

DIXON PUBLIC LIBRARY DISTRICT

INTERIM LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT

This AGREEMENT is made and entered into on November 8, 2013, by and between the Board of Trustees (hereinafter "BOARD") of the Dixon Public Library District, a political subdivision of the State of California (hereinafter "LIBRARY") and Dr. Patrick Newell (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 the term beginning November 8, 2013 and ending on February 15, 2014. The term of this AGREEMENT shall not be automatically extended. Any such extension shall be effective only upon action by the BOARD in open session at a regular public meeting [Government Code section 54945(b)].

INTERIM LIBRARY DIRECTOR represents and agrees he is qualified to serve as the INTERIM LIBRARY DIRECTOR and to the best of his ability and experience 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. INTERIM LIBRARY DIRECTOR shall serve as the 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 INTERIM 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. Have the responsibility for the execution of BOARD policies (whereas the BOARD shall retain the responsibility for formulating and adopting said policies).
2. Representing 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. Maintain responsibility 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 with LIBRARY employees.
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 shall maintain 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.
8. Manage and administer the LIBRARY's facilities.
9. Perform the following functions, as deemed reasonable and necessary:
 - a. Manage, direct, and assign LIBRARY employees;
 - b. Manage LIBRARY budget and finances;
 - c. Manage business affairs, operations, and facilities for the LIBRARY;
 - d. Administer and enforce policies established by the Board;
 - e. Promulgate rules and procedures as necessary for the administration of the LIBRARY;
 - f. 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;
 - g. Submit financial and budgetary reports to the BOARD as required by Board policies consistent with Education Code section 18451;
 - h. File an annual report with the State Librarian pursuant to Education Code section 18408;
 - i. In general perform, all duties incident to the Office of the INTERIM LIBRARY DIRECTOR and such other duties as may be prescribed by the BOARD from time to time;
 - j. Advise the BOARD regarding financing/implementation of present or contemplated LIBRARY programs/services;
 - k. Establish and maintain an appropriate community relations program;
 - l. Serve as liaison/representative of the BOARD with respect to employer-employee matters, and make recommendations to the BOARD concerning those matters;
 - m. Attend regular, special and closed session meetings and workshops of the BOARD; and
 - n. 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/INTERIM 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, but the INTERIM LIBRARY DIRECTOR shall maintain communication and working relationship with each BOARD member.

3. The BOARD, in their individual and/or collective discretion, may refer to INTERIM LIBRARY DIRECTOR orally or in writing, any and all criticism, complaints, suggestions, communications or comments from the public regarding the LIBRARY for the INTERIM LIBRARY DIRECTOR to act upon and/or resolve. INTERIM 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. The INTERIM LIBRARY DIRECTOR shall earn a monthly salary of Five Thousand Six Hundred Dollars (\$5,600.00), less all statutory and other deductions, based on an annual salary rate of Sixty-Seven Thousand Two Hundred Dollars (\$67,200.00). 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 INTERIM LIBRARY DIRECTOR acknowledges and agrees he shall not be entitled to overtime or compensatory time.

B. Benefits, Expense Reimbursement, Travel/Housing Allowance, and Retirement.

1. Health And Welfare; Other Benefits. The INTERIM LIBRARY DIRECTOR acknowledges and agrees that he shall not be entitled to receive any health and welfare benefits, including any other benefits available to the Library's other employees, during his temporary employment ending on February 15, 2014.

2. Expense Reimbursement. The INTERIM LIBRARY DIRECTOR shall be reimbursed for reasonable business expenses, including work related 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.

3. Travel and Housing Allowance. The Parties acknowledge and agree that the INTERIM LIBRARY DIRECTOR's primary place of residence is in Fresno, California, and INTERIM LIBRARY DIRECTOR shall be required to travel to Dixon, California at times during the term of this AGREEMENT to fulfill the duties stated herein. To offset the INTERIM LIBRARY DIRECTOR's personal travel costs from Fresno to Dixon, California, during the term of this AGREEMENT, the INTERIM LIBRARY DIRECTOR shall also receive in addition to the salary set forth above a monthly travel and housing allowance not to exceed One Thousand Two Hundred Dollars (\$1,200.00), less all statutory and other deductions, and pro-rated for any partial month of employment. The INTERIM LIBRARY DIRECTOR shall submit to the LIBRARY receipts for such costs in each month within ten (10) business days after the end of each month. The LIBRARY agrees to pay the amount due to the INTERIM LIBRARY DIRECTOR on or before the end of the month following the month in which the costs were incurred. All such expenses shall be subject to BOARD approval.

