

# **Campbell County Imagination Library Participation Contract**

This Campbell County Imagination Library Participation Contract (the “Agreement”) is by and among Campbell County Imagination Library, Inc., a Kentucky nonprofit corporation (the “Campbell County Imagination Library”), Campbell County Public Library District Board of Trustees (“CCPL”) and the respective Campbell County School Districts that have joined in this Agreement as evidenced by their signatures hereto (the “Districts”).

## **Recitals**

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

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

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

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

Whereas, CCPL and the Districts have determined that the creation and administration of the Campbell County Imagination Library as a 501(c)(3) qualified non-profit corporation will further serve their goal of implementing a DPIL program in Campbell County; and

Whereas, the Campbell County Imagination Library, CCPL 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 other good and valuable consideration, the Campbell County Imagination Library, CCPL, and the Districts agree as follows:

## **Terms**

### **I. Campbell County Imagination Library**

#### **A. Creation.**

1. The Campbell County Imagination Library has filed Articles of Incorporation with the Kentucky Secretary of State establishing the Campbell County Imagination Library, Inc. as nonprofit corporation pursuant to KRS Chapter 273. The Campbell County Imagination Library is governed and directed by a Board of Directors appointed pursuant to the terms of the Articles of Incorporation.
2. The Campbell County Imagination Library is organized and operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States Internal Revenue law. The Campbell County Imagination Library has obtained qualification as a

tax-exempt organization under Section 501(c)(3) and takes all necessary action to maintain that status. CCPL and the Districts shall have no obligation to contribute funds to the Campbell County Imagination Library unless such tax-exempt status is maintained.

- B. Responsibilities. CCPL acting on behalf of the Campbell County Imagination Library shall perform the following administrative responsibilities related to the Campbell County DPIL program:
1. Secure and maintain all necessary agreements with DPIL to establish the Imagination Library program (“Imagination Library”) contemplated by this Agreement.
  2. 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 Campbell County Imagination Library’s administration. Where necessary, the Campbell County Imagination Library shall adopt any internal policies and procedures necessary to remain compliant with DPIL program requirements.
  3. The Campbell County Imagination Library shall serve as liaison to DPIL on all matters pertaining to the ongoing administration of the Campbell County Imagination Library.
  4. 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.
  5. Physically and digitally secure, within its own means, access to the personal data of all participants. Access to personal data will be limited to directors, officers, and employees of the Campbell County Imagination Library and CCPL, 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. (Campbell County Imagination Library and CCPL 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.)
  6. Provide CCPL and the Districts with reports and other information related to the operations and governance of the Campbell County Imagination Library, including but not limited to financial reports and reports concerning the children served by the DPIL program.
  7. In the event Campbell County Imagination Library 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 the President or Board of Directors shall call a special meeting of the Board of Directors 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. CCPL, acting on behalf of the Campbell County Imagination Library, shall perform the following accounting, finance, billing, and payment responsibilities related to the Campbell County DPIL program:
1. Pay all expenses and make all disbursements pursuant to terms of the Campbell County Imagination’s Bylaws.
  2. Invoice CCPL and 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. Each District and CCPL will be billed quarterly. The Districts will be billed for one-half of the average cost per month, per child. This rate varies each month and will be computed by CCPL with the total quarterly billing reflecting

each month's actual costs. CCPL will be billed for the remaining half of the cost per month, per child, calculated in the same manner for all service areas in Campbell County.

3. Maintain necessary bank accounts and maintain an accurate and complete accounting system to track all revenues and expenditures. Financial reports shall be submitted to CCPL on a monthly basis and the Districts at regular meetings of the CCIL Board and upon request.
4. Validate and pay, upon receipt, invoices received from DPIL and any other vendors.

D. Promotion and marketing. The Campbell County Imagination Library shall:

1. Order and maintain all supplies and marketing materials for promoting the DPIL Imagination Library.
2. Work with outside agencies to promote the DPIL Imagination Library to caregiver(s) within the target age range.

