MEETING NOTICE: There will be a Regular Meeting of the Blanchard /Santa Paula Library District Board of Trustees Tuesday, February 27, 2018, at 5:30 p.m. Blanchard Community Library, Hardison Room 119 N. 8th St., Santa Paula, CA 93060.

AGENDA

- A. CALL TO ORDER
- B. APPROVAL OF THE ORDER OF THE AGENDA
- C. PUBLIC COMMENT

Public comments are welcomed and encouraged. The President of the Board will acknowledge visitors wishing to speak on a topic not on the regular Board agenda. The Board is prohibited from taking action on any item not part of the printed agenda. When addressing the Library Board, please stand to be recognized by the Board President, state your full name and address, and direct your comments to the entire Library Board.

For members in the audience wishing to speak on an Agenda item, the President will announce the item and request the staff or a Board member to give a brief summary. The Board will have an opportunity to ask questions, following which the President will ask whether anyone else wishes to comment. Then the Board will discuss the item and take the appropriate action.

The Library Board of Trustees requests that speakers conduct themselves with civility and keep in mind the rights and well being of all members of the Santa Paula community.

D. CONSENT CALENDAR

- a. Approval of Minutes:
 - i. Special Meeting of January 3, 2018
 - ii. Regular Meeting of January 23, 2018

E. REPORTS

- a. Financial Reports
- b. Friends of the Library
- F. BOARD/ADMINISTRATION COMMENTS, CONCERNS, HANDOUT

G. OLD BUSINESS

a. Job Description for BEST Adult Learning Center Director (information, discussion, possible action)

b. Cap on Accrued Vacation Policy (information, discussion, possible action)

H. NEW BUSINESS

- a. 2018 Contract for District Director (information, discussion, possible action)
- b. Resolution to Levy Parcel Tax for 2018-19 (information, discussion, possible action)
- c. Resolution Requesting a Contrafund Advance for 2016-17 (information, discussion, possible action)
- d. Request for Consolidation of District Trustee Election with November 6, 2018, General Election (information, discussion, possible action)

I. REPORTS (CONTINUED)

- a. Literacy Services
- b. Public Services
- c. Volunteer Coordinator's Report
- d. District Director's Report
- e. Board Committees
 - i. Finance
 - ii. Human Resources
 - iii. Strategic Plan Teams
 - 1. Visioning/Strategic Plan
 - 2. Fundraising/Grants
 - 3. Volunteerism
 - 4. Community Connections
 - 5. Publicity/Public Relations
 - 6. Adult Programs
 - 7. Facilities
 - 8. Technology

J. FUTURE AGENDA ITEMS

K. UPCOMING MEETING DATES March 27, 2018

L. ADJOURNMENT

In compliance with the Ralph M. Brown Act and the Americans with Disabilities Act, if you need a disability-related modification, accommodation, or other special assistance to participate in this meeting, please contact Ned Branch, District Director of the Blanchard/Santa Paula Community Library, at 805-525-3615 x102. Notification 48 hours before the meeting will enable reasonable arrangements to be made.

REGULAR MEETING OF FEBRUARY 27, 2018 D. CONSENT CALENDAR

- Approval of the Minutes of the Special Meeting of January 3, 2018
 Approval of the Minutes of the Regular Meeting of January 23, 2018

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Spink						

MINUTES of the Special Meeting of the Blanchard/Santa Paula Library District Board of Trustees, Wednesday January 3, 2018

<u>CALL TO ORDER</u>---The Special Meeting was called to order at 5:09 PM by Board President Maureen Coughlin. Board members Laura Phillips, Tim Hicks, Nancy Nasalroad, and Linda Spink were in attendance. District Director Ned Branch was present.

<u>APPROVAL OF THE ORDER OF AGENDA</u>—The Order of the Agenda was unanimously approved (Hicks/Nasalroad, 5-0).

PUBLIC COMMENT ON NON-AGENDA ITEMS---None.

<u>ADJOURN REGULAR SESSION</u>---The Regular Session was adjourned to go into Closed Session at 5:10 PM for Public Employee Performance Evaluation Subject to Government Code Section 54957: Title – District Director. District Director Ned Branch left the meeting.

<u>THE REGULAR SESSION RESUMED</u> at 8:08 PM. There was no Report out of Closed Session.

<u>ADJOURNMENT</u>---There being no further business, the Special Meeting was adjourned unanimously at 8:08 PM (5-0).

Library Board Clerk
ATTEST:
District Director

MINUTES of the Regular Meeting of the Blanchard/Santa Paula Library District Board of Trustees, Tuesday, January 30, 2018

<u>CALL TO ORDER</u>—The Meeting was called to order at 5:35 PM by Board President Maureen Coughlin. Board members Laura Phillips, Tim Hicks, Nancy Nasalroad, and Linda Spink were in attendance, a quorum established. District Director Ned Branch and Steve McFadden, C.P.A. were present.

<u>APPROVAL OF THE ORDER OF AGENDA</u>---The Order of the Agenda was unanimously approved (Hicks/Nasalroad, 5-0).

PUBLIC COMMENT ON NON-AGENDA ITEMS---None.

<u>CONSENT CALENDAR</u>---The *Minutes* of the Regular Meeting of December 19, 2017, were unanimously approved (Hicks/Phillips, 5-0).

REPORTS— a. Steve McFadden presented the <u>Financial Statements and Budget</u>. The Financial statements were received and filed. Mr. McFadden departed after the report.

b. <u>Friends of the Library (FOL)</u>. Board member Phillips shared that 2/3/18 Saturday sale would have a half price special for red books and their plan to match donations to Library Building Fund up to \$300,000.

BOARD/ADMINISTRATION COMMENTS, CONCERNS, HANDOUTS—Discussed long term book check-outs and CSDA Ethics training.

<u>UNFINISHED BUSINESS</u>—Job Description for Family Literacy Coordinator, unanimously approved (Phillips/Hicks 5-0.)

NEW BUSINESS--- a. 2018 Board Committee Assignments. Finance: Phillips, Hicks. Human Resources: Hicks, Coughlin. Strategic Planning Teams. Visioning: Phillips, Coughlin. Fundraising/Grants: Phillips, Nasalroad. Volunteerism: Phillips, Nasalroad. Community Connections: All. Publicity/ Public Relations: Spink/Nasalroad. Adult Programs: Spink, Phillips. Facilities: Spink, Nasalroad. Technology: Ned Branch.

- b. <u>Appreciation for Don and Debbie Johnson</u> At special Chamber of Commerce Mixer on 2/7/18 at Palazzio, library director to give thanks for Don and Debbie's support (and Peggy Kelly's) of the library and present gifts.
- c. 2018 Board Meeting Calendar. Unanimously approved with correction (Hicks/Phillips 5-0.)

MINUTES of the Regular Meeting of the Blanchard/Santa Paula Library District Board of Trustees, Tuesday, January 30, 2018

d. Establish a Cap on Accrued Vacation Time. The Board reviewed previous policy, discussed others, then voted to table the item and directed the HR Committee put together a proposal (Hicks/Coughlin, 5-0.) **REPORTS CONT.** --- The Board received and reviewed reports from Literacy Services, Public Services, Volunteer Coordinator and District Director. Director's report included notification of new Adult Services Librarian Justin Formanek starting and RFID project to start in February. Board Committee Reports: Finance: no report. Human Resources: Board members Coughlin and Hicks set up meeting date of 2/13 at 5 PM to establish vacation accrual cap proposal. Strategic Plan Team Reports: Visioning/Strategic Plan: Board member Phillips presented draft Progress Update through Year 3 covering the 7 objectives and Success Measurement progress. The Board reviewed, and the report will be finalized, distributed and added to Strategic Plan binders. Fundraising/Grants: Board member Phillips presented more potential IMAGINE logos for the Building Fund. None were chosen and suggestions were made to have a staff member work on the logo. There were no other reports from Strategic Planning teams. FUTURE AGENDA ITEMS---The Board agreed to include the following in future Agendas: a. Library Director contract renewal renegotiation. b. HR accrued vacation cap. c. Revised job description for Literacy Director. **UPCOMING MEETING DATE**—The next Meeting will be on Tuesday, February 27, 2018, at 5:30 PM. ADJOURNMENT---There being no further business, the Regular Meeting was adjourned unanimously at 8:11 PM. Library Board Clerk ATTEST:

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District Director

REGULAR MEETING OF FEBRUARY 27, 2018 E(a).REPORTS: FINANCIAL REPORTS

1. Receive and file January 2018 financial reports

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Spink						

BLANCHARD COMMUNITY LIBRARY FINANCIAL STATEMENTS and Supplementary Schedules

January 31, 2018

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STEPHEN F MCFADDEN CERTIFIED PUBLIC ACCOUNTANT 915 EAST MAIN STREET SUITE E-1 SANTA PAULA CA 93060 TELEPHONE 805-525-4494 FACSIMILE 888-881-3210

ACCOUNTANTS COMPILATION REPORT

Board of Directors
Blanchard Community Library
Santa Paula CA

MANAGEMENTS RESPONSIBILITIES

Management is responsible for the preparation and fair presentation of the accompanying interim financial statements which comprise the statement of assets, liabilities and fund balance and the related statements of revenues and epenses for the period ended January 31, 2018 in accordance with the modified accrual basis of accounting and for determining that the modified accrual basis of accounting is an acceptable framework. Management is also responsible for desiging, maintaining and implementing internal control relevant to the financial statements.