4. Retirement. The INTERIM LIBRARY DIRECTOR acknowledges and agrees that he 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 his temporary employment with the LIBRARY ending on February 15, 2014. The INTERIM LIBRARY DIRECTOR represents and agrees his 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. The INTERIM LIBRARY DIRECTOR agrees to hold harmless and indemnify the LIBRARY, its BOARD, employees, and agents for any and all related claims including but not limited to any related costs, damages, legal fees, penalties, etc.

IV. WORK YEAR, HOLIDAYS, VACATION AND SICK LEAVE

A. The INTERIM LIBRARY DIRECTOR shall render full and regular days of service to fulfill the duties identified herein as follows: 1) the INTERIM LIBRARY DIRECTOR shall be present at the LIBRARY on each Thursday, Friday, and Saturday, or as approved by the BOARD, during business hours for not less than (8) hours per a day during the Term of this Agreement; and 2) the INTERIM LIBRARY DIRECTOR shall be available by telephone during the remainder of the work week to assist the BOARD and/or LIBRARY staff on an as-needed basis. The INTERIM LIBRARY DIRECTOR will notify the BOARD in writing whenever he intends not to be on duty in excess of two (2) consecutive days.

B. The INTERIM LIBRARY DIRECTOR shall not be entitled to any paid holidays and sick leave during his temporary employment ending on February 15, 2014.

C. The INTERIM LIBRARY DIRECTOR acknowledges and agrees that he shall not accrue any hours of paid vacation leave or administrative leave during the Term of this Agreement.

V. TERMINATION

A. The INTERIM LIBRARY DIRECTOR understands and agrees that his 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 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 attorneys and/or other 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 attorney-client relationship exists between the INTERIM LIBRARY DIRECTOR and legal counsel for the BOARD.

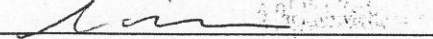
XII. BOARD APPROVAL OF AGREEMENT

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.*

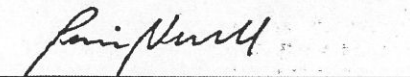
XIII. WAIVER OF BREACH

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.

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

By: 
Gilardo Piñon
President, Board of Trustees
DIXON PUBLIC LIBRARY DISTRICT

Dated: 11-7-2013

By: 
Dr. Patrick Newell
INTERIM LIBRARY DIRECTOR

Dated: 11/7/2013

Dates On Site at Dixon Public Library

Thursday, November 7, 13
Friday, November 8, 13
Saturday, November 9, 13
Thursday, November 14, 13
Friday, November 15, 13
Saturday, November 16, 13
Thursday, November 21, 13
Friday, November 22, 13
Saturday, November 23, 13
Monday, November 25, 13
Tuesday, November 26, 13
Wednesday, November 27, 13
Thursday, December 5, 13
Friday, December 6, 13
Saturday, December 7, 13
Thursday, December 12, 13
Friday, December 13, 13
Saturday, December 14, 13
Thursday, December 19, 13
Friday, December 20, 13
Saturday, December 21, 13
Thursday, December 26, 13
Friday, December 27, 13
Saturday, December 28, 13
Thursday, January 2, 14
Friday, January 3, 14
Saturday, January 4, 14
Thursday, January 9, 14
Friday, January 10, 14
Saturday, January 11, 14
Thursday, January 16, 14
Friday, January 17, 14
Saturday, January 18, 14
Tuesday, January 21, 14
I will be travelling to and from/at the American Library Association Midwinter Meeting January 22 through January 27, 2014. Because of these travels, I will be on site only one day that week: January 21, 2014 (Library Closed 1/20/2014 for MLIS)
Tuesday, January 28, 14
Wednesday, January 29, 14
Thursday, January 30, 14
Thursday, February 6, 14
Friday, February 7, 14
Saturday, February 8, 14
Thursday, February 13, 14
Friday, February 14, 14
Saturday, February 15, 14

**AGREEMENT TO PROVIDE INTEGRATED LIBRARY SYSTEM SERVICES
TO THE DIXON UNIFIED SCHOOL DISTRICT LIBRARY DISTRICT
BY COUNTY OF SOLANO LIBRARY DEPARTMENT**

THIS AGREEMENT is made on _____, _____, between the COUNTY OF SOLANO, a political subdivision of the State of California, (hereinafter "Solano County") for exclusive benefit of the Solano County Library, (hereinafter "Solano") and the DIXON UNIFIED SCHOOL DISTRICT LIBRARY DISTRICT for the benefit of the Dixon Public Library (hereinafter "Contractee").

