

AGENDA
BELVEDERE TIBURON LIBRARY AGENCY
Meeting of Monday, August 19, 2024 at 6:15pm
 Belvedere Tiburon Library
 1501 Tiburon Blvd, Tiburon, California

PUBLIC NOTICE

This meeting will be held in person in the Library Founders Room.

CALL TO ORDER AND ROLL CALL

1. Election of Officers for fiscal Year 2025. **(Page 3-4)**

PUBLIC COMMENT

This is an opportunity for any citizen to briefly address the Board of Trustees on any matter that does not appear on this agenda. Upon being recognized by the Chair, please state your name, address, and limit your oral statement to no more than three minutes. Matters that appear to warrant a lengthier presentation or Board consideration may be placed on the agenda for further discussion at a later meeting.

STAFF BOARD AND COMMITTEE REPORTS

2. Chair’s Report - Agency Chair (2 minutes)
3. Library Director’s Report, - Crystal Duran, Library Director (10 minutes) **(Page 5-6)**
4. Belvedere Tiburon Library Foundation Report – Lucy Churton (5 minutes)
5. Preliminary Financial Statements and Quarterly Treasurer’s Report June 30, 2024 - Kristin Johnson, Board Clerk (5 minutes) **(Page 7-14)**
6. Committee Reports (5 minutes)

CONSENT CALENDAR

The purpose of the Consent Calendar is to group items together which generally do not require discussion and which will probably be approved by one motion unless separate action is required on a particular item. Any member of the Agency may request removal of an item for discussion.

7. Approval of Agency Regular Meeting Minutes of June 17, 2024. **(Page 15-20)**
8. Approval of Agency Warrants for the Month of June and July, 2024 **(Page 21-22)**

TRUSTEE CONSIDERATIONS

9. Consideration of Conflict of Interest Policy **(Page 23-25)**
10. Consideration of establishing a standing Finance Committee
11. Consideration of establishing an ad-hoc Compensation Committee **(Page 26)**
12. Consideration of approving the l’Lee Hooker Memorial Garden **(Page 27-42)**
13. Consideration of updated BTLA Employee Handbook **(Page 43-97)**
14. Discussion of Library furnishings **(Page 98-99)**

AGENDA CONTINUES ON PAGE 2

BELVEDERE TIBURON LIBRARY AGENCY
Meeting of Monday, August 19, 2024 at 6:15pm
Belvedere Tiburon Library
1501 Tiburon Blvd, Tiburon, California

COMMUNICATIONS & ANNOUNCEMENTS

15. Schedule of 2024-2025 Meeting Dates

NOTICE: WHERE TO VIEW AGENDA MATERIALS

Meeting minutes and other Agenda items are available at <https://www.beltibrary.org/about-us/board-meetings>. Please note that packet items may not yet be posted at this location exactly at the same time as Agenda posting.

NOTICE: AMERICANS WITH DISABILITIES ACT

The following accommodations will be provided, upon request, to persons with a disability: agendas and/or agenda packet materials in alternate formats; special assistance needed to attend or participate in this meeting. Please make your request at the office of the Administrative Assistant or by calling (415) 789-2660. Whenever possible, please make your request three days in advance.



DATE: August 19, 2024

TO: Library Board of Trustees

FROM: Crystal Duran, Library Director

SUBJECT: Officer and Committee Appointments

At the beginning of each fiscal year, the Board appoints officers and establishes standing committees. For FY23-24, the Board established its officers, a Finance Committee, and an ad hoc Long-Range Planning Committee. As we begin FY24-25, the Board needs to appoint officers and members to the Finance Committee. The board can establish additional committees at any time throughout the year.

Definitions

Standing Committee

Standing committees have ongoing subject matter jurisdiction or meet regularly, as established through bylaws, ordinances, or resolutions. They are subject to the Brown Act, meaning their meetings must be held publicly with proper notice. Standing committees do not need to establish a regular meeting schedule but must post notices of their meetings. These committees can include any number of board members, as they are subject to Brown Act requirements. The Board may establish standing committees through bylaws, votes, or resolutions.

Ad Hoc Committee

Ad hoc committees are temporary, formed for a specific purpose, and dissolved once their task is completed. Comprising less than a quorum, they are not subject to the Brown Act. They are advisory and must return to the full Board with their recommendations.

Advisory Committee

Advisory committees are advisory to a single decision-maker and not subject to the Brown Act. They are created informally. Likewise, staff may establish an advisory committee to assist with a specific event or activity. Advisory committees do not report to the entire Board but provide information to a single member.

Officers

The Board, composed of seven members, governs the Library Agency, setting policies budgets, and overseeing operations. According to the Agency Bylaws, three officers—Chair, Vice-Chair, and Treasurer—must be elected annually. For FY23-24, Roxanne Richards served as Chair, Tony Hooker as Vice-Chair, and Jeff Slavitz as Treasurer.

- Chair: The Chair presides over Board meetings and performs other duties as assigned by the Board or prescribed by the Bylaws.
- Vice-Chair: In the absence or disability of the Chair, the Vice-Chair assumes the Chair's duties and powers. The Vice-Chair also performs other duties as assigned by the Board, Bylaws, or Chair. If the Vice-Chair is unavailable, the Chair may appoint a temporary Vice-Chair.
- Treasurer: The Treasurer manages the Library Agency's finances, including depositing funds, disbursing money as directed by the Board, and providing financial reports upon request. The Treasurer also performs other duties as prescribed by the Board.

Finance Committee

The Board plays a critical role in financial oversight, including adopting financial policies, reviewing quarterly financial reports, and approving the annual library budget. To support these tasks, the Board should establish a Finance Committee to become well-versed in the library's financial matters. This committee is responsible for making recommendations to ensure the Library's short-term and long-term fiscal health. The Finance Committee is subject to the Brown Act as a standing committee. For FY23-24, the Finance Committee included Jeff Slavitz (Treasurer), Tony Hooker (Vice Chair), and Ken Weil. Historically, the committee comprises the Treasurer and two other Board members.



DATE: August 19, 2024

TO: Library Board of Trustees

FROM: Crystal Duran, Library Director

SUBJECT: Library Director's Report

Library Programs and Services

This summer's reading program was successful, with over 190 prizes distributed. We hosted 30 special events, including nine days of StoryWalk at the Audubon, which attracted 612 attendees and our regular year-round programming.

In August, we subscribed to the Library Speakers Consortium, which brings 2 to 3 online bestselling-author events each month. These live, interactive sessions allow our patrons to engage directly with authors through Q&A, offering a rich and diverse experience. Participants can join from home on their own devices, making this resource especially valuable for those with limited mobility or access. The new service will be featured in the all-resident newsletter in late August.

Starting October 1, our business hours will be extended to 8 PM on Mondays through Thursdays, providing more flexibility for our patrons to visit the library. The new closing time is comparable to Mill Valley and Marin County Free Library, and adequate staffing is secured to accommodate the change.

Personnel

We are pleased to announce recent promotions and staffing updates at our library. RJ has been promoted to Circulation Lead, recognizing his dedication and knowledge. Additionally, Adam has transitioned to a full-time position in the circulation department. With two part-time circulation positions filled in August, the department is fully staffed and ready to serve our community more efficiently. We also expect to finalize the selection of our new Accounting Technician by the end of August.

We have engaged Dr. Reggie Thomas from PeakePotential for a six-month organizational development initiative. Dr. Thomas will assess our organizational culture, help us develop shared values, and identify areas for support. He will also guide conflict resolution, provide staff training, and offer one-on-one leadership development for department leads and select individuals. Expected outcomes include improved employee morale, increased productivity, effective communication, more decisive leadership, and enhanced problem-solving skills. At the end of the engagement, Dr. Thomas will share impact metrics and findings with the Board.

Administration

Staff recently conducted orientations for our two new trustees. The orientations included an in-depth review of the budget and organizational structure and updates on recent and upcoming projects. The new trustees also received a primer on the Brown Act and additional supporting documents.

Staff and select Foundation members and trustees are collaborating to review a draft memorandum of understanding (MoU) between BTLA and BTLF. We expect to share the draft with both boards in September or October for review and adoption. This MoU is a best practice that helps delineate responsibilities and identify collaborative opportunities. A small group is also working together to plan the BTLA and BTLF retreat, scheduled for September 24. Staff are also supporting the Foundation's annual fund request, scheduled for October.

Once a Finance Committee is appointed, staff will immediately meet to discuss the library's investment policy, develop a reserve policy, plan reserve fund projects, and discuss the library's pension liability.

The Board will consider these policies and actions at upcoming meetings: art exhibit policy, special events policy, compensation policy, audit review and approval, and an MoU with BTLF.

**BELVEDERE TIBURON LIBRARY AGENCY
CONSOLIDATED REVENUES
YEAR ENDED
JUNE 30, 2024**

| | FY 2023-24 | | | FY 2022-23 | | | FY 2018-2019 | | |
|---|---|--------------------------------------|---------------|---------------------|---------------------------------------|---------------|---------------------|--|---------------|
| | FY24 ANNUAL BUDGET | June, 2024 100% OF BUDGET YEAR- CASH | % OF BUDGET | FY23 ANNUAL BUDGET | June, 2023 100% OF BUDGET YEAR - CASH | % OF BUDGET | FY19 ANNUAL BUDGET | June, 2019 100% OF BUDGET YEAR - ACCRUAL | % OF BUDGET |
| GENERAL FUND | | | | | | | | | |
| Basic Library Tax (1) | \$ 2,435,052 | \$ 2,315,562 | 95.1% | \$ 2,300,639 | \$ 2,242,387 | 97.5% | \$ 1,875,872 | \$ 1,931,914 | 103.0% |
| Parcel Tax (1) | 275,000 | 263,802 | 95.9% | 275,000 | 263,751 | 95.9% | 275,000 | 277,886 | 101.0% |
| ERAF (2) | 530,000 | 381,730 | 72.0% | 525,000 | 361,818 | 68.9% | 346,035 | 444,689 | 128.5% |
| Grants (3) | 190,000 | 264,500 | 139.2% | 145,000 | 117,883 | 81.3% | 211,653 | 104,173 | 49.2% |
| Desk Revenue Sales & Fines | 1,250 | 2,364 | 189.1% | 1,500 | 2,815 | 187.7% | 22,988 | 24,706 | 107.5% |
| Misc. Other Revenue (EV) | 7,200 | 9,302 | 129.2% | 4,000 | - | 0.0% | 4,422 | - | 0.0% |
| Interest Income | 50,000 | 97,603 | 195.2% | 5,547 | 47,884 | 863.2% | 26,235 | 75,441 | 287.6% |
| TOTAL GENERAL FUND | \$ 3,488,502 | \$ 3,334,863 | 95.6% | \$ 3,256,686 | \$ 3,036,538 | 93.2% | \$ 2,762,205 | \$ 2,858,809 | 103.5% |
| ORIGINAL CFD BOND DEBT SERVICE (4) | | | | | | | | | |
| Original Bond Principal | (95,000) | (95,000) | 100.0% | (90,000) | (90,000) | 100.0% | (70,000) | (46,500) | 66.4% |
| Original Bond Interest | (21,750) | (21,750) | 100.0% | (27,300) | (27,300) | 100.0% | (46,500) | (70,000) | 150.5% |
| Fiscal Agent Fees | (12,500) | (13,062) | 104.5% | (12,500) | (14,805) | 118.4% | (11,000) | (13,115) | 119.2% |
| TOTAL CFD DEBT SERVICE | \$ (129,250) | \$ (129,812) | 100.4% | \$ (129,800) | \$ (132,105) | 101.8% | \$ (127,500) | \$ (129,615) | 101.7% |
| TOTAL REVENUE AFTER | \$ 3,359,252 | \$ 3,205,051 | 95.4% | \$ 3,126,886 | \$ 2,904,433 | 92.9% | \$ 2,634,705 | \$ 2,729,194 | 103.6% |
| (1) Basic and Parcel Tax Revenue | 55% of tax revenue is received in December 45% of tax revenue is received in April | | | | | | | | |
| (2) ERAF | 54% of ERAF revenue is received in January 46% of ERAF revenue is received in June | | | | | | | | |
| (3) Grants | Foundation and Other Library Program Grants | | | | | | | | |
| (4) Original CFD Bonds will be paid off in FY2026-2027. They are funded by the Parcel Tax | | | | | | | | | |

**BELVEDERE TIBURON LIBRARY AGENCY
CONSOLIDATED EXPENDITURES
YEAR ENDED
JUNE 30, 2024**

| | FY 2023-24 | | | FY 2022-23 | | | FY 2018-2019 | | |
|------------------------------------|---|--------------------------------------|--------------|---------------------|---------------------------------------|--------------|---------------------|--|--------------|
| | FY24 ANNUAL BUDGET | June, 2024 100% OF BUDGET YEAR- CASH | % OF BUDGE T | FY23 ANNUAL BUDGET | June, 2023 100% OF BUDGET YEAR - CASH | % OF BUDGE T | FY19 ANNUAL BUDGET | June, 2019 100% OF BUDGET YEAR - ACCRUAL | % OF BUDGE T |
| GENERAL FUND | | | | | | | | | |
| Personnel (4) | \$ 2,301,880 | \$ 1,965,690 | 85% | \$ 2,236,509 | \$ 1,896,508 | 85% | \$ 1,831,488 | \$ 1,747,644 | 95% |
| Circulation Materials & Data (5) | 295,000 | 276,359 | 94% | 267,000 | 255,240 | 96% | 285,528 | 240,312 | 84% |
| Technology Services (6) | 121,424 | 88,387 | 73% | 121,424 | 143,350 | 118% | 87,582 | 74,285 | 85% |
| Program Services & Supplies (7) | 156,834 | 128,085 | 82% | 132,584 | 107,844 | 81% | 102,100 | 96,814 | 95% |
| Building Expenses (8) | 362,113 | 320,422 | 88% | 297,177 | 291,636 | 98% | 164,291 | 129,615 | 79% |
| Agency Administration | 117,420 | 152,224 | 130% | 72,039 | 43,316 | 60% | 61,882 | 71,609 | 116% |
| TOTAL GENERAL FUND | \$ 3,354,671 | \$ 2,931,167 | 87% | \$ 3,126,733 | \$ 2,737,894 | 88% | \$ 2,532,871 | \$ 2,360,279 | 93% |
| NET OPERATING REVENUE | \$ 4,581 | \$ 273,884 | | \$ 153 | \$ 166,539 | | \$ 101,834 | \$ 368,915 | |
| USES OF RESERVES | | | | | | | | | |
| Transfer to Bldg Maintenance Res | | | | | | | 69,556 | 69,556 | 100% |
| Use Building Reserve Tech & Equip | - | 11,048 | | 35,750 | 35,753 | | 8,000 | - | 0% |
| Use Building Reserve Furn & Fixt | - | - | | 55,000 | 39,091 | | 20,000 | - | 0% |
| Expansion LOC Principal & Interest | 792,000 | 3,034,960 | 383% | 160,000 | 167,618 | 105% | | | |
| Use Operating Reserve Misc. | - | - | | 15,000 | - | 0% | | | |
| TOTAL USES OF RESERVES | \$ 792,000 | \$ 3,046,008 | | \$ 265,750 | \$ 242,462 | | \$ 97,556 | \$ 69,556 | 71% |
| EXPANSION ACTIVITY | | | | | | | | | |
| Expansion Grants & Contributions | - | 207,428 | | | 300,000 | | - | 912,349 | |
| Expansion Reserve from Operations | - | | | | | | | - | |
| Expansion Line of Credit Inflow | - | | | 2,200,000 | 2,000,000 | | | | |
| Total Expansion Inflows | - | 207,428 | | 2,200,000 | 2,300,000 | 105% | - | 912,349 | |
| Less: Expansion Expenditures | - | 72,251 | | 2,200,000 | 1,692,028 | 77% | - | 877,469 | |
| NET EXPANSION ACTIVITY (9) | \$ - | \$ 135,177 | | \$ - | \$ 607,972 | | \$ - | \$ 34,880 | |
| (4) Personnel | CaIPERS Unfunded Accrued Liability Payment is made in July. | | | | | | | | |
| (5) Circulation Materials & Data | Most of the Digital Resource and Platform Support Subscriptions are paid in July. | | | | | | | | |
| (6) Technology Services | Annual MARINet charge is paid in July. | | | | | | | | |
| (7) Program Services & Supplies | Marketing Costs and Supplies for Library Programs. | | | | | | | | |
| (8) Building Expenses | Includes Adult, Children's, Teen, Maker Space, and Technology Training. | | | | | | | | |
| | Property and Liability insurance is paid in July. | | | | | | | | |
| | Includes Storage costs during Expansion. | | | | | | | | |

**BELVEDERE TIBURON LIBRARY AGENCY
 DETAIL BUDGET VS ACTUAL
 FISCAL YEAR ENDED
 JUNE 30, 2024
 CASH BASIS**

| | | | FY 2023-24 | | | | FY 2022-23 | | |
|---|------|---------------------|---------------------|-------------|-------------------|--|---------------------|---------------------|-------------|
| | | FY24 | 100% OF | % OF | BUDGET | | FY23 | 100% OF YEAR | % OF |
| | | ANNUAL | YEAR TO | BUDGET | REMAINING | | ANNUAL | TO DATE | BUDGET |
| | | BUDGET | DATE CASH | BUDGET | | | BUDGET | CASH BASIS | BUDGET |
| | | | BASIS | | | | | | |
| GENERAL FUND REVENUE | | | | | | | | | |
| Revenue | | | | | | | | | |
| Basic Library Tax (1) | 5010 | \$ 2,435,052 | \$ 2,315,562 | 95% | \$ 119,490 | | \$ 2,300,639 | \$ 2,242,387 | 97% |
| Parcel Tax (1) | 5020 | 275,000 | 263,802 | 96% | 11,198 | | 275,000 | \$ 263,751 | 96% |
| ERAF (1) | 5025 | 530,000 | 381,730 | 72% | 148,270 | | 525,000 | \$ 361,818 | 69% |
| BTLF Grants (2) | 5032 | 175,000 | 255,500 | 146% | (80,500) | | 125,000 | \$ 54,000 | 43% |
| Program Grants (3) | 5033 | 15,000 | 9,000 | 60% | 6,000 | | 20,000 | \$ 63,883 | 0% |
| Book Fines and Reserves | 5040 | 500 | 1,447 | 289% | (947) | | 500 | \$ 1,654 | 331% |
| Book Sales | 5050 | 0 | - | | - | | 0 | \$ 823 | 0% |
| Reference Desk Income | 5065 | 250 | 119 | 48% | 131 | | 1,000 | \$ 55 | 6% |
| Copier Fees | 5070 | 500 | 798 | 160% | (298) | | 1,000 | \$ 269 | 27% |
| Other Revenue (includes EV) | 5090 | 7,200 | 9,302 | 129% | (2,102) | | 3,000 | \$ 14 | 0% |
| Interest Income | 5099 | 50,000 | 97,603 | 195% | (47,603) | | 5,547 | \$ 47,884 | 863% |
| Total Revenue | | \$ 3,488,502 | \$ 3,334,863 | 96% | \$ 153,639 | | \$ 3,256,686 | \$ 3,036,538 | 93% |
| Bond Debt Service via Parcel Tax | | | | | | | | | |
| Bond Debt Service - Interest | 8910 | (\$21,750) | (\$21,750) | 100% | \$0 | | (\$27,300) | (\$27,300) | 100% |
| Bond Debt Service - Principal | 8915 | (\$95,000) | (\$95,000) | 100% | \$0 | | (\$90,000) | (\$90,000) | 100% |
| Bond Fiscal Agent Fees | 8920 | (\$12,500) | (\$13,062) | 104% | \$562 | | (\$12,500) | (\$14,805) | 118% |
| Total Bond Debt Service | | (\$129,250) | (\$129,812) | 100% | \$562 | | (\$129,800) | (\$132,105) | 102% |
| Total Revenue after Bond Service | | \$3,359,252 | \$3,205,051 | 95% | \$154,201 | | \$3,126,886 | \$2,904,433 | 93% |
| GENERAL FUND EXPENDITURES | | | | | | | | | |
| Personnel (4) (5) | | | | | | | | | |
| Salaries & Wages | 7010 | 1,364,051 | 1,248,478 | 92% | 115,573 | | 1,382,477 | 1,281,966 | 93% |
| Medical Reimbursement | 7015 | 21,600 | 19,575 | 91% | 2,025 | | 24,300 | 21,618 | 89% |
| Part Time Salaries & Wages | 7020 | 344,113 | 211,910 | 62% | 132,203 | | 285,992 | 107,795 | 38% |
| PERS Retirement Benefits | 7100 | 240,299 | 209,456 | 87% | 30,843 | | 240,118 | 239,577 | 100% |
| PERS Insurance Benefits | 7110 | 222,540 | 206,405 | 93% | 16,135 | | 231,790 | 183,032 | 79% |
| PERS OPEB Benefits | 7115 | 34,060 | 9,868 | 29% | 24,192 | | 0 | 9,000 | 0% |
| Workers Comp Insurance | 7120 | 8,014 | 7,789 | 97% | 225 | | 7,508 | 6,141 | 82% |
| Employment Practice Insurance | 7125 | 5,400 | 5,400 | 100% | - | | 5,400 | 5,400 | 100% |
| Payroll Tax Expense | 7130 | 46,103 | 42,903 | 93% | 3,200 | | 41,924 | 27,724 | 66% |
| Professional Development | 7200 | 15,200 | 2,938 | 19% | 12,262 | | 17,000 | 12,301 | 72% |
| Staffing Recruitment | 7210 | 500 | 968 | 194% | (468) | | 0 | 1,954 | |
| Total Personnel | | \$ 2,301,880 | \$ 1,965,690 | 85% | \$ 336,190 | | \$ 2,236,509 | \$ 1,896,508 | 85% |
| Circulation Materials & Data (6) | | | | | | | | | |
| Books and other Materials | 7601 | 125,000 | 97,546 | 78% | 27,454 | | 100,000 | 107,112 | 107% |
| Vendor Processing Costs | 7602 | 7,000 | 9,351 | 134% | (2,351) | | 7,000 | 6,653 | 95% |
| Supplies for Processing | 7603 | 3,000 | 3,985 | 133% | (985) | | 3,000 | 1,431 | 48% |
| Digital Resources & Content | 7606 | 60,000 | 61,522 | 103% | (1,522) | | 57,000 | 44,824 | 79% |
| MARINet | 7607 | 100,000 | 103,955 | 104% | (3,955) | | 100,000 | 95,220 | 95% |
| Total Circulation Materials & Data | | \$ 295,000 | \$ 276,359 | 94% | \$ 18,641 | | \$ 267,000 | \$ 255,240 | 96% |