MY RESPONSIBILITY

My responsibility is to conduct the compilation in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

I have compiled the accompanying interim statement of assets, liabilities and fund balance, statement of revenue and expense as of January 31, 2018 and for the period then ended. I have not audited or reviewed the accompanying financial statements, and accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with modified accrual basis of accounting.

Management has elected to omit all of the disclosures ordinarily included in financial statements prepared in accordance with the modified basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the library's revenues, expenses and fund balances. Accordingly the financial statements are not designed for those who are not informed about such matters.

The supplementary schedules are not required as part of the financial statements. The supplementary schedules are included for additional analysis and clarity. I have compiled the supplementary schedules.

Stephen F. McFadden CPA February 15, 2018

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCE

January 31, 2018

ASSETS

CURRENT ASSETS CASH RESTRICTED CASH	\$ 1,369,679 268,556
PREPAID EXPENSES TOTAL CURRENT ASSETS	5,693 1,643,928
FIXED ASSETS NET OF ACCUMULATED DEPRECIATION	564,628
TOTAL ASSETS	\$ 2,208,556
LIABILITIES AND FUND BALANCES	
ACCOUNTS PAYABLE \$ 1,705 ACCRUED PAYROLL EXPENSE 29,429 TOTAL LIABILITIES	\$ 31,134
FUND BALANCES	
GENERAL FUND 1,344,238 FIXED ASSET FUND 564,628 RESTRICTED FUNDS 268,556	
TOTAL FUND BALANCE	2,177,422
TOTAL LIABILITIES AND FUND BALANCE	\$ 2,208,556

COMPARATIVE STATEMENT OF REVENUE AND EXPENSES

FOR THE MONTH AND PERIOD ENDED JANUARY 31, 2018

			JA	NUARY		П			YEAR	TO DATE	
		MONTH ACTUAL		MONTH BUDGET	VARIANCE		YT	D ACTUAL	YT	D BUDGET	VARIANCE
REVENUE PROPERTY TAX	\$	5,952	\$	2,626			\$	571,984	\$	525,908	8.8%
LIBRARY OPERATIONS	,	1,122		417	169.06%			7,319		2,917	150.9%
DONATIONS		1,158		2,083	-44.41%			46,972		14,583	222.1%
CLLS LITERACY	\$	8,232	\$	8,000 13,126	-37.3%		\$	23,000 649,275	\$	26,000 569,408	14.0%
EXPENSES PERSONNEL	\$	44,178	\$	49,579	-10.9%		\$	306,309	\$	319,393	-4.1%
ADMINISTRATIVE		2,892		4,779	-39.5%			31,023		39,954	-22.4%
FACILITIES		4,372		4,704	-7.1%			35,426		32,929	7.6%
OPERATIONS	_	19,483		21,628	-9.9%			85,222	_	96,393	-11.6%
NET INCOME (LOSS)	\$	70,925 (62,693)	\$	80,690 (67,564)	-12.1% -7.2%	ŀ	\$	457,980 191,295	\$	488,669 80,739	-6.3% 136.9%
NON BUDGETED INCOME (EXPENSES) REIMBURSEMENT DIF INVESTMENT INTEREST				1,667				2,720 4,383		11,667	
NET AFTER NON BUDGETED ITEMS	\$	(62,693)	\$	(65,897)	-4.9%		\$	198,398	\$	92,406	114.7%

SUPPLEMENTARY SCHEDULES

SCHEDULE OF CASH BALANCES

January 31, 2018

COUNTY	\$ 952,775	
SANTA PAULA CITY	184,160	1
BUILDING FUND	41,500	1
BLAKE	35,668	1
LITERACY	7,228	1
BOOK TRUST	36,997	
WELLS FARGO	362,314	
OTHERS	 17,593	
TOTAL CASH	\$ 1,638,235	
restricted	268,556	
unrestricted	1,369,679	

BLANCHARD COMMUNITY LIBRARY COMPARATIVE STATEMENT OF REVENUE AND EXPENSE

FOR THE PERIOD ENDED

		1/31/17		1/31/18	YTD BUDGET		NNUAL
REVENUE PROPERTY TAX	\$	544,867	\$	571,984	\$ 523,282	\$	740,132
LIBRARY OPERATIONS		11,264		7,319	2,500		5,000
DONATIONS		21,308		46,972	12,500		45,000
	20054	34,040		23,000	18,000		27,000
CLLS LITEI TOTAL REVENU	39954 37037 \$	611,479	-\$	649,275	\$ 556,282	\$	817,132
TOTAL NEVENO	2917	011,475	Ψ	043,273	ψ 000,202	Ψ	017,102
EXPENSES							
PERSONNEL							
WAGES		210,374		220,565	227,320		407,333
RETIREMENT		43,395		31,791	32,096		56,141
HEALTH INSURAL	NCE	35,274		32,230	39,816		68,250
PAYROLL TAX EMPLOYEE BENE	ECIT	19,293 849		20,952 771	19,174 987		33,866 1,692
EIVIPLOTEE BEINE		309,185	-	306,309	319,393		567,282
ADMINISTRATIVE		505,105		000,000	010,000		007,202
ADVERTISING					146		250
BANK CHARGES		238		210	233		400
COMPUTER NET	WORK			1,178			
INSURANCE		4,910		5,771	5,046		8,650
OFFICE EXPENSI	E	3,262		3,444	2,917		5,000
TELEPHONE		2,113		2,088	2,333		4,000
POSTAGE		408		477	204		350
PRINTING	FFFC	1,127		468	1,575 26,333		2,700 38,000
PROFESSIONAL I STAFF DEVELOP		20,154 1,289		17,340 47	1,167		2,000
STAIT DEVELOP		33,501	-	31,023	39,954		61,350
FACILITIES		00,001		0.,020			- 1,
BUILDING MAINT	ENANCE	7,108		10,984	8,202		14,000
JANITORIAL		4,690		4,020	4,725		8,100
UTILITIES		19,340		20,422	20,002		34,350
		31,138		35,426	32,929		56,450
OPERATIONS	DIC	47 474		42 704	45,000		60,000
LIBRARY NETWO PUBLICITY	rk.	47,471 7,762		43,701 2,964	7,000		12,000
MEMBERSHIPS		3,319		4,431	1,750		3,000
ACQUISITIONS		10,013		19,524	19,583		30,000
PROGRAMS		8,358		10,452	17,634		30,230
COMPUTER SER	VICE			9	2,800		4,800
BOOK BINDING		308		582	1,167		2,000
ADVERTISING		1,280		1,228			
TRAVEL		892		2,331	1,459		2,500
		79,403		85,222	96,393		144,530
TOTAL EXPENSES		453,227		457,980	488,669	•	829,612
NET INCOME(LOSS) NON BUDGETED INCOME (EXPEN	\$	158,252	_\$_	191,295	\$ 67,613	\$	(12,480)
REIMBURSEMENT DIF	NJEJ	12,693		2,720	11,667		20,000
INVESTMENT INTEREST		555	.**	4,383	11,007		_5,000
NET AFTER NON BUDGETED ITE	MS \$	171,500	-\$	198,398	\$ 79,280	\$	7,520

SCHEDULE OF ACCOUNTS PAYABLE

January 31, 2018

Due to Friends of the Library Credit Card 544

1,161

Total

\$ 1,705

CITY FUNDS TRANSACTION

			BALANCE
	June 30, 2016		\$ 175,133.01
	TRANSACTIONS		
	INTEREST	276.73	
	INTEREST	249.90	
	INTEREST	258.06	
	MR 6847	2,014.00	
	MR 6891	2,014.00	
	MR 6921	4,028.00	
	MR 6940	4,028.00	
	MR 7181	2,014.00	
	MR 7187	2,014.00	
3.06.17	CHECK	(4,310.97)	
6.26.17	CHECK	(2,691.96)	
7.17.17	CHECK	(96.00)	
4.15.17	INTEREST	324.37	
7.15.17	INTEREST	382.03	
8.14.17	MR 7308	2,014.00	
12.11.17	CHECK	(3,491.15)	
	TOTAL		9,027.01
	BALANCE AT 12.31.1	17	

