed and enforced as if this Agreement did not contain that particular invalid provision.
11. Waiver. The Parties agree any Party's failure to enforce any provision of this Agreement does not constitute that Party's waiver of that or any other provision.
12. Integration and Amendment. The Parties agree this Agreement represents their full and final agreement and supersedes all prior or contemporaneous negotiations and

#### **Fourth IGA for Library Services**

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arrangements regarding this matter between them, including the provisions of the July 1, 2010, *Third Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*. The Parties Agree this Agreement may be amended by mutual written agreement at any time.

13. Notices. The Parties agree all notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

*To the City:* City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

*To the District:* Chair  
Wasco County Library Service District  
511 Washington Street, Suite 302  
The Dalles, OR 97058

***Continues on next.***

**IN WITNESS WHEREOF**, the Parties duly execute this **FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES** this 15th day of May, 2024.

**CITY OF THE DALLES,**  
an Oregon municipal corporation

  
Matthew B. Klebes, City Manager

**WASCO COUNTY LIBRARY SERVICE DISTRICT,**  
an Oregon library services district

  
Steve Kramer, Chair

  
Scott Hege, Vice-Chair

  
Phil Brady, County Commissioner

5/16/24  
Date

May 15, 2024  
Date

ATTEST:

  
Amie Ell, City Clerk


ATTEST:

  
Kathy Clark, Executive Assistant

Approved as to form:

  
Jonathan Kara, City Attorney

Approved as to form:

  
Kristen Campbell, County Counsel

# WASCO COUNTY LIBRARY SERVICE DISTRICT

## MATERIAL SELECTION POLICY

Library materials shall be selected to meet the current educational, informational and recreational needs of the community. Requests from patrons for specific titles or subject requests will be considered. Timely materials on current issues will be provided. Reviews in professionally recognized sources will be a primary source for materials selection. Also to be considered will be standard bibliographies, booklists by recognized authorities and the advice of competent people in specific subject areas. A book or other library material with unfavorable review may still be purchased if there is enough demand or interest in that title or subject, and the subject in question is not adequately covered by better materials.

The Library Director shall evaluate and build the library's collection with materials of permanent value. Materials shall be selected to maintain a balanced, up-to-date collection of standard works in all fields of knowledge. The library shall provide many of the classics listed in such sources as the Fiction Catalog and Public Library Catalog.

The Library Board and Library Director believe that the right to read is an important part of the intellectual freedom that is basic to a democracy. The American Library Association's Freedom To Read Statement and Library Bill of Rights with its associated interpretations have been adopted as official library policy.

Specialized materials of limited community interest or materials of high cost will be purchased only on a limited basis. Interlibrary loan shall be used to supply patrons with these materials whenever possible.

General criteria for selecting material include:

- customer interest
- importance of subject matter
- contemporary significance or permanent value
- timeliness of material
- value of maintaining already established collection depth
- prominence of the author
- accuracy
- local emphasis
- suitability of subject and style for the intended audience
- critical reception
- award winning

Gifts:

Gifts of books or other materials meeting the same standards applied to the acquisition of new materials are encouraged. The library does not evaluate gifts of library materials for tax purposes. Gifts become the library's property upon receipt. Once accepted, they are retained or disposed of at the library's discretion, without obligation to the donor.

ADOPTED by the Wasco County Library Service District Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_ 2021

WASCO COUNTY LIBRARY SERVICE  
DISTRICT BOARD OF DIRECTORS

\_\_\_\_\_  
Carolyn Wood, Chair

\_\_\_\_\_  
Mary Beechler, Vice-Chair

\_\_\_\_\_  
Tina Coleman, Board Member

\_\_\_\_\_  
Rita Rathkey, Board Member

\_\_\_\_\_  
Corliss Marsh, Board Member

ADOPTED by the Wasco County Board of Commissioners, Governing Body of the Wasco County Library Service District, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Scott Hege, County Commissioner

\_\_\_\_\_  
Steve Kramer, County Commissioner

\_\_\_\_\_  
Kathy Schwartz, County Commissioner

## THE FREEDOM TO READ

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label “controversial” views, to distribute lists of “objectionable” books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be “protected” against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid or unwelcome scrutiny by government officials.