WHEREAS, Solano and Contractee are legally authorized to enter into intergovernmental agreements for services; and

WHEREAS, Solano and Contractee are interested in cooperating to their mutual advantage through centralization of, and the sharing of costs for, library automation services; and

WHEREAS, Solano owns an integrated library (ILS) automation system capable of providing library automation services to Contractee; and

WHEREAS, Contractee is desirous of contracting with Solano for library automation services; and

WHEREAS, Solano is qualified to perform such services.

THE PARTIES MUTUALLY AGREE as follows:

SECTION 1.0 DUTIES AND RESPONSIBILITIES

Contractee and Solano County each agree to perform the services described in Exhibit A, which is attached and incorporated by this reference.

SECTION 2.0 DEFINITIONS

Unless the context otherwise requires, the words and terms defined shall, for the purpose of the Agreement, have the meaning specified below.

2.1 Acquisitions

Acquisitions means the software module used to automate the processes of acquiring library materials, including, but not limited to, establishing and maintaining accounts with vendors, ordering, receiving, claiming, fund accounting and reporting on these and related processes.

2.2 TLC

TLC means Solano County's automation vendor, The Library Corporation.

2.3 Central site CPU

Central site CPU means any computer or device required for daily operation or backup. This shall include processors, controllers, disk drives required for online operation or backup, tape drives required to load data or provide backup, printers used at the central site, system operator consoles or terminals and any other computer or equipment (e.g. gateway server) that work in conjunction with the ILS mainframe for the purpose of accessing other databases.

2.4 Circulation control

Circulation control means the software module used to automate the processes of loaning and retrieving library materials, including, but not limited to, maintaining records of registered borrowers, recording and controlling loans of library materials, and tracking fines, over due materials, and borrower hold requests. The subsystem also provides the means to generate notices to borrowers, including but not limited to, overdue notices and hold notices.

2.5 Database

Database means the machine-readable fields of bibliographic, item, patron and transaction records created and stored by the system.

2.6 Database management

Database management means the software module used to provide a means of creating and maintaining bibliographic records and their associate item records.

2.7 Fiscal year

Fiscal year means the period from July 1 to and including the following June 30.

2.8 Intergrated Library System (ILS)

This is a set of fully integrated software modules used to automate library processes, including circulation cataloging, acquisitions, serials control, database maintenance and the public access catalog.

2.9 Library director

Library director means the individual who is officially charged by a legal governing entity such as a County Board of Supervisors, a city council or other governing body to oversee and direct library service for that entity's library or library jurisdiction. For example, for Solano Library, that person is the Director of Library Services.

2.10 Machine-readable

Machine-readable means information in a form that can be directly assimilated by computer equipment.

2.11 MARC

MARC means machine-readable cataloging.

2.12 Module

Module means a subsystem within the system software that allows the library to perform automated tasks.

2.13 NLS

NLS means the NorthNet Library System.

2.14 Online database

Online database means any machine-readable file of information, whether locally produced or licensed from a commercial vendor, which is loaded onto the ILS or accessed from a terminal on the ILS that can be researched by a user of the online public access catalog.

2.15 Online public access catalog (OPAC)

Online public access catalog means the software module designed to be used by the public and staff of the library to search the database of bibliographic and item records.

2.16 Participating user

Participating user means those libraries that contract directly with Solano Library for library automation services.

2.17 Peripheral equipment

Peripheral equipment means any personal computer, printer, or barcode reader connected to the ILS.

2.18 Record

Record means any machine-readable information kept about a title, item or borrower that is arranged and stored in files on the ILS.

2.19 Serials control

Serials control means the software module used to automate the processes of acquiring and controlling materials issued in successive parts including but not limited to, establishing and maintaining accounts with vendors, ordering, receiving, claiming, fund accounting and reporting on these and related processes.

2.20 Services

Services means all applicable work and arrangements needed to provide the automation system described in the agreement to a contracting library jurisdiction.

2.21 SNAP

SNAP means Solano, Napa, and Partners.

2.22 SNAP Users Group

SNAP Users Group means the policy advisory group, comprised of the director of each of the SNAP partner libraries.

2.23 Software

Software means the machine-readable programs, routines, codes and other information provided by the vendor for use with the central CPU or other types of hardware.

2.24 Supplies

Supplies means the paper, ribbons, notice stock, envelopes, forms, barcode labels or other consumable items used in conjunction with operating or accessing the system.

2.25 System

System means the central site CPU, all telecommunications equipment, the license to use the software and machine-readable files created as a result of the use of the software.

2.26 Telecommunications equipment

Telecommunications equipment means the equipment needed to transmit and receive data over a distance from the central site CPU to any remote site. Equipment may be for digital or analog communication.