**BELVEDERE TIBURON LIBRARY AGENCY
 DETAIL BUDGET VS ACTUAL
 FISCAL YEAR ENDED
 JUNE 30, 2024
 CASH BASIS**

| | | FY24 ANNUAL BUDGET | 100% OF YEAR TO DATE CASH BASIS | % OF BUDGET | BUDGET REMAINING | FY23 ANNUAL BUDGET | June, 2023 100% OF YEAR TO DATE CASH BASIS | % OF BUDGET |
|--|------|--------------------------|--|----------------|---------------------|--------------------------|---|----------------|
| Technology Services (7) | | | | | | | | |
| Online Services | 8020 | 10,000 | 4,464 | 45% | 5,536 | 10,000 | 21,196 | 212% |
| Computers & Peripherals | 8035 | 5,000 | 8,151 | 163% | (3,151) | 5,000 | 5,686 | 114% |
| Technical Support | 8040 | 66,924 | 34,429 | 51% | 32,495 | 66,924 | 57,519 | 86% |
| IT Infrastructure | 8070 | 18,000 | 32,615 | 181% | (14,615) | 18,000 | 34,740 | 193% |
| Website Maintenance | 8071 | 21,500 | 8,728 | 41% | 12,772 | 21,500 | 24,209 | 113% |
| Total Technology Services | | \$ 121,424 | \$ 88,387 | 73% | \$ 33,037 | \$ 121,424 | \$ 143,350 | 118% |
| Program Services & Supplies (8) | | | | | | | | |
| Copier Expense | 8210 | 19,284 | 16,353 | 85% | 2,931 | 19,284 | 13,554 | 70% |
| Postage Freight | 8220 | 7,000 | 2,635 | 38% | 4,365 | 7,000 | 4,360 | 62% |
| Public Relations | 8225 | 30,000 | 20,003 | 67% | 9,997 | 25,000 | 11,125 | 45% |
| Office Supplies | 8230 | 10,000 | 6,749 | 67% | 3,251 | 10,000 | 8,352 | 84% |
| Adult Programs | 8240 | 17,000 | 22,583 | 133% | (5,583) | 12,000 | 20,857 | 174% |
| Children's Program Supplies | 8250 | 19,450 | 14,302 | 74% | 5,148 | 16,000 | 18,981 | 119% |
| Young Adult Programs | 8251 | 9,500 | 7,523 | 79% | 1,977 | 12,000 | 10,884 | 91% |
| Telephone | 8260 | 14,600 | 13,710 | 94% | 890 | 12,500 | 13,474 | 108% |
| A/V Equipment & Peripherals | 8270 | 5,000 | 0 | 0% | 5,000 | 5,000 | 0 | 0% |
| Maker Space Programs | 8280 | 18,000 | 20,827 | 116% | (2,827) | 9,000 | 3,026 | 34% |
| Technology Training Program | 8290 | 7,000 | 3,400 | 49% | 3,600 | 4,800 | 3,231 | 0% |
| Total Program Services & | | \$ 156,834 | \$ 128,085 | 82% | \$ 28,749 | \$ 132,584 | \$ 107,844 | 81% |
| Building Expenses (9) | | | | | | | | |
| Building & Contents Insur. | 8410 | 140,000 | 112,975 | 81% | 27,025 | 95,980 | 84,884 | 88% |
| Building Maintenance | 8430 | 24,800 | 40,686 | 164% | (15,886) | 24,800 | 39,748 | 160% |
| Grounds Maintenance | 8440 | 11,100 | 1,920 | 17% | 9,180 | 11,100 | 8,240 | 74% |
| Janitorial Expense | 8450 | 60,000 | 54,409 | 91% | 5,591 | 80,000 | 69,086 | 86% |
| Custodial Supplies | 8460 | 9,000 | 4,595 | 51% | 4,405 | 11,931 | 4,757 | 40% |
| Trash | 8480 | 4,873 | 3,329 | 68% | 1,544 | 4,430 | 3,823 | 86% |
| Electricity & Gas | 8490 | 80,000 | 61,779 | 77% | 18,221 | 36,996 | 59,397 | 161% |
| Parking | 8491 | 11,040 | 8,287 | 75% | 2,753 | 11,040 | 7,680 | 70% |
| Maintenance Contracts | 8492 | 8,400 | 11,427 | 136% | (3,027) | 8,000 | 7,628 | 95% |
| EV Public Charging Stations | 8493 | 3,000 | 12,875 | 429% | (9,875) | 3,000 | 1,145 | 0% |
| Water | 8500 | 9,900 | 6,888 | 70% | 3,012 | 9,900 | 5,248 | 53% |
| Furniture & Fixtures | 8501 | 0 | 1,252 | | (1,252) | 0 | 0 | |
| Total Building Expenses | | \$ 362,113 | \$ 320,422 | 88% | \$ 41,691 | \$ 297,177 | \$ 291,636 | 98% |
| Agency Administration (10) | | | | | | | | |
| Bank Charges | 8810 | 1,000 | 51 | 5% | 949 | 1,000 | 24 | 2% |
| Credit Card Fees | 8815 | 2,000 | 913 | 46% | 1,087 | 2,000 | 582 | 29% |
| Cash (over/under) | 8820 | 120 | (5) | -4% | 125 | 120 | (9) | -8% |
| Accounting | 8830 | 10,300 | 10,715 | 104% | (415) | 10,300 | 8,673 | 84% |
| Auditing | 8835 | 34,000 | 32,510 | 96% | 1,490 | 33,619 | 10,435 | 31% |
| Legal & Consulting Services | 8840 | 65,000 | 101,369 | 156% | (36,369) | 20,000 | 3,702 | 19% |
| Office Expenses | 8850 | 5,000 | 6,671 | 133% | (1,671) | 5,000 | 2,860 | 57% |
| Grand Opening | 8870 | 0 | 0 | | - | 0 | 17,049 | |
| Total Agency Administration | | \$ 117,420 | \$ 152,224 | 130% | \$ (34,804) | \$ 72,039 | \$ 43,316 | 60% |
| Total GENERAL FUND | | \$ 3,354,671 | \$ 2,931,167 | 87% | \$ 423,504 | \$ 3,126,733 | \$ 2,737,894 | 88% |
| NET OPERATING REVENUE/(LOSS) | | \$ 4,581 | \$ 273,884 | | \$ 269,303 | \$ 153 | \$ 166,539 | |

**BELVEDERE TIBURON LIBRARY AGENCY
LONG-TERM DEBT ESTIMATE
YEAR ENDED
JUNE 30, 2024**

| | | | | | |
|---|---------------------------------|--|--------------------------------|---------------------|--------------------|
| LONG-TERM LIABILITIES | | | | | |
| | | | | | |
| Compensated Absences (Accrued Vacation Balances) | 6/30/2023 | | \$ 110,000 | | |
| | | | | | |
| CFD 1995-1 BONDS | | | | | |
| Original Bonds CFD 1995-1 thru Sept 2026 | 6/30/2024 | | \$ 315,000 | | |
| Future interest to be paid thru Sept 2026 | 6/30/2024 | | 28,950 | | |
| Total Bond CFD 1995-1 Liability (5 payments remaining) | | | \$ 343,950 | | |
| Payments are made on 9/1 and 3/1, Last Payment will be 9/1/2026 | | | | | |
| | | | | | |
| PENSION AND OPEB LIABILITIES | | | | | |
| Actuarially Determined Net Pension Liability per Audit | 6/30/2023 | | 1,636,951 | | |
| Actuarially Determined Net OPEB Liability Per Audit | 6/30/2022 | | 357,355 | | |
| Total Post-Employment Liability ESTIMATE | 6/30/2023 | | \$ 1,994,306 | | |
| | | | | | |
| TOTAL LONG-TERM LIABILITIES | | | | | |
| | | | | | |
| NOTES | | | | | |
| PENSION AND OPEB LIABILITIES BASED ON 6/30/2023 AUDIT ACTUARIALS with changes based on discount rate | | | | | |
| | | | | | |
| | | | 1% Decrease @ 6/30/2023 | 1% Increase | |
| | Discount Rate | | 5.90% | 6.90% | 7.90% |
| | Pension Liability | | \$ 2,655,675 | \$ 1,636,951 | \$ 798,793 |
| | | | | | |
| | | | | @ 6/30/2022 | |
| | Discount Rate | | 2.54% | 3.54% | 4.54% |
| | OPEB Liability | | \$ 418,813 | \$ 357,355 | \$ 311,380 |
| | | | | | |
| | TOTAL Pension & OPEB | | \$ 3,074,488 | \$ 1,994,306 | \$1,110,173 |

**BELVEDERE TIBURON LIBRARY AGENCY
JUNE 2024 NOTES TO DETAIL BUDGET VS ACTUAL**

Page 4-3 | 100% of Budget Year

(1) 5010, 5020, 5025, the majority of Tax Revenue is normally received in December and April.

**\$260,000 received from Tiburon in July
\$41,000 Received from Belvedere in August
These subsequent receipts bring Tax Total to 101% of budget
and net income to about \$575,000 before accounts payable accruals**

(2) 5032 The Foundation has provided \$255,500 in Operating Grants this year.
The Foundation has also given \$100,000 to Expansion this fiscal year
The Town of Tiburon gave \$95,725 to the Expansion. (see Page 5-5 #200-5978)

(3) 5033 Zip Books Grant, and The Ranch Senior Fair Grant, and Miscellaneous Donatons.

(3A) 5090 Received \$ 9,300 from EV Connect
(compared to line 8493 EV cost-to-date of \$12,875, \$5K of which is for 3-year support)

(3B) 5099 Interest Rates up. Earned \$15,000 on 6-month Treasury which matured 2/26
Most funds in Wealth Management, which is now Federal Funds Money Market yielding 5.2%
In July and August, funds from Expansion Checking, LAIF, and Money Mkt were used for Operations

(4) 7000's - 7200's Personnel closer to budget with hiring.
7200 Grant Reimbursement of \$1,500 received which was applied directly to reduce expense

(5) 7100-7115 Benefits CalPERS UAL retirement payment front-loaded, health benefits 12% Jan increase

(6) 7600's Circulation Materials on par, magazine and digital subscriptions and MARINet front loaded

Page 4-4 | 100% of Budget Year

(7) 8000's Technology Online Services, Computers, and IT Infrastructure partially front-loaded
Savings in Technical Support this year.

8070 Communico for room reservations \$10K was not budgeted

(8) 8200's Program Services below budget
Budget was revised for 2025.

(9) 8400-8500's Building Insurance front-loaded, additional HVAC repair costs incurred
On par overall

(10) 8800's Administration high due to legal/consulting services and most of audit paid
8840 Strategic Plan and Ben/Comp study included here

Page 4-5 | 100% of Budget Year

1010/9020 Equipment and Furniture: Sound/Mic System Purchased for Founder's Room Meetings

| | | | | |
|----------|-------------------------------------|-----------------|------------|-----------------------------------|
| 200-5978 | <u>Expansion Grants</u> Received | Foundation | \$100,000 | |
| | | Town of Tiburon | \$95,275 | |
| | | TAM & MMWD | \$12,153 | |
| 200-9xxx | <u>Expansion Follow-up Expenses</u> | | (\$72,251) | Additional \$30-to-\$50K expected |
| | | NET EXP Activty | \$135,177 | |

**BELVEDERE TIBURON LIBRARY AGENCY
JUNE 2024 NOTES TO DETAIL BUDGET VS ACTUAL**

Page 4-5 Cash by Fund

Expansion Funds include:

\$50,000 Estimated Payables

In July, \$550,000 was transferred from Non- and lower-interest bearing accounts to Operating Checking to Fund Insurance, MariNET, Northnet, CalPERS UAL, and July Operations
In August, \$250,000 was transferred for August Operations.
This leaves approximately 81% of the Agency's Cash in Wealth Mgmt. Goldman Federal Funds at 8/31/2024.

| TOTAL Cash: | | OPER Reserve: | |
|--------------------|----------------|--|--|
| \$4.77 million | \$3.42 million | at June 30, 2023 | |
| \$1.25 million | \$0.33 million | Low Point November 30, 2023 | |
| \$2.59 million | \$1.84 million | at June 30, 2024 | |
| \$0.9 million | \$0.26 million | Projected Low Point November/December 2024 | |

| Annual Expenditure Budget FY25: | | |
|--|-----------|---|
| \$3.43 million | | |
| Monthly Operational Cost: | | |
| July | \$616,000 | front-loaded Insurance, CalPERS UAL, MariNET, and Subscriptions |
| Thereafter | \$256,000 | Average monthly for remaining 11 months |

REGULAR Meeting
BELVEDERE-TIBURON LIBRARY AGENCY
Belvedere-Tiburon Library, Tiburon, California
June 17, 2024

Roll Call, Present: Treasurer Jeff Slavitz, Niran Amir, Lawrence Drew, Emily Poplawski, Kenneth Weil

Members Absent: Chair Roxanne Richards, Vice Chair Anthony Hooker

Also Present: Crystal Duran, Kristin Johnson, Jane Cooper, Naomi Friedland, Katherine Sutton

CALL TO ORDER: Treasurer Slavitz called the meeting to order at 6:17 pm

OPEN Forum:

Treasurer Slavitz opened the floor to comments or questions from the public. There were none.

STAFF BOARD AND COMMITTEE REPORTS

1. Chair's Report

Vice Chair Slavitz noted outgoing Chair Roxanne Richards' report of accomplishments and thanks in the meeting packet. He added that tonight is the last meeting for Trustees Niran Amir and Lawrence Drew, MD. He recognized and welcomed Katherine Sutton, incoming Reed School District appointed Trustee, in attendance at tonight's meeting.

2. Library Director's Report

Director Duran reported the news that the California State Library has informed the Library of intent to award a Sustainable Libraries grant of \$72,400. This award will enable the Library to progress toward its Sustainable Library Certification. Among planned activities are a co-designed sustainability event creating community connections, meeting room upgrades for virtual and hybrid meeting options. The Library will also promote remote work to ease traffic congestion, add to the Library of things, and bring a group of residents together to inform the process and promote the new resources. A mailer will go out to residents to promote the green/sustainability activities.

Director Duran has been in discussions with Foundation officers to develop an MOU with the Agency to define the roles of each organization and facilitate collaboration in a formalized manner.

Recruitment for a full-time circulation position has closed. The Library is now recruiting for part-time circulation position, and will soon begin recruiting for an accounting technician. The administrative recruitment will be supported by a small local consulting firm to meet the greater challenge of recruiting in this area. Trustee Weil asked whether the list of potential candidates will be screened by the consultants, and what the County's hiring practices are in the administrative area. Director Duran said help from the consultants to flesh out the process is under consideration.

3. Belvedere Tiburon Library Foundation Report

Foundation Treasurer Toni Lee reported that \$64,000 has been received by the foundation from a local trust. The annual fund campaign has raised \$125,000 to date. Foundation members are planning an additional outreach for the annual fund in October. On August 23, the Foundation will host a table at Friday Nights on Main Street in Tiburon to make new connections and build the Foundation database. The Foundation is seeking bids for the improvement of the Children's patio space. One bid for \$17,000 has been received, and additional bids will be solicited. The San Quentin Art Show was a great success, with the opening and documentary film very well attended. The show was also a great public relations event for the library, bringing in new people from the larger community. A new Art Exhibit has been hung, featuring artists' interpretations of buildings and other man-made structures. The Reception for the new exhibit will be on Thursday, June 20.

4. Financial Statements, April 30, 2024

Clerk Johnson reported that, with 91% of the budget year passed, revenues are at about 95% of budget, on par for this time of year. Some Basic and ERAF taxes for April still due from the Town of Tiburon.

Expenditures are at 81% of budget, which is normal for this time of year compared to prior years. Personnel is slightly below budget as staff continue with recruitments. Circulation Materials are at 89% overall, on par. Technology Services are at 66%, Program Services are at 75%, and Building Expenses are at 85%, with some higher post-construction repairs tempered by savings in other areas. Agency Administration is high, at 111%, due to Board-approved spending additions for the Strategic Plan, Staffing, and Compensation consulting studies.

The Agency cash balance projected low point for fall is approximately \$950,000, with operating reserve at about \$350,000.

Treasurer Slavitz said that an Insured Cash Sweep account with Mechanics Bank is under consideration to facilitate a good return while managing FDIC limits.

5. Committee Reports

There were no committee reports.

CONSENT CALENDAR

6/7. Motion to approve the Minutes of May 20, 2024 and the Warrants for the Month of May, 2024 made by Trustee Weil, Seconded by Trustee Amir.

Ayes: All present in favor

Absent: Chair Roxanne Richards, Vice Chair Tony Hooker

Noes: None

Motion Passed.

TRUSTEE CONSIDERATIONS:**8. Consideration of approval of proposed Fiscal Year 2024-2025 Budget with updated Pay Schedule including Y-rated incumbents.**

Trustee Weil asked that the two issues of Budget and Pay Schedule be separated for voting.

Director Duran said that additional tax revenue and the California State Library sustainability grant additional revenue has been added to the budget since the first review. This enabled an increase in expenditures for Computers & Equipment, Public Relations, Adult Programs, and Consulting Services categories, related to the grant. \$47,000 of the sustainability grant was allocated to offset staffing costs. A budget line for institutional memberships has been added to clarify that cost versus other administrative costs.

An Organizational Chart was not included in the packet, but will be posted on the Library Website along with the Approved Budget.

A highlight of the infographic included with the budget shows the Library's per capita spending at \$323 per resident, which is one of the top 5 or 6 rates in the State.

Trustee Poplawski asked why the Mill Valley Library has more programming than Belvedere-Tiburon. Director Duran said that Mill Valley's population is approximately double that of Belvedere-Tiburon, and they also have a higher staff FTE count. Mill Valley also includes online/virtual programs in their calendar count, which Belvedere-Tiburon does not currently offer.

Trustee Drew asked about the Basic Tax increase of 5%. Director Duran said that property values and property sales increase the Basic Tax. The Parcel Tax does not change.

Motion to approve Fiscal Year 2024-2025 Budget, made by Trustee Weil, Seconded Trustee Drew**ROLL CALL VOTE:**

Ayes: Treasurer Jeff Slavitz, Niran Amir, Lawrence Drew, Emily Poplawski, Kenneth Weil

Absent: Chair Roxanne Richards, Vice Chair Tony Hooker

Noes: None

Motion Passed.

Consideration of updated Pay Schedule including Y-rated incumbents.

Trustee Weil asked if there is a way to factor in cost-of-living increases to staff members (i.e., the Y-rated employees) who have served our Library for many years and have done a fantastic job. He felt that this was letting these long-serving people down. He said the salaries of the frozen Y-Rated employees are reduced (as the cost of living rises), until they come into conformity with the newly approved schedule. If the salary schedule was set above median this might reduce the impact on Y-Rated employees and provide a more competitive salary schedule.

Director Duran said that another policy to consider is a longevity pay step. With such a policy, 10, 15, or 20-year one-time bonuses could be awarded. The Agency could address the Y-rated employees sooner rather than later with this type of policy.

Director Duran added that the newly adopted salary schedule puts the Agency at the median of the market. If the Agency wanted to be above market, further updating the entire salary schedule could be considered. In addition, benefit increases could be considered.

Treasurer Slavitz said that, in terms of equity, if the Agency wants to be at the median, of the market, that goal should be identified and approved. He suggested that the current schedule be approved, and that discussions could ensue after approval regarding changes and benefits. He stressed the need to be consistently fair to all employees.

Trustee Amir said the Agency could do that through benefits. Trustee Weil added that benefits must be flexible to meet the varied needs of all staff.

Treasurer Slavitz said that the salary schedule is needed now, and the Agency can plan to discuss the benefits soon. Director Duran suggested interviewing staff as to what benefits would be appealing to them, along with an in-depth study as to what is affordable for the Agency and comparable to local agencies. She added that the compensation schedule could also be addressed, i.e. further upgraded. Trustee Weil believes the library needs to define the goals and strategies of our compensation system.

Treasurer Slavitz called for a motion.

Motion to approve Fiscal Year 2024-2025 Salary Schedule with Y-Rated incumbents, made by Trustee Amir, Seconded by Trustee Poplawski

ROLL CALL VOTE:

Ayes: Treasurer Jeff Slavitz, Niran Amir, Lawrence Drew, Emily Poplawski

Abstain: Kenneth Weil

Absent: Chair Roxanne Richards, Vice Chair Tony Hooker

Noes: None

Motion Passed.

9. FIRST REVIEW OF UPDATED EMPLOYEE HANDBOOK

Director Duran said that she used the California Chamber of Commerce template to update the Employee Handbook. Trustee Amir asked about including updated benefits. Director Duran said that updated policies can be added later. Trustee Amir asked that the benefits be set up in a non-taxable way. Director Duran said that benefits such as education can be set up on a reimbursable basis, which would be non-taxable.

Treasurer Slavitz noted that the Handbook was more restrictive with standards of conduct.

Trustee Poplawski asked whether managing more detailed policies will create more work for staff going forward.

Trustee Amir asked about the impact to the Library Budget.

Director Duran noted that the main changes in the handbook that would have a cost were two additional holidays and paid parental leave.

Trustee Amir asked how the additional benefits and changes would be communicated to the staff. She said the handbook seems piecemeal in its current form and suggested not missing an opportunity to communicate the beneficial changes to staff.

Director Duran explained that a separate benefits document exists and is provided to all benefitted employees. She added that she is seeking staff and Agency feedback on the Handbook before final approval, and that there will be a staff training specific to the Handbook.

Trustee Weil suggested including an organizational chart and salary schedule in the Employee Handbook.

Director Duran said that legal counsel suggested updating the Handbook annually in conjunction with the salary schedule.

Trustee Weill asked whether additional holidays would be in conflict with public service, as holidays allow working people time to visit the Library. He suggested comparing Agency Holidays to local and state agencies.

Director Duran said that the proposed list in the Handbook is based on the State of California. Individual agencies are free to adopt the holidays of their choice. Trustee Weil stated he believes the State and our library have the same number of holidays.

Trustee Amir asked how many days per year the library is closed to the public in comparison to other local agencies.

Trustee Weil stated that the 4 additional floating holidays allow employees to choose time off on holidays not offered by the library.

The Trustees concluded that issues to address before approval of the Handbook should include benefits, the organizational chart, and holidays.

10. CONSIDERATION OF RESOLUTION NO 300-2024 IN GRATEFUL APPRECIATION TO TRUSTEE NIRAN AMIR

Motion to approve RESOLUTION 300-2024, made by Trustee Drew, Seconded by Trustee Weil

ROLL CALL VOTE:

Ayes: Treasurer Jeff Slavitz, Niran Amir, Lawrence Drew, Emily Poplawski, Kenneth Weil

Absent: Chair Roxanne Richards, Vice Chair Tony Hooker

Noes: None

Motion Passed.

11. CONSIDERATION OF RESOLUTION 301-2024 IN GRATEFUL APPRECIATION TO TRUSTEE LAWRENCE DREW, MD.

Motion to approve RESOLUTION 301-2024, made by Trustee Amir, Seconded by Trustee Poplawski

ROLL CALL VOTE:

Ayes: Treasurer Jeff Slavitz, Niran Amir, Lawrence Drew, Emily Poplawski, Kenneth Weil

Absent: Chair Roxanne Richards, Vice Chair Tony Hooker

Noes: None

Motion Passed.

12. Schedule of 2024 Meeting Dates

The next Regular BTLA meeting is scheduled for August 19, with no meeting in July.

Treasurer Slavitz adjourned the meeting at 7:35 pm.