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Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium of the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that the pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the reader to choose freely from a variety of offerings. The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.



7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953; revised January 28, 1972, January 16, 1991, July 12, 2000, June 30, 2004, by the ALA Council and the AAP Freedom to Read committee.

*A Joint Statement by:*

American Library Association  
Association of American Publishers

*Subsequently endorsed by:*

American Booksellers Foundation for Free Expression  
The Association of American University Presses, Inc.  
The Children's book council  
Freedom to Read Foundation  
National Association of College Stores  
National Coalition Against Censorship  
National Council of Teachers of English  
The Thomas Jefferson Center for the Protection of Free Expression

Note: The following 8 pages were typed from a copy of a copy originally printed from the ALA website on Interpretations. This was done to give us a more readable copy.



## **Interpretations of the Library Bill of Rights**

Although the Articles of the *Library Bill of Rights* are unambiguous statements of basic principles that should govern the service of all libraries, questions do arise concerning application of these principles to specific library practices.

Following are those documents designated by the Intellectual Freedom Committee as Interpretations of the **Library Bill of Rights** and background statements detailing the philosophy and history of each. For convenience and easy reference, the documents are presented in alphabetical order. These documents are policies of the American Library Association, having been adopted by the **ALA Council**.

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### **Access for Children and Young Adults to Nonprint Materials**

Library collections of nonprint materials raise a number of intellectual freedom issues, especially regarding minors. Article V of the Library Bill of Rights states “A person’s right to use a library should not be denied or abridged because of origin, age, background, or views.”

### **Access to Electronic Information, Services, and Networks**

Freedom of expression is an inalienable human right and the foundation for self-government. Freedom of expression encompasses the freedom of speech and the corollary right to receive information. Libraries and librarians protect and promote these rights by selecting, producing, providing access to, identifying, retrieving, organizing, providing instruction in the use of, and preserving recorded expression regardless of the format or technology.

### **Q&A: Access to Electronic Information, Services, and Networks**

Following the initial adoption by the ALA Council of Access to Electronic Information, Services and Networks: An Interpretation of the Library Bill of Rights in January, 1996, the ALA Intellectual Freedom Committee produced a sample set of questions and answers to clarify this Interpretation’s Implications and applications.

### **Access to Library Resources and Services Regardless of Sex, Gender, Identity, or Sexual Orientation**

The American Library Association stringently and unequivocally maintains that libraries and librarians have an obligation to resist efforts that systematically exclude materials dealing with any subject matter, including sex, gender identity, or sexual orientation.

### **Access to Resources and Services in the School Library Media Program**

The school library media program plays a unique role in promoting intellectual freedom. It serves as a point of voluntary access to information and ideas and as a learning laboratory for students as they acquire critical thinking and problem-solving skills needed in a pluralistic society. Although the educational level and program of the school necessarily shapes the resources and services of a school library media program, the principles of the Library Bill of Rights apply equally to all libraries, including school library media programs.

### **Challenged Materials**

The American Library Association declares as a matter of firm principle that it is the responsibility of every library to have a clearly defined materials selection policy in written form that reflects the Library Bill of Rights, and that is approved by the appropriate governing authority.

### **Diversity in Collection Development**

Intellectual freedom, the essence of equitable library service, provides for free access to all expressions of ideas through which any and all sides of a question, cause, or movement may be explored. Toleration is meaningless without tolerance for what some may consider detestable. Librarians cannot justly permit their own preferences to limit their degree of tolerance in collection development, because freedom is indivisible.

### **Economic Barriers to Information Access**

A democracy presupposes an informed citizenry. The First Amendment mandates the right of all persons to free expression, and the corollary right to receive the constitutionally protected expression of others. The publicly supported library provides free, equal, and equitable access to information for all people of the community the library serves. While the roles, goals and objectives of publicly supported libraries may differ, they share this common mission.

### **Evaluating Library Collections**

The continuous review of library materials is necessary as a means of maintaining an active library collection of current interest to users. In the process, materials may be added and physically deteriorated or obsolete materials may be replaced or removed in accordance with the collection maintenance policy of a given library and the needs of the community it serves. Continued evaluation is closely related to the goals and responsibilities of all libraries and is a valuable tool of collection development. This procedure is not to be used as a convenient means to remove materials presumed to be controversial or disapproved of by segments of the community.

