

DIXON PUBLIC LIBRARY

GOVERNING BOARD OF LIBRARY TRUSTEES

AGENDA: REGULAR MEETING

7:00 p.m., Thursday, March 14, 2019

Council Chambers, City of Dixon

600 East A St., Dixon, CA 95620

1. CALL TO ORDER

2. CLOSED SESSION

- A. Public Employee Discipline/Dismissal/Release [Gov't Code 54957]
- B. Conference with legal counsel - anticipated litigation: Significant exposure to litigation [Govt. Code 54956.9(d) (2)] [One case]
- C. Public Employment – Interim Director [Gov't Code 54957]

3. ANNOUNCEMENTS FROM CLOSE SESSION

4. BUSINESS MEETING

- A. Pledge of Allegiance

- B. Roll Call of Trustees:
Luke Foster, President
Caitlin O'Halloran, Vice President
Melissa Maseda, Member
Jewel Fink, Member
John Gabby, Member

- C. Staff: Roxanne Brown, Interim Library Director

5. PUBLIC COMMENT

Persons wishing to speak to an agenda item may raise their hand during Public Comment. The Library Board President will recognize you for the discussion at the appropriate time. Speakers will provide their name to the Library Board after which the speaker will have five (5) minutes to speak.

NOTICE TO PUBLIC

Any member of the public wishing to address the Governing Board on a topic within the subject matter jurisdiction of the District but not on the agenda may do so during the PUBLIC COMMENT period identified in this agenda. By law, subjects not on the agenda cannot be acted upon by the Board except to briefly respond, clarify, or refer to staff for review and presentation at a future meeting.

6. GUESTS AND PRESENTATIONS

Pages ---

7. CORRESPONDENCE

Pages ---

- 8. **CONSENT AGENDA,** **Pages 4-7**
 - A. Approval of February 14, 2019 Agenda Minutes
 - Motion made by
 - Second
 - Ayes

- 9. **INFORMATION ITEMS,** **Pages 8-11**
 - A. Dixon Fire Department Fire and Safety Reports
 - a. Dixon Public Library
 - b. Friends of the Library

- 10. **DISCUSSION ITEMS,** **Pages ---**
 - A.

- 11. **ACTION ITEMS,** **Pages 12-25**
 - A. Approve Contract for Interim Library Director **Pages 12-18**
 - Motion made by
 - Second
 - Ayes Noes

Board must state/read in public:

Pursuant to Government Code Section 54953, Subdivision (c) (3). The Board provides this oral summary of the compensation for the part-time and temporary executive position of Interim Library Director. The term of the contract will be for a term not to exceed three (3) months beginning March 15, 2019. The salary to be paid shall remain at the rate of \$500.00 per day, less all statutory deductions. The contract or amendment does not provide for any other compensation or benefits.

- B. Approve Audit 2015, 2016, and 2017 performed by Gilbert and Associates
 - a. Dixon Public Library Board Policy 5001: The Library District shall provide that its financial records are subject to audit and review every two (2) years by qualified auditors. **Pages 19-22**
 - Motion made by
 - Second
 - Ayes Noes

- C. Approve Board Policy 3017 Revision **Pages 23-25**
 - a. Remove language from BP 3017 that refers to “fulltime and part-time students” being able to fill Library Page positions. This request is due to high

turnover/resignation rates of high school students due to conflicts with their after school commitments.

Motion made by

Second

Ayes

Noes

12. ADJOURNEMENT

Time: _____

Pursuant to Government Code Sections: 54953.2, 54954.1, 54954.2, individuals with disabilities who require alternative formats of the agenda and related meeting materials and/or auxiliary aides/services to participate in the meeting should please contact the Library at 707-678-5447. Notification of at least 48 hours prior to the meeting will enable the Dixon Library to make reasonable arrangements to ensure accessibility to the Library Board meeting. Meetings are held in locations which are wheelchair accessible.

March Library Calendar:

- 07: Evening Book Club, The Great Alone @ 6:15 p.m.
 - 12: Friends of the Library Monthly Meeting @ 5:00 p.m. (2nd Tuesday of each month)
 - 14: Morning Book Club, My Italian Bulldozer @ 11:00 a.m.
 - 14: Library Board of Trustees Meeting @ 7:00 p.m.
 - 21: Movie Club – Citizen Kane @ 6:30 p.m. – 7:30 p.m. (Meets monthly every third Thursday)
- Tuesdays: Baby Storytime @ 10:00 a.m.
Toddler Time @ 10:30 a.m.
- Wednesdays: Preschool Storytime @ 10 a.m.

Subject: February 14, 2019 Board Minutes

Date: March 14, 2019

Agenda Item #: 8.A.

