

SERVICE AND ADMINISTRATION POLICIES

BOARD OF TRUSTEES

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS PUBLIC LIBRARY

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I.

INTRODUCTION

These Service and Administration Policies have been prepared as guidelines to the operation of the library within the structure of its mission to the community (See Bylaws, II. OBJECTIVES). These Policies shall be subject to review. Procedural interpretation and implementation shall be at the discretion of the Director.

The library shall assemble, organize, preserve and make easily available library materials in accordance with the Materials Evaluation and Selection Policy adopted by this Board. The staff will promote the resources and services of the library to encourage use by our customers.

To this end, the library staff shall be expected to know the resources of the Cleveland Heights-University Heights Public Library and the availability of resources of other libraries in the area.

The term library used throughout this Policy is meant to convey all Cleveland Heights-University Heights Libraries.

II.

COOPERATION FOR DEVELOPMENT OF PUBLIC LIBRARY SERVICE

The library shall maintain institutional memberships in the American Library Association (ALA) and The Ohio Library Council (OLC). Each Board member shall have an individual membership in both OLC and ALA.

To develop and increase effective library service, and to strengthen resources, the library shall cooperate with and take advantage of the services offered by the State Library of Ohio. The development of maximum effective library service shall be promoted through cooperation with other libraries and institutions in the area and state, through membership in the Northeast Ohio Regional Library System (NEO-RLS), and through participation in the Ohio Public Library Information Network (OPLIN).

Recognizing the advantage to the citizens of the community, the library shall participate in such cooperative services as the reciprocal book return, interlibrary loans, library delivery and such other services as may be economically feasible and efficient.

The library shall cooperate with for-profit institutions and businesses, especially those that are local, when it is deemed appropriate and of benefit. In return for such cooperation, the library may from time to time allow recognition of such for-profit institutions and businesses when that is determined to be the proper way to thank the institution for their support of the library.

III.

SERVICE POLICIES

A. Individuals

At the Cleveland Heights-University Heights Public Library, the customer's needs are our top priority. Our goal is to anticipate those needs, fulfill them the best we can, and provide our customers with a more rewarding experience than they can get at other public libraries (Preface, *Human Resources Manual*, June 2000).

Library service, both to those who enter the library and to those who access the library electronically or by telephone shall be based on the principle that assistance in locating appropriate materials and information, and help in using library resources, shall be restricted only by the time and staff available. Materials that are not owned by the library shall be made available, when possible, for customers through interlibrary loan from other libraries. Telephone and online reference service shall be available.

Guidance to the individual may be by personal consultation, lists of materials, displays, instruction in use of the library, use of online services, classroom instruction, group participation in library related activities, and through means of mass media.

B. Groups

Appropriate means shall be used to encourage the use of books and other materials, either in the library or community, through the availability of library material-related programs. Assistance to groups may include furnishing materials related to group programs, providing speakers on the resources and services of the library, providing classes and making meeting rooms and community bulletin boards available. Deposit collections shall be shared with schools and other groups and organizations, when appropriate.

C. Community Relations

It shall be the objective of this library to engage the interest of citizens of the community in the development and use of their library. Specific statements are given below.

1. Friends of the Cleveland Heights-University Heights Public Library. The Board welcomes the interest of this group, formed for the purpose of social service, increasing, and improving the resources and services of our libraries, and providing financial support and advocacy. Books and other materials withdrawn from the library's collection may be given to the Friends. Such items may then be sold and the proceeds used to fund library programming.
2. Fund for the Future of Heights Library. The Board has created this group for the purpose of long-term financial support of the Library and welcomes the interest of this group.
3. Organized Groups. Cooperation with organized groups in the community shall be sought and sustained when they help the library realize its objectives as an information resource, community center, and a promoter of literacy.

4. For-Profit Organizations and Businesses. As a governmental entity that receives non-profit status from the state and federal government, the perception that a library promotes or favors any for-profit institution is inappropriate. However, libraries often receive support from for-profit institutions and local businesses, either in cash or in-kind donations, and it is appropriate for the library to recognize that support. Care must be taken, though, so that one local business or institution is not recommended over another or that the perception of favoritism might be present. (See Meeting Room Guidelines, Appendix F).
5. Communications. Members of the community wishing to be heard by the Board on any matter may communicate through letter to the Board President or any member of this Board. The Board welcomes residents attending Board meetings. These meetings are ~~tape~~ recorded and statements become part of public record; the recordings are made available to the community through the Library's website. Those bringing matters before the Board are asked to limit their remarks to no more than five minutes and ~~that~~ their name and address. Because agendas of meetings are set in advance, no discussion of a presenter's topic will take place at that meeting. The Board will give careful consideration to residents' concerns and will respond.

Annual Report. A summary of the activities and services of the library shall be prepared and distributed annually. The Library's Comprehensive Annual Financial Report shall be made available to the community through the Library's website.

6. Public Library - School Library Relationship. It is recognized that there is an interrelationship among libraries of all types, and that services may overlap between public and non-public libraries. The following definitions of the differing responsibilities of the public library and the school library shall be a guide in the development of complementary services. Whenever possible, the public library makes an effort to support the curriculum of the schools.

The public library is designed to serve the reading and recreational needs, interests and purposes of all the people of all ages in its area. It is the community's major center for reliable information with a clientele as broad and varied as the community itself. Library users are served on an individual basis, as well as in groups. The use of a public library is characterized by its voluntary nature and its informality. As part of its program, the public library supplies children and youth with services and materials primarily to satisfy their self-motivated interests. At the same time, it is recognized that the library is also used by public, private, and home-schooled students for research in fulfilling their assignments. The Public Library does not act in loco parentis.

The School Library (Media Center). School librarians have been trained at the undergraduate and graduate levels as "teacher – librarians." They must be licensed by the state in order to assume classroom responsibility and supervision of students. In addition to fostering reading for information and pleasure, the primary role of the school library media specialist is to infuse information literacy skills into classroom-based content area instruction. A school library is more similar to an enhanced, resource-rich classroom than it is to a public library. The collections and programming of the school

library are driven by curriculum, and funding would prohibit support for the more diverse needs of the general public.

7. Gift Acceptance

- a. The library may accept gifts for the benefit of the system unless such gifts can be construed as affecting the business judgment and relations of the staff or members of the Board of Library Trustees.
- b. Library materials accepted by the library are subject to the *Materials Evaluation and Selection Policy*. Materials given to the library shall be the property of the library to be used or disposed of as staff deems appropriate.
- c. Evaluation of Gifts. Requests for price evaluation of gift materials shall be answered with the suggestion that the donor consult disinterested persons engaged in the business of buying and selling such materials who can give a fair market value. By law, the library is unable to furnish an appraisal for tax deduction purposes.
- d. Memorials, Endowments, Commemorative Gifts. Gifts for the enrichment of the library, other than library materials, shall be accepted on an individual basis and subject to review by the Board.
- e. In-Kind Donations and Gifts. As deemed appropriate by the Board of Library Trustees or their designee, the library will, from time to time, solicit financial support and in-kind donations from for-profit institutions and businesses. Appropriate recognition of these donations, as determined by the library, shall be made.

D. Accessibility

1. The library welcomes all users who, by their presence, acknowledge their responsibility to maintain an atmosphere conducive to the best use of the library and its services.
2. The rights of an individual to use the library, its services and its materials, shall not be denied or abridged because of age, race, religion, national origin, sexual orientation, mental or physical handicap, or social or political views.

It is the intent of the Cleveland Heights-University Heights Public Library to serve everyone equally and to assure access to library materials, programs and facilities for all persons. The library will make every effort to provide reasonable accommodations as necessary under the Americans with Disabilities Act (ADA).