### **Exhibit Spaces and Bulletin Boards**

Libraries often provide exhibit spaces and bulletin boards. The uses made of these spaces should conform to the Library Bill of Rights: Article I states, "Materials should not be excluded because of the origin, background, or views of those contributing to their creation." Article II states, "Materials should not be proscribed or removed because of partisan or doctrinal disapproval." Article VI maintains that exhibit space should be made available "on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use."

### **Expurgation of Library Materials**

Expurgation of Library Materials: Expurgating library materials is a violation of the Library Bill of Rights. Expurgation as defined by this interpretation includes any deletion, excision, alteration, editing, or obliteration of any part(s) of books or other library resources by the library, its agent, or its parent institution (if any).

### **Free Access to Libraries for Minors**

Library policies and procedures that effectively deny minors equal and equitable access to all library resources available to other users violate the Library bill of Rights. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

### **Intellectual Freedom Principles for Academic Libraries**

A strong intellectual freedom perspective is critical to the development of academic library collections and services that dispassionately meet the education and research needs of a college or university community. The purpose of this statement is to outline how and where intellectual freedom principles fit into an academic library setting, thereby raising consciousness of the intellectual freedom context within which academic librarians work.

### **Labels and Rating Systems**

Libraries do not advocate the ideas found in their collections or in resources accessible through the library. The presence of books and other resources in a library does not indicate endorsement of their contents by the library. Likewise, the ability for library users to access electronic information using library computers does not indicate endorsement or approval of that information by the library.

### **Questions and Answers on Labels and Rating Systems**

The ALA Intellectual freedom Committee developed this Q&A to work in conjunction with Labels and Rating Systems, adopted July 13, 1951, by the ALA Council; amended June 25, 1971; July 1, 1981; June 26, 1990; January 19, 2005. Like Questions and Answers on Privacy and Confidentiality and Questions and Answers: Access to Electronic Information, Services, and Networks, this document will be revised as appropriate.

### **Library-Initiated Programs as a Resource**

Library-initiated programs support the mission of the library by providing users with additional opportunities for information, education, and recreation.

### **Meeting Rooms**

Many libraries provide meeting rooms for individuals and groups as part of a program of service. Article VI of the Library Bill of Rights states that such facilities should be made available to the public served by the given library “on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.”

### **Privacy**

Privacy is essential to the exercise of free speech, free thought, and free association. See also Questions and Answers on Privacy and Confidentiality.

### **Questions and Answers on Privacy and Confidentiality**

Complements Privacy: An Interpretation of the Library Bill of Rights.

### **Restricted Access to Library Materials**

Libraries are a traditional forum for the open exchange of information. Attempts to restrict access to library materials violate the basic tenets of the Library Bill of Rights.

### **The Universal Right to Free Expression**

Freedom of expression is an inalienable human right and the foundation for self-government. Freedom of expression encompasses the freedoms of speech, press, religion, assembly, and association, and the corollary right to receive information.

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### **Access for Children and Young Adults to Nonprint Materials**

Library collections of nonprint materials raise a number of intellectual freedom issues, especially regarding minors. Article V of the Library Bill of Rights states, “A person’s right to use a library should not be denied or abridged because of origin, age, background, or views.”

### **Access to Electronic Information, Services, and Networks**

Freedom of expression is an inalienable human right and the foundation for self-government. Freedom of expression encompasses the freedom of speech and the corollary right to receive information. Libraries and librarians protect and promote these rights by selecting, producing, providing access to, identifying, retrieving, organizing, providing instruction in the use of, and preserving recorded expression regardless of the format or technology.

### **Q&A: Access to Electronic Information, Services and Networks**

Following the initial adoption by the ALA Council of Access to Electronic Information, Services and Networks: An Interpretation of the Library Bill of Rights in January, 1996, the ALA Intellectual Freedom Committee produced a sample set of questions and answers to clarify the this Interpretation's implications and applications.