Respectfully Submitted,

Kristin M. Johnson, Clerk of the Belvedere-Tiburon Library Agency Board

BELVEDERE TIBURON LIBRARY AGENCY
WARRANTS - JUNE 2024

| Check Date | Check Number | Payee | Fund Code | GL Code | GL Title | Expenses | Check Total |
|---|--------------|--|-----------|------------------|---------------------------------------|----------------------|----------------------|
| OPERATING EFT'S | | | | | | | |
| 6/3/2024 | EFT | CalPERS Retirement CLASSIC MAY | 100 | 7100 | CalPERS Retirement Benefit | \$ 10,252.42 | \$ 10,252.42 |
| | EFT | CalPERS Retirement PEPRA MAY | 100 | 7100 | CalPERS Retirement Benefit | \$ 7,184.11 | \$ 7,184.11 |
| | EFT | CalPERS Health EMPLOYEE JUNE | 100 | 7110 | CalPERS Insurance Benefit | \$ 18,020.46 | \$ 18,020.46 |
| | EFT | CalPERS Health OPEB JUNE | 100 | 7115 | OPEB Insurance Benefit | \$ 785.00 | \$ 785.00 |
| 6/1/2024 | ACH | Mechanics Credit Card | 100 | Various | Library Programs, Supplies, Equipment | \$ 10,679.62 | \$ 10,679.62 |
| 6/3/2024 | ACH | Lincoln Life | 100 | 7110 | Insurance Benefit | \$ 121.70 | \$ 121.70 |
| 6/14/2024 | ACH | ADP Payroll | 100 | Various | Library Wages & Payroll Taxes | \$ 57,124.51 | \$ 57,124.51 |
| 6/18/2024 | ACH | Connect Your Care (COBRA Marin County) | 100 | 7110 | Insurance Benefit | \$ 4.81 | \$ 4.81 |
| 6/19/2024 | ACH | ADP Payroll Montly Fee | 100 | 8830 | Accounting | \$ 238.00 | \$ 238.00 |
| 6/19/2024 | ACH | ADP Social Security Retro Adjustment | 100 | 8830 | Accounting | \$ 2,150.62 | \$ 2,150.62 |
| | EFT | Amazon Invoice Payment | 100 | Various | Library Programs, Supplies, Equipment | \$ 3,756.98 | \$ 3,756.98 |
| 6/23/2024 | EFT | Delta Dental JULY | 100 | 7110 | Insurance Benefit | \$ 1,146.80 | \$ 1,146.80 |
| 6/27/2024 | ACH | Mechanics Credit Card | 100 | Various | Library Programs, Supplies, Equipment | \$ 20,983.60 | \$ 20,983.60 |
| | Various | Square Credit Card Fees | 100 | 8815 | Credit Card Sales Fees | \$ 6.22 | \$ 6.22 |
| 6/30/2024 | ACH | ADP Payroll | 100 | Various | Library Wages & Payroll Taxes | \$ 57,403.06 | \$ 57,403.06 |
| | | | | JUNE | TOTAL EFT / ACH | \$ 189,857.91 | \$ 189,857.91 |
| OPERATING HAND CHECKS | | | | | | | |
| 6/20/2024 | 000612 | Diana Marie Estey | 100 | 8240 | Adult Programs | \$ 350.00 | \$ 350.00 |
| 6/27/2024 | 000613 | Burkell Plumbing | 100 | 8430 | Building Maintenance | \$ 1,269.00 | \$ 1,269.00 |
| | | | | JUNE | TOTAL HAND CHECKS | \$ 1,619.00 | \$ 1,619.00 |
| OPERATING ACCOUNTS PAYABLE BATCHES | | | | | | | |
| 6/17/2024 | 102258 | A&P Moving | 100 | 8430 | Building Maintenance | \$ 100.00 | \$ 100.00 |
| 6/17/2024 | 102259 | ACV Argo Tiburon | 100 | 8491 | Parking | \$ 1,560.00 | \$ 1,560.00 |
| 6/17/2024 | 102260 | Anne Beckmann Lost Book Refund | 100 | 5040 | Book Fines and Reseves | \$ 15.80 | \$ 15.80 |
| 6/17/2024 | 102261 | Blackstone Publishing | 100 | 7601 | Books and Other Materials | \$ 240.00 | \$ 240.00 |
| 6/17/2024 | 102262 | Brodart Co. | 100 | 7601 | Books and Other Materials | \$ 321.76 | |
| | | Brodart Co. | 100 | 7602 | Vendor Processing Costs | \$ 36.08 | \$ 357.84 |
| 6/17/2024 | 102263 | Burkell Plumbing | 100 | 8430 | Building Maintenance | \$ 300.00 | \$ 300.00 |
| 6/17/2024 | 102264 | Envisionware | 100 | 1300 | Prepaid Expenses (FY25) | \$ 119.44 | \$ 119.44 |
| 6/17/2024 | 102265 | Ingram Library Services | 100 | 7601 | Books and Other Materials | \$ 10,293.62 | |
| | | Ingram Library Services | 100 | 7602 | Vendor Processing Costs | \$ 693.15 | \$ 10,986.77 |
| 6/17/2024 | 102266 | Library Ideas | 100 | 7606 | Digital Resources & Content | \$ 14.50 | \$ 14.50 |
| 6/17/2024 | 102267 | Linda Bennett Reimbursement | 100 | 8240 | Adult Programs | \$ 65.17 | \$ 65.17 |
| 6/17/2024 | 102268 | Marin IT, Inc. | 100 | 8070 | IT Infrastructure | \$ 697.50 | |
| | | Marin IT, Inc. | 100 | 8040 | Technical Support | \$ 3,366.00 | \$ 4,063.50 |
| 6/17/2024 | 102269 | Mission Square Retirement | 100 | 2040 | Deferred Comp Deductions | \$ 1,900.00 | \$ 1,900.00 |
| 6/17/2024 | 102270 | Motion Picture Licensing | 100 | 1300 | Prepaid Expenses (FY25) | \$ 229.74 | \$ 229.74 |
| 6/17/2024 | 102271 | Project 6 Designs | 100 | 8071 | Website Maintenance | \$ 2,511.30 | \$ 2,511.30 |
| 6/17/2024 | 102272 | Redwood Building Maintenance | 100 | 8450 | Janitorial Expense | \$ 4,437.00 | \$ 4,437.00 |
| 6/17/2024 | 102273 | Redwood Security | 100 | 8492 | Maintenance Contracts | \$ 318.00 | \$ 318.00 |
| 6/17/2024 | 102274 | Tina Wolk Reimbursement | 100 | 8250 | Children's Programs | \$ 343.58 | \$ 343.58 |
| 6/17/2024 | 102275 | TPX Communications | 100 | 8260 | Telephone | \$ 1,243.48 | \$ 1,243.48 |
| 6/17/2024 | 102276 | Transbay Security | 100 | 8430 | Building Maintenance | \$ 135.00 | \$ 135.00 |
| 6/17/2024 | 102277 | Vestis (Aramark) | 100 | 8492 | Maintenance Contracts | \$ 106.92 | \$ 106.92 |
| | | | | 6/17/2024 | ACCOUNTS PAYABLE BATCH | \$ 29,048.04 | \$ 29,048.04 |
| 6/28/2024 | 102278 | CINTAS | 100 | 8230 | Office Supplies | \$ 7.84 | \$ 7.84 |
| 6/28/2024 | 102279 | Demco, Inc. | 100 | 7603 | Supplies for Processing | \$ 70.29 | \$ 70.29 |
| 6/28/2024 | 102280 | Envisionware | 100 | 8070 | IT Infrastructure | \$ 523.00 | \$ 523.00 |
| 6/28/2024 | 102281 | Marin Water | 100 | 8500 | Water | \$ 756.09 | \$ 756.09 |
| 6/28/2024 | 102282 | Maze & Associates | 100 | 8835 | Auditing | \$ 9,750.00 | \$ 9,750.00 |
| 6/28/2024 | 102283 | Mill Valley Refuse | 100 | 8480 | Trash | \$ 276.07 | \$ 276.07 |
| 6/28/2024 | 102284 | Mission Square Retirement | 100 | 2040 | Deferred Comp Deductions | \$ 1,900.00 | \$ 1,900.00 |
| 6/28/2024 | 102285 | Natasha Kaluza | 100 | 1300 | Prepaid Expenses | \$ 650.00 | \$ 650.00 |
| 6/28/2024 | 102286 | Option Click Consulting | 100 | 8290 | Technology Training Program | \$ 200.00 | \$ 200.00 |
| 6/28/2024 | 102287 | PG&E | 100 | 8493 | EV Public Charging Stations | \$ 861.29 | \$ 861.29 |
| 6/28/2024 | 102288 | Perry Yan | 100 | 1300 | Prepaid Expenses | \$ 400.00 | \$ 400.00 |
| 6/28/2024 | 102289 | Regional Government Services | 100 | 8840 | Legal & Consulting Services | \$ 3,349.50 | \$ 3,349.50 |
| 6/28/2024 | 102290 | RWG Law | 100 | 8840 | Legal & Consulting Services | \$ 6,185.00 | \$ 6,185.00 |
| 6/28/2024 | 102291 | The Ark Newspaper | 100 | 8225 | Public Relations | \$ 313.00 | \$ 313.00 |
| 6/28/2024 | 102292 | The Fratello Marionettes | 100 | 1300 | Prepaid Expenses | \$ 425.00 | \$ 425.00 |
| 6/28/2024 | 102293 | US Bank Equipment finance | 100 | 8210 | Copier Expense | \$ 1,209.19 | \$ 1,209.19 |
| | | | | 6/28/2024 | ACCOUNTS PAYABLE BATCH | \$ 26,876.27 | \$ 26,876.27 |
| | | | | JUNE | TOTAL ACCOUNTS PAYABLE BATCHES | \$ 55,924.31 | \$ 55,924.31 |
| | | | | JUNE | TOTAL WARRANTS | \$ 247,401.22 | \$ 247,401.22 |

BELVEDERE TIBURON LIBRARY AGENCY
WARRANTS - JULY 2024

| Check Date | Check Number | Payee | Fund Code | GL Code | GL Title | Expenses | Check Total |
|---|--------------|--|-----------|------------------|---------------------------------------|----------------------|----------------------|
| OPERATING EFT'S | | | | | | | |
| 7/1/2024 | | PG&E | 100 | 8490 | | \$ 6,501.89 | \$ 6,501.89 |
| 7/3/2024 | EFT | CalPERS UAL Annual Payment CLASSIC | 100 | 7100 | | \$ 132,905.00 | \$ 132,905.00 |
| | EFT | CalPERS UAL Annual Payment PEPRA | 100 | 7100 | | \$ 1,578.00 | \$ 1,578.00 |
| | EFT | CalPERS Retirement CLASSIC JUNE FY24 | 100 | 2030 | FY24 A/P CalPERS Retirement Benefit | \$ 10,129.65 | \$ 10,129.65 |
| | EFT | CalPERS Retirement PEPRA JUNE FY24 | 100 | 2030 | FY24 A/P CalPERS Retirement Benefit | \$ 7,534.87 | \$ 7,534.87 |
| | EFT | CalPERS Health EMPLOYEE JULY | 100 | 7110 | CalPERS Insurance Benefit | \$ 18,020.46 | \$ 18,020.46 |
| | EFT | CalPERS Health OPEB JULY | 100 | 7115 | OPEB Insurance Benefit | \$ 785.00 | \$ 785.00 |
| 7/1/2024 | ACH | Mechanics Credit Card | 100 | Various | Library Programs, Supplies, Equipment | \$ - | \$ - |
| 7/3/2024 | ACH | Lincoln Life | 100 | 7110 | Insurance Benefit | \$ 121.70 | \$ 121.70 |
| 7/10/2024 | ACH | Reliance Matrix LTD (COB) June | 100 | 7110 | Insurance Benefit | \$ 520.22 | \$ 520.22 |
| 7/14/2024 | ACH | ADP Payroll | 100 | Various | Library Wages & Payroll Taxes | \$ 60,381.24 | \$ 60,381.24 |
| 7/19/2024 | ACH | Reliance Matrix LTD (COB) July | 100 | 7110 | Insurance Benefit | \$ 520.22 | \$ 520.22 |
| 7/19/2024 | ACH | Connect Your Care (COBRA Marin County) | 100 | 7110 | Insurance Benefit | \$ 4.81 | \$ 4.81 |
| 7/26/2024 | ACH | ADP Payroll Montly Fee | 100 | 8830 | Accounting | \$ 564.68 | \$ 564.68 |
| 7/19/2024 | EFT | Amazon Invoice Payment | 100 | Various | Library Programs, Supplies, Equipment | \$ 1,148.31 | \$ 1,148.31 |
| 7/19/2024 | EFT | Delta Dental AUGUST | 100 | 7110 | Insurance Benefit | \$ 1,146.80 | \$ 1,146.80 |
| 7/26/2024 | EFT | Pitney Bowes | 100 | 8220 | Postage | \$ 745.50 | \$ 745.50 |
| 7/31/2024 | ACH | PG&E | 100 | 8490 | | \$ 7,835.24 | \$ 7,835.24 |
| 7/31/2024 | ACH | ADP Payroll | 100 | Various | Library Wages & Payroll Taxes | \$ 61,424.26 | \$ 61,424.26 |
| | | | | JULY | TOTAL EFT / ACH | \$ 311,867.85 | \$ 311,867.85 |
| OPERATING HAND CHECKS | | | | | | | |
| 7/9/2024 | 000614 | SDRMA | 100 | 8410 | Property & Liability Insurance | \$ 125,748.83 | |
| | | SDRMA | 100 | 7125 | Employment Practices Insurance | \$ 5,400.00 | \$ 131,148.83 |
| 7/9/2024 | 000615 | SDRMA | 100 | 7120 | Worker's Comp Insurance | \$ 8,628.40 | \$ 8,628.40 |
| 7/9/2024 | 000616 | Marinet | 100 | 7607 | Consortium Costs | \$ 104,925.44 | \$ 104,925.44 |
| 7/9/2024 | 000617 | Northnet | 100 | 7607 | Consortium Costs | \$ 2,177.00 | \$ 2,177.00 |
| 7/17/2024 | 000618 | Amy Leenhouts (Lost Book Refund) | 100 | 5040 | Fines & Fees | \$ 14.99 | \$ 14.99 |
| 7/18/2024 | 000619 | Option Click Consulting | 100 | 8290 | Technology Training | \$ 200.00 | \$ 200.00 |
| 7/19/2024 | 000620 | SMS Productions | 100 | 8240 | Adult Programs | \$ 1,983.50 | \$ 1,983.50 |
| | | | | JULY | TOTAL HAND CHECKS | \$ 249,078.16 | \$ 249,078.16 |
| OPERATING ACCOUNTS PAYABLE BATCHES | | | | | | | |
| 7/17/2024 | 102294 | A&P Moving | 100 | 8430 | Building Maintenance Incidental | \$ 100.00 | \$ 100.00 |
| 7/17/2024 | 102295 | CALIFA Ggroup | 100 | 8240 | Adult Programs | \$ 1,070.00 | \$ 1,070.00 |
| 7/17/2024 | 102296 | CCH Corporation | 100 | 7601 | Books and other Materials | \$ 350.42 | \$ 350.42 |
| 7/17/2024 | 102297 | COMMUNICO | 100 | 8070 | IT Infrastructure | \$ 6,250.00 | \$ 6,250.00 |
| 7/17/2024 | 102298 | DRUMM | 100 | 8250 | Children's Programs | \$ 500.00 | \$ 500.00 |
| 7/17/2024 | 102299 | EBSCO Industries | 100 | 7606 | Digital Content | \$ 4,466.00 | \$ 4,466.00 |
| 7/17/2024 | 102300 | Ingram Library Services | 100 | 7601 | Books and other Materials | \$ 4,283.95 | |
| | | Ingram Library Services | 100 | 7602 | Processing Costs & Fees | \$ 293.20 | \$ 4,577.15 |
| 7/17/2024 | 102301 | Marin IT, Inc. | 100 | 8070 | IT Infrastructure | \$ 697.50 | |
| | | Marin IT, Inc. | 100 | 8040 | Technical Support | \$ 3,366.00 | \$ 4,063.50 |
| 7/17/2024 | 102302 | Mill Valley Refuse | 100 | 8480 | Trash | \$ 572.98 | \$ 572.98 |
| 7/17/2024 | 102303 | Mission Square Retirement | 100 | 2040 | Deferred Comp Deductions | \$ 3,800.00 | \$ 3,800.00 |
| 7/17/2024 | 102304 | Muchmore Consulting | 100 | 8840 | Legal & Consulting Services | \$ 1,434.10 | \$ 1,434.10 |
| 7/17/2024 | 102305 | NBS | 310 | 8920 | Bond Fiscal Agent Fees | \$ 2,675.81 | \$ 2,675.81 |
| 7/17/2024 | 102306 | Northnet Library Services | 100 | 7607 | Consortium Costs | \$ 3,732.00 | \$ 3,732.00 |
| 7/17/2024 | 102307 | OCLC, Inc. | 100 | 8070 | IT Infrastructure | \$ 2,716.74 | \$ 2,716.74 |
| 7/17/2024 | 102308 | Option Click Consulting | 100 | 8290 | Technolgy Training Program | \$ 200.00 | \$ 200.00 |
| 7/17/2024 | 102309 | PCD Audio | 100 | 8270 | A/V Equipment & Peripherals | \$ 3,513.52 | \$ 3,513.52 |
| 7/17/2024 | 102310 | Rebecca J. Nile | 100 | 8250 | Children's Programs | \$ 355.00 | \$ 355.00 |
| 7/17/2024 | 102311 | Redwood Building Maintenance | 100 | 8450 | Janitorial Expense | \$ 4,437.00 | |
| | | Redwood Building Maintenance | 100 | 8460 | Custodial Supplies | \$ 192.65 | \$ 4,629.65 |
| 7/17/2024 | 102312 | Regional Government Services | 100 | 8840 | Legal & Consulting Services | \$ 225.00 | \$ 225.00 |
| 7/17/2024 | 102313 | RWG Law | 100 | 8840 | Legal & Consulting Services | \$ 5,435.70 | \$ 5,435.70 |
| 7/17/2024 | 102314 | SMS Productions | 100 | 8240 | Adult Programs | \$ 1,983.50 | \$ 1,983.50 |
| 7/17/2024 | 102315 | Terminix | 100 | 8492 | Building Maintenance Contracts | \$ 118.00 | \$ 118.00 |
| 7/17/2024 | 102316 | TPX Communications | 100 | 8260 | Telephone | \$ 1,261.22 | \$ 1,261.22 |
| 7/17/2024 | 102317 | USBANK Equipment Finance | 100 | 8210 | Copier Expense | \$ 1,209.19 | \$ 1,209.19 |
| 7/17/2024 | 102318 | WT COX Information Services | 100 | 7601 | Books and other Materials | \$ 47.63 | \$ 47.63 |
| | | | | 7/17/2024 | ACCOUNTS PAYABLE BATCH | \$ 55,287.11 | \$ 55,287.11 |
| | | | | JULY | TOTAL ACCOUNTS PAYABLE BATCHES | \$ 55,287.11 | \$ 55,287.11 |
| | | | | JULY | TOTAL WARRANTS | \$ 616,233.12 | \$ 616,233.12 |

RESOLUTION NO. 249-2018

RESOLUTION OF THE BOARD OF TRUSTEES OF THE
BELVEDERE-TIBURON LIBRARY AGENCY
REPEALING RESOLUTION NO. 207-2014
AND AMENDING THE LIBRARY'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act of 1974, Government Code Sections 81000, et seq., requires every state or local government agency to adopt and promulgate a conflict of interest code; and

WHEREAS, in 2006 the Belvedere-Tiburon Library Agency adopted Resolution No. 167-2006 which incorporated by reference the Fair Political Practices Commission's ("FPPC") model Conflict of Interest Code ("Code") under Title 2, Division 6, Section 18730 of the California Code of Regulations, and approved a list of designated employees and disclosure categories; and

WHEREAS, Section 87302 of the California Government Code requires the Belvedere-Tiburon Library Agency to designate other positions within its Agency that are required to file disclosure statements; and

WHEREAS, pursuant to the 2018 Biennial Review of the Belvedere-Tiburon Library Agency's Conflict of interest Code it is appropriate to amend the Conflict of Interest Code to update its designated positions.

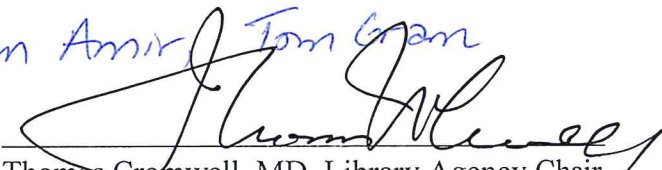
NOW, THEREFORE, the Belvedere-Tiburon Library Agency RESOLVES as follows:

1. Resolution No. 207-2014 is hereby repealed;
2. The FPPC's Model Conflict of Interest Code as set forth in Section 18730 and any amendments thereto duly adopted by the FPPC, shall be incorporated by reference as the Belvedere-Tiburon Library Agency's Conflict of Interest Code;
3. Appendix A attached to this resolution, in which officers and employees are designated and disclosure categories are set forth, is hereby incorporated into the Belvedere-Tiburon Library Agency's Conflict of Interest Code;
4. Pursuant to Section 18753(d) of the Code all individuals in positions identified as managing public investments on behalf of the Belvedere - Tiburon Library Agency shall file their statements with the Clerk of the Board of Directors of the Belvedere-Tiburon Library Agency, who shall make and retain a copy and forward the original to the FPPC, which shall be the filing officer.

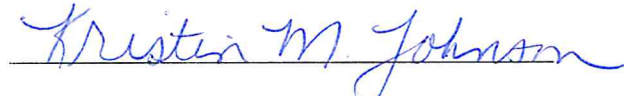
5. Individuals holding designated positions shall file their statement of economic interests with the Clerk of the Board of Directors of the Belvedere-Tiburon Library Agency, who will make the statements available for public inspection and reproduction pursuant to Government Code Section 81008. The Belvedere-Tiburon Library Agency's jurisdiction is wholly within the County of Marin.

I CERTIFY that the foregoing resolution was duly and regularly adopted by the Governing Board of the Belvedere-Tiburon Library Agency, Marin County, California, at a regular meeting thereof, held on the 15th day of October, 2018.

| | | |
|---------|-----------|--|
| AYES: | TRUSTEES: | <i>Thomas Cromwell, MD, William Smith, Avery Chope, Jeff Foran, Jeff Slavitz</i> |
| NOES: | TRUSTEES: | <i>None</i> |
| ABSENT: | TRUSTEES: | <i>Miran Amir, Tom Gram</i> |


 Thomas Cromwell, MD, Library Agency Chair

ATTEST:


 Kristin Johnson, Clerk of the Agency Board

APPENDIX A

| <u>Designated Positions</u> | <u>Disclosure Category</u> |
|-----------------------------|----------------------------|
| Legal Counsel | 1 and 2 |
| Consultants* | 1 and 2 |

DISCLOSURE CATEGORIES

Category 1: All investments and business positions in, and sources of income from, business entities (a) located within the jurisdiction of the agency, and (b) of the type which, within the past two years, have contracted with the agency to provide services, supplies, materials, machinery, or equipment.

Category 2: All interests in real property located within the jurisdiction of the agency.

* Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Board may determine in writing that a particular consultant, although a “designated position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements as set forth above. Such written determination shall include a description of consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The Board’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the position(s) listed below manage public investments and will file a Statement of Economic Interest pursuant to Government Code Section 87200. An individual holding one of the positions listed below may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

Library Director
Trustee
Board Member
Treasurer



DATE: August 19, 2024

TO: Library Board of Trustees

FROM: Crystal Duran, Library Director

SUBJECT: Ad Hoc Compensation Committee

In FY23-24, the Library engaged an HR consultant to conduct a comprehensive compensation study and administrative assessment. Following thorough discussions during the May and June 2024 meetings, the Board took significant steps by adopting a revised salary schedule and approving the funding for a full-time Account Technician position. The study also highlighted the need to evaluate our benefit offerings further and to establish formal compensation policies, which the Board agreed should be pursued.

To continue this important work, I respectfully propose that the Board establish an Ad Hoc Compensation Committee. This committee would collaborate with staff to gather additional information, guide compensation policies, and further explore benefit offerings. In accordance with the Brown Act, ad hoc committees are advisory, must report back to the entire Board with their recommendations, and can include up to three Board members. The committee is expected to complete its work and sunset before the end of FY24-25.



DATE: August 19, 2024

TO: Library Board of Trustees

FROM: Crystal Duran, Library Director

SUBJECT: l'Lee Hooker Memorial Garden

During the recent capital campaign, several donors generously contributed funds to honor the late l'Lee Hooker—an artist, photographer, gardener, and beloved community member. Notably, l'Lee was an avid reader, library volunteer, and was recognized nationally by the Garden Club of America for her garden.

The idea for a memorial garden was proposed under the previous library administration in 2020, and in honor of l'Lee, her family and friends contributed \$102,000. The l'Lee Hooker Memorial Garden is envisioned as a living tribute that reflects her love of plants, poetry, and the natural landscape, creating a serene and engaging space for library visitors. The Library Foundation accepted \$75,000 for the garden's naming rights and an additional \$27,000 designated for its planting.

Tony Hooker, l'Lee's husband, took the initiative to engage a landscape architect for the garden's design, focusing on the retention basin area adjacent to the concrete steps and children's patio (as shown in attachment). The garden will feature a variety of seasonal plants that attract birds, butterflies, and other pollinators, enhancing the library's natural surroundings. Artistic elements, such as colorful butterflies and interactive book sculptures, will add visual interest and educational value for children and adults. The garden's design emphasizes using California native and drought-tolerant plants compatible with the existing irrigation system.

