

AGENDA

BOARD OF LAW LIBRARY TRUSTEES of the LOS ANGELES COUNTY LAW LIBRARY

REGULAR BOARD MEETING

Wednesday, July 24, 2019

12:15 PM

MILDRED L. LILLIE BUILDING

TRAINING CENTER

301 WEST FIRST STREET

LOS ANGELES, CA 90012-3140

ACCOMMODATIONS

A person with a disability may contact the Board Secretary's office at (213) 785-2511 at least 24 hours before the scheduled meeting to request receipt of an agenda in an alternative format or to request disability-related accommodations, including aids or services, in order to participate in the public meeting. Later requests will be accommodated to the extent feasible.

AGENDA DESCRIPTIONS

The agenda descriptions are intended to give notice to members of the public of a brief general description of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action. The President reserves the right to discuss the items listed on the agenda in any order.

REQUESTS AND PROCEDURES TO ADDRESS THE BOARD

A member of the public has the right to address the Board on agenda items or on items of interest which are not on the agenda and which are within the subject matter jurisdiction of the Board. All requests to address the Board must be submitted in person to the Board President prior to the start of the meeting. Public comments will be taken at the beginning of each meeting as Agenda Item 1.0. A member of the public will be allowed to address the Board for a total of three (3) minutes for a single item or a maximum of five (5) minutes for all items unless the President grants more or less time based on the number of people requesting to speak and the business of the Board. When members of the public address the Board on agenda items, the President determines the order in which speakers will be called. Persons addressing the Board shall not make impertinent, slanderous or profane remarks to the Board, any member of the Board, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Board Meeting. The President may order the removal of any person who disrupts or disturbs the orderly conduct of any Board Meeting.

AGENDA MATERIALS

Unless otherwise exempt from disclosure, all materials relating to items on the agenda distributed to all, or a majority of the members of the Board less than 72 hours prior to the meeting shall be made available for public inspection at the time the writing is distributed in the Executive Office of the Law Library.

CALL TO ORDER

1.0 PUBLIC COMMENT

2.0 PRESIDENT'S REPORT

3.0 CONSENT CALENDAR

- 3.1 Approval of Minutes of the June 19, 2019 Regular Board Meeting
- 3.2 Review of May Financials and List of June Checks and Warrants
- 3.3 Platinum Program Update for the Month of April
- 3.4 Receipt of FY19 Quarter 4 Statistics
- 3.5 Approval of Vasquez & Company LLP Engagement Letter to Audit the Law Library's Financial Statements for FY2018-19
- 3.6 Approval of Revised Rules of Conduct
- 3.7 Approval of Revised Job Descriptions for Library Aide, Circulation and IT Department Positions
- 3.8 Approval of Trustee Designated Members of the Friends of Los Angeles County Law Library Board of Directors

4.0 CLOSED SESSION

- 4.1 Conference with Labor Negotiator (G.C. 54957.6). *Library Negotiator:* Executive Director, Sandra J. Levin; *Employee Organization:* SEIU Local 721.

5.0 DISCUSSION ITEMS – OPEN SESSION

- 5.1 Approval of Memorandum of Understanding with SEIU Local 721 and Related Budget Amendments
- 5.2 Staff Presentation: AALL 2019 Conference Review

6.0 AGENDA BUILDING

Items not on the posted agenda may be presented by a Trustee and, if requested, may be referred to staff or placed on the agenda for consideration at a future meeting of the Board.

7.0 EXECUTIVE DIRECTOR REPORT

8.0 ADJOURNMENT

The next Regular Meeting of the Board of Law Library Trustees is scheduled for Wednesday, August 28, 2019.

POSTED WEDNESDAY, JULY 18, 2019 @ 5:30 P.M.

POSTED BY ANN MARIE GAMEZ



AGENDA ITEM 3

CONSENT CALENDAR

- 3.1 Approval of Minutes of the June 19, 2019, Regular Board Meeting
- 3.2 Review of May Financials and List of May Checks and Warrants
- 3.3 Platinum Program Update for the Month of April
- 3.4 Receipt of FY19 Quarter 4 Statistics
- 3.5 Approval of Vasquez & Company LLP Engagement Letter to Audit the Law Library's Financial Statements for FY2018-19
- 3.6 Approval of Revised Rules of Conduct
- 3.7 Approval of Revised Job Descriptions for Library Aide, Circulation and IT Department Positions
- 3.8 Approval of Trustee Designated Members of the Friends of Los Angeles County Law Library Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF LAW LIBRARY TRUSTEES OF
LOS ANGELES COUNTY**

**A California Independent Public Agency Under
Business & Professions Code Section 6300 et sq.**

June 19, 2019

The Regular Meeting of the Board of Law Library Trustees of Los Angeles County was held on Wednesday, June 19, 2018 at 12:15 p.m., at the Los Angeles County Law Library Mildred L. Lillie Main Library Building at 301 West First Street, Los Angeles, California 90012 for the purposes of considering reports of the affairs to the Library, and transacting such other business as might properly come before the Board of Trustees.

ROLL CALL/QUORUM

Trustees Present: Judge Mark Juhas
Judge Michelle Williams Court
Judge Dennis Landin
Judge Richard Rico
Judge Michael Stern

Trustees Absent: Kenneth Klein, Esquire
Susan Steinhauser, Esquire

Senior Staff Present: Sandra J. Levin, Executive Director

Also Present: Marcelino Juarez, Finance Manager
Ann Marie Gamez, Executive Assistant

President Juhas determined a quorum to be present, convened the meeting at 12:15 p.m. and thereafter presided. Executive Director, Sandra J. Levin recorded the Minutes.

1.0 PUBLIC COMMENT

No requests for public comment were received

2.0 PRESIDENT'S REPORT

No President's report.

5.0 EXECUTIVE REPORT (TAKEN OUT OF ORDER)

ED Levin introduced the summer intern programs and interns at LALL. CMS Director Meiling Li spoke briefly on the SCALL internship program aimed at High School students getting exposure to the library career field as well as exposure and experience in a professional setting with job interviews, resume writing, etc. Managing Librarian for Legal Education, Ryan Metheny, introduced the summer law school intern, Katie Allard,

who would be focusing on client/patron contact as a future lawyer. Reference Librarian, Esther Eastman, introduced a summer library school intern, Michael Keever, whose focus would be on library functions and reference desk and noted that he also completed a published letter in the AALL newsletter.

3.0 CONSENT CALENDAR

- 3.1 Approval of Minutes of the May 22, 2019 Regular Board Meeting
- 3.2 Review of April Financials and List of May Checks and Warrants.
- 3.3 Platinum Program Update for the month of May
- 3.4 2019-20 Dental, Vision, Disability (LTD), and Life Insurance Renewal
- 3.5 Approval of 2019-20 Property & Liability Insurance renewal and CSAC-EIA Resolution Adoption
- 3.6 Approval of Operating and Capital Expenditures Budget for Fiscal Year 2019-2020

President Juhas requested a motion to approve items on the Consent Calendar. So moved by Trustee Rico, seconded by Trustee Landin. The motion was unanimously approved, 5-0.

4.0 CLOSED SESSION

- 4.1 Conference with Legal Counsel; Existing Litigation (Gov. Code § 54956.9(d)(1)); *Palmer vs. Longteur* Case No. 19STCV18166

The Board of Trustees returned to open session to announce that:

The Board voted unanimously to authorize the Law Library to:

- 1) Defend the Employee Defendants; 2) Indemnify the Employee Defendants with a reservation of rights as to punitive damages only; and 3) Indemnify the Employee Defendants to the maximum extent permissible by law

The Board of Trustees also voted unanimously to:

- 1) Ratify the tender of this matter to the Law Library's insurance carrier and security firm; 2) Authorize the Executive Director to manage counsel provided by our insurance carrier or the Law Library's security firm (or retain directly and manage counsel in the event of a disagreement over coverage); and 3) Ask the Executive Director to report back on an regular basis as to the status and any significant developments.

- 4.2 Conference with Labor Negotiator (G.C. 54957.6). *Library Negotiator*: Executive Director, Sandra J. Levin; *Employee Organization*: SEIU Local 721.

No reportable action taken.

6.0 AGENDA BUILDING

There were no items for agenda building.

7.0 ADJOURNMENT

Meeting adjourned at 1:16pm in memory of Hildegard Spolsky who worked for the Los Angeles County Law Library as an Assistant Bookkeeper and later as Administrative Secretary. Ms. Spolsky worked from April 1974 and retired in December 1989. The next Regular Meeting of the Board of Law Library Trustees is scheduled for Wednesday, July 24, 2019 at 12:15pm.

Sandra J. Levin, Executive Director and Secretary
Los Angeles County Law Library Board of Trustees

DRAFT

Los Angeles County Law Library

Balance Sheet

As of May 31, 2019

(Provisional and subject to year-end audit adjustments)

	6/30/2018	5/31/2019	YTD
Assets			
Current assets			
Cash and cash equivalents	4,748,337	9,227,217	4,478,879
Accounts receivable	1,599,833	1,427,715	(172,118)
Prepaid expenses	201,343	340,571	139,227
Total current assets	6,549,514	10,995,502	4,445,988
Noncurrent assets			
Restricted cash and cash equivalents	318,470	318,470	-
Investments	4,564,722	4,759,411	194,688
Capital assets, not being depreciated	630,426	908,668	278,242
Capital assets, being depreciated - net	17,174,661	16,622,224	(552,438)
Total noncurrent assets	22,688,279	22,608,772	(79,507)
Total assets	29,237,793	33,604,274	4,366,481
Deferred Outflows of Resources			
Deffered Outflows of Resources	1,712,350	1,712,350	-
Total assets and deferred outflows of resources	30,950,143	35,316,624	4,366,481
Liabilities			
Current Liabilities			
Accounts payable	228,063	68,102	(159,960)
Other current liabilities	-	-	-
Payroll liabilities	5,000	7,400	2,399
Total current liabilities	233,063	75,502	(157,561)
Noncurrent Liabilities			
Accrued sick and vacation liability	293,210	281,590	(11,620)
Borrowers' deposit	291,560	299,206	7,646
OPEB liability	2,735,493	2,964,656	229,163
Net pension liability	2,880,776	2,880,776	-
Total noncurrent liabilities	6,201,038	6,426,228	225,189
Total liabilities	6,434,101	6,501,730	67,629
Deferred Inflows of Resources			
Deffered Inflows of Resources	944,117	944,117	-
Total liabilities and Deffered inflows of resources	7,378,218	7,445,847	67,629
Net Position			
Invested in capital assets	17,805,087	17,530,892	(274,195)
Unrestricted	5,766,838	10,339,886	4,573,048
Total net position	23,571,925	27,870,778	4,298,853
Total liabilities and Deffered inflows of resources and net position	30,950,143	35,316,624	4,366,481

Los Angeles County Law Library
Statement of Cash Flows
As of May 31, 2019
(Provisional and subject to year-end audit adjustments)

	5/31/2019	YTD
Cash flows from operating activities		
L.A. Superior court fees	678,844	7,037,429
Parking fees	54,344	588,968
Library services	45,039	3,967,158
(Increase) decrease in accounts receivable	(6,413)	172,118
Increase (decrease) in borrowers' deposit	(2,391)	7,646
Cash received from filing fees and services	769,424	11,773,318
Facilities	(69,070)	(823,632)
Technology	(10,526)	(113,686)
General	(4,589)	(76,554)
Professional development	(3,085)	(49,825)
Communications & marketing	(1,126)	(11,347)
Travel & entertainment	(66)	(324)
Professional services	(6,961)	(68,039)
Electronic Resource Subscriptions (ERS)	(47,381)	(513,155)
(Increase) decrease in prepaid expenses	33,428	(139,227)
Increase (decrease) in accounts payable	(51,628)	(159,960)
Increase (decrease) in other liabilities	-	-
Cash payments to suppliers for goods and services	(161,003)	(1,955,749)
Staff (payroll + benefits)	(298,569)	(3,689,507)
Increase (decrease) in payroll liabilities	423	2,399
Increase (decrease) in accrued sick and vacation liability	(66)	(11,620)
Increase (decrease) in OPEB liability	20,833	229,163
Net impact of GASB 68 adjustments	-	-
Net effect of prior period adjustments	-	-
Cash payments to employees for services	(277,378)	(3,469,565)
Contributions received	-	140,000
Net cash from operating activities	331,043	6,488,004
Cash flow from capital and related financing activities		
Library materials	(165,485)	(1,652,275)
Fixed assets	-	(222,229)
Capital - Work in Progress (WIP)	-	(278,242)
Cash flows from investing activities		
Investment	-	-
Investment earnings	16,239	143,621
Net cash increase (decrease) in cash and cash equivalents	181,797	4,478,879
Cash and cash equivalents, at beginning of period	9,363,889	5,066,807
Cash and cash equivalents, at end of period	9,545,686	9,545,686
Reconciliation of Operating Income to Net Cash from Operating Activities		
Operating income	117,266	3,960,543
Adjustments for noncash effects:		
Depreciation	219,590	2,426,941
Extraordinary expense: book write-off		
Changes in operating assets and liabilities:		
(Increase) decrease in accounts receivable	(6,413)	172,118
(Increase) decrease in prepaid expenses	33,428	(139,227)
Increase (decrease) in accounts payable	(51,628)	(159,960)
Increase (decrease) in other liabilities	-	-
Increase (decrease) in payroll liabilities	423	2,399
Increase (decrease) in accrued sick and vacation liability	(66)	(11,620)
Increase (decrease) in borrowers' deposit	(2,391)	7,646
Increase (decrease) in OPEB liability	20,833	229,163
Net impact of GASB 68 adjustments	-	-
Net cash from operating activities	331,043	6,488,004

Los Angeles County Law Library
Income Statement for the Period Ending May 31, 2019
(Provisional and subject to year-end audit adjustments)

May 18	May 2019			
	Budget	Actual	\$ Fav (Unf)	% Fav (Unf)
630,357	672,202	678,844	6,642	1.0%
6,488	9,362	16,239	6,878	73.5%
61,523	52,989	54,344	1,355	2.6%
52,036	29,925	45,039	15,114	50.5%
750,404	764,478	794,467	29,989	3.9%
289,592	331,485	298,569	32,916	9.9%
0	0	47,381	(47,381)	0.0%
133,861	197,764	165,485	32,279	16.3%
(133,861)	(197,764)	(165,485)	(32,279)	16.3%
		0		
69,378	80,236	69,070	11,166	13.9%
10,357	13,287	10,526	2,761	20.8%
3,937	4,601	4,589	13	0.3%
1,121	1,644	3,085	(1,441)	-87.7%
0	2,601	1,126	1,474	56.7%
148	132	66	66	50.2%
2,812	11,068	6,961	4,107	37.1%
225,534	219,167	219,590	(423)	-0.2%
654,839	731,278	660,962	(70,316)	-9.6%
95,565	33,200	133,505	100,305	302.1%
24,046	(975)	48,121	49,095	-5037.4%
0	0	0	0	0.0%
0	0	0	0	0.0%
119,610	32,226	181,626	149,400	463.6%
621	440,000	0	440,000	100.0%

Summary:

Income

L.A. Superior Court Fees	6,532,663	7,067,844	7,037,429	(30,415)	-0.4%
Interest	55,079	123,966	143,621	19,655	15.9%
Parking	608,173	592,249	588,968	(3,281)	-0.6%
Library Services	613,297	523,806	563,888	40,081	7.7%
Total Income	7,809,212	8,307,865	8,333,905	26,040	0.3%

Expense

Staff (payroll + benefits)	3,409,066	3,661,178	3,689,507	(28,329)	-0.8%
Electronic Resource Subscriptions	577,820	550,543	513,155	37,388	6.8%
Library Materials	1,586,219	1,790,416	1,652,275	138,141	7.7%
Library Materials Transferred to Assets	(1,586,219)	(1,790,416)	(1,652,275)	(138,141)	7.7%
Facilities	747,703	863,728	823,632	40,096	4.6%
Technology & Data	123,304	128,371	113,686	14,685	11.4%
General	62,446	66,262	76,554	(10,293)	-15.5%
Professional Development	17,771	53,852	49,825	4,027	7.5%
Communications & Marketing	4,693	13,564	11,347	2,217	16.3%
Travel & Entertainment	702	851	324	527	61.9%
Professional Services	57,473	101,306	68,039	33,267	32.8%
Depreciation	2,510,411	2,409,577	2,426,941	(17,364)	-0.7%
Total Expenses	7,511,390	7,849,232	7,773,011	76,222	1.0%

Net Income (Loss)

Investment Gain (Loss) ¹	(11,423)	96,339	194,688	98,349	102.1%
Extraordinary Income	0	3,543,270	3,543,270	0	0.0%
Extraordinary Expense	0	0	0	0	0.0%
Net Income Including Extraordinary Items	286,399	4,098,242	4,298,853	200,611	4.9%

Capitalized Expenditures

	31,778	691,389	222,229	469,160	67.9%
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FY 2017-18	FY 2018-19 YTD				Comments
	YTD Actual	Amended Budget	Actual	\$ Fav % Fav	

Los Angeles County Law Library
 Income Statement for the Period Ending May 31, 2019
 (Provisional and subject to year-end audit adjustments)