Consent

Public Hearing

Information

Discussion

Action

Submitted and presented by: Acting Interim Director, Roxanne Brown

Recommendation: Approve

Approve the February 14, 2019 Board Minutes

DIXON PUBLIC LIBRARY

GOVERNING BOARD OF LIBRARY TRUSTEES
AGENDA: REGULAR MEETING MINUTES

7:00 p.m., Thursday, February 14, 2019

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- C. Public Employment – Interim Director [Gov't Code 54957]

3. ANNOUNCEMENTS FROM CLOSE SESSION

No announcements from Close Session

4. BUSINESS MEETING

- A. Pledge of Allegiance
Pledge was recited

- B. Roll Call of Trustees:
 - Luke Foster, President *P*
 - Caitlin O'Halloran, Vice President *Absent*
 - Melissa Maseda, Member *P*
 - Jewel Fink, Member *P*
 - John Gabby *Absent*

- C. Staff: Roxanne Brown, Acting Interim Library Director *P*

5. PUBLIC COMMENT

Persons wishing to speak to an agenda item may raise their hand during Public Comment. The Library Board President will recognize you for the discussion at the appropriate time. Speakers will provide their name to the Library Board after which the speaker will have five (5) minutes to speak.

- *None*

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6.	GUESTS AND PRESENTATIONS <i>None</i>	Pages -0-									
7.	CORRESPONDENCE <i>None</i>	Pages -0-									
8.	CONSENT AGENDA,	Pages 1-5									
	A. Approval of January 10, 2019 Agenda Minutes										
	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Motion made by</td> <td style="width: 30%;"><u>Member Maseda</u></td> <td style="width: 40%;"></td> </tr> <tr> <td>Second</td> <td><u>Member Fink</u></td> <td></td> </tr> <tr> <td>Ayes <u>3</u></td> <td>Noes <u>0</u></td> <td></td> </tr> </table>	Motion made by	<u>Member Maseda</u>		Second	<u>Member Fink</u>		Ayes <u>3</u>	Noes <u>0</u>		
Motion made by	<u>Member Maseda</u>										
Second	<u>Member Fink</u>										
Ayes <u>3</u>	Noes <u>0</u>										
9.	INFORMATION ITEMS,	Pages 6-38									
	A. Agreement between the Dixon Public Library and Vacation in relationship to Boundaries	Pages 6-15									
	B. Notification of Nominations – 2019 Election, Special District Risk Management Authority (SDMRA)	Pages 16-34									
	C. Laws That Apply to Your Organization – Cal Chamber	Pages 35-38									
10.	DISCUSSION ITEMS	Pages 39-58									
	A. Next Steps for the Dixon Public Library Special District,										
	1) Board requested the circulation to population percentages to be presented on February 14, 2019	Pages 39-44									
	2) "Executive searches" for libraries,	Pages 45-48									
	3) Interested in interior renovation of library interior	Pages 49-57									
	4) Findings from January 15, meeting w/ the City of Dixon	Pages 58									
11.	ACTION ITEMS,	Pages 59-85									
	A. Board Policy 3020, Vacation Leave, Third Reading <i>Connected BP 3020.5 language to Vacation Credit Matrix</i>	Pages 59-61									
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Motion made by	<u>Member Maseda</u>										
Second	<u>Member Fink</u>										
Ayes <u>3</u>	Noes <u>0</u>										
	B. Job Descriptions (update); Library Clerk and Library Page	Pages 62-68									
	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Motion made by</td> <td style="width: 30%;"><u>Member Maseda</u></td> <td style="width: 40%;"></td> </tr> <tr> <td>Second</td> <td><u>Member Fink</u></td> <td></td> </tr> <tr> <td>Ayes <u>3</u></td> <td>Noes <u>0</u></td> <td></td> </tr> </table>	Motion made by	<u>Member Maseda</u>		Second	<u>Member Fink</u>		Ayes <u>3</u>	Noes <u>0</u>		
Motion made by	<u>Member Maseda</u>										
Second	<u>Member Fink</u>										
Ayes <u>3</u>	Noes <u>0</u>										

- C. Approve Extension of Acting Interim Library Director, Amendment 3 Pages 69-85
 Motion made by President Foster
 Second Member Maseda
 Ayes 3 Noes 0

Board must state/read in public:

Pursuant to Government Code Section 54953, Subdivision (c)(3). The Board provides this oral summary of the compensation for the part-time and temporary executive position of Acting Interim Library Director. The term of the contract will be extended, commencing December 21, 2018 and ending March 29, 2019. The salary to be paid shall remain at the rate of \$500.00 per day plus daily per diem stipend of \$150.00 per day worked, less all statutory deductions. The contract or amendment does not provide for any other compensation or benefits.

12. ADJOURNEMENT

Time: 8:46 p.m.

