

The Papillon Club of America, Inc.
Board Meeting Agenda for
July 11, 2017

President, Nicholas Forbes called the meeting to order at 9:03 pm EDT

Members Present: Nicholas Forbes, Diana Sayre, Beth Gray, Betty Winthers, Marcy Wyrens, Jack Sirkoch, Lou Ann King, Carol Ochs and Mary Keith Welch.

There is a Quorum.

Agenda was adopted.

The minutes of last meeting were approved via email.

Reports of Officers:

President –

The following motion was adopted: Betty Winthers moved that the Board approve the following two specials:

Sierra Nevada Papillon Club's two independent specialties to be held September 29, 2017, Carson City, NV.

Papillon Club of Tulsa's two independent specialties to be held on June 1, 2018, Midwest City, OK.

Voting Yes: Beth Gray, Lou Ann King, Betty Winthers, Mary Keith Welch, Diana Sayre, and Carol Ochs.

Voting No:

Abstaining: Nicholas Forbes and Marcy Wyrens.

The following motion was adopted: Beth Gray moved that the Board approve the application for the Charleston Kennel Club's PCA Supported Shows to be held on January 27, 2018.

Voting Yes: Beth Gray, Lou Ann King, Betty Winthers, Mary Keith Welch, Diana Sayre, Carol Ochs, and Jack Sirkoch.

Voting No:

Abstaining: Nicholas Forbes and Marcy Wyrens.

The following motion was adopted: Lou Ann King moved that the President be authorized to sign the renewal application for our liability insurance.

Voting Yes: Marcy Wyrens, Lou Ann King, Betty Winthers, Beth Gray, Mary Keith Welch, Diana Sayre, Carol Ochs, and Jack Sirkoch.

Voting No:

Abstaining: Nicholas Forbes.

The following motion was adopted: Betty Winthers moved that PCA approve the Northern CA Papillon Club two independent Specialties Feb 2, 2018, in Fresno, CA.

Voting Yes: Marcy Wyrens, Beth Gray, Lou Ann King, Betty Winthers, Mary Keith Welch, Diana Sayre, Carol Ochs, and Jack Sirkoch.

Voting No:

Abstaining: Nicholas Forbes.

Vice-President – Nothing at this time.

Treasurer – See attached.

Corresponding Secretary –I have gotten correspondence from Lori Landis regarding the PCA specialty in December.

Recording Secretary –I have been in contact with Bert of Molnar Printing who has done our roster in the past. I will be getting him the info to get started on that soon.

I have also been working getting the Breeders List updated on our website. It is a line item, detailed spreadsheet and in order to get any errors or omissions taken care of I need to send the webmasters only the info that has changed or been omitted. It is a time consuming task.

Reports of Committees:

Delegate to the AKC (Arlene Czech) – No report at this time.

2017 PCA National Specialty (Loma Foster) – No report at this time.

2018 PCA National Specialty (Karen Byrd) – We have two superintendents who have submitted a quote for our 2018 Specialty. They are Roy Jones Dog Shows and Onofrio Dog Shows. Foy Trent is in the process of giving us a quote. I sent a reminder email to him yesterday. Baray has submitted a partial quote and they are looking into renting ring equipment if they come to Florida. The others I have not heard from at all.

I know there is a question about the agility venue and we do not have an answer on that yet. Cynthia Springer is keeping up with what is going on there and will report on it when information becomes available.

PCA Judges' Education Committee (Lou Ann King) – I am in the process of updating the mentor's list for both the PCA web site and the AKC web site. I have sent an email to everyone that has been listed as a mentor anywhere on any scrap of paper in the JE files. I, then, went through the current roster to identify each as a member. I have requested if they wish to be taken off or not have their information listed they send me a response. I have to send the list to AKC by the 14th and will send same to the Recording Secretary.

I also requested the excess materials from the Oklahoma Toy Institute be returned, but the coordinator, Janis Pardue, refused, saying they would have them for next year and they were put in 'storage'.

Members' Education Committee (Tracy Burdick) – No report at this time.

National and Regional Specialty Manual Rewrite Committee (Carol Ochs) – The Committee is about to begin the segmentation of the Manuals as they now exist. We have added a new member, Stephanie Wells who is adding her technical expertise to our goal of streamlining our Manuals. Cynthia Springer has also joined our committee as a valuable resource as we build the 2018 Specialty and try to record and be aware of each step needed to put the Show together from the ground up. We hope to incorporate these steps into an easily usable spreadsheet which will cross reference the AKC Manual with the PCA Manual developed for our particular needs. As always we welcome your help and input.