May 18	May 2019										FY 2017-18					Comments
	Actual	Budget	Actual	\$ Fav (Unf)							% Fav (Unf)	YTD Actual	Amended Budget	Actual	\$ Fav	
Detailed Budget:																
Income:																
630,357	672,202	678,844	6,642	1.0%	15	FIN	303300	L.A. Superior Court Fees	6,532,663	7,067,844	7,037,429	(30,415)	-0.4%			
Interest:																
0	0	0	0	0.0%	15	FIN	311000	Interest - LAIF	3,376	6,252	6,441	189	3.0%			
6,025	8,894	15,667	6,773	76.1%	15	FIN	312000	Interest - General Fund	47,462	112,163	131,324	19,161	17.1%	Better than expected investment rate of return.		
463	468	573	105	22.4%	15	FIN	313000	Interest - Deposit Fund	4,240	5,551	5,857	305	5.5%	Better than expected investment rate of return.		
6,488	9,362	16,239	6,878	73.5%				Subtotal	55,079	123,966	143,621	19,655	15.9%			
Parking:																
61,523	52,989	54,344	1,355	2.6%	39	FAC	330100	Parking	608,173	592,249	588,968	(3,281)	-0.6%			
61,523	52,989	54,344	1,355	2.6%				Subtotal	608,173	592,249	588,968	(3,281)	-0.6%			
Library Services:																
1,284	150	1,495	1,345	896.7%	27	CIRC	330150	Annual Designation Fee	3,266	1,155	2,046	891	77.2%	As expected, 2019-20 renewal payments started trickling in faster than anticipated.		
20,997	15,038	21,350	6,312	42.0%	25	PS	330140	Annual Members Fee	196,485	175,733	173,869	(1,864)	-1.1%			
1,351	2,075	1,119	(956)	-46.1%	25	PS	330340	Course Registration	24,243	24,231	28,604	4,372	18.0%	Increased attendance per class at fee-based classes, plus additional fee-based MCLE event (CEB filming)		
3,655	3,417	3,851	434	12.7%	27	CIRC	330129	Copy Center	40,430	37,326	39,295	1,969	5.3%	Better than expected performance.		
1,374	1,250	2,041	791	63.3%	27	CIRC	330205	Document Delivery	15,068	14,783	16,583	1,801	12.2%	Better than expected performance.		
3,180	3,389	3,682	293	8.6%	27	CIRC	330210	Fines	44,482	35,798	36,818	1,020	2.8%			
12,828	1,245	11,292	10,047	807.2%	15	FIN	330310	Miscellaneous	64,100	55,371	73,357	17,986	32.5%	Includes unbudgeted \$6K CalPERS retiree drug subsidy reserve payout.		
7,281	3,338	(327)	(3,665)	-109.8%	39	FAC	330330	Room Rental	66,836	38,265	34,884	(3,381)	-8.8%			
30	0	280	280	0.0%	23	COL	330350	Book Replacement	560	665	1,715	1,050	158.0%			
0	0	236	236	0.0%	15	FIN	330360	Forfeited Deposits	0	0	236	236	0.0%			
0	0	0	0	0.0%	17	EXEC	330400	Friends of Law Library	145,000	125,000	140,000	15,000	12.0%	Timing variance.		
0	0	0	0	0.0%	25	PS	330420	Grants	0	0	0	0	0.0%			
56	25	21	(4)	-16.6%	15	FIN	330450	Vending	368	323	324	1	0.2%			
0	0	0	0	0.0%	37	COM	330465	Special Events Income	12,459	15,157	16,157	1,000	6.6%			
52,036	29,925	45,039	15,114	50.5%				Subtotal	613,297	523,806	563,888	40,081	7.7%			
750,404	764,478	794,467	29,989	3.9%				Total Income	7,809,212	8,307,865	8,333,905	26,040	0.3%			
Expenses:																
Staff:																
165,557	191,814	169,418	22,396	11.7%	ALL	501000	Salaries (FT)	2,052,876	2,059,859	2,041,314	18,545	0.9%				
0	(3,866)	0	(3,866)	100.0%	15	FIN	501025	Staff Vacancy Offset (FT)	0	(46,387)	0	(46,387)	100.0%			
20,063	23,235	23,947	(712)	-3.1%	ALL	501050	Salaries (PT)	222,831	253,173	266,539	(13,365)	-5.3%	Increased PT hours due to vacancies.			
0	(417)	0	(417)	100.0%	15	FIN	501075	Staff Vacancy Offset (PT)	0	(5,005)	0	(5,005)	100.0%			
10,923	11,667	11,650	17	0.1%	15	FIN	502000	Social Security	130,964	126,092	132,216	(6,123)	-4.9%	Timing variance.		
2,555	3,000	2,725	275	9.2%	15	FIN	503000	Medicare	31,739	32,175	32,250	(75)	-0.2%			
27,191	21,685	19,126	2,559	11.8%	15	FIN	511000	Retirement	278,538	371,475	369,600	1,876	0.5%			
0	0	0	0	0.0%	15	FIN	511050	Pension Exp (Actuarial)	0	0	0	0	0.0%			
0	0	0	0	0.0%	15	FIN	511100	Pension Exp (Acctr)	0	0	0	0	0.0%			
41,126	40,600	45,561	(4,961)	-12.2%	15	FIN	512000	Health Insurance	462,747	446,628	475,684	(29,056)	-6.5%	Plan changes during open enrollment		
409	417	374	42	10.1%	15	FIN	513000	Disability Insurance	4,580	4,349	4,158	191	4.4%			
5,275	5,000	4,380	620	12.4%	15	FIN	514000	Dental Insurance	53,957	54,848	54,493	355	0.6%			
555	583	405	179	30.7%	15	FIN	514500	Vision Insurance	5,899	6,085	5,664	421	6.9%			
92	117	173	(57)	-48.7%	15	FIN	515000	Life Insurance	765	1,275	1,480	(205)	-16.1%	Includes new life insurance for PT employees.		
0	0	0	0	0.0%	15	FIN	515500	Vacancy Benefits Offset	0	0	0	0	0.0%			
5,262	6,667	(3,110)	9,776	146.6%	15	FIN	516000	Workers Compensation Insurance	37,599	54,686	38,953	15,733	28.8%	Reflects policy audit refunds.		
0	833	0	833	100.0%	15	FIN	517000	Unemployment Insurance	2,464	6,867	6,354	513	7.5%	Timing variance.		
0	3,200	1,270	1,930	60.3%	ALL	514010	Temporary Employment	0	21,670	9,881	11,789	54.4%	Timing variance. Includes one time funding (OTF) project salary.			
0	4,417	285	4,132	93.5%	13	HR	514015	Recruitment	2,917	22,399	1,704	20,695	92.4%	Timing variance.		
0	0	0	0	0.0%	15	FIN	517500	Accrued Sick Expense	0	0	0	0	0.0%			
0	0	0	0	0.0%	15	FIN	518000	Accrued Vacation Expense	0	0	0	0	0.0%			
9,167	20,833	20,833	0	0.0%	15	FIN	518500	OPEB Expense	100,837	229,165	229,163	2	0.0%			
558	450	272	178	39.5%	15	FIN	518550	TMP	8,301	8,386	7,588	798	9.5%			
861	1,250	1,259	(9)	-0.7%	15	FIN	518560	Payroll and Benefit Administration	12,052	13,439	12,468	971	7.2%			
289,592	331,485	298,569	32,916	9.9%				Total - Staff	3,409,066	3,661,178	3,689,507	(28,329)	-0.8%			

Los Angeles County Law Library
Income Statement for the Period Ending May 31, 2019
(Provisional and subject to year-end audit adjustments)

May 18	May 2019				FY 2017-18	FY 2018-19 YTD				Comments		
	Actual	Budget	Actual	\$ Fav (Unf)		% Fav (Unf)	YTD Actual	Amended Budget	Actual		\$ Fav	% Fav
Library Materials/Electronic Resources Subscription:												
111,779	150,173	127,002	23,171	15.4%	23 COL 601999	American Continuations	1,249,522	1,353,215	1,258,302	94,913	7.0%	Multi-year renewal of major contracts results in greater cost savings; lower than anticipated FY19 one-time funding project expenditures. Lower than anticipated FY19 one-time funding project expenditures. No new orders anticipated; funds will be reassigned to another New Orders category. Lower than expected spending pending evaluation by Global Law Librarian. Any excess funds may be reassigned to another New Orders category. Lower than expected spending pending evaluation by Global Law Librarian. Any overage may be covered by funds from another New Orders category Any overage may be covered by funds from another Continuations category Any overage may be covered by funds from another New Orders category Conservative spending.
1,162	5,196	4,035	1,162	22.4%	23 COL 602999	American New Orders	12,603	45,851	38,441	7,410	16.2%	
1,283	1,332	2,046	(714)	-53.6%	23 COL 609199	Branch Continuations	19,610	16,168	15,925	243	1.5%	
0	54	0	54	100.0%	23 COL 609299	Branch New Orders	0	161	0	161	100.0%	
5,181	14,298	9,787	4,510	31.5%	23 COL 603999	Commonwealth Continuations	103,632	125,778	104,275	21,502	17.1%	
0	268	331	(64)	-23.8%	23 COL 604999	Commonwealth New Orders	623	803	691	112	13.9%	
7,106	13,246	5,460	7,787	58.8%	23 COL 605999	Foreign Continuations	94,516	113,706	94,844	18,863	16.6%	
0	266	653	(387)	-145.8%	23 COL 606999	Foreign New Orders	1,022	805	1,008	(204)	-25.3%	
6,663	10,732	15,931	(5,199)	-48.4%	23 COL 607999	International Continuations	92,436	116,557	123,715	(7,158)	-6.1%	
297	134	134	(0)	-0.1%	23 COL 608999	International New Orders	612	401	1,051	(650)	-161.9%	
390	2,064	107	1,958	94.8%	23 COL 609399	General/Librarianship Continuations	11,579	16,760	13,821	2,939	17.5%	
0	3	0	3	100.0%	23 COL 609499	General/Librarianship New Orders	63	211	202	9	4.2%	
133,861	197,764	165,485	32,279	16.3%	23 COL 690000	Subtotal	1,586,219	1,790,416	1,652,275	138,141	7.7%	
(133,861)	(197,764)	(165,485)	(32,279)	16.3%	23 COL 690000	Library Materials Transferred to Assets	(1,586,219)	(1,790,416)	(1,652,275)	(138,141)	7.7%	
51,960	67,058	47,381	19,677	29.3%	23 COL 685000	Electronic Resource Subscriptions (ERS)	577,820	550,543	513,155	37,388	6.8%	Anticipated ERS expenses for June 2019 should reduce variance.
Facilities:												
2,614	8,000	2,410	5,590	69.9%	39 FAC 801005	Repair & Maintenance	19,653	83,907	75,100	8,807	10.5%	Timing variance; no invoice expected for June 2019. Timing variance; steam usage invoice expected in June 2019. Budgeted rate increase not yet in effect. Timing Variance Lower than expected room rentals. PBW expenses increased due to increased sponsorship revenue Timing variance. Timing variance. Timing variance. Drop in staff coffee and tea consumption.
549	1,474	1,228	246	16.7%	39 FAC 801010	Building Services	10,092	14,783	15,537	(754)	-5.1%	
2,219	783	2,173	(1,390)	-177.5%	39 FAC 801015	Cleaning Supplies	12,337	8,316	11,144	(2,828)	-34.0%	
9,599	9,500	10,025	(525)	-5.5%	39 FAC 801020	Electricity & Water	110,128	112,620	113,783	(1,164)	-1.0%	
966	1,000	966	34	3.4%	39 FAC 801025	Elevator Maintenance	10,803	13,614	13,444	170	1.2%	
2,397	3,467	6,179	(2,712)	-78.2%	39 FAC 801030	Heating & Cooling	32,054	41,611	38,736	2,875	6.9%	
19,811	17,733	18,199	(466)	-2.6%	15 FIN 801035	Insurance	217,920	223,020	229,605	(6,585)	-3.0%	
6,455	9,311	9,543	(232)	-2.5%	39 FAC 801040	Janitorial Services	93,197	99,299	100,811	(1,511)	-1.5%	
1,250	1,750	1,250	500	28.6%	39 FAC 801045	Landscaping	13,750	16,250	13,750	2,500	15.4%	
21,163	23,231	16,501	6,731	29.0%	39 FAC 801050	Security	185,167	213,384	184,577	28,807	13.5%	
1,820	1,700	75	1,625	95.6%	39 FAC 801060	Room Rental Expenses	21,050	10,793	4,337	6,456	59.8%	
422	742	0	742	100.0%	37 COM 801065	Special Events Expenses	11,444	14,310	11,769	2,541	17.8%	
0	460	0	460	100.0%	39 FAC 801100	Furniture & Appliances (<3K)	4,535	2,750	558	2,191	79.7%	
0	300	36	264	88.0%	39 FAC 801110	Equipment (<3K)	1,033	2,422	5,612	(3,189)	-131.7%	
0	225	0	225	100.0%	39 FAC 801115	Building Alterations (<3K)	0	1,125	0	1,125	100.0%	
32	372	486	(114)	-30.5%	39 FAC 801120	Delivery & Postage	2,495	3,311	2,947	364	11.0%	
81	188	0	188	100.0%	39 FAC 801125	Kitchen supplies	2,046	2,212	1,922	291	13.1%	
69,378	80,236	69,070	11,166	13.9%		Subtotal	747,703	863,728	823,632	40,096	4.6%	
Technology:												
2,132	1,825	998	826	45.3%	33 TECH 801210	Software Maintenance	19,737	15,164	11,287	3,877	25.6%	Software maintenance purchases pending for May and June.
1,523	2,157	1,621	535	24.8%	33 TECH 801212	Hardware Maintenance	18,587	22,144	20,247	1,897	8.6%	Hardware maintenance pending bills for May and June.
0	1,067	0	1,067	100.0%	33 TECH 801215	Software (<\$3k)	7,141	6,711	2,238	4,473	66.7%	Budgeted software purchase not needed at this time.
0	691	609	82	11.9%	33 TECH 801220	Hardware (<\$3k)	2,471	5,129	3,325	1,804	35.2%	Remainder will be used in June.
0	75	0	75	100.0%	33 TECH 801225	Computer Supplies	0	527	229	298	56.6%	Misc IT supplies to be ordered in June.
4,410	4,485	4,622	(137)	-3.1%	33 TECH 801230	Integrated Library System	47,398	48,910	49,596	(686)	-1.4%	
2,292	2,913	2,676	238	8.2%	33 TECH 801235	Telecommunications	27,815	29,152	26,454	2,699	9.3%	Timing variance.
0	0	0	0	0.0%	33 TECH 801245	Tech & Data - Misc	0	0	0	0	0.0%	

Los Angeles County Law Library
Income Statement for the Period Ending May 31, 2019
(Provisional and subject to year-end audit adjustments)

May 18	May 2019				YTD Actual	FY 2018-19 YTD				Comments				
	Actual	Budget	Actual	\$ Fav (Unf)		% Fav (Unf)	Amended Budget	Actual	\$ Fav		% Fav			
0	75	1	74	99.3%	33	TECH	801250	Services	156	633	311	322	50.9%	Timing Variance, support services not needed at this time.
10,357	13,287	10,526	2,761	20.8%				Subtotal	123,304	128,371	113,686	14,685	11.4%	
								General:						
691	583	476	108	18.5%	15	FIN	801310	Bank Charges	7,213	6,008	5,603	405	6.7%	Timing variance.
813	842	843	(1)	-0.1%	35	CMS	801315	Bibliographical Services	8,938	9,268	9,273	(5)	-0.1%	
0	0	0	0	0.0%	35	CMS	801320	Binding	0	0	0	0	0.0%	
115	83	87	(3)	-4.0%	17	EXEC	801325	Board Expense	721	849	1,019	(170)	-20.0%	additional lunches for committee meetings
0	34	0	34	100.0%	37	COM	801330	Staff meals & events	2,540	9,358	9,691	(333)	-3.6%	
1,779	1,833	1,916	(83)	-4.5%	15	FIN	801335	Supplies - Office	17,977	20,084	20,145	(60)	-0.3%	
0	0	0	0	0.0%	35	CMS	801337	Supplies - Library materials	6,322	7,790	7,797	(7)	-0.1%	
0	350	0	350	100.0%	37	COM	801340	Stationery, business cards, etc.	541	1,750	274	1,476	84.4%	Timing variance; Additional library patron cards expense forthcoming
0	0	0	0	0.0%	25	PS	801365	Grant Application Expenses	0	0	0	0	0.0%	
537	833	1,252	(418)	-50.2%	27	CIRC	801370	Copy Center Expense	13,433	7,655	16,613	(8,958)	-117.0%	Includes \$6K unanticipated sales tax on copy center & document delivery 2018 sales. Increased color copy costs.
3	(8)	0	(8)	100.0%	15	FIN	801375	General - Misc	1,015	3,008	3,613	(604)	-20.1%	Includes unbudgeted penalty/fees from EDD and CDTFA.
0	0	16	(16)	0.0%	25	PS	801390	Course Registration	0	0	244	(244)	0.0%	
0	50	0	50	100.0%	17	EXEC	801395	Friends of Law Library	3,745	491	2,283	(1,792)	-365.1%	Offset by increased revenue
3,937	4,601	4,589	13	0.3%				Subtotal	62,446	66,262	76,554	(10,293)	-15.5%	
								Professional Development:						
465	999	1,538	(540)	-54.0%	ALL	803105	Travel	6,044	6,349	3,342	3,007	47.4%	Grant funding obtained and some conferences not attended. Includes CCCLL meeting expenses.	
0	20	0	20	100.0%	ALL	803110	Meals	107	149	49	100	67.2%		
0	0	0	0	0.0%	ALL	803113	Incidental and miscellaneous	75	399	399	0	0.0%		
0	96	878	(782)	-814.1%	ALL	803115	Membership dues	6,695	43,645	44,487	(842)	-1.9%		
656	529	669	(140)	-26.4%	ALL	803120	Registration fees	4,353	3,310	1,548	1,762	53.2%	Timing variance.	
0	0	0	0	0.0%	ALL	803125	Educational materials	497	0	0	0	0.0%		
1,121	1,644	3,085	(1,441)	-87.7%				Subtotal	17,771	53,852	49,825	4,027	7.5%	
								Communications & Marketing:						
2,042	300	0	300	100.0%	37	COM	803205	Services	2,042	1,500	1,890	(390)	-26.0%	One Time Funding.timing variance
0	1,270	1,101	169	13.3%	37	COM	803210	Collateral materials	2,152	6,796	6,818	(22)	-0.3%	One Time Funding.timing variance
(2,042)	1,031	25	1,006	97.6%	37	COM	803215	Advertising	500	5,152	2,524	2,629	51.0%	Additional tributes in June should reduce savings
0	0	0	0	0.0%	37	COM	803220	Trade shows & Outreach	0	116	116	0	0.0%	
0	2,601	1,126	1,474	56.7%				Subtotal	4,693	13,564	11,347	2,217	16.3%	
								Travel & Entertainment						
0	0	0	0	0.0%	ALL	803305	Travel	0	0	0	0	0.0%		
0	0	0	0	0.0%	ALL	803310	Meals	0	0	0	0	0.0%		
0	0	0	0	0.0%	ALL	803315	Entertainment	0	0	0	0	0.0%		
148	132	66	66	50.2%	ALL	803320	Ground transportation & mileage reimb.	702	851	324	527	61.9%		
0	0	0	0	0.0%	ALL	803325	Incidental travel expenses	0	0	0	0	0.0%		
148	132	66	66	50.2%				Subtotal	702	851	324	527	61.9%	
								Professional Services						
0	1,072	15	1,057	98.6%	15	FIN	804005	Accounting	23,736	26,783	21,440	5,343	19.9%	GASB75 report cost lower than budgeted.
2,812	2,896	2,896	0	0.0%	17	EXEC	804008	Consulting Services	30,996	31,733	31,732	0	0.0%	
0	5,933	4,050	1,883	31.7%	17	EXEC	804010	Legal	595	34,667	12,502	22,165	63.9%	All costs were incurred in OTF projects and are covered by OTF.
0	1,167	0	1,167	100.0%	15	FIN	804015	Other	2,146	8,123	2,364	5,759	70.9%	
2,812	11,068	6,961	4,107	37.1%				Subtotal	57,473	101,306	68,039	33,267	32.8%	
								Depreciation:						
201,408	195,833	195,995	(161)	-0.1%	15	FIN	806105	Depreciation - Library Materials	2,239,762	2,156,176	2,173,934	(17,758)	-0.8%	
24,125	23,333	23,595	(262)	-1.1%	15	FIN	806110	Depreciation Exp - FF&E	270,649	253,401	253,007	394	0.2%	
225,534	219,167	219,590	(423)	-0.2%				Subtotal	2,510,411	2,409,577	2,426,941	(17,364)	-0.7%	
654,839	731,278	660,962	70,316	9.6%				Total Expense	7,511,390	7,849,232	7,773,011	76,222	1.0%	
95,565	33,200	133,505	100,305	302.1%				Net Income Before Extraordinary Items	297,822	458,633	560,894	102,262	22.3%	
24,046	(975)	48,121	49,095	-5037.4%	15	FIN	321000	Investment Gain (Loss) ¹	(11,423)	96,339	194,688	98,349	102.1%	Reflects loss/gain if sold at time of report (before maturity).
0	0	0	0	0.0%	17	EXEC	401000	Extraordinary Income	0	3,543,270	3,543,270	0	0.0%	One-time funding from the State.

Los Angeles County Law Library

Income Statement for the Period Ending May 31, 2019

(Provisional and subject to year-end audit adjustments)

May 18	May 2019			
Actual	Budget	Actual	\$ Fav (Unf)	% Fav (Unf)
0	0	0	0	0.0%
<u>119,610</u>	<u>32,226</u>	<u>181,626</u>	<u>149,400</u>	<u>463.6%</u>

17 EXEC 901000 Extraordinary Expense
Net Income Including Extraordinary Items

FY 2017-18	FY 2018-19 YTD			
YTD Actual	Amended Budget	Actual	\$ Fav (Unf)	% Fav (Unf)
0	0	0	0	0.0%
<u>286,399</u>	<u>4,098,242</u>	<u>4,298,853</u>	<u>200,611</u>	<u>4.9%</u>

Comments

Los Angeles County Law Library
Income Statement for the Period Ending May 31, 2019
(Provisional and subject to year-end audit adjustments)

May 18 Actual	May 2019			
	Budget	Actual	\$ Fav (Unf)	% Fav (Unf)
0	0	0	0	0.0%
621	410,000	0	410,000	100.0%
0	20,000	0	20,000	100.0%
0	10,000	0	10,000	100.0%
0	0	0	0	0.0%
621	440,000	0	(440,000)	-100.0%

Capital Expenditures:

FY 2017-18 YTD Actual	FY 2018-19 YTD				Comments
	Amended Budget	Actual	\$ Fav	% Fav	
0	55,300	3,352	51,948	93.9%	Security camera project rolled over FY20 budget.
25,581	410,000	30,789	379,211	92.5%	Reflects completion of the solid state public PC project. Public copier and print release project rolled over to FY20 budget.
6,197	208,089	188,089	20,000	9.6%	Reflects completed Roof North (1970) project and new barrier arm gates. Landscape project delayed to Jun 2019.
0	18,000	0	18,000	100.0%	Hand dryer project delayed to June 2019.
0	0	0	0	0.0%	
31,778	691,389	222,229	469,160	67.9%	

CalPERS CERBT Trust Fund:

Beginning Balance	2,218,283	
Administrative Expense	(92)	CalPERS CERBT program cost.
Investment Expense	(67)	Investment management cost.
Unrealized Gain/Loss	(32,964)	Fluctuating market conditions.
Distribution	0	Distribution from Fund
Ending Balance	2,185,160	

¹ UBS interest/dividend income and gains/losses is consolidated into Investment Gain (Loss) effective FY 2016. It was also moved to "non-operating income" section of the budget as recommended by outside auditors.