### **Access to Library Resources and Services Regardless of Sex, Gender Identity, or Sexual Orientation**

The American Library Association stringently and unequivocally maintains that libraries and librarians have an obligation to resist efforts that systematically exclude materials dealing with any subject matter, including sex, gender identity, or sexual orientation.

### **Access to Resources and Services in the School Library Media Program**

The school library media program plays a unique role in promoting intellectual freedom. It serves as a point of voluntary access to information and ideas and as a learning laboratory for students as they acquire critical thinking and problem-solving skills needed in a pluralistic society. Although the educational level and program of the school necessarily shapes the resources and services of a school library media program, the principles of the Library Bill of Rights apply equally to all libraries, including school library media programs.

### **Challenged Materials**

The American Library Association declares as a matter of firm principle that it is the responsibility of every library to have a clearly defined materials selection policy in written form that reflects the Library Bill of Rights, and that is approved by the appropriate governing authority.

### **Diversity in Collection Development**

Intellectual freedom, the essence of equitable library services, provides for free access to all expressions of ideas through which any and all sides of a question, cause, or movement may be explored. Toleration is meaningless without tolerance for what some may consider detestable. Librarians cannot justly permit their own preferences to limit their degree of tolerance in collection development, because freedom is indivisible.

### **Economic Barriers to Information Access**

A democracy presupposes an informed citizenry. The First Amendment mandates the right of all persons to free expression, and the corollary right to receive the constitutionally protected expression of others. The publicly supported library provides free, equal, and equitable access to information for all people of the community the library serves. While the roles, goals and objectives of publicly supported libraries may differ, they share this common mission.

### **Evaluating Library Collections**

The continuous review of library materials is necessary as a means of maintaining an active library collection of current interest to users. In the process, materials may be added and physically deteriorated or obsolete materials may be replaced or removed in accordance with the collection maintenance policy of a given library and the needs of the community it serves. Continued evaluation is closely related to the goals and responsibilities of all libraries and is a valuable tool of collection development. This procedure is not to be used as a convenient means to remove materials presumed to be controversial or disapproved of by segments of the community.

### **Exhibit Space and Bulletin Boards**

Libraries often provide exhibit spaces and bulletin boards. The uses made of these spaces should conform to the Library Bill of Rights: Article I states, "Materials should not be excluded because of the origin, background, or views of those contributing to their creation." Article II states, "Materials should not be proscribed or removed because of partisan or doctrinal disapproval." Article VI maintains that exhibit space should be made available "on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use."

### **Expurgation of Library Materials**

Expurgation of Library Materials: Expurgating library materials is a violation of the Library Bill of rights. Expurgation as defined by this interpretation includes any deletion, excision, alteration, editing, or obliteration of any part(s) of books or other library resources by the library, its agent, or its parent institution (if any).



### **Free Access to Libraries for Minors**

Library policies and procedures that effectively deny minors equal and equitable access to all library resources available to other users violate the Library Bill of Rights. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

### **Intellectual Freedom Principles for Academic Libraries**

A strong intellectual freedom perspective is critical to the development of academic library collections and services that dispassionately meet the education and research needs of a college or university community. The purpose of this statement is to outline how and where intellectual freedom principles fit into an academic library setting, thereby raising consciousness of the intellectual freedom context within which academic librarians work.

### **Labels and Rating Systems**

Libraries do not advocate the ideas found in their collections or in resources accessible through the library. The presence of books and other resources in a library does not indicate endorsement of their contents by the library. Likewise, the ability for library users to access electronic information using library computers does not indicate endorsement or approval of that information by the library.

### **Questions and Answers on Labels and Rating Systems**

The ALA Intellectual Freedom Committee developed this Q&A to work in conjunction with Labels and Rating systems, adopted July 13, 1951, by the ALA Council; amended June 25, 1971; July 1, 1981; June 26, 1990; January 19, 2005. Like Questions and Answers on Privacy and Confidentiality and Questions and Answers: Access to Electronic Information, Services, and Networks, this document will be revised as appropriate.

### **Library-Initiated Programs as a Resource**

Library-initiated programs support the mission of the library by providing users with additional opportunities for information, education, and recreation.

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