**Boone County Imagination Library**

**Participation Contract**

The Boone County Imagination Library (BCIL) Participation Contract (Agreement) is by and among the Boone County Public Library District (BCPL), and the Boone County School District (BCSD), and the Walton Verona Independent School District (WVSD) as evidenced by their signatures hereto (The School Districts shall be collectively referred to as the Districts) (BCPL and the Districts shall be collectively referred to as the Parties).

**Recitals**

Whereas, BCPL and the Districts wish to improve the collective and individual kindergarten preparedness of children aged 0-5 years residing in Boone County;

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

Whereas, BCPL and the Districts wish to achieve this goal by utilizing a cost-effective and proven model;

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

Whereas, BCPL and the Districts, with the approval of their respective governing entities, have given authority to their respective administrators to enter into this Agreement for these purposes.

Now, therefore, based on the mutual promises herein and for all other good and valuable consideration, BCPL and the Districts agree as follows:

**Terms**

**Boone County Public Library Obligations**

1. Responsibilities: BCPL shall perform the following administrative responsibilities related to the BCIL:
2. Secure and maintain all necessary agreements with DPIL to establish the Boone County Imagination Library program.
3. The *Dolly Parton’s Imagination Library US Operation Training Manual and Reference Guide* for the most recent year shall be the operations manual governing the BCIL’s administration. Where necessary, the BCIL shall adopt any internal policies and procedures necessary to remain compliant with DPIL program requirements.
4. BCPL shall serve as liaison to DPIL on all matters pertaining to the ongoing administration of the BCIL.
5. BCPL’s Main Library located at 1786 Burlington Pike, Burlington, KY, 41005 shall serve as the office of the BCIL. BCPL shall make its offices and facilities available for meetings and other functions conducted for the BCIL.
6. Maintain the database of BCIL participants through the system provided by the DPIL including but not limited to:
   1. Approving/denying participation
   2. Removing participants who have relocated out of Boone County.
   3. Updating personal information for participants who relocate within Boone County
   4. Contacting the caregiver(s) of participants if materials are returned.
7. 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 BCPL, and confidentiality of such data will be strictly maintained at all times. BCPL will limit access to personal data according to the agreement with DPIL. Personal data shared with each District, as requested, will be limited to the participants within such District’s service area, and each District shall be subject to DPIL’s data privacy requirements.
8. Provide the Districts with reports and other information related to the operations and governance of the BCIL, including but not limited to financial reports and reports concerning the children served by the BCIL program.
9. Accounting, Finance, Billing, and Payments: BCPL, acting on behalf of the BCIL, shall perform the following accounting, financial, billing, and payment responsibilities related to the Boone County Imagination Library:
10. Pay all expenses and make all disbursements related to the BCIL.
11. Invoice the Districts for their respective shares of participant costs within their respective service areas. Each District’s share of participation costs will be based on actual participation rates within the District’s service area. Participation cannot be pre-determined, as participants in a DPIL program self-register, but an approximation of potential participation is given in Appendix A. The Districts will be billed quarterly. The Districts will be billed for one-half of the average cost per month, per child. This rate will vary each month and will be computed by BCPL with the total quarterly billing reflecting each month’s average rate.
12. BCPL shall pay for the remaining half of the cost per child per month, calculated in the same manner for all service areas in Boone County.
13. As set forth in Appendix B, BCPL will provide an initial one-time contribution to the Boone County Imagination Library for the establishment of its operational account.
14. Maintain the necessary bank account and maintain an accurate and complete accounting system to track all revenues and expenditures. Financial reports shall be submitted to the Districts on a quarterly basis.
15. BCPL shall ensure that all financial and other records of the BCIL are segregated from BCPL’s records.
16. Validate and pay, upon receipt, invoices received from DPIL.
17. In the event the BCIL incurs any unanticipated or extraordinary expenses, or if funds held in its operating account become insufficient for the proper administration of the DPIL program, the Library Executive Director shall call a meeting which will be attended by representatives of the Parties to this Agreement for the purpose of determining how to fund such expenses or shortfalls.
18. Promotion and Marketing: BCPL shall engage in the promotion and marketing of the BCIL. Such promotion and marketing may include, but is not limited to:
19. Create and maintain promotional and marketing materials for the BCIL in accordance with DPIL standards.
20. Exhibit and place promotional and marketing materials in its locations.
21. Promote the BCIL program in written and electronic communications with the public.
22. Work with outside agencies to promote BCIL to caregiver(s) within the target age range.