Parents are responsible for supervising their children in the use of the library and its materials. The library cannot assume the responsibility for children left unattended. The library does not screen websites or materials used or borrowed by juveniles. It is the parents' responsibility to monitor the content of materials viewed or borrowed by their children.

Failure to maintain an atmosphere of respect for other library users and library staff, failure to return materials and to pay appropriate charges, or the destruction of library property shall be due cause for suspension of library privileges and services. Municipal ordinances shall be enforced. Copies are appended to these Policies.

3. Outreach. The library acknowledges that there are residents of all ages in the community who, for whatever reason, cannot and/or do not avail themselves of the library's services and facilities. Furthermore, the library recognizes its responsibility to explore strategies for extending library service to these residents and to implement these strategies when fiscally feasible.
4. Internet Access Policy. A policy for the use of the Internet by the library's customers has been developed. It is appended to these Policies.
5. Hours of Service. The libraries shall be open the greatest number of hours needed by the community, subject to limitation of funds available to provide adequate staff. Any change in regular hours of service shall be subject to approval by the Board. Emergency closing shall be the responsibility of the Director.

The library shall be closed on the following legal holidays;

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| - New Year's Day | - Labor Day |
| - Martin Luther King, Jr. Day | - Thanksgiving Day |
| - Memorial Day | - Christmas Day |
| - Independence Day | |

The library shall also be closed on Easter Sunday, the Friday after Thanksgiving Day and Christmas Eve Day.

When New Year's Day, Independence Day or Christmas Day falls on Sunday, the library shall be closed on Sunday and Monday. The library will close at 5:30 pm on New Year's Eve and the day before Thanksgiving Day.

The Library may close one day each year, for Staff Development Day. This is an opportunity for all employees, to gather for various educational and instructional programs, generally geared to the work performed by the Library.

6. Displays. The use of library facilities for posters, flyers, pamphlets, displays, and exhibits other than those that pertain to the library shall be approved by the library Director or designee and is subject to review by the Board of Trustees. Permission shall be given based upon limitations of space, timeliness, and relevance of the material to the civic, educational, cultural, recreational, and vocational needs of the community. The library will not display personal advertisements or for-profit or commercial fundraising materials. Political materials will be displayed in the library during elections. The views expressed by such displays and literature exhibited in the library do not necessarily reflect the views of the library.

Guidelines governing displays of any kind support the American Library Association's "Exhibit Spaces and Bulletin Boards" guidelines, from the "ALA Library Bill of Rights." It states, "Libraries often provide exhibit spaces and bulletin boards. The uses made of these spaces should conform to the *Library Bill of Rights*. Article I states, 'Materials should not be excluded because of the origin, background, or views of those contributing to their creation.'"

7. Book Returns. For the convenience of the library's clientele, exterior book returns shall be available at all buildings. Pick up lockers are available at the Lee Road Library.
8. Meeting Rooms. As a community gathering place, the library is pleased to make its meeting rooms available to the public, in accordance with law. Decisions on meeting room use are subject to review by the Board of Library Trustees. The use of the meeting rooms shall be recorded and reported annually. Library programs take precedence over all other scheduled events.
 - a. Room reservations are made electronically at www.heightslibrary.org or by contacting library staff. Applications are pending until approved by library.
 - b. The use of library meeting rooms shall not cause a disturbance in the library. Adults using meeting rooms must not leave children unattended.
 - c. Library meeting rooms will be made available at no charge to all non-profit 501(c)(3), or school-related organizations, chapters, divisions or branches thereof. Additional reservations are allowed (in excess of one per month) for posted fees. (See – Fees & Charges, Appendix B)
 - d. Groups requesting a meeting room for a social purpose will be allowed such use, for an appropriate fee. (See – Fees & Charges, Appendix B)
 - e. The use of the meeting rooms by non-library groups shall not be publicized in such a way as to imply library sponsorship.
 - f. Applicants must be 21 years of age and must be present to supervise all minors.
 - g. The library assumes no responsibility for personal belongings.
 - h. The library reserves the right to close in the event of an emergency and will refund all fees. The Library is not responsible for any additional expenses incurred by the host of an event scheduled in a meeting room if the facility is closed due to an emergency.
 - i. No alcoholic beverages are allowed unless approved by the Director at events held after regular library hours. ~~, or in the Activity Center, and for a defined group.~~
9. Behavior and Conduct on Library Property. To maintain an atmosphere appropriate for work, study and enjoyment for all library users and staff, the following policy on behavior in the library's buildings and on library property has been established.

Code of Conduct: Our communities have asked us to keep their libraries safe and respectful. Disruptive behavior of any kind is not permitted. Library staff has the ultimate authority to interpret disruptive behavior. Disruptive customers will be asked to leave library property for a period of time from a day up to a year, depending on the incident. (Reaffirmed by Board of Library Trustees, April 2012)

Public Safety and Video Surveillance

The safety of our customers is of the highest importance. The Heights Library buildings are public places, and we urge customers to be aware of their surroundings. We ask customers to report any concerns to the staff. We urge customers to keep any valuables with them at all times and to monitor the activities of their minor children.

We hire security staff to help maintain a welcoming atmosphere and to assist customers. They are instructed not to investigate crimes, nor can they mediate disputes or touch any persons or their property. We rely on public safety forces, such as police and firefighters, to handle any emergencies.

We also use security video cameras for use after an incident occurs. We do not monitor these cameras.

The Library's purpose for using such devices is "[t]o help secure the safety of library patrons, staff and property..." Under Ohio law, a security record is defined as "[a]ny record that contains information directly used for protecting or maintaining the security of a public office against attack, interference, or sabotage." See O.R.C. 149.433(3)(a).

The Library's security records are not public records under O.R.C. 149.43 and they are not subject to mandatory release or disclosure under that section. See O.R.C. 149.433(B). The footage may be made available to public safety forces or the courts under some conditions including subpoena or exigent circumstances.

- a. Cell Phone Use. Customers shall turn off the ringer to their cell phones, and keep voices low so as not to disturb others. They may be asked to move to another area if the call is disturbing others.
- b. Photography in the Library. For children's safety, photography of minors is not permitted without written parental permission.
- c. Animals in the Library. Animals, other than certified assist animals, are not allowed on library premises. Assist animals must be with their owners at all times. The only exception to this policy is animals used in library sponsored programs.
- d. Concealed weapons. Pursuant to Section 2923.126 of the Ohio Revised Code the carrying of concealed weapons shall not be permitted within the library.

Specifically, according to the Code, —no person shall knowingly possess, have under the person’s control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises.

- e. Smoking on Library Property. Pursuant to Section 3794 of the Ohio Revised Code, smoking is prohibited in the library. It is also prohibited immediately adjacent to any entrances or exits of a library building. Our obligation is to ensure that tobacco smoke does not enter any public space where smoking is prohibited under the law.

10. Surveys, Solicitation and Literature Distribution.

- a. Organizations, other than the library, may gather petition signatures outside of library buildings, as long as they do not obstruct entrances or exits.
- b. Distribution of literature on Election Day is restricted, by law, to no less than 100 feet from the entrance to the building that houses the voting. Violations should be reported to the Booth Official or to the Board of Elections.
- c. Surveys. In order to plan for new or improved services, the library may survey its customers or other residents of the community. These surveys may be conducted in the library buildings, by telephone or by mail, online or by any other appropriate method. Surveys may be designed and/or completed by staff or third party vendors or volunteers approved by the library. All survey instruments, methodology and implementation procedures must be approved by the Director prior to contacting any members of the public.

