

COMPILED POLICIES Adopted or Affirmed November 12, 2009

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.) will comply with the Americans With Disabilities Act in the delivery of services, programs, and activities by making reasonable accommodations, such as the removal of architectural, transportation, and communication barriers; the changing of rules, policies, and practices; and, the provision of auxiliary aids or services for the enhancement of communication with people with hearing or sight impairments, when such accommodations will enable people with disabilities who meet essential eligibility requirements to participate in the full library program.

That all contracts entered into by the UPRLC, Inc., which shall result in the delivery of services, programs, and activities, shall include a requirement that such services, programs, and activities be delivered without discrimination on the basis of disability, in a manner consistent with the Act and its rules.

That the UPRLC, Inc. designates its Board President, as the person responsible to coordinate compliance with the Act and to investigate any complaint against the UPRLC, Inc. alleging noncompliance with the Act.

That a procedure for the prompt resolution of complaints against the UPRLC, Inc., alleging noncompliance with the Act, shall be adopted by the UPRLC, Inc. and that a description of the procedure shall be available for the public.

Procedure For Compliance With The Americans With Disabilities Act

Any person may bring an internal complaint regarding the accessibility of programs, services, activities of the Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.). This process is intended to comply the Americans With Disabilities Act of 1990 (P.L. 101-336).

Any person with a disability or associated with a person having a disability may file a Program Accessibility Complaint with the Cooperative. The complaint may be made by writing to the UPRLC's ADA Coordinator, who shall be the UPRLC Board President.

PROCEDURE FOR FILING THE COMPLAINT

The following information must be supplied in writing:

1. Name, address, phone number of person making the complaint;
2. Brief description of the incident or circumstance, which is the reason for the complaint;
3. Date, time, location of the incident or circumstance;
Description of how the UPRLC, Inc. has unfairly discriminated on the basis of disability; and,
4. The change, correction, remedy, action or relief sought by the person making the complaint.

PROCEDURE FOR RESPONDING TO THE COMPLAINT

Within three (3) working days of the receipt of the complaint, the UPRLC, Inc. shall arrange a conference with the person making the complaint. The conference must take place within six working days of the ADA Coordinator's receipt of the complaint. Before and after the conference, the ADA Coordinator shall investigate the complaint and examine actions which the UPRLC, Inc. may take to address the complaint.

Within four (4) working days of the conference, the ADA Coordinator will inform the person making the complaint as to how the UPRLC, Inc. will respond, or whether the UPRLC, Inc. will take any action with respect to the complaint. This notice to the person making the complaint shall be in writing or in another permanent and effective means of communication and shall be mailed or delivered to the last known address of the person making the complaint.

If the person making the complaint finds the UPRLC, Inc.'s response to be unsatisfactory, he/she may, within five (5) working days of receipt of the UPRLC, Inc.'s response, appeal to the entire Board of Directors. A request for reconsideration must be made in writing and addressed to Board of Directors, Upper Peninsula Region of Library Cooperation, Inc., 1615 Presque Isle Ave., Marquette, MI 49855.

Within fifteen (15) working days, the Board must notify the person making the appeal of their decision and include a brief description of the reasons for that decision. This notice will be the final decision on the complaint.

At any time during this process, a complaint may be filed with the U.S. Department of Labor

**Office of Disability Employment Policy , U.S. Department of Labor
200 Constitution Ave., NW Washington, D.C. 20210**

1-866-487-2365 - Voice

1-877-889-5627 - TTY www.dol.gov

Anti-discrimination Policy

At a meeting of the governing board of the Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.) held on 12 November 2009, the Board affirmed its anti-discrimination policy. This anti-discrimination policy applies to persons served and employed by UPRLC, Inc.

Consistent with Department of Management & Budget Policy Number 1220.05, it is the policy of the UPRLC, Inc. to provide equal opportunities to all eligible persons to the extent required by applicable State and federal laws.

It is the policy of the board of the UPRLC, Inc. to provide equal membership, employment, and service opportunities to all eligible persons without regard to race, religion, color, national origin, citizenship, age, sex, marital status, parental status, sexual orientation, handicap, membership in any labor organization, political affiliation, and, for employment only, height, weight, and record of arrest without conviction. All service and personnel policies will be established and administered in light of this commitment.

The UPRLC, Inc. Board President will be in charge of monitoring compliance with the Board's policy on nondiscrimination in hiring.