LOS ANGELES COUNTY LAW LIBRARY
 June 1, 2019 - June 30, 2019 (CHECKS)
 Account No.: 108000

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
June 5	TOM ERIC COLITT	REFUND	140.00	030950
	TIANA DANIELIAN	REFUND	140.00	030951
	ALLAN JOYCE	REFUND	140.00	030952
	FRANK ANTHONY SOTO	REFUND	84.00	030953
	COUNTY OF LOS ANGELES	BANK CHARGES	48.51	030954
	ESTHER EASTMAN	MILEAGE	20.88	030955
	COUNTY OF LOS ANGELES	HEATING/COOLING	2,616.64	030956
	RYAN METHENY	MEMBERSHIP DUES	283.00	030957
June 7	DINAH MINKOFF	MEMBERSHIP DUES	263.00	030958
	GAUNT	BOOKS	191.93	030959
June 12	OTTO HARRASSOWITZ	BOOKS	3,239.47	030960
	LIBROS CENTROAMERICANOS	BOOKS	327.13	030961
June 14	AT&T	TELECOM	489.72	030962
	CALIBER ELEVATOR	ELEVATOR MAINT	966.00	030963
	MICHELLE HOPKINS	LEGAL	4,050.00	030964
	SANDRA J LEVIN	MEMBERSHIP	69.00	030965
	METROLINK	TMP	505.75	030966
	ONEDIGITAL HR CONSULTING	CONSULTING	2,896.26	030967
	WOODS MAINTENANCE SERVICES, INC	JANITORIAL SVCS	175.00	030968
June 14	LEXISNEXIS CANADA BUTTERWORTHS CANA	BOOKS	2,064.24	030969
	CO INFO PTY LTD	BOOKS	737.16	030970
	OTTO HARRASSOWITZ	BOOKS	1,113.17	030971
	KINOKUNIYA BOOK STORES OF AMERICA	BOOKS	501.89	030972
	LAW REPORTS INTERNATIONAL LTD	BOOKS	250.00	030973
	WILLIAM S HEIN & CO	BOOKS	2,059.50	030974
	ADRIAN M BACA	REFUND	125.00	030975
	MARSHA MARGARET BOON	REFUND	124.00	030976
	MINOO ENSHAI	REFUND	140.00	030977
	AN MINH LE	REFUND	140.00	030978
	PAULA PURYEAR	REFUND	136.00	030979
	ANTHONY J PATTI	REFUND	138.00	030980
	CHRISTINE JIHEA SONG	REFUND	140.00	030981
	PHIL A THOMAS	REFUND	140.00	030982
	SEAN P WOFFORD	REFUND	140.00	030983
	DOROTHY FUE WONG	REFUND	70.00	030984
	WEN WINNY YANG	REFUND	140.00	030985
June 21	MICHAEL ALAN KOPLow	REFUND	140.00	030986
	GUARDIAN	PREPAID EXP	7,315.74	030987
	NATIONAL 50 SECURITY	SECURITY	4,880.01	030988
	VARDAN ANTONYAN	REFUND	132.00	030989

37,673.00

LOS ANGELES COUNTY LAW LIBRARY
 June 1, 2019 - June 30, 2019 (CHECKS)
 Account No.: 108000

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
	BINGHAM MCCUTCHEN LLP	REFUND	400.00	030990
	ELIZABETH BOTSFORD	REFUND	140.00	030991
	LINDSEY ROSEANN KRESS	REFUND	140.00	030992
	GENESIS SOLOMON LEE	REFUND	134.00	030993
	J MICHAEL LEHMANN	REFUND	125.00	030994
	MANNING LEAVER BRUDER ET AL	REFUND	400.00	030995
	MURALI M MENON	REFUND	140.00	030996
	SAMUAL OBI OGBOGU	REFUND	140.00	030997
	HERBERT C RUBINSTEIN	REFUND	140.00	030998
	SYNCB AMAZON	BOOKS	1,696.33	030999
	CASALINI LIBRI	BOOKS	498.26	031000
	OTTO HARRASSOWITZ	BOOKS	1,248.41	031001
June 24	BRIAN SHEW	REFUND	195.00	031002
	STATE BAR OF CALIFORNIA	COURSE REGISTRAT	360.00	031003
	TOTAL COMPENSATION SYSTEMS, INC	PREPAID EXP	1,755.00	031004
June 27	COUNTY OF LOS ANGELES	BANK CHARGES	51.04	031005
	GOLDEN STATE ELECTRIC	CIP INTERIOR	5,150.00	031006
June 28	LEXISNEXIS CANADA BUTTERWORTHS CANA	BOOKS	164.18	031007
	QUALITY CODE PUBLISHING	BOOKS	65.30	031008

50,215.52

LOS ANGELES COUNTY LAW LIBRARY
June 1, 2019 - June 30, 2019 (CHECKS)
Account No.: 102001

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
June 5	BANDWIDTH.COM, INC.	TELECOM	288.17	V004384
	DAILY JOURNAL CORPORATION	ACCOUNTING	15.08	V004385
	GTT COMMUNICATIONS	TELECOM	85.76	V004386
	KONICA MINOLTA BUSINESS	COPY CENTER	78.75	V004387
	NASA SERVICES	BLDG SVCS	467.45	V004388
	OFFICE DEPOT	SUPPLIES-OFFICE	152.14	V004389
	STATE COMPENSATION	WORKERS COMP	3,177.08	V004390
	ALL PHASE ELECTRIC SUPPLY CO.	CIP INTERIOR	2,660.81	V004407
June 6	SOUTHWEST AIRLINES	TRAVEL	479.00	V004408
	BULBS.COM	CIP INTERIOR	2,759.41	V004409
June 7	OFFICESUPPLY.COM	SUPPLIES-OFFICE	189.23	V004432
	ALI CLE CONTINUING LEGAL EDUCATION	BOOKS	99.00	V004391
June 7	WOLTERS KLUWER LAW & BUSINESS	BOOKS	1,624.11	V004392
	CONTINUING EDUCATION OF THE BAR CAL	BOOKS	646.27	V004393
	PROQUEST LLC COUTTS INFORMATION SER	BOOKS	15.44	V004394
	INGRAM LIBRARY SERVICES	BOOKS	405.54	V004395
	LAW JOURNAL PRESS	BOOKS	499.67	V004396
	LEXISNEXIS ONLINE SERVICES	BOOKS	15,298.00	V004397
	PRACTISING LAW INSTITUTE	BOOKS	423.98	V004398
	STATE BAR OF TEXAS	BOOKS	243.00	V004399
	THOMSON REUTERS TAX & ACCOUNTING	BOOKS	326.31	V004400
	WEST ACADEMIC	BOOKS	454.76	V004401
June 10	THOMSON REUTERS	BOOKS	4,310.56	V004402
	KAPCO	SUPPLIES-LIBRARY	1,353.19	V004410
June 11	GURU PRINTERS	STATIONARY/ADV	154.40	V004411
	ALTA FOODCRAFT	KITCHEN SUPPLIES	163.89	V004412
June 12	BRIGHTVIEW	LANDSCAPING	1,250.00	V004413
	KONICA MINOLTA BUSINESS	COPY CENTER	337.93	V004414
	OCLC INC	BIBLIOGRAPHICAL S	752.70	V004415
	PAN AMERICAN PEST CONTROL CO	BLDG SVCS	98.00	V004416
	SPECTRUM	TELECOM	1,085.74	V004417
June 13	STAMPS.COM	DELIVERY & POSTAG	300.00	V004433
	AMERICAN LAW INSTITUTE	BOOKS	261.45	V004418
June 14	WOLTERS KLUWER LAW & BUSINESS ** VOIDED ****	BOOKS	0.00	V004419
	BLOOMBERG BNA	BOOKS	93.99	V004420
	CONTINUING EDUCATION OF THE BAR CAL	BOOKS	869.35	V004421
	EBSCO PUBLISHING	BOOKS	3,584.00	V004422
			45,147.76	

LOS ANGELES COUNTY LAW LIBRARY
June 1, 2019 - June 30, 2019 (CHECKS)
Account No.: 102001

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
	JURIS PUBLISHING INC	BOOKS	143.60	V004423
	PRACTISING LAW INSTITUTE	BOOKS	371.42	V004424
	ROWMAN & LITTLEFIELD PUBLISHING	BOOKS	108.41	V004425
	CITY OF THOUSAND OAKS	BOOKS	37.76	V004426
	WEST ACADEMIC	BOOKS	53.65	V004427
	THOMSON REUTERS	BOOKS	65,409.73	V004428
	JOHN WILEY & SONS INC	BOOKS	337.37	V004429
	GOBI LIBRARY SOLUTIONS	BOOKS	1,461.46	V004430
June 19				
	CDW GOVERNMENT INC	SUPPLIES-OFFICE	613.97	V004434
June 20				
	WOLTERS KLUWER LAW & BUSINESS	BOOKS	788.57	V004431
	AMERICAN LIBRARY ASSOCIATION	REGISTRATION FEE	250.00	V004435
	AT&T MOBILITY	TELECOM	16.24	V004436
	CITY FARE	MEALS	172.46	V004437
	CORODATA	BLDG SVCS	47.87	V004438
	FEDEX	DELIVERY & POSTAG	39.08	V004439
	JOHNSON CONTROLS SECURITY SOLUTIONS	BLDG SVCS	15,959.01	V004440
	OFFICE DEPOT	SUPPLIES-OFFICE	254.00	V004441
	STANLEY ACCESS TECH LLC	REPAIR & MAINTENA	2,327.10	V004442
	UPS	DELIVERY & POSTAG	8.66	V004443
June 21				
	AMERICAN LAW INSTITUTE	BOOKS	366.50	V004444
	WOLTERS KLUWER LAW & BUSINESS	BOOKS	5,646.39	V004445
	CONTINUING EDUCATION OF THE BAR CAL	BOOKS	1,617.14	V004446
	INFORMATION TODAY INC	BOOKS	99.95	V004447
	JURIS PUBLISHING INC	BOOKS	73.03	V004448
	JURISNET LLC	BOOKS	143.60	V004449
	LAW JOURNAL PRESS	BOOKS	5,094.96	V004450
	LAWPRESS CORPORATION	BOOKS	821.05	V004451
	NEW JERSEY LAW JOURNAL	BOOKS	279.09	V004452
	PRACTISING LAW INSTITUTE	BOOKS	167.64	V004453
	THOMSON REUTERS TAX & ACCOUNTING	BOOKS	9,015.10	V004454
	UNITED NATIONS PUBLICATIONS	BOOKS	164.22	V004455
	THOMSON REUTERS	BOOKS	3,568.16	V004456
	WILLIAM S HEIN & CO	BOOKS	2,457.26	V004457
	GOBI LIBRARY SOLUTIONS	BOOKS	61.18	V004458
	GURU PRINTERS	COLLATERAL MATER	1,042.44	V004460
	PR NEWSWIRE	ADVERTISEMENT	355.00	V004461
June 24				
	INFINISOURCE INC	PAYROLL/HR BENEFI	75.00	V004459
	FARONICS	SOFTWARE MAINT	2,679.15	V004462
June 25				
	LEXISNEXIS MATTHEW BENDER	BOOKS	32,945.79	V004463
	CDW GOVERNMENT INC	SOFTWARE MAINT	2,281.00	V004464

208,258.17

LOS ANGELES COUNTY LAW LIBRARY
June 1, 2019 - June 30, 2019 (CHECKS)
Account No.: 102001

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
June 27	FILE KEEPERS	SOFTWARE MAINTENANCE	5,900.00	V004465
	KONICA MINOLTA BUSINESS	COPY CENTER	846.32	V004466
	LASERCARE	MAINTENANCE	673.56	V004467
	OFFICE DEPOT	SUPPLIES-OFFICE	452.99	V004468
June 28	HOME DEPOT PRO	CLEANING SUPPLIES	2,173.38	V004469
	WOLTERS KLUWER LAW & BUSINESS	BOOKS	1,903.94	V004470
	LEXISNEXIS MATTHEW BENDER	BOOKS	751.34	V004471
	CONTINUING EDUCATION OF THE BAR CAL	BOOKS	3,361.35	V004472
	PROQUEST LLC COUTTS INFORMATION SER	BOOKS	1,200.31	V004473
	INSTITUTE OF CONTINUING LEGAL EDUCATION	BOOKS	138.50	V004474
	PRACTISING LAW INSTITUTE	BOOKS	1,179.42	V004475
	THOMSON REUTERS TAX & ACCOUNTING	BOOKS	609.38	V004476
	GOBI LIBRARY SOLUTIONS	BOOKS	2,832.09	V004477
	BMT MICRO INC	SOFTWARE <3K	559.00	V004478
	CDW GOVERNMENT INC	HARDWARE <3K	1,274.35	V004479

226,214.10

LOS ANGELES COUNTY LAW LIBRARY
 June 1, 2019 - June 30, 2019 (CHECKS)
 Account No.: 102003

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
June 4	SYNCB AMAZON	HARDWARE (<3k)	15.72	V000335
	AMAZON WEB SERVICES	SOFTWARE	0.52	V000336
June 7	SYNCB AMAZON	HARDWARE (<3k)	241.27	V000337
June 12	SYNCB AMAZON	CLEANING SUPPLIES	414.17	V000338

671.68

LOS ANGELES COUNTY LAW LIBRARY
June 1, 2019 - June 30, 2019 (CHECKS)
Account No.: 102004

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
June 12	LA DEPT WATER & POWER	WATER/SEWER	10,024.72	V000097
June 18	HOME DEPOT	REPAIR/MAINT	77.48	V000099

10,102.20

LOS ANGELES COUNTY LAW LIBRARY
June 1, 2019 - June 30, 2019 (WARRANTS)
Account No.: 102000

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
June 28	EX LIBRIS (USA) INC.	ILS	14,817.37	TS00281301

14,817.37

MEMORANDUM

DATE: July 24, 2019

TO: Board of Law Library Trustees

FROM: Sandra Levin, Executive Director
Malinda Muller, Director, Patron Services
Austin Stoub, Senior Librarian, Reference & Research

RE: Platinum Program Update for the Month of June

INTRODUCTION

At the December 2017 Board of Trustees meeting, the Board approved a plan to allow LA Law Library to offer a Platinum level members program. At the time of approving the plan, the Board also requested monthly updates on the status of the Platinum Members program. This is our monthly report, for the June 2019 board meeting, reporting Platinum Member services for June of 2019.

This report is informational only; no action is requested or required.

ANALYSIS

In the month of June we responded to 16 edelivery requests, with a total of 29 documents delivered across these requests. Due to changes in the terms of the contract, we have more leeway as to a timeframe for responding. As a result of these changes, our average time for responding to these requests was 2 hours and 32 minutes. The document requests filled were generally case or statute pulls from subscription databases, though there were requests for secondary sources and requests for scans from our print collection.

All requests were filled by staff assigned to the Platinum Members program, without any negative impact on public services or programs. Staff assigned to the Platinum Members program made productive use of time not spent serving Platinum Members to work on other Law Library tasks or assist with public service at the reference desk.

Staff is available to answer any questions the Board of Trustees may have.



LA Law Library
Fiscal Year Quarterly Statistics

		FY17 4th Quarter	FY17 Total	FY18 4th Quarter	FY18 Total	FY19 1st Quarter	FY19 2nd Quarter	FY19 3rd Quarter	FY19 4th Quarter	FY19 Totals	FY19 4th Quarter Notes		
Reference and Research													
	<i>Reference and Research responds to user requests for Library materials in-person, mail and electronic inquiries.</i>												
	Desk Inquiries	6,206	25,265	6,782	25,594	5,695	5,181	5,556	5,745	22,203	Members In-Person Inclusion Commenced stats in FY19 2nd Quarter		
	Tuesday 6pm to 8pm - All Queries	81	333	87	432	57	81	88	92	318			
	Phone	1,888	7,289	1,748	7,479	1,502	1,306	1,453	1,474	5,736	Members Phone Inclusion Commenced stats in FY19 2nd Quarter		
	Email/ Live Chat	247	908	39	420	156	150	521	469	1,089			
	By Mail	53	221	54	174	57	40	56	57	210	Members Email Inclusion Commenced stats in FY19 2nd Quarter		
	Global Law Inquires	66	149	24	211	24	17	18	25	84			
	Global Law Web Inquires	23	43	24	128	17	14	19	14	64			
	e-Branch Chat	34	151	35	166	50	42	33	43	168			
	e-Branch Email	0	1	0	0	0	0	0	0	0			
	Total	8,598	34,360	8,793	34,604	7,669	6,935	7,823	7,919	29,872		0	
Circulation Services													
	<i>The Circulation Desk responds to requests for computer sign-up, books on reserve, placing books on hold, questions about overdue fines and lost items, paging materials needed from closed stacks as well as checking</i>												
	Desk Inquiries	3,376	14,093	4,119	16,204	5,328	5,869	3,687	5,566	20,450			
	Phone Inquiries	1,936	7,384	1,966	7,947	2,000	1,666	1,173	2,247	7,086			
	Total	5,312	21,477	6,085	24,151	7,328	7,535	4,860	7,813	27,536			
	Books Circulated	2,200	9,576	2,325	9,838	2,204	1,899	2,208	1,865	8,176			
	Library Card Sign-ups	492	2018	457	1844	475	522	502	478	1,977			
	Members Program - Active Members	323	323	353	1325	326	340	335	323	1,324			
	Public Terminal Logins	9,390	38,120	8,636	33,944	8,590	6,078	5,803	6,665	27,136			
Document Delivery / E-Delivery/Copies													
	<i>Document Delivery responds to requests for materials from the LA Law Library collection. Copy Center responds to requests for photocopies, printouts from our computers as well as from the microfiche reader-printer.</i>												
	Phone Inquiries	263	946	206	795	258	334	311	569	1472			
	In-Person	2,448	8,742	2,476	9,573	2,282	2,124	2,776	2,508	9,690			
	Email (Includes Members Program)	234	765	237	1062	225	201	802	336	1,564			
	Email via Members Program Only	0		0			53		63	116			
	Total	2945	10,453	2,919	11,430	2,765	2,712	3,889	3,476	12,842			
	Pages Delivered	1,880	19,877	6,256	26,114	6,279	4,503	4,769	12,096	27,647			
	Copies Made (Main Library)	63,448	336,629	61,105	222,749	63,324	49,678	66,700	76,600	256,302			
Collection Management Services													
	<i>Collection Management handles all new acquisitions, continuation and updates, as well as any volumes that are withdrawn from the collection.</i>												
	New Titles Added	66	381	190	468	129	140	83	430	782			
	Print Volumes Added	1,068	4,228	1,253	4,954	1,792	1,409	1,212	1,811	6,224			
	New Serials	13	85	28	77	21	25	21	27	94			
	Non-Print Media Added	367	12,104	695	16,894	126	200	1,487	109	1,922			
	Records Cataloged/Updated	218	1,634	757	1787	865	485	304	373	2,027			
	Print & Non-Print Withdrawn	543	2,623	534	1949	440	540	280	955	2,215			

LA Law Library
Fiscal Year Quarterly Statistics

		FY17 4th Quarter	FY17 Total	FY18 4th Quarter	FY18 Total	FY19 1st Quarter	FY19 2nd Quarter	FY19 3rd Quarter	FY19 4th Quarter	FY19 Totals	FY19 4th Quarter Notes		
Brief Scanning Project													
	Briefs Logged (Google)	11,366	22,917	20,577	62,213	16,192	11,743	11,640	16,800	56,375			
Website Statistics													
	Visitors	23,308	94,474	29,479	99,295	31,942	22,725	30,386	29,734	114,787			
	Visits (previously counted as "Pages Viewed")	94,397	373,668	41,894	255,548	100,275	90,517	87,874	84,545	363,211			
	Average Daily Visits	1,026	4,094	460	698	1,143	379	415	334	2,271			
	Average Duration	2:54	N/A	2:42	3:31	2:28	3:01	4:22	4:40	3:58			
	Visitors: US	98.97%	N/A	96.72%	97.73%	98.00%	97.74%	96.08%	97.88%	97.43%			
	Visitors: International / Unspecified	1.03%	N/A	3.28%	2.26%	2.00%	2.26%	3.92%	2.12%	2.58%			
Training and Events (Includes Main & Branch locations)													
	Public Classes Held												
	Internal speaker	45	132	34	113	33	42	36	43	154			
	Guest speaker	89	202	53	225	50	81	47	37	215			
	MCLE Classes Held												
	Internal speaker	0	4	0	2	1	0	1	0	2			
	Guest speaker	8	30	6	25	4	6	12	8	30			
	Clinics/ Workshops Held	46	169	70	243	33	65	44	50	192			
	Total	198	547	163	608	121	194	140	138	593			
	Class Attendance Total (Estimated)	2,635	7,431	2,059	6,878	1,456	3,480	2,014	2,423	9,373			
Visits to Main Branch													
	Number of Patron Visits (front door)			26,513	N/A	25,434	24,400	25,240	25,632	100,706			

MEMORANDUM

DATE: July 24, 2019

TO: Board of Law Library Trustees

FROM: Marcelino Juarez, Finance Manager

VIA: Sandra J. Levin, Executive Director

RE: Approval of Vasquez & Company LLP Engagement Letter to Audit the Law Library's Financial Statements for FY2018-19

SUMMARY

Staff recommends the Board approve Vasquez & Company LLP's engagement letter to audit the Law Library's financial statements for the fiscal year ended 6/30/19 and accept the auditor's required communication, SAS 114 letter.