Pursuant to Government Code Sections: 54953.2, 54954.1, 54954.2, individuals with disabilities who require alternative formats of the agenda and related meeting materials and/or auxiliary aides/services to participate in the meeting should please contact the Library at 707-678-5447. Notification of at least 48 hours prior to the meeting will enable the Dixon Library to make reasonable arrangements to ensure accessibility to the Library Board meeting. Meetings are held in locations which are wheelchair accessible.

February Library Calendar:

- 07: Evening Book Club, Chemistry: A Novel @ 6:15 p.m.
 - 12: Friends of the Library Monthly Meeting @ 5:00 p.m. (2nd Tuesday of each month)
 - 14: Morning Book Club, Elevation @ 11:00 a.m.
 - 14: Library Board of Trustees Meeting @ 7:00 p.m.
 - 20: Transportation Advisory Commission at 7:00 p.m. – parking spaces for Read-Ride in front of Library and/or side of Library continued discussion from meeting held on December 19, 2018
 - 21: Movie Club – Vertigo @ 6:30 p.m. – 7:30 p.m. (Meets monthly every third Thursday)
- Tuesdays: Baby Storytime @ 10:00 a.m.
 Toddler Time @ 10:30 a.m.
- Wednesdays: Preschool Storytime @ 10 a.m.

 Board President Luke Foster

 Date

Subject: City of Dixon Fire Inspection

Date: March 14, 2019

Agenda Item #: 9.A..

- Consent
- Public Hearing
- Information
- Discussion
- Action

Submitted and presented by: Acting Interim Director, Roxanne Brown

Recommendation: No action, information only

Dixon Fire Department Fire and Safety Reports

- a. Dixon Public Library – need to correct:
 - Exit light in Courtyard
 - Need to provide Fire Department new key to front door
 - Five-year test for fire extinguishers

- b. Friends of the Library – no corrective action needed

DIXON FIRE DEPARTMENT
205 Ford Way, Dixon CA 95620 707-678-7060

FIRE SAFETY INSPECTION REPORT

Business Address: Z30 N FIRST ST Suite: _____ Inspection Date: 3/13/19
 Business Name: DIXON PUBLIC LIBRARY Business Phone: 678 5447
 Owner/Property Management: _____ Phone: _____
 Address: _____ City: _____ State: _____ Zip: _____

NO	✓	VIOLATIONS	NO.	LOCATION / REMARKS	CLEARED
ACCESS					
1		Maintain fire lane free of obstructions.	12	EXIT LIGHT @ DOOR TO	11
2		Provide fire lane identification.		COURT YARD	
3		Provide address numbers/building I.D. visible from street.		EMERGENCY LIGHTING	11
4	✓	Provide approved key box/lock/switch and/or keys for fire dept. access.		DOWN STAIRS	
EXITING					
5		Remove obstructions at exits, doors, aisles, corridors, stairways, etc.	4	NEED NEW KEY	11
6		Exit door to open without a key or any special knowledge/effort.		TO FRONT DOOR	
7		Provide "THIS DOOR TO REMAIN UNLOCKED WHEN BUSINESS IS OCCUPIED".			
8		Repair non-operable exit door hardware.			
9		Remove obstructions from door required to be closed.			
10		Remove locks/latches from doors with panic hardware.			
11		Remove storage from unprotected stairway.			
12	✓	Provide/maintain exit sign/emergency lighting.			11
FIRE EXTINGUISHERS					
13		Have fire extinguisher(s) serviced and tagged.			
14		Provide/mount fire extinguisher as indicated.			
15		Provide clear access to fire extinguisher.	21	SUR TEST	11
16		Post a sign indicating fire extinguisher location.		REQUIRED	
FIRE PROTECTION EQUIPMENT					
17		Maintain, repair, paint, inspect, and/or test sprinkler/standpipe system/hydrant/FDC/PIV.			
18		Maintain 3 ft. minimum clearance for access/use of fire appliances/equipment.			11
19		Secure all system control valves in the open position.			
20		Replace damaged/painted/missing sprinkler heads/FDC caps.			
21	✓	Provide 5 year certification test for sprinkler/standpipe system.			11
22		Provide sprinkler coverage in unprotected areas.			
23		Provide spare sprinkler heads (min. 6) and/or compatible wrench.			
24		Hood and duct extinguishing system to be serviced and tagged.			
25		Remove grease from hood, duct, and filters. (KEEP CLEAN)			11
FIRE ALARM SYSTEMS					
26		Maintain, repair, inspect, and/or test fire alarm system.			
27		Provide/maintain operable smoke detectors in each dwelling unit.			
FIRE SEPARATIONS					
28		Repair holes in required fire resistive construction.			11
29		Provide/repair self or automatic closing fire rated assemblies.			
30		Keep attic access and scuttle openings closed.			
ELECTRICAL					
31		Discontinue use of extension cords.			
32		Install permanent wiring for fixed and stationary appliances.			
33		Provide cover plates for all junction boxes. Provide spacers for electrical panel.	1st	3/15/19	
34		Remove exposed wiring or protect in approved conduit.	2nd	11	
35		Provide a 30 inch clear space to and in front of electrical panel.	Refer to FPB	11	
36		Maintain wiring in good condition and protect from damage.			
HAZARDOUS MATERIALS					
37		Provide a flammable liquid storage cabinet or reduce storage to 10 gallons or less.			
38		Remove all flammable liquids not used for maintenance purposes.			
39		Store Flammable liquids away from exits, stairs, or corridors.			
40		Maintain equipment, machinery and required detection equipment.			
41		Obtain a hazardous materials permit.			
42		Secure compressed gas cylinders. Identify product name.			
STORAGE • HOUSEKEEPING					
43		Arrange storage in an orderly manner.			
44		Remove combustible storage from boiler, mechanical, and electrical room.			
45		Reduce storage to 24 inches below ceiling or 18 inches below sprinkler heads.			
46		Provide listed container for oily rag storage.			
47		Provide metal trash can with lid.			
48		Remove waste/rubbish materials from the premises.			
49		Keep dumpsters 5 feet away from combustible walls, eaves, or openings.			
50		Provide minimum 30 foot clearance between building and combustible vegetation.			
MISCELLANEOUS					
51		Post room capacity.			
52		Other violations or comments.			
NO VIOLATIONS NOTED THIS DATE - THANK YOU FOR BEING FIRE SAFE!					

