

**DATE:**

04/19/24

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve the Kenton County Imagination Library Participation Contract.**

**APPLICABLE BOARD POLICY:**

**01.1 – Legal Status of the Board**

**HISTORY/BACKGROUND:**

The Kenton County Imagination Library is a program that serves only to encompass the duties and responsibilities associated with the operation of Dolly Parton's Imagination Library program in Kenton County. The program provides age appropriate books monthly to children living in the Kenton County School District boundaries. The books are structured to support early literacy skills. For families that sign up, a book will be sent to their child from birth up until the child's fifth birthday. Currently 14% of the birth to age five population in the U.S. are enrolled in the Dolly Parton Imagination Library, and 40% of children age birth to five are enrolled in the Dolly Parton Imagination Library in the state of Kentucky. The goal is to have 55% of student age birth to five enrolled within Kenton County. The average cost per book is \$2.20. The state of Kentucky is willing to pay half the cost associated with the monthly books (i.e. books, printing, and mailing). The other half is to be split between the Kenton County Public Library and the Kenton County Elementary Schools. Therefore, Kenton County Elementary Schools will be paying  $\frac{1}{4}$  of the cost for children living in the district boundaries. For the first year, the Kenton County Library will pay the initial upfront cost of \$70,000. Kenton County Elementary Schools will be billed quarterly for the first year for 50.88% of the invoices received. In subsequent years, the Kenton County Public Library will continue to split the cost of the 50.88% population with the elementary schools.

**FISCAL/BUDGETARY IMPACT:**

**School Level Funds (Title I, 7000)**

**RECOMMENDATION:**


**Approval to the Kenton County Imagination Library Participation Contract.**

**CONTACT PERSON:**

**Mary Beth Huss**

  
Principal/Administrator

  
District Administrator

  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.  
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

# **Kenton County Imagination Library Participation Contract**

This Kenton County Imagination Library Participation Contract (the “Agreement”) is by and among the Kenton County Imagination Library (“KCIL”); Kenton County Public Library Foundation (“KCPLF”); Kenton County School District (“KCSD”); Beechwood Independent School District (“BISD”); Covington Independent School District (“CISD”); Erlanger-Elsmere Independent School District (“EEISD”); Ludlow Independent School District (“LISD”); and the Kenton County Public Library District Board of Trustees (“KCPL”) that have joined in this Agreement as evidenced by their signatures hereto.

## **Recitals**

Whereas, KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL wish to improve the collective and individual kindergarten preparedness of children aged 0-5 years in Kenton County;

Whereas, KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL wish to improve this preparedness through the ready availability of reading materials to children in this age range;

Whereas, KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL wish to achieve this goal by utilizing a cost-effective and proven model;

Whereas, KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL believe that the model provided by Dolly Parton’s Imagination Library (“DPIL”) satisfactorily meets those requirements;

Whereas, the Commonwealth of Kentucky’s General Assembly, also recognizing the benefits of the model provided by the DPIL, provides funding for fifty percent (50%) of the costs to the local program partners under KRS 171.228;

Whereas, KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL have determined that the creation and administration of the Kenton County Imagination Library will further serve their goal of implementing a DPIL program in Kenton County; and

Whereas, KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL 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 other good and valuable consideration, the KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL agree as follows:

## **Terms**

### **I. Kenton County Imagination Library**

- A. The Kenton County Imagination Library is an entity in name only. It is not incorporated, has no assets or governing board, and, in itself, has no authority to conduct business in Kentucky. The name serves only to encompass the duties and responsibilities associated with the operation of Dolly Parton’s Imagination Library program in Kenton County. The entity only exists within the bounds of the

contractual arrangement that designates it. All staff, funding, and administrative support for KCIL are provided by KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL under this Agreement.

