

DIXON PUBLIC LIBRARY DISTRICT

**AMENDMENT NO. 2 TO THE
LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT**

PROBATIONARY

This AMENDMENT NO. 2 TO THE LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT ("AMENDMENT No. 2") is made and entered into as of April 11, 2018 (the "Effective Date") by and between the Board of Trustees (hereinafter "BOARD") of the Dixon Public Library District (hereinafter "DISTRICT" or "LIBRARY"), a political subdivision of the State of California and Steven Arozena (hereinafter "LIBRARY DIRECTOR"), collectively, the "Parties." This AMENDMENT No. 2 is made with reference to the following facts:

WHEREAS, the DISTRICT and LIBRARY DIRECTOR entered into a LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT ("AGREEMENT") on May 12, 2017, which was thereafter extended for an additional six (6) months by the Parties by executing AMENDMENT No. 2 to the AGREEMENT, effective on October 11, 2017 (AGREEMENT and AMENDMENT No. 1 attached hereto as Exhibit A); and

WHEREAS, the LIBRARY DIRECTOR has received a positive work performance evaluation from the BOARD during the term of this Agreement, and accordingly, the DISTRICT and LIBRARY DIRECTOR desire now to extend the probationary period and AGREEMENT for six (6) additional months to include the following terms as set forth below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, pursuant to Sections I. and XI. of the AGREEMENT, the DISTRICT and LIBRARY DIRECTOR hereby agree to extend and modify the AGREEMENT as follows:

1. Section I., entitled "TERM OF AGREEMENT" is amended as set forth below:

The term of this AGREEMENT shall be extended for six (6) additional months commencing on April 11, 2018, and ending on October 11, 2018.

2. Section IV.A., entitled "WORK YEAR, HOLIDAYS, VACATION AND SICK LEAVE" is amended as set forth below:

The LIBRARY DIRECTOR shall render full and regular days of service at the LIBRARY during a work year of no less than two hundred sixty (260) days (pro-rated for the term of this AGREEMENT) and such service shall not be less than five (5) days at forty (40) hours per week during the term of this AGREEMENT. The LIBRARY DIRECTOR shall be present in the LIBRARY on a regular basis on weekdays between the hours of 8:30 a.m. and 5:00 p.m., unless modified with

the approval of the BOARD President, or designee. The LIBRARY DIRECTOR will give the BOARD President, or designee, prior written notice: before any absence; whenever he intends not to be on duty; or when he is required to be off-site for LIBRARY business. The LIBRARY DIRECTOR will use the applicable leave or vacation time, and complete the appropriate forms, whenever he is absent for part or all of a work day.

2. The Parties agree that all other terms and conditions set forth in the AGREEMENT shall remain in full force and effect.
3. This AMENDMENT No. 2 shall be effective only upon approval of the BOARD in a regular, public meeting of the BOARD, duly noticed under the Ralph M. Brown Act. Such approval shall be recorded on the last page of this AMENDMENT No. 2. LIBRARY DIRECTOR understands and acknowledges that this AMENDMENT No. 2 is a public record which the LIBRARY may be required by law to disclose in response to a request pursuant to Government Code sections 6250, et seq., and/or Government Code sections 54950, et seq.

IN WITNESS WHEREOF, the Parties caused this AMENDMENT NO. 2 to be executed on the date indicated below.

By: _____
John Gabby
President, Board of Trustees

Dated: _____

By: _____
Steven Arozena
Library Director

Dated: _____

EXHIBIT A

**LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT
AND AMENDMENT NO. 1**

DIXON PUBLIC LIBRARY DISTRICT

**AMENDMENT NO. 1 TO THE
LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT**

PROBATIONARY

This AMENDMENT NO. 1 TO THE LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT ("AMENDMENT No. 1") is made and entered into as of October 12, 2017 (the "Effective Date") by and between the Board of Trustees (hereinafter "BOARD") of the Dixon Public Library District (hereinafter "DISTRICT" or "LIBRARY"), a political subdivision of the State of California and Steven Arozena (hereinafter "LIBRARY DIRECTOR"), collectively, the "Parties." This AMENDMENT No. 1 is made with reference to the following facts:

WHEREAS, the DISTRICT and LIBRARY DIRECTOR entered into a LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT ("AGREEMENT") on May 12, 2017 (attached hereto as Exhibit A); and

WHEREAS, the LIBRARY DIRECTOR has received a positive work performance evaluation from the BOARD during the term of this Agreement, and accordingly, the DISTRICT and LIBRARY DIRECTOR desire now to extend the probationary period and AGREEMENT for six (6) additional months to include the following terms as set forth below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, pursuant to Sections I. and XI. of the AGREEMENT, the DISTRICT and LIBRARY DIRECTOR hereby agree to extend and modify the AGREEMENT as follows:

1. Section I., entitled "TERM OF AGREEMENT" is amended as set forth below:

The term of this AGREEMENT shall be extended for six (6) additional months commencing on October 10, 2017, and ending on April 10, 2018.

2. The Parties agree that all other terms and conditions set forth in the AGREEMENT shall remain in full force and effect.
3. This AMENDMENT No. 1 shall be effective only upon approval of the BOARD in a regular, public meeting of the BOARD, duly noticed under the Ralph M. Brown Act. Such approval shall be recorded on the last page of this AMENDMENT No. 1. LIBRARY DIRECTOR understands and acknowledges that this AMENDMENT No. 1 is a public record which the LIBRARY may be required by law to disclose in response to a request pursuant to Government Code sections 6250, et seq., and/or Government Code sections 54950, et seq.

IN WITNESS WHEREOF, the Parties caused this AMENDMENT NO. 1 to be executed on the date indicated below.

By: melissa maseda
Melissa Maseda
President, Board of Trustees

Dated: Oct-12-17

By: [Signature]
Steven Arozena
Library Director

Dated: 10-12-17

EXHIBIT A

**LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT**

DIXON PUBLIC LIBRARY DISTRICT

LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT

PROBATIONARY

This AGREEMENT is made and entered into on May 11, 2017, by and between the Board of Trustees (hereinafter "BOARD") of the Dixon Public Library District (hereinafter "DISTRICT" or "LIBRARY"), a political subdivision of the State of California and Steven Arozena (hereinafter "LIBRARY DIRECTOR"), collectively, the "Parties."

I. TERM OF AGREEMENT

The BOARD, in consideration of the promises by LIBRARY DIRECTOR herein contained, agrees to employ, and LIBRARY DIRECTOR hereby accepts probationary employment as LIBRARY DIRECTOR of the LIBRARY, for the term of six (6) months beginning April 9, 2017 and ending on October 9, 2017. The term of this AGREEMENT shall not be automatically extended, but may be extended by the BOARD subject to LIBRARY DIRECTOR's receipt of positive work performance evaluations throughout the term of this Agreement. Any such extension shall be effective only upon action by the BOARD in open session at a regular public meeting [Gov. Code § 54956(b)].

LIBRARY DIRECTOR agrees to the best of his ability and experience he will at all times loyally and conscientiously perform all of the services, duties and obligations required of him either expressly or implicitly by the terms of this AGREEMENT, the laws of the State of California, and rules, regulations, and LIBRARY policies.

II. DUTIES

A. LIBRARY DIRECTOR shall serve as the Chief Executive Officer and Secretary to the BOARD pursuant to California Education Code section 18402, respectively. LIBRARY DIRECTOR shall attend all regular and special meetings of the BOARD, except as otherwise authorized or directed by the BOARD.

B. LIBRARY DIRECTOR shall perform the duties of LIBRARY DIRECTOR as prescribed by the laws and regulations of the State of California and by the rules and regulations adopted by the BOARD. Any actions which require ratification by the BOARD shall first be presented to the BOARD President and then presented to the entire BOARD at the next scheduled BOARD meeting.