Surveys of library staff may be conducted for the purpose of pre-testing public surveys, or to obtain staff opinions on services or personnel issues. All survey instruments, methodology and implementation procedures must be approved by the Director prior to contacting any members of the staff.

Individuals or organizations that wish to conduct any type of library survey with staff or customers must receive written permission from the Director.

- d. Solicitation of the staff or the public, in ways which are of benefit to the library and/or its employees, is permitted as follows:
 - 1) Contributions from staff for established charities approved by the Board of Trustees such as United Way, Community Shares and Harvest for Hunger;
 - 2) Collections for staff gifts for personal reasons such as retirement, illness, and other activities as approved by the Director;
 - 3) Friends of the Library fundraising for library support such as book sales and the sale of merchandise with prior approval and coordination with other activities by the Director;

- 4) Solicitation of and/or distribution of literature to library employees by other employees may be permitted only in non-work areas and only during non-work time. Non-work areas are defined as staff rooms. Non-work time includes time allotted for lunch or dinner and break periods.

In no event shall literature be left on tables or distributed in any manner other than directly to fellow employees, except for literature that specifically supports the library's goals for professional development in public service.

Solicitation of and/or distribution of literature to library employees by other employees for any purpose is prohibited at all times in all work areas of the library.

- 5) Any activities for nonprofit, community organizations (i.e., sale of Girl Scout Cookies, band candy, etc.) may be permitted among staff in non-work areas during non-work hours. But any activities of a profit-making nature (i.e. cosmetic and greeting card sales, etc.) must be done off library premises on employees' own time.
 - 6) Other solicitation which specifically support the interests of this library or libraries in general, as approved by the Director.
- e. Handbills/notices on windshields. The Codified Ordinances of the cities of both Cleveland Heights and University Heights prohibit any individual or group from placing handbills, notices, and the like, on automobiles in the library's parking lot.

E. Civic Responsibility

As an institution of education for democratic living, the library shall provide access to public records of the municipalities and Board of Education both as a depository (agendas, resolutions, minutes, budgets, annual reports, etc.) and as a place for disbursement of publications of a civic nature.

The *Materials Evaluation and Selection Policy* of the Board of Library Trustees states that

“Materials presenting all points of view concerning the problems and issues of our times, international, national and local, shall be provided, if available, and shall not be excluded from library shelves because of partisan or doctrinal disapproval.”

To this end, display space shall be planned for posting information, both pro and con, regarding issues to be placed before the community for decision.

To make voting rights available to a maximum number of citizens, the library shall provide voter registration service.

IV.

ADMINISTRATION POLICIES

A. Organization – Facilities

The Cleveland Heights-University Heights Public Library is a community gathering place providing comprehensive library resources, services and programming for the community through four distinct libraries and on the Internet through our website.

The Lee Road Library shall provide centralized services for the system and house the Administrative Office, Technical Services, Information Technology, and Buildings Departments. The central collection of the system shall be maintained in the Lee Road Library and shall include a strong reference resource for the community with a broad range of materials, electronic and traditional, both circulating and non-circulating, consistent with the standards of the Materials Evaluation and Selection Policy.

Each of the libraries shall provide library service to their immediate neighborhoods that reflects that community's interests. The Library recognizes that a unique quality of this system is the ability of patrons to walk to their local branch and will support that need within the limits of our budget and staffing.

B. Organization – Staff

The library staff is committed to providing excellent customer service, following the library's customer service standards, and creating good rapport with the community. They shall be alert to recent developments in librarianship and new avenues of service. Staff may be called upon to interpret the rules and regulations of the library. The services available shall be limited only by the creative imagination of the staff and the funds available. Programs are offered that are of interest to our clientele and to the communities we serve. Often, staff, because of their training or personal expertise, will actually provide programs to children, young adults and adults, or staff will create the concept and arrange for outside speakers or presenters. Through open communication with each other, with colleagues in other libraries, and with community residents, staff shall constantly look for new and interesting program ideas.

Administrative division shall be made for service to adults; service to youth; circulation (loan) service; processing new materials; marketing and communications; and administrative and business office functions. Coordinators of departments of the Lee Road Library shall provide guidance and counsel to the branches to ensure equality of service throughout the system.

1. Reference Service. The functions of the reference staff are to develop and maintain an appropriate materials collection; to provide reader's guidance, reference and information

services; to present public programs; to maintain a liaison with community agencies; and to provide technology access and instruction. Young adults and children shall have full access to the total resources of the library and its programs. While service is similar to that for adults, a separate collection, carefully selected to serve as a bridge from the children's to the adult collection, is required. Staff trained in the needs of adolescents and their library interests is essential.—Special collections of materials suitable for use by children, and adults in the field of children's literature, shall be selected, maintained and interpreted by staff trained in this specialized work and in programming for this age group. There shall be neither arbitrary age nor grade limitation on service to children.

2. Circulation (Loan) Service. Personnel assigned to circulation services shall provide efficient service for customers through the charging and discharging of materials as well as through inter-branch and external delivery of library materials. In order to best manage the flow of library materials, shipping services are also included in Circulation. This department is often the initial contact with library users and staff is often responsible for interpreting many of our rules and regulations.
3. Collection Services Department. Staff assigned to this department shall be responsible for the ordering and processing of library materials and for maintaining the budgetary records of the library's materials collection. This will include directing and coordinating all functions related to the purchasing and processing of library materials for the system.
4. The Marketing and Communications Department. Staff in this department shall coordinate the marketing and publicizing of the library's services, collections, programs and policies; create, produce and coordinate all system signage; create and maintain the library's Web presence; create, produce, and coordinate all aspects of printed communication and establish and maintain a relationship with the media and other organizations.
5. Information Technology Department. Staff in this department are responsible for maintaining the library's computer equipment, its local and wide area networks (LANs and WAN), its operating system, and its communications and other software.
6. Buildings Department. Staff in the Buildings Department shall for the maintenance, upkeep, and cleanliness of the library's facilities.
7. Administration. Administrative personnel, specifically the Director, Fiscal Officer and Deputy Director, provide leadership to the staff in promotion, interpretation, and support of library policies and procedures. This leadership includes planning, directing and coordinating the services and personnel of the library based on the Policies of the Board of Library Trustees and on the Mission Statement, Values and Vision of the library.

C. Information Technology.

The library recognizes that technological innovations may have positive applications for improving public service. Maintaining existing hardware and software, including the library's Website, and the evaluation and implementation of new technologies, shall be a responsibility of the staff.

D. Publicity and Promotion by all staff.

Our customers' perceptions of the library are dependent on every contact with it they have. Therefore, it is the responsibility of every staff member to present a positive image of the library at all times. Excellent customer service is our highest priority.

E. Materials Collection.

1. Classification. The Dewey Decimal Classification as currently in national use shall be the classification system for the library's materials.
2. Selection and Evaluation. All selection is subject to the Materials Evaluation and Selection Policy of the Board of Library Trustees. Guidelines in this policy support principles of the American Library Association's "Library Bill of Rights" (adopted by the ALA Council, June 30, 1993), which states, "Materials should not be proscribed or removed because of partisan or doctrinal disapproval. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment. Libraries should cooperate with all persons or groups concerned with resisting abridgement of free expression and free access to ideas."
3. Inventory. A record of the quantities of the materials holdings shall be maintained and included in the annual report to the Board.

F. Programming.

Goals of library programming support the American Library Association's "Library – Initiated Programs as a Resource" statement, "an interpretation of the ALA Library Bill of Rights," adopted January 27, 1982; amended June 26, 1990; July 12, 2000). It states, "Library-initiated programs support the mission of the library by providing users with additional opportunities for information, education and recreation. Article I of the *Library Bill of Rights* states: 'Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community by the library serves.'"