## II. CCPL's Responsibilities.

A. Administration Assistance. When requested or necessary, CCPL agrees to provide administrative assistance to the Campbell County Imagination Library, including but not limited to the following:

1. CCPL's Cold Spring Branch located at 3920 Alexandria Pike, Cold Spring, KY 41076 shall serve as the office of the Campbell County Imagination Library. CCPL shall make its offices and facilities available for meetings of the Campbell County Imagination Library's Board of Directors and other meetings and functions conducted by it.
2. CCPL shall provide or allow access to any equipment, computers, software, or other things necessary for the efficient management of the Campbell County Imagination Library's business and affairs. CCPL officers and employees will have primary responsibility for administrative and accounting functions of the Campbell County Imagination Library. CCPL shall ensure that all financial and other records of the Campbell County Imagination Library are segregated from CCPL's records.
3. CCPL's Director and Treasurer shall serve as the President and Treasurer of the Campbell County Imagination Library unless otherwise determined by the Campbell County Imagination Library's Board of Directors.

B. Funding. CCPL shall provide funding for the operation of the Campbell County Imagination Library as follows:

1. Provide funding for half of the average cost of each participant per month for all service areas in Campbell County, to be paid quarterly.
2. Provide funding for one-half of any operational or administrative costs that are over and above the DPIL program participant costs.
3. Continue all required payments, provisions, services, and duties in this contract until this Agreement is terminated.

C. Promotion and Marketing. CCPL shall engage in the promotion and marketing of the Campbell County DPIL program. Such promotion and marketing includes, but is not limited to:

1. Exhibiting and placing promotional and marketing materials in its branches.
2. Promoting the DPIL program in written and electronic communications with the public.
3. Working with outside agencies and the Campbell County Imagination Library to promote the DPIL program to caregivers of children within the target age range.

## III. District Obligations

- A. Funding. Each District shall provide funding for the operation of the Campbell County Imagination Library as follows:
1. Provide funding for half of the average cost of each participant per month within its service area. Each District shall pay, upon receipt, its respective share of the participant costs provided by the Campbell County Imagination Library on a quarterly basis.
  4. Provide funding for one-half its proportional share of any operational or administrative costs that are over and above the DPIL program participant costs. Each District's proportional share shall be determined based on the number of participants in that District's service area divided by the total number of participants.
  5. Continue all required payments, provisions, services, and duties in this Agreement is terminated.
- B. Promotion and Marketing. Each District shall engage in the promotion and marketing of the Campbell County DPIL program. Such promotion and marketing includes, but is not limited to:
1. Promote the DPIL program within its own programs and operations to maximize participation by the target age range.
  2. Working with outside agencies and the Campbell County Imagination Library to promote the Campbell County DPIL program to caregivers of children within the target age range.
- C. Other Obligations. Each District agrees that it will also do all of the following:
1. Secure, physically and digitally, any personal data of participants that CCPL and/or the Campbell County Imagination Library shares 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.
  2. Communicate any known issues with the program to CCPL and Campbell County Imagination Library in a timely fashion.
  3. Nominate to the Campbell County Imagination Library Board of Directors one (1) Director to serve an initial term and one (1) Director for each succeeding term.

#### **IV. 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 Campbell County Imagination Library. Due to the difficulty of tracking and applying funds received from any source other than CCPL and the Districts under this Agreement, the parties agree that any donated, granted, or other funds deposited with the Campbell County Imagination Library will be sent to The Dollywood Foundation under the provisions outlined in Appendix A.

#### **V. 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. CCPL may terminate this Agreement by providing written notice to the Districts and Campbell County Imagination Library not less than twelve (12) months prior to the termination date. In such case, CCPL agrees to:
    - i. Work with the Districts and Campbell County Imagination Library to find a substitute organization to fulfill CCPL's responsibilities under this Agreement or transition CCPL's

responsibilities under this Agreement to the Campbell County Imagination Library or the Districts; and

- ii. In the event the Districts and the Campbell County Imagination Library elect to continue operation of the DPIL program following CCPL's withdrawal, CCPL shall forfeit all funds contributed by it to Campbell County Imagination Library for the continued administration of the DPIL program. If the DPIL program is not continued following termination by CCPL, any funds held by the Campbell County Imagination Library shall be distributed pursuant to subsection C. hereof.
2. Each District may withdraw from this Agreement by providing written notice to the other Districts, CCPL, and Campbell County Imagination Library not less than twelve (12) months prior to the termination date. In the event of unilateral withdrawal by a District, such withdrawing District agrees to forfeit all contributed funds to the continued operation of Campbell County Imagination Library.
- C. Mutual Termination. CCPL and the Districts may, upon mutual agreement, terminate this Agreement and end participation in the Campbell County Imagination Library. In such case, the parties agree as follows:
1. Any remaining funds held by Campbell County Imagination Library shall be distributed, pro rata in accordance with each party's contribution, to the Districts and CCPL after payment of all of Campbell County Imagination Library's expenses.
  2. The parties will work together to bring an amicable end to the contractual agreement with DPIL at the direction of the Campbell County Imagination Library's Board of Directors.