C. In addition, LIBRARY DIRECTOR shall, under the direction and supervision of the BOARD:

1. Be responsible for the execution of BOARD policies (whereas the BOARD shall retain the responsibility for formulating and adopting said policies).
2. Represent the interests of the BOARD and the LIBRARY in day-to-day contact and interactions with citizens, community and governmental agencies and maintaining a program of public information designed to improve public understanding and support of LIBRARY objectives and operations.
3. Be responsible to the BOARD for any powers and duties delegated to other LIBRARY staff.
4. Keep the BOARD informed of significant administrative decisions, litigation, personnel issues, LIBRARY related issues and incidents, and other significant events affecting the LIBRARY or its facilities.
5. Provide leadership and direction in working directly with LIBRARY employees on site at the LIBRARY during operating hours, and available on-call as necessary during non-operating hours.
6. Prepare notices of BOARD meetings, agendas in accordance with Brown Act requirements, and advise the BOARD President and BOARD regarding lawful closed session meetings and reporting out closed session actions, and maintaining all BOARD records and documents.
7. Report significant matters raised by BOARD members to the BOARD President for determination of whether they should be shared with the entire BOARD at a subsequent meeting of the BOARD.
8. Manage and administer the LIBRARY's facilities.
9. Perform the following functions:
 - a. Provide full and regular days of service on-site at the LIBRARY;
 - b. Maintain a regular presence at the LIBRARY during operating hours and be available on-call as needed during non-operating hours;
 - c. Manage, direct, and assign LIBRARY employees;
 - d. Manage LIBRARY budget and finances;
 - e. Manage business affairs, operations, and facilities for the LIBRARY;
 - f. Administer and enforce policies established by the BOARD;

- g. Promulgate rules and procedures as necessary for the administration of the LIBRARY;
- h. Enter into contracts for and on behalf of the LIBRARY for the purchase of books, journals, publications, and/or other personal property subject to prior-BOARD approval pursuant to Education Code Section 18403;
- i. Submit financial and budgetary reports to the BOARD as required by Board policies consistent with Education Code Section 18451;
- j. File an annual report with the State Librarian pursuant to Education Code Section 18408;
- k. In general perform, all duties incident to the Office of the LIBRARY DIRECTOR and such other duties as may be prescribed by the BOARD from time to time;
- l. Advise the BOARD regarding financing/implementation of present or contemplated LIBRARY programs/services;
- m. Establish and maintain an appropriate community relations program;
- n. Serve as liaison/representative of the BOARD with respect to employer-employee matters, and make recommendations to the BOARD concerning those matters;
- o. Attend regular, special and closed session meetings and workshops of the BOARD; and
- p. Serve as an ex officio member on LIBRARY committees and subcommittees as requested by the BOARD.

10. Consult with the BOARD's legal counsel when necessary in furtherance of the foregoing duties.

D. BOARD/LIBRARY DIRECTOR Communications.

1. The BOARD, individually and collectively, and the LIBRARY DIRECTOR, agree that they shall work together in a spirit of cooperation and teamwork, and shall provide each other with periodic opportunity to discuss LIBRARY business, issues, and new developments.

2. The BOARD's primary communications with the LIBRARY DIRECTOR shall be through its President, but the LIBRARY DIRECTOR shall maintain communication and working relationships with each BOARD member.

3. The BOARD, in their individual and/or collective discretion, may refer to LIBRARY DIRECTOR orally or in writing, any and all criticism, complaints, suggestions, communications or comments from the public regarding the LIBRARY for the LIBRARY DIRECTOR to act upon and/or resolve. LIBRARY DIRECTOR will thereafter report back to the BOARD, individually and/or collectively any and all action taken and/or resolution and/or recommendations for action and/or resolution.

III. COMPENSATION AND BENEFITS

A. Salary. During the term of this AGREEMENT, the LIBRARY DIRECTOR shall be paid a monthly salary of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$8,333.33), less all statutory and other deductions, based on an annual salary rate of One Hundred Thousand Dollars (\$100,000.00). The salary shall be payable in equal monthly installments on the last working day of each month and shall be pro-rated for any partial month of employment. The LIBRARY DIRECTOR acknowledges and agrees he shall not be entitled to overtime or compensatory time.

B. Benefits and Expense Reimbursement.

1. Health And Welfare; Other Benefits. The LIBRARY DIRECTOR shall be entitled to receive the same level of health and welfare benefits available to the LIBRARY's other employees at the time of this Agreement, during the term of this Agreement. The LIBRARY shall also pay any related health benefit premium costs for family coverage during the term of the AGREEMENT.

2. Retirement. The LIBRARY DIRECTOR shall be entitled to receive the same CalPERS contribution paid by the DISTRICT for the LIBRARY's other employees at the time of this Agreement, during the term of this Agreement.

3. Expense Reimbursement. The LIBRARY DIRECTOR shall be reimbursed for reasonable business expenses, including travel, parking, business meetings, and professional dues, made and substantiated in accordance with the policies and procedures established from time to time by the BOARD. All such expenses shall be subject to BOARD approval.

IV. WORK YEAR, HOLIDAYS, VACATION AND SICK LEAVE

A. The LIBRARY DIRECTOR shall render full and regular days of service at the LIBRARY during a work year of no less than two hundred sixty (260) days (pro-rated for the term of this AGREEMENT) and such service shall not be less than five (5) days at forty (40) hours per week during the term of this AGREEMENT. The LIBRARY DIRECTOR shall be present in the LIBRARY on a regular basis on weekdays between the hours of 8:30 a.m. and 5:00 p.m., unless modified with the approval of the BOARD President. The LIBRARY DIRECTOR will notify the BOARD President in writing whenever he intends not to be on duty, or when he is required to be off-site for LIBRARY

business. The LIBRARY DIRECTOR will use the applicable leave or vacation time, and complete the appropriate forms, whenever he is absent for part or all of a work day.

B. The LIBRARY DIRECTOR shall be entitled to all paid holidays and sick leave provided to other employees of the LIBRARY (pro-rated for the term of this AGREEMENT). The DISTRICT shall not be obligated to compensate LIBRARY DIRECTOR for accrued, unused sick leave upon termination of this AGREEMENT.

C. The LIBRARY DIRECTOR shall accrue three (3) weeks of paid vacation annually (pro-rated for the term of this AGREEMENT). The total accumulated vacation time may not exceed thirty (30) days or two hundred forty (240) hours. Upon accumulation of thirty (30) days of unused vacation, the LIBRARY DIRECTOR shall not earn vacation until the number of days accumulated is less than thirty (30). The LIBRARY DIRECTOR shall also accrue forty-eight (48) hours of paid administrative leave annually (pro-rated for the term of this AGREEMENT). Paid administrative leave may be accumulated during the term of the AGREEMENT, not to exceed one-hundred forty-four (144) hours which must be used during the term of the AGREEMENT or any extension thereof. The DISTRICT shall not be obligated to compensate LIBRARY DIRECTOR for accrued, unused paid administrative leave upon termination of this AGREEMENT.

D. The LIBRARY DIRECTOR acknowledges and agrees that the total unused and/or accrued balance of sick leave, vacation time, and administrative leave available to him as of April 30, 2017 is stated in the Leave Balance Sheet attached hereto as "Exhibit A."

V. TERMINATION

A. Expiration.

The Parties hereby stipulate and agree this Paragraph constitutes written notice that this AGREEMENT shall terminate upon expiration of the term set forth herein above, absent extension of the AGREEMENT.

B. Mutual Consent.

This AGREEMENT may be terminated at any time by mutual written consent of the BOARD and the LIBRARY DIRECTOR. LIBRARY DIRECTOR shall be entitled to salary and benefits earned prior to the effective date of termination and shall not be entitled to any further compensation and benefits after the date of termination.