PCA Specialty Site Search and Event Negotiations Committee (Carol Ochs) – We were unable to come to an agreement with the Park Inn Hotel (2018 Specialty Site) to extend our contract for two extra days following our National Specialty in order to add two additional Shows. We have terminated this endeavor and have instead, with approval of the Sunshine State Club scheduled a PCA Regional Show for Monday, June 4th, followed by the Sunshine State Regional Specialty on Tuesday June 5th. This will provide Exhibitors with the opportunity to show three times during our already contracted dates with the hotel.

The search for our National Specialty location in 2019 continues with emphasis on the West Coast. At this point we have two interested parties working with us to provide an official proposal in the near future. Before the next Board Meeting we will be sending out the formal request for bids. Support documents to aid in the search will be provided to those asking for our help.

Illustrated Standard Research Committee (Charlotte McGowan) – See attached.

Companion Events Committee (Candy Janke) – No report at this time.

Genetics Chair (Andi Meloon) – No report at this time.

Phalène Committee (Janis McLaren) – No report at this time.

Juniors Committee (Marcy Wyrens) – No report at this time.

Membership Committee (Jane Sirkoch) – No report at this time.

Standing Finance Committee (Karen Murad) – No report at this time.

Awards Committee (Tracy Burdick) – No report at this time

Archivist/Custodian of the Hall of Fame (Tracy Burdick) – No report at this time.

PapTalk Editor (June Peterson-Crane) – I have been pleased with the reception I'm getting from the membership. I am not sure how many members actually read the newsletter, but it is available monthly. I am trying very hard to capture a good balance of club business, breed and performance.

This last month has been challenging. We are moving from Texas to North Carolina. I bought a new laptop and portable hotspot in anticipation of many problems in connecting to the internet and using the software. It was necessary for me to download a new version of the Adobe InDesign (i.e.: desktop publishing software) and there have been multiple unforeseen problems in the whole transition. We are seven days into the month of July and I just sent in my newsletter for review and publication. My goal of the first of the month was difficult to achieve this month.

AKC Gazette Columnist (Roseann Fucillo) – No report submitted.

Club Historian (June Peterson-Crane) – Due to the fact that we are having a monumental move from Texas to North Carolina, I have accomplished very little as the Club's Historian. The boxes of records are moved and I am in the process of sorting out and reorganizing. I would like to start updating the Historian website soon.

Benevolent Committee (see below) –

Web Content Chair (Open) –

Web Masters (Jim and Karen Fry) –No report at this time.

Unfinished business: None.

Election of new members-Welcome Rebecca Elliot and Susan Vernon

New business –

Betty Winthers made a motion to accept Art and Nancy Hatton as co- chairs of the Benevolent Committee. Seconded. Motion Adopted.

Voting Yes: Marcy Wyrens, Lou Ann King, Betty Winthers, Beth Gray, Carol Ochs, Diana Sayre, Jack Sirkoch and Mary Keith Welch.

Voting No:

Abstaining: Nicholas Forbes

Beth Gray made a motion to include the Constitution and By Laws in the Roster for 2017 and that the Board approve the Recording Secretary's Roster printing by Molnar Printing authorizing up to \$2,500.00 which includes postage. Seconded. Motioned passed.

Voting yes: Marcy Wyrens, Lou Ann King, Betty Winthers, Beth Gray, Carol Ochs, Diana Sayre, Jack Sirkoch and Mary Keith Welch.

Voting no:

Abstaining: Nicholas Forbes

Lou Ann King made a motion that the Chair of the IS Committee be authorized to begin negotiations with the proposed IS Artist utilizing the Proposed contract as written by Joanne Ybaben with the exception that the clause of "and not to derive income for the Club" shall be struck. Seconded. Motion is adopted.

Voting yes: Marcy Wyrens, Lou Ann King, Betty Winthers, Beth Gray, Carol Ochs, Diana Sayre, Jack Sirkoch and Mary Keith Welch.

Voting no:

Abstaining: Nicholas Forbes

Next meeting will be Tuesday August 1, 2017 at 9:00 PM EDT.