RE-INSPECTION DATES	INSPECTOR
1st	3/15/19
2nd	11
Refer to FPB	11

CITATION WARNING
 You are hereby notified to correct all violations found. A re-inspection will be conducted after 14 days. Items not corrected and remaining will be referred to the Fire Marshal for followup.

Thank you for your assistance and cooperation in minimizing fire and life loss in our community.

BY ORDER OF THE FIRE CHIEF

Signature of Recipient: _____
 Print: Daniela Palma Sign: [Signature]
 Owner Manager Employee Other
 Inspecting Officer: [Signature]
 FPB: _____ Company: _____ Shift: _____ Page _____ of _____

DIXON FIRE DEPARTMENT
205 Ford Way, Dixon CA 95620 707-678-7060

FIRE SAFETY INSPECTION REPORT

Business Address: 210 N FIRST ST Suite: _____ Inspection Date: 3/3/19

Business Name: FRIENDS OF THE DIXON LIBRARY Business Phone: 624-0144

Owner/Property Management: _____ Phone: _____

Address: 210 N FIRST ST City: _____ State: _____ Zip: _____

NO	✓	VIOLATIONS	NO.	LOCATION / REMARKS	CLEARED
ACCESS					
1		Maintain fire lane free of obstructions.			/ /
2		Provide fire lane identification.			
3		Provide address numbers/building I.D. visible from street.			
4		Provide approved key box/lock/switch and/or keys for fire dept. access.			
EXITING					
5		Remove obstructions at exits, doors, aisles, corridors, stairways, etc.			/ /
6		Exit door to open without a key or any special knowledge/effort.			
7		Provide "THIS DOOR TO REMAIN UNLOCKED WHEN BUSINESS IS OCCUPIED".			
8		Repair non-operable exit door hardware.			/ /
9		Remove obstructions from door required to be closed.			
10		Remove locks/latches from doors with panic hardware.			
11		Remove storage from unprotected stairway.			
12		Provide/maintain exit sign/emergency lighting.			/ /
FIRE EXTINGUISHERS					
13		Have fire extinguisher(s) serviced and tagged.			
14		Provide/mount fire extinguisher as indicated.			
15		Provide clear access to fire extinguisher.			/ /
16		Post a sign indicating fire extinguisher location.			
FIRE PROTECTION EQUIPMENT					
17		Maintain, repair, paint, inspect, and/or test sprinkler/standp. system/hydrant/FDC/PIV.			/ /
18		Maintain 3 ft. minimum clearance for access/use of fire appli.			
19		Secure all system control valves in the open position.			
20		Replace damaged/painted/missing sprinkler heads/FDC caps.			
21		Provide 5 year certification test for sprinkler/standpipe system.			/ /
22		Provide sprinkler coverage in unprotected areas.			
23		Provide spare sprinkler heads (min. 6) and/or compatible wrench.			
24		Hood and duct extinguishing system to be serviced and tagged.			
25		Remove grease from hood, duct, and filters. (KEEP CLEAN)			/ /
FIRE ALARM SYSTEMS					
26		Maintain, repair, inspect, and/or test fire alarm system.			
27		Provide/maintain operable smoke detectors in each dwelling unit.			
FIRE SEPARATIONS					
28		Repair holes in required fire resistive construction.			/ /
29		Provide/repair self or automatic closing fire rated assemblies.			
30		Keep attic access and scuttle openings closed.			
ELECTRICAL					
31		Discontinue use of extension cords.			
32		Install permanent wiring for fixed and stationary appliances.	1st	/ /	
33		Provide cover plates for all junction boxes. Provide spacers for electrical panel.			
34		Remove exposed wiring or protect in approved conduit.	2nd	/ /	
35		Provide a 30 inch clear space to and in front of electrical panel.			
36		Maintain wiring in good condition and protect from damage.	Refer to FPB	/ /	
HAZARDOUS MATERIALS					
37		Provide a flammable liquid storage cabinet or reduce storage to 10 gallons or less.			
38		Remove all flammable liquids not used for maintenance purposes.			
39		Store Flammable liquids away from exits, stairs, or corridors.			
40		Maintain equipment, machinery and required detection equipment.			
41		Obtain a hazardous materials permit.			
42		Secure compressed gas cylinders. Identify product name.			
STORAGE • HOUSEKEEPING					
43		Arrange storage in an orderly manner.			
44		Remove combustible storage from boiler, mechanical, and electrical room.			
45		Reduce storage to 24 inches below ceiling or 18 inches below sprinkler heads.			
46		Provide listed container for oily rag storage.			
47		Provide metal trash can with lid.			
48		Remove waste/rubbish materials from the premises.			
49		Keep dumpsters 5 feet away from combustible walls, eaves, or openings.			
50		Provide minimum 30 foot clearance between building and combustible vegetation.			
MISCELLANEOUS					
51		Post room capacity.			
52		Other violations or comments.			