C. At-Will.

The LIBRARY DIRECTOR understands and agrees that his employment pursuant to this AGREEMENT is at all times "at-will" and the BOARD may terminate this AGREEMENT at any time as set forth in Paragraphs D and E, below. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of the LIBRARY DIRECTOR to resign and terminate this AGREEMENT at any time.

D. First Three Months.

The LIBRARY DIRECTOR shall be evaluated on a mid-term basis during the first three (3) months of this AGREEMENT, and may be terminated by the BOARD with or without cause, with or without notice during the first three (3) months of employment. LIBRARY DIRECTOR shall be entitled to salary and benefits earned prior to the effective date of termination and shall not be entitled to any further compensation and benefits after the date of termination.

E. Second Three Months.

The LIBRARY DIRECTOR shall be evaluated during the second three (3) months of this AGREEMENT and may be terminated by the BOARD at any time with or without cause.

1. Without Cause. The BOARD may terminate LIBRARY DIRECTOR's employment at any time without cause with thirty (30) days written notice. LIBRARY DIRECTOR shall be entitled to salary and benefits earned prior to the effective date of termination and shall not be entitled to any further compensation and benefits after the date of termination.

2. With Cause. The BOARD may terminate LIBRARY DIRECTOR's employment at any time with cause. In such event only, the BOARD shall issue written notice of the charges against him and of his right to a closed session meeting with the full BOARD at which he shall have an opportunity to respond to the charges. The BOARD meeting shall not be an evidentiary hearing, but the BOARD shall consider all information provided by the LIBRARY DIRECTOR. The BOARD shall provide a written decision following the meeting and the BOARD's decision shall be final. LIBRARY DIRECTOR shall be entitled to salary and benefits earned prior to the effective date of termination and shall not be entitled to any further compensation and benefits after the date of termination.

F. Incapacity.

Should the LIBRARY DIRECTOR be unable to serve in his position due to physical and/or mental condition, upon expiration of his accrued sick leave and other accrued leaves, followed by a period of an additional sixty calendar (60) days, this AGREEMENT may be terminated by the BOARD. The determination of the LIBRARY DIRECTOR's physical and/or mental condition shall be based upon a written report by a licensed physician designated by the BOARD. The BOARD, at its discretion, may appoint an Acting LIBRARY DIRECTOR during any period of incapacity. LIBRARY DIRECTOR shall be entitled to salary and benefits earned prior to the effective date of termination and shall not be entitled to any further compensation and benefits after the date of termination.

G. Seeking Other Employment And Resignation.

In the event LIBRARY DIRECTOR seeks other employment and is interviewed by another employer, LIBRARY DIRECTOR shall notify the BOARD immediately. In such event, LIBRARY DIRECTOR may resign at any time upon giving thirty (30) days' written notice. This AGREEMENT shall terminate on the date the resignation is deemed effective by the BOARD

H. Maximum Cash Settlement.

In the event there is a dispute regarding the termination of this AGREEMENT prior to the end of its term, the maximum cash settlement that the LIBRARY DIRECTOR may receive, at the discretion of the BOARD, shall not exceed an amount equal to three (3) months' salary of the LIBRARY DIRECTOR consistent with Government Code Section 53260.

VI. EVALUATION

A. The BOARD shall evaluate the performance of the LIBRARY DIRECTOR using an evaluation form and process as determined by the BOARD.

B. The BOARD shall meet with the LIBRARY DIRECTOR to discuss the evaluation form and process as determined by the BOARD. Prior to any evaluation and at the request of the BOARD, the LIBRARY DIRECTOR shall provide the BOARD a written self-appraisal of his accomplishments and fulfillment of the duties identified herein. After the BOARD receives the LIBRARY DIRECTOR's self-appraisal, the BOARD and LIBRARY DIRECTOR shall meet in closed session or sessions to discuss the written performance evaluation that will be provided to the LIBRARY DIRECTOR and to discuss related matters.

C. Based on the closed session or sessions, the BOARD President shall have overall responsibility for completing the evaluation form on behalf of the BOARD and the BOARD President shall seek BOARD approval. The BOARD shall provide the LIBRARY DIRECTOR with a copy of the completed evaluation form. The LIBRARY DIRECTOR may respond to the BOARD's written evaluation either orally during a closed session or in writing.

D. The BOARD reserves the right, at any other time to undertake a special evaluation of the LIBRARY DIRECTOR. An evaluation shall be based on performance of the duties and responsibilities contained within the position description for LIBRARY DIRECTOR, this AGREEMENT, and any specified goals and objectives of the LIBRARY DIRECTOR as determined by the BOARD.

VII. EXTENSION OF CONTRACT

This AGREEMENT may be extended by the BOARD at its sole discretion.

VIII. ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement between LIBRARY DIRECTOR and the BOARD, and constitutes the complete, final and exclusive embodiment of their agreement with respect to LIBRARY DIRECTOR's employment with the LIBRARY. The terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT is executed without reliance upon any promise, warranty or representation by the Parties or any representative of the Parties other than those expressly contained in this AGREEMENT, and the Parties have carefully read this AGREEMENT, and sign the same of their own free will.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, this AGREEMENT shall be binding on the heirs, executors, administrators, successors and assigns of the representative Parties.

X. APPLICABLE LAW

This AGREEMENT is subject to all applicable laws of the State of California, and rules, regulations, and policies of the BOARD, all of which are made a part of the terms and conditions of this AGREEMENT as though fully set forth therein.

XI. MODIFICATION

This AGREEMENT may be modified upon mutual written consent of the Parties.

XII. INDEPENDENT LEGAL ADVICE / REPRESENTATION

The LIBRARY DIRECTOR and the BOARD each recognize that in entering into this AGREEMENT that: (1) they have each relied upon the advice of their own attorneys and/or other representative; and (2) they have each read, understood, voluntarily accepted, and agreed to the terms of this AGREEMENT. The LIBRARY DIRECTOR acknowledges and agrees that legal counsel for the BOARD represents the BOARD's interests exclusively and that no attorney-client relationship exists between the LIBRARY DIRECTOR and legal counsel for the BOARD.

XIII. BOARD APPROVAL OF AGREEMENT

This AGREEMENT shall be effective only upon approval of the BOARD in a regular, public meeting of the BOARD, duly noticed under the Ralph M. Brown Act. Such approval shall be recorded on the last page of this AGREEMENT. LIBRARY DIRECTOR understands and acknowledges that this Agreement is a public record which the LIBRARY may be required by law to disclose in response to a request pursuant to

Government Code sections 6250, et seq., and/or Government Code sections 54950, et seq.

XIV. WAIVER OF BREACH

No waiver of any breach of any term or provision of this AGREEMENT shall be construed to be, nor shall it be, a waiver of any other breach of this AGREEMENT. No waiver shall be binding unless in writing and signed by the Party waiving breach.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed on the date indicated below.

By: Melissa Maseda
Melissa Maseda
President, Board of Trustees

Dated: 5-12-17

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of LIBRARY DIRECTOR of the Dixon Public Library District.

