

# MILibraryCard Guidelines for Participating Libraries

As a participating MILibraryCard library, the following guidelines are important to the success of this resource sharing program. (<http://www.milibrarycard.org/>)

## BACKGROUND

One of the greatest assets of Michigan is its many libraries. Access to their collections is one vital part in assuring that participating libraries' residents can obtain the information they need.

The voluntary participation of a library in the MILibraryCard program provides another resource for many state residents. This is not a replacement for MeLCat. Through the increased availability of resources in participating libraries, library patrons have another avenue for access to information. Increased library access helps to enhance the positive image of Michigan libraries, as well as providing improved library services for participating libraries' residents.

The Suburban Library Cooperative, on behalf of the Michigan Cooperative Directors Association, provides the maintenance of the list of participating libraries and the production of the MILibraryCard stickers.

## PROVISIONS

- MILibraryCard is a voluntary program.
- All rules, guidelines and restrictions normally imposed by the local library will apply to persons presenting the MILibraryCard sticker on their local library card.
- The patron's home library will affix a MILibraryCard sticker to the individual library cards held by borrowers who are residents living in the library's legally established service area.
- Participating libraries MAY NOT issue a MILibraryCard sticker to any non-resident who does not live in their service area or provide financial support for the library.
- MILibraryCard cardholders must register at each library that they use.
- Printed materials will be made available to MILibraryCard borrowers. Local library policies may permit the loaning of other types of materials as determined by the participating library.
- MILibraryCard cardholders will not be charged a non-resident fee when borrowing printed materials from participating libraries.
- There will be no reimbursement for lost materials to libraries. Payment is the responsibility of the patron..
- There will be no reimbursement for postage costs associated with returning materials to another participating library.

## **LIBRARY ELIGIBILITY**

- Eligible libraries include:
  - a public library;
  - an academic library;
- To be eligible to participate in the MLibraryCard program, libraries must meet all of the following criteria:
  - Have one or more paid library staff;
  - Have a regular schedule of library services;
  - Have a dedicated facility for library purposes;
  - Have an annual budget with funds reserved for library materials and services.
- Libraries wishing to participate must approve the MLibraryCard Reciprocal Borrowing Agreement with authorized representative signature(s) and return it to the Suburban Library Cooperative.
- Libraries wishing to withdraw from the program must provide a Board Resolution with authorized representative signature(s) stating their intent to withdraw and return it to the Suburban Library Cooperative at least 60 days prior to withdrawal.

## **REQUIREMENTS - CARD ISSUANCE**

- The local library issuing a MLibraryCard sticker should obtain the following information, if not already listed in their patron file:
  - Borrower's name, address, zip code and phone number or information that adheres to local library policy.
  - Borrower's driver's license, Michigan ID card or other photo identification. An adult parent or guardian should sign for children under age 18 (or the library will follow its own local policies for such cases).
  - Assign a specific future expiration date, if appropriate.
  - Affix the MLibraryCard sticker to the local library card.

## **REQUIREMENTS - CIRCULATION**

- Participating libraries will lend printed materials to MLibraryCard participants. Some libraries may loan other types of resources if their local policies permit.
- The rules of the lending library will apply to any loans made through the MLibraryCard program.

## **REQUIREMENTS - RETURN OF MATERIALS/OVERDUES**

- Printed materials should be returned to the library from which they were borrowed. However, if they are returned to another participating library, the returning library must return items to the lending library. Postage will not be reimbursed.
- Overdue notices will be prepared by the lending library and sent directly to the MLibraryCard borrower.
- The lending library may charge an overdue fine to a MLibraryCard borrower for late returns to their library. The overdue charges are levied at the rate set by library policy.
- The lending library shall notify the MLibraryCard cardholder's home library when the final overdue notice is sent. The home library that issued the MLibraryCard sticker is expected to contact the borrower and strongly urge compliance with the request to return the borrowed material. To comply with the Michigan Library Privacy Act, a lending library may not disclose information that links a person's name to the description of the loaned materials. The library can be provided with a material type and number of items overdue.
- If materials are still not returned, the participating home library may suspend borrowing privileges on the borrower's MLibraryCard for:
  - Non-return of overdue materials.
  - Refusal to pay the overdue fines.

- In all cases, the **individual borrower** is responsible for overdue materials, overdue fines and for lost or damaged materials.

#### **REQUIREMENTS - CONTINUED SERVICES**

- All participating libraries must continue to maintain local services, programs and collections. The MLibraryCard program cannot be used by a library to reduce, or not improve, the level of local services due to its participation.
- The MLibraryCard program shall not infringe upon or affect any existing contractual agreements in the participating library's service area. Residents of contract service areas are eligible for a MLibraryCard only while the contract is in force.

#### **SUBURBAN LIBRARY COOPERATIVE RESPONSIBILITIES**

- The Suburban Library Cooperative, on behalf of the Michigan Cooperative Directors Association, will provide coordination of the MLibraryCard program and shall:
  - Produce MLibraryCard stickers that can be purchased at cost by participating libraries in groups of 100.
  - Produce a PDF of participating libraries that can be printed off of the website.

#### **DISPUTE RESOLUTION**

- Disputes between patrons and participating libraries will be handled by the participating libraries.
- Disputes between participating libraries relating to this program shall be settled by the Michigan Cooperative Directors Association.
- In the event that a participating library is found to be in violation of the MLibraryCard Reciprocal Borrowing Agreement, the library's participation in the program can be revoked by the Michigan Cooperative Directors Association.

## MILibraryCard Reciprocal Borrowing Agreement

The \_\_\_\_\_ Library, hereafter referred to as LIBRARY, agrees to participate in the MILibraryCard program and abide by the MILibraryCard Guidelines for Participating Libraries.

The LIBRARY will purchase MILibraryCard stickers through the Suburban Library Cooperative and affix them to the local library cards for residents of the legally established service area.

The LIBRARY understands that it will not be reimbursed for postage or lost/damaged materials that are not paid for by the residents of participating libraries.

The LIBRARY will provide borrowing privileges for its print materials to participating libraries' residents that have a local library card with the MILibraryCard sticker affixed to the card.

The LIBRARY will return materials to other participating libraries should the materials not be returned directly to the owning library.

The LIBRARY will notify the Suburban Library Cooperative in writing if it intends to withdraw from the program at least 60 days in advance.

To the fullest extent permitted by law, the LIBRARY agrees to defend, pay on behalf of, indemnify, and hold harmless the Suburban Library Cooperative and the Michigan Cooperative Directors Association, its elected and appointed officials, employees and volunteers and others working on behalf of the Suburban Library Cooperative and the Michigan Cooperative Directors Association against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Suburban Library Cooperative and the Michigan Cooperative Directors Association, its elected and appointed officials, employees, volunteers or others working on behalf of the Suburban Library Cooperative and the Michigan Cooperative Directors Association which arises out of or is in any way connected or associated with this agreement.

DATE: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

RETURN FORM TO: SUBURBAN LIBRARY COOPERATIVE, 44750 DELCO BLVD., STERLING HEIGHTS, MI 48313