**District Obligations**

1. Funding: Each District shall provide funding for the operation of the Boone County Imagination Library as follows:
2. As set forth in Appendix B, each District will provide an initial one-time contribution to the Boone County Imagination Library for the establishment of its operational account.
3. Provide funding for half of the average cost of each participant per month within its service area.
4. Each District shall pay, upon receipt, its respective share of the participant costs provided by the Boone County Public Library on a quarterly basis.
5. Continue all required payments, provisions, services, and duties in this Agreement until the Agreement is terminated
6. Promotion and Marketing: Each District shall engage in the promotion and marketing of the Boone County Imagination Library. Such promotion and marketing may include, but is not limited to:
   1. Promote the BCIL within its own programs and operations to maximize participation by the target age range.
   2. Working with outside agencies to promote the BCIL to caregivers of children within the target age range.
7. Other Obligations: Each District agrees that it will also do the following:
   1. Secure, physically and digitally, any personal data of participants that BCPL and/or the BCIL shares with the Districts. Access should be limited only to employees of the Districts and confidentiality should be strictly maintained. Data collected through printed applications will be destroyed upon entry into the BOS.
   2. Communicate any known issues with the program to BCPL in a timely fashion.

**Disbursements of Donations, Grants, or other Outside Funding Sources**

BCPL and the Districts further agree that they will solicit outside funding sources through private donations, grants, or other opportunities as they become available to support the Boone County Imagination Library. Due to the difficulty of tracking and applying funds received from any source other than the Districts under this Agreement, the Districts agree that any donated, granted, or other funds deposited with the Boone County Imagination Library, except regular billed amounts of participation under this Agreement, will be applied to the joint costs of the Parties.

**Term/Termination**

1. Term: This Agreement shall continue in full force and effect until terminated pursuant to this Section.
2. Termination or Withdrawal
   1. BCPL may terminate this Agreement by providing written notice to the Districts not less than six (6) months prior to the termination date. In such case, BCPL agrees to:
      1. Work with the Districts to find a substitute organization to fulfill BCPL’s responsibilities under this Agreement or transition BCPL’s responsibilities under this Agreement to the Districts; and
      2. In the event the Districts elect to continue operation of the BCIL following BCPL’s withdrawal, BCPL shall forfeit all funds contributed to the Boone County Imagination Library for the continued administration of the DPIL program. If the DPIL program is not continued following termination by BCPL, any funds held for the Boone County Imagination Library shall be distributed pursuant to subsection C.
   2. Each District may withdraw from this Agreement by providing written notice to the other District and BCPL not less than six (6) months prior to the termination date. In the event of a withdrawal by a District, the withdrawing District agrees to forfeit all contributed funds to continue operation of Boone County Imagination Library.
3. Mutual Termination: BCPL and the Districts may, upon mutual agreement, may terminate this Agreement and end participation in the Boone County Imagination Library. In such case, the Parties agree as follows:
   1. Any remaining funds held for the Boone County Imagination Library shall be distributed, pro rata in accordance with each party’s contribution, to the Districts and BCPL after payment of all of the Boone County Imagination Library expenses.
   2. The Parties shall work together to bring an amicable end to the Agreement.

**Miscellaneous Provisions**

1. No changes to this Agreement shall be made except in writing executed by authorized representatives of all Parties.
2. The Parties hereto agree to indemnify, defend, and hold one another harmless from and against any and all liability or expense (including reasonable attorney’s fees) in connection with any claim by a third party arising directly or indirectly from any act, activity, or omission of a party to this Agreement to the extent permitted by Kentucky law.
3. This Agreement ay be executed in any number of counterparts, all of which, when taken together, shall constitute one original document.
4. This Agreement does not create any third-party beneficiaries, and there are no third-party beneficiaries, intended or unintended to this Agreement. No third Parties shall have any rights to enforce this Agreement or make any claims under it.
5. This Agreement shall be construed under Kentucky law and subject to the jurisdiction of Kentucky courts only.

