



Dolly Parton Imagination Library Participating School District Contract

This contract is made this date _____ by the Campbell County Public Library District ("CCPL") and the _____ School District (the "District").

Recitals

Whereas, CCPL and the District wish to improve the collective and individual kindergarten preparedness of children aged 0-5 years in Campbell County; and

Whereas, CCPL and the District wish to improve this preparedness through the ready availability of reading materials to children in this age range; and

Whereas, CCPL and the District wish to achieve this goal in a cost-effective and proven model; and

Whereas, CCPL and the District believe that the model provided by the Dolly Parton Imagination Library ("DPIL") satisfactorily meets those requirements; and

Whereas, CCPL and the District, with the approval of their respective governing entities, have given authority to their respective administrators to enter into an agreement for these purposes; therefore,

Based on the mutual promises herein and for other valuable consideration, CCPL and the District agree that:

Terms

1. CCPL's obligations

CCPL agrees to:

a) Administration

- a. The *Dolly Parton's Imagination Library US Operation Training Manual and Reference Guide* for the most recent year shall be the operations and policy manual governing the program's administration.
- b. Secure agreements with DPIL to establish an Imagination Library program ("Imagination Library") that provides services to all of Campbell County.
- c. Serve as liaison to DPIL on all matters pertaining to the ongoing administration of the Imagination Library until either Unilateral Severance (Section 4) or Program Dissolution by Mutual Agreement (Section 5).
- d. Maintain the database of Imagination Library participants through the system provided by the DPIL called the "Book Ordering System" ("BOS") to include:
 - i. Approving/denying participants;
 - ii. Removing participants who have relocated out of Campbell County;
 - iii. Updating personal information for participants who relocate within Campbell County;
 - iv. Contacting the caregiver(s) of participants if materials are returned.
- e. Physically and digitally secure, within its own means, access to the personal data of all participants. Access to personal data will be limited to employees of CCPL and confidentiality will be strictly maintained at all times. Data collected through printed applications will be destroyed upon entry into the BOS. (CCPL will limit access to personal data according to the agreement with DPIL. Personal data shared with the District, as requested, will be limited to the participants within the District's service area.)

b) Provide funding

- a. The cooperative agreement between CCPL and the District shall operate on an annual fiscal year cycle from July 1 to June 30.
- b. Provide an initial, one-time payment of one year of CCPL's share at the 30% participation level (see Appendix A) at the rate of \$1.05 per participant per month toward the establishment of the Imagination Library's operational account.
- c. Provide funding for half of the cost of each participant. (The current cost per participant per month is \$2.10 with CCPL being responsible for \$1.05 of that cost and the District being responsible for \$1.05 of that cost.)
- d. Continue all required payments, provisions, services, and duties in this contract until either Unilateral Severance (Section 4) or Program Dissolution by Mutual Agreement (Section 5).

c) Accounting, billing and payments

- a. CCPL's library director and board treasurer will serve as signers for all checks generated for the use of the Imagination Library's funds. Other signers may be added as determined necessary and as approved by the Steering Committee's unanimous consent.
- b. Bill the District for its share of participant costs within its service area. (The District's share of payment will be based on actual participation within the District's service area. Participation cannot be pre-determined as participants self-register as the program proceeds, but an approximation of potential participation is given in Appendix A. Billing of the District will be conducted quarterly. The District will be billed for half of the rate of full participation or, currently, \$1.05.)

- c. Maintain a banking account separate from any other of CCPL's funds for all funds maintained for the purpose of administering Imagination Library.
 - d. Maintain a separate accounting system for funds for Imagination Library. (Imagination Library funds, while separate from CCPL's other operational accounts, will be reported to the Board of Trustees for CCPL on a monthly basis as part of CCPL's standard business practices.)
 - e. Validate and pay, upon receipt, invoices received from Imagination Library. (The Imagination Library bills monthly and invoices will be paid by CCPL as received.)
 - f. Provide a written accounting of Imagination Library receipts and expenses to the District on a quarterly basis.
 - g. Provide for a professional audit, conducted by a third party entity, of Imagination Library's expenses and receipts on an annual basis and to communicate the results of the audit to the District. Costs associated with the audit will be charged against the Imagination Library's funds. (CCPL will incorporate this audit into its own annual audit.)
- d) Promotion and marketing
- a. Order and maintain supplies for promoting Imagination Library. (CCPL will report the use of any Imagination Library funds for the purchase of promotional materials to the District along with the District's quarterly billing.)
 - b. Work with outside agencies to promote Imagination Library to caregiver(s) within the target age range.
- e) Communication and meetings
- a. Communicate to the District's administration any issues with administration or opportunities for promotion in a timely fashion.
 - b. Schedule and attend a minimum of one (1) joint meeting (the "Steering Committee") within each calendar year with the District's representative and representatives of the other participating districts.

2. The District's obligations

The District agrees to:

- a) Provide an initial, one-time payment of one year of the District's share at the 30% participation level (see Appendix A) at the rate of \$1.05 per participant per month toward the establishment of the Imagination Library's operational account.
- b) Pay, upon receipt, its share of the billing for participant costs provided by CCPL on a quarterly basis. (The District's share of payment will be based on actual participation within the District's service area. Participation cannot be pre-determined as participants self-register as the program proceeds, but an approximation of potential participation is given in Appendix A. Billing of the District will be conducted quarterly.)
- c) The District will be responsible for half of the cost of each participant within its service area. (The current cost per participant per month is \$2.10 with the District being responsible for \$1.05 of that cost and CCPL being responsible for \$1.05 of that cost.)

