

CLEVELAND PUBLIC LIBRARY

Board Meeting

December 21, 2023

**RESOLUTION AUTHORIZING NEW EMPLOYMENT AGREEMENT WITH THE
DIRECTOR OF THE CLEVELAND PUBLIC LIBRARY**

WHEREAS, The Board of Trustees of the Cleveland Public Library unanimously and proudly selected Felton Thomas Jr. as its choice for Executive Director, CEO of the Cleveland Public Library on December 18, 2008, and approved a three-year employment agreement on January 22, 2009; and

WHEREAS, On February 16, 2012, January 15, 2015, and December 20, 2018, this Board unanimously approved subsequent employment agreements with Director Thomas, extending his employment as Executive Director, CEO of the Cleveland Public Library through December 31, 2023; and

WHEREAS, The Board is enthused and looking forward to the continued leadership and energy that Felton Thomas, Jr. has brought to the Cleveland Public Library as its Executive Director. The Board notes that since the beginning of his tenure, the Director has successfully stewarded the Library through two tax levy campaigns, its 150th anniversary, and has successfully led the Library through the challenging times brought on by the COVID-19 pandemic. The Board further notes that the Library has been the recipient of a "Five Star" rating from the Library Journal ten times during the Director's tenure. As the Library continues to work on its Facilities Master Plan and People's University 2030 Strategic Plan, this Board wishes to retain the leadership and talent that Felton Thomas, Jr. brings to this institution and to provide him the support and assistance necessary so that he can implement his vision for the CPL of the future; and

WHEREAS, Based upon all the foregoing, the proposed increased salary for the Executive Director, pursuant to this Resolution, will place the Director's salary in accord with those of leaders of similar public institutions nationwide; and now therefore be it

RESOLVED, That the Board hereby authorizes the annual salary of Two Hundred Ninety-Seven Thousand Dollars (\$297,000.00) for the Executive Director, effective the pay period that includes January 1, 2024, with annual merit-based increases within the range budgeted for other non-bargaining unit staff for that calendar year, a discretionary annual bonus of up to five percent (5%) of the Director's annual compensation based on the Library's achievement of goals or milestones related to The People's University 2030 Strategic Plan, and a payout of 100% of vacation time and 75% of sick time upon expiration or termination of the agreement; and be it further

RESOLVED, That the Board declares that the annual reimbursement of up to One Thousand Two Hundred Dollars (\$1,200.00) by the Library for professional networking and membership expenses, such as developing connections with potential donors and other individuals and organizations who may be able to provide support to the

Library, is a proper public purpose; and be it further

RESOLVED, That the Board of Trustees of the Cleveland Public Library directs and authorizes the President of the Board of Trustees to execute a new employment agreement with Felton Thomas, Jr. in substantially the form of the agreement attached to this Resolution.

CLEVELAND PUBLIC LIBRARY
EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of and effective January 1, 2024, by and between **TRUSTEES** of the CLEVELAND PUBLIC LIBRARY, hereinafter referred to as the “Board” and **FELTON THOMAS, JR.**, hereinafter referred to as “Director”.

WITNESSETH:

WHEREAS, the Board of Trustees of the Library has determined that Felton Thomas Jr. has served as an outstanding Director of the Cleveland Public Library over the last 10 years, having lead the Library through two successful tax levy campaigns, guided the Library to the status of a “Five Star” library 10 times in his tenure as Director of the Cleveland Public Library, and having garnered national and global recognition as a leader of innovation in public libraries.

WHEREAS, The Board of Trustees of the Library desires to renew Mr. Thomas' contract, and adopted a resolution on December 21, 2023 authorizing the Board President to work with legal counsel to finalize a contract with Mr. Thomas to continue to serve as Director of the Cleveland Public Library.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Board and Felton Thomas do hereby agree as follows:

1. EMPLOYMENT.

The Board hereby employs Director, and Director hereby accepts employment as Executive Director and Chief Executive Officer of the Cleveland Public Library upon the terms and conditions hereinafter set forth.

2. TERM.

The term of employment of Director shall be for a period of five (5) years and one (1) month beginning on January 1, 2024 and ending January 31, 2029.

3. EXTENSION AND MODIFICATION.

The parties hereto may extend the term hereof, the compensation payable hereunder, and any other provisions hereof by mutual agreement. This agreement shall automatically be extended for additional periods of one year, as it is written or may be hereafter modified, unless either party gives to the other party written notice to renegotiate or terminate this agreement at least ninety (90) days prior to its expiration.