In compliance with municipal codes adopted by the City of Belvedere and the Town of Tiburon, which do not require competitive bidding for minor public works projects under \$60,000, the Library's legal counsel advised following local practices over formal bidding. Consequently, staff sought a quote from Gardners Guild Inc., our current landscape maintenance provider. The vendor estimated the total project cost to be \$39,510, including removing existing landscaping, installing new plants according to the design, and maintaining during a five-month establishment period. The vendor also provided a separate estimate for ongoing maintenance beyond the establishment period, amounting to \$255 monthly.

Key Considerations

- **Funding:** The estimated planting cost of \$39,510 exceeds the allocated \$27,000 by \$12,510. The donor has agreed to cover this shortfall with an upfront payment. Additionally, the donor will cover the garden's annual maintenance costs of \$3,060 for five years, after which the library will decide whether to maintain, reduce, or remove the garden. Maintenance costs may increase by 3-5% annually.
- **Gift Policy Compliance:** Per the Library's board-adopted gift policy, all monetary gifts intended for facility improvements must cover the total cost, including planning, design, installation, and related expenses. Donations must be received and acknowledged by the Library Agency before any purchases or construction begin.
- **Contractual Agreement:** The attached contract, drafted by the Library's legal counsel, details the project's terms and conditions. Naming rights are secured for five years and after the five-year maintenance period, the Library will be responsible for maintenance or can remove or reduce plantings.
- **Precedent Setting:** The l'Lee Hooker Memorial Garden is the only capital campaign project that includes additional enhancements to a library area. This project establishes a precedent for future donor-requested enhancements and underscores the need for formal agreements and Board approval for similar initiatives.

Upon approval, the project timeline is estimated to be three weeks, contingent on selecting an appropriate planting period.

Recommended Action

1. Approve entering into the Gift Acceptance Agreement with Tony Hooker for the l'Lee Hooker Memorial Garden.
2. Approve the Library Director to enter into a contract for services with Gardeners Guild, Inc. for the l'Lee Hooker Memorial Garden.

DONATION AND NAMING RIGHTS AGREEMENT

This DONATION AND NAMING RIGHTS AGREEMENT (“**Agreement**”) is entered into this 19th day of August, 2024 (“**Effective Date**”) by and among the Belvedere Tiburon Library Agency (“**Library Agency**”) and Tony Hooker (“**Donor**”) (individually “**Party**” and collectively “**Parties**”).

RECITALS

WHEREAS, Library Agency owns and operates the Belvedere Tiburon Library at 1501 Tiburon Boulevard, Tiburon, CA 94920 (“**Property**”);

WHEREAS, Library Agency and Donor desire to develop a memorial garden (“**Memorial Garden**”) on the Property;

WHEREAS, Donor desires to obtain naming rights for the Memorial Garden in his late wife’s name, I’Lee Hooker;

WHEREAS, an annual payment (“**Annual Payment**”) from Donor to Library Agency is required to facilitate ongoing maintenance of the Memorial Garden;

WHEREAS, the Library Foundation has received \$102,000 in donations for a Memorial Garden as of June 2024; and

WHEREAS, Library Agency and Donor desire to enter into this formal Agreement authorizing the installation, maintenance, and naming rights of the Memorial Garden.

NOW, THEREFORE, in consideration of the mutual promises of the parties as set forth herein, the parties hereto agree as follows:

AGREEMENT

1. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until August 19, 2029, unless this Agreement is terminated earlier pursuant to the provisions hereof.

2. Incorporation of Donor Recognition Policy. The terms of Library Agency’s Donor Recognition Policy (“**Policy**”) dated March 20, 2023 are incorporated by reference into this Agreement.

3. Donation. Subject to the terms and conditions set forth herein, Donor hereby agrees to donate a maximum not-to-exceed amount of One Hundred Thirty-Two Thousand Five Hundred and Ten Dollars (\$132,510) (“**Donation**”) to Library Agency.

4. Use of Donation. The Donation shall be used for the Memorial Garden as follows: (a) Thirty-Nine Thousand Five Hundred and Ten Dollars (\$39,510) for installation during the Installation Period (see Section 5); (b) a maximum not-to-exceed amount of Eighteen Thousand

Dollars (\$18,000) total for maintenance during the Maintenance Period (see Section 6(b)), to be paid via the Annual Payment (see Section 7); and (c) Seventy-Five Thousand Dollars (\$75,000) to obtain naming rights.

5. Maximum Project Budget. The maximum project budget of the Memorial Garden project shall be Thirty-Nine Thousand Five Hundred and Ten Dollars (\$39,510). This figure is for the one-time purchase and installation of plants during the installation period (“**Installation Period**”). The Installation Period shall be limited to five (5) months, upon completion of planting by selected vendor. Any unused funds from the Maximum Project Budget will remain with Library Agency. Library Agency is not responsible for providing any additional funding for the Memorial Garden. If Donor wishes to contribute additional funds for the Memorial Garden, he may do so through the Annual Payment.

6. Library Agency Responsibilities.

- a. Memorial Garden Installation. In consideration for Donor’s \$39,510 Donation, Library Agency shall approve and manage the location, dimensions, design, and installation of the Memorial Garden on the Property, as detailed in Exhibit A. Library Agency has no obligation to make any subsequent changes, whether or not requested by Donor, to the location, dimensions, design, or composition of the Memorial Garden.
- b. Memorial Garden Maintenance. Library Agency shall choose a vendor (“**Vendor**”) to maintain the Memorial Garden for a period of five (5) years (“**Maintenance Period**”) using funds from Donor’s Annual Payment. The five-year Maintenance Period shall start upon completion of planting by selected vendor. After that time, Library Agency may maintain or remove the Memorial Garden at Library Agency’s discretion. Volunteers shall not be responsible for maintenance of the Memorial Garden.
- c. Naming Rights. In consideration for Donor’s \$75,000 Donation, Library Agency shall grant to Donor exclusive naming rights in the Memorial Garden, as detailed in Exhibit B. Per the Policy, the naming rights are granted for a finite period of time. For the Memorial Garden, which is a subunit within the library facility, naming rights will remain in place for ten (10) year period as the. After that time, the naming rights are subject to renewal at Library Agency’s discretion.
- d. Donor Recognition (Plaque). Library Agency shall install a plaque (“**Plaque**”) that recognizes the Donation in, or in the vicinity of, the Memorial Garden, at Library Agency’s discretion. The type of Plaque and exact language on the Plaque shall conform to the Policy and Exhibit B. The Plaque, once installed, may not be modified or removed during the Naming Rights Period. Library Agency agrees and acknowledges that no other donor plaque will be displayed in the Memorial Garden during the Naming Rights Period.

- e. Estimate of Payment. Library Agency will provide Donor an estimate of the Annual Payment due each year by April 1st. This estimate will take into consideration potential cost increases per Section 7(b).
 - f. Invoicing. Library Agency will invoice Donor each year by July 1st for the Annual Payment.
7. Donor Responsibilities.
- a. Annual Payment. Donor shall submit an Annual Payment to Library Agency for the ongoing maintenance of the Memorial Garden. The Annual Payment must be made via check.
 - b. Cost Increases. Library Agency anticipates ongoing maintenance costs to increase between three (3) and five (5) percent annually, subject to Library Agency's contract with Vendor. Donor must pay any such increased costs, as invoiced by Library Agency, as part of Donor's Annual Payments. Such anticipated cost increases are included in the amount budgeted for the Annual Payment.
 - c. Timing of Payment. Donor must submit his Annual Payment within thirty (30) days of receiving Library Agency's invoice.
8. Use and Modification of Memorial Garden.
- a. Use. Library Agency may utilize the Memorial Garden for any educational, recreational, or other use as it would utilize any other library space.
 - b. Modification. Any major change ("**Major Change**") to the Memorial Garden within the Maintenance Period must be agreed to in writing by both Parties. "Major Change" means any change that substantially alters the original design or intent of the Memorial Garden. Otherwise, Library Agency may modify the Memorial Garden at its discretion, at any time, without Donor's prior approval.
9. Addition of Objects to Memorial Garden. No artwork, sculptures, regalia, or other objects may be added to the Memorial Garden without full approval of the Library Agency Board.
10. General Provisions.
- a. Liability. Library Agency shall not be liable to Donor for any damage caused to the Memorial Garden by Library Agency or Vendor in the course of installing or maintaining the Memorial Garden. Library Agency shall not be liable to Donor if any of the plants installed in the Memorial Garden fail to survive and/or must be removed.

- b. Indemnification. To the maximum extent permitted by law, Donor agrees to indemnify, defend, and hold harmless Library Agency, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns, pay attorneys' fees for, and release and hold harmless Library Agency, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns with respect to any and all claims, liabilities, judgments, and legal actions of any kind arising out of or related to this Agreement.
- c. Termination. In the event of a failure of performance by a Party, this Agreement may be terminated by the other Party upon written notice. Should Library Agency conclude that Donor failed to perform any of Donor's responsibilities as set forth herein, Library Agency may continue to maintain or remove the Memorial Garden or Plaque, or to take other actions it deems appropriate with respect to the Memorial Garden or Plaque, at Library Agency's discretion.
- d. Applicable Law; Venue; Legal Fees. This Agreement and all acts and transactions hereunder and all rights and obligations of each of Library Agency, the Donor, and their respective successors will be governed, construed, and interpreted in accordance with the internal laws of the State of California. Any legal proceedings relating directly or indirectly hereto will take place in Marin County, California, and such parties consent to the jurisdiction of the Federal and State courts located therein. If any legal action or other proceeding is brought for the enforcement of this Agreement, including, but not limited to, the enforcement of the Donation, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorneys' fees (at market rates) and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- e. Notices. All notices to be given hereunder will be in writing and will be effective when they are served either personally or by depositing the same in the United States mail, first class postage prepaid, by registered or certified mail addressed as follows:

to Library Agency:

Belvedere Tiburon Library
Attention: Crystal Duran
1501 Tiburon Boulevard
Tiburon, CA 94920
Email: cduran@beltiblibrary.org

to Donor:

Tony Hooker
8 Peninsula Road
Belvedere, CA 94920
ashphoto@yahoo.com

- f. No Third Party Rights. No third Party shall be deemed to have any rights hereunder against either Party as a result of this Agreement.
- g. Assignment. Donor may not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of Library Agency. Any purported assignment without such consent shall be void and without effect.
- h. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their successors and assigns.
- i. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this Agreement shall continue in full force without impairment.
- j. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, representations and understandings, both written and oral. No other agreements that have been entered into between the parties shall, in any way, effect or alter this Agreement.
- k. Amendment. The terms and provisions of this Agreement may not be waived, altered, modified, or amended except in a writing executed by the parties hereto.
- l. Section Headings. Section headings are used herein for convenience only, and shall not be used in any manner to interpret any provision hereof.
- m. No Joint Venture. This Agreement is not intended to create, and shall not be construed as creating, any partnership, joint venture, or other entity between or including Library Agency and/or Donor.
- n. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2024.

DONOR:

Tony Hooker

BELVEDERE TIBURON LIBRARY AGENCY:

Roxanne Richards, Past Chair

BELVEDERE TIBURON LIBRARY AGENCY:

Emily Poplawski, Vice Chair

ATTEST:

Kristin Johnson, Belvedere Tiburon Library Clerk

APPROVED AS TO FORM AND CONTENT:

Lori S. Liu, Richards Watson Gershon Law

EXHIBIT A





This plan and the work shown here are the property of the Landscape Architect and are not to be used or reproduced without written consent.

EXHIBIT A

PLANT_SCHEDULE

| SYMBOL | CODE | BOTANICAL/COMMONNAME | SIZE | SPACING | WUCOLS | NOTES | QTY |
|--------|----------|---|---------|------------|--------|---------------------------------|-----|
| | CER OIL | Cercis canadensis tomentosa / Oklahoma Texas Redbud | 15 gal. | Per Plan | L | | 3 |
| | ACH TER | Achillea millefolium / Tansy / French Common Yarrow | 1 gal. | 2' O.C. | L | | 58 |
| | ANG TOM | Angelica tomentosa / Woolly Angelica or Peridissia Kelloggii or Agriopae uniflora | 1 gal. | 30' O.C. | L | | 4 |
| | ARC REY | Arctostaphylos uva-ursi / Point Reyes Kenilwick | 1 gal. | 2' O.C. | L | | 4 |
| | ASC SPE | Asclepias speciosa / Showy Milkweed | 1 gal. | 4' O.C. | L | | 3 |
| | BOU GRA | Bouteloua gracilis / Blue Grama Grass | 1 gal. | 18" O.C. | L | Transplant existing grasses (8) | |
| | CAR TUM | Carex tumulosa / Foothill Sedge | 1 gal. | 15" O.C. | L | | 57 |
| | CEA CON | Ceanothus x 'Conchita' / Conchita White Lilac | 5 gal. | 6' O.C. | L | | 3 |
| | ECH IM2 | Echinacea x imbricata / Blue Rose Echinacea | 4" | 8" O.C. | L | | 22 |
| | EPY CPP | Epidium californicum / Mann Pink California Fuchsia | 1 gal. | 3' O.C. | L | | 6 |
| | ERI ESS | Eryngon glaucous / White Lights / White Lights Sea-side Daisy | 1 gal. | 20" O.C. | L | | 20 |
| | ERI WAY | Eryngon x 'WY' / WY Hybrid Sea-side Daisy | 1 gal. | 20" O.C. | L | | 33 |
| | HEL FIR | Helianthus angustifolius 'First Light' / First Light Sunflower | 1 gal. | 4' O.C. | M | | 2 |
| | IRI COA | Iris douglasiana 'Piedic Coast Hybrids' / PCH Iris | 1 gal. | 2' O.C. | L | | 10 |
| | MAN LAX | Mandevilla laevis / Chilean Starvine | 1 gal. | 2' O.C. | M | | 2 |
| | MMI CAR | Mimulus cardinalis / Scarlet Monkeyflower | 1 gal. | 3' O.C. | L | | 8 |
| | MYR DWA | Myrica communis 'Compacta' / Dwarf Common Myrtle | 1 gal. | 30" O.C. | L | | 9 |
| | POT ANS | Potentilla anemina / Pacific Silverweed | 1 gal. | 2' O.C. | L | | 10 |
| | RHA BE2 | Rhamnus californica Sawaw Improved / Sawaw Improved Colicberry | 5 gal. | 4' O.C. | L | | 3 |
| | RB FLO | Ribes sanguineum glaberrimum 'Cherone' / Flowering Currant | 1 gal. | 5' O.C. | L | | 1 |
| | SAL MSP | Saxifraga x 'Balsamip' / Myrtle Spines Blue Sage | 1 gal. | 3' O.C. | L | | 9 |
| | SD MAL | Sedum matronae / Chosenstone | 1 gal. | 18" O.C. | L | | 11 |
| | SPH PAP | Sphaeralcea ambigua 'Apricot' / Desert Goldenblossom | 1 gal. | 18" O.C. | L | | 8 |
| | LAY PAL2 | Laya platyglossa / Toy / Tins. Sisyrinchium bellum / Blue Eyed Grass | Seed | One packet | L | NA | 1 |



EXHIBIT A



LANDCULTURE LP
LANDSCAPE ARCHITECTURE
6850 PENNSULA RD., SUITE 200
BELLEVILLE, CA 94705
TEL: (925) 942-5200
EMAIL: land@landculture.com

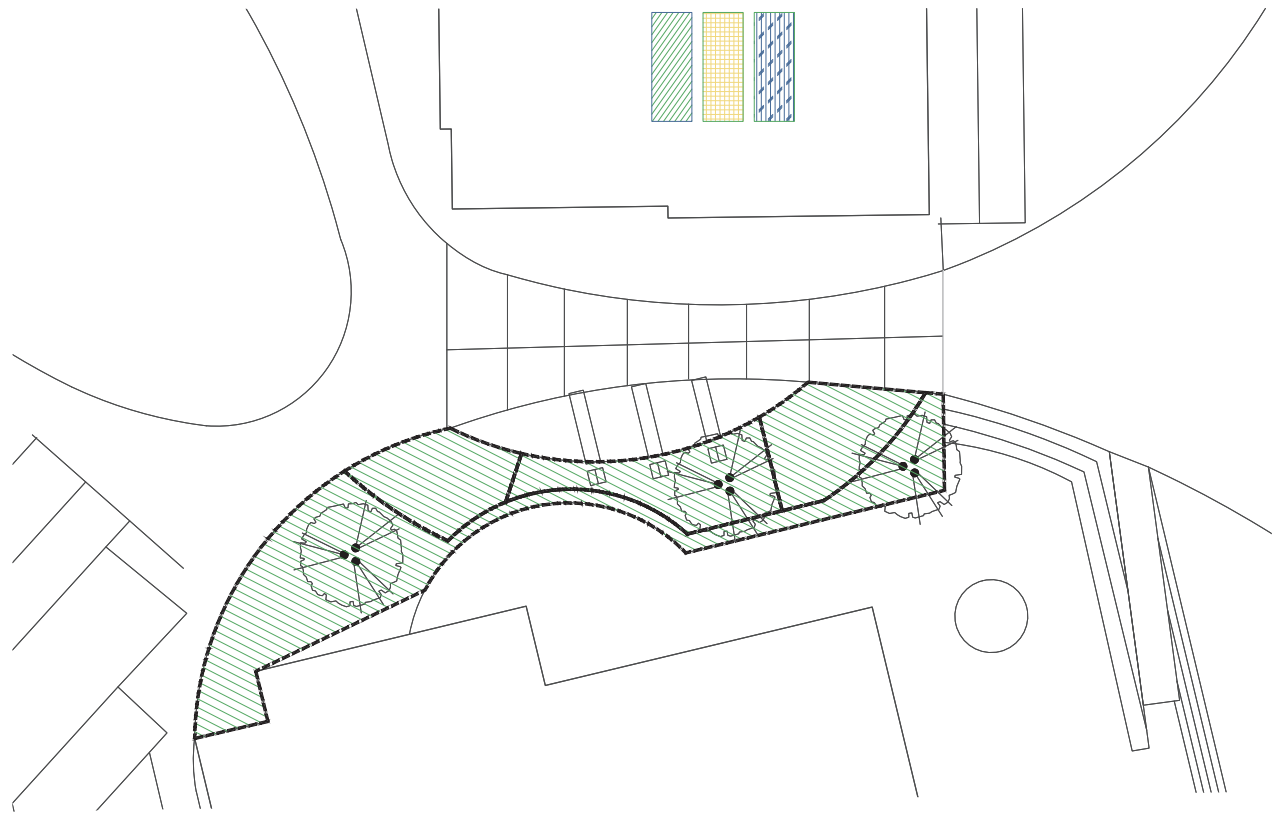


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1 LEE HOOKER MEMORIAL GARDEN
8 PENNSULA RD.
BELLEVILLE CA 94920

SHEET TITLE:
LANDSCAPE
HYDROZONE PLAN

DATE:
APRIL 9, 2024



HYDROZONE INFORMATION TABLE

| WATER USE | ZONE/VALVE | IRRIGATION METHOD | AREA (SQ.FT.) | % OF LANDSCAPE AREA |
|-----------------------------|------------|-------------------|---------------|---------------------|
| LOW WATER USE | N/A | N/A | 1,530 | 100% |
| MEDIUM WATER USE | N/A | N/A | 0 | 0% |
| HIGH WATER USE (SPORT TURF) | N/A | N/A | 0 | 0% |
| TOTAL | N/A | N/A | 1,530 | 100% |

EXHIBIT B**In Memory of****I'Lee Hooker****Artist, Poet, and Master Gardener****On Behalf of Her Friends & Family**



GARDENERS' GUILD

NATURE'S TRUSTED PARTNER SINCE 1972

PROPOSAL AND CONTRACT

Tiburon Library - I'Lee Hooker Memorial Garden

Landscape and Irrigation Installation

Project Name:

Tiburon Library
8 Peninsula Road, Belvedere

Date:

June 10, 2024

Submitted To:

Crystal Duran, Library Director
Tiburon Library
8 Peninsula Road
Belvedere, CA 94920
(415) 789-2656
cduran@beltlibrary.org

Submitted By:

Kip Matthews
Gardeners' Guild Inc.
2780 Goodrick Ave.
Richmond, CA 94801
(510) 439-3711
kmatthews@gardenersguild.com

SCOPE OF WORK:

Landscape And irrigation renovation to as per plans by Landculture Landscape Architects, dated 4-9-24 and 5-28-24, sheets L-0.0, L-1.0, L-1.1, L-2.0, L-2.1, L-3.0, L-3.1,L-3.2, C-4.0 as per Scope of Work described below. **INCLUDES PREVAILING WAGE RATES.**

All of the above work to be completed for the sum of:

thirty seven thousand nine hundred ten dollars and 00/100

\$ 37,910

Any alterations or deviations from the above involving the extra cost of material or labor, will be executed only on written orders for the same and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

ARBITRATION OF DISPUTES: Any dispute or claim arising from this Proposal and Contract or any resulting transaction shall be decided by neutral, binding arbitration in accordance with the rules of The American Arbitration Association and not by court action (except the filing and enforcement of mechanics liens). Both parties agree to waive their judicial rights to discovery and appeal.

Terms of payment shall be as follows: Invoices due net 10 days.
This proposal is void if not accepted within 30 days.

Respectfully submitted,

Authorized Signature
Gardeners' Guild, Inc.

Printed Name

Date

ACCEPTANCE

You are hereby authorized to furnish all materials and labor to complete the work mentioned in the above proposal for which we agree to pay the amount mentioned in the said proposal and in accordance with the terms thereof.

Authorized Signature
Client Name

Printed Name

Date

NOTICE: Under the Mechanics' Lien Law, "any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has the rights to enforce a lien against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

EXHIBIT A
Tiburon Library
LANDSCAPE AND IRRIGATION INSTALLATION

SCOPE OF WORK:

Landscape And irrigation renovation to as per plans by Landculture Landscape Architects, dated 4-9-24 and 5-28-24, sheets L-0.0, L-1.0, L-1.1, L-2.0, L-2.1, L-3.0, L-3.1,L-3.2, C-4.0 as per Scope of Work described below. INCLUDES PREVAILING WAGE RATES.