10:12 AM 02/26/18

Blanchard/Santa Paula Library District Monthly Deposit Detail January 2018

Туре	Date	Name	Account	Amount
Deposit	01/03/2018		1020.10 · Book Trust Account-Unrestricted	71.00
			Fines $2510 \cdot \text{Due to Friends of the Library (Money r}$ Over/Short	-47.50 -8.50 -15.00
TOTAL			_	-71.00
Deposit	01/08/2018		1020.10 · Book Trust Account-Unrestricted	857.78
Sales Receipt	01/08/2018	Santa Paula Chamber of Commerce Kerry P. Slattery Beatrice & Julia Huerta CR Trust	Promotion & Public Relations California Room 1499.10 · Undeposited Funds	-175.28 -25.00 -657.50
TOTAL				-857.78
Check	01/08/2018	Void	1020.10 · Book Trust Account-Unrestricted	0.00
TOTAL				0.00
Deposit	01/11/2018		1020.10 · Book Trust Account-Unrestricted	433.55
		•	Printing & Copying	-433.55
TOTAL				-433.55
Deposit	01/11/2018		1020.10 · Book Trust Account-Unrestricted	31.00
			Fines 2510 · Due to Friends of the Library (Money r	-28.00 -3.00
TOTAL				-31.00
Deposit	01/22/2018		1020.10 · Book Trust Account-Unrestricted	218.23
TOTAL		Black Gold Cooperative Library System	Fines _	-218.23
TOTAL				-218.23
Deposit	01/24/2018		1020.10 · Book Trust Account-Unrestricted	125.50
			Fines 2510 · Due to Friends of the Library (Money r	-123.00 -2.50
TOTAL				-125.50
Deposit	01/24/2018		1020.10 · Book Trust Account-Unrestricted	182.70
			Fines 2510 · Due to Friends of the Library (Money r Over/Short	-177.71 -6.00 1.01
TOTAL			_	-182.70
Deposit	01/29/2018		1020.10 · Book Trust Account-Unrestricted	500.00
Sales Receipt	01/29/2018	Carolyn L Tulberg:Shirley Boetius	1499.10 · Undeposited Funds	-500.00
TOTAL				-500.00
Deposit	01/29/2018		1020.10 · Book Trust Account-Unrestricted	203.00
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Blanchard/Santa Paula Library District Monthly Deposit Detail January 2018

Туре	Date	Name	Account	Amount
			Fines 2510 · Due to Friends of the Library (Money r Donations	-199.00 -3.50 -0.50
TOTAL				-203.00

Туре	Num	Date	Name	Account	Paid Amount
Check		01/31/2018		1020 · Book Trust Account	
				Bank Charges	-3.00
TOTAL					-3.00
Check	EFT	01/02/2018	Blanchard Community Library	1020.10 · Book Trust Account-Unrestricted	
				1011.10 · Checking - Payroll (Checking Account	-14,250.00
TOTAL					-14,250.00
Check	EFT	01/16/2018	Calif. Public Employees' Retirement Sy	1020.10 · Book Trust Account-Unrestricted	
				PERS Group Health Insurance	-4,545.24
TOTAL					-4,545.24
Check	EFT	01/16/2018	Blanchard Community Library	1020.10 · Book Trust Account-Unrestricted	
				1011.10 · Checking - Payroll (Checking Account	-16,500.00
TOTAL					-16,500.00
Check	EFT	01/25/2018	Calif. Public Employees' Retirement Sy	1020.10 · Book Trust Account-Unrestricted	
				PERS Retirement (Contribution Account - Retire	-43.57
TOTAL				•	-43.57
Check	EFT	01/25/2018	Calif. Public Employees' Retirement Sy	1020.10 · Book Trust Account-Unrestricted	
				PERS Retirement (Contribution Account - Retire	-3,045.03
TOTAL					-3,045.03
Check	EFT	01/25/2018	Calif. Public Employees' Retirement Sy	1020.10 · Book Trust Account-Unrestricted	
				CALPERS (Payee Account - Employee Deductions)	-720.38
TOTAL					-720.38
Check	EFT	01/25/2018	Calif. Public Employees' Retirement Sy	1020.10 · Book Trust Account-Unrestricted	
				CALPERS (Payee Account - Employee Deductions)	-395.09
TOTAL					-395.09
Check	EFT	01/30/2018	Blanchard Community Library	1020.10 · Book Trust Account-Unrestricted	
				1011.10 · Checking - Payroll (Checking Account	-16,500.00
TOTAL					-16,500.00
Check	11117	01/02/2018	Neopost	1020.10 · Book Trust Account-Unrestricted	
TOTAL					0.00
Check	11118	01/02/2018	Anita M. McLaughlin	1020.10 · Book Trust Account-Unrestricted	
Oncok	11110	01/02/2010	Anta in mozaagiini	Travel	-34.24
TOTAL					-34.24
Check	11119	01/02/2018	Los Angeles Times	1020.10 · Book Trust Account-Unrestricted	
OHECK	11113	0 1/02/20 10	Eve Angelee Hilles	Periodicals	-103.73
TOTAL				. 53416416	-103.73

Туре	Num	Date	Name	Account	Paid Amount
Check	11120	01/02/2018	Neopost	1020.10 · Book Trust Account-Unrestricted	
				Postage	-50.00
TOTAL					-50.00
Check	11121	01/02/2018	Amazon Capital Services	1020.10 · Book Trust Account-Unrestricted	
				Books	-13.21
				Books Books	-186.45 -533.67
				Books Books	-17.88 -18.99
				Books	-56.60
TOTAL				Books	-120.45
TOTAL					-947.25
Check	11122	01/02/2018	Alexandra Luna	1020.10 · Book Trust Account-Unrestricted	
				Fines	-33.75
TOTAL					-33.75
Check	11123	01/02/2018	Dion Anderson	1020.10 · Book Trust Account-Unrestricted	
				Fines	-36.00
TOTAL					-36.00
Check	11124	01/08/2018	Joseph Stack	1020.10 · Book Trust Account-Unrestricted	
				Fines	-32.00
TOTAL					-32.00
Check	11125	01/08/2018	City of Santa Paula (067000-00)	1020.10 · Book Trust Account-Unrestricted	
				Water and Sewer	-479.21
TOTAL					-479.21
Check	11126	01/08/2018	Void	1020.10 · Book Trust Account-Unrestricted	
TOTAL					0.00
Check	11127	01/08/2018	City of Santa Paula (067500-00)	1020.10 · Book Trust Account-Unrestricted	
				Water and Sewer	-71.53
TOTAL					-71.53
Check	11128	01/08/2018	Unique Management Services, Inc.	1020.10 · Book Trust Account-Unrestricted	
				Collection Services	-161.10
TOTAL					-161.10
Check	11129	01/08/2018	Draganchuk	1020.10 · Book Trust Account-Unrestricted	
				Security	-371.70
TOTAL					-371.70
Check	11130	01/08/2018	Coleman Landscape	1020.10 · Book Trust Account-Unrestricted	
				Grounds Maintenance	-305.00
TOTAL					-305.00

Туре	Num	Date	Name	Account	Paid Amount
Check	11131	01/08/2018	Nancy Kierstyn Schreiner	1020.10 · Book Trust Account-Unrestricted	
				Legal Fees (Outside (non-employee) legal services)	-225.00
TOTAL					-225.00
Check	11132	01/08/2018	Sparkletts	1020.10 · Book Trust Account-Unrestricted	
				Office Supplies	-78.52
TOTAL					-78.52
Bill Pmt -C	11133	01/08/2018	Ned Branch	1020.10 · Book Trust Account-Unrestricted	
Bill		01/01/2018		PERS Group Health Insurance	-325.76
TOTAL					-325.76
Check	11134	01/16/2018	Amazon Capital Services	1020.10 · Book Trust Account-Unrestricted	
				Books	-120.46
TOTAL				Books -	-10.90 -131.36
701712					101.00
Check	11135	01/16/2018	Anderson Kulwiec Appleby	1020.10 · Book Trust Account-Unrestricted	
TOTAL				1070.10 · Construction In Process	-1,500.00
TOTAL					-1,500.00
Check	11136	01/16/2018	Athens Enviromental	1020.10 · Book Trust Account-Unrestricted	
				Trash	-172.46
TOTAL					-172.46
Check	11137	01/16/2018	Western Exterminator Company	1020.10 · Book Trust Account-Unrestricted	
				Pest Control	-100.00
TOTAL					-100.00
Check	11138	01/16/2018	Lucinda Anderson	1020.10 · Book Trust Account-Unrestricted	
				Promotion & Public Relations	-650.00
				Promotion & Public Relations Promotion & Public Relations	-43.00 -4.20
TOTAL					-697.20
Check	11139	01/16/2018	Commercial Business Intelligence, Inc	1020.10 ⋅ Book Trust Account-Unrestricted	
				Human Resources (Legal and professional fees)	-35.00
TOTAL					-35.00
Check	11140	01/16/2018	Kelly Cleaning & Supplies	1020.10 · Book Trust Account-Unrestricted	
				Janitorial Services & Supplies	-670.00
TOTAL					-670.00
Check	11141	01/16/2018	Infiniity Electric	1020.10 · Book Trust Account-Unrestricted	
				Building Maintenance	-870.00
TOTAL					-870.00
Check	11142	01/16/2018	SoCalGas	1020.10 · Book Trust Account-Unrestricted	
OHECK	11144	01/10/2010	GodalGas	1020. TO 1 DOOK Trust Account-Office Unicity	