By: Steven Arozena

Dated: 5-12-17

StevenArozena

Exhibit A
LEAVE BALANCE SHEET

As of April 30, 2017, LIBRARY DIRECTOR has the following hours of accrued/unused paid time off available for use during the term of the AGREEMENT:

Sick Leave	20.60
Vacation	134.16
Administrative (Personal Necessity) Leave	4.00
Total Hours:	158.76



Order Form

Customer Ship To:

Name Dixon Public Library
 Address 230 N 1st Street
 City Dixon
 State CA Zip 95620

Customer Bill To:

Name
 Address
 City
 State Zip

Contact Information

	Name	Phone	Email Address
Primary	Steve Arozena	707-678-5447	ArozenaS@dixonlibrary.com
IT			
Delivery			
Meter			
E-info			

Equipment Ordered

Qty	Make	Model	New	Remfg	Preconfig	Description
1	Konica Minolta	C558	X			(2) 500 Sheet Paper Trays, (1) 100 Sheet Bypass Tray, Copy Desk

See Schedule A for Additional Equipment

Notes: Caltronics to issue a rebate check in the amount of \$12,240.00 for the remaining (24) lease payments on the Kyocera. The District will store the Kyocera for 24 Months and Caltronics will return the Kyocera back to the leasing company free of charge.

Sales Representative Yolanda Gan

Delivery Details

Date Required

Delivery Location Stairs Elevator Requires Certificate of Insurance for Delivery/Training/Service Yes No

Equipment Pick Up Trade In Storage Disposal

Lease Return Lease Company _____ Lease # _____
 Make _____ Model _____ Serial # _____ See Schedule B for Additional Equipment

Payment Terms

Purchase

Price _____ Sales Tax _____ Total Due \$ 0.00 PO # _____ COD Credit Card Term Other

Lease

Payment Amount \$ 800.00 (plus tax) Frequency Monthly Qtly Other Term 39M Buy Out FMV \$1 10%

Authorization To Release Credit: The undersigned authorizes and instructs any person, consumer reporting agency or banking institution to compile and furnish the above named business, credit grantor and/or supplier and/or their respective designee with any information it may have in response to an inquiry from the above name business, credit grantor and/or supplier and/or their respective designees. The undersigned further states that all of the above statements are true and complete and are made to the above name business, credit grantor and/or supplier and/or their respective designees to obtain a contract. All information is confidential.

Authorization / Acceptance

Customer Authorization	Federal Tax ID# (Required)	Social Security Number	
Signature	Print Name	Title	Date

Accepted by Caltronics Business Systems

Signature	Print Name	Title	Date
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Customer has read, understands and agrees to the Terms and Conditions as stated. This agreement is non-cancelable.

Prestige Maintenance Agreement

Installed Location:

Name Dixon Public Library
Address 230 N 1st Street
City Dixon
State CA Zip 95620

Customer Bill To:

Name
Address
City
State Zip

Primary Contact

Name:
Phone:
Email:

Meter Contact

Name:
Phone:
Email:

Start Date: to

Billing Cycle

Monthly Quarterly Annual

ID #	Model	Serial Number	Per Copy Rate		Contracted Usage		Base Charge
			Color	B/W	Color	B/W	
	C558		.054	.008			

Caltronics Guarantee

- ▶ This agreement assures that the equipment will be serviced by factory trained field technicians and includes all service, parts and supplies.
- ▶ Parts and Supplies - Caltronics uses only OEM and top quality supplies to service and supply your system.
- ▶ Free Loaner - Caltronics will provide a free loaner of equal or greater capability in the event that it cannot be repaired onsite.
- ▶ Call Ahead Program - A technician will call you within two business hours of receiving your service request. If the issue cannot be resolved by phone, you will be given an estimated time of arrival.

Pricing does not include paper, staples, applicable taxes and freight charges.

Power requirements may include a dedicated line and receptacle as described on the Site Requirements Form.

Authorization / Acceptance

Customer Authorization

Signature	Print Name	Title	Date
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Accepted by Caltronics Business Systems

Signature	Print Name	Title	Date
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Customer Bill To:

Address
 City
 State Zip

Prestige Maintenance Agreement - Terms and Conditions

- 1) **Description:** This managed service contract will cover all unscheduled repairs upon request by customer during the hours of 8:00 AM to 5:00 PM., Monday thru Friday, on the equipment listed herein. Service outside of Caltronics normal working hours shall be provided on an "if available" basis and customer shall pay Caltronics it's "after hours rate" then in effect.
- 2) **Commencement:** This is an annual contract, billed monthly, quarterly or annually in advance. The contract will commence upon delivery to customer. **This contract may be renewed by mutual written consent of the Parties."**
- 3) **Charges:** The minimum monthly payment and all other sums are due and payable to Caltronics. In return for payment, customer is entitled to produce copies and prints up to the allowance listed on the contract. Any copies or prints produced in excess of the allowance will be billed at the rate listed on the contract. The minimum monthly payment and excess copy rates are subject to an automatic increase not to exceed 10% every 12 months. Supplies will be allocated based on manufacturer's specified yields. We reserve the right to charge customers for excess supply usage. Loaner machines will be charged at the customer's current per copy rate. Per copy charges based on single sided sheet of paper up to 8 1/2 x 14.
- 4) **The sales tax** included on your contract invoice corresponds to the use of tangible personal property which includes toner usage. Customer agrees to pay sales tax as required by the State Board of Equalization.
- 5) **Meters:** Customer is responsible for providing Caltronics a meter reading on all equipment under contract on the billing date. If customer fails to provide an accurate meter reading, customer agrees to accept estimated meters based on service history for billing purposes. Caltronics may enable machines to automatically report meters and machine related information to better service our customers. It is the responsibility of the customer to ensure that the correct settings and/or defaults are set in the machine, print driver or applications when it relates to color copies/prints. Customers will be responsible for copies/prints produced based solely on the color (if applicable) and b/w meter readings as indicated by the machine.
- 6) **Relocation:** It is strongly recommended that our personnel prepare equipment prior to a move and reinstall equipment immediately following a move. Labor will be charged at our current hourly rates. If relocation is effected by the customer, Caltronics reserves the right to examine the machine at the new site. If repairs are required Caltronics will submit a quote for the repairs. If charges are approved by the customer, Service Contract will resume at the new site (after repairs). If not accepted by the customer, the Service Contract will be canceled effective immediately with not further obligation to either party.
- 7) **Assignment:** This agreement is non-transferable, non-assignable, non-refundable, and becomes void upon sale or transfer of the equipment. *Caltronics may apply any unused portion of maintenance charges towards future purchases with Caltronics at its sole discretion.*
- 8) **Breach or Default:** Caltronics may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past due balance for services rendered and/or products sold of more than 30 days from date of invoice. Customer agrees to pay reasonable attorney fees and legal expenses incurred in exercising any of its rights and remedies upon breach of agreement. Caltronics reserves the right to terminate this agreement if the machine becomes obsolete and parts and/or supplies become unavailable. Service by anyone other than Caltronics, or use of parts or supplies from anyone other than Caltronics will void this agreement.
- 9) **Cancellation:** In the event of cancellation by the customer prior to the expiration date, Caltronics will bill and customer will be obligated to pay early termination charges equaling at least 50% of the remaining contract term based on the average dollar amount of the last 6 months of billing.
- 10) **Items not included:** A) Freight charges on toner B) relocation of equipment, C) coverage for non-OEM peripherals, D) 3rd party "compliance" firms hired by customer, E) damage caused by misuse or neglect, theft, vandalism, environmental conditions beyond manufacturers recommendation, power related issues, fire, water. Caltronics will not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use of or performance of software, equipment, or any economic loss.
- 11) Issues caused by customers computer hardware/software, including applications, are not covered under this agreement. Any changes, modifications, or upgrades to customers network, including applications and operating systems necessitating a call from a technician are not covered by this agreement and will be billed at our current hourly rate.
- 12) The terms of this agreement may not be altered or amended unless authorized in writing by an officer of Caltronics. All other agreements or commitments for service and supplies are rendered invalid with the approval of this agreement. This agreement shall be governed by the laws of the state of California.