CHECKS ISSUED POLICY

Checks for over \$100. issued by the Upper Peninsula Region of Library Cooperation, Inc. shall be signed by two UPRLC, Inc. Board members.

The two signatures shall be required, except for the following: payroll checks, bank loan payments, utility payments, purchase of services and products when payment is demanded at the time of purchase.

Checks issued without two signatures shall be co-signed on the file copy, with the exception of payroll checks.

Conflict of Interest Policy

SECTION 1. PURPOSE:

The Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.) is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of UPRLC, Inc. as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between UPRLC, Inc. and its board, officers, management employees, its Fiscal Agents and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, management employees, and its Fiscal Agents have the responsibility of administering the affairs of UPRLC, Inc. honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of UPRLC, Inc. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with UPRLC, Inc. or knowledge gained there from for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to directors and officers, but to all employees and Fiscal Agents who can influence the actions of UPRLC, Inc. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning UPRLC, Inc. .

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of board, officers, management employees, its Fiscal Agents with any of the following third parties:

1. Persons and firms supplying goods and services to UPRLC, Inc.
2. Persons and firms from whom UPRLC, Inc. leases property and equipment.
3. Persons and firms with whom UPRLC, Inc. is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting UPRLC, Inc.
6. Agencies, organizations. and associations which affect the operations of UPRLC, Inc.
7. Family members, friends, and other employees.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with UPRLC, Inc.

2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with UPRLC, Inc.
3. Receiving remuneration for services with respect to individual transactions involving UPRLC, Inc.
4. Using UPRLC Inc.'s time, personnel, equipment, supplies, or good will for other than UPRLC-approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with UPRLC, Inc. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of UPRLC, Inc. However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, management employees, its Fiscal Agents to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The UPRLC Board or a duly constituted committee thereof has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the UPRLC, Inc. Board President (or if he/she is the one with the conflict, then to the Board Treasurer), who shall bring the matter to the attention of the Board or a duly constituted committee thereof. Disclosure involving directors should be made to the Board President, (or if he/she is the one with the conflict, then to the Board Treasurer) who shall bring these matters to the Board or a duly constituted committee thereof.

The Board or a duly constituted committee thereof shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to UPRLC, Inc. The decision of the Board or a duly constituted committee thereof on these matters will rest in their sole discretion, and their concern must be the welfare of UPRLC, Inc. and the advancement of its purpose.

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are termed “affiliated persons” and include the following: a. your spouse, domestic partner, child, mother, father, brother or sister;
b. any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and c. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME: (Please print)

2. CAPACITY: _____ board of directors
 _____ executive committee
 _____ officer
 _____ committee member
 _____ fiscal agent
 _____ staff (position): _____

3. Have you or any of your affiliated persons provided services or property to UPRLC, Inc. in the past year?
_____ YES _____ NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

4. Have you or any of your affiliated persons purchased services or property from UPRLC, Inc. in the past year?
_____ YES _____ NO

If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which UPRLC, Inc. was or is a party?
_____ YES _____ NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

6. Were you or any of your affiliated persons indebted to pay money to UPRLC, Inc. at any time in the past year (other than travel advances or the like)?

____ YES ____ NO

If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from UPRLC, Inc. or as a result of your relationship with UPRLC, Inc. that in the aggregate could be valued in excess of \$100, that were not or will not be compensation directly related to your duties to UPRLC, Inc.?

____ YES ____ NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving UPRLC, Inc.?

____ YES ____ NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by UPRLC Inc.'s Board or a duly constituted committee thereof in accordance with the terms and intent of UPRLC, Inc.'s conflict of interest policy?

____ YES ____ NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

I HERBY CONFIRM that I have read and understand UPRLC, Inc.'s conflict of interest policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify UPRLC, Inc. Board President or Treasurer immediately.

Signature

Date

National Risk Management Center www.nonprofitrisk.org
Minnesota Attorney General's Office

CREDIT CARD POLICY

The Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.) will maintain corporate credit card(s) with reasonable credit limits for the purchase of goods and/or services for the official business of the UPRLC, Inc..

The UPRLC, Inc. Treasurer and other fiscal agents the Treasurer shall designate may use the UPRLC, Inc.'s credit card. The employee using the credit card must submit credit card receipts to the Treasurer or to a fiscal agent.

The employee issued the card is responsible for its protection and custody and shall immediately notify both the credit card company or bank and the UPRLC, Inc. Treasurer or Fiscal Agent if the card is stolen or lost. Misuse of the corporate credit card will be subject to disciplinary action. Disciplinary measures consistent with law shall apply for unauthorized use.