Type	Num	Date	Name	Account	Paid Amount
				Gas	-117.38
TOTAL					-117.38
Check	11143	01/16/2018	Sandra Paniagua	1020.10 · Book Trust Account-Unrestricted	
				Fines	-23.75
TOTAL					-23.75
Check	11144	01/22/2018	Michelle E. Magee	1020.10 · Book Trust Account-Unrestricted	
				Fines	-20.00
TOTAL					-20.00
Check	11145	01/22/2018	Amazon Capital Services	1020.10 · Book Trust Account-Unrestricted	
				Books Books	-38.98 -101.50
				Children's Programs Children's Programs	-4.32 -23.78
				Children's Programs	-35.32
TOTAL					-203.90
Check	11146	01/22/2018	Carrie McAuliffe	1020.10 · Book Trust Account-Unrestricted	
				Promotion & Public Relations	-229.16
TOTAL					-229.16
Check	11147	01/22/2018	Stephen McFadden CPA	1020.10 · Book Trust Account-Unrestricted	
				Accounting Fees (Outside (non-employee) accou	-863.00
TOTAL					-863.00
Check	11148	01/22/2018	Black Gold Cooperative	1020.10 · Book Trust Account-Unrestricted	
				Network Services Memberships & Dues	-14,078.00 -1,215.52
TOTAL					-15,293.52
Check	11149	01/22/2018	Frontier Communications	1020.10 ⋅ Book Trust Account-Unrestricted	
				Telephone Expense	-293.98
TOTAL					-293.98
Check	11150	01/29/2018	Xavier Montes.	1020.10 · Book Trust Account-Unrestricted	
				Promotion & Public Relations	-50.00
TOTAL					-50.00
Check	11151	01/29/2018	Southern California Edison	1020.10 · Book Trust Account-Unrestricted	
				Electricity	-1,202.83
TOTAL					-1,202.83
Check	11152	01/29/2018	SDRMA	1020.10 · Book Trust Account-Unrestricted	
				Insurance	-9.33
TOTAL					-9.33
Check	11153	01/29/2018	Ned Branch	1020.10 · Book Trust Account-Unrestricted	

10:09 AM 02/26/18

Blanchard/Santa Paula Library District Check Detail

Туре	Num	Date	Name	Account	Paid Amount
				Travel	-144.58
TOTAL					-144.58
Check	11154	01/29/2018	Neopost	1020.10 · Book Trust Account-Unrestricted	
				Postage	-50.00
TOTAL					-50.00
Check	11155	01/29/2018	Business Card	1020.10 · Book Trust Account-Unrestricted	
				Bank of America Platinum Plus	-1,397.60
TOTAL					-1,397.60
Check	11156	01/29/2018	Santa Paula Chamber of Commerce	1020.10 · Book Trust Account-Unrestricted	
				Memberships & Dues	-150.00
TOTAL					-150.00

REGULAR MEETING OF FEBRUARY 27, 2018

F. BOARD/ADMINISTRATION COMMENTS, CONCERNS, HANDOUTS

REGULAR MEETING OF FEBRUARY 27, 2018 G(a). JOB DESCRIPTION FOR FAMILY LITERACY COORDINATOR

As the English as a Second Language programs have expanded in number and scope, the job of coordinating the elements of the programs has been undertaken by Olivia Molina, the Office Assistant for the Literacy Program. In order to more accurately reflect her duties, Wendy Batstone, Literacy Programs Coordinator, has drafted the attached job description .

RECOMMENDATION: Staff recommends that the Board approve the attached job description for Family Literacy Coordinator.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Spink						



Blanchard / Santa Paula Library District

BEST Adult Learning Center Director

FLSA Category: non-exempt	Reports to: District Director
Rev Date:	Approved by:

Job Summary:

- Oversee the BEST Adult Learning Center at Blanchard Community Library, including Adult English, GED, Job Skills tutoring, and family literacy. These services will be presented both with one-on-one tutoring and in small groups.
- Coordinate, develop, and publicly represent these programs.
- The BEST programs serve both U.S.-born adults who struggle with reading/writing, as well as foreign-born adults who need help with English as a Second Language (ESL).

Supervision:

- Coordinator answers to the District Director.
- Coordinator will supervise the program's office workers, volunteer tutors, and learners.

Should have knowledge of:

- Adult education, literacy theory, tutoring methods and techniques
- Operative services and activities of an adult literacy program
- Principles of supervision, training, and performance evaluation
- Principles of budget preparation and administration
- Fund-raising strategies and grant-writing techniques
- Modern office practices and equipment

Should be able to:

- Work with people from diverse social, economic and racial backgrounds
- Work a flexible schedule of hours and days

Education:

B.A. in Education, English, or other Social Science field

Experience:

- Three years of mentoring or teaching experience
- One year coordinating a community program with similar competencies

Duties and Responsibilities:

- Coordinate public relation strategies, <u>using all means possible</u> to attract learners and tutors to the program
- Recruit and train volunteer tutors to teach in the program
- Provide ongoing support to the tutors as they refine their teaching skills. Conduct periodic "in-service" training for tutors.
- Screen potential learners for BEST Adult Learning Center, assessing skills in reading, writing and speaking English.
- Assign trained tutors to work one-on-one with appropriate learners or small groups
- Identify and purchase curriculum and materials appropriate for the program, including books, online programs, and other resources
- Prepare and administer the literacy program budget under the direction of the District
 Director
- Search out funding sources to maintain and expand the program
- Reach out to members of the Santa Paula community, building support for and awareness of the program, one-on-one, visiting community groups, hosting events
- Coordinate with other Adult Education programs in our area.
- Provide a welcoming, affirming environment for all fellow-workers, tutors and learners
- Maintain good communication with other staff members. Keep monthly calendar updated
- Submit monthly reports of activities and statistics to the Board of Trustees and the District Director
- Other duties as assigned.

Work Environment:

The work environment is indoors with high ceilings, is air conditioned and heated, and is illuminated with fluorescent lighting.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer as the needs of the employer and requirements of the job change.

(Adopted by the Board of Trustees of the Blanchard/Santa Paula Library District on XXXX, 2018. Prior job descriptions repealed.)

REGULAR MEETING OF FEBRUARY 27, 2018 G(b): ESTABLISH A CAP ON ACCRUED VACATION TIME

One of the drafts of the Employee Handbook that was considered by the Human Resources Committee in 2016 contained a provision that would cap the amount of vacation time an employee would be allowed to accrue. Since the issue needed research and further discussion and the Board needed to finalize a revised handbook quickly, the committee recommended retention of the current vacation policy but with the intention to consider the matter further at a later date.

RECOMMENDATION: None

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Spink						

REGULAR MEETING OF FEBRUARY 27, 2018 H(a). NEW BUSINESS: 2018 CONTRACT WITH DISTRICT DIRECTOR

The Board President met with the Interim Director regarding a new contract for 2016. The proposed new contract includes an increase in base salary from \$90,000 per annum to \$95,000 per annum and the health insurance reimbursement has been modified so that it will be the lesser of \$565.33 or the actual out-of-pocket cost.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Spink						

EMPLOYMENT AND CONFIDENTIALITY AGREEMENT Blanchard Community Library Director

This Employment and Confidentiality Agreement (the "Agreement"), dated effective January 1, 2018, is made and entered into between Blanchard/Santa Paula Public Library District ("Blanchard"), and Miles "Ned" Edward Branch ("Mr. Branch").

Recitals

Whereas Blanchard (also referred to as the "Blanchard Community Library") is a California public library district, validly existing by virtue of the provisions of Chapter 279 of the laws of the State of California, and exercising the powers and authority and assuming the responsibilities delegated to it under said statute and Section 18449 of the Education Code, with its corporate offices located at 119 North 8th Street, Santa Paula, CA 93060-2709; and

Whereas Blanchard desires to avail itself of the skill, knowledge and experience of Mr. Branch in order to insure the successful management and operation of its business.

Now, therefore, in consideration of the above-referenced recitals, which are incorporated herein as set forth in full, and the representations, warranties, mutual covenants, promises, terms and conditions set forth in this Agreement, the following terms and conditions shall apply to Mr. Branch's said employment effective as of January 1, 2018, (the "Effective Date"):

1. ARTICLE I-EMPLOYMENT AND TERM

- 1.1 <u>Employment</u>. Blanchard shall employ Mr. Branch and Mr. Branch accepts such employment, in accordance with the terms and conditions set forth in this Agreement.
- 1.2 <u>Term.</u> The term of employment under this Agreement ("Term") shall commence on the Effective Date and is effective for a period of twelve (12) months (through December 31, 2018). The Term is subject to early termination as provided in Article 4 of this Agreement. Upon expiration of the Term, the Agreement shall remain in effect on a month-to-month basis unless terminated by either Blanchard or Mr. Branch pursuant to the termination requirements of Article 4, set forth herein.

2. ARTICLE 2-DUTIES OF THE EXECUTIVE

- 2.1 <u>Powers</u>. Mr. Branch shall be empowered by and at all times subject to the powers by law vested in the Board of Trustees of Blanchard. Mr. Branch shall report directly to the President of the Board of Trustees of Blanchard.
- 2.2 <u>Duties</u>. Mr. Branch shall have direct responsibility for the management of Blanchard Community Library. Mr. Branch agrees to render services and perform the duties and acts of the Director of Blanchard in connection with any aspect of Blanchard's business as may be required by the President and Board of Trustees. Mr. Branch shall perform such other duties with Blanchard as may be reasonably assigned to Mr. Branch by the President and Board of

Blanchard which are not inconsistent with the provisions of this Agreement. Mr. Branch shall perform these duties faithfully, diligently, to the best of Mr. Branch's ability and in the best interests of Blanchard, consistent with the highest standards and in compliance with all applicable laws, rules, regulations, and policies applicable to Blanchard, including, but not limited to, Blanchard's Articles of Incorporation and Bylaws.