## **II. Kenton County Public Library Foundation**

- A. Responsibilities. The Kenton County Public Library Foundation, acting on behalf of the members of this Agreement and the Kenton County Imagination Library shall perform the following administrative responsibilities related to the KCIL program:
1. Secure and maintain all necessary agreements with DPIL to establish the Imagination Library program ("Imagination Library") contemplated by this Agreement.
  2. *Dolly Parton's Imagination Library USA Operations Guide* for the most recent year shall be the operations and policy manual governing the KCIL's administration. Where necessary, the KCPLF shall adopt any internal policies and procedures necessary to remain compliant with DPIL program requirements.
  3. Physically and digitally secure, within its own means, access to the personal data of all program participants. Access to personal data will be limited to directors, officers, and employees of the KCPLF, and confidentiality of such data will be strictly maintained at all times. Data collected through printed applications will be destroyed upon entry into the Book Ordering System ("BOS"). KCPLF will limit access to personal data according to the agreement with DPIL. Personal data shared with any other participating agency, as requested, shall be subject to DPIL's data privacy requirements.
  4. KCPLF shall be the "Local Champion" as defined by the DPIL and serve as the 501c3 Partner for the purposes of signing agreements with DPIL and for the purpose of obtaining bulk mailing privileges.
- B. Funding. The Commonwealth of Kentucky and KCPLF shall provide funding for the operation of the KCIL as follows:
1. KCPLF may elect to donate funds directly to the KCIL or provide funds through KCPL to KCIL but will have no ongoing financial commitment to the funding of the KCIL.
- C. Promotion and Marketing. All participating Agencies shall engage in the promotion and marketing of the KCIL program. Such promotion and marketing includes, but is not limited to:
1. Exhibiting and placing promotional and marketing materials in its locations.
  2. Promoting the KCIL program in written and electronic communications with the public.
  3. Working with outside agencies to promote the KCIL program to caregivers of children within the target age range.
  4. Order and maintain supplies and marketing materials for promoting the KCIL.

## **III. Kenton County School District's Responsibilities.**

- A. Administration. The Kenton County School District shall:
1. Physically and digitally secure, within its own means, access to the personal data of all program participants. Access to personal data will be limited to directors, officers, and employees of the BISD, and confidentiality of such data will be strictly maintained at all times. Data collected through printed applications will be destroyed upon entry into the BOS. KCSD will limit access to personal data according to the agreement with DPIL. Personal data shared with any other participating agency, as requested, shall be subject to DPIL's data privacy requirements.

2. *Dolly Parton's Imagination Library USA Operations Guide* for the most recent year shall be the operations and policy manual governing the KCIL's administration. Where necessary, the KCIL shall adopt any internal policies and procedures necessary to remain compliant with DPIL program requirements.
3. KCSD shall make its office, located at 1055 Eaton Dr., Ft. Wright, KY 41017, available for meetings of the representatives of the KCIL.
4. KCSD shall provide or allow access to any equipment, computers, software, or other things necessary for the efficient management of the KCIL's business and affairs.

**B. Funding.** The Commonwealth of Kentucky and KCSD shall provide funding for the operation of the KCIL as follows:

1. As set for in KRS 171.228, the Commonwealth of Kentucky's General Assembly has agreed to provide fifty percent (50%) of the cost of support a DPIL program in cooperation with a local program partner that shall provide the remaining fifty percent (50%) of program costs.
2. As set forth in Appendix A, KCSD will provide its share of the cost of operating the KCIL.
3. KCPL will, as the administrative partner, provide documentation of the program's expenses to KCSD.
4. KCPL will invoice, acting as the KCIL, KCSD for the program's operational costs annually with additional requests for funding being made, as substantiated by KCPL, as necessary.
5. Surplus funds held with The Dollywood Foundation shall remain with The Dollywood Foundation as a reserve for the continued operation of the program unless otherwise provided by the conditions set forth in Section X of this Agreement.
6. In the event KCIL incurs any unanticipated or extraordinary expense, or if funds held in its operating account become insufficient for the proper administration of the DPIL program, then representatives of the KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL shall call a special meeting which shall be attended by representatives of all parties to this Agreement for the purpose of determining how to fund such expense or shortfall.

- C. Promotion and Marketing.** All participating Agencies shall engage in the promotion and marketing of the KCIL program. Such promotion and marketing includes, but is not limited to:
1. Exhibiting and placing promotional and marketing materials in its locations.
  2. Promoting the KCIL program in written and electronic communications with the public.
  3. Working with outside agencies to promote the KCIL program to caregivers of children within the target age range.
  4. Order and maintain supplies and marketing materials for promoting the KCIL.