## **VI. Miscellaneous Provisions**

- A. The full execution of this Agreement serves as the termination of any and all previous agreements.
- B. No changes to this Agreement shall be made except in writing executed by authorized representatives of all parties hereto.
- C. 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.
- D. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one original document.
- E. This Agreement is not intended create a partnership or joint venture between the parties and it is agreed that no such relationship exists.
- F. 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.
- G. This Agreement may not be assigned by any party except with the written consent of all parties hereto.
- H. 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 Campbell County Imagination Library, Inc.**

By: \_\_\_\_\_  
President, Campbell County Imagination Library, Inc.

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

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

**Signature page for Campbell County Public Library District Board of Trustees**

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

Title: \_\_\_\_\_

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

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

**Signature page for Campbell County Schools**

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

Title: \_\_\_\_\_

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

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



**Signature page for Bellevue Independent School District**

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

Title: \_\_\_\_\_

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

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

**Signature page for Dayton Independent School District**

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

Title: \_\_\_\_\_

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

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

**Signature page for Fort Thomas Independent School District**

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

Title: \_\_\_\_\_

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

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

**Signature page for Newport Independent School District**

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

Title: \_\_\_\_\_

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

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

**Signature page for Southgate Independent School District**

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

Title: \_\_\_\_\_

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

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

## **Appendix A:**

### **Cost Sharing Agreement**

CCPL and the Districts have, over the course of their previous agreements, created a financial reserve for the operation of the Campbell County Imagination Library (“CCIL”). These parties agree that the funds that are currently held by CCIL in excess of \$1000.00 (one thousand dollars and zero cents) will be sent to The Dollywood Foundation as a credit for the local program (KYCAMPBELL, Aff ID# 2264) to be used for the regular monthly invoices for the costs of books and mailing for program participants. The transfer of funds will occur upon the signature of the last party to this Agreement.

CCPL will, on or about June 1 of each year, reconcile the CCIL banking account so that any interest or donations received that creates a balance in excess of \$1000.00 (one thousand dollars and zero cents) are sent to The Dollywood Foundation for the local program (KYCAMPBELL, Aff ID# 2264).

CPPL will continue to invoice each party to this agreement quarterly for the costs of the printing and mailing of books as invoiced by The Dollywood Foundation according to the average cost of the participating children in their respective service areas.

As CCIL will remain a 501c3, any state/federal filing costs that must be paid will be deducted from the funds held by CCIL.

Should CCIL’s funds drop below \$1000.00 (one thousand dollars and zero cents) or should CCIL incur unexpected expenses that would exceed its held funds, the parties to this agreement will provide for such expenses according to their respective percentage of the most current invoice for books and mailing, presently:

- Campbell County Public Library – 50%
- Campbell County Schools – 27%
- Fort Thomas Independent Schools – 10%
- Newport Independent Schools – 6%
- Bellevue Independent Schools – 3%
- Dayton Independent Schools – 3%
- Southgate Independent Schools – 1%

CCIL, through its board, has chosen to continue paying for the costs of returned postage for undelivered books. CCPL will monitor and replenish the returned postage fund held by the United States Postal Service. Charges incurred for that service will be divided under the partners to this agreement according to the percentage outlined above.

The previous contract and current Articles of Incorporation require that a financial review be conducted for FY23-24, which ends on June 30, 2024. CCPL will contract with an auditor for this purpose and the results will be shared with the CCIL board. The costs for this audit will be shared, using the percentages above, between the parties to this Agreement.

CCPL will, upon request and at regular meetings of the CCIL Board, provide financial documentation for the revenue and costs of the operation of the CCIL program.

CCPL and the Districts agree to provide for all promotional expenses at their own costs through the CCIL. Each entity will order such materials through CCIL and reimburse CCIL for the entire expense. Promotional services by any other entity on CCIL's behalf would be provided, at cost, by each independent party at no expense to the other partners to this Agreement or CCIL.