Authorization / Acceptance

Customer Authorization

Signature	Print Name	Title	Date
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Accepted by Caltronics Business Systems

Signature	Print Name	Title	Date
-----------	------------	-------	------

Free Copies Special

Customer: _____

Purchase Date: _____

Model: C558

Caltronics Business Systems will provide service and supplies for the first
 5,000 (color black) copies which will be allocated each
month for the first year. All copies/prints produced over the free monthly
allotment will be billed at the contracted rate. Paper and staples are not
included.

Customer Acceptance

Date

Caltronics Acceptance

Date

This document contains the entire offer. It cannot be amended verbally or in writing without being signed
by both parties.



Customer Bill To:

Address
 City
 State Zip

Lease Return Agreement

Lease Return: Caltronics Business Systems agrees to *return* the copier(s) listed below to the location designated by the owner of the equipment. Caltronics agrees to pay the associated shipping costs. Caltronics agrees to satisfy the remaining payments on the lease in an amount not to exceed that which is listed below under the **Maximum Payment Amount** .

Lease Expiration Date	Make	Model	Serial Number	Accessories	Maximum Payment Amount
01/2020	Kyocera	2551ci			\$ 12,240.00

Caltronics assumes no liability for the condition of the returned machine(s) and will not pay any charges associated with the repair or replacement of broken, damaged or missing parts. Caltronics assumes no liability for the overall condition of the returned equipment. Caltronics' only obligation is to return the equipment "as is" to the owner and make the remaining payments as specified above. It is the customer's responsibility to provide Caltronics with the return shipping instructions from their lease company. The customer will be responsible for any extra payments required due to lack of shipping instructions.

Primary Contact:

Name Steve Arozena	Phone 707-678-5447	Email ArozenaS@dixonlibrary.com
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Authorization / Acceptance

Customer Authorization			
Signature	Print Name	Title	Date
Accepted by Caltronics Business Systems			
Signature	Print Name	Title	Date



Customer Ship To: Dixon Public Library
 Address 230 N 1st Street
 City Dixon
 State CA Zip 95620

Site Requirements

This form explains the specific A/C power requirements of the equipment we offer. It is the customer's responsibility to ensure the installation site has the *required* power line and receptable types before any of these models are installed. The Caltronics' installation or service technicians are not allowed to alter the power cord or outlet, or deviate from the below requirements.

The use of any type of adapter or extension cord is strictly prohibited and may void your warranty or service agreement.



120 Volts at 15 Amps

Recommended: Dedicated Circuit; Recommended Isolated **GROUND**

5-15R

Required: Approx. 0 - 0.5 Volts between Neutral & Ground connection. 120VAC +/- 5%



Black and White				Color					KIP	
25e	227	421	4000P	C25	C252	C308	C454e	C3100P	300	3000
40P	287	423	4020	C30P	C253	C352	C458	C3110	600A	3100
223	350	454e	4050	C35	C258	C353	C558	C3350	700M	7100
224e	360	554e	4700P	C220	C280	C360		C3850	720	
250	363	3300P	4750	C224	C284	C364		C3850FS	770	
283	364e	3301P		C224e	C284e	C364e			2100	
284e	420	3320		C227	C287	C368			2300	

I have read the above conditions and agree to the Site Requirement Terms:

Customer Authorization

Signature	Print Name	Title	Date
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3015.3 A "Temporary" employee is one who is hired to work on a temporary basis within any job classification for the purpose of relieving or augmenting Regular and/or Probationary employees, and/or for special duties and/or assignments. The duration of the work assignment of a temporary employee may range from one day to a maximum of three (3) months of continuous service; provided, however, that the Library District may end such employment at any time. Time spent in such an appointment shall not constitute a part of the probationary period. Temporary employees may be eligible for state-mandated sick leave as outlined in sick leave policy (3040). Temporary employees may also request bereavement leave (3050) and jury duty/call to appear/military duty leave (3060) if the absence would occur during scheduled work-time, subject to Library Director approval.

3015.4 An "Extra-help" employee is one who is employed for the purpose of relieving or augmenting Regular and/or Probationary staff in the accomplishment of assignments or duties. Extra-help employees shall not be employed to circumvent filling of regularly allocated positions except on a temporary basis and may not work more than 999 hours in a fiscal year. Extra-help employees do not have rights to regular or continued employment, and time spent in such an appointment shall not constitute a part of the probationary period. Extra-help employees may be eligible for state-mandated sick leave as outlined in sick leave policy (3040) for Temporary employees. Extra-help employees may also request bereavement leave (3050) and jury duty/call to appear/military duty leave (3060) if the absence would occur during scheduled work-time, subject to Library Director approval. Extra-help employees may also receive longevity pay (3150.3.3), subject to Board approval.

Dixon Public Library District

POLICY AND PROCEDURE MANUAL

POLICY TITLE: GENERAL
POLICY GROUP: 1000

- 1000 Establishment and Purpose of Policies and Procedures
- 1005 Free Library Service; Universal Access
- 1020 Conflict of Interest Code
- 1025 Core Principles for Provision of Library Service
- 1030 Freedom to Read
- 1035 Freedom to View
- 1040 Response to Public Complaints
- 1150 Copying of Public Documents

Dixon Public Library District

POLICY AND PROCEDURE MANUAL

POLICY TITLE: Establishment and Purpose of Policies and Procedures
POLICY NUMBER: 1000

1000.1 It is the intent of the Library ~~Commission-Board~~ to establish and maintain a Policy and Procedure Manual. Contained therein will be a comprehensive listing of the Library District's current policies and procedures, being

- the rules and regulations enacted by ~~the Library Board~~ ~~the Commission and/or the Governing Board of Library Trustees~~ from time to time, and
- the procedures established by the ~~Library Director-District Librarian~~ acting with authority as the Library District's Chief Executive Officer (section 3000).

1000.2 The Policy and Procedure Manual will serve as a resource for Trustees, Commissioners, staff and members of the public

- by presenting a cohesive and consistent picture of action taken,
- by serving to guide the consideration of new action, and
- by guiding the manner in which matters of Library District business are to be conducted.

1000.3 If any policy or procedure or portion of a policy or procedure contained within the Policy and Procedure Manual is in conflict with rules, regulations or legislation having authority over the Library District, said rules, regulations or legislation will prevail.

Adopted 01/23/2006

Revised 4/12/2018

Dixon Public Library District

POLICY AND PROCEDURE MANUAL

POLICY TITLE: Free Library Service; Universal Access
POLICY NUMBER: 1005

1005.1 By majority vote of the District voters (1911), the Library District is established to provide free, open and unrestricted library service to the residents of the District through the imposition of property taxes, the collection of other taxes and fees authorized by the Governing Board of Library Trustees and/or by vote of the District voters as permitted by law, the receipt of Federal or State library funds, and with the help of gifts, grants and other financial assistance as may be obtained by or provided to the Library District. No library user shall ever be required or asked to pay a fee, pay a membership or subscription for library service.

1005.1 The Library District is authorized to collect overdue fees and material replacement, ~~damage costs and lost materials~~ costs from individual users whose manner of use causes such fees and costs to occur.

1005.2 In support of the philosophy that all people of the State of California should have free and convenient access to all library resources and services, the Library District recognizes that all residents of the State of California are therefore eligible to become registered Dixon Public Library users with the same borrowing and use privileges afforded to District residents.

1005.3 To strengthen and increase its ability to provide library resources and services, the Library District may enter into joint powers agreements, consortia, partnerships or other collaborative arrangements with other jurisdictions or bodies.

1005.3.1 Each agreement, memorandum of understanding, contract or agreement shall be approved by the Governing Board of Library Trustees ~~and/or the Library Commission~~.

Adopted 11/20/2006

Revised 4/12/2018

Dixon Public Library District

POLICY AND PROCEDURE HANDBOOK

POLICY TITLE: Conflict of Interest Code
POLICY NUMBER: 1020

1020.1 Whereas the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict-of-interest codes, the Library District hereby adopts and incorporates by reference Title 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code as established by the Fair Political Practices Commission (FPPC).

