

SUFFOLK COOPERATIVE

LIBRARY SYSTEM

Resource

Sharing

Code

ADOPTED 6/84

REVISED 12/85; 5/87; 6/89; 4/94; 5/96; 6/99; 7/02

SCLS RESOURCE SHARING CODE

TABLE OF CONTENTS

	Page
I. DIRECT ACCESS.....	1
A. Member Library Responsibilities	
1. Eligibility: Materials and Patrons	
2. Responsibility for Recovery of Materials	
3. Delinquency Submission Procedures	
4. Notice of Consequences to Delinquent Patron	
5. Clearance Procedures	
6. Fines and Charges	
7. Loan Period	
8. Certification of Delinquency Status	
9. Statistical Reporting of Direct Access Usage	
10. Return Procedures	
11. Loan of Non-Print Materials	
B. SCLS Responsibilities	
1. Delivery of Materials	
2. Maintenance of Delinquency List	
3. Tabulation of Overall Usage Statistics	
4. Setting of Minimum Fee for Contract Areas	
II. INTERLIBRARY LOAN.....	4
A. Member Library Responsibilities	
1. Eligibility: Materials and Patrons	
2. Lost Material Responsibility	
3. Loan Period and Its Extension	
B. SCLS Responsibilities	
III. SYSTEM-WIDE SERVICES.....	5
A. SuffolkNet	
IV. MAINTENANCE OF UNION CATALOG.....	5
A. Member Library Responsibilities	
B. SCLS Responsibilities	

V. CODE OBSERVANCE AND REVISION	5
A. Member Library Responsibilities	
B. SCLS Responsibilities	
APPENDIX I	6
Sample Notification Letters	
APPENDIX II	7
Delinquency Notification	
Lost Book Claims	
Sample Delinquency Notification Form (DA1)	
APPENDIX III	10
Contract with Unserved Area	
1. Minimum Contract Fee	
2. "Local Use Only" Card	

SCLS RESOURCE SHARING CODE

(Adopted July 1, 1984; revised 12/4/85; 5/31/87, 6/30/89, 4/6/94, 5/1/96, 6/2/99, 7/18/01, 7/17/02)

I. DIRECT ACCESS

A. Member Library Responsibilities

1. Member libraries of the Suffolk Cooperative Library System (hereinafter referred to as SCLS) agree to make the total print resources of their collections, including paperbacks and pamphlets, available to any borrower possessing a valid full service borrower's card in good standing issued by any member library of SCLS. A full service borrower's card is a card issued by any member library to a resident of a community within the library's chartered service area or a borrowers card issued by any member library to a non-resident as part of a library service contract as defined in Appendix III. The following restrictions apply to direct access borrowing at the discretion of each library:
 - a) Materials which do not circulate locally by reason of their inclusion in a special collection may be withheld from circulation to direct access borrowers.
 - b) Any material which is in high demand at the local library may be withheld from circulation to direct access borrowers.
 - c) Materials which have been in a library's collection less than one year may be withheld from circulation to direct access borrowers.
 - d) A library may restrict direct access borrowing by residents of any individual library service area if this borrowing exceeds 2% of its annual circulation to local patrons or if its direct access circulation in the aggregate exceeds 7% of its local circulation. (See Appendix I for sample notification letters.) The SCLS direct access samples and the library's annual circulation for the previous year as reported on the annual report to New York State shall be the basis for such a determination. Local circulation shall be defined for this purpose as the sum of a library's annual circulation plus the number of books borrowed by its resident card holders through direct access during the last sample period minus the number of books lent by the library to residents of other communities through direct access during the last sample period.

- e) Each member library may suspend the borrowing privileges of any delinquent direct access borrower, who after notice, fails to return overdue library material or who fails to pay any fines or charges levied by reason of this borrowing.
2. Each member library agrees to accept the initial responsibility for the recovery of any materials it lends through direct access borrowing. If materials are not returned to the lending library after due notice, each member library agrees to accept financial responsibility for materials not returned by its patrons borrowed through direct access.
3. Each member library agrees to submit to the home library and to SCLS the name of any direct access borrower who, after due notice, has failed to pay for or return materials borrowed from that library. This submission is to be made only after the material has been overdue for at least four months and less than one year, unless that patron owes materials valued at \$100.00 or more. In such cases, the library agrees to notify the home library and SCLS immediately so that such patron's name may be added to the Delinquency List and the patron stopped at the home library at once. Direct access borrowers names shall not be placed on the list for failure to return material other than materials eligible for direct access or for failure to pay fines. Names of direct access borrowers who refuse to pay charges for material damaged beyond repair should also be reported to the list for inclusion. (See Appendix II, for detailed procedures and sample forms.)
4. Each member library agrees to notify the delinquent borrower that borrowing privileges will be denied by all the member libraries of SCLS until the borrower returns the material outstanding or makes restitution to the library. (See Appendix II, Form DA1.)
5. Each member library agrees to notify SCLS when a delinquent borrower it has placed on the list pays for or returns the overdue material. Only the lending library can clear the delinquent patron's name from the county-wide Delinquency List. If a patron returns direct access material long overdue and the lending library has already been reimbursed, the lending library may choose to accept the item or its cost from the patron. After acceptance, the lending library must refund the reimbursement previously received.
6. Each member library agrees that fines and charges for direct access borrowing will be the same as those levied for local borrowing.