Wherefore, each of the Parties have executed this agreement as of the date indicated next to their respective signatures.

**Signature page for Boone County Public Library**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Signature page for Boone County School District**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Signature page for Walton Verona Independent School District**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Appendix A**

**Estimation of Potential Participation**

Using the Kentucky State Data Center estimates as a basis each District and BCPL’s share of potential costs is estimated below:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Total U5 by Zip code** |  |  | | **Scenario Cost Analysis per month** | | |  |  |
|  |  |  | |  |  |  |  |  |
| **Zip code** | **Population** | | **% Participation** | | **Library Cost** | **BC Schools Cost** | **WV Schools Cost** | **Total Cost of Program** |
| 41005 | 1651 |  | | 30% | $2,922.57 | $2,564.73 | $357.84 | $5,845.14 |
| 41042 | 3881 |  | | 40% | $3,896.76 | $3,419.64 | $477.12 | $7,793.52 |
| 41048 | 1286 |  | | 50% | $4,870.95 | $4,274.55 | $596.40 | $9,741.90 |
| 41080 | 102 |  | | 60% | $5,845.14 | $5,129.46 | $715.68 | $11,690.28 |
| 41091 | 1222 |  | | 70% | $6,819.33 | $5,984.37 | $834.96 | $13,638.66 |
| 41092 | 194 |  | | 80% | $7,793.52 | $6,839.28 | $954.24 | $15,587.04 |
| 41094 | 942 |  | | 90% | $8,767.71 | $7,694.19 | $1,073.52 | $17,535.42 |
| Total | 9278 |  | | 100% | $9,741.90 | $8,549.10 | $1,192.80 | $19,483.80 |
|  |  |  | |  |  |  |  |  |
|  |  |  | | **Kentucky 50/50 ARPA Funding Cost per month** | | | | |
|  |  |  | |  |  |  |  |  |
|  |  |  | | **% Participation** | **Library Cost** | **BC Schools Cost** | **WV Schools Cost** | **Total Cost of Program** |
| **Boone County Schools Zip Codes** | |  | | 30% | $1,461.29 | $1,282.37 | $178.92 | $2,922.57 |
| 41005 | 1651 |  | | 40% | $1,948.38 | $1,709.82 | $238.56 | $3,896.76 |
| 41042 | 3881 |  | | 50% | $2,435.48 | $2,137.28 | $298.20 | $4,870.95 |
| 41048 | 1286 |  | | 60% | $2,922.57 | $2,564.73 | $357.84 | $5,845.14 |
| 41080 | 102 |  | | 70% | $3,409.67 | $2,992.19 | $417.48 | $6,819.33 |
| 41091 | 1222 |  | | 80% | $3,896.76 | $3,419.64 | $477.12 | $7,793.52 |
| Total | 8142 |  | | 90% | $4,383.86 | $3,847.10 | $536.76 | $8,767.71 |
|  |  |  | | 100% | $4,870.95 | $4,274.55 | $596.40 | $9,741.90 |
| **Walton Verona Zip Codes** | |  | |  |  |  |  |  |
| 41092 | 194 |  | |  |  |  |  |  |
| 41094 | 942 |  | |  |  |  |  |  |
| Total | 1136 |  | |  |  |  |  |  |

**Appendix B**

**Initial One-Time Contribution**

The one-one time cost toward establishing the initial funds for Boone County Imagination Library will be invoiced as the three (3) months at the 30% level of participation with the 50/50 state match.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **% Participation** | **Library Cost** | **BC Schools Cost** | **WV Schools Cost** | **Total Cost of initial contribution** |
| 30% | $4,383.87 | $3,847.11 | $536.76 | $8,767.74 |