1020.1.1 Any amendments, revisions and other changes to CCR Section 18730 which are duly adopted by the Fair Political Practices Commission after public notice and hearings are hereby incorporated by reference.

1020.2 ~~All officials, officers and employees of the Library District who make or participate in the making of decisions that may have a materials effect on any financial interests shall be designated employees required to file statements of economic interests.~~ Library Trustees, Library Commissioners and the Library Director ~~District Librarian~~ are hereby designated as individuals who are required to file statements of economic interests each year.

1020.2.1 The above designated positions must disclose all interests in real property, as well as investments, business positions and sources of income, including gifts, loans and travel payments.

Adopted 05/15/2006

Revised 04/12/2018

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Dixon Public Library District

POLICY AND PROCEDURE HANDBOOK

POLICY TITLE: Core Principles for Provision of Library Service
POLICY NUMBER: 1025

1025.1 The core principles which frame, shape and guide the provision of library services for this community are most eloquently expressed in the American Library Association *Library Bill of Rights*, which the Library District hereby adopts as its statement of core principles for provision of library service.

1025.1.1 All libraries are forums for information and ideas, and the following basic policies should guide their services.

1. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
5. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

1025.2 The Library District hereby incorporates, by reference, those additional interpretive statements to the *Library Bill of Rights* which have been adopted by the American Library Association:

- Access for Children and Young Adults to ~~Videotapes and Other~~ Nonprint Materials
- Access to Digital Electronic Information, Services, and Networks
- Access to Library Resources and Services for Minors
- Access to Library Resources and Services Regardless of Sex, Gender Identity, Gender Expression, or Sexual Orientation
- Access to Resources and Services in the School Library
- Advocating for Intellectual Freedom
- Challenged Resources Materials
- Diversity in Collection Development
- Economic Barriers to Information Access
- Evaluating Library Collections
- Exhibit Spaces and Bulletin Boards

Expurgation of Library Materials
~~Free Access to Libraries for Minors~~
Internet Filtering

Intellectual Freedom Principles for
Academic Librarians

~~Labelings and Rating~~ Systems
Library-Initiated Programs as a Resource
Meeting Rooms

Minors and Internet Activity

Politics in American Libraries

Prisoners Right to Read

Privacy

Rating Systems

Religion in American Libraries

Restricted Access to Library Materials

Services to People with Disabilities

Universal Right to Freedom of Expression

User-Generated Content in Library Discovery
Systems

Visual and Performing Arts in Libraries

For complete definitions of the above, please
consult the American Library Association
website:
[http://www.ala.org/advocacy/intfreedom/library
bill/interpretations](http://www.ala.org/advocacy/intfreedom/library
bill/interpretations)

Adopted 08/21/2006

Revised 04/12/2018

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Dixon Public Library District

POLICY AND PROCEDURE MANUAL

POLICY TITLE: Freedom to Read
POLICY NUMBER: 1030

1030.1 The Library District recognizes that the free and unfettered access to all information and viewpoints represents a core principle which frames the core principles for library services, and hereby adopts the American Library Association/American Association of Publishers *Freedom to Read* statement as an additional core principle for the Library District.

1030.1.1 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 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 controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity 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 for 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 these 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 readers 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.

Adopted 08/21/2006

Revised 04/12/2018

Dixon Public Library District

POLICY AND PROCEDURE MANUAL

POLICY TITLE: Freedom to View
POLICY NUMBER: 1035

1035.1 The Library District recognizes that the free and unfettered access to all information and viewpoints represents a core principle which frames the core principles for library services, and hereby adopts the American Library Association/ American Film and Video Association's *Freedom to View* statement, ~~as an additional core principle for the Library District.~~

1030.1.1 The freedom to view, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.
2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

Adopted 10/16/2006

Revised 04/12/2018

Dixon Public Library District

POLICY AND PROCEDURE MANUAL

POLICY TITLE: GENERAL
POLICY GROUP: 1000

- 1000** Establishment and Purpose of Policies and Procedures
- 1005** Free Library Service; Universal Access
- 1020** Conflict of Interest Code
- 1025** Core Principles for Provision of Library Service
- 1030** Freedom to Read
- 1035** Freedom to View
- 1040** Response to Public Complaints
- 1150** Copying of Public Documents

Dixon Public Library District

POLICY AND PROCEDURE MANUAL

POLICY TITLE: Establishment and Purpose of Policies and Procedures
POLICY NUMBER: 1000

1000.1 It is the intent of the Library ~~Commission-Board~~ to establish and maintain a Policy and Procedure Manual. Contained therein will be a comprehensive listing of the Library District's current policies and procedures, being

- the rules and regulations enacted by ~~the Library Board~~ ~~the Commission and/or the Governing Board of Library Trustees~~ from time to time, and
- the procedures established by the ~~Library Director-District Librarian~~ acting with authority as the Library District's Chief Executive Officer (section 3000).

1000.2 The Policy and Procedure Manual will serve as a resource for Trustees, Commissioners, staff and members of the public

- by presenting a cohesive and consistent picture of action taken,
- by serving to guide the consideration of new action, and
- by guiding the manner in which matters of Library District business are to be conducted.

1000.3 If any policy or procedure or portion of a policy or procedure contained within the Policy and Procedure Manual is in conflict with rules, regulations or legislation having authority over the Library District, said rules, regulations or legislation will prevail.

Adopted 01/23/2006

Revised 4/12/2018

Dixon Public Library District

POLICY AND PROCEDURE MANUAL

POLICY TITLE: Free Library Service; Universal Access
POLICY NUMBER: 1005

1005.1 By majority vote of the District voters (1911), the Library District is established to provide free, open and unrestricted library service to the residents of the District through the imposition of property taxes, the collection of other taxes and fees authorized by the Governing Board of Library Trustees and/or by vote of the District voters as permitted by law, the receipt of Federal or State library funds, and with the help of gifts, grants and other financial assistance as may be obtained by or provided to the Library District. No library user shall ever be required or asked to pay a fee, pay a membership or subscription for library service.

1005.1 The Library District is authorized to collect overdue fees and material replacement, ~~damage costs and lost materials~~ costs from individual users whose manner of use causes such fees and costs to occur.

1005.2 In support of the philosophy that all people of the State of California should have free and convenient access to all library resources and services, the Library District recognizes that all residents of the State of California are therefore eligible to become registered Dixon Public Library users with the same borrowing and use privileges afforded to District residents.

1005.3 To strengthen and increase its ability to provide library resources and services, the Library District may enter into joint powers agreements, consortia, partnerships or other collaborative arrangements with other jurisdictions or bodies.

1005.3.1 Each agreement, memorandum of understanding, contract or agreement shall be approved by the Governing Board of Library Trustees ~~and/or the Library Commission~~.

Adopted 11/20/2006

Revised 4/12/2018

Dixon Public Library District

POLICY AND PROCEDURE HANDBOOK

POLICY TITLE: Conflict of Interest Code
POLICY NUMBER: 1020

1020.1 Whereas the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict-of-interest codes, the Library District hereby adopts and incorporates by reference Title 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code as established by the Fair Political Practices Commission (FPPC).

1020.1.1 Any amendments, revisions and other changes to CCR Section 18730 which are duly adopted by the Fair Political Practices Commission after public notice and hearings are hereby incorporated by reference.

1020.2 ~~All officials, officers and employees of the Library District who make or participate in the making of decisions that may have a materials effect on any financial interests shall be designated employees required to file statements of economic interests.~~ Library Trustees, ~~Library Commissioners~~ and the ~~Library Director District Librarian~~ are hereby designated as individuals who are required to file statements of economic interests each year.

