

5. LIBRARY SERVICES AND PROGRAMS – INDEX

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5. LIBRARY SERVICES AND PROGRAMS

5.1 COMPUTER & INTERNET POLICY

INTENT

Computers and internet offer extensive access to information and, except for the restrictions below, the Library makes no attempt to monitor, control or restrict the content and type of material available via the internet. The selection policies that guide the Library for the purchase of written materials cannot be applied to the material available on the internet. The Library shall not employ any “blocking” software which could limit access to materials. “Blocking” software can be effective at stopping undesirable material and yet often restricts access to good and legitimate material.

The use of internet access at the library shall be governed by the policies and procedures approved by the Town of Morinville Library Board.

POLICY

As per Policy 6.6 Patron Conduct, unacceptable behaviour towards Staff, Volunteers, and any other occupants in the library shall not be tolerated.

Who Has Access

1. Any person(s) using public computers agree(s) to the Morinville Community Library’s ***Computer and Internet Access Agreement***.
2. Any person under the age of 16 must have informed permission from a parent or guardian recorded on file by a Library staff member.
3. Any person under the age of 13 must be accompanied by an adult.
4. Any person under the age of 9 must be supervised by an adult.
5. Proof of identification may be requested by Library staff. Access will be denied in the absence of proper identification.

Limitations/Restrictions

6. Within the library, library computers, wireless and personal devices shall not be used for:
 - a. any purpose which violates the Criminal Code of Canada, Federal, Provincial or International Law. Library staff may be required to report infringements which are of a criminal or public safety nature to the police;

- b. creating, propagating, storing and transmitting computer malware, adware or similar devices;
 - c. damaging, unlawfully modifying, and/or altering software programs or data on any database, file or system;
 - d. illegally accessing other computers, computer systems, networks, computer files, passwords, or data belonging to another person or legal entity;
 - e. impersonating another person;
 - f. making unauthorized copies of copyright, licensed or otherwise proprietary materials including but not limited to, software, data graphics, text or any other form or type of information;
 - g. accessing material that is profane, obscene, or pornographic, that advocates illegal acts, or that advocates hate, violence or discrimination towards other people or animals. A special exception may be made if the Director (and, in the case of persons under 18 years old, the person's parent or guardian) approves the purpose of such access.
7. Noncompliance with this policy shall result in library or computer and internet access privileges being revoked for a term to be determined by management.
8. Time limits for the public computers shall be determined and set by library staff.

Staff Support

9. Library staff's availability to give support on the public computers shall not exceed five minutes, unless time and duties permit. It is expected that persons accessing the public computers have some basic computer skills such as: using a mouse, familiarity with a keyboard and using a menu-based computer program. Staff are permitted to help with access to the Internet, offer searching suggestions, support the access and use of online library resources, and answer basic questions. These services will be offered as staff are available.
10. Library staff shall not offer any support where professional training, skills, expertise and education are required such as, but not limited to, counselling, HR topics, computer and devices technical support.
11. Appointments must be made where support for online library resources exceeds five minutes.

Liability

12. The Library is not responsible for damage to a person's electronic property, or for any loss of data, damage or liability that may occur from a person's use of the public computer.

13. Any damage caused to the Library's computer software or hardware, either with or without intent, by persons using the public computers will be the responsibility of that person or their legal guardian.
14. The Library is not responsible for the accuracy or quality of the information, programs or services obtained through the Internet. There is no warranty of any kind, either expressed or implied, that the information, programs or services are error-free or without defect.

5.2 HOURS OF SERVICE

POLICY

1. Hours of service of the Library shall conform as closely as possible to the needs of the community, with due consideration to limitations of budget and staffing.
2. Hours of operation shall be determined by the Board.

5.3 CONFIDENTIALITY OF USER RECORDS

POLICY

MCL and its Board and staff are subject to the *Libraries Act* and *Freedom of Information and Protection of Privacy Act* (FOIP).