ANALYSIS AND DETAIL

On May 23, 2018 and following an RFP process the Board selected Vasquez & Company LLP as its financial auditor starting with fiscal year ending June 30, 2018. The RFP called for and Vasquez & Company LLP responded with fee proposals for fiscal years 2017-18, 2018-19 and 2019-20. Vasquez and Company LLP has proposed terms and conditions to audit the Law Library's financial statements for the fiscal year 2018-19 (see attached). Except for the dates and fee amount, the body of the proposed letter is identical to last year's letter.

As previously proposed in their response to our RFP, Vasquez & Company LLP is proposing a fixed fee of \$19,750 for the fiscal year 2018-19 financial audit. Pursuant to the Library's Governance Resolution, the Board must ratify the engagement and will be responsible for approving the audit report that results. Should the Board adopt Staff's recommendation; the audit field work will be scheduled to begin on the week of August 19th. The audit report is expected to be presented to the Board at its October 23, 2019 meeting.

In addition, and prior to the audit field work, staff also requests the Board accept the auditor's required communication, SAS 114 letter (see attached).

RECOMMENDATION

Staff recommends that the Board approve the attached engagement letter and accept the auditor's required communication, SAS 114 letter.



June 28, 2019

Ms. Sandra J. Levin
Executive Director
Los Angeles County Law Library
301 West First Street
Los Angeles, CA 90012-3100

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Los Angeles County Law Library (Law Library) which comprise the statement of net position as of June 30, 2019 and the related statements of revenues, expenses and changes in net position, and cash flows for the year then ending, and the related notes to the financial statements.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the Law Library's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Law Library's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis (MD&A)
- 2) Schedule of Net OPEB Liability
- 3) Schedule of OPEB Contribution
- 4) Schedule of Proportionate Share of the Net Pension Liability
- 5) Schedule of Pension Contributions

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.



The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

In making our risk assessments, we consider internal control relevant to the Law Library's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Law Library's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Governing Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;



4. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the Law Library from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the Law Library complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the Law Library involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the Law Library received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information (RSI) presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditors' report on the RSI in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditors' report thereon.

The Governing Board is responsible for informing us of its views about the risks of fraud or abuse within the Law Library, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the Law Library.

Our association with an official statement is a matter for which separate arrangements will be necessary. The Law Library agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Law Library seeks such consent, we will be under no obligation to grant such consent or approval.

The Law Library agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the Law Library agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.



Because Vasquez & Company LLP (Vasquez) will rely on the Law Library and its management and Governing Board to discharge the foregoing responsibilities, the Law Library holds harmless and releases Vasquez and its partners and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Law Library's management that has caused, in any respect, Vasquez' breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the Law Library's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Law Library's books and records. The Law Library will determine that all such data, if necessary, will be so reflected. Accordingly, the Law Library will not expect us to maintain copies of such records in our possession. The assistance to be supplied by Law Library personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Ms. Sandra J. Levin, Executive Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If, in connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements (such as drafting the financial statements), the Law Library agrees to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services. The Law Library has agreed that Sandra J. Levin, Executive Director, possesses suitable skill, knowledge, or experience and that the individual understands the services to be performed sufficiently to oversee them. Accordingly, the management of the Law Library agrees to the following:

1. The Law Library has designated Sandra J. Levin, Executive Director, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Sandra J. Levin, Executive Director will assume all management responsibilities for subject matter and scope of the preparation and assembly of the financial statements.
3. The Law Library will evaluate the adequacy and results of the services performed.
4. The Law Library accepts responsibility for the results and ultimate use of the services.

GAAS further requires we establish an understanding with the management and those charged with governance of the Law Library of the objectives of the non-audit service, the services to be performed, the Law Library's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

Other Relevant Information

Vasquez is an integral part of the RSM US Alliance. RSM US Alliance provides its members with access to resources of RSM US LLP (formerly known as RSM LLP), the leading provider of audit, tax and consulting services focused on the middle market. RSM US LLP will be available to support Vasquez by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We maintain supervision, control and ultimate responsibility for the performance of this engagement.



Vasquez is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.

Vasquez may mention the Law Library's name and provide a general description of the engagement in Vasquez' client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers (including persons or entities outside the United States) to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with Section 5079(a)(5) of the California Accountancy Act, we hereby disclose that a nonlicensee owner may be involved in the engagement in the area of IT Advisory and Risk Management Services.

E-mail Communication

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails may be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement.

In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We ask that you use our secured Citrix Sharefile site to transfer all confidential information to the engagement team.

Information Security - Miscellaneous Terms

Vasquez is committed to the safe and confidential treatment of the Law Library's proprietary information. Vasquez is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The Law Library agrees that it will not provide Vasquez with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the Law Library's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Vasquez may terminate this relationship immediately in its sole discretion if Vasquez determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Vasquez' client acceptance or retention standards, or if the Law Library is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the Law Library or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.



Ownership of Audit Documentation and Access to Workpapers

The audit documentation for this engagement is the property of Vasquez and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a regulatory body. Other third parties may also request or subpoena our audit documentation. We will notify you of any such request or subpoena. If requested, access to such audit documentation will be provided under the supervision of Vasquez personnel. Further, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Before we provide access to or copies of such workpapers, unless prohibited by law, we will notify the Law Library's management and provide copies of such request to allow the Law Library to take any action it deems necessary or appropriate to limit or prevent access to such workpapers.

In the event that we are requested or authorized by the Law Library or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Law Library, the Law Library will, so long as we are not party to the proceeding in which the information is sought, reimburse us for our professional time and expenses as well as fees and expenses of the counsel, incurred in responding to such requests

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a regulatory body. If we are aware that a regulatory body or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Independence

Vasquez meets the GAAS independence requirements as it relates to the Law Library. Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Law Library in the performance of our services. Any discussions that you have with Vasquez personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Dispute Resolution

The Law Library and Vasquez agree that no claim or demand for arbitration arising out of services rendered pursuant to this agreement shall be filed more than the earlier of two years after the date of the audit report issued by Vasquez or the date of this arrangement letter if no report has been issued. If any dispute, controversy, or claim arises out of, relates to, or results from the performance or breach of this Agreement, excluding claims for non-monetary or equitable relief (collectively, the "Dispute"), either party may, upon written notice to the other party, request non-binding mediation.

A recipient party of such notice may waive its option to resolve such Dispute by non-binding mediation by providing written notice to the party requesting mediation and then such parties hereto shall resolve such Dispute by binding arbitration as described below. Such mediation shall be assisted by a neutral mediator acceptable to both parties and shall require the commercially reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute. If the parties are unable to agree on a mediator within twenty (20) days from delivery of the written notice, either party may invoke the mediation service of the JAMS Mediation, Arbitration and ADR Services.

Each party may disclose any facts to the other party or to the mediator that it, in good faith, considers reasonably necessary to resolve the Dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing



party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation.

The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. Unless waived, such mediation shall conclude after the parties have engaged in good faith settlement negotiations, but nonetheless are unable to resolve the Dispute through the mediation process. The attorneys' fees and costs incurred by each party in such mediation shall be borne solely by such party, except that the fees and expenses of the mediator, if any, shall be borne equally by the parties.

Any Dispute not resolved first by mediation between the parties (or if the mediation process is waived as provided herein) shall be decided by binding arbitration. The arbitration proceeding shall take place in the jurisdiction in which the Vasquez office providing the relevant services exists, unless the parties agree in writing to a different locale. The arbitration shall be governed by the provisions of the laws of the state in which the arbitration is to take place (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of such state shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current JAMS Comprehensive Arbitration Rules & Procedures, except that the Arbitration Panel (as defined below) shall permit discovery that is consistent with the scope of discovery typically permitted by the California Rules of Civil Procedure and/or is otherwise customary in light of the complexity of the Dispute and the amount in controversy. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below).

The arbitration shall be conducted before one neutral arbitrator, unless all parties agree otherwise. In cases involving more than one Arbitrator, the Parties shall agree on, or, in the absence of agreement, JAMS shall designate, the Chairperson of the Arbitration Panel. Where the parties have agreed that each party is to name one Arbitrator, the Arbitrators so named shall be neutral and independent of the appointing party, unless the parties have agreed that they shall be non-neutral, (the "Arbitration Panel"). The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue in writing findings of fact and conclusions of law. The Arbitration Panel shall not have authority to grant an award that is not supported by substantial evidence or that is based on an error of law, and such absence of substantial evidence or such error of law may be reviewed on appeal to vacate an award based on the standard of review otherwise applicable in the California Appellate Court responsible for the jurisdiction in which the arbitration is venued, and without regard to any heightened standard of review otherwise applicable to an arbitration decision rendered by the JAMS. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any state court of competent jurisdiction. No payment of any award or posting of any bond of any kind whatsoever is required to be made or posted until such Dispute is finally determined.

In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the terms of this Agreement. For the purposes of applying the terms of this Agreement, receipt of a written demand for arbitration by the JAMS shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.

The Law Library waives any claim for punitive damages. Vasquez' liability for all claims, damages and costs of the Law Library arising from this engagement is limited to the amount of fees paid by the Law Library to Vasquez for the services rendered under this arrangement letter.



Reporting

We will issue a written report upon completion of our audit of the Law Library's financial statements. Our report will be addressed to the Governing Board of the Law Library. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Fees and Costs

Cristy Canieda is the engagement partner and is responsible for supervising the engagement and for signing the audit report.

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work are based upon the following criteria:

- a. Anticipated cooperation from Law Library personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances (Exhibit I) will not be encountered during the engagement
- f. No instances of fraud that will require additional procedures

If any of the aforementioned criteria are not met, then fees may increase. If we find that additional time is likely to be necessary, we will attempt to discuss it with the Law Library's management and Audit Committee and arrive at a new fee estimate before we incur additional time or costs.

We anticipate the fee to be **\$19,750**. The maximum number of report copies we will provide you is 10. Any copy(ies) you will request in excess of this maximum number will be an additional cost to you. As an alternative, we can provide you an electronic copy (PDF) of the report at no cost. Interim billings will be submitted as work progresses and as expenses are incurred.

Our invoices for these fees will be rendered in accordance with the terms set below and are payable on presentation. In accordance with Vasquez policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not issued a report. You will be obliged to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of termination. Invoices aged over 30 days may be subject to a 10% late charge.

The payment schedule for the aforementioned services is as follows:

<u>Year-End Audit</u>	
Upon acceptance of this letter	\$ 7,500
Upon the start of audit fieldwork	6,500
Issuance of initial audit draft	<u>5,750</u>
Total	<u>\$ 19,750</u>



When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, Vasquez may, at its sole discretion, terminate this arrangement letter without further obligation to the Law Library. Resumption of audit work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing, and fee arrangement discussed in this arrangement letter will no longer apply. In order for Vasquez to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves Vasquez and is subsequently employed by or associated with a client in a key position. Accordingly, the Law Library agrees it will compensate Vasquez for any additional costs incurred as a result of the Law Library's employment of a partner or professional employee of Vasquez.

Review of audit documentation by a successor auditor or as part of due diligence will be agreed to, accounted for and billed separately.

Other Services

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, operations, accounting, and auditing matters affecting the Law Library. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you the scope of the additional services and estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby, including any representation letter, is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.



This letter constitutes the complete and exclusive statement of agreement between Vasquez and the Law Library, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Very truly yours,

VASQUEZ & COMPANY LLP

Cristy A. Canieda
Partner

RESPONSE:

This letter correctly sets forth the understanding of the **Los Angeles County Law Library**.

Officer's Signature: _____

Title: _____

Date: _____



EXHIBIT I – Examples of Unexpected Circumstances

Incorrect accounting applications or errors in your records

We generally form our fee estimates on the expectations that your accounting records are in good order so that our work can be completed based upon our normal testing and other procedures. However, should we find numerous errors, incomplete records or disorganized bookkeeping methods, we will have to do additional work to determine that the necessary corrections have been made and properly reflected in the financial statements.

Lack of audit facilitation or timely preparation

To minimize your costs, we plan the means by which your personnel can facilitate the audit (e.g. what schedules they will prepare, how to prepare them, the supporting documents that need to be provided, etc.). We also discuss matters such as availability of your key personnel, deadlines and working conditions. Indeed, the information concerning these matters that you furnish to us is a key element in our fee quotation. Therefore, if your personnel are unable, for whatever reason, to provide these materials on a timely basis, it may substantially increase the work we must do to complete the engagement within the established deadlines. Moreover, in some circumstances this may require a staff withdrawal, as discussed in the following paragraph.

Staff withdrawal

A staff withdrawal consists of our removing one or all staff because the condition of your records or the inability of your personnel to provide agreed upon materials within the established timetable makes it impossible for us to perform our work in a timely, efficient manner, as established by our engagement plan. Sometimes, a complete staff withdrawal is necessary to permit an orderly audit approach. A staff withdrawal is not necessarily an adverse reflection on your personnel. However, it involves additional costs, as we must reschedule our personnel; incur additional start-up costs, etc., to prevent total engagement costs from increasing significantly.

Unforeseen events

Even though we communicate frequently with clients and plan our engagement with management and their staff, unforeseen events can occur. Examples include accounting problems, litigation, changes in your business or business environment, contractual or other difficulties with suppliers, third-party service providers, or customers, etc. When those circumstances occur, additional time is needed to provide you with assistance and complete our engagement in accordance with professional standards.

Again, we emphasize that we strive to give you optimum value for our professional services. Fee quotations are provided based upon the facts and circumstances that you describe to us. However, unlike the sale of products, the performance of professional services is affected by many variables, such as the foregoing, which may cause fee estimates to change.

We want you to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. We, therefore, commit to inform you in advance of any need to revisit fee estimates.



**Communication to the Board of Trustees Regarding
The Planned Scope And Timing Of The Audit
Los Angeles County Law Library
*Year ended June 30, 2019***

June 28, 2019

To the Board of Trustees
Los Angeles County Law Library
301 W. First Street
Los Angeles, CA 90012

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of the Los Angeles County Law Library's (Library) financial statements as of and for the year ending June 30, 2019.

Communication

Effective two-way communication between our Firm and the Board of Trustees is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the Library and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts, instances of noncompliance, or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of Vasquez & Company LLP is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by Vasquez and Company LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.



The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance, including abuse.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements or noncompliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, in forming the opinion in our report on the financial statements and in determining or reporting in accordance with auditing standards and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing, and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the Library's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and compliance. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the Government Auditing Standards issued by the Comptroller General of the United States.



To the Board of Trustees
Los Angeles County Law Library
June 28, 2019
Page 3

Timing of the Audit

We will start our audit field work on August 19, 2019. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the Library. If you have any questions, please contact me directly at (213) 873-1720 or email me at ccanieda@vasquezcpa.com.

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

Very truly yours,

VASQUEZ & COMPANY LLP

Cristy Canieda
Partner

MEMORANDUM

DATE: July 24, 2019
TO: Board of Law Library Trustees
FROM: Sandra Levin, Executive Director
RE: Approval of Revised Rules of Conduct

INTRODUCTION AND BACKGROUND

Staff recommends that in order to update the Rules to reflect current practices and properly protect the Library and its services and materials, the following passages in the Rules of Conduct should be amended:

SAFETY AND SECURITY

- Notwithstanding the above, a patron may bring one personal handcart into the library, provided the cart can be folded or collapsed and is placed entirely under a patron table in the Reading Room within the single, individual space at the table being used by the patron.

USE OF COMPUTERS AND PERSONAL ELECTRONIC DEVICES

Public computer use is limited to one 2- hour per session. ~~If no users are waiting, a second session may be requested.~~ Users may only access public computers using their own library card. To request your library card, please ask any staff member to assist you. Accessing the library computer system, programs or data without authorization is prohibited.

FAILURE TO COMPLY

Failure to comply with library rules, library signage or the directives of library staff or security personnel, or to cooperate with the staff or security personnel in their enforcement of these rules may result in the loss or suspension of library privileges, including but not limited to temporary or permanent removal from the library premises. Individuals who refuse to leave when requested to do so by staff or security personnel will be subject to arrest for trespassing and prosecution under California Penal Code Section 602.1(b).

Any removal or suspension of privileges for more than one day may be appealed upon written request within 10 days of the removal or suspension.

RECOMMENDATION

Staff recommends that the Board approve the attached, amended Rules of Conduct.



RULES OF CONDUCT

Updates as of ~~August 2018~~ July 2019

The LA Law Library staff welcomes you.

LA Law Library provides public access to legal information. We are here to assist your use of the resources and services offered. Please help us keep the library safe and pleasant for everyone by following these rules of conduct when on Library property.

RESPECT THE RIGHTS OF OTHERS

Users shall respect the rights of other library users and library staff. The Library shall not be used in lieu of an office for the practice of law or any other professional or business activity. Soliciting, harassing, offending, intimidating or disturbing library patrons or staff or intentionally interfering with their ability to conduct library business is strictly prohibited. *[California Penal Code 602.1(b)]*

PERSONS WITH DISABILITIES

LA Law Library does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. To request an accommodation for any of the Library's programs, services, or activities, please inform a staff member of your accommodation request.

PHOTOGRAPHY

We are delighted our patrons enjoy the library and want to take photos. To protect the privacy of others, however, no photography or filming is permitted on library premises without arrangements and approval in advance. Should you wish to request permission to photograph within a public space or arrange space for private photography sessions, please contact us at 213.785.2511 for assistance. Personal electronic devices may be used to photograph or record content of Library materials, subject to the following Rules.

SAFETY AND SECURITY

Users should limit their carry-in items to those materials necessary to accomplish their legal research. For safety and security, the library reserves the right to limit users to one bag and one purse or a briefcase.

- Running, jumping or moving faster than the pace of pedestrian traffic is prohibited (whether on foot or operating a personal mobility device).
- Briefcases, backpacks, packages and outer garments may be subject to inspection at any time.



- With the exception of wheelchairs, large objects such as carts, luggage, bicycles or parcels that collectively exceed 26" x 19" x 9" are not permitted in the library.
- Notwithstanding the above, a patron may bring one personal handcart into the library, provided the cart can be folded or collapsed and is placed entirely under a patron table in the Reading Room within the single, individual space at the table being used by the patron.
- Walkways and aisles shall be kept clear and unobstructed by personal items, including but not limited to, briefcases, packages, backpacks, garments, electric cords and equipment.
- The Law Library is not responsible for, nor shall it have any liability for, the personal items that users bring into the library.
- Security personnel will remove unattended items.
- To ensure an unobstructed view of patrons within the Reading Room, users may not place, stack or pile materials in a manner that prevents Security Personnel from viewing patron activity or impairs the line of sight from Security Personnel to any patron.

PERSONAL CONDUCT IN THE LAW LIBRARY

In consideration of others, quiet is expected throughout the Library, including in the lobby area. Users may engage in quiet conversation in person or by telephone as long as other users are not disturbed. If a conversation or use of a device can be heard by patrons more than 5 feet away, it is presumed to be disturbing to others. Telephone conversations are permitted on the front patio and walkways, provided they do not interfere with ingress, egress or Library operations.

Pagers, cell phones and PDAs should be turned to vibrate or silent mode. Photocopiers/scanners or other equipment should be used as quietly as possible.

Appropriate attire, including shirts and shoes must be worn in the library.