**IV. Beechwood Independent School District's Responsibilities.**

**A. Administration.** The Beechwood Independent School District shall:

1. Physically and digitally secure, within its own means, access to the personal data of all program participants. Access to personal data will be limited to directors, officers, and employees of the BISD, and confidentiality of such data will be strictly maintained at all times. Data collected through printed applications will be destroyed upon entry into the BOS. BISD will limit access to personal data according to the agreement with DPIL. Personal data shared with any other participating agency, as requested, shall be subject to DPIL's data privacy requirements.
2. *Dolly Parton's Imagination Library USA Operations Guide* for the most recent year shall be the operations and policy manual governing the KCIL's administration. Where necessary, the KCIL shall adopt any internal policies and procedures necessary to remain compliant with DPIL program requirements.



3. BISD shall make its office, located at \_\_\_\_\_, available for meetings of the representatives of the KCIL.
4. BISD shall provide or allow access to any equipment, computers, software, or other things necessary for the efficient management of the KCIL's business and affairs.

B. Funding. The Commonwealth of Kentucky and BISD shall provide funding for the operation of the KCIL as follows:

1. As set for in KRS 171.228, the Commonwealth of Kentucky's General Assembly has agreed to provide fifty percent (50%) of the cost of support a DPIL program in cooperation with a local program partner that shall provide the remaining fifty percent (50%) of program costs.
2. As set forth in Appendix A, BISD will provide its share of the cost of operating the KCIL.
3. KCPL will, as the administrative partner, provide documentation of the program's expenses to BISD.
4. KCPL will invoice, acting as the KCIL, BISD for the program's operational costs annually with additional requests for funding being made, as substantiated by KCPL, as necessary.
5. Surplus funds held with The Dollywood Foundation shall remain with The Dollywood Foundation as a reserve for the continued operation of the program unless otherwise provided by the conditions set forth in Section X of this Agreement.
6. In the event KCIL incurs any unanticipated or extraordinary expense, or if funds held in its operating account become insufficient for the proper administration of the DPIL program, then KCPL shall call a special meeting which shall be attended by representatives of all parties to this Agreement for the purpose of determining how to fund such expense or shortfall.

C. Promotion and Marketing. All participating Agencies shall engage in the promotion and marketing of the KCIL program. Such promotion and marketing includes, but is not limited to:

1. Exhibiting and placing promotional and marketing materials in its locations.
2. Promoting the KCIL program in written and electronic communications with the public.
3. Working with outside agencies to promote the KCIL program to caregivers of children within the target age range.
4. Order and maintain supplies and marketing materials for promoting the KCIL.

**V. Covington Independent School District's Responsibilities.**

A. Administration. The Covington Independent School District shall:

1. Physically and digitally secure, within its own means, access to the personal data of all program participants. Access to personal data will be limited to directors, officers, and employees of the CISD, and confidentiality of such data will be strictly maintained at all times. Data collected through printed applications will be destroyed upon entry into the BOS. CISD will limit access to personal data according to the agreement with DPIL. Personal data shared with any other participating agency, as requested, shall be subject to DPIL's data privacy requirements.
2. *Dolly Parton's Imagination Library USA Operations Guide* for the most recent year shall be the operations and policy manual governing the KCIL's administration. Where necessary, the KCIL shall adopt any internal policies and procedures necessary to remain compliant with DPIL program requirements.
3. CISD shall make its office, located at \_\_\_\_\_, available for meetings of the representatives of the KCIL.
4. CISD shall provide or allow access to any equipment, computers, software, or other things necessary for the efficient management of the KCIL's business and affairs.