7. Each member library agrees that the loan period for direct access borrowing will be the same as that used for local borrowing.
8. As the need arises, each member library agrees to acknowledge to other member libraries the delinquency status of its own patrons.
9. Each member library agrees to tabulate direct access borrowing statistics on forms to be supplied by SCLS and to supply these statistics to SCLS by the deadline requested.
10. Each member library agrees to accept for return to the home library through the SCLS delivery any material belonging to an SCLS member library. The patron retains responsibility for all materials until accepted by a member library.
11. Each member library may, at its option, lend non-print materials to direct access patrons. The policies and procedures as detailed in Section A. 1-10 shall apply.

B. SCLS Responsibilities

1. SCLS agrees to be responsible for the delivery of materials belonging to SCLS member libraries that have been returned to other member libraries. SCLS agrees to be financially responsible for any materials lost in transit, provided that the lending library submits appropriate documentation to SCLS.
2. SCLS agrees to maintain and update a delinquency list of borrowers who have failed to return materials borrowed through direct access in accordance with paragraph I. A. 3. It agrees to furnish copies of this list on a regular basis to each member library.
3. SCLS agrees to tabulate direct access statistics reported to it by its member libraries and to provide, upon request, a copy of this tabulation to each member library annually.
4. SCLS agrees to establish a minimum contract fee which must be charged to any unserved contracting area if the residents of that contracting area are to be eligible for direct access, interlibrary loan and other county-wide privileges. These fees shall be reviewed each year by SCLS and updated based on the formula in Appendix III of this document.

II. **INTERLIBRARY LOAN** (ILL procedures are found in the Interlibrary Loan Manual issued separately.)

A. Member Library Responsibilities

1. Member libraries of the Suffolk Cooperative Library System agree to make available the resources of their collections, as detailed in the SCLS Interlibrary Loan Manual, to other member libraries for loan to any patron possessing a valid full service borrower's card in good standing.

A full service borrower's card is a card issued by any member library to a resident of a community within the library's chartered service area or a card issued to a non-resident as part of a library service contract as defined in Appendix III.

2. Each member library agrees to be responsible for materials borrowed by it through interlibrary loan for its patrons and to make every effort to recover these materials and to pay any costs incidental to their loss.
3. Each member library agrees to honor the loan period for interlibrary loan materials stipulated by the lending library and to honor any use restrictions imposed by the lending library.

Each library agrees that the loan period for interlibrary loan materials set by the lending library may be extended for one week at the discretion of the borrowing library to compensate for time expended in delivery and notification.

B. SCLS Responsibilities

SCLS agrees to be responsible for the delivery and return of materials borrowed through interlibrary loan. It agrees to be financially responsible for any interlibrary loan materials lost in transit, provided that the lending library submits appropriate documentation to SCLS.

III. SYSTEM-WIDE SERVICES

- A. System-wide services, such as patron Internet accounts through the SuffolkNet Internet Gateway, shall be available only to patrons of fully participating libraries in the SCLS Service Program holding a full service borrower's card in good standing, as defined above.

IV. MAINTENANCE OF UNION CATALOG

- A. Member Library Responsibilities

Each member library agrees to furnish the SCLS Union Catalog with a copy of the bibliographic record of each title added or withdrawn from its collection.

- B. SCLS Responsibilities

SCLS agrees to maintain and update a union catalog of materials held by the member libraries of the SCLS as required by Commissioner's Regulation 90.3(h) and to provide access to this catalog to the member libraries as circumstances permit.

V. CODE OBSERVANCE AND REVISION

- A. Member Library Responsibilities

Each member library agrees that as a member of SCLS it will be bound by the terms of this agreement and by the terms of any subsequent agreement which is modified according to the provisions of paragraph V. B.

- B. SCLS Responsibilities

SCLS agrees that it will review the Code annually for the purpose of recommending to the member libraries any necessary changes in the Code. It agrees that any recommendations for changes to the Code are to be made to the member library Boards of Trustees and that no changes in the Code will be implemented without prior agreement of the Boards of Trustees of two-thirds of its member libraries.