1. Library board members, staff, and volunteers will only collect patrons' personal information when it is required for the purpose of delivering public library services.
2. No records are kept of a cardholder's item checkout history unless the cardholder has given written permission. If this record is kept, it is subject to disclosure with the cardholder's other records under the conditions described in points 3 and 6.
3. Library staff, board members, and volunteers will not disclose a patron's personal information or presence in the library to a third party without the individual's consent, except:
 - a. in response to a court order (e.g. subpoena, search warrant) or another request from a law enforcement agency to assist in an investigation. Library representatives are only required to disclose personal information to law enforcement officers upon presentation of a written court order; they are not required to comply with other requests;
 - b. in partnership with other Alberta libraries and library systems for the purpose of sharing material under conditions defined in existing resource sharing agreements and programs (e.g. interlibrary loan agreements, TAL Card, ME Libraries), collecting fees or fines, and retrieving borrowed materials. By signing the card application form, cardholders acknowledge that their contact information is available to other organizations for these purposes;
 - c. for the purpose of contacting next of kin or emergency response personnel in the case of an emergency.

4. Staff and volunteers are to keep the reading, listening, and viewing habits of individual patrons confidential.
5. Upon request, a library patron will be given access to all information concerning their records. Access to a patron's record is limited to that patron with the following exceptions:
 - a. in the case of a library patron twelve (12) years of age and under, complete access is also provided to the parent or guardian;
 - b. in the case of a library patron thirteen (13) to seventeen (17) years of age inclusive, access is also provided to the parent or guardian listed on file if the information is provided to aid in the retrieval of borrowed material or the collection of outstanding library charges;
 - c. in the case of a person with limited or no access to library facilities, access to their record will be provided to the person(s) noted in the patron record as assisting in the management of the care and return of library materials;
 - d. if the patron has given permission for someone else to access their records.

5.4 INTERLIBRARY LOANS & RESOURCE SHARING

POLICY

1. The Board shall ensure the library actively participates in resource-sharing programs and services, including but not limited to, the provincial interlibrary loan program, ME Libraries, and the TAL Card program.
2. Any charges incurred from materials borrowed outside the Province of Alberta shall be passed on to the patron.
3. The Board shall follow the TRAC Operational Guidelines and all resource sharing and interlibrary loan policies set by Public Library Services Branch.

5.5 REFERENCE & INFORMATION

POLICY

Staff may conduct reference transactions to assist members of the public in obtaining information they seek within budget and staffing constraints.

5.6 CUSTOMIZED LIBRARY SERVICES & OUTREACH

POLICY

The Library will provide customized library services and outreach to accommodate the library needs of the elderly, handicapped, homebound, and print disabled patrons within budget and staffing constraints.

5.7 MATERIAL REPLACEMENT

POLICY

1. Replacement of lost or damaged material differentiates between MCL material and material borrowed from other resource-sharing sources. In either case the patron must communicate immediately with Library staff when material is lost or damaged.
 - a. If the material originates outside of the MCL's ownership the patron will be charged the value set by this resource-sharing source.
 - b. For MCL material that is lost or damaged, the patron has two options where a replacement is available.
 - i. Patrons can replace the material at their own expense, in the same format as the lost or damaged material within a timeline that is acceptable to the library staff; or
 - ii. The library will replace the material and charge the patron the price stated in the item record.
2. If a replacement is not possible, patrons will be charged the price as stated in the item record.
3. Overdue charges accrued up to the item being declared lost or damaged still apply.

5.8 COMMUNITY PROGRAMS

DEFINITION

A community program is a program that has identified goals that align with the MCL Library Plan of Service (POS), benefits the community and is open to the public.

POLICY

The Library shall focus on offering/hosting programs which reflect and support the current POS.

LIBRARY PROGRAMS:

- Where library management deems appropriate, attendance may be limited to MCL cardholders only.
- The Director determines the charge for program attendance when necessary.

PARTNERSHIPS:

- The Library shall endeavor to partner with individuals, groups and agencies offering community programs to co-ordinate activities that align with the POS as determined by library management. Partnerships shall be approved by the Director.
- Partnerships are subject to budget, room availability and staff capacity.
- The *Room Use Agreement Form* (Section C) shall be signed by all parties, as well as the Partnership Agreement, where the partners' respective responsibilities will be listed.