Friends inspection was OK. -wp

RE-INSPECTION DATES	INSPECTOR
1st	/ /
2nd	/ /
Refer to FPB	/ /

CITATION WARNING

You are hereby notified to correct all violations found. A re-inspection will be conducted after _____ days. Items not corrected and remaining will be referred to the Fire Marshal for followup.

Thank you for your assistance and cooperation in minimizing fire and life loss in our community.

BY ORDER OF THE FIRE CHIEF

Signature of Recipient: _____
 Print _____ Sign _____
 Owner Manager Employee Other

Inspecting Officer: _____

FPB: _____ Company: _____ Shift: _____ Page _____ of _____

DIXON FIRE DEPARTMENT
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3		Provide address numbers/building I.D. visible from street.			
4		Provide approved key box/lock/switch and/or keys for fire dept. access.			
EXITING					
5		Remove obstructions at exits, doors, aisles, corridors, stairways, etc.			//
6		Exit door to open without a key or any special knowledge/effort.			
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17		Maintain, repair, paint, inspect, and/or test sprinkler/standpipe system/hydrant/FDC/PIV.			
18		Maintain 3 ft. minimum clearance for access/use of fire appliances/equipment.			//
19		Secure all system control valves in the open position.			
20		Replace damaged/painted/missing sprinkler heads/FDC caps.			
21		Provide 5 year certification test for sprinkler/standpipe system.			
22		Provide sprinkler coverage in unprotected areas.			//
23		Provide spare sprinkler heads (min. 6) and/or compatible wrench.			
24		Hood and duct extinguishing system to be serviced and tagged.			
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35		Provide a 30 inch clear space to and in front of electrical panel.			
36		Maintain wiring in good condition and protect from damage.	Refer to FPB	/ /	
HAZARDOUS MATERIALS					
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41		Obtain a hazardous materials permit.			
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STORAGE • HOUSEKEEPING					
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45		Reduce storage to 24 inches below ceiling or 18 inches below sprinkler heads.			
46		Provide listed container for oily rag storage.			
47		Provide metal trash can with lid.			
48		Remove waste/rubbish materials from the premises.			
49		Keep dumpsters 5 feet away from combustible walls, eaves, or openings.			
50		Provide minimum 30 foot clearance between building and combustible vegetation.			
MISCELLANEOUS					
51		Post room capacity.			
52		Other violations or comments.			

RE-INSPECTION DATES	INSPECTOR
1st	/ /
2nd	/ /
Refer to FPB	/ /

CITATION WARNING

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Thank you for your assistance and cooperation in minimizing fire and life loss in our community.

BY ORDER OF THE FIRE CHIEF	
Signature of Recipient: _____	
Print _____	Sign _____
<input type="checkbox"/> Owner <input type="checkbox"/> Manager <input type="checkbox"/> Employee <input type="checkbox"/> Other	
Inspecting Officer: _____	

NO VIOLATIONS NOTED THIS DATE - THANK YOU FOR BEING FIRE SAFE!