DETAILED BREAKDOWN OF SCOPE & PRICING

| LANDSCAPE CATEGORY - ITEM | QUANTITY | UNIT COST | TOTAL |
|---|----------|-----------|------------------|
| 1 Demo/Transplant - <ul style="list-style-type: none"> • Remove and off haul approx. (140) existing plants as directed. • Transplant approx. (93) existing grasses as directed. <p>NOTES: Transplanted material to be excavated and replanted in new location at same time, to reduce potential decline and/or loss. LA to be available for layout. Warranty and/or guarantee for transplanted material is excluded.</p> <hr/> <p>Includes General Requirements.</p> | 1 | \$ | 6,638 |
| 2 Soil Amendment / Site grading (approx. 1,675 s.f. total) - <ul style="list-style-type: none"> • Provide approx. (5) c.y.'s amended fill soil to fill void/displacement of soil from plant removal. • Provide and spread approx. (8) c.y.'s compost to planting areas to 2" depth, lightly work into existing soil with hand tools - no tiller, light raking to re-establish final grades - (approx. (1,225) s.f. • Provide approx. (2) c.y.'s bio-retention soil mix to fill areas of soil displacement during demo/removal phase in bio-retention planting areas. lightly work into existing soil with hand tools - no tiller, as required - approx. (450) s.f. <p>NOTES: Excludes soil tests.</p> <hr/> <p>Includes General Requirements.</p> | 1 | \$ | 6,977 |
| 3 Irrigation - <ul style="list-style-type: none"> • Extend existing drip tubing and add emitters to all new and transplanted material. <p>NOTES: Allowance for additional drip tubing and emitters.</p> <hr/> <p>Excludes replacement of spray heads in bio-retention planting areas.</p> <hr/> <p>Includes General Requirements.</p> | 1 | \$ | 6,459 |
| 4 Mulch (approx. 1,125 s.f. total) - <ul style="list-style-type: none"> • Provide and spread approx. (12) c.y.'s mulch to planting areas to 3" depth - approx. (1,225) s.f. • Provide approx. (2) c.y.'s compost to new seeded areas in bio-retention planting areas to 1" depth - approx. (450) s.f. <p>NOTES: Includes General Requirements.</p> | 1 | \$ | 4,277 |
| LANDSCAPE CATEGORY - Total | | | \$ 24,350 |

| PLANTING CATEGORY - ITEM | | QUANTITY | SIZE | UNIT COST | TOTAL |
|----------------------------------|---|----------|------|-----------|------------------|
| 1 | Planting Material (as per plans) - | | | | |
| | • Cercis canadensis texensis 'Oklahoma' | 3 | 15 | \$ 225 | \$ 676 |
| | • Achillea millefolium 'Terra Cotta' | 58 | 1 | \$ 31 | \$ 1,785 |
| | • Angelica tomentosa / Woolly Angelica, or Perideridia Kelloggii, or | | | | |
| | • Agistache urticifolia | 4 | 1 | \$ 31 | \$ 123 |
| | • Arctostaphylos uva-ursi 'Point Reyes' | 4 | 1 | \$ 31 | \$ 123 |
| | • Asclepias speciosa | 3 | 1 | \$ 31 | \$ 92 |
| | • Carex tumulicola | 57 | 1 | \$ 31 | \$ 1,754 |
| | • Ceanothus x 'Concha' | 3 | 5 | \$ 73 | \$ 218 |
| | • Echeveria x imbricata | 22 | 4" | \$ 19 | \$ 420 |
| | • Epilobium canum 'Marin Pink' | 6 | 1 | \$ 31 | \$ 185 |
| | • Erigeron glaucus 'White Lights' | 20 | 1 | \$ 31 | \$ 615 |
| | • Erigeron x 'WR' | 33 | 1 | \$ 31 | \$ 1,015 |
| | • Helianthus angustifolius 'First Light' | 2 | 1 | \$ 31 | \$ 62 |
| | • Iris douglasiana 'Pacific Coast Hybrids' | 10 | 1 | \$ 31 | \$ 308 |
| | • Mandevilla laxa | 2 | 1 | \$ 31 | \$ 62 |
| | • Mimulus cardinalis | 8 | 1 | \$ 31 | \$ 246 |
| | • Myrtus communis 'Compacta' | 9 | 1 | \$ 31 | \$ 277 |
| | • Potentilla anserina | 10 | 1 | \$ 31 | \$ 308 |
| | • Rhamnus californica 'Seaview Improved' | 3 | 1 | \$ 31 | \$ 92 |
| | • Ribes sanguineum glutinosum 'Claremont' | 1 | 1 | \$ 31 | \$ 31 |
| | • Salvia x 'Balsalmisp' | 9 | 1 | \$ 31 | \$ 277 |
| | • Sidalcea malviflora | 11 | 1 | \$ 31 | \$ 338 |
| | • Sphaeralcea ambigua 'Apricot' / Desert Globemallow | 8 | 1 | \$ 31 | \$ 246 |
| | • Layia platyglossa / Tidy Tips, Sisyrinchium bellum / Blue Eyed Grass Seed | | | | |
| | • One packet | 1 | ls | \$ 375 | \$ 375 |
| | | | | | \$ - |
| | NOTES - <u>Includes General Requirements, plant deliveries, staging, layout.</u> | 1 | ls | \$ 1,755 | \$ 1,755 |
| PLANTING CATEGORY - Total | | | | | \$ 11,383 |

| ESTABLISHMENT MAINTENANCE - ITEM | | QUANTITY | UNIT COST | TOTAL |
|--|--|----------|-----------|-----------------|
| 1 | Establishment Maintenance - (5-month maintenance period) | 1 | Lump sum | \$ 2,177 |
| | NOTES - _____ _____ | | | |
| ESTABLISHMENT MAINTENANCE - Total | | | | \$ 2,177 |

PROJECT GRAND TOTAL \$37,910

EXHIBIT B
GARDENERS' GUILD, INC.
Tiburon Library
Landscape & Irrigation Installation
Additional Information

A. GENERAL CONDITIONS

- 1 USA underground to visit the site prior to work beginning to mark all utilities.
- 2 The owner will clearly identify boundaries of the property, shall provide surveys of the property describing physical characteristics, legal limitations and utility locations and/or cause the property to be staked if reasonably requested by the Contractor. The owner is obligated to provide notice of all concealed conditions, and shall provide and pay for water and electricity to the property.
- 3 If conditions are encountered on the site which are subsurface or otherwise concealed physical conditions which differ materially from those contemplated, or physical conditions of an unusual nature are encountered and cause a furtherance to the Contractor in time or materials, the Contractor will be entitled to an equitable adjustment in the contract price, an extension of the completion date, or both, by change order. Furthermore, the Contractor will not be held responsible for any damage to the following - Underground Irrigation Components; Television Cable; Phone Cable; Low Voltage Cable; Underground Water Tanks/Septic Tanks or any buried utilities and/or devices not installed in accordance with local building codes or common practices, or not located and marked per standard USA Underground procedures.
- 4 Contractor is not responsible for damage to existing pavement and surfaces resulting from equipment use, including crane work and/or excavation if reasonable precautions were discussed and taken prior to. For overstructure work, owner responsible to provide reasonable assurance of the integrity of any new or existing waterproofing membranes or other systems prior.
- 5 Owner is responsible to provide on-going and continuous access to all work locations. Contractor is not responsible for conditions resulting from normal construction procedures; any delay caused by strikes, slow-down, lock-outs, accidents, weather, reduced supplies of materials or labor or any other contingency beyond Contractors control. If any delays or lack of access issues arise outside of Contractors control that require additional or unplanned relocations or site mobilizations, additional costs may be required.
- 6 Materials installed under this contract are warranted against defects and workmanship per the manufacturers warranty or one year, whichever ever is the lesser period. This warranty is void if improperly maintained by others or if vandalism, animal damage, weather or any other conditions outside of Contractors control occur. Transplanted plant material is not included in warranty.
- 7 Unless specifically stated within the scope of work of this contract, all other work will be considered excluded. Any changes to the scope of work of this contract, either additions or deductions, will be formalized in writing. For any changes being contemplated, if Owners requests Contractor to develop scope or to perform project development of said changes, the costs associated with project development may require additional charges.
- 8 For any additional work, outside of this contract, the following rates shall apply. General Labor - \$45.00/hour, Foreman - \$65.00/hour, Project Manager - \$125.00/hour. Other non-labor costs shall be charged at cost + 15%. Higher rates will apply for specialty trades, prevailing wage projects and overtime premium.

B. INVOICING & PAYMENTS

- 1 If requested, an invoice to cover initial project mobilization & materials ordering, for a maximum of 10% of the contract total will be due and payable upon acceptance of this agreement.
- 2 Thereafter, all work will be progressed billed commensurate with work completed every two weeks, or a minimum, once monthly.
- 3 All progress invoices are due and payable net 10 days from date of invoice. Invoices not paid within 10 days will be subject to service charges of 1% per month (12% per annum).

C. PROJECT SPECIFIC EXCLUSIONS & CLARIFICATIONS

- 1 Permits, Bonds.
- 2 Hardscape, Lighting, Electrical Work
- 3 Waterproofing & Protection Board
- 4 Drainage



DATE: August 19, 2024

TO: Library Board of Trustees

FROM: Crystal Duran, Library Director

SUBJECT: Draft 2024 Employee Handbook

During strategic planning, employees expressed a desire for an updated comprehensive handbook and subsequent training. Additionally, the Library's legal counsel recommended that the handbook include additional policies and be reviewed and adopted annually by the Library Board. At the June 2024 Agency meeting, the Board reviewed a draft of the updated Employee Handbook.

Key Updates and Additions

The following highlights the significant changes and additions in the 2024 Employee Handbook:

- Table of Contents: A new, comprehensive Table of Contents for easy navigation.
- Employee Expectations: Clear guidelines on standards of conduct, ethics, prohibited activities, job duties, customer relations, attendance, typical business hours, and more.
- Leave of Absence: Introduction of Reproductive Loss Leave, new for 2024, and expanded definitions for other leaves of absence.
- Management Practices: Detailed policies on management practices and use of company property.
- Employee Benefits: Enhanced benefits including holidays, increased tuition reimbursement, and paid parental leave.

Since the June meeting, staff have further updated the handbook to include:

- A commitment to sustainability in the ethics section.
- Clarification of library business hours and closures.
- Minor revisions to the dress code.

Discussion on Paid Holidays and Closures

During the June meeting, some trustees raised questions regarding paid holidays and library closures. Under the 2022 version, the Agency provides ten paid and four floating holidays. The current list of paid holidays and closures includes:

- January 1st (New Year's Day)
- Third Monday in January (Martin Luther King, Jr. Day)
- Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- July 4th (Independence Day)
- First Monday in September (Labor Day)
- November 11th (Veteran's Day)
- Last Thursday in November (Thanksgiving Day) and the day following

- December 25th (Christmas Day)

The library typically operates for half a day on Christmas and New Year's Eve. The local industry standard for paid holidays and closures is twelve, including Cesar Chavez Day and Juneteenth, which are incorporated in the 2024 version. All staff had the opportunity to review the draft handbook, and feedback focused on an interest in the additional paid holiday allotment.

Recommended Action

The Board has several options to consider regarding the adoption of the 2024 Employee Handbook:

1. Adopt the 2024 Employee Handbook as presented.
2. Revise the Handbook to Include Holiday Premium Pay: Consider revising the handbook to provide twelve paid holidays and four floating holidays for eligible staff. The library would operate with limited hours (10 AM to 2 PM) on MLK Jr. Day, Cesar Chavez Day, Juneteenth, Labor Day, Veteran's Day, Christmas Eve, and New Year's Eve while closing on all other holidays. Staff working these days would receive holiday premium pay at double their current rate, with part-time and on-call staff primarily covering holiday hours.
3. Adopt the Handbook with Status Quo and Defer Additional Holidays: The Board may adopt the 2024 Employee Handbook while maintaining the current holiday structure, deferring consideration of additional paid holidays until a comprehensive review of benefits is conducted.



2024 Employee Handbook

Belvedere Tiburon Library

1501 Tiburon Blvd.
Tiburon, CA 94920

DRAFT

Revised and Board Adopted **DATE**

Contents

Introductory Statement.....5

General Employment Policies6

 Standards of Conduct and Ethics.....6

 Harassment Discrimination and Retaliation Prevention7

 At-Will Employment Status.....10

 Right to Revise10

 Diversity, Equity, and Inclusion10

Hiring11

 Employment Types11

 Inactive Status12

 Job Duties.....12

 New Hires12

Time Off and Leaves of Absence12

 Sick Leave12

 Vacation.....14

 Bereavement Leave.....14

 Reproductive Loss Leave.....15

 Civil Air Patrol Leave.....16

 Crime or Abuse Victims' Leave, Accommodation, Treatment.....16

 Criminal Judicial Proceedings and Victims' Rights Leave.....17

 Time Off for Voting.....17

 Jury Duty and Witness Leave.....17

 Military Leave and Spouse Leave18

 School and Child Care Activities Leave.....18

 Organ and Bone Marrow Donor Leave.....19

 Personal Leave.....19

 Volunteer Civil Service Personnel19

 Leave Donation Program20

 FMLA21

 CFRA.....21

Pregnancy Disability Leave26

Paid Parental Leave.....27

Extended Medical Leave28

Benefits.....29

 Holidays29

 Public Employees' Retirement System.....30

 Insurance Benefits29

 Tuition Reimbursement31

 Lactation Accommodation31

 Paid Family Leave32

 Workers' Compensation32

Management.....33

 Business Hours.....33

 Employee Property34

 Employment of Relatives34

 Names and Addresses Policy34

 Open-Door Policy.....34

 Performance Evaluations34

 Personnel Records35

 Telecommuting35

Company Property36

 Employer Property.....36

 Electronics and Social Media36

 Housekeeping40

 Parking40

 Prohibiting Personal Use of Company Cell Phone40

 Smoking.....41

 Solicitation and Distribution of Literature41

Employee Conduct.....41

 Conducting Personal Business41

 Confidential Information41

 Conflicts of Interest42

 Customer Relations42

DRAFT

- Dress Codes and Other Personal Standards43
- Drug and Alcohol Abuse43
- Other Employment44
- Political Activity45
- Prohibited Conduct45
- Punctuality and Attendance46
- Wages47
 - Salary Schedule.....47
 - Advances47
 - Expense Reimbursements47
 - Makeup Time47
 - Meal and Rest Periods.....48
 - Overtime for Nonexempt Employees.....48
 - Pay for Mandatory Meetings/Training.....49
 - Payment of Wages.....49
 - Timekeeping Requirements49
- Safety and Health50
 - Employees Who Are Required to Drive.....50
 - Ergonomics.....50
 - Health and Safety50
 - Inclement Weather/Natural Disasters50
 - Recreational Activities and Programs.....51
 - Workplace Violence51
- Termination51
 - Employee References.....51
 - Involuntary Termination and Progressive Discipline52
 - Reductions in Force52
 - Voluntary Resignation.....52
- Confirmation of Receipt.....52
 - Confirmation of Harassment Discrimination and Retaliation Prevention Policy.....52
 - Confirmation of Confidential Information53
 - Confirmation of Receipt of Complete Handbook.....53

Introductory Statement

Welcome! As an employee of the Belvedere Tiburon Library, you are an important team member. We hope that you find your position with us rewarding, challenging, and productive, and we look to you and the other employees to contribute to our library's success.

The Belvedere Tiburon Library is a Joint Powers Agency of the City of Belvedere and the Town of Tiburon. The Belvedere Tiburon Library Agency (BTLA) is the legal governing body of the library. The BTLA Board consists of three Trustees appointed by the elected Belvedere City Council, three Trustees appointed by the elected Tiburon Town Council, and one Trustee appointed by the elected Reed Union School District Board. The Board is responsible for personnel, the collection of tax monies, budget development, operation, and expenditure of money for the Library's development, operation, and maintenance. The Board hires a Library Director to oversee and administer the library and public services, including developing long-range plans and policies, overseeing personnel, budget expenditures, programming, collection development, and customer services. The Library's mission is to nurture curiosity, spark connections, and foster lifelong learning.

This employee handbook is intended to explain the terms and conditions of employment of all full and part-time employees and supervisors and summarize the policies and practices in effect at the time of publication. It supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. In addition to the policies covered in this handbook, Belvedere Tiburon Library also maintains and incorporates separate policies and procedures addressing COVID-19 in the workplace.

Please take the time to review the policies in this handbook and other Belvedere Tiburon Library policies and procedures. Your supervisor or manager will happily answer any questions you may have. Again, welcome!

General Employment Policies

Standards of Conduct and Ethics

Each official and employee is obligated to the citizens, the people's elected representatives and fellow employees to meet the highest ethical and professional standards and enhance the public's respect and trust for the Belvedere Tiburon Library and its operations. Library employees have unique responsibilities and different from their counterparts in the private industry. Employment with the Library carries an obligation of personal integrity and conduct to establish public respect, confidence, and trust. Library services should be provided efficiently, thoroughly, and courteously.

The Belvedere Tiburon Library, as a condition of employment, expects to receive from the employee:

- Initiative and a conscientious effort to perform productive work.
- Cooperative, positive, responsive, and courteous relations with fellow employees, supervisors, subordinates, and the public.
- A continuous effort to strive for greater knowledge and skill on the job to maintain performance at a high level.
- Compliance with all policies, regulations, rules of conduct, and ordinances established by the Library.
- Responsible work habits demonstrated by dependability, promptness, reliable attendance, and performing required duties competently.
- Being flexible and adaptable to change, accepting constructive suggestions and criticism.
- Commitment to sustainable practices considering social equity, economic feasibility, and environmental stewardship.

Employees must effectively implement the library's policies when serving in their official capacity with customers, clients, and the public and identifying themselves as Library employees during their work.

No official or employee will accept a fee, compensation, gift, payment of expenses, or any other thing of monetary value in any circumstances in which acceptance may result in or create the appearance of any one or more of the following:

- Use of public office and/or employment for personal or private gain.
- Preferential treatment of any person.
- Loss of complete independence or impartiality.
- Reduction of public confidence in the integrity of Library operations

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with Belvedere Tiburon Library because doing so may give the appearance of influencing business decisions, transactions, or services. In determining whether someone is likely to have business with the Library, officials and employees are encouraged to err on the side of caution. Employees may accept items that can be displayed in public areas of the Library (such as flowers and greeting cards). Employees may accept handmade items by and from children. Employees may accept gifts received as a team. At their discretion, employees may accept edible gifts of nominal value shared with a wide range of employees at the Library. This policy does not affect Belvedere Tiburon Library's authority to accept gifts (such as donations or bequests) to further its governmental purposes.

Harassment Discrimination and Retaliation Prevention

Belvedere Tiburon Library is an equal opportunity employer. Belvedere Tiburon Library is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race;
- Religion (including religious dress and grooming practices);
- Color;
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, and gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned);
- National origin;
- Ancestry;
- Physical or mental disability;
- Medical condition;
- Genetic information/characteristics;
- Marital status/registered domestic partner status;
- Age (40 and over);
- Sexual orientation;
- Reproductive health decision-making;
- Military or veteran status;
- Use of cannabis/marijuana off the job and away from the workplace; and
- Any other basis protected by federal, state or local law, ordinance or regulation.

Belvedere Tiburon Library also prohibits discrimination, harassment, and disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. In addition, the Library prohibits retaliation against individuals who raise complaints of discrimination or harassment or participate in workplace investigations. All such conduct violates Library policy.

Harassment Prevention

The Library's policy prohibiting harassment applies to all persons involved in library operations and prohibits harassment and disrespectful or unprofessional conduct by any employee, including supervisors, managers, and coworkers. The library's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract, and other persons you contact while working.

Prohibited harassment and disrespectful or unprofessional conduct includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs, or unwanted sexual advances, invitations, comments, posts, or messages;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct, including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests or advances as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and

- Communication via electronic media of any type that includes any conduct prohibited by state and/or federal law or by library policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire. Prohibited harassment is not just sexual harassment; prohibited harassment is based on any protected category.

Non-Discrimination

The Library complies with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in library operations. The library prohibits unlawful discrimination against any job applicant, employee, or unpaid intern by any employee, including supervisors, managers, coworkers, and third parties.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, Belvedere Tiburon Library is not obligated to disclose the wages of other employees.

Anti-Retaliation

The Library will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process and will not tolerate or permit retaliation by management, employees, or coworkers. Retaliation is prohibited against any person by another employee, supervisor, manager, coworker, or by the Belvedere Tiburon Library itself. Please report any retaliation to your supervisor or any member of Library management.

Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the library will make reasonable accommodations for known physical or mental disabilities of an otherwise qualified applicant or employee unless undue hardship would result. Any job applicant or employee who requires an accommodation to perform the job's essential functions should contact the Administrative Supervisor and discuss the need for an accommodation. Library administration will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job.

An applicant, employee, or unpaid intern who requires accommodation for a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the Administrative Supervisor and discuss the need for accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Library will make the accommodation. If there is more than one possible accommodation, the Library will decide which one will be provided.

The Library will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees, or coworkers.

Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation, or other prohibited conduct, bring your complaint to your supervisor, the Administrative Supervisor, and/or the Library Director as soon as possible after the incident. You can bring your complaint to any of these individuals.

If you need assistance with your complaint or prefer to make a complaint in person, contact the Administrative Supervisor. Please provide all known details of the incident or incidents, the names of individuals involved, and the names of any witnesses. It would be best to communicate your complaint in writing, but it is not mandatory. The Library Agency encourages all individuals to report any incidents of harassment, discrimination, retaliation, or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Civil Rights Department investigate and prosecute complaints of prohibited harassment, discrimination, and retaliation in employment. If you think you've been harassed, discriminated against, or retaliated against for resisting, complaining, or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at calcivilrights.ca.gov and www.eeoc.gov. Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the library's Administrative Supervisor so the library can try to resolve the complaint.

When the Library receives allegations of misconduct, it will immediately undertake a fair, timely, thorough, and objective investigation of the allegations in accordance with all legal requirements. The library will reach reasonable conclusions based on the evidence collected. The library will maintain confidentiality to the extent possible, but we cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner;
- Documented and tracked for reasonable progress;
- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner.

If the Library determines that harassment, discrimination, retaliation, or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The library will also take appropriate action to deter future misconduct.

Any employee determined by the Library to have engaged in harassment, discrimination, retaliation, or other prohibited conduct will be subject to appropriate disciplinary action, up to and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct. Any employees with direct contact and supervision of minor employees in the workplace are mandated reporters who are trained in child abuse and neglect identification.

At-Will Employment Status

Employees at Belvedere Tiburon Library are employed on an at-will basis. This means that the employee or the library may terminate the employment relationship at any time with or without reason or advance notice. Nothing in this handbook limits the right to terminate at-will employment.

No employee or representative of the Library has the authority to enter into an agreement for employment for any specified period or to make an agreement for employment on terms other than at will. Only the Library Agency has the authority to make any such agreement, binding only if it is in writing.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or to work with others to alter the terms and conditions of their employment, such as communications regarding wages, scheduling, or other terms of employment.

Right to Revise

This employee handbook contains Belvedere Tiburon Library's employment policies and practices as of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

Belvedere Tiburon Library reserves the right to revise, modify, delete, or add to any policies, procedures, work rules, or benefits stated in this handbook at any time, except for the at-will employment policy. Any written changes to this handbook will be distributed to all employees so that you will be aware of any new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook contains the entire agreement between you and Belvedere Tiburon Library regarding the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this statement is intended to interfere with your right to communicate or work with others to alter the terms and conditions of your employment, such as communications regarding wages, scheduling, or other terms or conditions of employment.

Diversity, Equity, and Inclusion

Belvedere Tiburon Library is committed to fostering a diverse workforce and maintaining an equitable, inclusive, and safe workplace for all employees. From recruiting practices to pay and benefits, promotions, and all other aspects of employment with us, an environment of equity is of the utmost importance.

We recognize that you — our employees — comprise a wide range of backgrounds and characteristics, and we also believe those differences should be celebrated and valued. Whether it's race, religion, gender, national origin, ancestry, color, language, age, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, genetic information/characteristics, veteran status, political affiliation or any other characteristic, these are parts of each of you that contribute to your experiences as humans, and ultimately to the knowledge and expertise that make you a valuable asset to our company.

Belvedere Tiburon Library is committed and determined to ensure access, opportunity, and advancement for all individuals. We are always looking for ways to cultivate an inclusive work environment, strengthen our cultural competency, and train our managers and employees to provide opportunities for growth and development.

We intend that all our employees, regardless of any background or characteristic, are always treated with respect and dignity. Likewise, we expect that, as our employees, you treat your coworkers, supervisors, volunteers, and library patrons with the same dignity and respect. Disrespectful, inappropriate behavior or conduct toward others will not be tolerated and may subject an employee to disciplinary action, including termination.

If you feel you have been mistreated, harassed, discriminated against, or retaliated against in violation of the company's Harassment, Discrimination, and Retaliation Prevention Policy, please get in touch with your supervisor, the Administrative Supervisor, or the Library Director.

Hiring

Employment Types

Regular Full-Time Employees

Regular full-time employees are scheduled for and work 37.5 hours per week. They are eligible for most of the employee benefits described in this handbook. Benefit eligibility may depend on the length of continuous service, and plans or laws may also impose eligibility requirements.

Regular Part-Time Employees

Regular part-time employees are scheduled for and work fewer than 37.5 hours per week but not fewer than 20 hours. They are eligible for pro-rated medical and retirement benefits and federally mandated sick leave.

Part-Time/Temporary/On-Call Employees

Part-time/Temporary/On-Call employees or extra help work less than 20 hours per week or are employed for short-term assignments. Short-term assignments generally last three months or fewer; however, such assignments may be extended. Part-time/Temporary/On-Call employees are not eligible for employee benefits except those mandated by applicable law.

Exempt Employees

Federal and state laws exempt certain employees from wage and hour requirements, including overtime pay and meal and rest break requirements. An exempt employee defined under federal law is not subject to overtime payment over 40 hours per week or the equivalent. Exempt employees earn no less than twice California's minimum wage or a minimum monthly salary of \$5,546.67 per month (\$65,560 per year).