- In case of conflict between library use and community use the Director will have final say.

5.9 PROGRAM ROOM BOOKINGS

Guidelines for room occupancy shall be followed:

SPACE WITH CHAIRS AND TABLES – 20

SPACE WITH CHAIRS – 25

The MCL welcomes the use of its program room. The library has one room that is used for library and library-related programs and meetings but is also available for rent by individuals, groups, and organizations. All rentals will be subject to the terms defined by this policy.

1. Use of the program room is subject to Policy 4-Library Facilities and By-Laws of the Board.
2. Use of the program room by an individual, group, or organization does not constitute endorsement by the Board of that individual, group, or organization's beliefs or policies. Activities must not contravene the *Criminal Code of Canada, Provincial Rules & Regulations, Municipal By-Laws, or Town of Morinville Library By-Laws and Policies*. The Director reserves the right to refuse a booking.
3. Promotional materials must not imply or suggest that the library is endorsing the purpose of the room use and must contain the following disclaimer: *This program/event is not sponsored by the MCL and the Library carries no responsibility for its content.*
4. The program room may be rented out for private functions (case by case) depending on availability.
5. Room bookings will be confirmed upon receipt of full payment and the completed agreement form. Bookings cancelled prior to 1 week before the rental date will be charged a 10% administration fee. Bookings not cancelled, or cancelled less than one week before the rental will be charged the full rental cost.
6. Cancellations may be made for any reason with the approval of library management with a full refund of all fees paid in advance by the renter. Where possible, alternate dates will be proposed.
7. The room must be clean and left in the same condition as upon entrance or fees for excessive cleaning will apply. Any damage to the MCL building and/or its equipment must be repaired, replaced or reimbursed at the renter's expense.
8. The MCL is not responsible for injuries or personal articles left, damaged or stolen.
9. Storage space is not provided.
10. Tables and chairs will be provided by library staff. The set up and cleaning of the room is the responsibility of the renter. Keys to the facility shall not be provided.

11. Library equipment must remain in the library building and cannot be rented out. Equipment is to be set up and taken down by library staff only.
12. Persons using the program room are subject to all library rules and regulations. Any vandalism, rowdy behaviour or extended use of allotted time may be subject to additional charges or loss of privileges.
13. Library staff is responsible for enforcing policies related to the use of library facilities and providing equipment support, but the library is not responsible for the running of events in rented space. The renter is responsible for the behaviour and safety of its associated individuals, which must align with library policy.
14. A representative of the organization eighteen (18) years of age or over must sign a rental agreement stating they have read the policy and agree to its terms and by signing assume full responsibility and liability for the function and those involved.

APPROVED BY BOARD

REVIEW Date: _____

Board Chair Signature

Date

LIBRARY SERVICES AND PROGRAMS APPENDIX 5A

FORM 5.1 – COMPUTER AND INTERNET ACCESS AGREEMENT

- I understand that the Internet access is provided free of charge, except for printing costs.
- For minors under 13 years of age:
 - I understand I must have a parent or guardian with me every time I want to use the Internet terminal.
- For minors under 16 years of age:
 - I understand that I must have a parent or legal guardian, ~~sign this Internet Access Agreement.~~
- I agree to respect the time limits and the scheduling of time slots (ask the librarian for more details.) The Internet access is on a first-come, first-serve basis, although time slots can be pre-booked for research and exams. This time will be forfeited if I am late.
- I understand that I must meet accepted standards of behaviour while using the Internet terminal:
 - I agree not to use profanity or obscenity.
 - I agree to respect copyright laws and rules.
 - I agree to avoid using the Internet terminal to access material that is profane or obscene, that advocates illegal acts, or that advocates violence or discrimination towards other people.
 - I agree not to use the Internet terminal for illegal access to other computers, computer systems, networks, computer files, passwords or data, nor to introduce viruses to this or any other computer.
 - I agree to avoid damaging the Library's hardware or software.
 - I agree not to represent myself as another person.
- I understand that I will be responsible for any cost incurred as a result of my Internet activities. This includes any damage to the hardware or software, either with or without intent.
- I recognize that using the Internet terminals is a privilege that can be revoked or suspended if any of the above rules are broken.
- I understand that the staff may require proof of age.
- I understand that I am expected to have some basic computer skills.
- I understand that if I use my own computer disk in the library computers, I will be responsible for any damage it may cause to the software or hardware of the computer terminal.
- I understand that the Morinville Community Library is not responsible for:
 - loss of data, damage or liability that may occur from using the Internet terminals;
 - the accuracy or quality of the information or programs obtained on the Internet;
 - accidental or intentional accessing of objectionable material.
- For parents: as a parent or guardian of a user who is a minor, I recognize that the Internet is unregulated and cannot be regulated. I agree to instruct my minor dependent in standards for acceptable use. If there are areas of materials I do not wish my child to access, I will outline those areas for my child and hold them responsible for upholding the standards I set. I will not expect the staff to supervise, limit, censor, or regulate my child beyond the scope of the rules listed above. I will be responsible for any hardware or software damage caused by my child in the course of using the library's equipment. If my child is under 13 years old, I agree to ensure that a responsible adult will accompany them and provide direct supervision.