- 2.3 <u>Conflict of Interests</u>. Mr. Branch shall not directly or indirectly render any services of a business, commercial or professional nature, to any other person, firm or corporation, whether for compensation or otherwise, which are in conflict with Blanchard's interests. Further, Mr. Branch shall not engage in any activity that would impair Mr. Branch's ability to act and exercise independent judgment in the best interests of Blanchard.
- 2.4 Exclusive Services. During employment by Blanchard, Mr. Branch shall not engage, directly or indirectly, in any outside employment or consulting which may materially interfere with the services required under this agreement. Mr. Branch may provide services to clients if such services will not detract from the duties he owes to Blanchard pursuant to this agreement.
- 2.5 <u>Indemnification for Negligence or Misconduct</u>, Mr. Branch shall defend, indemnify and hold Blanchard harmless from all liability for loss, damage, or injury to persons or property resulting from the negligence or misconduct of Mr. Branch.

3. ARTICLE 3-COMPENSATION

As the total consideration for the services that Mr. Branch renders under this Agreement, Mr. Branch shall be entitled to the following:

- 3.1 <u>Base Salary.</u> Blanchard shall pay Mr. Branch a base salary of Seven Thousand Nine Hundred Sixteen Dollars and sixty-seven cents per month (\$95,000.00 per year), less income tax and other applicable withholdings. Base salary shall be paid in accordance with Blanchard's regular payroll practices. Increases, if any, shall be provided at the sole discretion of the President and Board of Trustees based upon performance.
- 3.2 <u>Retirement.</u> Mr. Branch shall continue to be enrolled in the CalPERS Retirement System program in effect for new participants as of January 1, 2014, for which Blanchard shall pay the employer contribution specified in its contract with CalPERS during the term of Mr. Branch's employment.
- 3.3 <u>Reimbursement for Health Insurance</u>. Mr. Branch will receive a monthly payment not to exceed Five Hundred Sixty-Five Dollars and thirty-three cents (\$565.33) but in no case greater than his actual out-of-pocket cost as reimbursement for his health insurance premiums.

- 3.4 <u>Vacation</u>. Mr. Branch shall be eligible for three weeks of paid vacation annually and sick time in accordance with adopted personnel policies now in effect or as modified in the future. Accumulation of vacation and sick leave shall be subject to the limits specified in personnel policies presently in effect or as modified in the future.
- 3.5 <u>Administrative Time Off, Sick Leave and Holiday Pay.</u> Mr. Branch shall be eligible for administrative time off, sick leave and holiday pay in accordance with adopted personnel policies presently in effect or as modified in the future.
- 3.6 <u>Reimbursement for Expenses</u>. Blanchard shall reimburse Mr. Branch for any and all reasonable business expenses incurred by Mr. Branch on behalf of Blanchard in the performance of this Agreement, and approved expenditures to be determined by the President ("Business Expenses"). A reimbursable Business Expense shall be of a nature qualifying it as a proper business expense deduction on the federal and state income tax returns of Blanchard. Mr. Branch must be able to furnish adequate records and other documentary evidence as may be required by Federal and State statutes. Automobile mileage shall be reimbursed at the rate according to current IRS regulations (currently \$0.54 per mile).
 - 3.7 Severance. Blanchard does not offer severance benefits of any kind.

4. ARTICLE 4-TERMINATION

Mr. Branch's employment with Blanchard shall be terminated only as set forth in this Article:

- 4.1 Termination for Cause. Termination for Cause shall mean termination because of Mr. Branch's fraud in securing this Agreement, incompetence, inefficiency, inexcusable neglect, insubordination, personal dishonesty, willful misconduct, any breach of fiduciary duty involving personal profit, habitual neglect of duties, intentional failure to perform stated duties, inability to perform stated duties, willful violation of any law, rule or regulation order or material breach of any employment policy of Blanchard or any material breach of any provision of this Agreement. Written notice delivered to Mr. Branch is a prerequisite to Termination for Cause and such termination shall be effective on the delivery date of the written notice. Mr. Branch shall have the right to receive compensation which has already been earned as of the date of notice of Termination for Cause. Mr. Branch shall receive no other compensation or severance pay in the event of Termination for Cause.
- 4.2 <u>Termination By Mr. Branch's Death</u>. If Mr. Branch's employment is terminated as a result of Mr. Branch's death, Blanchard shall pay to Mr. Branch, his beneficiary or beneficiaries or Mr. Branch's estate, as the case may be, the base salary earned but unpaid through the Termination Date, which shall be the date of death. If Mr. Branch's employment is terminated by Blanchard pursuant to this Section, such termination shall be with cause, as defined in Section 4.1, Termination With Cause, and Mr. Branch's rights shall be subject to the provisions thereof.

- 4.3 <u>Termination Without Good Cause.</u> Upon written notice to Mr. Branch, pursuant to Section 8.4 of this Agreement, Blanchard may terminate Mr. Branch's employment, without good cause at any time. Upon said termination, pursuant to this Section 4.3, Blanchard is relieved of any and all obligations set forth herein as of the effective date of this notice.
- 4.4 Termination by Mr. Branch. Mr. Branch may terminate his obligations under this Agreement by giving Blanchard at least 30 days written notice in advance. Notice will be sufficient if given in accordance with paragraph 8.4 of this Agreement.

5. ARTICLE 5-CONFIDENTIALITY AND NON-SOLICITATION

- 5.1 Confidentiality and Trade Secrets. Mr. Branch acknowledges that, in the course of employment with Blanchard, Mr. Branch will acquire information about Blanchard's customers, terms and conditions of Blanchard's transactions, research materials, manuals, computer programs, formulas, techniques, data, technical information, lists of asset sources, the processes and practices of Blanchard, information contained in electronic or computer files, financial information, salary and wage information, and other information that is designated by Blanchard as confidential or that Mr. Branch knows or should know is confidential information provided by third parties and that Blanchard is obligated to keep confidential as well as other proprietary information of Blanchard ("Confidential Information"). Mr. Branch acknowledges that all Confidential Information is and shall continue to be the exclusive property of Blanchard. Mr. Branch agrees not to disclose any Confidential Information, either during the Term or thereafter, directly or indirectly, under any circumstances or by any means, to any third person or party without the prior written consent of Blanchard.
- 5.2 Non-Solicitation. Except as permitted by the prior written consent of the President and CEO of Blanchard, during the period of one (1) year after the termination date, Mr. Branch shall not, utilizing unfair business practices, directly or indirectly solicit for employment or for independent contractor work from any employee of Blanchard, and shall not encourage any such employee to leave the employment of Blanchard.

6. ARTICLE 6--BLANCHARD'S OWNERSHIP IN MR. BRANCH'S WORK

- 6.1 <u>Blanchard's Ownership.</u> Mr. Branch agrees that all inventions, discoveries, improvements; trade secrets, formulas, techniques, processes, and know-how, whether or not patentable, and whether or not reduced to practice, that are conceived or developed during Mr. Branch's employment with Blanchard, either alone or jointly with others, or relating to Blanchard or to Blanchard's industry ("Blanchard's Work"), and any written record that Mr. Branch may maintain of Blanchard's Work, shall be owned exclusively by Blanchard. Mr. Branch hereby assigns to Blanchard, all of Mr. Branch's right, title, and interest, if any, in such intellectual property defined as Blanchard's Work. Mr. Branch shall furnish to Blanchard any and all such records pertaining to Blanchard's Work, immediately upon request.
- 6.2 <u>Return of Blanchard's Property and Materials.</u> Upon termination of employment with Blanchard, Mr. Branch shall deliver to Blanchard all Blanchard property and materials that are in Mr. Branch's possession or control, including Blanchard's Work, within five (5) calendar days.

6.3 <u>Computer.</u> Mr. Branch will be provided a computer for exclusive use for library business. No personal use of this computer is permitted.