1. Programs developed by staff. Library programs are designed for people of all ages and are free of charge and open to the public. The purpose of programming is to complement the library's collections and services and support its Mission, Vision and Values. Co-sponsorship of programming with other community entities, representing various perspectives of the population regardless of background or economic status, will be

encouraged. If a program is controversial in nature, the library will seek to present as much balance as possible. Beliefs and opinions expressed in the program do not necessarily represent the viewpoint of the library, Board or staff.

Library staff will also take programming out into the community (outreach), where appropriate, and share programs and presentations over the Internet.

2. Programs presented by customers within the library. Programs cannot constitute commercial advertising or represent direct solicitation. Some persons, such as attorneys, members of religious organizations, agents of health care groups, investment brokers, realtors and insurance representatives, may seek to present information to the public at the library about their organization, its services or the issues with which it deals. Although this information may be of value or general interest, the underlying purpose of these programs is to gain community recognition of the person and/or the business by which they profit. The library does not allow programs of this kind. Such individuals may be asked to partner with the library and present part of a balanced presentation on their topic. (Refer Meeting Room Policy to this paragraph).

G. Circulation (loan) Service

1. Circulation System. By agreement, the Cleveland Heights-University Heights Public Library participates in CLEVNET, a circulation consortia and online public access catalog of the Cleveland Public Library that includes libraries in 10 counties in Northeast Ohio.
2. Registration. Anyone who lives, works, owns property or goes to school in the state of Ohio is eligible, with proper identification, to borrow materials from the library. A borrower's card shall be free of charge. Registration for a child under 16 years of age shall be signed by a custodial parent or legal guardian presenting proper identification.
3. Confidentiality of Library Records. Circulation records and any other library records that identify the names of library users with specific materials or information requests are confidential in nature and are protected by section 149.43 of the Ohio Revised Code. Except as noted below, these records or any information from the records shall not be given to, or made available to, any individual or group or any agency of state, federal or local government except pursuant to such court order or subpoena as may be issued under the authority of federal, state or local law relating to civic, criminal or administrative discovery procedure or legislative investigatory power. If any such order or subpoena is issued, the library will comply after the library's officers have consulted with their legal counsel to determine: a) if such documents are in proper form, and b) if there is showing of good cause for their issuance. If the documents in question are not in proper form, and/or if good cause is not shown, the Library's officers will insist that any defects be

corrected complying with the requests. However, exigent circumstances, such as life and death situations or matters involving public health or safety, may require an immediate decision. In such cases, the Director or Deputy Director, or if they are not available, the staff member in charge of the building, should be contacted. If a library record or patron information pertaining to a minor child is requested by the minor child's parent, guardian or custodian, the library staff shall make that information available in accordance with division (B) of section 149.43 of the Ohio Revised Code.

The 2001 USA Patriot Act expands federal law enforcement's surveillance, seizure and investigative powers. Within the library, this could mean that a search warrant might be used to obtain information. A search warrant can be executed immediately whereas a subpoena allows a period of time to respond and possibly contest the court's request. Please refer to the library's Privacy Statement, found on the library's Web site, for further information.

4. Borrowing Regulations

- a. The Board shall receive monthly reports of the items circulated within the system.
- b. Borrowing privileges shall be limited or denied when large fines or other charges are unpaid at this library or other libraries participating in CLEVNET.
- c. Materials may be returned to any library in Ohio.
- d. Reserved Material. If specifically requested material is owned and cataloged, or on order within the system, a hold may be placed on it. If it is not owned, an attempt will be made to borrow it from another library via interlibrary loan, if feasible. When material is available, notification shall be by telephone, mail or email. Most materials not on reserve for another customer may be renewed.
- e. Overdue Materials. A limited fine shall be charged for overdue materials. A borrower may be notified when library materials are overdue. When necessary an additional fee will be charged if accounts are turned over to a collection agency.
- f. Golden Buckeye Cards. Senior Citizens possessing a Golden Buckeye Card shall not be charged fines.
- g. Lost and Damaged Materials. The borrower is responsible for materials charged out from the library on his/her card. Charges for damages or losses shall be based upon the replacement price of the materials.

5. Length of Loans.

The majority of the materials of the library shall circulate for a period of 21 days. Newer materials may circulate for only one or two weeks. (See Appendix for Loan periods). The library's circulation and renewal periods may be found on the library's Web site.

Materials borrowed from other libraries may have different loan periods.

- a. Vacation Loans. Materials may be loaned to borrowers planning holidays away from the city for a period not to exceed four months.
- b. Teacher Loans. A collection of books may be charged to a teacher for a period of 42 days (six weeks). No fines are charged for children's materials.

SERVICE AND ADMINISTRATION POLICIES

BOARD OF TRUSTEES

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS PUBLIC LIBRARY

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Cleveland Heights–University Heights Public Library

Guidelines for Fines and Charges

Philosophically, the Board of Library Trustees believes the library should provide information equally to all persons, regardless of their ability to pay for that information. Additionally, the Board supports the premise that no additional costs should be placed on library services within the limitations of the library's funding.

The Cleveland Heights–University Heights Public Library has two primary sources of financial support: our portion of the Public Library Fund a small portion of the state's General Fund revenue specifically allocated to public libraries; and three continuous property tax levies, one for 4 mills that began collection in 1992, one for 1.9 mills that began collection in 2000 and the last that began collection in 2009 for 1.9 mills. These levies specifically support this library within the Cleveland Heights–University Heights School District.

Several statements can be made which serve to further clarify these guidelines:

- Borrower's cards are available free upon presentation of proper identification. A replacement fee will be collected if a borrower's card is lost;
- Borrowing any of the library's circulating materials is free of charge. A fee is charged if materials are lost, damaged or are returned after the date upon which they were due;
- The library's non-circulating materials (i.e., microforms, reference books, most newspapers) may be used in the library by anyone. A fee is charged to anyone wishing to make copies so that the information may be taken out of the library;
- Use of the library's meeting rooms for non-profit groups is generally free within the developed guidelines;
- A typewriter is available at the Lee Road Library for use by our customers. There is no charge for use but supplies are not provided;

Printers are connected to most library computers used by the public to access the Internet and electronic databases and for word processing, spreadsheet programs, etc. There is a charge for some printing.

As approved by the Board of Library Trustees, June 20, 1994
Revised March 19, 2001
Revised May 19, 2003
Revised March 19, 2007
Revised April 21, 2008
Revised April 20, 2009
Revised April 19, 2010
Revised May 16, 2011
Revised April 16, 2012

Cleveland Heights–University Heights Public Library

Fines and Charges

Item Type	Loan Period	Number of Allowed Renewals	Can this item type be reserved?	Fines per day
Audio Books	3 weeks	5	Yes	\$0.10
Book Kits	3 weeks	5	Yes	\$0.10
Books	3 weeks	5	Yes	\$0.10
Books on CD	3 weeks	5	Yes	\$0.10
CDs	3 weeks	5	Yes	\$0.10
DVDs	1 week	2	Yes	\$0.10
New DVDs	1 week	0	No	\$0.10
E-Books	3 weeks	0	Yes	\$0.10
Magazines	1 week	5	No	\$0.10
MP3 Audiobooks	3 weeks	5	Yes	\$0.10
Potamus Packs	3 weeks	0	No	\$0.10
Puppets	3 weeks	5	No	No fines*
Puzzles	3 weeks	5	No	No fines*
New Books	2 weeks	0	No	\$0.10
Blu-Ray	1 week	0	No	\$0.10
Playaways	3 weeks	5	Yes	\$0.10
Playaway Views	1 week	0	No	No fines*
Interlibrary loan material	Varies**	0	Yes	\$1.00
Tablets and eReaders				
Nook	2 weeks	0	No	\$5
Kindle	2 weeks	0	No	\$5

*no fines are charged for any children's materials.