Distribution: White - to Owner/Occupant Yellow - 2nd Inspection Pink - Fire Prevention

FPB: _____ Company: _____ Shift: _____ Page _____ of _____
Rev. 11/15/13

Subject: Interim Director Contract of Employment

Date: March 14, 2019

Agenda Item #: 11.A.

Consent

Public Hearing

Information

Discussion

Action

Submitted and presented by: Acting Interim Director, Roxanne Brown

Recommendation: Approve

Approve Interim Director Contract, March 15, 2019 not to exceed three (3) months.

DIXON PUBLIC LIBRARY DISTRICT

**INTERIM LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT**

PART-TIME TEMPORARY

This AGREEMENT is made and entered into on March 15, 2019, 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 Aida Buelna (hereinafter "INTERIM LIBRARY DIRECTOR"), collectively, the "Parties."

I. TERM OF AGREEMENT

The BOARD, in consideration of the promises by INTERIM LIBRARY DIRECTOR herein contained, agrees to employ, and INTERIM LIBRARY DIRECTOR hereby accepts temporary employment as INTERIM LIBRARY DIRECTOR of the LIBRARY, for a term not to exceed three (3) months beginning March 15, 2019. The term of this AGREEMENT shall not be automatically extended, but may be extended by the BOARD subject to INTERIM 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)].

INTERIM LIBRARY DIRECTOR agrees to the best of her ability and experience that she will at all times loyally and conscientiously perform all of the services, duties and obligations required of her 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. INTERIM LIBRARY DIRECTOR shall serve as the temporary Chief Executive Officer and Secretary to the BOARD pursuant to California Education Code section 18402, respectively. INTERIM LIBRARY DIRECTOR shall attend all regular and special meetings of the BOARD, except as otherwise authorized or directed by the BOARD.

B. INTERIM 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, INTERIM 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 contracted hours, and available via telephone and/or email as necessary.

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 on a part-time basis of at least three (3) days per a work week;
- b. Maintain a presence at the LIBRARY during contracted hours and available via telephone and/or email as necessary;
- c. Manage, direct, and assign LIBRARY employees;
- d. Work with appropriate staff to complete 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. Work with appropriate staff to 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.

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 INTERIM 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 INTERIM LIBRARY DIRECTOR shall be through its President or designee, but the INTERIM LIBRARY DIRECTOR shall maintain communication and working relationships with each BOARD member.

III. COMPENSATION AND BENEFITS

A. Salary. During the term of this AGREEMENT, the INTERIM LIBRARY DIRECTOR shall be paid a salary based on a daily rate of Five Hundred Dollars and No Cents (\$500.00), less all statutory and other deductions. The salary shall be payable in equal monthly

installments on the last working day of each month and shall be based on actual days worked as determined by the BOARD and INTERIM LIBRARY DIRECTOR on a part-time basis of at least three (3) days per a work week. The INTERIM LIBRARY DIRECTOR may work additional days as needed with approval of the BOARD President. The INTERIM LIBRARY DIRECTOR acknowledges and agrees she shall not be entitled to overtime or compensatory time.

B. Benefits and Expense Reimbursement.

1. Health And Welfare; Other Benefits. The INTERIM LIBRARY DIRECTOR acknowledges and agrees that she shall not be entitled to receive any health and welfare benefits, including any other benefits available to the Library's other employees, during her temporary employment.

2. Retirement. The INTERIM LIBRARY DIRECTOR acknowledges and agrees that she shall not receive any retirement plan or contribution to any retirement plan as available to the LIBRARY's other employees or under any other plan, during her temporary employment with the LIBRARY. The INTERIM LIBRARY DIRECTOR represents and agrees her temporary employment with the LIBRARY under this AGREEMENT does not violate any rule or regulation of any other employer and/or retirement plan of which the INTERIM LIBRARY DIRECTOR is currently employed with and/or participates in.

3. Expense Reimbursement. The INTERIM 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.

16

IV. WORK YEAR, HOLIDAYS, VACATION AND SICK LEAVE

A. The INTERIM LIBRARY DIRECTOR shall render full and regular days of service on a part-time basis at the LIBRARY and such service shall be for at least three (3) days a week during the term of this AGREEMENT, e.g. Wednesday, Thursday, and Friday. The INTERIM LIBRARY DIRECTOR will notify the BOARD President in writing whenever she intends not to be on duty, or when she is required to be off-site for LIBRARY business.

B. The INTERIM LIBRARY DIRECTOR shall not be entitled to any paid holidays during her temporary employment. Upon completing thirty (30) working days, the INTERIM LIBRARY DIRECTOR shall be eligible for paid sick leave pursuant to the Healthy Workplaces/Healthy Families Act of 2014 of California.

C. The INTERIM LIBRARY DIRECTOR acknowledges and agrees that she shall not accrue any hours of paid vacation leave or administrative leave during her temporary employment.