2.27 User input

User input means the method by which Solano Library solicits input from participating users when determining the rules under which the system shall be operated, the services that shall be provided and the way the libraries shall cooperate and share the system.

2.28 Vendor

Vendor means the provider of the integrated library system (ILS), including the license to use the software, hardware and system maintenance.

SECTION 3.0 TERM OF AGREEMENT

The initial term of this Agreement is twelve (12) months, beginning July 1, 2012 and ending June 30, 2013, and may not be terminated except under the provision of Section 19 Termination. Unless terminated by either party under Section 19 Termination, this Agreement continues from year to year after the expiration date for up to three (3) one-year renewal periods.

SECTION 4.0 OWNERSHIP

Solano has full title to the system, which is composed of the central site CPU and all telecommunications equipment. Solano and each participating user shall each independently own their own bibliographic, item and borrower records contained within the database to the extent that the system can identify these records. Title to all peripheral equipment purchased for use by Contractee shall be held by Contractee.

The system shall be used by Solano and all participating users. Solano and all participating users shall determine whether to provide similar services to other libraries. Such determination shall be made by an affirmative vote of the majority of the users. Any library provided such services shall be required to pay costs, as determined by the Cost Sharing Formula in Exhibit B which is attached and incorporated by this reference. If Solano provides automation services to other libraries, Solano will notify the participating users. Solano shall also require these other libraries to conform to the operating standards and the respective duties and responsibilities described in Exhibit A.

SECTION 5.0 USER INPUT

There are two methods of input for users of the system:

5.1 SNAP Users Group

The SNAP Users Group is composed of the library directors of Solano and the participating users. On those occasions when the director is not available to attend a meeting, s/he may designate a senior member of his or her staff to represent that library. Solano Library's Deputy Director of Support Services provides technical expertise and staff support to this group. The group is responsible for advising Solano on overall policy decisions regarding cost formula issues, issues of vendor compliance, system and software upgrades, future functional acquisitions, Operations Group recommendations and other major issues, including adding other libraries. Solano accepts advice from the Users Group and gives due consideration to said advice. Solano takes all due measure to make reasonable decisions that do not place an undue financial burden on participating users. The group meets on a fixed schedule determined by the group and on an as needed basis.

5.2 Operations Group

The Operations Group is composed of staff member(s) from Solano and the participating users and Solano's Deputy Director of Support Services. The group is responsible for advising Solano and the Users Group on decisions regarding operations and implementation for the various system modules.

SECTION 6.0 FUNCTIONALITY

Solano County and its Solano Library make the following automated modules available to Contractee and its Library:

- circulation control
- online public access catalog
- database management
- acquisitions
- online databases
- print management
- serials control
- other modules as available

The specific functionality of each of the above modules is defined by the vendor contract. The availability of all modules shall be contingent on the contract with the vendor and vendor performance. In the case of vendor non-performance, Contractee agrees that Solano shall hold the vendor responsible and Contractee agrees not to hold Solano responsible. Further, Contractee agrees to assist Solano to seek appropriate redress. However, this assistance shall not be construed to be a direct financial commitment.

SECTION 7.0 SERVICE AVAILABILITY

Solano, through its contracts for hardware and software maintenance, shall maintain the equipment to provide for minimal downtime, excluding communications lines. No liability shall be assumed by Solano if the system experiences downtime. The parties recognize that on occasion it may be necessary to temporarily suspend system availability because of operational or maintenance requirements. Solano agrees to provide Contractee with prior notice of system unavailability, except for unavoidable downtime with system failure, if it will affect library operations and/or business hours, and further agrees to make every effort to schedule maintenance when libraries are not open to the public. Such temporary suspension of system availability shall not be deemed an unreasonable prevention or postponement of system use by Contractee.

SECTION 8.0 MAINTENANCE

8.1 Hardware

Solano will contract for hardware maintenance service on behalf of Contractee and all participating users for all remote site equipment including telecommunications and peripheral equipment as well as central site equipment. Solano shall maintain an annual maintenance contract on all site equipment.

8.2 Software

Solano shall maintain a software maintenance contract at all times.

8.3 Communication Networks

Contractee recognizes that Solano does not control, therefore cannot warrant, the communication networks used to communicate data from a remote site to the central computer.

8.4 Interruptions of Service or Loss of Data

Solano will regularly duplicate all data maintained in the system database and store such duplicate copies of disks in a location physically apart from the site of the central system. There is the chance, however remote, that some or all of the data may be lost or destroyed. Solano does not warrant that such a data loss will not occur and Contractee agrees to hold Solano and its