Customers will be billed for the cost of a replacement for items six weeks overdue. Anyone who has items more than 10 weeks overdue and a balance of \$25 or more in fines will be referred to a Collection Agency. A \$10 collection agency service fee will be added to the fine record. The complete balance must be paid before borrowing privileges are reinstated.

As approved by the Board of Library Trustees, June 20, 1994

Revised March 19, 2001

Revised May 19, 2003

Revised March 19, 2007

Revised April 21, 2008

Revised April 20, 2009

Revised April 19, 2010

Revised May 16, 2011

Revised April 16, 2012

Cleveland Heights–University Heights Public Library

Internet Access Policy and Guidelines for Use of Library Workstations

Background/Philosophy

“The Cleveland Heights-University Heights Public Library: Opening doors, opening minds.”¹
The library provides open access to the Internet as an integral part of this mission.

The Internet is a worldwide computer network that provides easy access to an enormous and growing body of information. The resources available on the Internet expand the library’s information services well beyond traditional collections and electronic resources. In providing community access to the Internet, the Cleveland Heights–University Heights Public Library enhances its existing collection in size and depth, and provides the opportunity for any citizen to utilize the exciting resources on the Internet.

Not everyone currently has or can afford access to the Internet in their homes or businesses. The library can “level the playing field” by providing everyone with open access to this valuable information resource. Even those who can afford access may need it only intermittently and may not wish to pay for it on a regular basis. Others use the library’s facilities because the access is much faster than that available to them at home or office. Still others know that information can be found there, but prefer to rely on experienced, trained library staff to assist them with their searches.

Intellectual Freedom/Right to Privacy

The same standards of intellectual freedom, privacy and confidentiality endorsed by the Cleveland Heights–University Heights Public Library for traditional resources and services also apply to electronic media, including usage of the Internet.

The library has a policy of open access to all parts of its collections, including access to the Internet, and usage is not restricted by age. Supervision is the responsibility of parents, guardians or caregivers. Use is not prioritized by information need because everyone’s information need is important to him or her, and it is not restricted by residency. However remote access to some electronic databases is restricted by residency.

The library seeks to protect the First Amendment rights of its customers and their individual right to privacy. However, Internet users must be sensitive to the fact that workstations and

¹ Mission Statement of the Cleveland Heights–University Heights Public Library, approved by the Board of Library Trustees, July 18, 2005.

personally owned wireless devices are located in public areas and, therefore, images on the screen and at public printers are subject to view by a wide audience.

The workstations owned and operated by the Cleveland Heights–University Heights Public Library, as well as any wireless device that connects to the Internet through the library’s network and that is used on library property, will be used for educational, informational and recreational purposes only; they may not be used for unauthorized, illegal or unethical purposes. Customers may not send, receive or display text or graphics that may be construed as obscene under Section 2907.07, or harmful to juveniles under Section 2901.31, of the *Ohio Revised Code*.

The library has created a privacy statement as a part of its web site. It is recommended that customers refer to this for further clarification of their rights to privacy while using our web site.

Information Disclaimer

The Internet offers open access to information, ideas and commentary from around the world and a vast array of tools and resources for different age levels and points of view. However, not all sources on the Internet provide information that is accurate, complete, current or legal. The Cleveland Heights– University Heights Public Library does not endorse the viewpoints or vouch for the accuracy of information obtained through the Internet. The library does not monitor and has no control over the information accessed through the Internet and cannot be held responsible for its content. Most definitely, some resources and destinations contain material that some customers will find personally offensive or inappropriate for children.

The library, through its participation in Cleveland Public Library’s automation system (CLEVNET) and the Ohio Public Library Information Network (OPLIN), can and does recommend interesting and useful destinations and resources for our customers to explore. These sites, indexed by subject area or source of information, can be found through the “Do Research” section of the library’s home page as well as through the “Homework” section of the library’s site for children, *PotamusPlace.org*.

Care should always be taken to protect personal information, such as names, telephone numbers and credit card information, when using the Internet.

Use of the Internet by Children and Teens

Potamus Place, and our teen site, *Heights Teen Spot*, are designed by library staff to bring together those sites believed to be useful to young children and teens. But as with all library materials, parents, guardians and caregivers are responsible for their children’s use of the Internet. Library staff does not control the Web sites that children and teens may select on the Internet. Parents/guardians are strongly encouraged to work with their children to develop acceptable family rules of Internet use. Parents/guardians and children are also encouraged to read *Child Safety On the Information Highway*, jointly produced by the National Center for Missing and Exploited Children and the Interactive Services Association, and *Teen Safety on the*

Internet. These publications are available as links with this *Policy* or by going to www.safekids.com/child_safety.htm or www.safeteens.com. Use of the Internet by juveniles is governed by *Ohio Revised Code* Sections 2907.31 and 2907.01 (E) available at information desks in all our buildings and on the Web.

The Board of Library Trustees has approved installation of software designed to filter sexually explicit content on selected Internet workstations in the children's areas of our buildings. The Board recognizes that such filtering software is far from perfect; it does allow some inappropriate content to pass through and can block appropriate sites from view. The Board also believes that having filtered workstations available presents parents with a choice for their children not possible with either all workstations filtered or with no filters at all.

It is the parent or guardian who sets family standards and values and, therefore, the library cannot usurp that right nor assume that responsibility. The Internet, since it should be no different than TV and movies, books and magazines, is a marvelous opportunity for parents/guardians to hold discussions with their children about their family's standards. We strongly recommend that parents/guardians work with their children when they are using the Internet.

Workstations in adult areas also may have filtering software installed. We recognize that some adults desire this for their personal use. These workstations are clearly marked.

Printing

The library provides 10 pages of black and white printing free, followed by \$.10 per page thereafter. Color prints are provided with 10 free pages and \$.50 per page thereafter. Wireless printing is available in all of our buildings.

Downloading

Customers may download information from the Internet to their own USB "flash drives" available for purchase at each branch. Users should not expect library staff to make copies for them nor to know the specifics of how particular e-mail accounts work. Under no circumstances may a user download or save anything to the hard drive of any library workstation or to a network drive unless specifically designated. The library assumes no responsibility for damage to diskettes, personal portable USB storage devices or non-library computers that may result from downloading files from the Internet.

Use of the Workstations

The library does not limit the number of individuals using a single workstation because we recognize that group work can be a valuable learning experience. However, if a group creates a disturbance to the effective use of the library by others, they will be asked to correct their behaviors, disband, and/or leave the building, as appropriate.

Although some Internet workstations in our buildings may be scheduled in advance for two-hour periods, many workstations are available on a first-come basis. The number of these workstations accessing the Internet is limited so we expect customers to be considerate of others. Time on the Internet is limited to 30 minutes when others are waiting.

A few workstations in each building are configured only for access to the library's online catalog and electronic databases. They are clearly marked.

Customers should notify library staff immediately if they experience any problems with the library's equipment or software.

Under no circumstances may customers use their personal software on the library's workstations or network. Other than personal portable USB storage devices, headphones, customers may not use their own equipment on the library's workstations. All of our Internet workstations are equipped with sound cards. Customers are asked to keep the volume low so as not to disturb the use of the library by others. Under no circumstances may customers remove privacy devices from the library's PCs. Doing so may result in a loss of computer privileges. Should a device need to be removed as a visual accommodation, staff will be happy to do so. For library network security reasons, personally owned laptop computers, PDA's, or other Internet-ready devices shall not be connected to the Internet utilizing any of the connections provided by the Cleveland Heights-University Heights Public Library. However, wireless access to the Internet is available in all of our buildings.