The total combined credit card limit shall not exceed 2.5% [5% is \$13,400 this year] of the UPRLC, Inc.'s Automated Library Services budget for the current fiscal year.

The Treasurer of UPRLC, Inc. is responsible for accounting, monitoring and overseeing compliance of this policy.

Gift Policy and Disclosure Form

As part of its conflict of interest policy, the Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.) requires that board, directors, officers, fiscal agents, and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with UPRLC, Inc. or are a competitor of it.

This policy and disclosure form is intended to implement that prohibition on gifts.

Section 1. “Responsible Person” is any person serving as a board member, director, officer, fiscal agent, or employee of UPRLC, Inc.

Section 2. “Family Member” is a spouse, domestic partner, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

Section 3. “Contract or Transaction” is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to UPRLC, Inc. is not a “contract” or “transaction.”

Section 4. Prohibited gifts, gratuities and entertainment. Except as approved by the Chairman of the Board or his designee or for gifts of a value less than \$50 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

1. Does or seeks to do business with UPRLC, Inc. or,
2. Does or seeks to compete with UPRLC, Inc. or,
3. Has received, is receiving, or is seeking to receive a Contract or Transaction with UPRLC, Inc.

GIFT STATEMENT

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

Signature

AG: 514781,v. 01

Date

*National Risk Management Center www.nonprofitrisk.org
Minnesota Attorney General's Office*

INVESTMENTS POLICY

The Board of UPRLC, Inc. delegates to its Treasurer, acting as an Investment Officer, the authority to manage and control the UPRLC, Inc.'s funds and property. It is the policy of the UPRLC, Inc. to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the UPRLC, Inc. and conforming to all laws governing the investment of public funds.

The Investment Officer shall establish a written procedure of internal controls to regulate investment activities, which will be subject to an annual independent review by an external auditor. The Investment Officer shall rely on the continuing effect of this resolution until or unless it is specifically amended or rescinded by a future resolution of the UPRLC, Inc. Board.

This policy applies to all financial assets of the UPRLC, Inc. which are accounted for in the UPRLC, Inc.'s annual audit.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probably safety of their capital as well as the probable income to be derived. The Investment Officer shall invest surplus funds of the UPRLC, Inc. in financial institutions qualified under PA 20 1943 as amended through 31 December 1997. Investments are limited to

- Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
- Certificates of deposit of a bank which is a member of the Federal Deposit Insurance Corporation and which is qualified, under PA 20 1943 as amended through 31 December 1997, to be a depository of surplus state funds.
- The Board will approve annually a list of financial institutions that qualify investment purposes.
- All security transactions entered into by the UPRLC, Inc. shall be on a cash (or delivery vs. payment) basis. Securities may be held in a safe deposit box under the name of the UPRLC, Inc. or by a third party custodian designated by the Investment Officer and evidenced by safekeeping receipts. An external auditor shall confirm investments annually.

The Investment Officer shall produce an annual investment activity report for the Board of Directors.

UPRLC, Inc. Procedure for Investment of Funds

The Investment Officer shall present a list of qualified financial institutions to the Board of Directors at its annual meeting for approval.

Each time funds are available for investment, an opportunity to bid competitively shall be presented to each financial institution on the list of qualified institutions. The selected bid shall be that which pays interest with the highest annual yield.

Securities will be kept either in a safe deposit box under the name of the UPRLC, Inc. or its Fiscal Agency or by a third party custodian designated by the Investment Officer and evidenced by safekeeping receipts. Release from safekeeping or access to a safe deposit box shall require two signatures, one of which shall be the Investment Officer's signature.

Investment duties shall be segregated in the following manner:

- (a) The person who initiates and approves the transaction and the person who records the transaction in the general ledger shall not be the same person.
- (b) The person who records the transaction in the general ledger shall not be responsible for physical custody of the securities, nor shall he/she have access to the securities.

The investment program shall be integrated with the cash management program. All investment transactions shall be entered monthly into the general ledger.

The annual investment activity report presented to the Board of Directors shall list each investment, with the amount of investment, date of acquisition, the financial institution, maturity date, and interest rate.