7. ARTICLE 7-DISPUTE RESOLUTION AGREEMENT

- 7.1 In the event of any dispute, claim or controversy between Blanchard and Mr. Branch, both parties agree to initially submit such dispute, claim or controversy to nonbinding mediation, by a mediator mutually agreed upon by Blanchard and Mr. Branch within ten (10) calendars days of the request for mediation. If the parties cannot agree to a mutual mediator within the above-referenced time period one shall be appoint by JAMS. The disputes, claims and controversies to be submitted to mediation include, but are not limited to, claims arising from the California Constitution; Title VII of the Civil Rights Act of 1964 (42 USC §2000e); the California Fair Employment and Housing Act (Cal.Govt. Code §12900 et seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act (29 USC §§ 621-633a); the Older Workers' Benefit Protection Act; and claims of intentional infliction of emotional distress; breach of contract; breach of implied contract; or any other statute or common law principle of similar effect.
- 7.2 Either party may commence the non-binding mediation process called for in this Dispute Resolution Agreement by providing written notice upon the other party as set forth in paragraph 8.4 of this Agreement. The parties will then agree to submit the claim to a mediator mutually agreed upon by Blanchard and Mr. Branch. The parties will cooperate with one another and with the non-binding mediator, in selecting a mediator, and in scheduling the mediation.
- 7.3 Blanchard shall pay all of the fees and costs of the non-binding mediation and will pay for its own attorney's fees and will not request any fees or costs from Mr. Branch. Should Mr. Branch retain legal counsel, the cost of such legal counsel shall be the sole responsibility of Mr. Branch.
- 7.4 If the parties fail to resolve their dispute, claim or controversy in nonbinding mediation as set forth in paragraphs 7.1-7.3, above, then Blanchard and Mr. Branch agree to submit such dispute, claim or controversy to final and binding arbitration, by an arbitrator or association mutually agreed upon by Blanchard and Mr. Branch within 30 calendar days of dispute, claim or controversy not resolved in mediation. If the parties cannot agree to a mutual arbitrator within the above-referenced time period one shall be appoint by JAMS. The disputes, claims and controversies to be submitted to arbitration include, but are not limited to, claims arising from the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the California Fair Employment and Housing Act (Cal.Govt. Code §12900 et seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§ 621633a); the Older Workers' Benefit Protection Act; and claims of intentional infliction of emotional distress; breach of contract; breach of implied contract; or any other statute or common law principle of similar effect.
- 7.5 Either party may commence the arbitration process called for in this Dispute Resolution Agreement by first filing a demand upon the other party. The parties will then agree to submit the claim to the arbitrator or association mutually agreed upon by Blanchard and Mr.

Branch within thirty (30) calendars days of the demand. Thereafter, the demand shall be filed with the arbitrator or association mutually agreed upon. If the arbitration will be conducted by JAMS, the arbitration will be conducted in accordance with the provisions of JAMS' Comprehensive Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. If the arbitration is conducted by another arbitrator or association, the arbitration will be conducted in accordance with provisions set forth by such individual or organization, that are in effect at the time of filing the demand for arbitration. The parties will cooperate with one another and with JAMS, or another arbitrator or association, in selecting an arbitrator, and in scheduling the arbitration proceedings. The arbitrator will issue a written award discussing the facts and the law. The arbitrator shall have the authority to provide for all types of relief that would otherwise be available in court.

7.6 For purposes of the arbitration, the parties are entitled to file responsive pleadings, cross complaints, demurrers, motion to strike, motion for summary judgment pursuant to the California Rules of Civil Procedure Code and California Evidence Code. The parties are entitled to conduct discovery pursuant to the California Code of Civil Procedure.

7.7 Blanchard shall pay all of the fees and costs of the arbitration and will pay for its own attorney's fees and will not request any fees or costs from Mr. Branch. Should Mr. Branch retain legal counsel, the cost of such legal counsel shall be the sole responsibility of Mr. Branch.

7.8 Mr. Branch's Acknowledgment. By initialing in the space below you are agreeing to have all disputes, claims or controversies arising out of or relating to your employment decided by neutral arbitration, and you are giving up any rights you might possess to have those matters litigated in court or jury trial. By initialing in the space below you are giving up your judicial right to appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under federal or state law. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submission of all disputes, claims or controversies arising out of or relating to this agreement to neutral arbitration in accordance with this agreement.

MILES BRANCH	BLANCHARD

7.9 Mr. Branch has been advised to seek the advice of an attorney regarding the legal effect of this agreement prior to signing it. Mr. Branch specifically acknowledges that Mr. Branch is entering into this agreement voluntarily and has not been coerced into signing the agreement.

8. ARTICLE 8 -MISCELLANEOUS

8.1 Severable Provisions. Should any provisions or parts of this Agreement be

declared invalid, void or unenforceable, by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and they shall remain in full force and effect as if this Agreement had been executed with said provision(s) or part(s) eliminated.

- 8.2 <u>Governing Law.</u> This Agreement is entered into in the State of California, and California law shall in all respects govern the validity, construction, and interpretation of this Agreement.
- 8.3 Entire Agreement. This Agreement, including any documents expressly incorporated into it by the terms of this Agreement, constitutes the entire agreement between the parties. This Agreement supersedes and rescinds any and all prior oral and written agreements, understandings, negotiations, and discussions relating to the employment of Mr. Branch by Blanchard. This Agreement may not be modified, supplemented or amended by oral agreement, but only by an agreement in writing signed by Blanchard and Mr. Branch.
- 8.4 <u>Notice</u>. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed received (i) when personally delivered, or,(ii) if mailed, one week after having been placed in the United States mail, registered, or certified, postage prepaid, addressed to the party to whom it is directed at the address listed below:

If to Blanchard:

Maureen Coughlin
President of the Board of Trustees
119 North 8th Street Santa Paula, CA 93060-2709
Telephone (805) 947-9399

If to Mr. Branch:

Miles "Ned" Edward Branch PO Box 3272 Ventura, CA 93003 Telephone (213) 700-8850

For a party to change its address or other information for the purpose of this section, the party must first provide notice of that change in the manner required by this section.

9. ARTICLE 9 -- RECEIPT OF AGREEMENT

Receipt of Agreement. Each of the parties hereto acknowledges that they have read this Agreement in its entirety and does hereby acknowledge receipt of a fully executed copy thereof. A fully executed copy shall be an original for all purposes, and is a duplicate original.

In witness whereof, the parties hereto have caused this Agreement.
ACCEPTED AND AGREED:
Date:
MILES BRANCH
Date:
BLANCHARD/SANTA PAULA PUBLIC LIBRARY DISTRICT
MAUREEN COUGHLIN
President, Board of Trustees

REGULAR MEETING OF FEBRUARY 27, 2018 H(b) NEW BUSINESS: RESOLUTION TO LEVY PARCEL TAX FOR 2018-2019

In order for the County to add the special assessment to the tax bills for 2018-2019, the Board must pass a resolution authorizing the County Auditor-Controller's Office to do so.

RECOMMENDATION: Staff recommends the Board adopt the attached resolution.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Spink						

RESOLUTION 2017-18:XX

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BLANCHARD/SANTA PAULA LIBRARY DISTRICT CONFIRMING A SPECIAL ASSESSMENT TO BE LEVIED WITHIN THE BLANCHARD/SANTA PAULA LIBRARY DISTRICT FOR PURPOSES OF GENERAL FUND OPERATIONS FOR BLANCHARD COMMUNITY LIBRARY

WHEREAS, on March 2, 2004, the voters of the Blanchard/Santa Paula Library District passed Measure "B4" with 68.1% of the vote in order to allow a \$40 per parcel special assessment tax in perpetuity; and

WHEREAS, on November 8, 2016, the voters of the Blanchard/Santa Paula Public Library District passed Measure "B" with 73.06% of the vote in order to raise the ceiling on the appropriations (Gann) limit for four additional years, commencing on July 1, 2018;

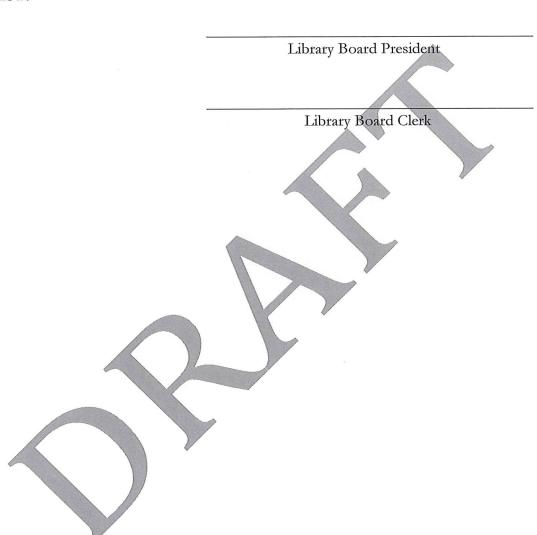
NOW, THEREFORE BE IT RESOLVED BY THE DISTRICT BOARD OF TRUSTEES AS FOLLOWS:

1. That the Blanchard/Santa Paula Library District Board of Trustees confirms, approves, and acknowledges that the \$40 per parcel assessment is to be levied in perpetuity and that the ceiling increase on the appropriations (Gann) limit needs to be approved by voters of the District every four years. The success of each of the subsequent four-year elections shall warrant additional resolutions from the Blanchard/Santa Paula Public Library District Board of Trustees in order to continue the \$40 per parcel special assessment tax on Ventura County Tax Rolls, District 14, Zone 03; and

2. That the Blanchard/Santa Paula Library District Board of Trustees confirms and acknowledges that the per parcel special assessment is in conformance with Proposition 218.

PASSED, APPROVED, AND ADOPTED this 27th day of February 2018.

ATTEST:



REGULAR MEETING OF FEBRUARY 27, 2018 H(c) NEW BUSINESS: RESOLUTION REQUESTING A CONTRAFUND ADVANCE FOR 2018-19

For a number of years, at the start of the fiscal year, the Library has requested and received from the County an advance against property tax revenues that were expected to be received in December and April. While it may not be necessary, staff recommends that the Board adopt a resolution requesting a pre-apportionment advance for 2015-16.