Non-Exempt Employees

An employee who, under federal law, must be paid premium wages (or compensatory time off) when they work over 40 hours per week or the equivalent. Also known under federal law as an hourly employee. Non-exempt employees are entitled to one-and-a-half times their hourly rate of pay for:

- All hours worked in excess of 8 in a single workday,
- All hours worked in excess of 40 in a single workweek, and
- The first 8 hours worked on the seventh consecutive day of work in the workweek.

Non-exempt employees are entitled to twice their regular hourly rate of pay for:

- All hours worked in excess of 12 in a single workday, and
- All hours worked in excess of 8 on the seventh consecutive day of work in the workweek.

Inactive Status

Employees on any leave of absence, work-related or non-work-related, that exceeds any protected state, federal, or local leave of absence and not on vacation or away on sick time will be placed on inactive status. Unless a health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Employees on inactive status may be eligible under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or the California Continuation Benefits Replacement Act (Cal-COBRA) to elect to continue their health care coverage at the employee's expense. Contact the Administrative Supervisor for more information.

Job Duties

During the introductory period, your supervisor will explain your job responsibilities and the expected performance standards. Please remember that your job responsibilities may change at any time. From time to time, you may be asked to work on special projects or to assist with other work necessary to the operation of your department or the Belvedere Tiburon Library. Your cooperation and assistance in performing such additional work is expected. Belvedere Tiburon Library reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional responsibilities.

New Hires

The first 90 days of continuous employment at Belvedere Tiburon Library is an introductory period. During this time, you will learn about your responsibilities, get acquainted with co-workers, and determine whether or not you are happy with your job. You will begin accruing sick and vacation time at your date of hire. Your supervisor will closely monitor your performance. Completing the introductory period does not entitle you to remain employed by Belvedere Tiburon Library for any definite period. Your status as an at-will employee does not change. You or the library may terminate the employment relationship during the introductory period at any time with or without cause and with or without advance notice.

Time Off and Leaves of Absence

Sick Leave

California provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act. You cannot be discriminated against or retaliated against for requesting or using accrued paid sick time. If you have any questions about paid sick leave, please get in touch with the Administrative Supervisor.

All employees who have worked for the Library employer for 30 or more days within a year from their first day of work will be entitled to paid sick time. However, employees are not eligible to take paid sick time until they have worked for the Library for 90 days from their hire date. Regular full-time employees earn 12 sick days per year, and regular part-time employees are entitled to 12 sick days on a pro-rata basis. Exempt employees are presumed to work 37.5 hours per workweek for sick time accrual. Part-time/on-call/temporary employees are eligible for up to 40 hours of sick leave per year, awarded at the beginning of each calendar year, that does not carry over from one year to the next. The Library does not pay employees for unused paid sick leave. Employees who are rehired with one year of separation from employment may be eligible for reinstatement of previously accrued and unused paid sick time. Library employees who are members of CalPERS are eligible to receive credit for unused accumulated sick leave at the time of retirement.

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of crime or abuse.

For purposes of paid sick leave, a covered "family member" includes:

- A "child" defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" may also be someone you have accepted the duties and responsibilities of raising, even if they are not your legal child.
- A "parent," defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee, spouse, or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if they are not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.
- A "designated person." A designated person is any individual you identify when you request paid sick leave. You are limited to one designated person per 12-month period for purposes of paid sick leave.

If the need for paid sick leave is foreseeable, you must provide advance oral or written notification to your direct supervisor. If the need for paid sick leave is not foreseeable, provide notice to your direct supervisor as soon as practical.

Use of paid sick time may run concurrently with other leaves under local, state or federal law. Paid sick leave can be used in half-hour increments.

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment. Any further medical treatment will be under the direction of the

health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused paid sick leave, you may choose to use paid sick leave to receive pay for these absences. If you do not have accrued paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from work related to your illness or injury.

Vacation

Regular full-time employees are entitled to earn:

0-4 years = Two weeks per year
 5-9 years = Three weeks per year
 10+ years = Four weeks per year

Regular full-time employee vacation accrual limits:

0-4 years = Up to Four weeks
 5-9 years = Up to Six Weeks
 10+ years = Up to Eight Weeks

Regular part-time employees working 20 hours per week or more are entitled to two weeks of paid vacation each year on a pro-rata basis. Part-time/on-call/temporary employees do not earn or accrue paid vacation. Active service begins on your first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment.

Total accumulated vacation for any employee may not exceed twice the employee's annual accrual rate. No additional vacation will be earned until accrued vacation time is used. You become eligible to take accrued vacation after six months of active service as work schedules permit. Vacation requests must be made in writing to the employee's direct supervisor and approved by your direct supervisor in advance. Vacations are scheduled to provide adequate coverage of job responsibilities and staffing requirements. Every effort will be made to permit employees to take their vacations when they wish. However, Belvedere Tiburon Library's operating needs will take priority. When your employment relationship with the Library ends, you will be paid for accrued unused vacation days pro-rata.

If you are taking an unpaid leave of absence, there are circumstances where you may be required to use your accrued and unused vacation before taking unpaid leave or having unpaid absences. In other circumstances, you can choose to use vacation before taking unpaid leave or having unpaid absences, but it is not required. It will depend on the type of leave you take and/or federal and state leave requirements. Please contact the Administrative Supervisor to discuss coordination of your benefits.

Bereavement Leave

Belvedere Tiburon Library grants paid time off to eligible employees in the event of the death of a "family member." To be eligible for bereavement leave, you must have been employed for at least 30 days before starting leave. If you are eligible and experience the death of a family member, you may take up to five days of paid bereavement leave.

For purposes of this policy, a family member is a:

- Spouse
- Domestic Partner
- Child
- Parent
- Parent-in-law
- Sibling

- Grandparent
- Grandchild

The days of bereavement leave do not need to be taken consecutively; however, you must complete your bereavement leave within three months of your family member's death, at which any unused bereavement time remaining will expire.

The Library may require you to provide documentation to support the need for bereavement leave, which may include a death certificate, a published obituary, or a verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or government agency. Belvedere Tiburon Library may, at its discretion, approve additional unpaid time off.

Reproductive Loss Leave

Belvedere Tiburon Library grants time off to eligible employees who suffer a qualifying reproductive loss event as defined in this policy. To be eligible for reproductive loss leave, you must have been employed for at least 30 days before starting leave. If you are eligible and experience a reproductive loss event, you may take up to five days of reproductive loss leave.

For purposes of this policy, a reproductive loss event is the day, or the final day for a multiple-day event, of one of the following:

- **Failed adoption:** The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party if you would have been a parent of the adoptee if the adoption had been completed.
- **Failed surrogacy:** The dissolution or breach of a surrogacy agreement or a failed embryo transfer to the surrogate if you would have been a parent of a child born as a result of the surrogacy.
- **Miscarriage:** This may be a miscarriage by you, your current spouse, or domestic partner, or by another individual if you would have been a parent of a child born as a result of the pregnancy.
- **Stillbirth:** This may be a stillbirth resulting from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual if you would have been a parent of a child born as a result of the pregnancy.
- **Unsuccessful assisted reproduction:** An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to you, your current spouse or domestic partner, or another individual if you would have been a parent of a child born as a result of the pregnancy.

The days of reproductive leave do not need to be taken consecutively; however, you must complete your reproductive loss leave within three months of your reproductive loss event, or if prior to or immediately following your reproductive loss event, you are on or choose to go on leave under California's pregnancy disability law, the California Family Rights Act, or any other leave provided by state or federal law, then you may complete your reproductive loss leave within three months of the end of the other leave, at which time any remaining unused reproductive loss leave will expire.

Reproductive loss leave is paid per your typical scheduled workday. If you experience more than one reproductive loss event within a 12-month period, you can receive another five days of

reproductive loss leave. You are limited to a total of 20 days of reproductive loss leave within a 12-month period. Any information provided related to this leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary or as required by law.

Civil Air Patrol Leave

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a California Civil Air Patrol volunteer. If you are a Civil Air Patrol volunteer, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so, giving as much advance notice as possible. Up to 10 days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the Library.

Crime or Abuse Victims' Leave, Accommodation, and Leave for Treatment

If you are the victim of crime or abuse, you are eligible for unpaid leave. While the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the below-mentioned purposes. The Library will not retaliate against any employee because of the employee's status as a victim of crime or abuse if the employee provides notice to the Library of the status or the Library has actual knowledge of the status.

You are considered a victim of crime or abuse who is eligible for unpaid leave if you are:

- A victim of stalking, domestic violence, or sexual assault;
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury;
- A person whose immediate family member is deceased as a result of a crime. "Immediate family member" includes:
 - Regardless of age, your biological, adoptive, or foster child, stepchild, or legal ward, a child of a registered domestic partner, a child to whom you stand in loco parentis, or a person to whom you stood in loco parentis when the person was a minor;
 - Your biological, adoptive, or foster parent, stepparent, or legal guardian or that of your spouse or registered domestic partner, or a person who stood in loco parentis when you or your spouse or registered domestic partner was a minor child;
 - Your legal spouse or registered domestic partner;
 - Your biological, foster, or adoptive sibling, a stepsibling, or half-sibling; or
 - Any other individual whose close association with you is the equivalent of a family relationship described in any of the bullets above.
- Any person against whom any crime has been committed (only for purposes of taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding).

You may request leave for any of the following purposes:

- To seek medical attention for injuries caused by crime or abuse;
- To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
- To obtain psychological counseling or mental health services related to experiencing crime or abuse;
- To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

You may request leave if involved in a legal action, such as obtaining restraining orders, appearing in court to obtain relief to ensure your or your child's health, safety, or welfare. Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. When advance notice is not feasible, the Library may request that you provide documentation within a reasonable time evidencing the basis for the absence in accordance with Labor Code section 230(d)(2).

If you need a reasonable accommodation for your safety at work, contact the Administrative Supervisor. If you request a reasonable accommodation, you must submit a written statement signed by you or by an individual acting on your behalf, certifying that the accommodation is for your safety at work. For reasonable accommodation requests, the Library will also require certification demonstrating that you are the victim of crime or abuse. The Library may request recertification every six months. Please notify the Library if an approved accommodation is no longer needed.

The Library will engage in an interactive process with you to identify possible accommodations, if any, that are effective and will make reasonable accommodations unless an undue hardship will result. To the extent allowed by law, Belvedere Tiburon Library will maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

Criminal Judicial Proceedings and Victims' Rights Leave

If you are the victim, or the family member of a victim of certain serious crimes, you may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim. If you are the family member of a crime victim, you may be eligible to take this leave if you are the crime victim's spouse, parent, child or sibling. Other family members may also be covered, depending on the purpose of the leave.

The absence from work must be to attend judicial proceedings or proceedings involving the rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence. Any absences from work to attend judicial proceedings or proceedings involving victim rights are unpaid unless you use accrued and unused paid time off. For more information regarding this leave (including whether you are covered, when and what type of documentation is required and which type of paid time off can be used), please contact the Administrative Supervisor.

Time Off for Voting

If you do not have sufficient time outside working hours to vote in an official statewide election, you may take off up to two hours without loss of pay. This time should be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting and the least time off work. If you know or have reason to believe that time off will be necessary to be able to vote on election day, you must give your supervisor at least two working days' notice.

Jury Duty and Witness Leave

Belvedere Tiburon Library encourages employees to serve on jury duty when called. Full-time employees who have completed their introductory periods will receive full pay while serving up to the amount required to complete jury duty. Regular part-time employees will receive pay for days and times they would have typically been scheduled while serving jury duty; pay is not provided to part-time/on-call/temporary employees. You should notify your supervisor of the

need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of the performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule. You may retain any mileage allowance or other fee paid by the court for jury services.

Military Leave and Spousal Leave

Employees who wish to serve in the military and take military leave should contact the Administrative Supervisor for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law. Employees who work more than 20 hours per week and have a spouse or registered domestic partner in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment. You must request this leave in writing to Library Director within two business days of receiving official notice that your spouse will be on leave. You must attach to the leave request written documentation certifying that your spouse will be on leave from deployment.

School and Child Care Activities Leave

Employees are encouraged to participate in the school or childcare activities of their child(ren). The absence is subject to all of the following conditions:

- Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands in *loco parentis* to one or more children of the age to attend kindergarten through grade 12 or who are with a licensed child care provider;
- The amount of time off for school or child care activities described below cannot exceed a total of 40 hours each year;
- You can use the time off to find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes cannot exceed eight hours in any calendar month. You must provide reasonable advance notice to your supervisor before taking the time off;
- You can also use time off to address a "child care provider or school emergency" if you give notice to the Library. A "child care provider or school emergency" means that your child cannot remain in a school or with a child care provider due to one of the following:
 - The school or child care provider has requested that your child be picked up, or has an attendance policy (excluding planned holidays) that prohibits your child from attending or requires your child to be picked up from the school or child care provider;
 - Behavioral or discipline problems;
 - Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
 - A natural disaster, including, but not limited to, fire, earthquake or flood.
- If more than one parent is employed by Belvedere Tiburon Library, the first employee to request such leave will receive the time off. Another parent will receive the time off only if the leave is approved by their supervisor;
- You must use vacation leave in order to receive compensation for this time off; and
- If you who do not have paid time off available, you will take the time off without pay.

Organ and Bone Marrow Donor Leave

Employees who are donors for organ or bone marrow may take time off as follows:

- You must be employed for at least a 90-day period immediately before the beginning of leave.
- You may take up to 30 business days of paid leave and up to an additional 30 business days of unpaid leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins their leave.
- You may take up to 5 business days of leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.
- During the leave for organ/bone marrow donors, Belvedere Tiburon Library will continue to provide and pay for any group health plan benefits the employee was enrolled in prior to the leave of absence.
- Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under the federal Family and Medical Leave Act or the state California Family Rights Act.

Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation.

Belvedere Tiburon Library requires that employees taking leave for organ donation use two weeks of accrued but unused sick leave and/or vacation. Belvedere Tiburon Library requires that employees taking leave for bone marrow donation use five days of accrued but unused sick leave and/or vacation. Once a Donor has exhausted the required paid sick and/or vacation leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

Personal Leave

A personal leave of absence without pay may be granted to full-time employees who have completed at least 12 months of continuous service and are in good standing. Requests for personal leave are at the discretion of the Library Director. They should be limited to unusual circumstances requiring an absence of longer than six weeks, such as educational opportunities or personal hardship. Requests for personal leave should be made to the Library Director at least 30 days before the need. Approvals of personal leave will be based on staffing needs and operational requirements. Employees taking personal leave must use all accrued time off before being placed in an unpaid leave status. While an employee is on personal leave, the Library will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work as long as the employee pays their portion of the health care premium; vacation, sick leave, holidays, and other paid leave will not be earned during the leave. Reinstatement may not be available to an employee on a personal leave of absence if business needs or changed circumstances make it impossible or unreasonable to reinstate the employee.

Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also

take up to fourteen days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your supervisor that you may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

Leave Donation Program

Belvedere Tiburon Library has a leave donation program to assist regular employees suffering from a crisis event that has resulted in a need for additional time off in excess of their available sick or other paid time. The program allows eligible employees to voluntarily donate time from their available sick leave to their co-workers in accordance with the policy.

This policy is strictly voluntary. It does not guarantee any employee the right to extended leave beyond what is provided for by the Library's stated policy and legal obligations. The Library Director has the final approval of receipt of any sick leave donation and of the ability to donate accrued leave. Donations made under this policy shall be deemed to be equivalent one-hour increments and are not based on the job classification or salary of the donating employee or the recipient employee.

In order for you to donate sick leave to another employee, you must:

- Be employed by Belvedere Tiburon Library for one year.
- Donate sick leave in units of one-hour increments.
- Donate no more than 50% percent of your current balance.
- You must maintain a minimum of 37.5 hours in your current sick leave balance after the donation.
- Not be currently on an approved leave of absence.

Employees who donate leave are not permitted to exhaust their own sick leave balance because they may experience their own need for time off.

Regular full-time and regular part-time employees who would like to receive donated sick time from co-workers must have a crisis event as determined by the Administrative Supervisor. A crisis event includes circumstances such as the following:

- A catastrophic injury or illness of an employee or immediate family member.
- Death of an immediate family member.
- A crisis of a severe nature that directly impacts the employee, such as a catastrophic casualty loss due to a natural disaster.

Donated time can only be used for time off related to the approved crisis event. Recipient employees must exhaust their own available paid leave time prior to using any donated time. Employees who receive donated sick time may receive no more than 480 hours (12 weeks) within a rolling 12-month period. The leave donation program does not guarantee the recipient employee the right to extended leave beyond the library's stated policy and its legal obligations. The decision as to whether a personal leave should be granted, whether there is a crisis event, or whether the employee can receive donated sick time is within the discretion of Belvedere Tiburon Library. Any donated sick time that is in excess of the time used by the recipient for the approved crisis event will be returned to the donor. There is no "cash" value to the recipient of the donated sick time.

If you want to donate sick time to a co-worker, you must make a written request to the Administrative Supervisor, who will confirm eligibility. The request must be approved by the

Library Director. The identity of donors will remain confidential. Donations under the program are voluntary, and no employee will be subject to intimidation or disparate treatment for participating in or declining to participate in the leave donation program. Misrepresenting or falsifying the need to receive donated leave under this program is grounds for discipline, including termination.

FMLA Leave

The federal Family and Medical Leave Act (FMLA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period under the following conditions:

- You have been employed with the Library for at least 12 months before the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave and
- You are employed at a worksite with 50 or more employees within a 75-mile radius.

Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job;
- To care for your family member who has a serious health condition. For purposes of FMLA leave, a "family member" includes your:
 - Spouse.
 - Parent.
 - Child under the age of 18 or child over the age of 18 and incapable of self-care due to mental or physical disability at the time FMLA leave is to begin.
- The birth of your child or placement of a child with you for adoption or foster care;
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, child, or parent in the Armed Forces of the United States or to care for a covered servicemember. (See *Military Family Leave Entitlements* below.)
- Incapacity due to pregnancy, prenatal medical care or childbirth

Depending on your reason for leave, you may also be eligible for California Family Rights Act (CFRA) leave, in which case both your FMLA and CFRA leave will run concurrently. (See the *CFRA Leave* policy for additional information and CFRA leave eligibility.) For further information about eligibility for FMLA and how it may or may not interact with CFRA leave, contact the Administrative Supervisor.

CFRA Leave

California's California Family Rights Act (CFRA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period under the following conditions:

- You have been employed with the Company for at least 12 months before the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply), and
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave.

Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job;
- To care for your family member who has a serious health condition. For purposes of CFRA leave, a "family member" includes your:
 - Spouse;

- Parent;
- Child of any age;
- Registered domestic partner;
- Grandparent;
- Grandchild;
- Sibling;
- Parent-in-law;
- "Designated person." This is someone else with a blood or family-like relationship with you. You may identify this individual at the time you request leave. You are limited to one designated person per 12-month period for CFRA leave.
- The birth of your child or placement of a child with you for adoption or foster care;
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. (See *Qualifying Exigencies Related to Active Duty*.)

Please note that incapacity due to pregnancy, prenatal medical care, or childbirth is not an eligible reason for CFRA leave. (See the *Pregnancy Disability Leave Policy* for more information). For additional information about eligibility for CFRA leave, contact the Administrative Supervisor.

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken under FMLA or CFRA, Belvedere Tiburon Library uses the Rolling 12-month period measured backward from the date an employee uses any FMLA or CFRA Leave. Under most circumstances, leave under federal and state law will run at the same time and an eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

Military Family Leave Entitlements

Under the FMLA, eligible employees are entitled to the following Military Family Leave Entitlements: Qualifying Exigency Leave and Military Caregiver Leave. (See the *FMLA Leave Policy* for more information about eligible employees.)

- Qualifying Exigency Leave. Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status, as defined by law, may use some or all of their 12-week FMLA leave entitlement for certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Qualifying Exigency Leave will run concurrently with FMLA/CFRA leave to care for a covered family member with a serious health condition to the extent permitted by law.

- Military Caregiver Leave. Eligible employees may also take a special leave entitlement of up to 26 weeks of leave during a single 12-month period to care for a covered servicemember. Note: this leave entitlement does not increase the amount of time an employee can be off work for FMLA/CFRA reasons.

A covered servicemember is either:

- A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
- A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are different from the FMLA definition of "serious health condition."

Qualifying Exigency Leave and Military Caregiver Leave may be taken intermittently or on a reduced leave schedule basis. Intermittent or reduced leave schedules must be medically necessary, as determined by the health care provider of the covered servicemember, for Military Caregiver Leave. Employees must make a reasonable effort to schedule the leave so as not to unduly disrupt the Library's operations. The smallest increment of time for intermittent leave or leave on a reduced leave schedule is half-hour increments.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Time off because of pregnancy disability, childbirth, or related medical condition counts as FMLA leave but not for CFRA leave. Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their pregnancy disability leave (PDL). Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA for purposes of baby bonding.

Under the FMLA, leave taken for the birth, adoption, or foster care placement of a child must be taken as a continuous block of leave unless the Library grants intermittent leave. If your baby bonding leave is under both FMLA and CFRA (running concurrently), such leave does not have to be taken in one continuous period of time: CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Library will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks on any two occasions. The Library may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken (under either FMLA or CFRA) must be concluded within one year of the birth or placement of the child with the employee.

Leave Procedures

The following procedures shall apply to FMLA and CFRA leave:

- Please contact the Administrative Supervisor as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the Library at least 30 days before the leave is to begin. You must consult with your supervisor regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Library. Any such scheduling is subject to the approval of your health care provider or the health care provider of your child, parent, or spouse.
- If you cannot provide 30 days' notice, the Library must be informed as soon as is practical.

- If the FMLA or CFRA request is made because of your own serious health condition, the Library may require, at its expense, a second opinion from a healthcare provider that the Library chooses. The healthcare provider designated to give a second opinion will not be one who is employed on a regular basis by the Library.
- If the second opinion differs from the first opinion, the Library may require you, at the Library's expense, to obtain the opinion of a third healthcare provider designated or approved jointly by you and the employer. The opinion of the third healthcare provider shall be considered final and binding on you and the Library.

Certification

Belvedere Tiburon Library requires you to provide certification for FMLA and CFRA leave. You will have 15 calendar days from the Library's request for certification to provide it to the Library, unless it is not practical to do so. The Library may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. *(For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.)*

If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Library may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FMLA or CFRA leave. If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

Under the FMLA, when both parents are employed by the Library, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Library will not grant more than a total of 12 workweeks of FMLA leave for this reason. However, if baby bonding leave is under both FMLA and CFRA (running concurrently), each parent employed by the Library is entitled to 12 work weeks of leave for this reason.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are on leave because of your own serious health condition, the Library will also require a medical release to return to work form or certification from your healthcare provider that you are able to resume work. Failure to provide a release to return to work from your healthcare provider may result in denial of reinstatement until the certificate is obtained.

Leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Leave taken due to the need to care for a servicemember must be supported by a certification by the servicemember's health care provider or other certification

allowed by law. Special certification requirements apply to leaves related to military service. (See *Military Family Leave Entitlements*.)

Health and Benefit Plans

If you are taking FMLA or CFRA leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled before the first day of the leave (for a maximum of 12 workweeks or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Library will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Library may recover premiums paid to maintain health coverage if you fail to return to work following FMLA or CFRA leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement. Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, FMLA and CFRA leave is unpaid. The Library requires employees to use accrued paid leave while taking FMLA and CFRA leave.

Reinstatement

Under most circumstances, upon return from FMLA or CFRA leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on FMLA or CFRA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA or CFRA leave will not result in the loss of any employment benefit that the employee earned before using FMLA or CFRA leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions (however, this exception will not apply if the FMLA leave runs concurrently with CFRA leave):

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Library's operations;
- The employee is notified of the Library's intent to refuse reinstatement at the time the Library determines the refusal is necessary and
- If leave has already begun, the Library gives the employee a reasonable opportunity to return to work following the notice described previously.

Carryover

Leave granted under any of the reasons provided by FMLA and/or CFRA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

You may take FMLA or CFRA leave intermittently (in blocks of time or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition, or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is half-hour increments. (See also the discussion of *Pregnancy, Childbirth or Related Conditions and Baby Bonding*.)