B. Funding. The Commonwealth of Kentucky and CISD shall provide funding for the operation of the KCIL as follows:

1. As set for in KRS 171.228, the Commonwealth of Kentucky's General Assembly has agreed to provide fifty percent (50%) of the cost of support a DPIL program in cooperation with a local program partner that shall provide the remaining fifty percent (50%) of program costs.
2. As set forth in Appendix A, CISD will provide its share of the cost of operating the KCIL.
3. KCPL will, as the administrative partner, provide documentation of the program's expenses to CISD.
4. KCPL will invoice, acting as the KCIL, CISD for the program's operational costs annually with additional requests for funding being made, as substantiated by KCPL, as necessary.
5. Surplus funds held with The Dollywood Foundation shall remain with The Dollywood Foundation as a reserve for the continued operation of the program unless otherwise provided by the conditions set forth in Section X of this Agreement.
6. In the event KCIL incurs any unanticipated or extraordinary expense, or if funds held in its operating account become insufficient for the proper administration of the DPIL program, then KCPL shall call a special meeting which shall be attended by representatives of all parties to this Agreement for the purpose of determining how to fund such expense or shortfall.

C. Promotion and Marketing. All participating Agencies shall engage in the promotion and marketing of the KCIL program. Such promotion and marketing includes, but is not limited to:

1. Exhibiting and placing promotional and marketing materials in its locations.
2. Promoting the KCIL program in written and electronic communications with the public.
3. Working with outside agencies to promote the KCIL program to caregivers of children within the target age range.
4. Order and maintain supplies and marketing materials for promoting the KCIL.

## **VI. Erlanger-Elsmere Independent School District's Responsibilities.**

A. Administration. The Erlanger-Elsmere Independent School District shall:

1. Physically and digitally secure, within its own means, access to the personal data of all program participants. Access to personal data will be limited to directors, officers, and employees of the EEISD, and confidentiality of such data will be strictly maintained at all times. Data collected through printed applications will be destroyed upon entry into the BOS. EEISD will limit access to personal data according to the agreement with DPIL. Personal data shared with any other participating agency, as requested, shall be subject to DPIL's data privacy requirements.
2. *Dolly Parton's Imagination Library USA Operations Guide* for the most recent year shall be the operations and policy manual governing the KCIL's administration. Where necessary, the KCIL shall adopt any internal policies and procedures necessary to remain compliant with DPIL program requirements.
3. EEISD shall make its office, located at \_\_\_\_\_, available for meetings of the representatives of the KCIL.
4. EEISD shall provide or allow access to any equipment, computers, software, or other things necessary for the efficient management of the KCIL's business and affairs.

B. Funding. The Commonwealth of Kentucky and EEISD shall provide funding for the operation of the KCIL as follows:

1. As set for in KRS 171.228, the Commonwealth of Kentucky's General Assembly has agreed to provide fifty percent (50%) of the cost of support a DPIL program in cooperation with a local program partner that shall provide the remaining fifty percent (50%) of program costs.
2. As set forth in Appendix A, EEISD will provide its share of the cost of operating the KCIL.
3. KCPL will, as the administrative partner, provide documentation of the program's expenses to EEISD.
4. KCPL will invoice, acting as the KCIL, EEISD for the program's operational costs annually with additional requests for funding being made, as substantiated by KCPL, as necessary.
5. Surplus funds held with The Dollywood Foundation shall remain with The Dollywood Foundation as a reserve for the continued operation of the program unless otherwise provided by the conditions set forth in Section X of this Agreement.
6. In the event KCIL incurs any unanticipated or extraordinary expense, or if funds held in its operating account become insufficient for the proper administration of the DPIL program, then KCPL shall call a special meeting which shall be attended by representatives of all parties to this Agreement for the purpose of determining how to fund such expense or shortfall.

- C. Promotion and Marketing. All participating Agencies shall engage in the promotion and marketing of the KCIL program. Such promotion and marketing includes, but is not limited to:
1. Exhibiting and placing promotional and marketing materials in its locations.
  2. Promoting the KCIL program in written and electronic communications with the public.
  3. Working with outside agencies to promote the KCIL program to caregivers of children within the target age range.
  4. Order and maintain supplies and marketing materials for promoting the KCIL.