SECTION A - Booking Form

Purpose of Booking/Room Use:

Meeting Training Other _____ (please describe)

	Day(s) Required	Date Required	Start Time	End Time	# of Participants
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
	Sunday				
Equipment Required			Rental Charges		
	Chairs: total number			Included in room rental fee	
	Tables: total number			Included in room rental fee	
	Coffee/tea			\$	
	Smart Board			\$	
	Laptop			\$	
	Damage Deposit		\$ 200		
	Total charges		\$		

Bookings cancelled prior to 1 week before the rental date will be charged a 10% administration fee of room rental charge. Bookings not cancelled, or cancelled less than 1 week before the rental, will be charged the full rental cost for room rental charge. ___ initial

Name: _____

Address: _____

Telephone: Home: _____ Cell: _____

Email: _____

The person signing this agreement must be eighteen (18) years of age or over and by signing this contract, assume full responsibility and liability for the function and those involved.

Renter Signature Print Name Date

STAFF USE ONLY

Booking confirmed: _____ Yes _____ No _____ *staff initial*

Payment received: Cash Cheque Debit Credit

Damage Deposit: Cash Cheque Debit Credit

Date: _____ Staff Name: _____

The information on this form is collected under Section 33 of the Freedom of Information and Protection of Privacy Act (FOIP) and is used solely for purposes relating to the Morinville Community Library. If you have any questions, please contact the Information Management/FOIP Coordinator for the Morinville Community Library at 10119-100 Avenue, Morinville, AB T8R 1P8 or (780-939-3292).

SECTION B - Rental Rates: ***all prices include GST*

	Within Library Hours	Outside of Library Hours Monday – Sunday
1 HOUR	\$30	\$40/hour
4 HOURS	\$75	
8 HOURS	\$100	

	COST PER RENTAL
Smart Board	\$50
Laptop	\$30
Computer lab (10 laptops includes mice, cords, mouse pads)	\$300 includes \$50 staff setup and take down
Coffee/tea includes cream/sugar/cups	\$20

Equipment must remain in the library building and cannot be rented out.

Equipment is to be set up and taken down by library staff only.

SECTION C – ROOM USE AGREEMENT FORM

This use agreement is governed by Policy 4. Library Facilities, Policy 5.9 Program Room Bookings, and the By-Laws of the Town of Morinville Library Board.