4. SCOPE OF EMPLOYMENT.

The Board and Director agree that he will devote his full time to the position, that he will perform to the best of his ability, and that the Board will give him its full support in the execution of his responsibilities and directives in compliance with the philosophy, objectives, and policies established by the Board. As a description of his position and certain of its duties and obligations, the parties agree, and hereby adopt and incorporate by reference the job description is attached hereto as Exhibit "A." During the period of employment hereunder, Director agrees to perform the functions and duties of Director of Library according to applicable laws and rules and policies established by the Board, and to act as the agent of the Board in managing the Library and in communicating between Library staff and Board. Director shall report faithfully and regularly to the Board on the affairs of the Library. No policy of the Board shall be circumvented by Director, nor shall the Board invoke any changes in policy or procedures without consultation with Director.

Amendments to or changes in Library policy shall be effective only upon formal vote of the Board.

5. COMPENSATION.

5.1 As compensation for the services to be rendered by Director hereunder, the Board shall pay Director, so long as he shall be employed hereunder, a salary at the rate of Two Hundred Ninety-Seven Thousand Dollars (\$297,000.00) per annum, effective January 1, 2024, subject to applicable withholdings, payable not less frequently than twice monthly, plus all fringe benefits available to other Library employees, except as otherwise provided herein. Director shall be eligible to receive an annual increase during each year of the Term, including in the first year of the Term, at a rate determined by the Board. The Board shall base the increase on the Director's performance during the prior year, and such increase shall be determined at the discretion of the Board provided, however, that the percentage rate of such increase shall fall within the range of merit-based increases offered to the Cleveland Public Library's other non-bargaining unit staff during the year in question. Each such annual increase shall be made retroactively effective to the pay period that includes January 1 of that year.

5.2 The Board may, at its sole discretion, pay to the Director not more than once per year a bonus not-to-exceed five percent (5%) of the Director's annual salary in recognition of the Cleveland Public Library's achievement of milestones or goals related to The People's University Strategic Plan 2030 adopted by the Board on June 15, 2023.

6. BENEFITS.

Except as otherwise provided, the Board shall provide the benefits described in this Section 6, as well as such other benefits that are provided generally to non-bargaining unit employees of the Library.

- (a) Public Employees Retirement System. During the term hereof, the Board shall pay Director's periodic employee contribution to the Public Employees Retirement System (P.E.R.S.), pursuant to a "pick up" plan, without reducing Director's salary. The Board shall also pay to P.E.R.S. the amount required to be paid by the Library to P.E.R.S. as an employer contribution with respect to Director without a reduction of Director's salary.
- (b) Automobile. In order to facilitate Director's performance of his responsibilities as Director, the Board shall continue to provide to Director an automobile designated by the Board. The Board shall satisfy all reasonable expenses related to the vehicle, including, but not limited to, the costs of maintenance, gasoline, repair, and insurance.
- (c) Vacation and Sick Leave. During each year of this Agreement, the Director shall be entitled to vacation and sick leave in amounts equivalent to those available to non-bargaining unit employees of the Library.
- (d) Conferences. In addition to vacation and sick leave, the Director shall be entitled to devote a reasonable period of time in each year of this Agreement, to attend professional conferences within the library field, to enhance the position of the Library and to continue the professional growth of the Director and all reasonable

expenses associated with such professional conferences shall be satisfied by the Board.

- (e) Professional Networking and Membership Reimbursement. In order to facilitate additional opportunities for the Director to make networking connections for the benefit of the Library, such as developing connections with potential donors and other individuals and organizations who may be able to provide support to the Library, the Director shall be entitled to receive reimbursement up to One Thousand Two Hundred Dollars (\$1,200) per year during the term of this agreement for costs associated with memberships in social and/or professional organizations. Such reimbursement shall be subject to the Library's then-current policies and procedures regarding the reimbursement of expenses and guidance issued by the Ohio Auditor of State.

7. ASSOCIATED PROFESSIONAL ACTIVITIES.

The Board recognizes that the Director may be asked from time to time to serve on professional and governmental panels and advisory groups. The Board agrees that the Director has the Board's encouragement to become actively involved with the various professional associations and activities of the Library and information science community. The Director agrees to avoid involvement or activities that represent a conflict of interest with his position or that appear to conflict with his responsibilities to the Board and the Library. Any speaking, writing, or other activities for which a fee or honorarium are awarded will be performed on the Director's time off from his full-time position.

In addition, the Director shall not serve on the Board of Directors for a non-profit corporation or other for-profit entity without the prior consent of the Board, or without

notice to the Board of service on the Board of Directors (or Board of Trustees) of any non-profit corporation or other entity.

8. CONSULTATION.

Upon prior consent, the Board agrees to permit Director to provide professional consultation advisory services to other library entities during annual vacation leave, or during such other periods as may be previously agreed to by the Board, so long as such consultative services do not conflict with or otherwise impede Director's performance hereunder.

9. CONFIDENTIAL INFORMATION.

During the term of this Agreement and thereafter, the Director shall not disclose to any third party, entity or person, other than personnel of the Library, any confidential or proprietary information, data, know-how, processes, or trade secrets of the Library, without prior written consent of the Board.

10. NOTICE OF TERMINATION.

10.1. During the term of this Agreement, including any extensions to the term as set forth in Section 3 above, Director may only be terminated by the Board for cause. In the event the Board determines to terminate Director for cause, it shall provide Director with a written notice setting forth the charges supporting the cause determination and give Director a hearing before the Board within thirty (30) days of such notice. Until a final decision is rendered by the Board, Director may be suspended with or without pay.

10.2. Following the conclusion of the term set forth in Section 2 above, either party may, without cause, terminate this Agreement by giving ninety (90) days written notice to the other party. In such event, Director shall, unless otherwise directed by the

Board, continue to render his services until the expiration of the ninety (90) day period. So long as the Director complies with the foregoing, he shall be paid his regular compensation through such period of ninety (90) days.

10.3. If the Board terminates this Agreement for cause pursuant to Section 10.1 above, then the Director shall be paid one hundred percent (100%) of his accrued vacation time and fifty percent (50%) of his accumulated sick time. If this Agreement is not extended beyond the term set forth in Section 2 above or if the Board or the Director terminates this Agreement without cause pursuant to Section 10.2 above, then the Director shall be paid one hundred percent (100%) of his accrued vacation time and seventy-five percent (75%) of his accumulated sick time, upon application to Ohio Public Employee's Retirement System for retirement.

10.4. If this Agreement is not extended beyond the term set forth in Section 2 above or if the Board or the Director terminates this Agreement without cause pursuant to Section 10.2 above, then the Board shall pay for the continuation of health insurance coverage for the Director and his spouse pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) until the earlier of (a) eighteen (18) months following the termination of this Agreement; (b) the Director's sixty-fifth birthday; (c) the Director becomes eligible for health insurance coverage through a subsequent employer; or (d) the Director becomes eligible for health insurance coverage offered through his spouse's employer or other source.

11. NOTICE.

Any notice required pursuant to this Agreement shall be made by hand-delivery, facsimile, or certified mail, postage prepaid, to the following addresses:

To the Board:
Cleveland Public Library
Attention: President of Board of Trustees
325 Superior Avenue
Cleveland, Ohio 44114-1271

To the Director:
Felton Thomas
c/o Cleveland Public Library
325 Superior Avenue
Cleveland, Ohio 44114-1271

The Board or Director may change the address to which notice is sent by giving notice of the new address to the other party in the manner provided in this Section.

12. DEATH OR DISABILITY.

In the event of the disability of the Director which renders him incapable of performing his duties hereunder or the death of the Director prior to the completion of the term of this Agreement, the Board shall pay compensation and benefits to the Director (or his heirs, executors, administrators as the case may be) through the end of the month in which such disability or death may occur. Thereafter, the Board shall have no further obligation to the Director or his heirs, executors or administrators, but the foregoing is not intended to limit or restrict Director's heirs from benefits to which they may be entitled from PERS, Social Security, or other similar program of insurance.

13. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding and agreement between the Board and Director with respect to all matters herein. There are no other agreements,

conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing, signed by both parties.

14. GOVERNING LAW.

This Agreement shall be governed by and construed according to the laws of the State of Ohio. The validity of any provision of this Agreement shall not invalidate any other provision hereof.

15. DISPUTE RESOLUTION.

Any dispute between the parties relating to the terms of this Agreement, including but not limited to the termination of employment of Director, shall be resolved solely through arbitration, to be conducted in the City of Cleveland under the rules of the American Arbitration Association (“AAA”). Either party may invoke arbitration by giving notice to the other and to the AAA.

Both the Board and Director shall have all applicable remedies at law, including but not limited to remedies available under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Ohio Civil Rights Laws.

The fees and expenses of the arbitrator and AAA will be borne equally by the parties.

IN WITNESS WHEREOF, and in accordance with the applicable sections of Ohio Revised Code, Chapter 3375, the parties hereto have duly executed this agreement as of the day and year first written above.