Animals, other than service animals (as defined by law) assisting persons with disabilities, are not permitted in the library. Service animals must be under the control of their patron handler at all times and may not cause disruption, noise or damage to Library property. Anyone bringing service animals other than a single service dog into the library shall provide written notice in advance so that the library may determine whether the animals can be reasonably accommodated.

Children must be under the control and supervision of a responsible adult at all times

Beverages in covered, spill-proof containers are allowed. The eating of food and the chewing of gum are prohibited.

The following are not permitted in LA Law Library:

- Smoking, including smoking within 20' of any entrance to the Law Library.



[California Government Code 7597]

- Weapons
- Loitering, sleeping, laying on the Law Library floor or furniture.
- Bathing, shaving, and washing clothes in the library restrooms.
- Soliciting (offering patrons or staff goods or services for sale)

Persons other than Library staff may not pretend or represent themselves to be agents or employees of LA Law Library

Persons under the influence of alcohol or drugs, except as lawfully prescribed by a physician, are not permitted in the library.

Persons whose parcels or bodily hygiene or odor is so offensive as to constitute a nuisance or disrupt others' work shall be required to leave the library.

USE OF LIBRARY MATERIALS

Users shall not conceal or hide library materials. Pocket parts or loose-leaf pages may not be removed from books except for photocopy purposes in the Copy Center. When copying is complete, the pages used shall be returned promptly to their correct location in the book. It is the patron's responsibility to use library materials in compliance with copyright and other applicable laws.

No materials shall be removed from the library unless they have been properly checked out. Failure to return materials when due may result in payment of fines, replacement costs and administrative costs and/or loss of Law Library privileges.

Users should not reshelve their used materials. Materials left unattended for long periods of time, will be reshelved by Law Library staff. Users wishing to keep pulled materials for use later the same day, should place a reserve sign on the items, including a date and time when the user will return to the item(s), or deposit them at the Circulation Desk to be held temporarily.

THEFT, ABUSE AND VANDALISM

The theft, abuse, vandalism, mutilation, marring, marking, defacing, or otherwise damaging of the books, building, equipment, furniture or other objects in the Law Library is prohibited. *[California Penal Code 490.5 & 594: Education Code 19910 & 19911]*

USE OF COMPUTERS AND PERSONAL ELECTRONIC DEVICES

Law Library public computers are reserved for legal research and access to the online catalog. Peripheral devices (printers, CD-ROM drives, cameras, keyboards, scanners, etc) may not be attached without prior authorization.

Public computer use is limited to one 2-hour ~~per~~ session. ~~If no users are waiting, a second session may be requested.~~ Users may only access public computers using their own library card. To request your library card, please ask any staff member to assist



you. Accessing the library computer system, programs or data without authorization is prohibited.

Personal electronic devices may be used in the library provided such use does not disturb other users or take up excessive space or electrical capacity. Personal electronic devices including but not limited to computers, copiers, scanners and printers may be used only if they do not exceed 1.5 amps or a footprint of 2 square feet, make no noise audible to other patrons and pose no other hazard or obstacle to use of the library by others. For example, laptops and silent hand-held scanners are generally permitted, while full-size personal computers and scanners are generally not permitted. As noted above, if the use of a device can be heard by patrons more than 5 feet away, it is presumed to be disturbing to others.

Tabletop electrical outlets are provided for patron use. Due to a very limited number of electrical outlets each user should not connect to more than one outlet at a time. Wall outlets may not be used by patrons without prior express permission.

UNAUTHORIZED AREAS

Opening emergency exits (except in emergency situations), entering unauthorized or off-limit areas of the library, remaining in the library after closing or during emergency drills or evacuations is prohibited and may result in immediate suspension of library privileges

FAILURE TO COMPLY

Failure to comply with library rules, library signage or the directives of library staff or security personnel, or to cooperate with the staff or security personnel in their enforcement of these rules may result in the loss or suspension of library privileges, including but not limited to temporary or permanent removal from the library premises.

[Individuals who refuse to leave when requested to do so by staff or security personnel will be subject to arrest for trespassing and prosecution under California Penal Code Section 602.1\(b\).](#)

Any removal or suspension of privileges for more than one day may be appealed upon written request within 10 days of the removal or suspension.



MEMORANDUM

DATE: July 24, 2019

TO: Board of Law Library Trustees

FROM: Sandra J. Levin, Executive Director
Jaye Steinbrick, Senior Director
Angelica Buenrostro, Circulation Supervisor

RE: Approval of Revised Job Descriptions for Library Aide, Circulation and IT Department Positions

INTRODUCTION AND SUMMARY

The Library Aide for Circulation is now an open position at the library with recruitment underway. Before filling the position, Staff would like to make a minor addition to update the job description within the job responsibilities section. The changes are consistent with the actual duties performed. This position is represented and SEIU has been provided a copy of the proposed change.

In addition, the approved budget for FY2020 included funding for a restructure of IT and technology functions. In particular, the Board approve an IT restructure that replaced the (vacant) Data Administrator position with a new IT Director position; increased compensation for the current (vacant) HelpDesk position and changed the IT Project Manager's position to a Systems Administrator position. The job descriptions necessary to implement this restructure are attached. As stated during budget discussions, this restructure should dramatically improve the situation but may not entirely address the Library's IT needs. Additional resources may be required in the future in the form of consulting services for specialty issues or additional HelpDesk needs due to the expansion of remote locations.

The attached job descriptions reflect the changes described above, in redline format. Once the job descriptions are approved, the Law Library will complete recruitment for the positions.

RECOMMENDATION

Staff recommends that the Board approve the attached updated job descriptions.



LA LAW LIBRARY JOB DESCRIPTION

Title:	Library Aide
Department:	Patron Services
Focus:	Circulation
Reports to:	User Services Supervisor
Position(s) Supervised:	None
FLSA Status:	Non-Exempt
Salary Grade:	1
Union Status:	Eligible for representation
Effective Date:	September 25, 2015

Position Summary

The purpose of this part-time position is to be a direct, initial contact with Library users by professionally providing circulation services; performing other daily operational tasks including document delivery, looseleaf filing, and book shelving; and providing excellent customer service to library users whether in person, via telephone, facsimile, or e-mail.

Responsibilities and Duties

Assists patrons with the utilization of the Library materials and resources in a courteous and professional manner as needed:

- Registers new borrowers including review of completed application, collection of appropriate deposit and annual fees, and current proxy list based on established process and procedures;
- Re-opens closed borrower accounts based on established process and procedures;
- Charge and discharge library materials;
- Process requested material holds, renewals and items flagged for review;
- Issue library cards and complete non-borrower account records;
- Assists with use of library computers or equipment by patrons;
- Assists staff and users in efficiently finding appropriate materials and using library resources such as library computers and other equipment;
- Add items to item records and create on-the-fly records as needed
- Maintain accurate records of book sales and other supplies sold at Circulation Desk
- Assists in performing general tasks related to library operations, which may include opening library facilities, turning equipment on/off, , loading/unloading or moving book carts-and counting and verification of cash payments as needed.
- File and retrieve patron files

Shelving:

- Re-shelves and retrieves library materials as directed to assist patrons, maintain order in the reading room and keep work spaces available for staff and users.
- Collects and organizes materials to be shelved.
- Shifts materials behind the Circulation desk as instructed.

Maintain organization of hold, reserve, and re-shelving areas:

- Organizes and maintains shelves of library books, newspapers, CDs's and audio materials
- Places library books/materials in appropriate shelving areas and files in appropriate order, reads labels to ensure materials are arranged in proper order.
- Shelf reads assigned areas on a regular basis

Participates in the achievement of division and departmental goals:

- May be requested to provide input on changes in policies and procedures;
- Collaborates with divisional staff to increase borrower base through new services and non-borrower usage.
- Communicates with supervisor, employees, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems;
- Performs other duties as assigned, which includes but is not limited to assisting with duties of other library departments.

Position Qualifications

Required

- High School diploma or GED
- Ability to think and work independently and be a self-starter
- Able to understand and follow-through with job tasks as assigned, complete tasks despite continuous interruptions, and organize workload according to established priorities to ensure timely completion of jobs.
- Ability to provide quality customer service through effective oral and written communication and interpersonal skills which demonstrate ordinary courtesy, respect, and tact. Ability to work on team projects when appropriate.
- Must be able to communicate and be understood in order to provide circulation services for Library including check-in and check-out of resources; maintain circulation desk area; update patron records as needed.
- Must be able to read and understand written and oral instructions to assist users effectively; retrieve and re-shelve hold, reserve materials; organize books to be re-shelved; and other duties as assigned.

- Must be able to correctly organize materials according to the library's classification scheme. Possess the ability to use a personal computer. Ability to understand, retain, and recall instructions. Ability to concentrate and pay close attention to detail for extended periods in order to ensure accuracy when handling paperwork, materials, money, and files of all types.

Preferred:

- Associate's Degree or higher
- Prior work experience in a Library
- Ability to use computers, especially as relates to library systems, office productivity tools and the Internet
- Knowledge of a foreign language
- Post-high school education
- Previous experience in customer service
- Previous experience shelving library materials
- Knowledge of Library of Congress Classification system
-

Work Environment

Will be working in a busy office environment open to the public including a large reading room, general office environment and open and closed book stacks.

Physical Abilities Required

- Requires the ability to lift, push, and pull up to 50 lbs ., including library materials, furniture, facilities equipment
- May require physical activities such as bending, stooping, reaching, twisting and crawling.
- Some exposure to adverse environmental conditions such as dust and/or odors.
- Must be able to move to, and work in, different areas of the library as needed

Approvals

_____	_____	_____	_____
Immediate Supervisor	Date	Senior Director	Date
_____	_____	_____	_____
Human Resources	Date	Executive Director	Date

Statement of Employee

I understand the position and its responsibilities and expectations as described above. The above statements describe the level of work performed in general terms. The statements are not intended to list all the responsibilities, duties and/or skills required of employees so classified. The content herein is subject to change, with or without due notice.

Signature _____ Date _____

Print Name _____

Distribution: Original - Human Resources, Copies - Supervisor, Employee

LA LAW LIBRARY JOB DESCRIPTION

Title:	IT Project Manager <u>Systems -Administrator</u>
Department:	Technology Services
Focus:	Information Technology Services
Reports to:	Senior Director, Information Services
Position(s) Supervised:	Database Administrator, Helpdesk Analyst, Library Aides (Scan)
FLSA Status:	Exempt
Salary Grade:	6
Union Status:	Ineligible for Representation
Effective Date:	

Position Summary

Under the general supervision of the Sr. Director, Information Services, the IT ~~Project Manager~~Systems Administrator is responsible for providing a reliable, accurate, responsive, efficient, safe and secure information systems platform for library service delivery and hands-on management and support for our LA Library Data ~~Center~~ in a heterogeneous computing environment. Duties include troubleshooting systems, ~~and LAN/WAN problems~~, routine administration tasks, performance tuning, data capacity planning, application security administration, task/procedural documentation, end-user support and software installs and upgrades.

Responsibilities and Duties

Planning

- Assist ~~the Executive Director and the executive team~~ with long range planning and the development of operational and staff goals.
- Analyze user needs and recommend new projects, programs and services for various user groups.
- Participate in staff meetings, departmental committees and library-wide team activities.
- ~~Assist with development of policies and procedures for responding to user comments, complaints and questions.~~

Technology

- Manage-Monitor data and voice ~~network~~ operations; including staff and public computing, application software and telecommunications, as well as specific facility, meeting room and materials management systems.
- Monitor overall system performance; recommend improvements, and works with the management

team to develop long-range technology plans.

- ~~Develop, d~~Document and implement IT policies and processes.
- Maintain and troubleshoot hardware ~~and~~ software, ~~and network~~ issues. Ensure system integrity, reliability, responsiveness, security and compliance with library policies, e.g., Internet use.
- Develop and maintain a regular backup schedule and off-site backup storage.
- ~~Develop and implement technology plans. Deploy sound project management practices including goal/problem identification and decision analyses.~~
- Ability to administer MS solutions, an active directory domain, group policies, roaming profiles, remote desktop terminal services, firewalls, VOIP, backups, content filtering, MS Exchange, meeting room control systems, library automation systems and other applications used in legal organizations and large libraries.
- ~~Responsible for troubleshooting system and LAN/WAN problems, routine administration and maintenance of a computer network system in a heterogeneous computing environment.~~
- Responsible for repairing, diagnosing, maintenance and installation of all micro-computer/network hardware and software.
 - ~~Responsible for developing and maintaining help desk and computer operator procedures.~~
- Responsible for maintaining all server and network device documentation and maintaining system administration logs.
- ~~Review and maintain existing service contracts for hardware, software and telco/data service providers.~~

Staff Responsibilities

- Provide ~~management, direction and~~ guidance for specific assignments, projects and programs and ensure communications of project plans to supervisors and involved co-workers.
- Ensure instruction and training for new products and services developed for LA Law Library users.
- Assists the IT Director with Coordinate coordination of required staff training, develop team and cross training process activities through in-service training, continuous education and extended learning opportunities.
 - ~~In conjunction with Human Resources, assist with job announcements, recruitment and hiring of staff~~
- Evaluate staff performance through regularly scheduled and annual evaluation process; recommend merit and promotional opportunities, discipline and termination.
- Participate in hiring, evaluation, counseling, and disciplining of direct reports.
- Report and act on violations of the Law Library's policies including its non-harassment policies.

Supervises technician and aide staff who handle and process scanning

- Coordinates scanning projects
- Oversees the flow of materials and makes appropriate task assignments to ensure they run smoothly and efficiently.
- Retrieves materials based on work lists, assigns long ID for each book, and sets up scanner.
- Participates in hiring, discipline and evaluation of scanning staff
- Develops written instructions and keeps them current

Other Responsibilities

- Attend professional activities and conferences.
- Read professional literature and contribute to professional publications.
- Foster team management by establishing and nurturing a work environment that will establish and maintain a high level of morale and productivity.
- Other duties as required.

Position Qualifications

Required

- B.S. in computer science or related studies.
- Demonstrated leadership skills and supervisory experience, ~~with an interest in long range planning and other administrative functions.~~
- Demonstrated proficiency in standard PC applications including as Microsoft Office, e-mail, web browsers, Adobe Acrobat and the ability to learn and implement new technologies.
- Ability to balance priorities and meet deadlines; Strong commitment to enhancing service through teamwork and proactive approach to library services.
- A strong technical background and familiarity with Internet, network hardware and software protocols and database applications. A solid understanding of information technology and its applicability to the library's internal operations and the provision of member services.
- The ability to work effectively under pressure and to manage multiple priorities under deadlines.
- Excellent interpersonal, written and verbal communication skills, problem-solving, organizational and mediation skills. A demonstrated ability to work harmoniously in a team setting.
- A high degree of creativity and flexibility. Must be able to work independently with minimum supervision, possess the flexibility to work off-hours, be available by SMS and able to handle numerous projects simultaneously.
- The ability to manage technical staff.

Preferred

- At least seven (7) years of related experience with at least three (3) years in a management capacity.
- Experience with native VOIP/SIP/STUN configuration and QOS.
- Experience working with integrated library systems (ILS) and any major accounting database systems.
- Demonstrated interest in long range planning and other administrative functions.
- Demonstrated writing ability, including full report analysis and comparison.
- Teaching or training experience

Work Environment

Will be working in an office environment.

Physical Abilities Required

- Requires the ability to lift, push, and pull up to 50 lbs.
- Sitting at a desk: short time, 15 minutes and/or medium, 15-45 min. on a regular basis; on rare occasions, to complete complex projects or tasks, long periods of 45+ min. may be required.
- Must be able to travel from one branch or partnership location to another.

Approvals

_____	_____	_____	_____
Immediate Supervisor	Date	Senior Director	Date
_____	_____	_____	_____
Human Resources	Date	Executive Director	Date

Statement of Employee

I understand the position and its responsibilities and expectations as described above. The above statements describe the level of work performed in general terms. The statements are not intended to list all the responsibilities, duties and/or skills required of employees so classified. The content herein is subject to change, with or without due notice.

Signature _____ Date _____

Print Name _____

Distribution: Original - Human Resources, Copies - Supervisor, Employee



LA LAW LIBRARY JOB DESCRIPTION

Title:	Director, Information Technology Manager
Department:	Technology Services
Focus:	Information Technology Services
Reports to:	Senior Director, Information Services
Position(s) Supervised:	Systems Administrator, Helpdesk Analyst, Technician (Scan) , Aides (Scan)
FLSA Status:	Exempt
Salary Grade:	68
Union Status:	Ineligible for Representation
Effective Date:	

Position Summary

Under the general supervision of the Sr. Director, Information Services, the Technology Manager is responsible for providing a reliable, accurate, responsive, efficient, safe and secure information systems platform for library service delivery and hands-on management and support for our LA Library Data Center in a heterogeneous computing environment. Duties include troubleshooting system and LAN/WAN problems, routine administration tasks, performance tuning, capacity planning, security administration, documentation, applications and script level programming support, end-user support and software installs and upgrades.

Responsibilities and Duties

Planning

- Assist the Executive Director and the executive team with long range planning and the development of operational and staff goals
- Analyze user needs and recommend new projects, programs and services for various user groups
- Develops and analyzes information on employment growth and business needs to determine future network infrastructure requirements.
- Participate in staff meetings, departmental committees and library-wide team activities
- Participate in cooperative and professional association activities to maintain professional awareness and ensure high level of currency in all services
- Assist with development of policies and procedures for responding to user comments, complaints and questions

Technology

- Manage data and voice network operations; including staff and public computing, application software and telecommunications, as well as specific facility, meeting room and materials management systems.
- Monitor overall system performance, implements improvements, and works with the management team to develop long-range technology plans.
- Develop, document and implement network administration policies and processes.
- Maintain and troubleshoot hardware, software, and network issues. Ensure system integrity, reliability, responsiveness, security and compliance with library policies, e.g., Internet use. Maintain a regular backup schedule and off-site backup storage.
- Develop and implement technology plans. Deploy sound project management practices including goal/problem identification and decision analyses.
- Ability to administer MS solutions, an active directory domain, group policies, roaming profiles, remote desktop terminal services, firewalls, VOIP, backups, content filtering, MS Exchange, meeting room control systems, library automation systems and other applications used in legal organizations and large libraries.
- Responsible for troubleshooting system and LAN/WAN problems, routine administration and maintenance of a computer network system in a heterogeneous computing environment.
- Responsible for repairing, diagnosing, maintenance and installation of all micro computer/network hardware and software.
- Responsible for developing and maintaining help-desk and computer operator procedures.
- Responsible for maintaining all server and network device documentation and maintaining system administration logs
- Review and maintain new and existing service contracts for hardware, software and telco/data service providers.

Staff Responsibilities

- Provide management, direction and guidance for specific assignments, projects and programs and ensure communications of project plans to supervisors and involved co-workers
- Ensure instruction and training for new products and services developed for LA Law Library users
- Coordinate required staff training, develop team and cross training process activities through in-service training, continuous education and extended learning opportunities
- In conjunction with Human Resources, assist with job announcements, recruitment and hiring of staff
- Evaluate staff performance through regularly scheduled and annual evaluation process; recommend merit and promotional opportunities, discipline and termination
- Participate in hiring, evaluation, counseling, and disciplining of direct reports.
- Report and act on violations of the Law Library's policies including its non-harassment policies.

Other Responsibilities

- Participate in seminars, workshops, lectures, tours and orientations for users
- Attend professional activities and conferences; represent the Law Library in local, state and national associations
- Read professional literature and contribute to professional publications
- Foster team management by establishing and nurturing a work environment that will establish and maintain a high level of morale and productivity
- Other duties as required

Position Qualifications

Required

- B.S. in computer science or related studies.
- Demonstrated leadership skills and supervisory experience with an interest in long range planning and other administrative functions.
- Demonstrated proficiency in standard PC applications including as Microsoft Office, e-mail, web browsers, Adobe Acrobat and the ability to learn and implement new technologies.
- Ability to balance priorities and meet deadlines; strong commitment to enhancing service through teamwork and proactive approach to library services.
- A strong technical background and familiarity with Internet, network hardware and software protocols and database applications. Systems certification in network/OS support such as CCNP, HP, SUN, VMWare or MCSE.
- Experience in performing and/or managing software development and programming
- A solid understanding of information technology and its applicability to the library's internal operations and the provision of member services.
- The ability to work effectively under pressure and to manage multiple priorities under deadlines.
- Excellent interpersonal, written and verbal communication skills, problem-solving, organizational and mediation skills. A demonstrated ability to work harmoniously in a team setting.
- A high degree of creativity and flexibility. Must be able to work independently with minimum supervision, possess the flexibility to work off-hours, be available by SMS and able to handle numerous projects simultaneously.
- The ability to manage professional, paraprofessional and technical staff.