Instruction

Providing instruction in how to use and evaluate informational resources is part of the library's role. This is certainly true with the Internet. For many of our customers traveling the Internet is a new and exciting experience.

Staff will devote a *reasonable* amount of time assisting individual library users with the Internet where needed. They cannot devote large amounts of time to each customer because staff scheduled for floor duty are handling many information requests from many individuals.

Regular programs, demonstrations and hands-on sessions on the use of the Internet and specific computer software are provided by the library staff. One-on-one sessions may be scheduled at any of our branches. Please ask us for more information.

Copyright

Materials obtained on or copied from the Internet may be subject to laws that govern making reproductions of copyrighted works. A work protected by copyright may not be copied without permission of the copyright owner unless the proposed use falls within the definition of "Fair Use." Customers are responsible for compliance with all international, national and state laws governing copyrighted materials.

Indemnification

Through the library's Web site, we provide links to specific sites selected by staff because of their useful content. These follow the same selection policies in place for other informational and/or recreational resources provided by the library. However, all Internet resources may contain material of a controversial nature. Our customers choose which electronic materials and sites they access on the Internet. The library cannot protect them from information that might be considered offensive or inaccurate. It remains the responsibility of the user—or the user's parent, guardian, or caregiver in the case of minors—to determine what is appropriate.

Because the customer is the selector in using the Internet by making individual choices and decisions, customers shall comply with all age restrictions governing access to specific sites, as limited by the content provider, to usage by persons 18 or 21 years of age or older.

Some commercial databases on the Internet require a fee. These fees are the responsibility of the customer; they are not the responsibility of the library.

In no event shall the Cleveland Heights–University Heights Public Library have any liability for lost profits or for any direct or indirect special, punitive, or consequential damages, or any liability to any third party, even if the library is advised of the possibility of such damages, arising from use of its connection to the Internet.

Misuse of the electronic resources of the library or of Internet access, whether through a library-owned workstation or a personally owned wireless device, shall result in the loss of computer privileges for the customer.

This *Internet Access Policy* will be reviewed by the Board of Library Trustees at least yearly at a regularly-scheduled meeting.

The purpose of this *Internet Access Policy* is to insure the best use of and access to the Internet for the greatest number of our customers. This policy is subject to change as necessity dictates.

Web Site Privacy Statement

Our Commitment to Privacy

Protecting your privacy is very important to the Cleveland Heights-University Heights Public Library. This notice explains the steps we have taken and what your choices are in this effort. We make this notice easy to find on our homepage and everywhere we request information from you.

Confidentiality of Library Records

We support the laws of Ohio, which tell us that most library records are confidential and are protected. We will not make any information about you or your use of library services or materials available to anyone or any group except:

If there's a subpoena, search warrant or courts order...

We will provide information to law enforcement personnel if presented with a court order, search warrant or subpoena. If a court order, search warrant or subpoena is issued, before complying, the library will consult legal counsel to assure the document is in proper form.

If it's an emergency situation...

Special circumstances, such as emergencies involving public health/safety, may require an immediate decision. In such cases, the Director, Deputy Director or other designated staff member will be contacted, and legal counsel will be consulted when possible.

If a parent/guardian wants information...

The laws of Ohio require a library to provide information about a minor child to her/his parent, guardian or custodian.

Does the "Patriot Act" Change Things?

Yes, somewhat. The 2001 USA Patriot Act expands federal law enforcement's surveillance, seizure and investigative powers. Within a library, this could mean that a search warrant might be used to obtain information. A search warrant can be executed immediately whereas a subpoena allows us a period of time to respond to and possibly contest the court's request.

Should library records be requested under the USA Patriot Act, the law states that in certain circumstances, library staff **cannot** inform the person about whom the information is requested, **cannot** speak to co-workers, the media or other government officials about the inquiry. Such requests, should they occur, may only be reported to the appropriate higher authority within the library.

To What Information Do These Rules Apply?

All information you supply to the library, whether in person in one of our buildings or online, would be covered by these guidelines. This might include items such as:

- Name, address, city, state, zip code and e-mail address;
- Home and/or work phone number;
- Library card number;
- Date of birth, gender;
- Special notes and/or comments, including choice of username and password for account access;
- Preferences to receive or not receive special event notifications;
- Name of school and grade and permission to contact school;

- Records of your library account, including materials you have borrowed or requested and are still outstanding;
- Other communications between you and the library.

We Never Sell Your Information

We do not sell information collected on our Web site to outside parties. We use return e-mail addresses to answer the e-mail we receive and to confirm online program and meeting room registrations. Mailing addresses are used to send program registration confirmation letters and to send literature advertising future library programs. Such addresses are not used for any other purpose and are not sold to outside parties.

Our Commitment to Your Security

We have put in place appropriate physical, electronic, and managerial procedures in an effort to safeguard and secure the information we collect to prevent unauthorized access, to maintain data security and to ensure the correct use of information. We cannot, however, guarantee that information we collect would never be accessed by unauthorized users.

This statement of privacy does not apply to e-mail and other electronic communications that you send and receive outside of this library via the Internet. On the Internet, there is no reasonable expectation of privacy.

Outside Web Sites

The library's Web site includes links to outside sites. Those sites, and any other you may choose to go to, may have different privacy statements and the library's Privacy Statement does not apply. The Cleveland Heights-University Heights Public Library is not responsible for protecting personal information gathered by outside Web sites.

Our Commitment to Children's Privacy

Protecting the privacy of minors is especially important to us. We urge parents to supervise their children's use of the Internet, especially when a child wishes to give out personal information online. Parents may wish to refer to *Child Safety on the Information Highway*, which is produced by the National Center for Missing and Exploited Children, as a further guide. It is available as a link to this *Policy* or by going to www.safekids.com/child_safety.htm. Some PCs in our buildings are filtered and can be identified as such, should parents prefer them.

Let Us Answer Your Questions

Should you have other questions or concerns about these privacy policies, please contact the Director at

(216) 932-3600, ext. 240 or send an e-mail to nlevin@heightslibrary.org.

Terms of Use Agreement

Welcome to our Web site. By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The term “Heights Library”, “us” or “our” refers to Cleveland Heights-University Heights Public Library, the legal name of the owner of the Web site. The term “you” refers to the user or viewer of our Web Site.

1. Acceptance of Agreement

You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

2. Proprietary Rights

The content, organization, graphics, design, compilation, magnetic translation, digital images, materials, conversion and other matters related to the Site are protected under applicable copyright and trademark laws and we retain all proprietary (including but not limited to intellectual property) rights thereto. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by Section 3 below, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of our right in such information and materials. Some of the content on the site is the copyrighted work of third parties.

3. Limited License; Permitted Uses

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site strictly in accordance with this Agreement, including without limitation Paragraph 4; (b) to use the Site solely for internal, personal, educational, scholarly, and non-commercial purposes; and (c) to print out and download information from the Site solely for internal, personal, educational, scholarly, and non-commercial purposes, provided that you maintain all copyright and other policies contained therein and comply with all copyright and trademark laws. No print out or electronic version of any part of the Site or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances, with the exception of arbitration pursuant to Paragraph 25 of the Agreement.