APPENDIX I

SAMPLE NOTIFICATION LETTERS

1. Suggested wording which may be included in a letter between libraries advising overuse of direct access.

As per Direct Access Policy originally adopted July 1, 1984, and last amended July 17, 2002 by the member libraries of the Suffolk Cooperative Library System, the _____ (loaning) Library is hereby notifying the _____ (borrowing) Library that its patrons have been found to account for (no.) % of our circulation. Therefore, direct access borrowing privileges are being restricted for all patrons of the (borrowing) Library and by the (loaning) Library in the following manner:

“TYPE AND TIME FRAME OF RESTRICTIONS IN EFFECT”

2. Suggested wording of a contract between libraries which allows continued direct access usage in an overuse situation or restores borrowing privileges restricted due to direct access overuse. Such an agreement should be signed by Board Presidents of both libraries.

This letter contract serves as an agreement between the _____ library and the _____ Library whereby in consideration of the payment of \$ _____ (per item loaned; annually; any other local variation desired) the patrons of the _____ Library are, during the length of this agreement, allowed to borrow various materials (may be specified) from the _____ Library.

Signed _____ Library and
_____ Library

APPENDIX II

DELINQUENCY NOTIFICATION

1. Notification of direct access delinquency should be included on Form DA1 which the lending library submits to the delinquent patron's home library for notification purposes and SCLS for inclusion on the County-wide Delinquency List. This is to be done for any unreturned reimbursable item for which said patron has refused to reimburse the library. Bills should be submitted only after the material is overdue for at least four months, but not more than one year.
2. Unless otherwise agreed to by the libraries involved, materials loaned on Direct Access and unreturned should be reimbursed on the following basis:
 - a. If in-print, at full current retail price listed in *Books in Print* or similar source.
 - b. If out-of-print, the last known publisher's price listed in *Books in Print* or a similar source, or the price the library paid or billed. If the latter price seems excessive, this may be subject to negotiation between SCLS and the member library.
 - c. If out-of-print and price cannot be documented, or the library does not wish to or cannot verify it, payment will be at \$25.00 per volume for hard bound fiction, \$35.00 per volume for hard bound non-fiction, \$8.00 for paperback books.
3. When a patron clears a delinquency, a clearance notice in the form of a photocopy of Form DA1, must be sent to SCLS and to the home library clearly stamped "paid" and signed by a staff member (under the staff member's typed name). If a library uses a receipt form, a photocopy of the library's signed receipt for payment of the lost book will be acceptable when submitted with Form DA1.
4. Uncleared names will be dropped from the delinquency list after three years.

LOST MATERIALS CLAIM

Claims for payment for lost material for which another library's patron has refused to pay must be accompanied by the following documentation:

- a. Documentary evidence that the material was actually loaned to the specified patron including the date of the loan.
- b. Documentary evidence that the library attempted to recover the material through routine overdue procedures.
- c. Documentary evidence that the patron was billed for the lost material.
- d. Documentary evidence that the library notified the borrower of the consequences of the borrower's failure to return the material or make restitution for it.

NOTE: Any combination of the above may be incorporated in a single document in some charging systems.

SAMPLE

DIRECT ACCESS DELINQUENCY NOTIFICATION (Form DA1)

TO: Patron name and full address
Home library of patron:
Patron ID#:

FROM: Library name and full address (rubber stamp suggested)

DATE: _____

SUBJECT: Failure to return borrowed materials

On _____ (date) you borrowed the following materials from the library listed above and failed to return them or make proper restitution for them despite notification of the payment required.

List materials

This letter serves as official notification that your borrowing privileges have been withdrawn from all public libraries in Suffolk County until the material listed above has been returned or restitution made to the library. Material must be returned within six months or the library at its discretion, may choose to require full payment to restore borrowing privileges.

YOU MUST BRING THIS LETTER WITH YOU WHEN YOU SETTLE THIS ACCOUNT.

Signed _____
For: (name and title of person authorized to withdraw
borrowing privileges)

(Library Stamp)

DA Delinquency Notification
Form DA1

APPENDIX III

CONTRACTS WITH UNSERVED AREAS

1. A minimum contract fee equal to the average county per capita support must be charged if the residents of the contracting area are to be eligible for the direct access privilege. Cards issued as a result of a contract costing less than this amount must be stamped "LOCAL USE ONLY"

If a contracting library's zone per capita support exceeds the county average by more than 10%, the contract rate can be the zone per capita average support, rather than the county average. Contracting districts will pay the rate applicable in the zone where they are located, not where the supplying library is located.

SCLS shall establish the "average per capita support" each year based on the most recent budget information available. The fee is recalculated each year and becomes effective July 1.

2. Libraries may enter into contracts to provide library service to an otherwise unserved area for less than the standard per capita amount detailed above, but patrons of such a contracting area are not eligible for direct access, interlibrary loan or county-wide services, and cards issued to them must be stamped "LOCAL USE ONLY".