Preferred

- At least seven (7) years of related experience with at least three (3) years in a management capacity.
- Experience with native VOIP/SIP/STUN configuration and QOS
- Experience working with integrated library systems (ILS), and any major accounting database systems.
- Demonstrated writing ability, including full report analysis and comparison
- Teaching or training experience

MEMORANDUM

DATE: July 24, 2019

TO: Board of Law Library Trustees

FROM: Sandra J. Levin, Executive Director

RE: Approval of Trustee Designated Members of the Friends of Los Angeles County Law Library Board of Directors.

The Board of Directors of the Friends of the Los Angeles County Law Library includes two groups of members. One group is appointed by the Board of Trustees of the LA Law Library. The second group is elected by the Friends Board itself. The Board of Trustees Members are appointed for a two-year term and serve until replaced.

The Board of Trustees is asked to make the following reappointments to the Board of Directors of the Friends of the Los Angeles County Law Library. Background information about each prospective Friends Board member can be found at the links provided. Each has a laudable history of service to the legal community in general and to LA Law Library in particular. Each has also agreed to serve if appointed.

- **Maria Hall** (<http://www.mariaehall.co/Biographies.html>) to be appointed for the two year term, September 1, 2019 to August 31, 2021
- **Roberta Kass** (<https://www.seltzerfontaine.com/about/team/>) to be reappointed for the two year term, September 1, 2019 to August 31, 2021
- **Mark Santa Anna** (<https://www.gmsalegal.com/attorney>) to be appointed for the two year term, September 1, 2019 to August 31, 2021
- **Marc Seltzer** (<http://www.susmangodfrey.com/Attorneys/Marc-M-Seltzer/#Pane1>) to be reappointed for the two year term, September 1, 2019 to August 31, 2021
- **Andrew Struve** (<https://www.manatt.com/Andrew-H-Struve/>) to be reappointed for the two year term, September 1, 2019 to August 31, 2021

The Friends of the Los Angeles County Law Library have requested that these reappointments be made.

RECOMMENDATION

Staff is grateful for the ongoing support provided by these individuals and recommends that the Board approve the aforementioned Friends of the Los Angeles County Law Board of Directors appointments for the terms identified.



About Friends and the Los Angeles County Law Library

Established in 2003 Friends of the Los Angeles County Law Library raise the visibility and fundraise for Los Angeles County Law Library, the second largest public law library in the country. Established in 1891, the LA Law Library serves lawyers, judges, government officials, the public and unrepresented litigants alike. It is known for its cutting-edge pro bono programs that bring representatives of the public interest law firm community and members of its staff together to provide legal education and/or services to the legal community. It is funded primarily by litigation filing fees; due to the decline in litigation, over the past four years its revenues have dropped by more than 40% even as the number of customers has dramatically increased.

Job description for Friends Board Member.

Friends is responsible for raising the visibility of, and fundraising for, the Law Library. Board members are expected to:

1. Attend monthly meetings (most are telephonic)
2. Serve on committee(s) or as an officer.
3. Support Gala as a sponsor. Encourage others to sponsor including acting as "contact" for specified firms/individuals.
4. Attend Gala (beginning of April). Bring others.
5. Help identify Beacon of Justice award recipient
6. Bring other funding opportunities to the attention of Friends/Law Library
7. Find opportunities for LA Law Library Executive Director to address your law firm and/or others in the legal community
8. Volunteer and encourage attorneys and firm/colleagues to volunteer for LA Law Library pro bono events e.g., Lawyers in the Library
9. Publicize Law Library events e.g., Law Week (early May) Reception, Pro Bono Week (October) events, monthly classes, panels and lectures. Review Law Library Calendar of Classes and Events; go to <http://www.lalawlibrary.org/index.php/classes-events/current-classes.html>
10. In conjunction with Friends' Executive Committee attend and present at meetings of the Trustees of the Los Angeles County Law Library from time to time
11. Help identify new Friends Board members
12. Serve as ambassador for Law Library, including attending selected Law Library events and increasing awareness of Law Library when attending other legal community events

AGENDA ITEM 4

CLOSED SESSION

- 4.1 Conference with Labor Negotiator (G.C. 54957.6). *Library Negotiator*: Executive Director, Sandra J. Levin; *Employee Organization*: SEIU Local 721.

AGENDA ITEM 5

DISCUSSION ITEMS - OPEN SESSION

- 5.1 Approval of Memorandum of Understanding with SEIU Local 721 and Related Budget Amendment
- 5.2 Staff Presentation: AALL 2019 Conference Review

MEMORANDUM

DATE: July 24, 2019

TO: Board of Law Library Trustees

FROM: Sandra Levin, Executive Director

RE: Approval of Memorandum of Understanding with SEIU Local 721 and Related Budget Amendments

BACKGROUND AND SUMMARY

The Board is asked to approve the attached proposed Memorandum of Understanding with SEIU local 721 (MOU) and related budget amendments.

As you are aware, despite both sides believing that agreement had previously been reached regarding the MOU, in the process of executing the final documentation it was discovered that there was a difference in understanding. As a result, Management and SEIU resumed negotiations and have reached agreement upon the attached proposed MOU.

The MOU as proposed includes:

1) a 4% raise (already implemented); 2) a 5% bonus (implemented for unrepresented employees this month, but not yet implemented for represented employees); and 3) a merit bonus for calendar year 2019, payable in 2020 (not yet implemented for either represented or unrepresented).

Note: The foregoing is not applicable to the Executive Director, except as may be approved by the Board in a public action taken following her performance evaluation.

RECOMMENDATION

The Executive Director recommends that the Board: 1) approve the attached MOU; and 2) amend the fiscal year 2020 budget to add \$47,000 for a 5% bonus for represented employees and \$68,000 (based upon 2% of salaries) to be allocated towards a merit bonus.



SEIU Local 721
**Los Angeles County
Law Library**

BU 870 Full-Time Employee Unit
BU 871 Part-Time Employee Unit
Memorandum of Understanding

June 1, 2018,
through
May 31, 2020



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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Board of Law Library Trustees hereinafter referred to as "the Board."

ARTICLE 2 RECOGNITION

Pursuant to the provision of applicable State law, Los Angeles Law Library hereby recognizes SEIU Local 721 as the certified exclusive representative in the Non-Professional and Professional Non-Supervisory Unit. The term “employee” or employees as used herein shall refer only to Library Employees in the following classifications, which constitute this Unit.

1. Administrative Clerk
2. Library Clerk
3. Library Technician
4. Administrative Technician
5. Librarian
6. Branch Assistant
7. Library Aide
8. Library Associate
9. Facility Clerk

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered to join and participate in the lawful activities of SEIU Local 721 or to refuse to join and participate in union activities and all other rights provided by the Myers-Millais-Brown Act. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights. The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, age, national origin, political or religious affiliation, disability status, gender or sexual orientation.

The use of all nouns, pronouns, and adjectives contained in this Agreement are used in their generic sense and are not intended to indicate any distinction based upon gender.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the Board. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until the Board acts to approve said Memorandum of Understanding.

Following approval of this agreement and ratification by members of this Unit, management will expedite the submission of this Memorandum of Understanding to the Board for its approval.

ARTICLE 5 TERM

The term of the Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to ratification by the Board and SEIU Local 721.

This Memorandum of Understanding shall expire and otherwise be fully terminated on May 31, 2020.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other during the period of February 1, 2020, through February 28, 2020, its written request to commence negotiations including its initial written proposals for such successor Memorandum of Understanding.

During the term of this agreement the parties agree that in the event either party desires to reopen the Memorandum of Understanding under the provisions of Article 8 Section 1, Salaries, such party shall serve upon the other during the period of February 1 – February 28 of each year its written request to commence negotiations including its initial written proposals.

ARTICLE 7 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board, for action, neither SEIU Local 721 nor Management, nor their authorized representatives will appear before or meet with the Board individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this article shall not preclude the parties from appearing before the Board nor meeting with individual Board member to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 8 SALARIES

Section 1 WAGES

All employees covered under this Memorandum of Understanding shall receive the following salary increase during the term of this agreement.

The Law Library proposes a relevant Salary / Classification Relationship Chart as seen on the next page.

- a) Effective upon Union ratification and Board approval, an across-the-board salary increase of 4%.
- b) Effective July 1, 2019, a one-time bonus of 5% of base.

Employees at or exceeding of their classification pay scale are not eligible for annual wage increases but are eligible for merit increases as identified in Article 11 of this agreement.

Job Classification	Salary Range Beginning	Salary Range End
Library / Administrative Aide	\$13.25 Hourly	\$17.00 Hourly
Library / Administrative Clerk	\$15.00 Hourly \$31,200 Annually	\$22.00 Hourly \$45,760 Annually
Branch Assistant	\$19.00 Hourly	\$26.50 Hourly
Library I Administrative Technician	\$19.00 Hourly \$39,520 Annually	\$26.50 Hourly \$55,120 Annually
Library Associate	\$21.15 Hourly \$44,000 Annually	\$31.73 Hourly \$66,000 Annually
Librarian	\$53,000 Annually	\$82,500 Annually

ARTICLE 9 HOURS & OVERTIME

The LA Law Library and SEIU Local 721 jointly agree that overtime shall be compensated as follows:

1. All full-time positions shall observe a standard 40-hour work week, 8 hours per work day plus a 45-minute unpaid lunch and wages that compensate for the extra fifteen (15) minutes of work.
2. Exempt positions shall not be entitled to coverage under the Fair Labor Standards Act. Those positions in the full-time Professional, Non-Supervisory Unit are Librarians.
3. Nonexempt positions will receive overtime pay for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act. "Hours worked" do not include time for which an employee is not compensated (unrestricted on-call time) or compensated but does not actually work, including but not limited to sick leave, and vacation pay with the exception that those hours paid during a work week for a regular Law Library holiday will be counted in calculating hours worked for overtime purposes.
4. Nonexempt employees shall receive overtime pay at the rate of one and one-half (1½) times the employee's regular rate of pay for all time worked in excess of forty (40) hours in one week. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
5. All overtime work must be authorized by the Executive Director or his/her designee in advance.
6. Compensatory time in lieu of paid overtime must meet the following terms:
 - A. Compensatory time for nonexempt shall be booked at one and one half hour for every hour worked in excess of forty (40) hours in the work week. Nonexempt employees may accumulate a maximum of 240 hours of compensatory time off. All hours accumulated in excess of 240 hours shall be paid out in cash. All remaining accrued compensatory time shall be paid to the employee at the time of termination of employment.
 - B. Exempt employees are not eligible to receive additional compensation for hours worked in excess of 40 hours. At the discretion of the Executive Director, exempt employees will be permitted to take an hour off for each

ARTICLE 9 HOURS & OVERTIME

hour worked in excess of 40 hours. An exempt employee must receive advanced approval from the employee's Service Area Director in order to take time off. Compensatory time should be taken in the following month, but another day can be used if it is within a reasonable time and will not put a burden on the Service Area involved. Compensatory time accrued by exempt employees shall have no monetary value and will not be eligible for payment upon termination of employment.

ARTICLE 10 PAYCHECK ERRORS

Underpayments

1. Management will immediately request its Bank to rectify a significant underpayment (equal to or exceeds \$100.00) on the employee's payroll check within three business days, exclusive of legal holidays, after receipt by Human Resources or his/her designated representative of a request by the effected employee within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly payroll check following receipt of the request.
2. The Law Library will authorize its Bank to issue a corrected or supplemental warrant within three business days after discovery of the underpayment or receipt of a request from the employee's Manager or his/her designated representative.
3. Changes in salary resulting from changes in status are excluded from amounts, which constitute paycheck errors for purposes of this Article.

Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the Finance Office. Such recovery shall not exceed 15% per month of the disposable earnings (as defined by State Law), except, however that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 11 PERFORMANCE EVALUATIONS

The purpose of an annual review is to permit the supervisor and the employee to engage in mutually respectful dialogue conducted in a professional manner. An employee evaluation shall be presented and reviewed with each employee in a confidential manner. Employee evaluations shall be written annually between the calendar months of January through February. Discussions will be conducted during the calendar months of March with any merit bonus to be paid prior to the beginning of the new fiscal year, which is July 1. If a performance evaluation is not filed in a timely manner and the employee becomes eligible for a merit bonus, the bonus shall be paid as soon as practical.

Below are the underlying principles which will be used in the development of the intended process and assist in its development:

1. Transparent
2. Measurable
3. Goals are clear, in writing and attainable and consistent with the employee's job description.
4. Ratings are substantiated by comments which are concrete and specific.

Management is committed to rewarding good performance through merit pay. A pool of 2% of the salary of all employees eligible for representation shall be established for the award of merit bonuses for 2019 to be paid in 2020. An employee who receives an overall performance evaluation of "Meets Expectations (overall score of 3 or higher)", will receive a merit bonus. Employees below "Meets Expectations" (overall score less than 3) shall not be eligible to receive a merit bonus.

The amount of each eligible employee's merit award shall be no less than .5% and no more than 3% and shall be determined by the employee's Service Area Director based upon the following factors: 1) the employee's most recent performance evaluation; and 2) the discrepancy, if any, between the employee's salary and the salary paid in the market for comparable positions (based upon market compensation information to be collected prior to February 2020). Notification of an employee's merit bonus award shall be provided to each employee in writing.

An employee who believes that his or her merit bonus is not consistent with the process or criteria provided in this Article may appeal the Service Area Director's decision in writing to the Executive Director within ten (10) business days of

ARTICLE 11 PERFORMANCE EVALUATIONS

receiving notice of the bonus decision, stating the grounds for the appeal. The decision of the Executive Director shall be issued within 20 days and shall be final.

An employee who believes the overall evaluation is inaccurate shall file a written grievance and request a meeting with the employee's Service Area Director within ten (10) business days of receiving the evaluation.

If the employee continues to believe the evaluation is still inaccurate the employee may appeal the Service Area Director's decision with the Executive Director, or designated representative within ten (10) business days of receiving the Service Area Director's response. The employee's overall performance rating shall not be subject to the arbitration step of Grievance Procedure. The decision of the Executive Director is final.

Management agrees that properly used paid sick leave protected by federal and state laws or vacation used in the twelve months immediately prior to a Performance Evaluation will not be negatively referenced on such forms.

If Management fails to follow this Performance Evaluation Schedule and Procedures, such failure may be grieved by the affected employee within ten (10) business days of the alleged violation of the Schedule and Procedure System.

ARTICLE 12 TRAINING & CAREER DEVELOPMENT

Management will continue its practice of having employees participate in approved training courses that will improve the efficient operation of the library and improve service to the public.

Management will pay for registration fees required to attend these courses with prior approval. Employees attending training courses authorized by management will receive their hourly rate of pay for time required to attend the approved sessions.

The Library will remind employees via email at least quarterly that all employees are invited to submit requests for training related to their duties and responsibilities at the Law Library (by filling out the professional development request form). The Library will consider all requests received and will not arbitrarily or capriciously reject any request.

Management agrees to continue in-service training programs.

ARTICLE 13 SAFETY

Management will make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU Local 721 will encourage all members in the Unit to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment, and conditions, and report any hazardous, unsafe, and/or unhealthy practices or conditions promptly to the Help Desk and to their immediate supervisor or Manager. For any hazardous, unsafe, and/or unhealthy practices or conditions, the immediate supervisor or Manager will:

1. Correct or eliminate the condition if correction or elimination thereof is within their authority and capability, or,
2. Safeguard the condition within a manner designed to preclude injury to property and promptly report the unsafe condition to the proper level of supervision designated by Management for said purpose, if elimination of the hazardous condition is not within the immediate supervisors' capability.
3. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the Help Desk via email with the word "Safety" in the subject line. This person should respond immediately.

Management will maintain a First Aid Kit at each staffed Law Library facility and keep employees informed of the place it is kept.

ARTICLE 14 PERSONNEL FILES

An employee, or his/her SEIU Local 721 designated representative with the written consent of the employee, may inspect that employee's personnel file as approved under California Labor Code.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or manager regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. The employee is entitled to a copy of any material that he/she is required to sign. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign. An employee may provide a written rebuttal to any written statement by employee's supervisor within ten (10) calendar days of signing or refusing to sign the document. The rebuttal shall be attached to the corresponding document and placed in the employee's personnel file.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve a violation of specific provisions of this agreement. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document will not be placed in the official file until the grievance appeal rights have been exhausted.

On reviewing his/her personnel file, an employee of this Unit may request to have any written warnings or written reprimands issued more than three (3) years prior removed from his/her personnel file.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of the grievance procedure is to provide a method for the resolution of grievances without reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2 Definitions

1. Wherever used the term “employee” means either employee or employees as appropriate.
2. “Grievance” means a complaint by an employee or a group of employees concerning the misinterpretation or misapplication of the provisions of this Memorandum of Understanding or of working conditions rules and regulations governing personnel practices which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3. “Business Days” mean calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3 Responsibilities

1. SEIU Local 721 agrees to encourage employees to discuss their complaint with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee’s complaint with him/her at a mutually satisfactory time.
2. An employee who files a formal written grievance will state clearly in the grievance the specific action(s) complained of, the article(s) of the MOU allegedly violated and the specific remedy requested. To the best of the individual’s ability, the employee will also state the provisions of the Memorandum of Understanding allegedly violated.
3. Management has the responsibility to:
 - A. Respond only to the specific complaint cited in the grievance as originally presented.

ARTICLE 15 GRIEVANCE PROCEDURE

- B. Inform an employee of any limitation of management's authority to fully resolve the grievance

Section 4 Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process any unresolved grievance to the next hearing level.
2. Any level of review, or time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next within the time limits established in the procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. A grievance may be referred to a prior level for reconsideration by mutual agreement confirmed in writing.

Section 5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a SEIU Local 721 representative in the preparation of a formal written grievance, and to represent him/her in formal grievance meetings. The grievant may be required to be present in meetings with Management for purposes of discussing the unresolved grievance.
2. An employee selected as a representative in a grievance process shall be required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her work assignment to attend a grievance meeting and give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Law Library operations.
3. An employee may present his/her grievance to Management on work time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the Law Library operation. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 6 The Parties' Rights and Restrictions

1. None of the Parties shall unreasonably delay the processing of a grievance at any step of the established procedure.
2. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
3. The employee may elect to be represented in a formal grievance meeting. Management may designate a representative to be present at such meeting.
4. A Union representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. Management shall notify SEIU Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
6. If a SEIU Local 721 representative elects to attend any formal grievance meeting, he/she must inform Management prior to such meeting. Management may also designate a representative to be present at such meeting.
7. Only employees who have direct, firsthand knowledge of the event(s) giving rise to the employee complaint may be called on as witnesses by the grievant. Any such witnesses may attend formal grievance meetings during work time without loss of pay with the prior approval of their immediate supervisor or Law Library Management.

Section 7 Procedures

Informal Complaint:

An employee is encouraged to discuss his/her complaint in a meeting with his/her immediate supervisor. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with him/her at a mutually satisfactory time. If the employee elects to have a union representative attend such meeting, the supervisor may elect to have another Management representative present.

ARTICLE 15 GRIEVANCE PROCEDURE

Grievance Procedure:

Step 1:

- A. Within ten (10) business days from the occurrence of the matter on which the complaint is based, or within ten (10) business days from of the date the grievant should reasonably have had knowledge of such occurrence, whichever is later, an employee may file a formal written grievance. Three copies of the grievance will be completed by the employee stating the nature of the grievance, the provisions of *the Memorandum of Understanding allegedly violated and the remedy requested. The employee will submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days from receipt of the grievance, the supervisor or Management designee will meet with the employee. Within ten (10) business days following such meeting, the supervisor or Management designee shall render a decision in writing using the original copy of the grievance.

Step 2:

- A. Within ten (10) business days of the receipt of the decision at Step 1 the employee may appeal to the employee's Service Area Director or designee, using the original copy of the unresolved grievance.
- B. Within ten (10) business days from the receipt of the grievance appeal to Step 2, the Division Senior Director or designated representative not serving at Step 1 will discuss the grievance with the employee before a decision is reached. Thereafter, the Senior Director or designated representative will provide the employee with a written decision within ten (10) business days following the grievance meeting using the original copy of the grievance.