RECOMMENDATION: Staff recommends adoption of the attached resolution.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Spink						

RESOLUTION 2017-18:XX

RESOLUTION OF THE BLANCHARD/SANTA PAULA LIBRARY DISTRICT BOARD OF TRUSTEES REQUESTING A CONTRAFUND ADVANCE FOR THE FISCAL YEAR 2018-2019

NOW, THEREFORE, BE IT RESOLVED that the Blanchard/Santa Paula Public library District Board of Trustees, in a regular meeting on February 27, 2018 passed and adopted this resolution requesting a pre-apportionment of tax funds in amounts totaling up to 85% of the secured tax levy for the Library District, or any other basis as selected by the Ventura County Auditor-Controller's Office, to be made available to Fund Account #O040 for the operations of the Library during the Fiscal Year 2018-2019. The amount provided to the District for Fiscal Year 2017-2018 should be sufficient for Fiscal Year 2108-2019.

PASSED, APPROVED, AND ADOPTED this 27th day of February 2018.

ATTEST:

Library Board President

Library Board Clerk

REGULAR MEETING OF FEBRUARY 27, 2018 H(d) NEW BUSINESS: NOVEMBER 6, 2018 DISTRICT GENERAL ELECTION

Two of the trustee positions on the Board are up for election in the 2018 election. Staff recommends that the Board adopt a resolution requesting that the election of trustees be consolidated with the general election to be held on November 6, 2018, and to agree to reimburse the County for the costs incurred in order to reduce the cost of the election.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Spink						

RESOLUTION 2017-18:XX

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BLANCHARD/SANTA PAULA LIBRARY DISTRICT REQUESTING THAT ITS GENERAL DISTRICT ELECTION TO BE HELD ON NOVEMBER 6, 2018, BE CONSOLIDATED WITH OTHER ELECTIONS CALLED TO BE HELD ON THE SAME DAY IN THE SAME TERRITORY.

WHEREAS, an election shall be conducted for the Blanchard/Santa Paula Public Library District pursuant to the Uniform District Election Law commencing with Section 10500 of the Elections Code November 6, 2018, for the purpose of electing two candidates to the Library District Board; and

WHEREAS, the Board of Trustees wishes the Elections Division of the Office of the County Clerk to conduct said election; and

WHEREAS, pursuant to Section 10400 et seq. of the Elections Code, said election may be consolidated with other elections to held on the same day; and

WHEREAS, a tie vote in the election shall be decided by lot pursuant to Section 15651 of the Elections Code; and

WHEREAS, the Board of Trustees requests that this District's General Election be consolidated with any other election which may be held on the same date and in the same territory;

NOW, THEREFORE BE IT RESOLVED BY THE DISTRICT BOARD OF TRUSTEES AS FOLLOWS:

That the General District Election of this District is to be held on November 6, 2018, and consolidated with any other elections to be held on the same date and involving all or a portion of the territory of the District pursuant to Section 10400 et seq. of the Elections Code; and

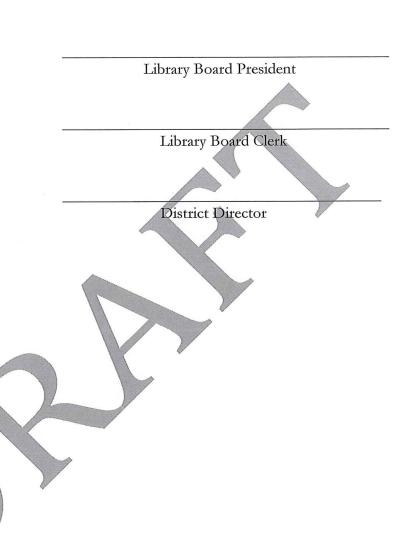
That the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the Elections Code; and

That a tie vote in the election shall be decided by lot pursuant to Section 15651 of the Elections Code; and

That, pursuant to Election Code Section 10002, the District shall reimburse the County in full for the services performed upon presentation of a bill from the County to the District.

PASSED, APPROVED, AND ADOPTED this 27thth of February 2018.

ATTEST:



REGULAR MEETING OF FEBRUARY 27, 2018 I(a) REPORTS: LITERACY SERVICES

BEST Adult Learning

Center

Board Report for February, 2018



Tutor Training Saturday, 2/17, 10-2:30, lunch included! Our **Tutor Training** went well, 6 attending. One saw the ad in the <u>Santa Paula Times</u> the day of the Orientation (1/31). Another responded to an ad on Craigslist that Carrie McAuliffe posted. YAY! The rest came in the "usual" way, saying they'd been thinking about it for a long time, and....

Two others are in the pipeline yet. Two present tutors asking for a 2nd student.

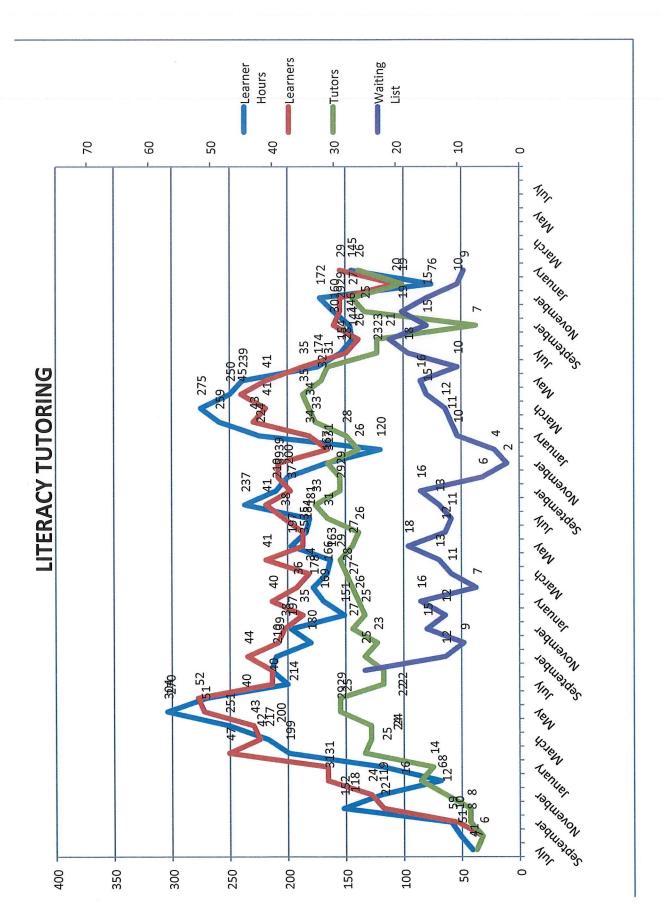
Ventura County Adult Education Consortium (VCAEC) was formed in 2015 to deal with the distribution of state money targeted for Adult Education (AB104 – a three-year grant). Each county was given a specific amount, and Ventura County chose to divide this money between the 4 existing Adult Schools (Oxnard, Conejo, Ventura & Simi) and to begin 4 NEW Adult Schools (Santa Paula, Fillmore, Ojai & Moorpark). Our own Santa Paula Adult School meets in Renaissance H.S. 4 nights a week. Because they have no room during the day, we are hosting one day class, M-Th, 12-2. Teacher Claudia is paid by the Adult School money AND 2 childcare assistants, helping our First Five preschool teacher.

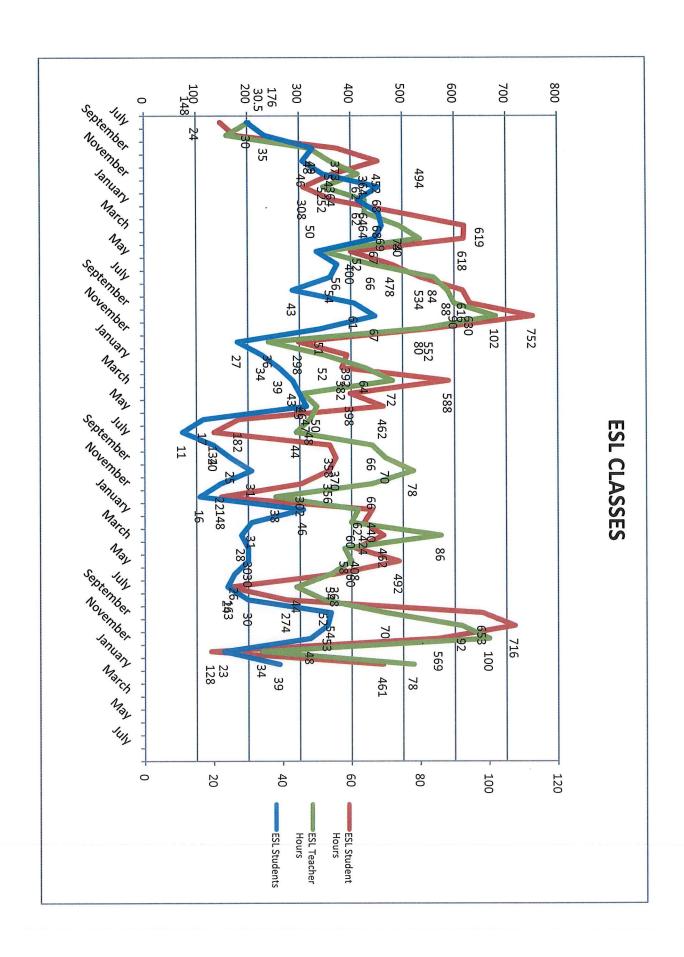
On Friday, February 9th I got to meet with the leaders of these schools and share with them that our "niche" is the one-on-one touch,



or the small group.

