

MEMORANDUM OF UNDERSTANDING



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 23<sup>th</sup> day of August, 2017 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 collaboration for maximum impact. The 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, to serve 100 families with 25 families completing the program.
- 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) evening per week
- Providing in-kind services including:
  - Main Library
    - Staffing for two (2) Early Childhood classes for four (4) days per week for 32 weeks
    - Staffing for one (1) Adult Basic Education class for four (4) days per week for 32 weeks

- Staffing for one (1) English as a Second Language class for four (4) days per week for 32 weeks  
Okolona Elementary School
- Staffing for two (2) Early Childhood classes for two (2) evenings per week for 32 weeks
- Staffing for one (1) School-Age class for two (2) evenings per week for 32 weeks
- Staffing for one (1) Adult Basic Education class for two (2) evenings per week for 32 weeks
- Staffing for two (2) English as a Second Language classes for two (2) evenings per week for 32 weeks
- Classroom space, furnishings, 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, parking passes, TARC tickets, and library cards

**3. Payment:**

The amounts to be paid by LFPLF to JCPS under this Memorandum will total \$23,700 as outlined in Attachment A and will be forwarded to JCPS in quarterly payments when LFPLF received complete and accurate invoices from JCPS. The details of the items paid for by the 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 August 23, 2017 until June 30, 2018 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 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 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.

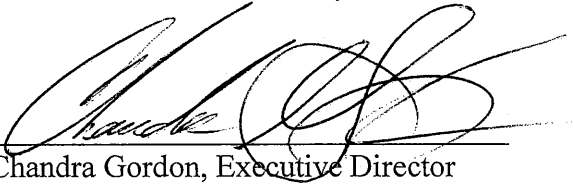
No delay or omission by either party in exercising any right under this Memorandum shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Memorandum.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum on the dates set forth below, to be effective August 23, 2017.

**Jefferson County Public Schools:**

**Louisville Free Public Library Foundation:**

By: \_\_\_\_\_  
Marty Pollio, Ed.D., Acting Superintendent

By:   
Chandra Gordon, Executive Director

Date: \_\_\_\_\_

Date: 7/27/17

**ATTACHMENT A**

**Louisville Free Public Library Foundation Grant**

**July 1, 2017 through June 30, 2018**

**LFPLF Funding:**

**Salaries and Fringe Benefits**

Site Coordinators 8,700

Parent Facilitators 15,000

**Total LFPLF Funding \$23,700**

**JCPS In-kind Funding:**

**Salaries and Fringe Benefits: General Funds**

Instructors and Instructional Assistant 32,832

**Salaries and Fringe Benefits: Adult Education Core In-kind Funding**

Instructors 44,800

**Total JCPS In-kind Funding \$77,632**