V. TERMINATION

A. The INTERIM LIBRARY DIRECTOR understands and agrees that her employment as the INTERIM LIBRARY DIRECTOR pursuant to this AGREEMENT is “at-will” and the BOARD may terminate this AGREEMENT at any time, with or without notice, with or without cause, except as otherwise provided by law. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of the INTERIM LIBRARY DIRECTOR to resign and terminate this AGREEMENT at any time.

B. 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 INTERIM LIBRARY DIRECTOR may receive, at the discretion of the BOARD, shall not exceed an amount equal to the monthly salary of the INTERIM LIBRARY DIRECTOR multiplied by the number of months left on the unexpired Term of the Agreement [Government Code section 53260].

C. This AGREEMENT does not provide for any paid leave or absence or for payment of a legal defense if the INTERIM LIBRARY DIRECTOR is charged by criminal complaint, information or indictment for commission of any crime. If the INTERIM LIBRARY DIRECTOR is otherwise granted a paid leave of absence and/or provided a legal defense by the LIBRARY on any other basis and is later convicted of a crime involving abuse of office or position, the INTERIM LIBRARY DIRECTOR shall reimburse the LIBRARY for all salary paid during such leave and also reimburse the LIBRARY for any costs of legal defense [Government Code sections 53243-53243.4].

VI. EXTENSION OF CONTRACT

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

VII. ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement between the INTERIM LIBRARY DIRECTOR and the BOARD, and constitutes the complete, final and exclusive embodiment of their agreement with respect to the INTERIM 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.

VIII. 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.

IX. 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.

X. MODIFICATION

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

XI. INDEPENDENT LEGAL ADVICE / REPRESENTATION

The INTERIM 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 representative; and (2) they have each read, understood, voluntarily accepted, and agreed to the terms of this AGREEMENT. The INTERIM LIBRARY DIRECTOR acknowledges and agrees that legal counsel for the BOARD represents the BOARD's interests exclusively and that no separate attorney-client relationship exists between the INTERIM LIBRARY DIRECTOR and legal counsel for the BOARD.

XII. 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. INTERIM 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.*

XIII. 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.

18

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

By: _____

Dated: _____

Luke Foster
President, Board of Trustees
DIXON PUBLIC LIBRARY DISTRICT

By: _____

Dated: _____

Aida Buelna
INTERIM LIBRARY DIRECTOR

Subject: Financial Audit for 2015, 2016, and 2017

Date: March 14, 2019

Agenda Item #: 11.B.

Consent

Public Hearing

Information

Discussion

Action

Submitted and presented by: Acting Interim Director, Roxanne Brown

Recommendation: Approve

Gilbert Associates performed audits for 2015, 2016, and 2017.

**Board of Trustees
Dixon Public Library District
Dixon, California**

In planning and performing our audit of the financial statements of the Dixon Public Library District (the District) for the fiscal years ending June 30, 2015, 2016 and 2017, we considered the District's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this letter and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify certain deficiencies in internal control, described below, that we consider to be a material weakness.

We have recommended some opportunities for strengthening internal controls and improving year end close procedures. This letter summarizes our comments and recommendations regarding those matters. This letter does not affect our report dated February 6, 2019 on the financial statements of the District.

YEAR-END CLOSING PROCEDURES

The year-end accounting closing process of the District was not adequate to prepare accurate financial statements in a complete and timely manner for the fiscal years ended June 30, 2015, 2016 and 2017. Upon commencement of our audit in February 2018 for all years under audit, we found that account reconciliations and analyses for major financial statement line items had not been completed resulting in numerous adjusting entries to arrive at balances included in the District's audited financial statements. As a result, the final trial balance for fiscal year 2016 and 2017 was not available until June 2018. Following are some examples of accounting closing processes that presented issues:

- Net position/fund balance had not been reconciled at year-end resulting in adjustments to equity during the audit for all three fiscal years.
- Receivable accruals were not made at year end and as a result were not in accordance with generally accepted accounting principles. This led to material adjustments to receivables and revenue.

- Fixed asset was not inventoried and reconciled until after the start of audit fieldwork. Additionally, the District needed guidance and assistance to determine the adjustments necessary for the proper accounting treatment of capitalized assets.
- For fiscal year 2015, insurance expenses were not captured in the correct fiscal year.

We recognize there may have been contributing factors affecting the District's financial close; however, we believe that the District's inability to perform a timely and complete close of the financial accounts increases the risk that financial information provided to the Board of Trustees may contain significant errors.

Reconciliations and required accruals should occur on a regular basis to ensure accurate and timely financial reporting. An essential part of any organization's internal control over its financial reporting process is the ability to produce accurate financial data in accordance with generally accepted accounting principles. Accurate financial reporting enables management and the Board of Trustees to have a sound financial basis for decision making. Conversely, the absence of accurate financial data may undermine the plans and initiative of management and the Board of Trustees. The lack of a complete close and reconciliation process of the District represents a material weakness which should not require or rely on the additional level of control supplied by an audit.