## **VII. Ludlow Independent School District's Responsibilities.**

- A. Administration. The Ludlow Independent School District shall:

1. Physically and digitally secure, within its own means, access to the personal data of all program participants. Access to personal data will be limited to directors, officers, and employees of the LISD, and confidentiality of such data will be strictly maintained at all times. Data collected through printed applications will be destroyed upon entry into the BOS. LISD will limit access to personal data according to the agreement with DPIL. Personal data shared with any other participating agency, as requested, shall be subject to DPIL's data privacy requirements.
2. *Dolly Parton's Imagination Library USA Operations Guide* for the most recent year shall be the operations and policy manual governing the KCIL's administration. Where necessary, the KCIL shall adopt any internal policies and procedures necessary to remain compliant with DPIL program requirements.
3. LISD shall make its office, located at \_\_\_\_\_, available for meetings of the representatives of the KCIL.
4. LISD shall provide or allow access to any equipment, computers, software, or other things necessary for the efficient management of the KCIL's business and affairs.

- B. Funding. The Commonwealth of Kentucky and LISD shall provide funding for the operation of the KCIL as follows:

1. As set for in KRS 171.228, the Commonwealth of Kentucky's General Assembly has agreed to provide fifty percent (50%) of the cost of support a DPIL program in cooperation with a local program partner that shall provide the remaining fifty percent (50%) of program costs.
2. As set forth in Appendix A, LISD will provide its share of the cost of operating the KCIL.

3. KCPL will, as the administrative partner, provide documentation of the program's expenses to LISD.
4. KCPL will invoice, acting as the KCIL, LISD for the program's operational costs annually with additional requests for funding being made, as substantiated by KCPL, as necessary.
5. Surplus funds held with The Dollywood Foundation shall remain with The Dollywood Foundation as a reserve for the continued operation of the program unless otherwise provided by the conditions set forth in Section X of this Agreement.
6. In the event KCIL incurs any unanticipated or extraordinary expense, or if funds held in its operating account become insufficient for the proper administration of the DPIL program, then KCPL shall call a special meeting which shall be attended by representatives of all parties to this Agreement for the purpose of determining how to fund such expense or shortfall.

- C. Promotion and Marketing. All participating Agencies shall engage in the promotion and marketing of the KCIL program. Such promotion and marketing includes, but is not limited to:
1. Exhibiting and placing promotional and marketing materials in its locations.
  2. Promoting the KCIL program in written and electronic communications with the public.
  3. Working with outside agencies to promote the KCIL program to caregivers of children within the target age range.
  4. Order and maintain supplies and marketing materials for promoting the KCIL.

## **VIII. Kenton County Public Library's Responsibilities.**

- A. Administration. The Kenton County Public Library shall:
1. Serve as liaison to DPIL on all matters pertaining to the ongoing administration of the Kenton County Imagination Library.
  2. *Dolly Parton's Imagination Library USA Operations Guide* for the most recent year shall be the operations and policy manual governing the KCIL's administration. Where necessary, the KCIL shall adopt any internal policies and procedures necessary to remain compliant with DPIL.
  3. Maintain the database of Imagination Library participants through the system provided by the DPIL called the BOS to include:
    - i. Approving/denying participants;
    - ii. Removing participants who have relocated out of Kenton County;
    - iii. Updating personal information for participants who relocate within Kenton County;
    - iv. Contacting the caregiver(s) of participants if materials are returned.
  4. Physically and digitally secure, within its own means, access to the personal data of all program participants. Access to personal data will be limited to directors, officers, and employees of the KCPL, and confidentiality of such data will be strictly maintained at all times. Data collected through printed applications will be destroyed upon entry into the BOS. KCPL will limit access to personal data according to the agreement with DPIL. Personal data shared with any other participating agency, as requested, shall be subject to DPIL's data privacy requirements.
  5. KCPL shall make its office, located at \_\_\_\_\_, available for meetings of the representatives of the KCIL.
  6. KCPL shall provide or allow access to any equipment, computers, software, or other things necessary for the efficient management of the KCIL's business and affairs. KCPL's officers and employees will have primary responsibility for administrative and accounting functions of the KCIL. KCPL will ensure that all financial and other records of the KCIL are segregated from KCPL's records.