Internet Safety Policy

UPRLC Board re-adopted their own Internet policies and added further statement of compliance with the Superiorland Library Cooperative Internet policy as both institutions share same headquarters building. Documents adopted by the UPRLC Board at Annual Meeting September 25, 2008 at Peter White Public Library and affirmed at UPRLC Board meeting 12 Nov 09

FILTERING

All public and staff computers will be filtered in compliance with the Children's Internet Protection Act. Staff computers will have the Windows Internet Explorer Content Advisor filter enabled to find rating labels assigned by the Internet Content Rating Association and block sites rated for inappropriate images.

Staff and adult public computers may be disabled on a case by case basis when staff or adults are engaged in bona fide research. Some examples of staff research include, but are not limited to

- * Administration of filtering software;
- * Research in response to a member library or a patron's query for a subject search through the Reference and Interlibrary Loan service.

Staff or a public computer user may ask the library director or the library network administrator to review and unblock any site if it is not obscene, does not contain child pornography, and is not harmful to minors as defined by CIPA and the library's Internet policy.

No employee or Fiscal Agent will disclose, use, or disseminate personal identification information regarding minors.

**SUPERIORLAND LIBRARY COOPERATIVE
Computer and Internet Acceptable Use Rules and Regulations**

The Superiorland Library Cooperative will enforce a policy of Internet safety that includes the operation of a technology protection measure on each of its computers with Internet access that protects against access to visual depictions referenced in the Children's Internet Protection Act. Filtering will be disabled for adults engaged in bona fide research or other lawful purposes. The Superiorland Library Cooperative shall not disclose, use, or disseminate personal identification information regarding minors.

---adopted at a public meeting with notice by the Superiorland Library Cooperative Board of Directors, April 19, 2002.

Library patrons (and their parent/guardian, when a library patron is under the age of 18 years old) are expected to read these rules and regulations and sign in the appropriate places in the Internet Account Agreement to indicate their understanding of and promise to abide by the rules and regulations. Patrons will not be permitted to use the Internet and/or library computers, network programs, or technology facilities prior to the return of a signed Patron Internet Account Registration Agreement.

The Patron Internet Account Registration Agreement is only effective for one year. After one year, a new Agreement will have to be signed by the library patron (and their parent/guardian, when a library patron is under 18 years old).

Appropriate use of library computers and related technology shall always reflect honesty, ethical and moral responsibility, and show restraint in the consumption of shared resources. Appropriate use demonstrates respect for intellectual property, ownership of data, system security mechanisms, and for individuals' right to privacy and rights to freedom from harassment, intimidation, and unwarranted annoyance.

I understand that:

1. My use of the library's computers or Internet connection is a privilege, subject to revocation at any time and for any violation of this agreement or any of the provisions contained herein.

2. Anything I place on the Internet or other computer network via e-mail, Usenet news, Internet relay chat, the World Wide Web or other technologies is representative of the library, my community, and the library and community's image.

3. The library's computers and Internet resources are intended for the exclusive use of authorized and registered users. Patrons are responsible for the use of their account/password and/or access privilege. Any problems which arise from the use of a patron's account are the responsibility of the account holder. Use of an account by someone other than the registered account holder is forbidden and may be grounds for loss of access privileges.

4. The library's computers and Internet resources are intended for the private use of authorized and registered users. Any use of the library's computers and Internet resources for commercial, for profit, or other unauthorized activities (i.e. advertisements, political lobbying, software distribution), in any form, are expressly prohibited.

5. I will be given an individual account, which will allow me to use my library's computers and the Internet. If my library offers me e-mail access, or the ability to store and publish my own web pages, I must apply for such access using a separate form.

6. Librarians on duty will be the judge of the value or appropriateness of my use of my account.

7. The library reserves the right to monitor my account, electronic files, and Internet access for appropriateness of the language and images I look at or use, without my prior consent.

8. The library reserves the right to monitor any e-mail messages sent and received from the library's computers for appropriateness of the language and images I look at or use, without my prior consent.

9. The library reserves the right, in order to preserve the integrity or operational state of the network, to look at, without my prior consent, any data or files of mine that exist on the system and to monitor the system resources and storage space used by files and data.

10. The library reserves the right to remove any files on the system without prior notification to system users.

11. I (and my parents/guardian if I am a minor) will be informed whenever I am found in violation of the Patron Internet Account Registration Agreement.

12 I have the privilege of using my account as long as my use is within the limits of these rules and regulations, other library policies, rules, and applicable local, state, and federal laws.

13 The library receives its Internet Access from Merit Network, Inc. I understand that the Internet Service Provider's Acceptable User Policies may be incorporated into this Patron Internet Account Registration Agreement by reference. I may view the ISP's policies on line at <http://www.merit.edu/mn/about/policies-acceptableuse.html>

14 I (or my parents/guardian if I am under 18 years-of-age) may have to reimburse the library for any costs or damages that result from misuse or damage that occurs while I am, or anyone else is, using my account.

15 I must immediately report to a Librarian on duty if I receive obscene, profane, lewd, vulgar, inflammatory, threatening, degrading, harassing, or dangerous words, phrases, messages, files, or images directed towards me.

16 These policies apply to *any* e-mail account if I use a library computer to access the account.

17 Depending on the nature and severity of any violation of the rules and regulations, the library administration may take one or more of the following disciplinary actions:

- A. Verbal, written, or electronic mail warning.
- B. Place my access to the library's computers and Internet access on probation.
- C. Temporary access denial.
- D. Permanent access revocation.

18 If warranted, a librarian will refer a violation of these rules and regulations to an appropriate library, school, local, state or federal authority for further disposition.

19 Evidence of attempted or actual system security, integrity, or performance related incidents will be cause for immediate access denial. The purpose of access denial in these cases is to prevent further damage to the system or data while an investigation is conducted. The user or users involved will be required to meet with the Library Director or other appropriate library administrator. After investigation, the case may be referred to an advisory committee for disciplinary action.

20 Demonstrated *intent* to violate these rules and regulations will be considered the same as an actual policy violation. Demonstrated intent means evidence of actions, that if successful or if carried out as intended, would result in a policy violation.

I promise I will:

- 1 Use only the account assigned to me.
- 2 I will use only the computer terminal assigned to me.
- 3 If assigned a password, I will keep my password confidential and change it at regular intervals as the system permits. My password will be 6 or more alphanumeric characters and will not be a common dictionary word or phrase.
- 4 Stop what I am doing and leave a computer immediately when a librarian or library administrator asks me to do so.
- 5 Immediately report to a librarian or library administrator any obscene, profane, lewd, vulgar, inflammatory, threatening, degrading, harassing, or dangerous words, phrases, messages, files, or images I see.

- 6Modify, change, or delete only my own data and files and create them only in my own directories, where such directories are provided, unless given explicit written or verbal permission to modify another user's data or files or create them in their directories.
- 7Immediately report to a librarian or library administrator anything that has been misused, broken or is missing.
- 8Include my real name in every e-mail or other electronic message I send or forward from the library computers.
- 9Leave switches, buttons, icons, and other operational settings as they are.
- 10Be polite and treat others with respect and courtesy when using e-mail, Usenet news, chat rooms and other communication forums.
- 11Follow all library policies and all laws regarding copyright and intellectual property.

I promise I will NOT:

- 1Allow another person to use my account.
- 2Use my account or a library computer for any illegal activity.
- 3Use my account or a library computer to offer or provide any product or service for commercial gain.
- 4Look at other people's personal messages or files.
- 5Post on the Internet personal messages or files without the original author's consent.
- 6Post on the Internet anonymous messages, send anonymous e-mail, or use pen names.
- 7Send or forward e-mail chain letters, petitions, or unsolicited and unwanted e-mail or other electronic communications of an intrusive nature.
- 8Try to open, look at, or change the information that controls a library computer, my library's network, or any other network.
- 9Make, use, show, or cause to be displayed on the computer screen any obscene, profane, lewd, harassing, vulgar, inflammatory, threatening, degrading, or dangerous words, phrases, messages, files, or images.
- 10Install or download any software on to a computer or the network.
- 11Use any program or enter any information that slows, disables, stops, or harms another program, a computer, or the network.
- 12Store programs on library computers or files that I do not legally own.
- 13Misuse, break, or take any part of a computer or the network.
- 14Try to repair things myself.
- 15Use the library's computers to make copies of any software, commercial diskettes, or copyright sound recording.
- 16Use library computers, Internet access, or network accounts, to order any commercial product for which there is a fee, cost, or charge.

Please report instances of alleged copyright infringement or other activities in violation of this policy to
System Administrator
Superiorland Library Cooperative
1615 Presque Isle Avenue
Marquette, MI 49855
Phone: (906) 226-4675

The Cooperative's System Administrator is the agent designated under the Digital Millennium Copyright Act. All claims of copyright infringement will be evaluated in a timely manner according to the procedures outlined in Title II of the Digital Millennium Copyright Act 17 U.S.C. b512.

