

## CONFIDENTIALITY OF LIBRARY RECORDS POLICY

The Pioneer Library System acknowledges its responsibility under New York State Civil Practice Law & Rules, Section 4509 to maintain the confidentiality of library records which contain the names or other personally identifying details regarding the users of our member libraries. Such information shall not be disclosed except as specified in law and with the advisement of Pioneer Library System legal counsel.

### **New York Civil Practice Law & Rules Section 4509:**

*Library records. Library records, which contain names or other personally identifying details regarding the users of public, free association, school, college and university libraries and library systems of this state, including but not limited to records related to the circulation of library materials, computer database searches, interlibrary loan transactions, reference queries, requests for photocopies of library materials, title reserve requests, or the use of audio-visual materials, films or records, shall be confidential and shall not be disclosed except that such records may be disclosed to the extent necessary for the proper operation of such library and shall be disclosed upon request or consent of the user or pursuant to subpoena, court order or where otherwise required by statute.*

### **Personally identifying information collected by PLS Member Libraries**

Pioneer Library System (PLS) collects the minimum personally identifying information (PII) necessary to conduct library-related business, including the circulation of library materials, contacting library patrons regarding library transactions and services, and connecting to third-party services that support library services.

PLS maintains certain administrative information regarding the use of PLS information systems and managed computer services accessed by individuals through member libraries or via remote access. This information is kept for administrative purposes only.

### **Appropriate Use of PLS Information Resources**

Data collected about library patrons and transactions is used only to conduct library-related business, the administration of library services, and to assist the specific person to whom the information pertains. .

### **Employee Confidentiality Agreement**

All PLS Member Library and System staff, in order to have access to PLS information systems, are required to read this Confidentiality of Library Records Policy and agree to its contents. Agreement indicates their understanding that access to these systems, manual and automated, containing PII and other library record data is limited to the requirements of their job, and such information is not to be disclosed to unauthorized persons.

Member Libraries may collect agreements from staff using any form they wish providing the agreement upholds this policy. Member Libraries will be required to attest to PLS on an annual basis that all staff have agreed to the Confidentiality of Library Records Policy. As new or promoted staff are expected to perform tasks involving patron information, the confidentiality policy must be presented and agreed to by said staff member(s).

### **Requests for Information from Law Enforcement Agencies**

No PLS Member Library staff or PLS System staff other than the director or director's designee is authorized to respond to any form of judicial process or to provide any patron-specific or library-

business information, in writing or in oral form, to a law enforcement officer or other person.

No individual data or transactions may be divulged to third parties except by court order.

In the event a PLS Member Library staff person or System staff person is requested to provide patron information to any outside agency or individual the following procedures or appropriate local library procedures must be followed:

- 1.** The staff member receiving the request to examine or obtain information relating to circulation, computer activity or other records identifying the names of library users, will immediately ask for identification, then refer the person making the request to the director, or designee in the director's absence, who shall explain the institution's confidentiality policy. The staff member will not disclose any information.
- 2.** The director, upon receipt of a process, order, or subpoena, shall consult with legal counsel to determine if such process, order, or subpoena is in good form and if there is a showing of good cause for its issuance. The Director should contact the PLS Executive Director.
- 3.** If the process, order, or subpoena is not in proper form or if good cause has not been shown, insistence shall be made that such defects be corrected before any records are released. Without documents in proper form, law enforcement has no authority to compel disclosure of any information, other than the name of the person speaking to law enforcement officers.
- 4.** Any threats or unauthorized demands (i.e., those not supported by a process, order, or subpoena) concerning circulation, computer or other records identifying the names of library users shall be reported to the director immediately.
- 5.** If the document is a search warrant that authorizes immediate search and seizure, inform the officer that the library director and legal counsel will be contacted immediately and request the patience of the officer. (The officer may inform you that the warrant is "secret". This does not preclude notification of the director and legal counsel.) If the officer declines to wait, carefully inspect the warrant and monitor the search.
- 6.** Retain a copy of the warrant and request an inventory of the materials in question. Offer the officer a copy of any data requested.. At the conclusion of the search immediately make a written record of all events that transpired.
- 7.** Add the copy of the warrant, request documents, and the written record of the event to your incidents file or appropriate storage area.

## **CONFIDENTIALITY AGREEMENT FORM**

I understand that my access to data, information, and records (all hereinafter referred to as Information) maintained in the manual and automated information and records systems (all hereinafter referred to as PLS Information Systems) of the Pioneer Library System (PLS) is limited by my needs for the information in the performance of my job duties. By my signature below, I affirm that I have been advised of, understand, and agree to the following terms and conditions of my access to Information contained in PLS Information Systems.

**1.** I will use my authorized access to Information Systems only in the performance of the responsibilities of my position as an employee of a PLS member library or direct employee of PLS.

**2.** I will comply with all controls established by PLS regarding the use of information maintained within PLS Information Systems.

**3.** I will avoid disclosure of Information to unauthorized persons without the appropriate consent of the Information owner except as permitted under applicable PLS policy and Federal or State law. I understand and agree that my obligation to avoid such disclosure will continue even after I leave the employment of a PLS member library or PLS.

**4.** I will exercise care to protect Information against accidental or unauthorized access, modifications, disclosures, or destruction.

**5.** When discussing Information with other employees in the course of my work, I will exercise care to keep the conversation private and not overheard by others who are not authorized to have access to such information.

**6.** I understand that any violation of this Agreement or other PLS policies related to the appropriate release of or disclosure of Information may result in one or more sanctions, including immediate termination of my access to PLS Information Systems, criminal penalties, or civil liability.

I affirm that I have been given the opportunity to review the Confidentiality of Library Records Policy and other NYS and PLS policies referenced therein, and I further affirm that my questions about those policies have been answered to my satisfaction.

Employee Name \_\_\_\_\_

Employee Title \_\_\_\_\_

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

Library Director's Signature \_\_\_\_\_

Date \_\_\_\_\_