B. Funding. The Commonwealth of Kentucky and KCPL shall provide funding for the operation of the KCIL as follows:

1. As set for in KRS 171.228, the Commonwealth of Kentucky's General Assembly has agreed to provide fifty percent (50%) of the cost of support a DPIL program in cooperation with a local program partner that shall provide the remaining fifty percent (50%) of program costs.
2. As set forth in Appendix A, KCPL will provide its share of the cost of operating the KCIL.
3. KCPL will invoice, acting as the KCIL, KCPL for the program's operational costs annually with additional requests for funding being made, as substantiated by KCPL, as necessary.
4. Surplus funds held with The Dollywood Foundation shall remain with The Dollywood Foundation as a reserve for the continued operation of the program unless otherwise provided by the conditions set forth in Section X of this Agreement.
5. In the event KCIL incurs any unanticipated or extraordinary expense, or if funds held in its operating account become insufficient for the proper administration of the DPIL program, then KCPL shall call a special meeting which shall be attended by representatives of all parties to this Agreement for the purpose of determining how to fund such expense or shortfall.

C. Accounting, finance, billing and payments. The KCPL, acting on behalf of the KCIL, shall perform the following accounting, finance, billing, and payment responsibilities related to the KCIL program:

1. Ensure all expenses and disbursements pursuant to the terms of this Agreement are timely paid during the first year and subsequent years to the termination of this Agreement.
2. Invoice all of the parties to this Agreement as agreed in Appendix A and in Sections III, IV, V, VI, VII, and VIII of the Agreement, provide documentation of program expenses to all of the parties to this Agreement as requested, ensure that the fund balance held by The Dollywood Foundation is sufficient at all times for the program's expenses, and request additional funds as necessary from all of the parties to this Agreement to provide for the program's expenses.

D. Promotion and Marketing. All participating Agencies shall engage in the promotion and marketing of the KCIL program. Such promotion and marketing includes, but is not limited to:

1. Exhibiting and placing promotional and marketing materials in its locations.
2. Promoting the KCIL program in written and electronic communications with the public.
3. Working with outside agencies to promote the KCIL program to caregivers of children within the target age range.
4. Order and maintain supplies and marketing materials for promoting the KCIL.

## **IX. Disbursement of Donations, Grants, or other Outside Funding Sources**

The parties hereto agree that they will solicit outside funding sources through private donations, grants, or other opportunities as they become available to support the Kenton County Imagination Library. Due to the difficulty of tracking and applying funds received from any source other than KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL under this Agreement, the parties agree that any donated, granted, or other funds will be deposited directly to The Dollywood Foundation and designated for the Kenton County Imagination Library (Affiliate Identification Number \_\_\_\_\_).

## **X. Term; Termination**

A. Term. This Agreement shall continue in full force and effect until terminated pursuant to this Section.

**B. Unilateral Termination or Withdrawal.**

1. KCPLF may terminate this Agreement by providing written notice to the other parties to this Agreement not less than twelve (12) months prior to the termination date. In such case, the KCPLF agrees to:
  - i. Work with the other parties to this Agreement to find a substitute organization(s) to fulfill their respective responsibilities under this Agreement or transition their responsibilities under this Agreement to another participating Agency upon agreement with the other parties to this Agreement; and
  - ii. In the event, the other parties to this Agreement elect to continue operation of the KCIL program following KCPLF's withdrawal, forfeit all funds contributed by it to the KCIL for the continued administration of the DPIL program. If the DPIL program is not continued following termination by KCPLF, any funds held by the KCIL shall be distributed pursuant to subsection C hereof.
2. KCSD may terminate this Agreement by providing written notice to the other parties to this Agreement not less than twelve (12) months prior to the termination date. In such case, the KCSD agrees to:
  - i. Work with the other parties to this Agreement to find a substitute organization(s) to fulfill their respective responsibilities under this Agreement or transition their responsibilities under this Agreement to another participating Agency upon agreement with the other parties to this Agreement; and
  - ii. In the event, the other parties to this Agreement elect to continue operation of the KCIL program following KCSD's withdrawal, forfeit all funds contributed by it to the KCIL for the continued administration of the DPIL program. If the DPIL program is not continued following termination by KCSD, any funds held by the KCIL shall be distributed pursuant to subsection C hereof.
3. BISD may terminate this Agreement by providing written notice to the other parties to this Agreement not less than twelve (12) months prior to the termination date. In such case, the BISD agrees to:
  - i. Work with the other parties to this Agreement to find a substitute organization(s) to fulfill their respective responsibilities under this Agreement or transition their responsibilities under this Agreement to another participating Agency upon agreement with the other parties to this Agreement; and
  - ii. In the event, the other parties to this Agreement elect to continue operation of the KCIL program following BISD's withdrawal, forfeit all funds contributed by it to KCIL for the continued administration of the DPIL program. If the DPIL program is not continued following termination by BISD, any funds held by the KCIL shall be distributed pursuant to subsection C hereof.
4. CISD may terminate this Agreement by providing written notice to the other parties to this Agreement not less than twelve (12) months prior to the termination date. In such case, the CISD agrees to:
  - i. Work with the other parties to this Agreement to find a substitute organization(s) to fulfill their respective responsibilities under this Agreement or transition their responsibilities under this Agreement to another participating Agency upon agreement with the other parties to this Agreement; and

- ii. In the event, the other parties to this Agreement elect to continue operation of the KCIL program following CISD's withdrawal, forfeit all funds contributed by it to KCIL for the continued administration of the DPIL program. If the DPIL program is not continued following termination by CISD, any funds held by the KCIL shall be distributed pursuant to subsection C hereof.
- 5. EEISD may terminate this Agreement by providing written notice to the other parties to this Agreement not less than twelve (12) months prior to the termination date. In such case, the EEISD agrees to:
  - i. Work with the other parties to this Agreement to find a substitute organization(s) to fulfill their respective responsibilities under this Agreement or transition their responsibilities under this Agreement to another participating Agency upon agreement with the other parties to this Agreement; and
  - ii. In the event, the other parties to this Agreement elect to continue operation of the KCIL program following EEISD's withdrawal, forfeit all funds contributed by it to KCIL for the continued administration of the DPIL program. If the DPIL program is not continued following termination by EEISD, any funds held by the KCIL shall be distributed pursuant to subsection C hereof.
- 6. LISD may terminate this Agreement by providing written notice to the other parties to this Agreement not less than twelve (12) months prior to the termination date. In such case, the LISD agrees to:
  - i. Work with the other parties to this Agreement to find a substitute organization(s) to fulfill their respective responsibilities under this Agreement or transition their responsibilities under this Agreement to another participating Agency upon agreement with the other parties to this Agreement; and
  - ii. In the event, the other parties to this Agreement elect to continue operation of the KCIL program following LISD's withdrawal, forfeit all funds contributed by it to KCIL for the continued administration of the DPIL program. If the DPIL program is not continued following termination by LISD, any funds held by the KCIL shall be distributed pursuant to subsection C hereof.
- 7. KCPL may terminate this Agreement by providing written notice to the other parties to this Agreement not less than twelve (12) months prior to the termination date. In such case, the KCPL agrees to:
  - i. Work with the other parties to this Agreement to find a substitute organization(s) to fulfill their respective responsibilities under this Agreement or transition their responsibilities under this Agreement to another participating Agency upon agreement with the other parties to this Agreement; and
  - ii. In the event, the other parties to this Agreement elect to continue operation of the KCIL program following KCPL's withdrawal, forfeit all funds contributed by it to KCIL for the continued administration of the DPIL program. If the DPIL program is not continued following termination by KCPL, any funds held by the KCIL shall be distributed pursuant to subsection C hereof.

C. Mutual Termination. KCPLF, KCSD, BISD, CISD, EEISD, LISD and KCPL may, upon mutual agreement, terminate this Agreement and end participation in the Kenton County Dolly Parton's Imagination Library. In such case, the parties agree as follows:

1. Any remaining funds held by Kenton County Imagination Library shall be distributed, pro rata in accordance with each party's contribution, to each entity after payment of all of KCIL's expenses.
2. The parties will work together to bring an amicable end to the contractual agreement with DPIL.
3. Inform all program participants and their respective caregivers of the termination of the KCIL, work toward securing support from other agencies, and support any efforts locally to continue the program.