Meeting was adjourned at 10:21 pm EDT

Respectfully Submitted by Beth Gray

Treasurer's Report- June 13 to July 11, 2017

Cash and Cash Equivalents:

Checking Account-Operations	\$	83,304.19
Checking Account-National Specialty		21,919.69
Certificates of Deposit-1.29%-01/11/2019		65,000.00
Pay-Pal Accounts		-

<u>Total Cash and Cash Equivalents</u>	\$	<u>170,223.88</u>
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Fund Balances:

Temporarily Restricted:		
Genetics	\$	26,607.17
Benevolent		897.65
Special Projects		14,939.10
General-Unrestricted		127,779.96

<u>Total of Funds</u>	\$	<u>170,223.88</u>
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Operating Account Income:

Membership Dues-2017	\$	1,920.00
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<u>Total Operating Income</u>	\$	<u>1,920.00</u>
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Operating Account Expenses:

Legal and Professional	\$	30.00
Officers Expenses		8.53
Postage, Shipping and Delivery		39.20
Judges Education		43.00

<u>Total Operating Expenses</u>	\$	<u>120.73</u>
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National Specialty Income:

Banquet	\$	36.00
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Total National Specialty Income	\$	36.00
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National Specialty Expenses

Annual General Meeting	\$	1,477.95
AV Equipment		428.38
Banquet		4,778.66
Gifts		68.19
Hospitality		2,024.21
Postage, and Printing		42.79
Welcome Party		975.00

Total National Specialty Expenses	\$	9,795.18
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ILLUSTRATED STANDARD WORK FOR HIRE AGREEMENT

This Work for Hire Agreement (Agreement) is made effective as of July ____, 2017 by and between the Papillon Club of America (the Club), a Delaware Corporation and Marcia Schlehr (Illustrator).

1. **Descriptions of Services.** Illustrator is hired by the Club to work with a Club committee to create an Illustrated Standard (IS) of the Papillon.

2. **Payment for Services.** The Club will pay compensation to Illustrator for the Services in the amount of \$1,500 for a limited number of drawings which may increase in number but in any event the cost of the IS to be paid to the Illustrator is not to exceed \$4,000. This Compensation is due and payable upon completion of the Services. No other fees or compensation will be paid to Illustrator without approval, in advance, by the Club Board. Illustrator shall be solely responsible for any and all taxes, social security contributions or payments, disability insurance, unemployment taxes and other payroll type taxes applicable to such compensation.

3. **Relationship of the Parties.** It is understood by the parties that Illustrator is not an employee of the Club, and has no right to act as its agent.

4. **Title and Copyright Assignment.** The Club and Illustrator intend this to be a contract for Services and each considers the product and results of the Services (the IS) to be a work for hire. Illustrator acknowledges and agrees that the IS, and all rights therein including without limitation, copyright, belongs to and shall be the sole and exclusive property of the Club, with the caveat that the IS is only to be used by the Club for educational purposes and not to derive income for the Club.

While the Club retains copyright title in and to the IS, the Club agrees to include the Illustrator's name as Artist whenever it uses the IS, whether in whole or in part.

If for any reason the IS or any part thereof would not be considered a work for hire under applicable law, Illustrator does hereby sell, assign and transfer to the Club, its successors and assigns, the entire right, title and interest in and to the copyright in the IS and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the IS, and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

Illustrator agrees to execute all papers and to perform such other proper acts as the Club may deem necessary to secure for the Club or its designee the rights herein described.

5. **Indemnification.** Illustrator agrees to indemnify and hold harmless the Club from all claims, losses, expenses, fees including attorneys fees, costs and judgments that may be asserted against the Club that result from the acts or omissions of the Illustrator, the Illustrator's employees, if any, and the Illustrator's agents.

6. **Entire Agreement.** This Agreement constitutes the entire contract between the Parties. All terms and conditions contained in any other writings previously executed by the Parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties thereto.

7. **Waiver of Breach.** The waiver by the Club of a breach of any provision of this Agreement by Illustrator shall not operate or be construed as a waiver of any subsequent breach by Illustrator.

8. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

9. **Applicable Law.** This Agreement shall be governed by the laws of the State of Delaware.

10. **Signatories.** This Agreement shall be signed by K. Nicholas Forbes, President of the Papillon Club of America and by Marcia Schlehr. This Agreement is effective as of the date first above written.

PAPILLON CLUB OF AMERICA:

MARCIA SCHLEHR:
