

MEMORANDUM OF AGREEMENT BETWEEN JOHNSON COUNTY PUBLIC LIBRARY AND FRANKLIN COMMUNITY SCHOOLS

This Memorandum of Agreement (“Agreement”) is made and entered into this on **March 1, 2026**, between Franklin Community Schools (“FCS”) located at 998 Grizzly Cub Drive, Franklin, Indiana 46131 and Johnson County Public Library (“JCPL”) located at 49 E. Monroe Street, Franklin, Indiana 46131.

BACKGROUND

Over the last several years, FCS and JCPL staff have built strong relationships at the school level. In order to develop a more comprehensive, strategic, and sustainable collaboration that will strengthen both organizations and benefit the community by increasing literacy and educational success, JCPL seeks to strengthen the relationships that already exist and build a strong relationship at the administrative level in order to work together more collaboratively and demonstrate measurable impact.

By developing an infrastructure that will allow all FCS students to access and use JCPL’s digital resources freely, JCPL and FCS will leverage our collaboration for innovative and cost-effective ways to better utilize the County’s limited resources to serve FCS students, their families, and staff.

Both FCS and JCPL understand that such services shall be provided at no cost to FCS.

The term of this Agreement is from the date first written above through cancellation by either party.

HISTORY OF RELATIONSHIP

JCPL and FCS have a long history of working together as educational partners, with JCPL serving as an extension of the classroom – providing students with access to books, computers, reading programs, and dozens of other important educational resources during out-of-school time. Additionally, both organizations are focused on literacy and are committed to creating a community of readers, empowering individuals with free access to information, building a welcoming place where reading, learning, and imagination thrive, maximizing student achievement, and preparing every child to lead a rich and productive life.

The parties enter this Agreement to confirm their agreements regarding these matters.

AGREEMENT

For and in consideration of the mutual promises set forth in this Agreement, the parties do mutually agree as follows:

Obligations of JCPL

In connection with this Agreement, JCPL agrees to the following:

1. JCPL will streamline student access to digital resources by integrating FCS student email information and JCPL library accounts through the SMART Program initiative, allowing every student in FCS instant access to JCPL digital resources. Implementation will include training for students and staff on JCPL’s educational resources. In addition, JCPL will curate specific digital content to support FCS curriculum goals.
2. JCPL will work collaboratively with FCS to further deepen the partnership between the agencies.

3. JCPL will provide FCS with data about student participation in the annual Summer Learning Program, including student name, school, and grade.

Obligations of FCS

In connection with this Agreement, the FCS agrees to the following:

1. FCS will support the implementation of the SMART Program initiative by providing to JCPL: Student email information, first and last name, graduation year, and address of each student enrolled in FCS. This database will be updated monthly beginning in August 2026 as new students enroll in the district.
2. In collaboration with JCPL staff, FCS will help to facilitate the introduction of professional development opportunities for FCS teachers regarding the SMART Program initiative and other library projects.

CONFIDENTIALITY

1. All student and staff data or information provided by FCS is considered confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to students' education records. To the extent that the JCPL has access to any personally identifiable information from students' education records, JCPL agrees that it shall not use such information except for the legitimate educational purpose of providing services pursuant to this Agreement and that it shall not redisclose this information to any other party for any reason. JCPL's staff agrees to comply with all applicable federal and state regulations governing the student records, including FERPA.
2. JCPL's staff will sign statements in which they agree to keep confidential all FCS student record information.

GENERAL PROVISIONS

1. Project Coordinator: Emily Silverman, Library Media Specialist, is designated as the Project Coordinator for FCS. The Project Coordinator shall be FCS's representative in connection with JCPL's performance under this Agreement.
2. JCPL Supervisor: Erin Kirchhoff, Digital Services Manager, is designated as the JCPL Supervisor for JCPL. The JCPL Supervisor is fully authorized to act on behalf of JCPL in connection with this Agreement.
3. Expenses: Any expenses related to the provision of services incurred by JCPL shall be the sole responsibility of JCPL incurring such costs.
4. Termination of Convenience: Either party shall have the further right, without assigning any reason therefore, to terminate any work under this Agreement, in whole or in part, at any time at its complete discretion by proving ten days notice in writing to the other party.
5. No Partnership: The provisions of this Agreement are not intended to create, and shall not be interpreted to create joint venture, a partnership or any similar relationship between the parties. No officer, manager, director, employee, agent, affiliate or other person shall be deemed to be an officer, manager, director, employee, agent, contractor, or sub-contractor of School Corporation. Neither party will have any right, power, or authority, express or implied, to bind the other party.
6. Governing Law and Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Indiana. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State of Indiana in the Circuit or Superior Court of Johnson County, Indiana.

7. There are no third-party beneficiaries to this agreement.
8. There will be a periodic review of available online resources and student use by FCSC.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE FRANKLIN COMMUNITY SCHOOLS BOARD OF EDUCATION

Signature: _____

Name: _____

Title: _____

JOHNSON COUNTY PUBLIC LIBRARY

Signature: Sarah Taylor _____

Name: Sarah Taylor _____

Title: Assistant Director _____