## **XI. Miscellaneous Provisions**

- A. No changes to this Agreement shall be made except in writing executed by authorized representatives of all parties hereto.
- B. The parties hereto agree to indemnify, defend, and hold one another harmless from and against any and all liability or expense (including reasonable attorneys' 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.
- C. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one original document.
- D. This Agreement is not intended to create a partnership or joint venture between the parties and it is agreed that no such relationship exists.
- E. 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 right to enforce this Agreement or make any claims under it.
- F. This Agreement may not be assigned by any party except with the written consent of all parties hereto.
- G. 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 Kenton County Public Library Foundation**

By: \_\_\_\_\_  
President, Kenton County Public Library Foundation

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

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

**Signature page for Kenton County School District**

By: \_\_\_\_\_  
Superintendent, Kenton County School District

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

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

**Signature page for Beechwood Independent School District**

By: \_\_\_\_\_  
Superintendent, Beechwood Independent School District

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

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

**Signature page for Covington Independent School District**

By: \_\_\_\_\_  
Superintendent, Covington Independent School District

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

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



**Signature page for Erlanger-Elsmere Independent School District**

By: \_\_\_\_\_  
Superintendent, Erlanger-Elsmere Independent School District

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

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

**Signature page for Ludlow Independent School District**

By: \_\_\_\_\_  
Superintendent, Ludlow Independent School District

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

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

**Signature page for Kenton County Public Library**

By: \_\_\_\_\_  
Library Director, Kenton County Public Library

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

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

## **Appendix A:**

### **Estimation of Costs of 55% Participation of Kenton County's Total Eligible Population for Dolly Parton's Imagination Library**

Using the 2020 Census and/or the most current American Community Survey data, as produced by the United Census Bureau, as a basis, KCIL's annual cost for the operation of its DPIL program is estimated below.

The current estimated total eligible population is estimated to be approximately 9,414 children between the ages of 0 and 5 (60 months). Fifty-five percent (55%) of this population is estimated to be 5,178.

The average cost per child, per month for printing and mailing a book to registered children in the DPIL program is currently \$2.20. Of this amount, the Commonwealth of Kentucky's General Assembly has passed legislation (KRS 171.228) providing for fifty percent (50%) of the costs for each participating local program partner. The remaining \$1.10 is responsibility of the local program partner.

The total estimated annual cost to the local program partner, using these figures, for a participation rate of 55% of the total estimated population would be \$68,349.60 (sixty-eight thousand, three hundred and forty-nine dollars and sixty cents).

Using these figures:

- KCPL shall pay an initial \$70,000 (seventy thousand dollars) for the first year of projected program costs. This amount will create a program reserve with DWF for monthly invoicing. During the first year, the other participating entities will pay for the entire invoiced amounts according to the percentage of eligible children in their respective service areas:
  - KCSD shall pay, on a quarterly basis, 50.88% of the actual invoices received.
  - BISD shall pay, on a quarterly basis, 5.34% of the actual invoices received.
  - CISD shall pay, on a quarterly basis, 24.41% of the actual invoices received.
  - EEISD shall pay, on a quarterly basis, 17.17% of the actual invoices received.
- In subsequent years (based on the date of the Agreement's full execution), KCPL shall pay, on a quarterly basis, 50% of the actual invoiced amount. Of the remaining 50%:
  - KCSD shall pay, on a quarterly basis, 50.88% of the actual invoices received.
  - BISD shall pay, on a quarterly basis, 5.34% of the actual invoices received.
  - CISD shall pay, on a quarterly basis, 24.41% of the actual invoices received.
  - EEISD shall pay, on a quarterly basis, 17.17% of the actual invoices received.

Ludlow Independent School District will continue its existing DPIL program, covering their District's service area until July 1, 2026, or until such time as the funds in their current program expire, whichever is earlier. After that time, LISD will enter into this agreement and provide 2.2% of the actual invoices received on a quarterly basis.



All invoices will be generated by KCPL. Payments will be made payable to Kenton County Public Library and noted as applicable to the Kenton County Imagination Library (Affiliate Identification Number \_\_\_\_\_) within thirty (30) calendar days of receipt. KCPL, upon receipt of all payments, will deposit all held funds with The Dollywood Foundation to be used solely to cover the invoiced costs for the printing and mailing of books to registered children in Dolly Parton's Imagination Library residing in Kenton County.