I tried to emphasize that we aim to SUPPLEMENT and FEED INTO the Adult Schools, not compete. We are **NOT A SCHOOL.** I hope they heard me. Libraries are designated "Community Partners" in the AB104 legislation, and in some counties (Santa Barbara, for instance) there is a lot more collaboration between Adult Ed providers. We are hoping to continue to build good relationships with our colleagues in Adult Ed. Too bad Education is such a competitive field sometimes. (Sigh)





REGULAR MEETING OF FEBRUARY 27, 2018 I(b) REPORTS: PUBLIC SERVICES

Public Services Report

February 27, 2018

- 1. Family Evenings- We had about 80 people in attendance for "Mighty Mickey's Magic Circus" on February 13th. Our next family evening will be on Tuesday, March 20th at 6:30 and will feature magician Shawn McMaster as we "Celebrate the Magic of Spring."
- 2. Teen Scene- On Thursday, January 25th we had nine teens participate in our annual Team Trivia Contest. The Teen Scene Winter Olympics was held on Thursday, February 8th and we had 18 participants. We also had 18 teens participate on Thursday, February 22nd for our "What Do You Stand For?" meeting in celebration of Black History month. Our next Teen Scene meeting will be Thursday, March 8th and will feature a St. Patrick's Day theme.
- 3. Maker Box Collective- We had 23 students (ages 10-15) participate in our "Brush Bots" program and make robots out of toothbrushes. Seven of these students also enjoyed experiencing our Virtual Reality 3-D games. (Participants in VR need to be age 13 or older, as mandated by the grant.) A 3-D printer, on loan from one of the libraries in the Maker Box Collective, was also on display for viewing as it created coins with the library symbol out of green filament. Our next Maker Box event will be on Thursday, March 15th from 3:30-5 and the project will be "Squishy Circuits." Maker Box is open to students ages 10 and up.
- 4. Adult Programs- Ivor Davis entertained the crowd with his program entitled "What Really Happened When Elvis Met the Beatles- Insights from the Reporter Who Was There!" There were 28 people in attendance. Our new Adult/Reference Librarian, Justin Formanek, has created monthly movie nights at the library. "Dunkirk" was shown on Thursday, February 22nd and there were 10 people in the audience. The next film will be "Crooked House" and it will screen on Thursday, March 15th at 6pm. Justin will soon be teaching computer classes at the library. He has placed a short survey at the front desk to pinpoint topics of interest. The CSUCI Spring Lecture Series will resume on Tuesday, April 10th at 6:30. The topic will be "Standardized Testing and Student Learning: Outcomes for English Learners in Santa Paula."
- **5. Other-** The SP Society of the Arts 81st Annual Art and Photography Show will be held at the library next month. The exhibit opens at noon on Tuesday, March 6th and closes at 6pm on Wednesday, April 4th.

REGULAR MEETING OF FEBRUARY 27, 2018 I(c) REPORTS: VOLUNTEER COORDINATOR

From: carrie.mcauliffe@blanchardlibrary.org

Subject: Board Report - February ... feel free to add/delete

Date: February 20, 2018 at 1:27 22PM

To: Ned Branch ned.branch@blanchardlibrary.org

Greetings~

The tagging is well under way.

The timely article in the Ventura County Star granted us with plenty of interested parties (30+). We have a filled schedule, knowing there will be plenty of people not able to make their shifts for many reasons. A back up list was created of stand by volunteers that staff can call upon to fill shifts should an opening occur.

For some responders, their time frames of availability didn't match our tagging needs. Those interested parties were alerted to other volunteer opportunities within the library.

Ned and I also had a discussion regarding jobs people coming in to take care of probation/community hours requirements could safely do. The list included cleaning chairs out back, cleaning upholstery, etc. Appropriate cleaning supplies and brushes would need to made available.

A volunteer is being sought for some planting of succulents up front. Most of the supplies are being donated. A big thank you to Maureen

C. and Cathy Sorenson!

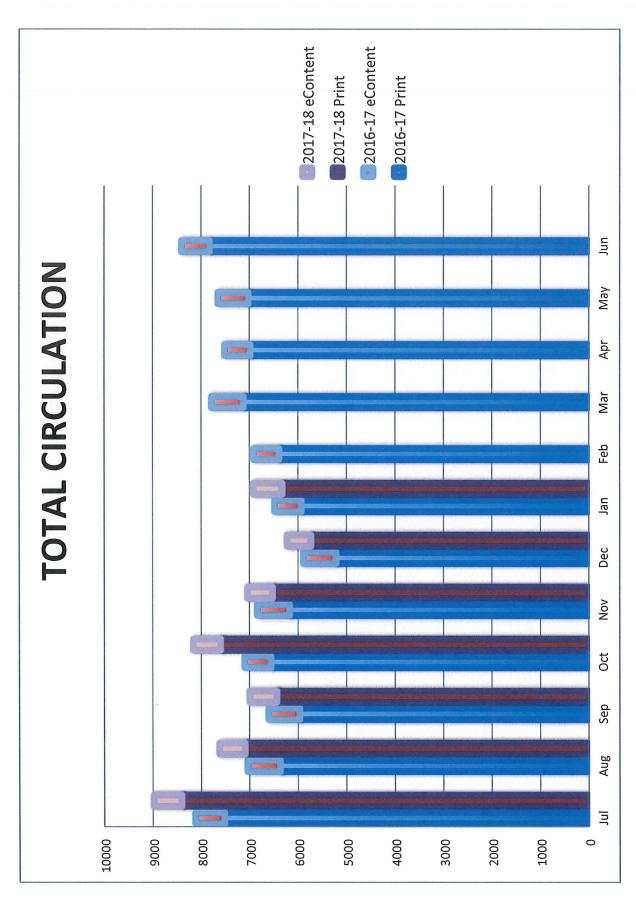
It's early on, but it would be nice to have a special 'thank you' reception for the volunteers involved with the task of tagging once it's completed.

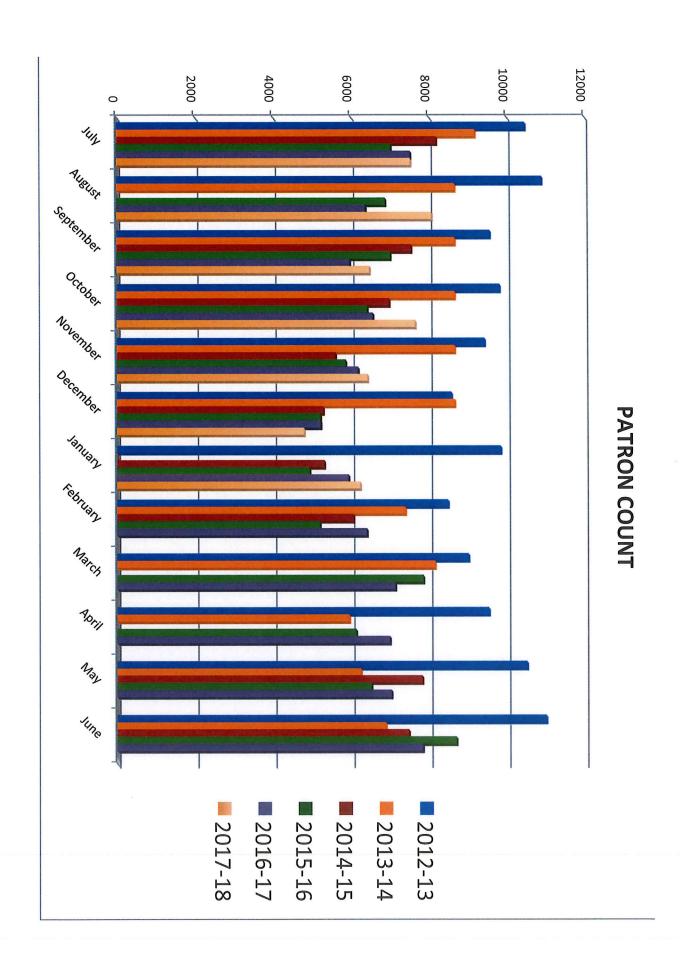
Warmly,

~ Carrie McAuliffe

REGULAR MEETING OF FEBRUARY 27, 2018 J(c) REPORTS: DISTRICT DIRECTOR'S REPORT

- 1. Statistics
- 2. Chamber Mixer Honoring Don & Debbie Johnson3. RFID Project
- 4. Open Data Beta Curriculum Testing





2012-13 2013-14 2014-15 2015-16 2016-17 2017-18 May PATRON REGISTRATIONS 48AONO 20 250 150 100 200