Guidelines for room occupancy shall be as follows:

SPACE WITH CHAIRS AND TABLES – 20

SPACE WITH CHAIRS ONLY – 25

1. Use of the meeting room by an individual, group, or organization does not constitute endorsement by the Library Board of that individual, group, or organization's beliefs or policies. Activities must not contravene the Criminal Code of Canada, Provincial Rules & Regulations, Municipal By-Laws, or Town of Morinville Library By-Laws and Policies. The Library Director reserves the right to refuse a booking. _____ initial
2. Promotional materials must not imply or suggest that the library is endorsing the purpose of the room use and must contain the following disclaimer: *This program/event is not sponsored by the Morinville Community Library (MCL) and the Library carries no responsibility for its content.* _____ initial
3. The program room may be rented out for private functions (case by case) depending on availability. _____ initial
4. The MCL is a non-smoking, non-vaping facility except for cultural practices. Alcohol consumption is not permitted in the meeting room except under special arrangements to be discussed with library management and with proof of a valid liquor license.
5. Room bookings will be confirmed upon receipt of the full payment and completed agreement form. Bookings cancelled prior to 1 week before the rental date will be charged a 10% administration fee of room rental charge. Bookings not cancelled, or cancelled less than one week before the rental will be charged the full rental cost for room rental charge _____ initial
6. Booking cancellations by the library may be made for any reason at the discretion of library management with a full refund of all fees paid in advance by the renter. Where possible, alternate dates will be proposed. _____ initial
7. The room must be clean and left in the same condition as upon entrance or fees for excessive cleaning will apply. Any damage to the MCL building and/or its equipment must be repaired or reimbursed at the renter's expense. _____ initial
8. The MCL is not responsible for personal injuries or articles left, damaged or stolen. _____ initial
9. Storage space is not provided. _____ initial
10. Tables and chairs will be provided by library staff. The set up and cleaning of the room is the responsibility of the renter. Keys to the facility shall not be provided. _____ initial
11. Library equipment must remain in the library building and cannot be rented out. Equipment is to be set up and taken down by library staff only. _____ initial
12. Persons using the program room are subject to all library rules and regulations. Any vandalism, rowdy behaviour or extended use of allotted time may be subject to additional charges or loss of privileges. _____ initial
13. Library staff is responsible for enforcing policies related to the use of library facilities and providing equipment support, but the library is not responsible for the running of events in rented space. The renter is responsible for the behaviour and safety of its associated individuals, which must align with library policy. _____ initial

- 14. The library uses live and recording security cameras to help ensure the safety of its staff and patrons. By renting library space the renter understands that security recordings are taking place and may be used internally or by law enforcement, if necessary, as determined by the Director. _____initial
- 15. A representative of the organization eighteen (18) years of age or over must sign a rental agreement stating that they have read the policy and agree to its terms and by signing assume full responsibility and liability for the function and those involved. _____initial
- 16. Damage deposit of \$200 refunded upon inspection Booking / Room Use Form. _____initial

I have read and agree to the terms of the MCL Room Use Agreement. _____initial

Renter Signature

Print Name

Staff Signature

Print Staff Name

Date

The person signing this agreement must be eighteen (18) years of age or over and by signing this contract, assume full responsibility and liability for the function and those involved.

The information on this form is collected under Section 33 of the Freedom of Information and Protection of Privacy Act (FOIP) and is used solely for purposes relating to the Morinville Community Library. If you have any questions, please contact the Information Management/FOIP Coordinator for the Morinville Community Library at 10119-100 Avenue, Morinville, AB T8R 1P8 or (780-939-3292).

SECTION D – INSPECTION CHECKLIST FORM

1. Program Room Cleanliness Checklist:

- Garbage and recycling have been placed in the collection bins.
- Tables, chairs, and counters are clean.
- Floor is clean.

Comments if an item is not checked:

2. Program Room Damage Checklist:

Before

Completion

Are any tables or chairs broken?	NO	YES	NO	YES
Is there any obvious damage to the floor?	NO	YES	NO	YES
Are there any rips, deep scratches, or holes in the wall?	NO	YES	NO	YES
Are there any deep scratches or holes in the doors?	NO	YES	NO	YES
Are any windows broken?	NO	YES	NO	YES
Is any of the equipment damaged?	NO	YES	NO	YES
Are the cabinet doors, counters, drawers damaged?	NO	YES	NO	YES
Is the fridge damaged?	NO	YES	NO	YES
Is the dishwasher damaged?	NO	YES	NO	YES

Comments if you answered NO to one of the above questions:

3. Damage Deposit To Be Refunded: Yes No

Renter Signature _____ Date _____

Staff Signature _____ Date _____