Step 3:

- A. Within ten (10) business days from receipt of the decision at Step 2, the employee may appeal to the Executive Director or designated representative using the original grievance form.

ARTICLE 15 GRIEVANCE PROCEDURE

- B. Within ten (10) business days from the date the submitted grievance appeal to Step 3 is received, the Executive Director or designated representative who has not been involved in the grievance in prior levels shall discuss the grievance with the employee. Thereafter, the Library Executive Director or his designee will provide to the employee a written decision within ten (10) business days following the grievance meeting.
- C. If the Executive Director or designated representative fails to give a decision within the specified time limit, SEIU Local 721 may opt to refer the unresolved grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the decision of the Executive Director or designated representative shall be final.

Section 8 Arbitration

- 1. Within thirty (30) business days from receipt of the written decision of the Executive Director or designated representative, SEIU Local 721 may request that the unresolved grievance be submitted to arbitration.
- 2. Only those grievances, which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding, may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state, or local law or ordinance, including specifically all ordinances applicable to the Law Library, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits or legality of any or all personnel rules or regulations of the Law Library, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such personnel rules or regulations in order to resolve the grievance which has been submitted to the arbitrator
 - C. Written Record of Conference

ARTICLE 15 GRIEVANCE PROCEDURE

D. Performance Evaluation Ratings.

3. In the event SEIU Local 721 desires to request that a grievance, which meets the requirements of Section 8, paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above, send a written request to the Executive Director or designated representative. The written request shall set forth the specific issue(s) still unresolved through the grievance procedure, which are to be submitted to arbitration.
4. Selection of an arbitrator shall take place as follows:
 - A. Within an additional sixty (60) business days from notification by SEIU Local 721 of a desire to arbitrate the unresolved grievance, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, they will attempt to select an arbitrator from a list of five (5) names requested immediately thereafter from the Conciliation Service, Department of Industrial Relations, State of California through an alternate striking of names from that list. The party to strike the first name shall be determined by chance.
 - B. During each arbitration process, each party shall have one (1) opportunity to unilaterally reject the arbitration panel or list of names provided by the California State Mediation and Conciliation Service and immediately request an additional panel.
5. Arbitration of grievances hereunder shall be conducted generally within sixty (60) business days from the selection of the arbitrator and in accordance with applicable provisions of this article. The fees and expenses of the arbitrator shall be shared equally by the parties involved; it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.
6. Prior to the hearing, a representative of the Law Library and SEIU Local 721 shall meet and prepare a submission statement setting forth the issue(s) to be determined by the arbitrator. In the event Management and SEIU Local 721 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

ARTICLE 15 GRIEVANCE PROCEDURE

7. The written decision of an arbitrator resulting from any arbitration or grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be advisory in nature and shall be rendered within thirty (30) calendar days following conclusion of the hearing.
9. The written decision of the arbitrator together with the evidentiary exhibits shall be submitted to the Executive Director or designated representative and SEIU Local 721. The Executive Director or designated representative shall advise SEIU Local 721 of his/her intentions concerning the arbitrator's decision within ten (10) business days.
10. If the Executive Director rejects the arbitrator's decision, the Executive Director shall, after a complete review of the hearing records maintained by the arbitrator or the court reporter if one was requested by either of the parties, provide SEIU Local 721 within 30 days of receipt of the hearing record a written decision. Such written decision shall contain findings of fact consistent with the hearing record together with the Executive Director's conclusion. The Executive Director's decision shall be final.
11. Within ninety (90) calendar days of the receipt of the Law Library's decision to reverse the arbitrator's decision, SEIU Local 721 may appeal the decision to the appropriate superior court department. Failure to appeal the Executive Director's decision within this ninety (90) day period, the grievance shall be considered settled and shall not be subject to further appeal.

ARTICLE 16 DISCIPLINARY PROCEDURES

Section 1 Discipline of Five (5) Days or Less

The following procedure applies to discipline where there is an actual loss of pay by the employee of five (5) days or less. Written reprimands or other actions that may be characterized as “disciplinary” are not subject to arbitration under this Article or any other.

Step 1: Administrative Meeting

When Management is considering disciplining an employee with loss of pay for five (5) days or less, Human Resources will invite the employee in writing to meet on a proposed date, time and location to discuss the potential discipline. The employee is entitled to representation during the meeting.

Step 2: Notice of Intended Discipline

If Management determines after the Administrative Meeting (if held) that discipline is warranted, it will provide the employee with a Notice of intended Discipline. The Notice shall include the relevant facts, violations, and relevant evidence considered by Management when making its decision.

Step 3: Skelly Meeting

Within ten (10) business days from receipt of the Notice of intended Discipline, the employee or his/her representative may request that Human Resources schedule a Skelly Meeting. If the employee or his/her representative does not request a Skelly meeting within ten (10) business days, the employee has no right to a Skelly meeting. The Skelly officer will be the Executive Director or another Director of his/her designation.

Within ten (10) business days following the Skelly meeting, if held, or ten (10) business days following the last day upon which the Skelly meeting could have been held, Management will issue a Notice of Discipline. The Notice of Discipline shall be final and not subject to arbitration.

Step 4: Non-Binding Arbitration

1. Within ten (10) business days from receipt of the written decision of the Skelly Officer, SEIU Local 721 may request that the discipline be submitted to arbitration.

ARTICLE 16 DISCIPLINARY PROCEDURES

2. Within an additional thirty (30) business days from notification by SEIU Local 721 of a desire to arbitrate the discipline, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, they will attempt to select an arbitrator from a list of five (5) names requested immediately thereafter from the Conciliation Service, Department of Industrial Relations, State of California through an alternate striking of names from that list. The party to strike the first name shall be determined by chance.

During each arbitration process, each party shall have one (1) opportunity to unilaterally reject the arbitration panel or list of names provided by the California State Mediation and Conciliation Service and immediately request an additional panel.

3. The fees and expenses of the arbitrator shall be shared equally by the parties involved; it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.
4. Prior to the hearing, a representative of the Law Library and SEIU Local 721 shall meet and prepare a submission statement setting forth the issue(s) to be determined by the arbitrator. In the event Management and SEIU Local 721 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
5. The written decision of an arbitrator resulting from any arbitration or grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
6. The written decision of an arbitrator resulting from any arbitration of discipline hereunder shall be advisory in nature and shall be rendered within thirty (30) calendar days following conclusion of the hearing. The advisory decision of the arbitrator shall be submitted to the Law Library Board of Trustees Personnel Committee for a final determination.

ARTICLE 16 DISCIPLINARY PROCEDURES

7. The written decision of the arbitrator together with the evidentiary exhibits shall be submitted to the Law Library Board of Trustees Personnel Committee and SEIU Local 721. The Law Library Board of Trustees Personnel Committee shall advise SEIU Local 721 of its intentions concerning the arbitrator's decision within thirty (30) business days.

ARTICLE 17 RESOLVING ISSUES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU Local 721 and Management concerning the interpretation or application of applicable provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

1. Where SEIU Local 721 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU Local 721 may request in writing that a meeting be held with the authorized representatives of the Law Library who have authority to make effective recommendations for the resolution of the matter with a copy to the Executive Director or his/her designated representative. Such written request shall be submitted within thirty (30) business days from the occurrence and shall set forth in detail the facts giving rise to the request for the meeting, provisions within the MOU that have been allegedly violated, and the proposed resolution sought. Within ten (10) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement (s).
2. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU Local 721, shall have the right to meet with the Executive Director or designated representative in an attempt to resolve the matter.
3. Within ten (10) business days after the meeting, the Executive Director or his/her designated representative shall respond to SEIU Local 721 in writing setting forth Management's decision and reasons therefore.
4. If the matter is not satisfactorily resolved, affected individual employees pursuant to the provisions of Article 15 – Grievance, may file individual grievances.

ARTICLE 18 STEWARDS

Section 1

It is agreed by -the parties of this Memorandum of Understanding that-SEIU Local 721 may select a reasonable number of stewards not to exceed three (3) stewards at the main library. SEIU Local 721 shall provide the director or designee a written list of employees that have been selected as stewards. Law Library Management shall recognize only those names listed by SEIU Local 721 as stewards.

Section 2

A steward may not leave the steward's work site or cease doing assigned work without receiving the approval of Management. Permission to leave the work site shall not be granted to perform the tasks in section three (3) if such absence would cause an undue disruption of the Library's work. If time cannot be granted immediately, time limits shall be extended for a time equal to the delay

Section 3

A steward shall be given reasonable release time without loss of pay to represent a unit's employee in informal or formal grievance meetings, new-employee orientation meetings and in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews with Management where there is a reasonable expectation that disciplinary action will follow. No more than one (1) steward shall receive release time to participate in any meeting with Management, unless otherwise agreed to. In situations where the issue to be discussed at such meeting involves more than one department or worksite location, no more than two (2) stewards shall receive release time. Release time shall include travel time from the steward's assigned work location to meetings held at the Main Branch of the Law Library.

Section 4

Stewards must complete union-sponsored Leadership Academy training before representing an employee at any meeting with Management. All Law Library supervisors and other staff who supervise employees must complete training regarding Weingarten rights of employees.

ARTICLE 19 PAYROLL DEDUCTIONS AND UNION DUES

Section 1 Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted from the bi-weekly payroll check of each employee covered hereby who files with the Law Library a written authorization requesting that such deduction be made in accordance with applicable provisions of State law.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to SEIU Local 721 within thirty (30) business days after the conclusion of the month in which said dues and deductions were deducted.

Section 2 Security Clause

Any employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the Law Library during the term of this agreement, provided, however, that an employee in this Unit may terminate such Union dues during January 15th through the 31st of each year covered under this agreement by notifying SEIU Local 721 of their termination of Union dues deduction. Such notification shall be provided by the employee by certified mail return receipt requested, and should be in the form or a letter containing the following information: employee name, employee number, job classification, the employer business name, and name of Union from which dues deductions are to be canceled. SEIU Local 721 agrees to finalize all necessary processing of employee written requests for cancellation of dues within sixty (60) calendar days following receipt of such request.

Section 3 Indemnification Clause

SEIU Local 721 agrees to indemnify and hold the Law Library, the Bank of America and the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 20 WORK ACCESS

Authorized SEIU Local 721 representatives will be given access to the work locations during working hours to investigate and process grievances, observe working conditions, and post bulletins on the bulletin board.

SEIU Local 721 representatives desiring access to the work location hereunder shall state the purpose of the visit and request from the Executive Director, or designated representative, authorization in a reasonable amount of time before the intended visit, unless the parties mutually agree otherwise. The parties agree that SEIU Local 721 shall have reasonable access to non-working areas during non-working times to communicate with unit employees.

SEIU Local 721 agrees that its representatives will not purposely interfere with operations of the Law Library or any facility thereof.

SEIU Local 721 shall give to the Executive Director or designated representative, a written list of all authorized representatives, which list shall be kept current by SEIU Local 721. Access to work locations will only be granted to representatives on the current list, unless the parties agree otherwise.

ARTICLE 21 BULLETIN BOARDS

Management will furnish adequate bulletin board space at each facility where more than one person of this Unit is assigned.

The boards shall be used for the following subjects:

1. SEIU Local 721 recreational, social and related SEIU Local 721 news bulletins;
2. Scheduled SEIU Local 721 meetings,
3. Information concerning SEIU Local 721 elections or the results thereof,
4. Reports of official business of SEIU Local 721 including applicable newsletters, reports of committees or the Board of Directors;
5. Any material which first has been approved by the Executive Director or designated representative.

Should SEIU Local 721 desire a communication be posted throughout the Law Library and its branches, SEIU will submit the communication to the Executive Director for approval. No library equipment or supplies shall be used for this purpose.

ARTICLE 22 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU Local 721 may request a computer printout of the names, employee numbers and job classifications of all employees within this Unit. Such computer printout may be requested up to four times a year at no cost to SEIU Local 721.

ARTICLE 23 AUTHORIZED AGENTS

1. For the purpose of administering the terms and provisions of this Memorandum of Understanding: Management's Principal authorized agent shall be the Executive Director or duly authorized representative (address 301 West First Street, Los Angeles, California 90012), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
2. The SEIU Local 721 principal authorized agent shall be the President, or his/her authorized representative at the following address: 1545 Wilshire Blvd., Los Angeles, CA 90017 or as amended.

ARTICLE 24 STRIKES AND LOCKOUTS

During the life of this agreement SEIU Local 721 agrees that SEIU Local 721 shall not cause, sanction or engage in any work stoppages, strikes, slowdowns, sickouts, picketing or other concerted activity that will stop, or impair the Law Library's ability to provide service at the main library and all of its branches or to provide public service.

During the life of this agreement the Law Library agrees it shall not lockout employees.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and/or SEIU Local 721 fails to exercise good faith in halting the work interruption, SEIU Local 721 and the employees involved shall be deemed in violation of this article and the Law Library shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 25 MANAGEMENT RIGHTS

The Law Library retains, solely and exclusively, all rights, powers, and authority that it exercised or possessed prior to the execution of this Memorandum of Understanding (MOU) except as specifically limited by an express provision of this MOU or otherwise agreed to by the parties. Additionally, it is the exclusive right of Law Library Management to determine its mission, to set standards of services to be offered to the public and to exercise control and discretion over its organization and operations. It is also the exclusive right of Law Library Management to direct its employees, which shall include but is not limited to, appointments, assignments, performance evaluations, classifications and transfers, establishment of policies, procedures, rules and regulations not in conflict with the terms of this Memorandum of Understanding, take disciplinary action for cause, relieve its employees, from duty as, for example, by work furlough, because of lack of work or for other legitimate business reasons; and determine the methods, means, and personnel by which the Law Library operations are to be conducted; provided however, that the exercise of such rights does not preclude employees or their representative from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment of Law Library employees.

All other rights of Law Library Management are also expressly reserved to the employer unless such other rights are abrogated by a clear and express provision of this MOU or by mutual written agreement by the parties.

Nothing herein shall limit the right of SEIU Local 721 to meet and confer over the impact of rights exercised by Management as provided in Article 28, Full Understanding Modification and Waiver.

ARTICLE 26 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the Law Library enters into any agreement with another public employer, or private entity which involves the transfer of functions now being performed by employees in this Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public agency, or private entity, the Law Library will advise such public agency or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise SEIU Local 721 of such agreement. In addition, Management will consult with the employer absorbing a Law Library function to encourage the use of affected employees by the new employer. When a Request for Proposal is approved by the Law Library and when such conforms with prevailing rules and regulations relating to the contracting out or transfer of Law Library functions, Management will advise SEIU Local 721 ten (10) business days prior to the release of the RFP.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of function from the Law Library to another agency, Management will make an effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 27 JOINT LABOR/MANAGEMENT COMMITTEE

Section 1 Purpose

It is the intention of the parties to establish a Labor/Management Committee to provide a forum for Labor and Management to jointly discuss issues of concern to employees in the units. Each party (Labor and Management) may select three (3) representatives to be members of the committee. Once selected, each party shall notify the other, in writing, the names of its representatives.

During the term of this MOU, the Joint Labor/Management Committee shall meet upon written request of either party, during working hours, to discuss specific issues, which impact a majority of the employees in the units. Such written requests to meet shall not be made more often than quarterly. The parties may mutually agree to meet more often.

Section 2 Authority

The Labor/Management Committee shall not meet to discuss individual employee grievances. The Labor/Management Committee shall have no authority to alter the provisions of this Memorandum of Understanding, nor to bind either Labor or Management to take action of any sort unless the issue is mutually agreed to in writing.

ARTICLE 28 OUT-OF-CLASS ASSIGNMENTS/ACTING PAY

Section 1 Definition

1. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant, position in one class by an individual in another class.
2. The amount of the acting pay shall be the beginning of the salary range of the vacant position of the higher classification, or 3% of their regular hourly pay, whichever is greater. Acting pay is paid pursuant to the conditions described below.

Section 2 Conditions

1. An employee assigned to an out-of-class assignment for more than 20 consecutive working days by Management shall receive acting pay established in section 1.2 commencing on the 21st working day.
2. The employee may request to be returned to his or her former assignment within twenty (20) consecutive working days. Management will then have thirty (30) working days to return the employee to his or her former assignment. During the thirty (30) working day period, the employee shall not be entitled to any out of classification pay.
3. If the employee is appointed to fill the vacant out-of-class assignment within 30 calendar days from the date the employee began serving in the assignment, the employee shall not be eligible to receive acting pay established in section 1 B. Acting pay is not applicable to persons employed on a temporary or recurrent basis.
4. It is the intent of Management to avoid working an employee on an out of class assignment for a prolonged period of time.

Section 3 Special Provisions

1. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the Law Library has no control. However, such assignment shall not extend beyond the period of the emergency.

ARTICLE 28 OUT-OF-CLASS ASSIGNMENTS/ACTING PAY

2. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.
3. Upon the employee's written request, a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file, a copy will be provided to the employee.

ARTICLE 29 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any employee may request additional compensation for the performance of additional responsibilities which are assigned or approved by the Executive Director or his/her designee.

To qualify for additional compensation, an employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those of the employee's classification.

An employee shall make a written request to his/her department head and complete an Assignment of Additional Responsibilities form for additional compensation prior to performing the additional duties or project. The assignment of additional duties normally performed by incumbents of the employee's class will not qualify for additional compensation.

The assignment/implementation of an added responsibilities bonus will become effective on the first day the additional responsibilities are performed and will end or otherwise terminate on the day the assigned additional responsibilities are no longer requested by management or performed by the employee. In no event will an employee receive an additional-responsibilities bonus pursuant to this Article and receive an out-of-class bonus under applicable provisions of this Memorandum of Understanding for the same assignment. The additional compensation provided in this Article will be 5% and not constitute a base rate.

ARTICLE 30 LAYOFFS/REDUCTION IN FORCE

During the term of this agreement the Law Library agrees to follow the layoff procedure:

Section 1 Grounds for Layoff

Whenever, in the judgment of the Executive Director, it becomes necessary to reduce the workforce because of lack of funds or lack of work, an employee may be laid off, reduced in classification or displaced by another employee. Such Layoff, reduction, or displacement shall result from action of the Executive Director or his or her designee. Such action shall not entitle the laid off, reduced, or displaced employee to a right of appeal.

Section 2 Definitions

1. Length of Service is defined as the total continuous service in regular Library employment.
2. Displacement Rights. Those rights accruing to regular Library employees only. These rights, commonly referred to as "bumping rights," allow a laid off employee to displace another employee in the same or lower classification in the manner specified under "Displacement Rights" contained in this Policy.

Section 3 Procedure (In order of occurrence)

1. Management may, after consultation with SEIU Local 721 as required by law, consider alternative action in order to minimize layoffs.
2. Identification of Classifications. Management will identify those classifications which will be reduced to minimize the impact on the continued effectiveness of the Library.

Section 4 Notification

Notice to Employees. Management shall notify SEIU Local 721 thirty (30) workdays prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact. An employee filling a full time position shall be given at least ten (10) workday's prior notice of layoff. Employees transferred, reduced, or displaced shall be given at least five (5) workdays notice.

ARTICLE 30 LAYOFFS/REDUCTION IN FORCE

Section 5 Reduction in Force

Once the classifications to be reduced have been identified, Management shall consider laying-off employees in the following order:

1. Temporary employees in the identified classifications.
2. Employees serving an initial probationary period in the identified classifications.
3. Regular employees within the least continuous classification service.

Section 6 The Breaking Criteria

In cases where two or more employees have the same date of hire (i.e., equal seniority) retention points for job performance shall be credited on the basis of the average of the overall evaluation rating for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) work days prior to the date of the layoff notice. Retention points are as follows:

<i>"Unsatisfactory"</i>	Rating 1.0
<i>"Marginal"</i>	Rating 2.0
<i>"Meets Expectations"</i>	Rating 3.0
<i>"Exceeds Expectations"</i>	Rating 4.0
<i>"Exceptional Performance"</i>	Rating 5.0

Increments of 1/10 of a percentage point may fall between these main Performance Evaluation ratings. The total rating number will be used as the determining factor for retention purposes.

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

Section 7 Displacement Rights (BUMPING)

An employee designated for layoff as a result of abolition of a position or classification may displace ("bump") an employee in a lower classification in which the employee has prior service, provided the laid off person has greater seniority

ARTICLE 30 LAYOFFS/REDUCTION IN FORCE

than the employee in the lower classification. In addition, an employee designated for layoff with greater seniority may displace (“bump”) an employee in a lower classification within the same occupational family. Determination of an occupational family will be made by Management and such determinations shall be made according to the following factors:

1. Similarity of occupational field.
2. Similarity of “Class Characteristics” and “Examples of Duties” as described in the class specifications.
3. Similarity of “Education and/or Experience,” in “Knowledge, Skills and Abilities,” and “Special Requirement” as described in the class specifications.
4. Any additional factors deemed relevant by Management, such as language skills.