- d) Allow the use of funds held for Imagination Library for the purchase of promotional materials and a professional audit for the program at the discretion of CCPL. (Funds used in this manner will be reported to the District along with the District's quarterly billing.)
- e) Secure, physically and digitally, any personal data of participants that CCPL shares, upon request, with the District. Access should be limited only to employees of the District and confidentiality should be strictly maintained. Data collected through printed applications will be destroyed upon entry into the BOS.
- f) Promote the program within its own programs and operations to maximize participation by the target age range.
- g) Communicate any known issues with the program to CCPL in a timely fashion.
- h) Provide a representative to attend a minimum of one (1) joint meeting (the "Steering Committee") within each calendar year with CCPL and representatives of the other participating districts.
- i) Continue all required payments, provisions, services, and duties in this contract until either Unilateral Severance (Section 4) or Program Dissolution by Mutual Agreement (Section 5).

3. Disbursement of Donations, Grants, or other Funding Sources

- a) CCPL and the District agree that they will solicit outside funding sources through private donations, grants, or other opportunities as they become available.
- b) Due to the difficulty of tracking and applying funds received from any source other than CCPL and the District, CCPL and the District agree that any donated, granted, or other funds deposited outside of regular billed amounts for participants will be applied to the joint costs of all participating members at the direction of the Steering Committee until Dissolution by Mutual Agreement (Section 5).

4. Unilateral Severance

- a) CCPL shall provide written notice to the District a minimum of twelve (12) months before CCPL terminates this agreement. In such case, CCPL agrees to:
 - a. Work with the remaining districts to either:
 - i. Transition the operation of Imagination Library to another entity as agreed and directed by the Steering Committee; or,
 - ii. Work with the remaining districts to dissolve participation in the Imagination Library for all remaining entities; and,
 - b. Forfeit all funds contributed by CCPL to the remaining districts for the continued administration of Imagination Library.
- b) The District shall provide written notice to CCPL a minimum of twelve (12) months before District terminates the agreement. In such case, the District agrees to forfeit all contributed funds to the continued operation of Imagination Library.

5. Program Dissolution by Mutual Agreement:

- a) CCPL and the District may, upon mutual agreement, end participation in Imagination Library. In such case, CCPL and the District agree to:
 - a. Distribute, pro rata, any remaining funds to any districts participating in Imagination Library with CCPL at the direction of the Steering Committee;

- b. Work together to bring an amicable end to the agreement with DPIL at the direction of the Steering Committee.

6. Unanticipated Costs

- a) The costs of participation in Imagination Library can only be estimated as the costs are directly tied to participation which is achieved through self-registration by participants. Only estimates of the target population are available. (See Appendix A.) All program funds and costs will be reviewed monthly by CCPL, quarterly by the District, and annually in joint meeting with all participants. Should costs need to be contained or reduced then the District and CCPL agree to take such measures by mutual and unanimous agreement through the Steering Committee.
- b) Should the funds held for Imagination Library become insufficient for the proper administration of the program, CCPL will schedule a meeting with the Steering Committee who, by mutual and unanimous agreement, will determine the appropriate remedy, up to and requiring additional contributed funds from each participating District.
- c) CCPL will be given latitude in meeting any unanticipated, non-recurring costs, up to \$10,000 in the administration of the program and will report such costs to the District along with its quarterly invoice.

7. Changes in Contractual Terms

- a) CCPL and the District agree that any changes to this contract shall be through mutual and unanimous agreement of the Steering Committee and subsequently approved by each entity's respective governing body.

Wherefore, CCPL and the District have executed this agreement as of the date on the first page.

(Signature of CCPL representative)

(Printed Name)

(Title)

(Signature of District representative)

(Printed Name)

(Title)

Appendix A:

Estimation of Potential Participation

Using the 2010 Census as a basis, each District and CCPL's share of potential costs is estimated below:

		Annual Cost per School District (Estimated)						
		Bellevue	Campbell	Dayton	Fort Thomas	Newport	Southgate	Library Share
Participation level	# 0-5 yo children	381	2567	404	962	1185	284	5783
	30%	\$1,440	\$9,703	\$1,527	\$3,636	\$4,479	\$1,074	\$21,860
	40%	\$1,920	\$12,938	\$2,036	\$4,848	\$5,972	\$1,431	\$29,146
	50%	\$2,400	\$16,172	\$2,545	\$6,061	\$7,466	\$1,789	\$36,433
	60%	\$2,880	\$19,407	\$3,054	\$7,273	\$8,959	\$2,147	\$43,719
	70%	\$3,360	\$22,641	\$3,563	\$8,485	\$10,452	\$2,505	\$51,006
	80%	\$3,840	\$25,875	\$4,072	\$9,697	\$11,945	\$2,863	\$58,293
	90%	\$4,321	\$29,110	\$4,581	\$10,909	\$13,438	\$3,221	\$65,579
	100%	\$4,801	\$32,344	\$5,090	\$12,121	\$14,931	\$3,578	\$72,866