SUPERIORLAND LIBRARY COOPERATIVE
Computer and Network Acceptable Use Rules and Regulations
Patron Internet Account Registration Agreement
PATRON SECTION

Last Name: _____ First Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Date of Birth: _____

I have read the library's Computer and Network Acceptable Use Rules and Regulations. I agree to fully comply with these Rules and Regulations. I understand that if I violate them my account can be terminated and I may be subject to other disciplinary measures.

While efforts are in place to protect the system, the library makes no guarantee that the functions or the services provided by or through the library system will be error-free or without defect. The library is not responsible for any damages you suffer, including but not limited to, loss of data or interruptions of service. Because data enters from multiple sources, the library is not responsible for the accuracy or quality of the information obtained through or stored on the system. The library is not responsible for financial obligations arising from the unauthorized use of the system, including the purchase of products or services.

Patron's Signature: _____ Date: _____

PARENT OR GUARDIAN SECTION
(When Patron Is Under 18 Years-of-Age)

I have read the library's Computer and Network Acceptable Use Rules and Regulations, and understand my child's account will have access to the Internet.

I have approved my child's signature above on this Patron Internet Account Agreement.

I hereby release the library, its personnel, and any institution with which it is affiliated, from any and all claims and damages of any nature arising from my child's use of, or inability to use, the library's system. This includes, but is not limited to, claims that may arise from the unauthorized use of the system, including the purchase of products or services.

I will instruct my child regarding any family restrictions against accessing materials that are in addition to the restrictions set forth in the Rules and Regulations. I will emphasize to my child the importance of following the Rules and Regulations for his/her own personal safety.

I understand that, unless my child is accompanied by me, the library will not allow my child access to a computer terminal that is not restricted from accessing obscene matter or sexually explicit material that the library deems is harmful to minors. However, I understand that because of the nature of the Internet, any software used to provide such restriction may not restrict access to all sites that contain obscene matter or sexually explicit material. I will not hold the library responsible for such inadvertent access of obscene matter or sexually explicit material by my child.

I give permission to issue an account for my child and certify that the information contained in this form is correct.

Parent/Guardian's Signature: _____ Date: _____

Parent's Name: _____

Home Address: _____ Phone: _____

Parent's E-Mail Address: _____

Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.)
JOINT VENTURE POLICY

Policy for Board Review of Joint Ventures and Partnerships

In compliance with Internal Revenue Service guidelines for approval and management of any joint venture entered into by the Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.), the Board of Directors adopts the following guidelines.

Activities Subject to this Policy

For the purposes of this policy, the term “Joint Venture” is defined as any arrangement, including contractual or more formal arrangements undertaken through a limited liability company, partnership, or other entity, through which UPRLC, Inc. and another entity jointly undertake any activity or business venture, or otherwise agree to joint ownership of any asset.

A Joint Venture may include both taxable and tax-exempt activities.

Approval and Management of Joint Activities

Before making any decision to participate in a Joint Venture, UPRLC, Inc. will ensure that the Joint Venture furthers UPRLC, Inc.’s exempt purposes and will negotiate at arm’s length contractual and other terms of participation that safeguard UPRLC, Inc.’s exemption from federal income tax. Such terms shall be in writing in the operating agreement of the Joint Venture and shall include the following minimum requirements:

- With respect to any whole joint venture (that is, a joint venture in which UPRLC, Inc. contributes substantially *all* of its assets to the enterprise), UPRLC, Inc.’s control over the Joint Venture through fifty-one percent (51%) or more of the voting rights and/or veto power;
- With respect to any ancillary joint venture (that is, a joint venture to which a portion of UPRLC, Inc.’s resources are contributed), UPRLC, Inc. would, at a minimum, maintain sole control over the tax-exempt aspects of the Joint Venture and would have voting and ownership interests in the Joint Venture that are consistent with UPRLC’s capital contributions;
- A requirement that any subsequent contract with UPRLC, Inc.’s partner in the Joint Venture be negotiated at arm’s length and for fair market value;
- A requirement that the Joint Venture give priority to UPRLC, Inc.’s tax-exempt purposes over maximization of profit for the participants of the Joint Venture; and
- A prohibition on activities that would jeopardize UPRLC’s tax-exempt status.

Where there is any question as to whether a particular Joint Venture may pose a risk to UPRLC, Inc.’s tax-exempt status, a decision to enter into such Joint Venture will be made only in consultation with legal and/or tax counsel.

Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.)
LOCAL PROCUREMENT PROCEDURE

At a meeting of the governing board of the Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.) held on 12 November 2009, the Board affirmed its local procurement policy.

BIDS FOR GOODS OR SERVICES

Value of \$15,000 or more

The UPRLC Treasurer's Office will solicit competitive bids and submit the bids with a recommendation to the UPRLC Board's Contract Review Committee for final approval of vendor selection. Two officers will sign contracts valued at over \$15,000.

Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.)

PERSONALLY OWNED VEHICLE USE

At a meeting of the governing board of the Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.) held on 12 November 2009, the Board affirmed its policy for use of personally owned vehicles.

The UPRLC, Inc. shall pay the deductible insurance costs **up to \$500** for an employee or Fiscal Agent involved in a non-chargeable accident in a personally owned vehicle (POV) when that POV is being used for UPRLC business at the time the accident occurs. Paying more than one deductible for each employee or Fiscal Agent is discretionary and shall require Board action.

Proof of insurance shall be furnished to the UPRLC, Inc. Treasurer before POVs are used for UPRLC business. Any loss of change in insurance must be provided immediately to the UPRLC, Inc. If an employee or Fiscal Agent does not carry the minimum insurance required by law, he/she shall not use his/her vehicle on UPRLC business.

Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.)

PROPERTY DISPOSAL POLICY

Upon determination by the UPRLC, Inc.'s Treasurer that equipment is no longer used or has become obsolete or worn out, the Treasurer shall have the authority to dispose of sell, or trade items with individual depreciated value of less than \$500 without approval of the Board.

Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.)
Document Retention & Destruction Policy

Section 1. Purpose.

The Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.) Board of Directors adopts this policy to provide officers, board, employees and Fiscal Agents with mandatory written guidelines for UPRLC, Inc. records retention. UPRLC, Inc. intends that this policy will eliminate accidental or innocent destruction. In addition, it is important for administrative personnel to know the length of time records should be retained to be in compliance.

Section 2. The following table provides the minimum requirements.

| Type of Document | Minimum Requirement |
|---|------------------------------|
| Accounts payable ledgers and schedules | 7 years |
| Audit reports | Permanently |
| Bank Reconciliations | 2 [revise to 3] years |
| Bank statements | 3 years |
| Checks (for important payments and purchases) | Permanently |
| Contracts, mortgages, notes and leases (expired) | 7 years |
| Contracts (still in effect) | Permanently |
| Correspondence (general) | 2 years |
| Correspondence (legal and important matters) | Permanently |
| Correspondence (with customers and vendors) | 2 years |
| Deeds, mortgages, and bills of sale | Permanently |
| Depreciation Schedules | Permanently |
| Duplicate deposit slips | 2 years |
| Employment applications | 3 years |
| Expense Analyses/expense distribution schedules | 7 years |
| Year End Financial Statements | Permanently |
| Insurance Policies (expired) [Directors & Officers Liability Insurance Policies] | 3 [5] years [Permanently] |
| Insurance records, current accident reports, claims, policies, etc. | Permanently |
| Internal audit reports | 3 years |
| Inventories of products, materials, and supplies | 7 years |
| Invoices (to customers, from vendors) | 7 years |
| Minute books, bylaws and charter | Permanently |
| Patents and related Papers | Permanently |
| Payroll records and summaries | 7 years [Permanently] |
| Personnel files (terminated employees) | 7 years [Permanently] |
| Retirement and pension records | Permanently |
| Tax returns and worksheets | Permanently |
| Timesheets | 7 years |
| Trademark registrations and copyrights | Permanently |
| Withholding tax statements | 7 years [Permanently] |

©2004 National Council of Nonprofit Associations, www.ncna.org Revised by UPRLC, Inc. Board
 May be duplicated for non-commercial use, with attribution, by charitable organizations. From
www.councilofnonprofits.org

Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.)

Employee Protection (Whistleblower) Policy

If any employee or Fiscal Agent of the Upper Peninsula Region of Library Cooperation, Inc. (UPRLC, Inc.) reasonably believes that some policy, practice, or activity of the UPRLC, Inc. is in violation of law, a written complaint must be filed by that employee or Fiscal Agent with the Board President. It is the intent of UPRLC, Inc. to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization’s goal of legal compliance. The support of all employees and Fiscal Agents of UPRLC, Inc. is necessary to achieving compliance with various laws and regulations.