4. Restrictions and Prohibitions on Use

Your license for access and use of the Site and any information, images, materials, works or documents (collectively defined as “Content and Materials”) therein are subject to the following

restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted by Section 3 above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content and Materials retrieved from it; (b) use the Site or any materials obtained from the Site to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Site; (d) use any Content and Materials from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site; (f) make any portion of the Site available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture; (h) use any automatic or manual process to harvest information from the Site; (i) use the Site for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Site in a manner that violates any state or federal law, including, without limitation, those laws regulating email, facsimile transmissions or telephone solicitations; and (k) export or re-export the Site or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

5. Linking to the Site

You may provide links to the Site from another website, provided that (a) you notify us prior to providing a link to this Site, (b) you do not remove or obscure or harvest, by framing or otherwise, images, advertisements, the copyright notice, or other notices on the Site, (c) your site does not engage in, promote, or link to any sites engaging in illegal or pornographic activities, (d) you discontinue providing links to the Site immediately upon request by us, and (e) you do not link or shortcut to any Content or Materials or any page other than to the Cleveland Heights-University Heights Library Homepage at www.heightslibrary.org.

6. Registration

Certain sections of, or offerings from, the Site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Your registration must be done using your real name and accurate information. Each registration is for your personal use only. We do not permit (a) any other person using the registered sections under your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use.

7. Errors, Corrections and Changes

We do not represent or warrant that the Site or its Content and Materials, will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Site at any time without notice. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

8. Third Party Content

Third party content may appear on the Site or may be accessible via links from the Site. We are not responsible for and assume no liability for any third party content, including, without limitation, mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Site. You understand that the information and opinions in the third party content represent solely the thoughts of the author and is neither endorsed by us nor does it necessarily reflect our belief.

9. Unlawful Activity

Your use of this website is neither private nor secure, and may be monitored to the extent permitted by law. We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information, to the extent permitted by law.

10. Indemnification

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense related to your violation of this Agreement or use of the Site.

11. Nontransferable

Your right to use the Site is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.

12. Disclaimer

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND

NONINFRINGEMENT OF PROPRIETARY RIGHTS). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, VIRUSES, INACCURACIES, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION, CONTENT, MATERIAL, OR SERVICE, EXCEPT AS PROVIDED IN SECTION 13(b). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNATIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS, INFORMATION, CONTENT AND MATERIAL PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED.

13. Limitation of Liability

- a) We and any Affiliated Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (1) any errors in or omissions from the Site or any services or products obtainable therefrom, (2) the unavailability or interruption of the Site or any features thereof, (3) your use of the Site, (4) the content contained on the Site, or (5) any delay or failure in performance beyond the control of a Covered Party.
- b) You understand and agree that any downloading or obtaining of Contents, Materials, information or data through the use of this Site is done at your own discretion and risk. You will be solely responsible for any damages to computer systems or loss of data that results from the download of such Contents, Materials, information or data.
- c) THE AGGREGATE LIABILITY OF US AND THE AFFILIATED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE AND/OR THE PRODUCTS, INFORMATION, DOCUMENTS AND SERVICES PROVIDED HEREIN OR HEREBY SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.

14. Use of Information

We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy. All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, a "Submission") will forever be our property. We will not be required to treat any Submission as confidential, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations. Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

15. Third-Party Services

We may allow access to or advertise certain third-party product or service providers ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE.

16. Third-Party Merchant Policies

All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on any Merchant sites. We are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

17. Privacy Statement

Our Privacy Statement, as it may change from time to time, is a part of this Agreement. You must review this Privacy Statement by clicking on this link.

18. Payments

You represent and warrant that if you are purchasing something from us or from Merchants that

- (i) any credit information you supply is true and complete,

- (ii) charges incurred by you will be honored by your credit card company, and
- (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

19. Links to other Web Sites

The Site contains links to other Web sites. We are not responsible for the content, accuracy or opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

20. Copyrights and Copyright Agents

We respect the intellectual property of others and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b) A description of the copyrighted work that you claim has been infringed;
- c) A description of where the material that you claim is infringing is located on the Site;
- d) Your address, telephone number, and email address;
- e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f) A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- g) Our Copyright Agent for Notice of claims of copyright infringement on the Site can be reached by directing an e-mail to the Copyright Agent at webmaster@heightslibrary.org

21. Information and Press Releases

The Site contains information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

22. Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Content and Materials provided therein.

23. Statute of Limitations

Any cause of action by you with respect to the Site (and/or any information, documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose

or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 12 and Section 13.

24. Miscellaneous

This Agreement shall be treated as though it were executed and performed in Cleveland Heights, Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to conflict of law principles). The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. If any provision of this agreement is held illegal, invalid or unenforceable for any reason, that provision shall be enforced to the maximum extent permissible, and the other provisions of this Agreement shall remain in full force and effect. If any provision of this Agreement is held illegal, invalid or unenforceable, it shall be replaced, to the extent possible, with a legal, valid, and unenforceable provision that is similar in tenor to the illegal, invalid, or unenforceable provision as is legally possible. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement. The title, headings and captions of this Agreement are provided for convenience only and shall have no effect on the construction of the terms of this agreement.

25. Arbitration

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by us relating to Site operations and/or intellectual property, shall be settled solely by confidential binding arbitration in accordance with the commercial arbitration rules of JAMS (the Resolution Experts) applicable at the time the arbitration commences. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Cleveland Heights, Ohio. Each party shall bear its own attorneys' fees. Each party shall bear one-half of the arbitration fees and costs incurred through JAMS.

Approved by the Board of Trustees,
Cleveland Heights–University Heights Public Library March 19, 2007
Revised April 16, 2012

Cleveland Heights–University Heights Public Library

Property Disposal Procedure

It is the policy of the Cleveland Heights-University Heights Public Library to dispose of library materials, furniture and equipment that is no longer functional or useful. The Library adopts the following policy for the disposal of such library property.

When an item is fully depreciated or no longer has a useful value to the library, it will be removed from the inventory of the library and disposed of:

1. Books and other materials, no longer deemed appropriate for the collection, will be donated to the FRIENDS of the Cleveland Heights-University Heights Public Library for disposal through their regular book sales.
2. Computer equipment, no longer of use to the library, may be donated directly to the Cleveland Heights-University Heights City School District or other non-profit and/or charitable organization.
3. Furniture, no longer of use to the library, the depreciated value of which is less than \$300.00, may be donated by the library to a non-profit, charitable organization.
4. Items not covered by the above will be sold through auction or publicly advertised sale with any proceeds from such sale being deposited to the general fund of the library. Prior to such sale, the Fiscal Officer will prepare a list of those items to be included in the sale for approval by the Board of Library Trustees.
5. If an item is determined to have only marginal value or no value, or it does not sell through auction or publicly advertised sale, it may be sold or discarded to the best interest of the library.

The Fiscal Officer is authorized to accept trade-in allowances on any item of equipment being replaced or upgraded for which a trade-in allowance is offered.

In an instance where an item(s) of surplus inventory is determined by the Fiscal Officer to have unusual, historic or artistic value such item(s) may be referred to the Board for determination of value which determination may include the services of a professional appraiser or outside expert opinion.

Approved by the Board of Library Trustees, March 15, 1999
Revised April 16, 2012

Cleveland Heights–University Heights Public Library

Records Retention Policy

It is the practice of the Cleveland Heights-University Heights Public Library to retain certain records from year to year. Although the *Ohio Revised Code* does not set forth guidelines for public libraries, the Board of Trustees of the Cleveland Heights-University Heights Public Library, acting as the library’s Records Commission, adopts the following policy for records retention.

Records fall into two categories: Permanent and Non-Permanent. Retention of records may be in the form of electronic media, print, or tape. The following list shows the retention period of specific records, which is compiled from recommendations from the Auditor of State’s Office and the Ohio Historical Society.

