

MEMORANDUM OF AGREEMENT

between

Louisville Free Public Library Foundation

and

Jefferson County Board of Education

THIS MEMORANDUM OF AGREEMENT (the "Memorandum") is entered into effective commencing on the 1st day of October, 2015 between the Jefferson County Board of Education d/b/a Jefferson County Public Schools ("JCPS"), located at VanHoose Education Center, 3332 Newburg Road, Louisville, KY 40218, and the Louisville Free Public Library Foundation (the "LFPLF"), located at 301 York Street, Louisville, KY 40203, and shall set forth the expressed intentions of the parties related to the project described herein (the "Project").

1. Purpose

LFPLF, through a grant from the National Center for Families Learning (NCFL), is providing funding to JCPS Adult and Continuing Education to help provide quality education services for families who need to learn English, increase skills to assist children with homework, obtain a General Equivalency Diploma, or prepare for college/career.

WHEREAS, JCPS and LFPLF recognize that a partnership between LFPLF and JCPS through Adult and Continuing Education will build on similar missions to educate, prepare and inspire students to learn through results-driven programming that values strong community collaborations for maximum impact. This collaboration enriches educational opportunities by pairing educational instruction and library resources and programming.

2. Cooperation

The activities and services for the Project are anticipated to include the following responsibilities or obligations to be performed by the respective parties identified as follows:

Duties of JCPS:

- Provide programming centered on the Families Learning Model, which includes Adult Basic Education and English as a Second Language, for 25 families
- Recruit 10 families to attend a Toyota Family Learning media event early in the project
- Provide ongoing technical assistance, curriculum guidance, staffing and oversight for family mentoring and service learning projects as part of the Families Learning Model
- Provide the services listed above at the locations listed below:
 - Louisville Free Public Library Main Branch for four (4) days per week
 - Okolona Elementary School for two (2) evenings per week
- Providing in-kind services including:
 - Staffing for two (2) Early Childhood classes for 4 days per week for 32 weeks
 - Staffing for two (2) Adult Basic Education classes for two (2) days per week for 32 weeks

- Staffing for two (2) English as a Second Language classes for four (4) days per week for 32 weeks
- Classroom space, furnishings and supplies for two (2) early childhood classrooms
- Adult Education curriculum supplies and testing materials.

Duties of LFPLF:

In consideration for the terms herein, LFPLF shall provide funding to JCPS as outlined in Attachment A as well as:

- Appropriate classroom space as agreed by both parties
- Program marketing
- Student support such as GED vouchers, TARC tickets, and library cards.

3. Payment: The amounts to be paid by LFPLF to JCPS under this Memorandum will total \$34,000 as outlined in Attachment A and will be forwarded to JCPS in quarterly payments when LFPLF receives complete and accurate invoices from JCPS. The details of the items paid for by LFPLF are set forth in Attachment A. Invoices should be submitted in the same format as Attachment A and submitted to:

Chandra Gordon
Louisville Free Public Library Foundation
301 York Street
Louisville, KY 40203

Except as expressly set forth in a provision of this Memorandum, each party shall bear its own costs, if any, for the execution of the obligations under this Memorandum.

Each party shall maintain appropriate insurance, which may be provided through the party's self-insurance program, for its obligations under this Memorandum.

4. Term: This Memorandum will be in effect from October 1, 2015 until June 30, 2016 and may be updated at any time through written agreement of each partner.

5. Termination: This Memorandum may be terminated immediately by either LFPLF or JCPS upon thirty (30) day's written notice to the other party for its failure to cure a material breach of this Memorandum. This Memorandum may be terminated immediately by JCPS should the funding provided to LFPLF be withdrawn, rescinded or otherwise cancelled beyond the control of LFPLF.

LFPLF represents to JCPS that as of date of signing this Memorandum LFPLF has no reason to believe that the funding will be withdrawn, rescinded or cancelled.

6. Amendment: This Memorandum may be modified or amended by a written agreement between JCPS and LFPLF.

7. Independent Parties: JCPS and LFPLF are considered to be independent parties and neither shall be construed to be an employee, agent, partner or joint venturer of the other, and therefore neither shall be liable for the acts or omissions of the other.

8. **Captions:** Section titles or captions in this Memorandum are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Memorandum.

9. **Entire Memorandum:** This Memorandum contains the entire Memorandum between JCPS and LFPLF for this project supersedes any and all prior oral and written Memorandums, either written or oral regarding the same subject matter. This Memorandum may be modified or amended only by a written agreement signed by both parties.

10. **Severability:** If a court of competent jurisdiction holds any provision of this Memorandum unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Memorandum. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Memorandum and shall not affect any other provision.

11. **Counterparts:** This Memorandum may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.

12. **Applicable Law:** This Memorandum shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Each party represents to the other party that it has obtained the appropriate authority to enter into this Memorandum.

Any reports and/or notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, postage prepaid, or courier service, to the other party at the address set forth in the first paragraph above.

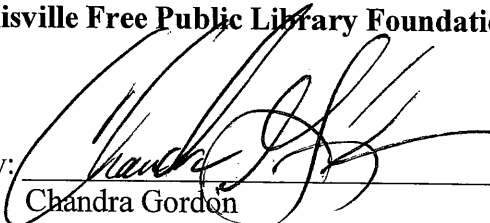
No delay or omission by either party in exercising any right under this Memorandum shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Memorandum

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum on the dates set forth below, to be effective as of October 1, 2015.

Jefferson County Public Schools:

By: _____
Donna Hargens, Ed.D., Superintendent

Louisville Free Public Library Foundation:

By:  _____
Chandra Gordon

Date: _____

Date: 9/16/15

ATTACHMENT A

Louisville Free Public Library Foundation Grant

10-01-2015 through 06-30-2016

LFPLF Funding:

Salaries & Fringe Benefits

Site Coordinator - 19.75 hrs. per week - 32 weeks \$19,000

4 Parent Facilitators-4 hrs. per week-32 weeks \$15,000

Total \$34,000

JCPS In-kind:

General Fund \$48,800

2 P/T Instructors 19.75 hrs. per week-32 weeks

2 P/T Instructional Assistants-19.75-32 weeks

Adult Education Core Funding \$62,720

2 P/T Instructors- 7 hrs. per week- 32 weeks

4 P/T Instructors- 14 hrs. per week-32 weeks

Total \$145,520