An employee or Fiscal Agent of UPRLC, Inc. is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of UPRLC, Inc. and provides the UPRLC, Inc. with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to an employee or Fiscal Agent of UPRLC, Inc. who complies with this requirement.

UPRLC, Inc. will not retaliate against an employee or Fiscal Agent of UPRLC, Inc. who in good faith, has made a protest or raised a complaint against some practice of UPRLC, Inc. or of another individual or entity with whom UPRLC, Inc. has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

UPRLC, Inc. will not retaliate against an employee or Fiscal Agent of UPRLC, Inc. who discloses or threatens to disclose to a supervisor or a public body, any activity, policy, or practice of UPRLC, Inc. that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with an opportunity to ask questions about the policy.

Employee Signature

Date

National Risk Management Center www.nonprofitrisk.org

Risk Management Checklist for Boards

(*The asterix denotes governance practices that are reported on the IRS Form 990)

- Are new board members formally oriented to the mission as well as the programs and activities of the organization?
- Are board members educated about programs and activities of the organization both in orientation as well as periodically throughout the year so that they are able to make informed decisions based on current activities and emerging challenges facing the organization?
- Does the board review the mission statement regularly and compare it to the activities and programs of the organization to ensure that the organization's resources are being expended in fulfillment of the mission?
- Does the board maintain contemporaneous records (minutes) of meetings and keep the records indefinitely in an easy-to-access location for ready reference? Do the board meeting minutes document the decisions made, highlighting the major points of fiscal or strategic import, but not detailing the discussion?*
- Are decisions/actions of committees that have authority to act in place of the full board also recorded contemporaneously?*
- Are dissenting votes recorded by name of trustee who dissented?
- Does the board have operating procedures for such actions as elections and removal of board members, notice of meetings and amendments to bylaws?
- Are the operating procedures and bylaws followed?
- Is the board aware of the confidential nature of many of its discussions?
- Is there a spokesperson designated by the board for communication(s) with the media? Are other board members aware that they should not speak to the media but should refer inquiries to the spokesperson?
- Does the board explore options before arriving at a decision? Does the board ask: "What could go wrong? What will we do about it? How will we pay for it?"
- Before approval of transactions involving expenditure of funds, does the board ask, "Is this the best use of our resources?"
- Are there attendance policies in place and enforced for board members who fail to participate?
- Is the board comprised of a diverse group of members who represent a broad range of expertise, experience, professional and socio-economic, geographic or cultural backgrounds?
- Are board members "independent" meaning that they receive no compensation and have no familial or business relationship with each other or the nonprofit?*

- Are board members provided with regular financial reports well in advance of meetings so that they can read the reports and bring their questions to the meetings?
- Are quorums reached for meetings, and is the requirement of a quorum enforced?
- Do board members stay informed about the organization's activities? Are background materials provided in advance of each meeting? Do board members ask questions and seek clarification on matters before them?
- Does the board have a conflict of interest policy? Is the policy followed?
- Does the board have a process to facilitate board members' disclosure of conflicts of interest, such as a conflict questionnaire that is circulated at least annually?
- Does the board engage in a thoughtful process of approving the compensation of the CEO and key employees, that includes comparing the CEO's salary and benefits to other staff leaders in organizations of similar budget size, similar mission and program activities and in a similar geographic area? Is the process documented in minutes?*
- Is the board made aware of the organization's policy to protect whistleblowers and the process for employees or clients/consumers to raise concerns and for the organization to address complaints?
- Is the board aware of the organization's document retention and destruction policy?
- Is the board aware of the organization's personnel policies and that they apply to the board's role as supervisor of the CEO/executive director?
- Is the board aware of the insurance coverage the organization has that is applicable to its own conduct?
- Is there a process of (board approval)/(to inform the board) of contracts with vendors and independent consultants that will inform them both who is being contracted with as well as the compensation/payments made?
- Is the board informed about restricted grants to the organization and advised upon their fulfillment consistent with the terms of the restrictions?
- Is the board aware of the process of reaching agreement with donors relating to unusual or non-standard gifts, such as through the use of a gift agreement policy?*
- Does the board review state and federal filings whether or not the review is prior to their being filed with the state or federal government? (e.g., the IRS Form 990)?*
- Is the board aware of the organization's policy to protect whistleblowers?*
- Is the board aware of the organization's policies to retain certain documents and only discard or destroy the organization's business documents in accordance with a document retention/destruction policy?*