We recommend the District establish and document the monthly and year-end closing process that will enable the District to adequately reconcile accounts and produce complete accurate financial information in accordance with generally accepted accounting principles. Additionally, if the revenue for a fiscal year had not yet been received prior to the year-end close, an estimation of the revenue to be received within 90 days should be accrued as a receivable to be in accordance with generally accepted accounting principles.

21

STATUS OF PRIOR YEAR FINDINGS

AVAILABLE RESERVES

Criteria: All districts should maintain an adequate reserve to provide the necessary resources that are occasionally needed to cope with unforeseen events or emergencies.

Recommendation: The District should continue the program reductions and cost savings plans to ensure that the District maintains adequate reserves to cope with unforeseen events or emergencies.

Current year update: We saw a decrease in fund balance for June 30, 2015 and 2016 fiscal years; however June 30, 2017 had a positive change in fund balance at year end. It appears the District has taken positive steps to improve its available reserves.

FINANCIAL REPORTING

Criteria: The District Librarian is responsible for reporting complete and accurate financial information to the Board of Trustees on an annual basis. Accordingly, the District should have an effective system of internal control over financial reporting that will ensure that the information contained in the financial report is free from material misstatement.

Recommendation: The District should continue their implementation of a comprehensive financial reporting checklist which can be used by staff during the year-end closing process, to prevent material misstatements from occurring in the future.

Current year update: This recommendation has been partially implemented. The Library Director provided a reconciliation of fixed assets for the years under audit. Refer to comments above for current year observations related to the year-end closing process.

This communication is intended solely for the information and use of management and the Board of Trustees, and is not intended to be, and should not be, used by anyone other than these specified parties.



GILBERT ASSOCIATES, INC.
Sacramento, California

February 6, 2019

Subject: Board Policy 3017 – Library Page

Date: March 14, 2019

Agenda Item #: 11.C.

Consent

Public Hearing

Information

Discussion

Action

Submitted and presented by: Acting Interim Director, Roxanne Brown

Recommendation: Approve

Remove language that refers to full or part-time students due to the high turnover/resignation rate of high school student Library Pages.



DIXON
PUBLIC LIBRARY
est. 1912

LIBRARY PAGE

JOB DESCRIPTION

DEFINITION

This part-time ~~student~~ position is under the general direction of the Library Director and the direct supervision of the Library Circulation Supervisors. This position performs a wide variety of tasks primarily the organization of library materials with some basic technical and clerical duties.

DISTINGUISHING CHARACTERISTICS

This classification is expected to learn basic library procedures and to handle a number of basic library duties and routines. The ability to follow directions and complete assigned tasks in a satisfactory and timely manner is required. Successful applicants must be committed to providing quality service to all members of the public and have excellent interpersonal skills.

EXAMPLES OF DUTIES

- Shelving and retrieving library materials; shelf-reading, shelf-shifting and maintaining collection in an orderly manner; cleaning, dusting, vacuuming of books and shelves
- Assisting with all phases of preparation, staging, and clean-up for Library programs; assisting at the Circulation Desk as directed
- Perform other duties as required

GENERAL EXPECTATIONS

- Understand and follow written and oral instructions
- Perform basic tasks with speed and accuracy; work independently
- Ability to perform detail oriented tasks
- Quickly learn and practice library policies and procedures
- Work a changing and flexible work schedule which includes all open library hours (days, evenings, weekends and emergencies)
- Demonstrate proper phone etiquette and customer service skills

- Understand and perform all jobs on a multi-task oriented basis
- Communicate effectively with people of diverse backgrounds and temperaments, while demonstrating tact and diplomacy

PHYSICAL DEMANDS/WORKING CONDITIONS

Work is conducted in a library/office setting

- Handling of books and other library materials in a variety of ways including shelving and shelf-shifting, as well as basic circulation procedures
- Work may include sitting and use of keyboard/mouse, as well as moderate lifting (up to 20 pounds), carrying, reaching, stooping, pulling and pushing book carts with a force up to 60 pounds
- Manual dexterity, clear speech and hearing/visual acuity are necessary

KNOWLEDGE

- Alphabetic and numeric filing systems and basic mathematics
- Effective communication skills both oral and written
- Proper usage of grammar and punctuation

MINIMUM QUALIFICATIONS REQUIRED

- Minimum age of 16; eligible for a work permit
- ~~Per Library District Policy 3017.1 persons interested in this position must be a full-time high school student or a higher education student~~

DESIRABLE QUALIFICATIONS

- Proficient in Spanish language skills (test will be administered)

SALARY

- This position will be paid on an hourly basis per the Library Page salary schedule.