1020.2.1 The above designated positions must disclose all interests in real property, as well as investments, business positions and sources of income, including gifts, loans and travel payments.

Adopted 05/15/2006

Revised 04/12/2018

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Dixon Public Library District

POLICY AND PROCEDURE HANDBOOK

POLICY TITLE: Core Principles for Provision of Library Service
POLICY NUMBER: 1025

1025.1 The core principles which frame, shape and guide the provision of library services for this community are most eloquently expressed in the American Library Association *Library Bill of Rights*, which the Library District hereby adopts as its statement of core principles for provision of library service.

1025.1.1 All libraries are forums for information and ideas, and the following basic policies should guide their services.

1. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
5. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

1025.2 The Library District hereby incorporates, by reference, those additional interpretive statements to the *Library Bill of Rights* which have been adopted by the American Library Association:

Access for Children and Young Adults to Videotapes and Other Nonprint Materials

Access to Digital Electronic Information, Services, and Networks

Access to Library Resources and Services for Minors

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

Access to Resources and Services in the School Library

Advocating for Intellectual Freedom

Challenged Resources Materials

Diversity in Collection Development

Economic Barriers to Information Access

Evaluating Library Collections

Exhibit Spaces and Bulletin Boards

Expurgation of Library Materials
~~Free Access to Libraries for Minors~~
~~Internet Filtering~~
~~Intellectual Freedom Principles for Academic Librarians~~
Labelings and Rating Systems
Library-Initiated Programs as a Resource
Meeting Rooms
~~Minors and Internet Activity~~
~~Politics in American Libraries~~
~~Prisoners Right to Read~~
Privacy
Rating Systems
~~Religion in American Libraries~~
Restricted Access to Library Materials
~~Services to People with Disabilities~~
Universal Right to Freedom of Expression
~~User-Generated Content in Library Discovery Systems~~
~~Visual and Performing Arts in Libraries~~

For complete definitions of the above, please consult the [American Library Association website:](http://www.ala.org/advocacy/intfreedom/librarybill/interpretations)
<http://www.ala.org/advocacy/intfreedom/librarybill/interpretations>

Adopted 08/21/2006

Revised 04/12/2018

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Dixon Public Library District

POLICY AND PROCEDURE MANUAL

POLICY TITLE: Freedom to Read
POLICY NUMBER: 1030

1030.1 The Library District recognizes that the free and unfettered access to all information and viewpoints represents a core principle which frames the core principles for library services, and hereby adopts the American Library Association/American Association of Publishers *Freedom to Read* statement as an additional core principle for the Library District.

1030.1.1 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 ~~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 controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity ~~conformity~~ ~~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 for 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 these 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 readers 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.

Adopted 08/21/2006

Revised 04/12/2018

Dixon Public Library District

POLICY AND PROCEDURE MANUAL

POLICY TITLE: Freedom to View
POLICY NUMBER: 1035

1035.1 The Library District recognizes that the free and unfettered access to all information and viewpoints represents a core principle which frames the core principles for library services, and hereby adopts the American Library Association/ American Film and Video Association's *Freedom to View* statement ~~as an additional core principle for the Library District.~~

1030.1.1 The freedom to view, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.
2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

Adopted 10/16/2006

Revised 04/12/2018

Minutes—Draft
DIXON PUBLIC LIBRARY DISTRICT
GOVERNING BOARD OF LIBRARY TRUSTEES
7:00 P. M., Thursday, March 8, 2018
REGULAR MEETING

MEETING LOCATION
DIXON CITY COUNCIL CHAMBERS
600 EAST A STREET, DIXON, CA 95620

1. Call to Order

Mr. Gabby called the meeting to order at 7 pm. There were no announcements to be made following the closed session.

2. Business meeting

a. Pledge of Allegiance

Pledge of Allegiance said

b. Roll Call

Trustees

John Gabby, President—present

Luke Foster, Vice President—present

Guy Garcia, Clerk—present

Caitlin O'Halloran, Member—present

Melissa Maseda, Member—present

Staff

Steve Arozena, Library Director—present

3. Notice to the Public

None

4. Correspondence

Letters from Jennifer Springfield and Nancy Schrott were read. Copies of the letters are attached. In response to the Springfield letter, Mr. Gabby asked if a staff survey could be taken asking for ideas on how the library could be improved and what ideas they might have for a possible expansion. Mr. Foster said that that was the purpose of the proposed Library Advisory Committee. He noted that no interest was expressed in that proposal. Mr. Gabby said that we should solicit staff responses to things like the aging carpet mentioned in the letter. Mr. Arozena said that that was one of the areas that was addressed by the design proposals that had been solicited. After brief discussion, Nancy Schrott's letter was read into the record. Ms. O'Halloran noted that she had advocated a separate library board for some time and that it was found that it would cost the taxpayers an enormous amount of money to have an election. She said would cost around \$30,000 to have such an election and noted that the proposal for the

Library Advisory Committee was met with no interest. She also said that it was difficult to get people to even run for the School Board. She thought that the idea that we should take an additional \$30,000 out of library funds to have an election when there is no public interest in serving on a library committee seems unreasonable. Ms. O'Halloran stated that they had looked into other options, such as Solano County running the library, but that the current set-up seems to be the most cost-effective. She also noted that the chambers are almost always empty and that the Board does the best they can with the limited public input, with the exception of the two letters that were read at the current meeting. Ms. Maseda stated that she does care about the library and has spent a great deal of time using the library and trying to make sure that patrons and staff are happy. Mr. Foster said that he was happy to have some input and that he thinks a staff survey would be a good thing, but that he would like to say that any library employees or community members are welcome to come to meetings and express their opinions.

5. Consent Agenda

None

6. Public Comment

None

7. Guests & Presentations

8. Director's Report

■ **Budget discussion**

- Mr. Arozena stated that Gina Dupell, the library's accountant, was attending the meeting as requested by the Board in February. Mr. Garcia asked Ms. Dupell if the library was on track to be significantly ahead of the proposed budget. Ms. Dupell stated that that was correct. Mr. Garcia said that it looked like the revenue would be around \$400,000 above and Ms. Dupell agreed. Ms. Maseda asked about the designer that had come in and asked if that expense was budgeted for. Mr. Arozena said that it hadn't been decided whether the library should be expanded or to renovate the existing building. Ms. Maseda asked if those options would all be different. Mr. Arozena said he would like to be able to present all the different options to the Board at an upcoming meeting. Ms. Maseda asked when that would happen. Mr. Arozena said that he had some updates coming later in the meeting. Ms. Dupell presented the Board with an analysis of the current year's revenue and the dates that monies are received, along with the past couple of fiscal years. She explained that Solano County has started giving us our revenue checks via journal entry rather than cutting checks, which results in much quicker payment times. Ms. Dupell also wanted to address how the budgets are arrived at. She stated that in the past that we have taken the prior year's budget and then increased it, rather than basing it all on the run rate. Mr.

Garcia asked if she had projected what the total surplus would be and Ms. Dupell answered 'no.' Mr. Garcia asked how far through the fiscal year we were. Mr. Arozena stated 67%. Mr. Garcia noted that we had almost reached 100% of our estimated revenue with only two-thirds of the fiscal year done. He asked about the difference between the two funds. Mr. Arozena stated that the top fund was for day-to-day operations and that the other fund was only to be used for building improvements and construction. Mr. Garcia asked for confirmation that the library has budgeted \$1.2 million for expenditures and that it will be significantly over in revenues. Ms. Dupell confirmed that. Mr. Garcia. Ms. Maseda asked if the library were up to date on books, equipment expenditures, etc. She asked if enough money was budgeted for books to keep us up to date with public demand and current titles. Mr. Arozena said that there were space constrictions on what can be purchased, but that we do keep up with public demand and that the collections are supplemented by our consortium and Link plus. Mr. Garcia said that he thinks that discussion of how we budget for next year should be on the agenda for a future meeting. Ms. Dupell said that we had also discussed increasing our reserves for six months of operations. Mr. Garcia said he is all for that. Ms. Dupell said that she would put together some bullet points to get the conversation going at next month's meeting.