Time Accrual

No vacation or sick time will accrue during any unpaid leave of absence.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth, or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See *Pregnancy Disability Leave* policy for more information.)

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA for purposes of baby bonding. Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Library will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks duration on any two occasions. The Library may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Pregnancy Disability Leave

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave (PDL) should advise the Library as early as possible. Please make an appointment with the Administrative Supervisor to discuss the following conditions:

- The length of pregnancy disability leave will be determined by the advice of your physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro-rata basis. The four months of leave includes any period of time for actual disability caused by your pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.
- Belvedere Tiburon Library will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- If you need to take PDL, you must inform Belvedere Tiburon Library when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable

accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), you must provide at least 30 days advance notice before the PDL or transfer is to begin. Consult with the personnel manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Library. Any such scheduling is subject to the approval of the your health care provider.

- For emergencies or unforeseeable events, we need you to notify the Library, at least verbally, as soon as practical after you learn of the need for leave.
- Failure to comply with these notice requirements may delay PDL, reasonable accommodation, or transfer.
- Pregnancy leave usually begins when ordered by your health care provider. You must provide Belvedere Tiburon Library with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Library. Failure to do so may, in some circumstances, delay PDL, reasonable accommodation or transfer. Please see the personnel department for a medical certification form to give to your health care provider.
- Leave returns will be allowed only when your health care provider sends a release.
- You are allowed to use accrued sick, vacation or personal time (if otherwise eligible to take the time) during PDL.
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of Half hour increments.

If intermittent leave or leave on a reduced work schedule is medically advisable, you may sometimes be required to transfer temporarily to an available alternative position that meets your needs. The alternative position does not need to have equivalent job duties but must have the equivalent rate of pay and benefits, and you must be qualified for the position. The position must better accommodate your leave requirements than your regular job. Transferring to an alternative position can include altering an existing job to accommodate your need for intermittent leave or a reduced work schedule.

When your healthcare provider releases you to return to work from PDL, you will be reinstated to the same position held when the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

If you are on PDL, you will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of the leave. In some instances, the Library can recover premiums paid to maintain your health coverage if you fail to return from PDL. PDL may impact other benefits or a seniority date. Please get in touch with the personnel department for more information.

Paid Parental Leave

Employees who receive California Paid Family Leave (PFL) payments from the California Employment Development Department (EDD) for purposes of new child bonding during the first year after the child's birth or placement with the employee through foster care or adoption may be eligible to receive Supplemental Compensation from Belvedere Tiburon Library. The Paid

Parental Leave (PPL) program does not provide employees with a right to a leave of absence; it is limited to supplemental wage replacement benefits for employees receiving PFL benefits from the state for new child bonding purposes.

Belvedere Tiburon Library will provide Supplemental Compensation in an amount equal to 100 percent of your gross weekly wages, less the amount of PFL benefits, up to a cap if you are receiving the Maximum Weekly Benefit Amount under the PFL law. The total amount of Supplemental Compensation you receive from all employers, combined with PFL benefits, may not exceed 100 percent of your current normal gross weekly wages. Supplemental compensation is available for the duration that you are receiving PFL payments, which may be up to a total of eight weeks. For more information about Supplemental Compensation, please contact the Administrative Supervisor.

To be eligible to receive Supplemental Compensation, you must:

- Have been employed with Belvedere Tiburon Library at least 180 days prior to the start of the leave period;
- Perform at least eight hours of work per week for Belvedere Tiburon Library onsite;
- Perform at least 40 percent of your total work hours for Belvedere Tiburon Library onsite;
- Apply for and receive paid family leave compensation from the state of California under the California PFL law for the purpose of bonding with a new child and

Before you can receive Supplemental Compensation, you must complete and submit a Paid Parental Leave Form (PPL Form) to the Administrative Supervisor. On the PPL Form, you must:

- Indicate how you will provide Belvedere Tiburon Library with notice of the EDD PFL benefit amount you will receive from EDD (see below);
- Agree to reimburse Belvedere Tiburon Library the full amount of Supplemental Compensation you received if you voluntarily separate from employment within 90 days of the end of the leave period and Belvedere Tiburon Library requests reimbursement in writing; and
- Report wages from other employer(s), if any, and submit a copy of the completed PPL Form to each employer.

You can notify Belvedere Tiburon Library of the amount of PFL you are receiving by selecting one or both of the following options:

- Providing Belvedere Tiburon Library with a copy of the Notice of Computation as soon as you receive it from EDD, notifying Belvedere Tiburon Library when you receive your first PFL payment from the EDD and providing Belvedere Tiburon Library with the Notice of Payment you receive from the EDD; and/or
- Providing the EDD with written authorization to disclose the weekly PFL benefit amount to Belvedere Tiburon Library upon request, and then notify Belvedere Tiburon Library on the PPL Form that you have granted such permission to EDD.

If you plan to receive PFL benefits intermittently, you must notify Belvedere Tiburon Library of the intermittent leave schedule you provided to the EDD.

Extended Medical Leave

Occasionally, an employee may need a medical leave of absence that extends beyond limits under state or federal mandatory leave law. In addition, there may be circumstances when an employee needs a medical leave allowed under disability laws and in accordance with this policy. In these situations, an extended medical leave of absence may be granted for medical

disabilities (other than pregnancy, childbirth, and related medical conditions) with a doctor's written disability certificate. Extended disability leaves will also be considered case-by-case, consistent with the Library's obligations under federal and state disability laws. Employees should request any leave in writing and as far in advance as possible.

A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work. The Administrative Supervisor will provide you with a form for your doctor to complete, showing the date you were disabled and the estimated date you can return to work. When returning from a medical disability leave, you must present a doctor's certificate declaring fitness to return to work. Upon return from medical leave, you will be offered the same position you held when your leave began, if available. A comparable position will be offered if your former position is unavailable. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. Belvedere Tiburon Library makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings. Belvedere Tiburon Library will comply with any reinstatement obligations under state or federal law. California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions. An employee who needs reasonable accommodations should contact the Administrative Supervisor and discuss the need for an accommodation.

Benefits

Holidays

Full-time employees are entitled to the following paid holidays:

- January 1 (New Year's Day)
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- July 4th (Independence Day)
- Labor Day
- Veteran's Day
- Thanksgiving Day and the Friday immediately after
- Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, Belvedere Tiburon Library may grant another day off instead of closing. For a full-time employee who does not work a Monday through Friday schedule, the day immediately following their two days off will be deemed a holiday in lieu of the day observed, unless the supervisor and employee agree to another day for business reasons. Holiday observance will be announced in advance.

In addition to recognized holidays, the Board may approve observing additional paid holidays appointed by the President of the United States or the Governor of California upon which federal

and/or state government offices will be closed. Holidays that are paid but not worked do not count for overtime purposes. To be eligible for a paid holiday, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately before and immediately after the holiday unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law.

Holiday Compensation

Employees required to work on a paid scheduled holiday will be compensated at one and one-half times their hourly rate. Alternatively, employees may elect to receive compensatory time off at one and one-half times in lieu of holiday pay.

Floating Holidays

Full-time employees are eligible to earn four prorated floating holidays per year, granted on July 1. Floating holidays may be taken at any time or times during the fiscal year in which they are accrued, provided the request is made in advance and the department approves such request. For new employees, floating holidays will be prorated on a quarterly basis. Floating holidays must be taken in the fiscal year accrued and will not carry over from one fiscal year to the next. Upon separation of employment from the Library, unused, accrued pro-rated floating holidays will not be paid.

Public Employees' Retirement System Eligibility

The Library provides retirement benefits under the California Public Employee's Retirement System (CalPERS) for all regular employees. Regular part-time employees must work a minimum of 20 (twenty) hours per week or 1,000 hours per year, as stipulated under the retirement program provisions, to be eligible. An employee must be at least 50 and have at least five years of CalPERS-credited service to be eligible for service retirement.

In a defined benefit retirement plan, a retiree will receive a benefit determined by a set formula. More information regarding retirement benefits can be found at the CalPERS website located at www.calpers.ca.gov. All regular employees who meet the minimum requirements for inclusion in PERS will receive information regarding these benefits at the time of eligibility.

Insurance Benefits

Certain insurances and other benefits are available to specified employees with costs shared by the Library and/or the employee as defined and specified in compensation resolutions, adopted policies, or individual employment agreements, which the Library may amend from time to time.

All regular full-time employees can participate in the Library's health plan. Regular part-time employees working more than 20 hours per week are eligible for prorated benefit contributions. Eligible employees may elect to utilize the Library's health and dental insurance or opt out and receive a direct stipend in lieu of participating. Insurance premiums not paid in whole or in part by the Library will be the employee's responsibility. The Library's benefit plans are guided by Section 125 of the IRS Tax Code and thus abide by certain rules established for pre-tax plans. All premiums paid by employees for their benefits are on a pre-tax basis. Employees eligible for cashback on their fringe benefit package are subject to IRS Section 125 regulations, as unused fringe is considered taxable income to the recipient. Section 125 requires that benefits that are selected at the time of employment may not be changed during the benefit year unless there is a change in employment status or life circumstances.

Participation in Long Term Disability and State Disability Insurance (SDI) is mandatory for all employees. Health, life insurance, and disability insurance benefit details are provided

separately to employees at the time of eligibility. Please see the Administrative Services Supervisor for plan details.

Tuition Reimbursement

All employees are encouraged to obtain additional training or education to enhance their performance and promotion eligibility. All employees in good standing with over one year of satisfactory employment at the Library are eligible for tuition reimbursement. Eligible courses must be directly related to an employee's current position or to a promotional opportunity that may be reasonably anticipated within the near future. Courses must be from an accredited educational, technical, vocational, trade or business school or institution, whether public or private, including correspondence school. An employee may be reimbursed for up to \$1,000 annually for the cost of tuition or registration, books, and materials upon evidence of satisfactory completion of an approved course, provided funds are available in the budget.

Before enrollment, an employee must complete the Request for Tuition Reimbursement Form to be approved by the employee's immediate supervisor and Library Director. If approved and after completion of the course, the employee must furnish the Library with:

- Evidence of successful course completion, i.e. copy of grade notification slip; and
- Evidence of payment of tuition, books, etc. and complete a Reimbursement Form.

Tuition reimbursement may not be claimed if another agency or program, whether public or private, is defraying 50% or more of the education expenses.

Lactation Accommodation

It is the policy of the Library to accommodate lactating employees with a suitable lactation location who desire to express breast milk for their infant child and provide a reasonable amount of break time to express breast milk. Lactation accommodations will be provided to employees for as long as they desire to express breast milk or nurse their infant.

The break time should run concurrently with your normally scheduled break time if possible. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid.

The lactation location will be private, shielded from view, and free from co-workers and public intrusion. The area will be safe, clean, and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. Belvedere Tiburon Library will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the lactation space requirements. Multi-purpose rooms may be used as lactation space if they satisfy the criteria for space; however, the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Employees who desire lactation accommodations should contact the Administrative Supervisor to request accommodations. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

Belvedere Tiburon Library will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express

milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department (EDD). PFL provides partial pay for up to eight weeks when you need to take leave from work to:

- To care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill;
- To bond with your newborn, foster child or newly adopted child; or
- For a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, registered domestic partner, parent, or child in the Armed Forces of the United States.

The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

Workers' Compensation

Belvedere Tiburon Library, by state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to the Administrative Supervisor; and
- Provide the Library with a certification from your health care provider regarding the need for workers' compensation disability leave and your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee can return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to their same position held when the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of their job because of a physical or mental disability, the Library's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act or the California Fair Employment and Housing Act. The law requires Belvedere Tiburon Library to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

COVID-19 may be a work-related injury. If you test positive for COVID-19, please notify the Library immediately so we may notify our workers' compensation carrier as required by law.

Workers' Compensation and CFRA/FMLA

Employees who are ill or injured as a result of a work-related incident and who are eligible for family and medical leave under state and/or federal law California Family Rights Act (CFRA) and/or Family Medical Leave Act (FMLA), will be placed on CFRA and/or FMLA during the time they are disabled and not released to return to work. The leave under these laws will generally run concurrently.

Paid Sick Leave and Workers' Compensation Benefits

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if necessary. You will be paid your regular wages for the time you seek initial medical treatment. Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy, or other prescribed appointments will not be paid as time worked. If you have accrued unused sick leave, you may choose to substitute paid sick leave for any time that would otherwise be unpaid. If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from worked, related to your illness or injury.

Management

Business Hours and Closures

Generally, the Library is open to the public seven days a week but will close or operate with reduced hours and/or services on the following days:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King, Jr. Day);
- The third Monday in February (President's Day);
- The last Monday in May (Memorial Day);
- July 4th (Independence Day);
- The first Monday in September (Labor Day);
- November 11th (Veteran's Day);
- Last Thursday in November (Thanksgiving Day) and the day following;
- Christmas Eve
- Christmas Day
- New Year's Eve
- Staff Development (Typically in August and/or December)

Business hours are subject to change but typically include weekdays, 9 am to 8 pm and weekends, 10 am to 5 pm. The Library may unexpectedly close due to unforeseen

circumstances such as natural disasters (e.g., earthquakes, floods), safety concerns like structural damage or hazardous materials, or utility failures including power outages and water supply issues.

Employee Property

An employee's personal property, including but not limited to lockers, packages, briefcases, purses, messenger bags, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Belvedere Tiburon Library property, possession of dangerous weapons or firearms, or abuse of the Library's drug and alcohol policy.

Employment of Relatives

Relatives of employees may be eligible for employment with Belvedere Tiburon Library only if individuals involved do not work in a direct supervisory relationship or in job positions in which there is a conflict of interest. The Library defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

Names and Addresses Policy

Belvedere Tiburon Library is required by law to keep all employees' names and addresses current. You are responsible for notifying the Library of a name or address change.

Open-Door Policy

Suggestions for improving Belvedere Tiburon Library are always welcome. At some point, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions are important to us. If you have a complaint, suggestion, or question, speak with your supervisor immediately. If you are uncomfortable talking to your immediate supervisor, please bring the issue to the Administrative Supervisor or any other member of management. Also, if you have raised the issue and the problem persists, you may present it to the Administrative Supervisor, who will investigate and provide a solution or explanation. If the problem is not resolved, you may also present the problem to the Chair of Belvedere Tiburon Library, who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, you are not required to write your complaint. If you need assistance with your complaint or prefer to make a complaint in person, contact your direct supervisor. This procedure, which we believe is important for both you and the Library, cannot guarantee that every problem will be resolved to your satisfaction. However, Belvedere Tiburon Library values your observations, and you should feel free to raise concerns without fearing retaliation.

Performance Evaluations

Each employee will receive periodic performance reviews conducted by their supervisor. Your first performance evaluation will take place after completing the introductory period. Subsequent performance evaluations will be conducted annually near the employment anniversary date. The frequency of performance evaluations may vary depending on length of service, job position, past performance, changes in job duties, or recurring performance problems. Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to inform you of your progress, areas for improvement,

and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Belvedere Tiburon Library and depend upon many factors besides performance. After the review, you must sign the evaluation report to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

When a merit increase is granted, employees will be placed on the next step above their current step. Employees promoted to a higher classification will be placed in the step on the new classification that warrants at least a 5% increase from their current step. The Library Director may approve additional step increases based on merit for outstanding performance.

Personnel Records

You have a right to inspect or receive a copy of Belvedere Tiburon Library's personnel records relating to your performance or any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made. Any request to inspect or copy personnel records must be made in writing to the Administrative Supervisor. You may designate a representative to inspect the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. Belvedere Tiburon Library may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The records will be made available no later than 30 calendar days from the date Belvedere Tiburon Library receives your written request to inspect or copy your personnel records (unless you/your representative and Belvedere Tiburon Library mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request). Personnel information will be limitedly disclosed to outside sources other than your designated representative. However, Belvedere Tiburon Library will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Telecommuting

Working remotely, also called "telecommuting," allows employees to work from an alternative environment rather than the library's physical location. One goal of teleworking is to reduce traffic congestion and related air emissions. The Library Director may occasionally approve telecommuting for limited time or special projects. Requests to telecommute must be made in writing at least one week in advance of the requested day; requests to telecommute must be approved by the employee's supervisor and the Library Director. Working remotely is a privilege and may not be appropriate for all employees.

As a telecommuting employee, you must:

- Remain accessible during your telecommute schedule by phone, email, and direct message;
- Regularly communicate with your supervisor/manager to stay current on assigned/relevant tasks, projects, and any other work-related issues;
- Be available for and attend any video/teleconferences scheduled on an as-needed basis;
- Be available to physically attend scheduled work meetings as requested or required by the Library;

- Properly record all hours worked each day in compliance with the Library policies and practices;
- Take rest and meal breaks in full compliance with all applicable policies of the Library and
- Request supervisor approval to use vacation, sick or other leave in the same manner as when working at a physical work location.

Telecommuting employees must comply with all Library rules, policies, practices, and instructions that would apply if they were working at the Library's physical work location(s), including but not limited to policies governing telecommuting/remote work, use of technology, confidentiality, harassment and discrimination, and workplace safety.

Telecommuting employees are solely responsible for ensuring the safety of their alternative work environment. Telecommuting employees should ensure their workspace is safe and free from hazards, providing adequate protection and security of Library property. Telecommuting employees must maintain a safe, secure, and ergonomic work environment, comply with all applicable workplace safety rules, policies, and instructions, and report work-related injuries to the Library immediately. Telecommuting employees needing assistance maintaining a safe workspace should contact the Administrative Supervisor. Telecommuting employees are protected by the Library's workers' compensation insurance. As such, telecommuting employees are required to report any injuries that occur while working immediately. A telecommuting employee is liable for any injuries to third parties at or around the telecommuting employee's alternative work environment.

Company Property

Employer Property

Lockers, furniture, desks, computers, cell phones, data processing equipment/software, and vehicles are Belvedere Tiburon Library property and must be maintained according to Library rules and regulations. They must be kept clean and used only for work-related purposes. Belvedere Tiburon Library reserves the right to inspect all Library property, including computer or phone data or messages, to ensure compliance with its rules and regulations without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Library property may be removed from the premises.

Library voice mail and/or electronic mail (e-mail), including texting, pagers, and mobile email, are to be used for business purposes. Belvedere Tiburon Library reserves the right to monitor voicemail messages, e-mail messages, and texts to ensure compliance with this rule without notice to the employee and at any time, not necessarily in the employee's presence.

Belvedere Tiburon Library may periodically need to assign and/or change "passwords" and personal codes for

- Email
- Voice mail
- Cell phone
- Computer and laptop
- Internet router
- Shared Drive

- Library ILS

These communication technologies and related storage media and databases are to be used only for Library business and remain Belvedere Tiburon Library's property.

Belvedere Tiburon Library reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the Library voicemail and email systems are subject to the same policies against discrimination and harassment as any workplace communications. Offensive, harassing, or discriminatory content in such messages will not be tolerated.

No personal locks may be used on library-provided lockers or filing cabinets unless the employee furnishes a copy of the key or the lock combination. Unauthorized use of a personal lock by an employee may result in losing the right to use a locker or filing cabinet. For security reasons, employees should not leave valuable personal belongings in the workplace. Terminated employees should remove any personal items when they leave Belvedere Tiburon Library and immediately return any Library property in their possession. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Monitoring of Company Property

Belvedere Tiburon Library reserves the right to inspect all Library property to ensure compliance with its legal obligations under federal, state, and local laws, including complying with health and safety obligations, data and record retention requirements, preventing workplace harassment, supporting the defense of litigation, and others, as well as ensuring compliance with the company's own rules and regulations that facilitate its business operations. Inspection may occur without notice to the employee and at any time, not necessarily in the employee's presence. Belvedere Tiburon Library computers and all electronic communications and electronic information are subject to monitoring, and no one should expect privacy regarding such use. The Library reserves the right to access, review, and monitor electronic files, information, messages, text messages, email, Internet history, browser-based webmail systems, and other digital archives. The Library also reserves the right to access, review, and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Library policy or any law occurs. The Library may monitor email, and there is no expectation of privacy. Assume that email may be accessed, forwarded, read, or heard by someone other than the intended recipient, even if marked as "private." Employee passwords may be used to secure devices and data from unauthorized access by other employees or third parties, but using a password does not affect the Library's ownership of the electronic information or ability to access and monitor the information at any time. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Belvedere Tiburon Library management.

Electronics and Social Media

Belvedere Tiburon Library provides a wide variety of electronic devices, communications tools, and resources to employees to facilitate business operations and activities. The Library has substantial business interests related to using its electronic devices, including, for example, workplace productivity and performance; the privacy of employees, customers, clients, and other third parties; and protecting the Library's confidential information. Additionally, the Library has significant legal obligations concerning the use of its electronic devices and communications, including data and record retention requirements, workplace safety, preventing workplace harassment, supporting the defense of litigation, and others. This policy governing

the use of Library computer systems and electronic information is intended to ensure compliance with the Library's legal obligations under federal, state, and local law and to facilitate a safe, efficient, and productive workplace.

For purposes of this policy, the following definitions apply: "computers" are defined as company-owned desktop computers, laptops, handheld devices (including but not limited to iPhones, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware, and servers provided by the company. Belvedere Tiburon Library also uses various forms of "electronic communication." "Electronic communication" includes, but is not limited to, email; text messages; telephones; cell phones and other handheld devices (such as mobile phones, smartphones, tablets or iPads); fax machines; use of Internet- and cloud-based platforms, programs and services such as Microsoft Teams, Slack, Asana, Dropbox, etc.; and use of social media platforms such as LinkedIn, Instagram, Facebook, X (Twitter), etc.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data and files. The following general policies apply:

- Computers and all data transmitted through Belvedere Tiburon Library servers are subject to review, inspection, and retention to conduct Library business and comply with the Library's legal obligations under federal, state, and local law.
- Company computers must be maintained according to Belvedere Tiburon Library rules and regulations. Computers must be kept clean, and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any company property may be removed from the premises.
- All electronic communications are also subject to review, inspection, and retention for Library business and compliance with federal, state, and local law. For example, email messages created, sent, and/or received through library-provided email accounts, computers, or servers may be monitored and retained for both business purposes and to comply with legal obligations.
- Electronic information created by an employee using any computer or any means of electronic communication is also subject to the Library's review, inspection and retention to conduct Library business and comply with legal obligations.
- Information stored in Belvedere Tiburon Library computers and file servers, including, without limitation, Library patrons' personal and confidential information Library patrons' library usage data is the property of the Library and may not be distributed outside the Library in any form whatsoever without the written permission of the Library Director.
- Violating any of this policy's provisions, whether intentional or not, will subject Belvedere Tiburon Library employees to disciplinary action, up to and including termination.

Prohibited Use

All existing Library policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with the misuse of company assets or resources. It is a violation of Belvedere Tiburon Library policy to use computers, electronic communications, electronic information, or the Internet in a discriminatory manner, harassing, or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Belvedere Tiburon Library policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential information such as trade secrets, other confidential

information described in the Library's Confidential Information policy, or information restricted from disclosure by law.

The display of any sexually explicit multimedia content, message, or document on any Library computer is a violation of the Library's policy against sexual harassment. This description of prohibited usage is not exhaustive, and it is at the discretion of Belvedere Tiburon Library to determine if there has been a violation of this policy. Employees who engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Discuss with others the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise, engage in protected concerted activity that employees have the right to engage in under federal, state, or local law.

Computer and Internet Use

An efficient and productive workplace is critical to the future of the Library and its employees. Belvedere Tiburon Library provides its employees with computers, electronic communications, information and information technology resources, including the Internet, to help them do their job. Generally, these Library resources should be used for business-related purposes. However, the Library recognizes that occasional personal use of these resources and property may occur during working time. The Library allows such occasional personal use as long as the usage does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, tie up printers or other shared resources, or violate any Library policy, including policies against harassment, discrimination, and disclosure of confidential or trade secret information.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to use Library email systems to:

- Communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise, engage in protected concerted activity that employees have the right to engage in under federal, state, or local law.