An employee who is bumped shall be laid off in the same manner as employee whose position or classification is abolished.

All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to Human Resources. If these privileges are not exercised within the specified time period, they are automatically forfeited.

Section 8 Reduction to an Open Vacant Position

An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position.

ARTICLE 30 LAYOFFS/REDUCTION IN FORCE

Section 9 Demotions

Upon request of the employee, and with the approval of Management, an employee who has not held status in a lower classification may be allowed to demote to an open vacant position in the same Service Area if he/she meets all the requirements of the lower position as determined by Management.

All employees who are demoted will be paid at the same rate of pay as prior to demotion if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest to the rate of pay prior to demotion.

Section 10 Transfers

Management may transfer an employee to an open vacant position if the employee is qualified and technically capable of performing the duties as determined by the appointing authority.

Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer within five (5) working days after Notice of Transfer is given will have automatically forfeited his/her ability to transfer.

ARTICLE 31 BENEFITS

All employees hired after May 31, 2011, are not eligible to receive benefits other than health until they have successfully completed their three (3) month introductory period. Newly hired employees are not eligible to receive health benefits until the 1st of the month following 60 days of employment.

Section 1 PERS Group Health Benefit and Dental Plan

Full-Time Employees:

During the term of this agreement, eligible full-time employees are covered under CalPERS group health benefit chosen by the employee, and the dental plan chosen by the employer.

Dependents of full-time employees may be covered under a CalPERS group health benefit plan and the dental plan as referenced in the Employee Handbook.

The Law Library will pay up to the following amounts monthly towards the cost of premiums for health coverage:

- \$650 per month for employee-only coverage;
- \$950 per month for coverage for employee plus one dependent;
- \$1150 per month for coverage for employee plus two or more dependents.

The Law Library will pay up to the following amounts monthly towards the cost of premiums for dental coverage:

- 100% of employee-only coverage; plus
- 50% of the cost for dependent coverage.

These caps shall be effective January 1, 2019, following open enrollment.

Branch Assistants:

During the term of this agreement, eligible Branch Assistants (those hired prior to July 1, 2015) are covered under CalPERS group health benefits chosen by the employee. The Law Library will pay up to \$325 per month for health coverage.

Section 2 PERS Retirement Benefits

The Library shall provide for employee retirement benefits through participation in the California Public Employees' Retirement System (CalPERS) at a two and one half

ARTICLE 31 BENEFITS

percent at fifty-five (2.5% @ 55) retirement formula account. The employee will contribute the eight percent (8%) of “member earnings” into his/her individual retirement account. The Law Library will contribute the required balance per CalPERS.

Employees hired after January 1, 2013, will receive benefits subject to the limitations defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA).

Employees shall notify HR if;

- a) currently receiving CalPERS retirement benefits from a prior employer; or
- b) employee has any outside employment with an employer who is a participant in CalPERS.

Section 3 Retiree Dental Benefits

Employees hired as of July 1, 2008, will not be eligible for retiree dental benefits.

Section 4 Vision Care

During the term of this agreement, the Law Library will provide eligible full time employees with vision care. The Law Library pays the full premium. Dependents of full time employees may be covered under the vision care plan. The Law Library pays one half of the premium and the employee pays the other half of the premium.

Section 5 State Disability Insurance

All employees will contribute directly into the State Disability Insurance program to be funded by employees with premiums deducted as a payroll tax.

Section 6 Life Insurance

During the term of this agreement, employees are covered under life insurance. The Law Library pays the full premium. Eligible employees shall have the option of purchasing additional life insurance at their own expense.

Section 7 Leaves of Absence

All leaves of absence shall be granted in accordance with provisions within the:

ARTICLE 31 BENEFITS

California Family Rights Act of 1991:
the California Pregnancy Leave Act, and
the Federal Family Care and Medical Leave Act of 1993

Nothing in this Section is intended to provide any additional benefits beyond that mandated by Federal and/or State law, or any applicable Ordinance.

A. Vacation

Full-Time Employees:

Full time employees are eligible to accrue paid vacation leave after a successful completion of their three (3) month Introductory Period. Vacation is accrued on a calendar year basis and will depend on the length of an employee's tenure, as follows:

For all full-time employees hired prior to May 31st, 2011:

Years 1 through 9 = 15 days per year (4.62 hours per pay period)
10 or more years = 20 days per year (6.15 hours per pay period)

For all full-time employees hired on or after May 31st, 2011:

Years 1 through 4 = 10 days per year (3.08 hours per pay period)
Years 5 through 9 = 12 days per year (3.69 hours per pay period)
10 or more years = 15 days (4.62 hours per pay period)

Full time employees may accrue vacation leave up to a maximum of 200 hours, vacation must be accrued before it can be taken.

Vacation requests must be submitted in writing to their supervisor or a Service Area Director at least two weeks in advance of the anticipated leave. Whenever possible, vacation requests are granted, depending upon library requirements. Length of employment may determine priority in scheduling vacation leave. Upon termination of employment with LA Law Library, eligible employees will be paid for accrued but unused vacation.

Between November 10 and November 30 of each year, full time employees may request payment for one week (40 hours) of vacation time earned but not taken. The vacation cash-out will be paid to the employee in January. The employee

ARTICLE 31 BENEFITS

must have a minimum of eighty (80) hours of accrued vacation leave remaining after the cash-out.

Part-Time Employees:

“Grandfathered” Employees:

All part-time Branch Assistants hired prior to July 1, 2015, and other part-time library employees hired prior to June 30, 2006, will accrue vacation benefits at a rate of .0577 per hour worked up to a maximum of 100 Hours.

All Other Part-Time Employees:

All other part-time employees will accrue vacation benefits at the rate of one (1) hour per thirty (30) hours worked (or .0333 per hour worked) up to a maximum of 50 hours. Such part-time employees may use vacation leave up to one week of regularly scheduled shifts per year. Unused vacation leave will carry over to the subsequent year.

B. Sick Leave

Full-Time Employees:

Full time employees are eligible to accrue paid sick leave immediately. Sick leave is accrued on a calendar year basis and will depend on the length of an employee’s tenure, as follows:

For all full-time employees hired prior to May 31st, 2011:

15 days per year (4.62 hours per pay period)

For all full-time employees hired on or after May 31st, 2011:

Years 1 through 4 = 10 days per year (3.08 hours per pay period)

Years 5 through 9 = 12 days per year (3.69 hours per pay period)

10 or more years= 15 days (4.62 hours per pay period)

Eligible employees may use their annual allotment of available sick days for their own illness, doctor’s appointments, and unexpected health matters or to care for a family member (defined as sick child, parent, spouse, domestic partner, grandparent, grandchild or sibling).

ARTICLE 31 BENEFITS

Child includes biological, adopted, foster child, step child, legal ward, child of domestic partner, or a child in loco parentis.

Parent includes biological, foster or adoptive parent, a stepparent, legal guardian or parent in loco parentis.

An employee absent for more than 3 consecutive days may be required to provide medical proof of illness or injury.

Unused sick leave accrues from year to year and is carried forward to the following year. For full time employees, accrued, but unused and unpaid sick leave is eligible toward retirement service credit. (See CalPERS retirement plan.)

Employees hired after May 31, 2011, will not receive any payment for unused sick leave accruals. Full time employees hired prior to May 31, 2011, upon termination may request that accrued but unused sick leave be paid out at the rate of six (6) days per year of service with a maximum of 90 days. However, unused sick leave for payout is frozen at the amount of accrued but unused sick leave as of May 31, 2011.

Part-Time Employees: Branch Assistants:

Part-time Branch Assistants hired before July 1, 2015, are eligible to accrue sick leave at a rate of .0577 per hour worked. Part-time Branch Assistants hired prior to July 1, 2015, may accumulate up to 960 hours of paid sick leave. Until July 1, 2015, other part-time Library employees are not eligible to accrue sick leave.

Effective July 1, 2015, following completion of thirty (30) days of employment, part-time employees will be eligible for paid sick time for illness as described below. Employees are subject to the accrual rates below.

Paid sick time accrues at the rate of one (1) hour per thirty (30) hours worked not to exceed six (6) days or forty-eight (48) hours annually.

Paid sick time must be taken in increment of a minimum of two (2) hours per incident.

ARTICLE 31 BENEFITS

Part-Time Employees:

Part-time employees are limited to using no more than three (3) days of accrued paid sick time per anniversary year to care for their own illness, doctor's appointments, and unexpected health matters or to care for a family member (defined as sick child, parent, spouse, domestic partner, grandparent, grandchild or sibling).

A part-time employee who has to use his or her maximum number of paid sick days for his or her own illness or doctors' appointments may use up to an additional three (3) days of paid sick leave (provided such amount of paid sick leave has accrued) per anniversary year to attend to the illness of a child, parent, spouse or domestic partner of the employee.

Unused paid sick days will carry over to the following year for a cap maximum of the annual accrual rate. Once the accrual cap is met sick time will cease to accrue. Once accruals begin again, accruals will not be retroactive.

Part-time employees are not entitled to compensation for unused accrued sick time upon termination. Sick days do not accrue during most leaves of absence.

Child includes biological, adopted, foster child, step child, legal ward, child of domestic partner, or a child in loco parentis.

Parent includes biological, foster or adoptive parent, a stepparent, legal guardian or parent in loco parentis

C. Jury Duty Leave

During the term of this Memorandum of Understanding, members of this Unit who receive a summons or notice of Jury Service and who are absent from duty for reasons of jury service, shall receive their regular salary for the period they serve on jury duty (see the Employee Handbook for details) provided the employee has provided the Law Library with proof that the employee has served on a jury for the dates in question and deposited any jury duty fees received with the Law Library, excluding juror mileage. An employee must return to work if the time the employee is released from the day's service in court makes it practical to do so.

ARTICLE 31 BENEFITS

D. Witness Leave

A member of the Unit who is required to be absent from duty by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, that compels the employee's presence as a witness, unless the employee is a party to the action or an expert witness, shall be allowed the time necessary to be absent from work at the employee's regular pay (see Employee Handbook for details) to comply with the subpoena's requirements, provided the employee deposits any witness fees received with the Law Library, excluding mileage.

E. Employee Organizational Leave

Not more than one (1) employee covered hereby, at the written request of SEIU Local 721, and approved by the Executive Director or his/her designee, shall be granted a leave of absence without pay. The final right to approve organizational leave is exclusively reserved for Management in order to meet operational needs of the Law Library.

F. Bereavement Leave

Any employee who is compelled to be absent from duty because of the death of a member of his/her immediate family (as defined below) shall be allowed the time necessary to be absent from work at regular pay for their regularly scheduled shifts for not more than three (3) working days. The Executive Director may request a death certificate or other satisfactory proof of the death and the relationship of the decedent to justify the absence.

For purposes of this policy, the members of the "immediate family" are: the father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, spouse, domestic partner, child, stepchild, grandmother, grandfather, grandchild, foster parent and foster child of the employee; any person who actually resides in the household of the employee at the time of death; the parent or child of a domestic partner; and the domestic partner of a parent or child.

By extending to an employee the specific benefits described by this section, the Library does not intend to confer nor to imply any other unspecified benefits to such employee, nor to such employee's family members nor to any other person.

ARTICLE 32 NEW-EMPLOYEE ORIENTATION

Section 1

Subject to prior approval of Executive Director, The Union Representatives and one of the Union Stewards, may participate in new employee orientation for the sole purpose of providing employees information regarding Union membership.

Section 2 Union Brochure

A labor/management approved brochure or packet will be made available to each new employee appointed to a classification covered by this Memorandum of Understanding during the orientation process. This brochure or packet will be prepared by authorized representative of Local 721. Local 721 will bear the cost of the preparation of the materials. The content of the brochure or packet must be approved by the Executive Director prior to its distribution. Neither the Law Library nor its management assumes any responsibility for the costs incurred in the development, preparation and/or reproduction of this labor/management brochure.

ARTICLE 33 PARKING & TRANSPORTATION ALLOWANCE

Section 1 Onsite Parking

The Law Library will continue to make reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

Section 2 Transportation Allowance

The Law Library shall reimburse full and part time employees, who purchase public transportation (i.e., MTA, Metrorail, etc.), one half of the monthly cost up to a cap of \$130 per month. Employees must participate for a full six months to qualify. Employees may enroll in the transportation Allowance program upon hire or during open enrollment periods (June 15–30 and December 15–31) by submitting an enrollment form to Human Resources. Employees must show proof of primary mode of transportation by providing monthly receipts to qualify for this benefit. Upon presentation of receipts for a minimum of six sequential months (Jan- June; July- Dec) employees will be reimbursed twice each calendar year, June and December. New employees will be reimbursed from the hire date.

For employees who take the sign-up for the Transportation Allowance benefit but find it necessary to drive to work, a parking space on the lower level will be available on a first come, first serve basis.

Should the Law Library enter into a direct agreement with Public Transportation Agencies (i.e., MTA, Metrorail, etc.) which would lower the full monthly cost for employees below the reimbursement amount of this transportation allowance, employees must participate at the lower agreement cost.

ARTICLE 34 POSITION-CLASSIFICATION STUDY

Section 1 Position Classification Study

For the purpose of this Article, a classification study is a study by the Executive Director or his/her designee of the duties and responsibilities assigned to an employee in order to determine whether the employee is appropriately classified.

Employees may submit requests for a Position-Classification Study no more than one time in a two-year period and not in the same year the Law Library conducts its classification studies.

Section 2 Procedures

A request for a classification study may be submitted by an employee who believes his/her position is misclassified. Such request must be submitted in writing to the employee's immediate supervisor or manager. If the employee's immediate supervisor or manager cannot support the employee's request for a classification study, it will be returned within (30) calendar days with a written explanation to the requesting employee. If the employee still believes the request is justified, he/she may submit the request, along with a written explanation, to the Executive Director or designee. Upon receipt of such request, the Director or his/her designee shall review the request. A classification study will be scheduled if the Director or designee deems one is necessary and appropriate.

Section 3 Acknowledgment and Progress Reports

Management agrees to acknowledge within a reasonable time the acceptance or rejection of employee initiated classification study requests. Upon acceptance of the classification study request, management will inform the employee of the estimated completion date of the study. If no follow-up action has been taken within ninety (90) days from the date of the study request, the Director or his/her designee shall provide a progress report to the employees and SEIU Local 721 upon request. The results of the study shall be provided to the employee together with the Director or designee's recommendation regarding implementation or rejection of those results to the Board. The decision of the Board shall be final.

Section 4 New Classifications

Management agrees to notify SEIU Local 721, and to consult upon request regarding new classifications whose primary duties are derived from SEIU Local 721 represented classifications. Further, subject to the approval of said new classifications

ARTICLE 34 POSITION-CLASSIFICATION STUDY

by Management, upon accretion of the new classification into the bargaining unit, and upon request of Local 721, the parties agree to negotiate and recommend proposed salaries for approval and implementation to the Board. The decision of the Board shall be final.

ARTICLE 35 ADDITIONAL WORK LOAD

Part-Time Employees

Management will make a reasonable effort to distribute all additional workload in a manner that is not arbitrary or capricious among all part-time employees. Additional hour assignments will be based on the needs of the individual Service Area. Seniority will prevail when skills are equal.

**ARTICLE 36 INTRODUCTORY TRAINING/
PROMOTION/RECLASSIFICATION**

All new employees shall serve an introductory training period commencing with their first day of employment and ending with the satisfactory completion of three (3) months of regularly scheduled work.

The Library may terminate employees serving an introductory training period at any time, without cause, at the sole discretion of Management.

Employees promoted or reclassified shall serve a probationary period commencing with the first day of assuming the new position and ending with the satisfactory completion of three (3) months of regularly scheduled work. If the promoted employee does not pass his or her probation, the employee may return to his or her previous position. If within the first thirty (30) calendar days the promoted employee decides to return to their previous position and/or classification for any reason, they may do so with the written consent of their current supervisor.

ARTICLE 37 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws, Federal and State regulations, and any applicable lawful rules and regulations enacted. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, that part or provision shall be suspended and superseded by the applicable law or regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 38 FULL UNDERSTANDING, MODIFICATION AND WAIVER

Section 1

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2

It is understood and agreed that the provisions of this Section are intended to apply only to matters, which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedure affecting the employees in the Unit. Where Management finds it necessary to make such change it shall notify SEIU Local 721 indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit where the subject matter of the change is subject to negotiations pursuant to the Myers-Milias-Brown Act and where SEIU Local 721 request to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect, the change would have on the employees in the unit.

The phrase "significantly large number" shall mean a majority of the employees in the Unit, or all of the employees within a classification.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by the Board. In the event negotiations on the proposed change are undertaken, any impasse which arises shall be submitted as an impasse to a mediator mutually agreeable to the parties as provided in Government Code Section 3505.2.

ARTICLE 38 FULL UNDERSTANDING, MODIFICATION AND WAIVER

Section 3

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify SEIU Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4

Where Management makes any changes in working conditions because of the requirements of law, Management shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5

The waiver of any breach, term or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 39 VACANT POSITIONS

Management will post on web site and bulletin boards and fill bargaining unit positions that are vacant or become vacant with Law Library employees and not temporary agency personnel. Temporary agency personnel may only be used to cover a position where a permanent employee is on "Leaves of Absence" or the position has been posted for recruitment.

For: SEIU Local 721

For: Los Angeles County Law
Library

Reneé Anderson, Director

Sandra Levin, Executive Director

Sharon Boone

President of the Board of Trustees

Paula Hart

Jaye Steinbrick, Senior Director

Christine Langteau

Los Angeles County Law Library

BU 870 Full-Time Employee Unit
BU 871 Part-Time Employee Unit

June 1, 2018, through May 31, 2020



SEIU Local 721
1545 Wilshire Blvd Ste 100
Los Angeles CA 90017-4510

Questions? Call the Member Connection (877) 721-4YOU
www.seiu721.org

 [facebook.com/seiu721](https://www.facebook.com/seiu721)

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LOCAL 721



SEIU 721
MEMBERS:

Have you
been given
additional
higher level
responsibilities?

You may
qualify for a
5.5% BONUS!

One of the key victories in SEIU 721's contract campaign was the negotiation of a new provision to ensure that employees who are assigned higher level responsibilities receive fair compensation for the work they do. SEIU 721's new contracts with the Law Library include a special pay practice which entitles permanent Law Library employees who are assigned additional higher level responsibilities to receive a salary schedule (5.%) bonus.

QUALIFICATIONS:

To qualify for the additional pay, an employee must either perform some of the significant duties of a higher level position, or be assigned a special project or assignment which requires the performance of additional duties and carries responsibilities beyond those of the employee's classification. The special assignment or project may be in addition to or instead of the employee's regular assignment.

In either case, the employee must perform (or will perform) the additional work for a significant period of time. For example, an employee filling in for another employee during a short term leave, such as bereavement, would **not** qualify for the additional compensation.

Unlike the current "out-of-class" bonus, the additional compensation for "additional responsibilities" begins on the **first day** the additional duties are performed, and an employee can qualify for the bonus even if there is no vacant funded position.

An employee may be eligible to receive either the "additional responsibilities" bonus **OR** the "out-of-class" bonus, **but not both**.

Before receiving the bonus, an employee's request must be approved by the Department Head (or designated representative) and the Executive Directors office. To assist our members, SEIU 721 has developed a form to be used to notify management and officially request the bonus (see reverse side). If you think that you might qualify for the bonus and would like help from the union in filing, please contact your SEIU 721 Steward or Worksite Organizer, or call the SEIU 721 Member Connection at (877) 721-4YOU.

NOTE: Law Library management has a somewhat narrower interpretation of which kinds of assignments qualify for the bonus. In some cases, the final determination about whether an employee is entitled to the bonus may be made by an arbitrator.

If you think that you might qualify for the "additional responsibilities" bonus, please contact your SEIU 721 Steward or Worksite Organizer, or call the SEIU 721 Member Connection at (877) 721-4YOU.

Staff Presentation:
AALL 2019 Conference Review

Presented by:

CMS Director: Meiling Li

Managing Librarian, Legal Education: Ryan Metheny

Reference Librarian: Anahit Petrosyan

Global Law Librarian: Dinah Minkoff

July 24, 2019