Permanent:

- Annual Director’s Report
- Annual Financial Report to the State Auditor (CAFR)
- Annual Statistical Report to the State Library
- Audit Reports from the Auditor of State
- Board of Trustee Minutes
- Deferred Compensation Deduction Reports and Statements
- Dependent Benefit Coverage Forms
- Current Fixed Asset Inventories
- Historical Files
- Personnel and Annual Payroll Summary Reports
- PERS Records

Non-Permanent:

Retention Period:

Contracts:

Bids - Successful	4 years after project completion provided audited
Bids - Unsuccessful	4 years provided audited
Contracts, Leases, Grants	4 years after expiration provided audited
Insurance Policies/Bonds	4 years after expiration

Employee Files:

Accident Reports/Incident	4 years provided audited
Employee Personnel Files - including Leave requests (sick & vacation), W-2, W-4, I-9, IT-4, Workers Compensation claims, Emergency Contact forms.	10 years after termination

Employment applications	6 months active; 1½ years inactive, if not hired
Unemployment Compensation Claims	4 years after case closed and appeals exhausted provided audited

Financial:

Accounts Payable Ledger	3 years provided audited
Appropriation Ledger	3 years provided audited
Bank Deposit Receipts	3 years provided audited
Bank Statements	3 years provided audited
Budgets (Annual)	10 years
Canceled Checks	3 years provided audited
Cash Journals	3 years provided audited
Gift Donor Cards	3 years provided audited
Check Registers	3 years provided audited
Depository Agreements	Until superseded/audited
Invoices with Vouchers	3 years provided audited
Payroll Bank Statements	3 years provided audited
Payroll Tax Records	6 years provided audited
Petty Cash Reports	3 years provided audited
Purchase Orders	3 years provided audited
Receipt Journals	3 years provided audited
Time Sheets & supportive documents (i.e.: department schedules)	3 years provided audited
Travel Expense Vouchers	3 years provided audited

Legal:

Claims and Litigation Records	5 years after case is closed and appeals exhausted
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Library Materials:

Book Inventories	Maintained Online until superseded
Interlibrary Loan Records	7 days after materials are returned unless there are financial implications
Lost Book/Fine Records	Once paid for, removed from patron history

Miscellaneous:

Library Bulletins	30 days after obsolescence
Correspondence (Executive), including electronic mail	1-5 years if no historical value
Board Working Papers	3 years provided audited and no historical value
Form Files	Until expiration

Inventories	Until superseded
Position Descriptions	Until superseded or classification abolished
Patron information	Permanent, or 3 years if inactive.
Circulation Information	Maintained online until materials are returned

Regardless of format, computer back-ups of any of the above referenced records shall follow the same retention period as paper records.

“Provided audited” is defined as the Auditor of State’s office has audited the fiscal years encompassed and the audit report has been duly released.

This Policy will be reviewed by the Local Government Records Program of the Ohio Historical Society and the Records Officer of the Auditor of State.

Approved by the Board of Library Trustees, March 15, 1999
Revised April 19, 2010
Reaffirmed April 16, 2012

Cleveland Heights–University Heights Public Library

Meeting Room Guidelines

As a community gathering place, the library is pleased to make its Meeting Rooms available to the public under the following conditions:

- All Meeting Room Requests must be made **online, over the phone, or in person** at least two weeks in advance. Rooms can be reserved up to six months in advance. In the event that your reservation is made within two weeks, fees are due at the time of registration.
- All new meeting room customers must meet with the Library's Administrative Assistant. All contact information and documentation must be provided at that time.
- Applications are pending until approved by the library.
- Decisions on meeting room use are subject to review by the Board of Library Trustees. Library programs take precedence over all other scheduled meeting room events.
- Library meeting rooms will be made available at no charge to all non-profit 501(c) (3) organizations, ministerial organizations, or school-related organizations, or other groups approved by the director. Proper documentation of non-profit status must be presented **TWO WEEKS** prior to the event or your reservation will not be approved. Exceptions can be made at the discretion of the Director.
- Programs cannot constitute commercial advertising or represent direct solicitation. For more information see **SERVICE AND ADMINISTRATION POLICIES SECTION IV F**.
- For rooms being provided at no charge, all meetings must be free and open to the public.
- The use of rooms for a social purpose (birthday parties, wedding showers, family reunions, etc.) will be allowed for a fee of \$30 per hour per room.
- Groups using a library meeting room may charge a reasonable fee to recover the costs of materials, handouts, craft-making supplies, refreshments, etc. Documentation must be submitted detailing fees collecting at the event. Ten percent of the proceeds of anything collected as part of a Meeting Room program must be donated to the Friends of the Cleveland Heights-University Heights Public Library.
- All fees are due two weeks before the event. Fees will be returned only if cancellation is received at least 48 hours prior to event. If payment has not been received two weeks prior to the event, your reservation will be cancelled.
- Meeting Room payments can be dropped off at any of our Heights Libraries or mailed to:
Heights Libraries
Attn: Meeting Rooms
2345 Lee Road
Cleveland Heights, OH 44118
- **All meeting room activities must comply with our Code of Conduct.**

- Rooms and kitchenette must be left neat and clean. Tables and chairs may be moved to fit the user's needs, but must be returned to the original arrangement when done. Failure to do so will result in loss of room reservation privileges. All equipment must be in good working order.
- Applicants for room use must be 21 years of age and must be present to supervise all minor groups. Do not leave children unattended.
- The individual or group using the meeting room shall be responsible for any damage caused to the library.
- Non-library groups are solely responsible for publicizing the event. The use of the meeting rooms by non-library groups shall not be publicized in such a way as to imply library sponsorship.
- The library reserves the right to close in the event of an emergency and will refund all fees.
- All members of the groups must be out of the building before closing time.
- Groups must provide their own audio-visual equipment. The library assumes no responsibility for personal belongings.
- No alcoholic beverages, open flames, or smoking is allowed anywhere in the library.
- Meeting room attendees should be encouraged to park on the outer perimeter of the parking lots.

Cleveland Heights–University Heights Public Library

Capital Asset Policy

This policy is enacted to enable:

- The preparation of financial statements more closely resembling Generally Accepted Accounting Principles (GAAP)
- Adequate insurance allowances
- Control and accountability of all capital assets

Criteria for Capital Asset Capitalization

- The asset has a useful life of one (1) year or longer and
- The cost of is equal to or greater than \$500.00 singularly

Valuation

- Capital assets will be recorded at actual cost at the point purchase. Capital assets not previously recorded will be done so at fair market value.
- Capital assets that are donated to the library will be recorded at “thrift store” value, which are standards set by entities such as The Salvation Army and Goodwill, at the date of donation. Donations of new capital assets will be recorded at fair market value as evidenced by receipt or appraisal.
- Depreciation schedules will use date placed in service to record useful life valuation.

Classifications

- Land
- Land Improvements
- Buildings
- Building Improvements
- Furniture
- Equipment
- Vehicles
- Computers/Software

Capital Asset Management

The Fiscal Officer is appointed the Capital Asset Manager and is responsible for initiating procedures and recordkeeping of capital assets. All library employees have the responsibility to report damage, removal and or theft of capital assets to the Library Director and/or the Capital Asset Manager.

At the time of purchase, the Fixed Asset Manager will assign a numbered property tag to be affixed to all items in the Furniture and Equipment classification. This asset number will be used for identification and tracking purposes.

Requests for asset disposal must be completed and submitted to the Library Director and/or the Capital Asset Manager for consideration.

Transfers of asset location will be determined by the Library Director.

Approved by the Board of Library Trustees
December 19, 2011
Reaffirmed, April 16, 2012