All policies relating to monitoring Library property usage apply. Belvedere Tiburon Library reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

Social Media

Social media is an Internet platform that facilitates interaction between people online, such as Facebook, LinkedIn, Instagram, X (Twitter), TikTok, and other related platforms. If you have specific questions about which programs the Library deems to be social media, consult the Library Director. The Library recognizes that occasional personal use of social media using Library resources may occur during working hours. The Library allows such occasional personal use as long as the usage does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, tie up printers or other shared resources, or violate any company policy, including policies against harassment, discrimination, and disclosure of confidential or trade secret information. All

policies relating to monitoring usage of company property apply. Belvedere Tiburon Library reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

Employees can also use their own personal devices to engage in social media during breaks and meal periods; however, all other Library policies against inappropriate usage apply, including the Library's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential or trade secret information. Nothing in the Library's social media policy is intended, nor should it be interpreted, to in any way interfere with, restrain, or prevent employees from using social media to:

- Communicate with others regarding wages, job performance, workplace safety, workload, supervisors, staffing, or other terms and conditions of employment or
- Otherwise, engage in protected concerted activity that employees have the right to engage in under federal, state, or local law.

Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch room, kitchens, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

Parking

Employees may park their vehicles in designated areas with a parking permit. If a parking permit is not provided, employees must park in permissible public areas or park in the library's lot with permission from the Library Director. Belvedere Tiburon Library is not responsible for any loss or damage to employee vehicles or contents while parked on Library property.

Prohibiting Personal Use of Company Cell Phone

Cell phones (including handheld devices and smart phones such as iPhones) may be provided to some employees to assist them in performing their job. Cell phones are Library property. Data (including web browsing), messages (including voice mail, mobile email and text messaging) and other stored electronic information is subject to monitoring, and employees do not have an expectation of privacy in the use of this company property.

The Library may ask you to assign a password to your company cell phone to prevent unauthorized access. This password does not affect the Library's cell phone ownership or ability to monitor the information. Company cell phones must not be used in any manner that violates any other Library policy, including safety policies, confidentiality policies, electronic and social media policies, and policies against discrimination and harassment. Employees are prohibited from using Library-issued cell phones and any other Belvedere Tiburon Library property to conduct personal business. Employees who are provided a company cell phone may use the phone for personal reasons only in case of an emergency, or if they are engaged in a protected concerted activity related to improving the terms and conditions of their employment, such as communicating a workplace safety issue. Other personal use is prohibited. This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing, or other terms and conditions of employment; or
- Otherwise, engage in protected concerted activity that employees have the right to engage in under federal, state, or local law.

Smoking

Smoking is prohibited at this workplace. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

Solicitation and Distribution of Literature

To ensure the efficient operation of the Library's business and prevent disruption to employees, we have established control of solicitations and distribution of written and/or electronic materials and content on Library property. Belvedere Tiburon Library has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with their supervisor. No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, during their working time, or during the working time of the employee or employees at whom such activity is directed. For purposes of this policy, work areas are areas controlled by the Library where employees are performing work, excluding areas where work is typically not performed, such as parking lots, break rooms, lunch areas, etc. Working time does not include rest and meal break periods. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on Library property. This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise, engage in protected concerted activity that employees have the right to engage in under federal, state, or local law.

Employee Conduct

Conducting Personal Business

Employees are to conduct only Belvedere Tiburon Library business while at work. You may not conduct personal business or business for another employer during your scheduled working hours. For purposes of this policy, personal business does not include engaging in communications in response to an emergency or:

- Communicating with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing, or other terms and conditions of employment; or
- Otherwise, engaging in protected concerted activity that employees have the right to engage in under federal, state, or local law.

Confidential Information

Each employee is responsible for safeguarding the confidential information obtained during employment. During your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding Belvedere Tiburon Library's business, including information related to the Library's clients and related information. Confidential information does

not include information about the terms and conditions of your employment, such as wages, benefits, workplace safety, and other topics you have the right to discuss with other employees under the law.

You have a responsibility to prevent revealing or divulging any confidential information unless you must do so in performing your duties or as required by law. Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated, and the Library may take legal action. This policy does not prohibit employees from confidentially disclosing trade secrets or proprietary or confidential information to federal, state, and local government officials or to an attorney when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets expressly allowed by 18 U.S.C. sec. 1833(b). Nothing in this policy prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or any other conduct you have reason to believe is unlawful. This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing, or other terms and conditions of employment; or
- Otherwise, engage in protected concerted activity that employees have the right to engage in under federal, state, or local law.

Conflicts of Interest

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of Belvedere Tiburon Library that impairs an employee's ability to exercise sound judgment on the Library's behalf can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships can also lead to supervisory problems, possible claims of sexual harassment, and morale problems. Employees involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor or any other appropriate supervisor to determine whether an actual conflict exists. If an actual conflict is determined, Belvedere Tiburon Library may take appropriate corrective action according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action. This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing, or other terms and conditions of employment; or
- Otherwise, engage in protected concerted activity that employees have the right to engage in under federal, state, or local law.

Customer Relations

Employees must be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation they do not feel capable of handling, a supervisor should be notified immediately. Ours is a service agency, and we should strive to work amicably to find solutions to customer issues. Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must promptly and professionally respond to customer

inquiries in person or by telephone. Through your conduct, show your desire to assist the customer in obtaining the help they need. If you are unable to help a customer, find someone who can. All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we provide service. Never argue with a customer. If a problem develops or a customer remains dissatisfied, ask your supervisor for additional support or to intervene.

Dress Codes and Other Personal Standards

Employees are expected to wear business casual clothing appropriate for the nature of our business and the type of work performed. Avoid clothing that can create a safety hazard. Because each employee represents Belvedere Tiburon Library in the eyes of the public, each employee must report to work appropriately groomed and wearing appropriate clothing. Employees are expected to dress neatly. The following are examples of acceptable office attire:

- Button-down shirts, blouses, sweaters, or polo shirts
- Sport coats, blazers, cardigans
- Slacks, khakis, jeans without holes or rips
- Knee-length skirts and dresses
- T-shirts with Library logos or text
- Closed-toed shoes (for those regularly moving books, large carts, boxes, etc.)

The following are examples of unacceptable office attire:

- Tanks, halter or crop tops, low-cut or backless tops
- Flip-flops
- Clothing with holes, such as distressed jeans
- Clothing that is too tight or short
- Clothing with offensive logos or text

All clothing should be clean and without rips or holes. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire. All employees required to wear uniforms provided by Belvedere Tiburon Library must take care of them and report any wear or damage to their supervisors. Your supervisor must approve any deviations from these guidelines. This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin, or any other class protected by federal, state, or local law. For more information, see the *Harassment, Discrimination and Retaliation Prevention* policy. Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact the Administrative Supervisor to discuss the need for accommodation.

Drug and Alcohol Abuse

Belvedere Tiburon Library is concerned about the use of alcohol, cannabis/marijuana, illegal drugs, or controlled substances as it affects the workplace. These substances can detract from an employee's work performance, efficiency, safety, and health and seriously impair Library operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Library to the risks of property loss, damage or injury to other persons. The following rules and standards of conduct apply to all employees while on Library property, at work, or working on library business. The following are strictly prohibited by Library policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol, or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol, or marijuana (including the unlawful use of prescription drugs and possessing drug paraphernalia) during work hours, on breaks, or at any time on paid status, except for alcohol served after working hours or at an authorized function such as a retirement party
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol, or marijuana while on the job.

Violating these rules and standards of conduct will not be tolerated and will result in disciplinary action, up to and including termination. Belvedere Tiburon Library may also bring the matter to the attention of appropriate law enforcement authorities. In order to enforce this policy, Belvedere Tiburon Library reserves the right to conduct searches of Library property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

Belvedere Tiburon Library will not discriminate against employees for the use of marijuana off the job and away from the worksite, nor will Belvedere Tiburon Library take disciplinary action against employees for such use so long it does not result in the employee being under the influence of marijuana while on the job (e.g., using marijuana off-duty and outside of work and then coming to work while still under the influence/impaired).

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Library property will not be tolerated because such conduct, even though off duty, reflects adversely on Belvedere Tiburon Library. In addition, the Library must keep people who sell or possess controlled substances off the Library premises in order to keep the controlled substances themselves off the premises.

Belvedere Tiburon Library will encourage and reasonably accommodate employees with alcohol, marijuana, or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Library is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol, or marijuana use. Employees who are given the opportunity to seek treatment and/or rehabilitation will not be reinstated if doing so would result in undue hardship to the Library. This policy on treatment and rehabilitation is not intended to affect the Library's treatment of employees who violate the regulations described previously. Instead, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Other Employment

Employees of Belvedere Tiburon Library are expected to devote their energies to their jobs. Generally, no full-time employee may engage in outside employment unless prior written approval from the Library Director is granted. Employment that directly conflicts with the Library's essential business interests and disrupts business operations is strictly prohibited. If you wish to engage in additional employment that may create a real conflict of interest, you must submit a written request to the Library Director explaining the details of the additional employment. If the additional employment is authorized, Belvedere Tiburon Library assumes no responsibility for it. Belvedere Tiburon Library shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Political Activity

Many employees participate in political activities on their own time. Library time, facilities, property, or equipment (including all computers, networks, and electronic equipment) must not be used for your outside political activities. Belvedere Tiburon Library will not reimburse any employee for political contributions, and you should not attempt to receive or facilitate such reimbursements. Absent a formal statement by Belvedere Tiburon Library announcing any political endorsements, you must not, through your actions, speech, contributions, or written communication, mislead others to believe that Belvedere Tiburon Library officially endorses or opposes any candidates for political office that Belvedere Tiburon Library itself has not publicly announced. Library employees are entitled to their position. The Library will not discriminate against employees based on their lawful political activity outside of work.

Prohibited Conduct

To provide a safe, cooperative, efficient, and productive work environment for all of its employees, Belvedere Tiburon Library requires order and discipline in the workplace. For this reason, certain types of conduct are impermissible and may lead to disciplinary action, up to and including termination. While it's not possible to provide employees with a complete list of every possible type of disciplinary offense, the following are some examples of the types of conduct that are considered impermissible:

- Falsifying employment records, employment information, or other company records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time to falsify any timekeeping, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any company property or the property of any employee or customer;
- Removing or borrowing company property without prior authorization;
- Unauthorized use or misuse of company equipment, time, materials, or facilities as specified in company policies;
- Provoking a fight or fighting during working hours or on company property;
- Participating in horseplay or practical jokes on company time or company premises;
- Carrying firearms or any other dangerous weapons on company premises at any time;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;
- Using abusive or threatening language at any time on company premises;
- Violating company punctuality and attendance policies. (Neither absences protected by state or federal law nor protected paid sick time under California law count as violations of this policy);
- Failing to obtain permission to leave work for any reason during regular working hours, not including rest and meal periods;
- Failing to observe working schedules, including rest and meal periods;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than five minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned schedule and overtime;
- Violating dress standards;
- Violating any safety, health, security, or Library policy, rule, or procedure;
- Violating the company's drug and alcohol policy;

- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the company's anti-harassment or equal employment opportunity policies; and
- Failing to report work-related injury or illness promptly.

This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and/or Library operations may also be prohibited and will result in disciplinary action up to and including termination.

This statement of prohibited conduct does not alter the Library's at-will employment policy. You or Belvedere Tiburon Library remain free to terminate the employment relationship at any time, with or without reason or advance notice. Belvedere Tiburon Library will not discipline employees for conduct that relates to employees' ability to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise, engage in concerted activity protected under federal, state, or local law.

Punctuality and Attendance

As an employee of Belvedere Tiburon Library, you are expected to be punctual and regular in attendance. Tardiness or absences can cause problems for your co-workers and your supervisor. When you are absent, others must perform your assigned work. You are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal periods, rest periods, or when required to leave on authorized Library business. Late arrivals, early departures, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you cannot report for work on any particular day, you must provide reasonable advance notice to your supervisor before you are scheduled to begin working that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practical of the reason for the tardiness or absence. Excessive absenteeism or tardiness, providing false information, or abuse of leave laws will not be tolerated.

Unauthorized leaves or absences without notification shall be considered without pay, and the employee's pay reductions shall be made accordingly. Absence without authorization for more than three consecutive working days shall be deemed an abandonment of the job and result in employment termination. Examples of unauthorized leave include taking breaks, including lunch or dinner, beyond the time specified above. Absences protected by local, state, and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.

Wages

Salary Schedule

Belvedere Tiburon Library utilizes a six-step salary schedule for all classifications. Typically, new hires will be placed on the first step of the salary schedule of their classification unless background and experience warrant a higher step placement. The Library Director will determine placement on the salary schedule upon hire. Advances through the steps are based on performance and are not automatic. On occasion, the Library may update the salary schedule to account for Cost of Living Adjustments (COLA).

Advances

Belvedere Tiburon Library does not permit advances against paychecks or against unaccrued vacation. Advances may only be provided for approved work-related travel to cover anticipated Meal and Incidental costs; the Library Director must approve these advances.

Expense Reimbursements

Belvedere Tiburon Library reimburses employees for business expenses made with personal funds and pre-approved by their supervisor. Employees who have incurred business expenses must submit the required receipts and the Personal Reimbursement Form to Administration no later than 30 days after the purchase. Personal and/or vacation travel may be combined with business travel provided there is no additional cost to Belvedere Tiburon Library and it meets with the approval of the Library Director. Belvedere Tiburon Library credit cards are not to be used for personal expenses. If you have any questions about the Library's expense reimbursement policy, contact the Administrative Supervisor.

Makeup Time

Belvedere Tiburon Library allows the use of makeup time when non-exempt employees need time off to tend to personal obligations. Makeup time worked will not be paid at an overtime rate. Employees may take time off and then make up the time later in the same workweek or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek. Makeup time requests must be submitted in writing to your supervisor. Requests will be considered for approval based on the legitimate business needs of the Library at the time the request is submitted. A separate written request is required for each occasion the employee requests makeup time. If you request time off that you will make up later in the week, you must submit your request at least 24 hours before the desired time off in advance of the desired time off. If you request to work makeup time first in order to take time off later in the week, you must submit your request at least 48 hours before working the makeup time before working the makeup time. Your makeup time request must be approved in writing before you take the requested time off or work makeup time, whichever is first. All makeup time must be worked in the same workweek as the time taken off. The Library's seven-day workweek is Sunday through Saturday. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work makeup time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason. An employee's use of makeup time is completely voluntary. Belvedere Tiburon Library does not encourage, discourage, or solicit the use of makeup time.

Meal and Rest Periods

All non-exempt employees are entitled to uninterrupted rest break periods during their workday. If you are a non-exempt employee, you will be paid for all such break periods, and you will not clock out. You will be authorized and permitted one (1) 10-minute net rest break for every four (4) hours you work (or a major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours. You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break. If you work a shift from three and one-half (3.5) to six (6) hours in length, you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) ten-minute rest breaks. You are authorized and permitted to take a rest break in the middle of each four-hour work period. Your rest break will be scheduled by your Direct Supervisor.

All non-exempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if they work more than five (5) hours in a workday. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period. If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance. The waiver must be in writing. Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work). Your meal period will be scheduled by your Direct Supervisor.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record. If, for any reason, you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify the Administrative Supervisor. Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to your Direct Supervisor and document the reason for the missed meal period or time worked. Please also refer to the Belvedere Tiburon Library Timekeeping Policy.

Overtime for Nonexempt Employees

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Belvedere Tiburon Library will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Library Director. Belvedere Tiburon Library provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;

- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

Pay for Mandatory Meetings/Training

Belvedere Tiburon Library will pay employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory;
- The meeting, course, or lecture is directly related to the employee's job; and
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by their supervisor;

Payment for mandatory meetings or training may be paid in actual wages or with compensatory time off.

Payment of Wages

Paydays are scheduled semi-monthly, ending on the last day of the month and the 15th, respectively. If a regular payday falls on a weekend or holiday, you will be paid on the preceding business day. If you observe an error on your check, please report it immediately to the Administrative Supervisor.

Belvedere Tiburon Library offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from Administration) and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins. To stop automatic payroll deposit, complete the form available from Administration and return it at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the form is received, provided it is received no later than 10 days before the end of the pay period.

Timekeeping Requirements

All employees are required to use ADP Software to record time worked for payroll purposes. All time worked must be accurately reported on your time record. You must record your own time at the start and at the end of each work period. You are not allowed to work "off the clock." Working off the clock violates Library policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. You also must record your time whenever you leave the building for any reason other than Belvedere Tiburon Library business. You will be required to certify that your time record is accurate. Altering another employee's timecard and allowing another employee to alter your timecard is not permissible and is subject to disciplinary action. Any errors on your timecard should be reported immediately to your supervisor. Please also refer to Belvedere Tiburon Library's Meal and Rest Break Policy.

Safety and Health

Employees Who Are Required to Drive

Employees whose job duties require them to drive a Library vehicle or their own vehicles for Library business will be required to show proof of valid driving licenses and insurability under the Library's policy or current effective insurance coverage before the first day of employment. Belvedere Tiburon Library participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job. If an employee is required to drive as part of their job, Belvedere Tiburon Library retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Library's policy.

Ergonomics

Belvedere Tiburon Library is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Library will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Library encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. Belvedere Tiburon Library believes that the reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the Administrative Supervisor.

Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to Administration. Belvedere Tiburon Library maintains an Injury and Illness Prevention Program to comply with California law and promote the concept of a safe workplace. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the manager's office. Belvedere Tiburon Library also maintains a written COVID-19 prevention program in compliance with California law, which is available for review by employees and/or authorized representatives. In compliance with Proposition 65, Belvedere Tiburon Library will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Inclement Weather/Natural Disasters

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

- Inclement weather: Conditions that excuse absence from work include road closure, severe weather, earthquake, and fire. If weather conditions prevent you from safely traveling to work, you must notify your Direct Supervisor by phone, if telephone service is functional, or by any other available means. Employees may be paid for up to three day(s) per year when weather conditions prevent them from reaching the worksite. Absences in excess of three day(s) will be unpaid or will be deducted from accumulated vacation time.
- In the event of a natural disaster, the Library will be closed if the building is damaged or highways leading to the Library are damaged.

Recreational Activities and Programs

Belvedere Tiburon Library or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Workplace Violence

Belvedere Tiburon Library has adopted the following workplace violence policy to ensure a safe working environment for all employees. The Library has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously and will lead to discipline up to and including termination. Possession of weapons on Library premises and at Library-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to help establish and maintain a violence-free work environment. Therefore, you are expected and encouraged to report any incident that may threaten you or your co-workers or any event that you reasonably believe is threatening or violent. You may report an incident to any supervisor or manager. A threat includes, but is not limited to, any indication of intent to harm a person or damage Library property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

| Example | Type of Threat |
|---|------------------|
| Saying, "Do you want to see your next birthday?" | Indirect |
| Writing, "Employees who kill their supervisors have the right idea." | Indirect |
| Saying, "I'm going to punch your lights out." | Direct |
| Making a hitting motion or obscene gesture | Nonverbal |
| Displaying weapons | Extreme |
| Stalking or otherwise forcing undue attention on someone, whether romantic or hostile | Extreme |
| Taking actions likely to cause bodily harm or property damage | Acts of violence |

The Library's workplace violence program is described in detail in the Library's Illness and Injury Prevention Program (IIPP).

Termination

Employee References

All requests for references must be directed to the Administrative Supervisor. No other manager, supervisor, or employee is authorized to release references for current or former employees without prior authorization from the Administrative Supervisor. For all former employees, the Belvedere Tiburon Library discloses the dates of employment, title of the last position held, and salary upon departure. The Administrative Supervisor may release current salary range information when verifying employment for a loan or other benefits. If an employee agrees and signs the Consent to Release Form, additional reference information may be

provided for prospective hiring agencies, including job-related duties, performance, and character. Information that is incomplete or constitutes an unwarranted invasion of personal privacy will not be provided.

Involuntary Termination and Progressive Discipline

Violation of Belvedere Tiburon Library policies and rules may warrant disciplinary action. The Library has a system of progressive discipline that may include verbal warnings, written warnings, and suspension. The system is not formal, and Belvedere Tiburon Library may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The Library's policy of progressive discipline in no way limits or alters the at-will employment relationship.

Reductions in Force

Under some circumstances, Belvedere Tiburon Library may need to restructure or reduce its workforce. If restructuring operations or reducing the number of employees becomes necessary, the Library will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite. In determining which employees will be subject to layoff, Belvedere Tiburon Library will consider, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved.

Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits their employment at Belvedere Tiburon Library or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their supervisor (unless the absence is protected by law). All Library-owned property, including keys, laptops, identification badges, and credit cards, must be returned immediately upon termination of employment. Failure to return library property may result in the Library seeking recovery of the property through court action.

Reappointments

Reappointment after separation from employment for any reason will be considered as new employment.

Confirmation of Receipt

Confirmation of Harassment Discrimination and Retaliation Prevention Policy

I have received my copy of the Library's Harassment, Discrimination and Retaliation Prevention Policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the Library is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature _____
 Employee's Printed Name _____
 Date _____

Confirmation of Confidential Information Policy

I have received my copy of the Library's Confidential Information Policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the Library is committed to safeguarding the confidential information of library clients. My signature certifies that I understand I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature _____
 Employee's Printed Name _____
 Date _____

Confirmation of Employee Handbook

I have received my copy of the Library's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Belvedere Tiburon Library is employment at will; employment may be terminated at the will of either the Library or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Belvedere Tiburon Library and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Belvedere Tiburon Library.

I understand that except for at-will employment status, any and all policies or practices can be changed at any time by the Library. Belvedere Tiburon Library reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the Library Director of Belvedere Tiburon Library, no manager, supervisor, or representative of the Library has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Library Director has the authority to make any such agreement and then only in writing, signed by the Chair.

Employee's Signature _____
 Employee's Printed Name _____
 Date _____



DATE: August 19, 2024

TO: Library Board of Trustees

FROM: Crystal Duran, Library Director

SUBJECT: Project Refresh Update

Through strategic planning, the community expressed a strong desire for our library to be a warm, welcoming space where neighbors can connect. This vision includes cozy furnishings, inviting entryways, and enhanced usability and wayfinding. In February 2024, the BTLA and BTLF identified these goals as priority areas for implementation.

Over recent months, library staff have collaborated with a volunteer interior designer and a commercial architect to conceptualize improvements under the initiative, colloquially known as Project Refresh. This plan is divided into two phases:

Phase One: Immediate Enhancements

- Adding comfortable seating to both lobbies and the reading room.
- Relocating computers and public copiers to the digital classroom.
- Creating new display areas.
- Relocating select staff workstations and adding a public meeting space.
- Reducing shelving in the children's library for better sightlines.
- Replacing table legs to improve seating compatibility and adding desktop lighting throughout.

Phase Two: Long-Term Improvements

- Exploring alternative desk arrangements in various alcoves.
- Replacing all nave seating.
- Rearranging shelves.
- Installing permanent lighting throughout the nave.
- Adding acoustic panels in select areas to mitigate noise.

Volunteers have proposed furniture and color options designed to complement and enhance the existing library aesthetic, with careful attention to ADA compliance and functionality. The estimated cost for Phase One, including purchases and labor, ranges from \$45,000 to \$55,000. Phase Two furniture is projected to cost upwards of \$40,000, with additional electrical work and labor costs still to be determined.

In the interim, staff have relocated some existing furniture to create a welcoming reception area and moved shelving to generate new display opportunities. These temporary changes have been well-received, with staff observing increased usage of these spaces and a higher circulation rate for displayed items.

As a next step, BTLA and BTLF should discuss potential collaborative opportunities to fund Project Refresh.

Belvedere-Tiburon Library Agency Future Meeting Dates

September 16, 2024

October 21, 2024

November 18, 2024

No Meeting in December unless necessary (December 16, 2024)

January 27, 2025

February 24, 2025

March 17, 2025

April 21, 2025

May 19, 2025

June 16, 2025

July 21, 2025

No meeting in August unless necessary (August 18, 2025)

**All meetings are held on Mondays at 6:15 pm IN PERSON in the Library
Founder's Room.**