■ **Library activities**

- Mr. Arozena said that in light of the previous discussion he would bring up a topic he was saving for a future meeting. He said that Gina had prepared a study comparing salaries between Dixon Public Library and libraries in Solano and Yolo Counties as one of the policies states that salaries should be comparable to those entities. He stated that salaries are comparable to Yolo, but that Dixon is lagging far behind Solano. He said that he would ask at a future meeting to consider giving staff a 15-20% raise across the Board to bring salaries in line with those offered at Solano. Mr. Garcia stated that we need to keep in mind that Solano has a different tax structure than us, but that we do need to look at the proposal. Ms. Maseda asked that Mr. Arozena bring along the studies that he looked at to the meeting when that is on the agenda.
- Mr. Arozena said that he received an estimate from the architect as to how much it would cost to remodel the Miller Building, but that he had a lot of questions for the architect and was waiting to hear back from him. He said that he hopes to have the figures from the architect and the proposals from the design firms to discuss what the best way to progress is. He said that he received a third design proposal from Group 4 Architecture in South San Francisco. He said that their proposal was more than twice what

the other firms had suggested and that he was waiting to hear back from them with answers to his questions.

- Mr. Arozena said that the audit is coming along. He said there are a few other figures that they need and that following that, he needs to write a Management's Discussion and Analysis of the audit. He said the audit should be done by the next meeting, or the subsequent one.
- Mr. Arozena said that he has provided the Board with the current fixed asset list and the old inventory list. He said that he is waiting to hear back from Solano on how to remove the items that the library no longer owns from the old inventory.
- Mr. Arozena said that the e-rate extension for internet services was approved for the coming fiscal year. He said that the library had maximized the e-rate discounts for phone service and that next year will be paying the full rate.
- Mr. Arozena said that he gave a presentation on the services the Dixon Public Library provides to a class at Solano Community College. He was asked to speak by a person who attends story times as her assignment was to find a community leader to address the class.

9. Ongoing Business

■ **Ongoing Business**

■ **Student Success Initiative**

- Mr. Arozena said that the Student Success Initiative was the program designed to get library cards into the hands of all students and that Mr. Foster had requested that we discuss this at the meeting. Mr. Foster recounted a story about a person that he overheard at the library couldn't get a card because the person didn't have an i.d. Mr. Foster suggested that an application for a library card be included in the school registration packet. Mr. Arozena said that some communities are taking that approach, but that others are taking the opposite, saying that if the parent doesn't object that a library card will be issued to the student. Mr. Foster said that that is a good idea, but he is concerned about what we do when a parent is not responsible and fails to return items. He asked Mr. Arozena if he knew how many items were not returned each year. Mr. Arozena said that he would look into it. Mr. Arozena said that other places were issuing a special type of card that would expire on the student's 18th birthday and have a set number of items (typically five) that can be checked out. Ms. O'Halloran suggested that we set aside some funds to replace lost materials. Mr. Foster asked that we look into libraries that use the opt in/opt out procedure.

Mr. Arozena said that some are doing it one way, some the other. Mr. Arozena asked whether we need to pursue a formal memo of understanding with the schools, or whether a simple verbal agreement should count. Ms. O'Halloran said that they could figure it out. There was a comment from the public by Superintendent Dolan that the school would do anything to facilitate getting library cards into the hands of students. He said that each student is issued a picture i.d. and that if there is a way to integrate that component into issuing a library card that he is all for it. Mr. Arozena asked if elementary school students are issued i.d.'s and Superintendent Dolan confirmed that they are. Ms. Maseda asked if the school district and library need to share address and phone number information in case items go missing.

10. New Business

- **New Business**
- **COLA Raise for Library Staff**
- Mr. Arozena stated that Social Security is recommending a 2% COLA raise this year and that last year's was only .3 with the year before that being zero. He asked that the Board consider a 2% COLA raise for all library employees. Mr. Garcia said he would like to see what had been done as far as raises for the prior two years and then tie this request to the prior salary comparison student showing the budgetary impact these raises would have. Ms. Maseda said that she didn't feel like they can approve the COLA raise without looking at the salary comparison proposal which would be substantially more. Mr. Garcia said that we are looking at a budget surplus and that it should be considered, but should be part of a bigger proposal.
- **Add "Extra-help" definition to Policy 3105 and Pertinent Personnel Policies**
- Mr. Arozena stated that he has provided the Board with a copy of the policy that lays out the definition of the different types of employees. He interjected that the letter read into the record said that all policies had come from the Atkins era, but that all the personnel policies had been updated in 2014. Ms. O'Halloran said that she noticed that the policy in question had been revised in 2014. Mr. Arozena said that the attorney had gone through the entire personnel policy section and made suggested revisions that were approved by the Board in that year. Ms. Maseda asked if these policies were

directly from the attorney, or if they came from other libraries. Mr. Arozena said that they probably came from other libraries, but were revised and approved by the attorney. Ms. O'Halloran said that she recalls viewing the handbook and that perhaps there is a misunderstanding with the staff. Ms. Dupell said that she believes the section of the manual done in 2014 was the personnel section and that there is a lot more to the manual. Mr. Arozena said that that was correct. Ms. Dupell asked how many sections there were. Mr. Arozena said that there are eight. Ms. Maseda said Mr. Arozena was looking into a company to help with the process. Mr. Arozena said that the company did provide some advice and that that is part of the handout. Mr. Arozena said that the policy manual only lists three kinds of employees: Regular, temporary and probationary. In practice, there are extra-help employees for payroll purposes, and they are not defined. The question arose when one of the employees asked for bereavement pay. He said he contacted an attorney at the California Chamber of Commerce who said that lacking a definition of extra-help employees, that any employee would have to be considered one of the three types defined by the policy. The attorney said that given the three choices, the employee would have to be considered regular as they were no longer temporary or probationary. Mr. Arozena proposed a definition of extra-help employee. He suggested that the benefits given to extra-help employees be expanded beyond the state-mandated sick leave to include jury duty, call to appear, military duty and bereavement. He said that they already receive longevity pay, but he would like that to be codified. Ms. O'Halloran asked what benefits they would not be getting. Mr. Arozena said they wouldn't get vacation, holiday pay or health benefits. Mr. Garcia asked what would be changed to the policy. Mr. Arozena listed the above suggested changes. Mr. Garcia said that he would like to see the suggested changes documented in the form of a new policy approved by the attorney. Ms. O'Halloran asked that a portion of the handbook be reviewed at each meeting. Mr. Arozena asked if the review would be before or after the attorney reviews it. Mr. Foster asked if the consultants will be handling the h.r. section. Mr. Arozena said that he has not been able to come to an agreement with them. They are prepared to create an entirely new manual, but he would like to have some input into its creation. Ms. O'Halloran said that she thinks that whatever goes into the manual should have some precedent. Ms. Dupell said that she thinks that is a good idea and that

the Board and Mr. Arozena should go over items in the handbook before bringing it to the attorney, as that is very costly. Mr. Garcia said that he thinks that we should redline the policies before bringing them to the Board. Ms. O'Halloran said that the items should be reviewed with staff input and input from other sources before the Board sees it and that the attorney approval should be the last step.

- **Approval of Minutes of February 8, 2018**
- Motion to approve by Mr. Garcia. Seconded by Ms. O'Halloran. Minutes approved 5-0.
- **Meeting adjourned.**

John Gabby, President

Guy Garcia, Clerk