[Signatures follow on the next page]

IN THE PRESENCE OF:

THE BOARD OF TRUSTEES OF THE
CLEVELAND PUBLIC LIBRARY

MARITZA RODRIGUEZ, President of the
Board of Trustees

FELTON THOMAS, JR.
Executive Director, CEO



Title: Chief Executive Officer	Reports to: Board of Trustees
Supervisor Responsibilities: Per Organization Chart	Department: Administration
Bargaining Unit: N/A	FLSA Status: Exempt
Job Code:	Hours: Minimum of 7.5 hours per day. Must be able to work flexible and/or additional hours as mandated by library operational needs.
Pay Grade: N/A	Last Revised: 2024

JOB SUMMARY: This position reports to the Board of Trustees and is responsible for leading, directing, and managing the Cleveland Public Library’s operations and serving as the primary Library representative in local, state, national, and international settings.

JOB REQUIREMENTS:

Education: Master’s degree in library and information science.

Experience:

- 10-15 years’ leadership experience in a large library system in a mid-to-large sized city; experience in a research library.
- 5-10 years’ leadership experience in community outreach and relationships.
- 5-10 years’ experience working with a Board of Trustees/Directors.

Technical Expertise:

1. Knowledge of public library philosophy, financing, administration, principles, and procedures.
2. Ability to advocate on local, statewide, and national levels.
3. Experience cultivating and nurturing community partnerships and relationships.
4. Governmental budgetary principles, practices and procedures.
5. Experience in public library, public-sector, and a union environment is preferred.

OTHER EXPECTATIONS:

1. Attendance – Adhere to Library attendance and work schedule policies.
2. Collaboration – Establish and maintain cooperative working relationships. Work in a complex institutional structure requiring significant collaboration.
3. Communication – Read, understand, and communicate information and ideas presented in writing. Listen to, understand and communicate information and ideas.
4. Customer service – Determine and meet customer needs. Work effectively with external entities and the public.
5. Initiative – Work independently with minimal supervision.
6. Positive and enthusiastic attitude – Be courteous and respectful.
7. Quality of work – Effectively manage time to meet operation needs and desired outcomes and plan and organize the steps to implement new projects. Adhere to Library work rules, procedures and policies, and collective bargaining agreements.
8. Reliability – Consistently perform required duties.
9. Teamwork – Work as part of a team and work effectively with persons and communities from diverse cultural, social and ethnic backgrounds.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Evaluation of this position is based primarily on performance of the following essential functions, which include, but are not limited to:

1. Serve as the Library’s Chief Executive Officer. Lead the Executive Leadership Team.
2. Serve as the strategic advisor to the Board of Trustees. Prepare materials for and participate in committees and Board meetings. Inform Board as to local, regional, state, and national developments in the library field.



3. Support, promote, implement, and make decisions based on established library policies and procedures.
4. Prepare annual budget for the Board of Trustees' review and approval. Receive and expend library funds according to established guidelines and budgets. Demonstrate fiscal accountability for the library's resources and the ability to achieve outcomes within allocated resources.
5. Recruit, select, hire, supervise, evaluate, and terminate library staff in conformity with Library policies and practices, federal and state laws, and collective bargaining agreements.
6. Design, implement, and evaluate the strategic and annual/operating plan for the Library.
7. Oversee the collection of library materials.
8. Develop, direct, implement and evaluate high-quality library programs and services that meet the community's needs and are accessible to all.
9. Manage the Library's property, facilities, and buildings.
10. Represent the Library on appropriate committees/collaboratives. Represent and promote the library in a variety of venues, organizations and activities within the community. Cultivate community partnerships and maintain high visibility in the community; foster relationships with community leaders, public officials, donors and other supporters of the library.
11. Establish, implement and oversee policies and procedures.
12. Prepare necessary Board, annual and other required reports, and communications.
13. Oversee productivity standards and efficiency of staff and operating systems.
14. Oversee record and reporting systems.
15. Promote professional development through appropriate educational and organizational activities.
16. Perform other duties as assigned.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

1. The library environment involves everyday risks or discomforts that require normal safety precautions typical of offices, which includes the need for general safe workplace practices with office equipment and computers, avoidance of trips and falls, and observance of fire regulations.
2. The noise level in the work environment is usually quiet to moderate.
3. This position is performed in an office setting although frequent offsite meetings in various settings occur.
4. There is no set schedule for this position due to the requirements to attend meetings and events before or after normal working hours and occasionally on weekends and evenings.
5. Some travel by personal automobile and a valid State of Ohio drivers' license is required. Occasional overnight travel is required.

ACKNOWLEDGEMENT:

The above statements reflect the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a comprehensive listing of all the work requirements that may be inherent in the job.

I understand that the Cleveland Public Library is a non-hostile and non-discriminating work environment and I will always adhere to the respectful conduct and language. I understand that the Library expects all employees to follow policies/procedures of the department and rules and regulations of the Library.

My signature below signifies that I have reviewed my job description and that I am aware of the contents and the requirements of the positions.

Employee Signature:

Date: