

CLEVELAND PUBLIC LIBRARY

Finance Committee

February 13, 2018

RESOLUTION TO ACCEPT GRANT FUNDS FROM THE CHILD CARE RESOURCE CENTER OF CUYAHOGA COUNTY INC., DBA STARTING POINT, FOR MYCOM OUT-OF-SCHOOL TIME TRANSITIONS PROGRAMS

WHEREAS, Childcare Resource Center of Cuyahoga County Inc. d.b.a. Starting Point and the Cleveland Public Library have formed a partnership for the provision of out-of-school time transition services; and

WHEREAS, Starting Point invited the Cleveland Public Library to apply for support of two programs in 2018: Kindergarten Clubs and after-school tutoring services; and

WHEREAS, Starting Point intends to contract with the Cleveland Public Library for the provision of Out-of-School Time Tutoring in the amount of \$50,015 and Kindergarten Clubs in the amount of \$25,000 for the period to begin January 1, 2018 through December 31, 2018; and

WHEREAS, Planning is underway to host two Kindergarten Clubs to help 4 and 5 year-old children and their parents be prepared to enter school; and

WHEREAS, The Cleveland Public Library will enter into an agreement with Braxton Educational and Technology Consulting LLC to continue to offer after-school tutoring services, focused on helping students in grades K-3 to be able to read at grade level, at four Cleveland Public Library branches for approximately 128 children from January 1, 2018 through December 31, 2018; and

WHEREAS, Starting Point will reimburse the Library in a total amount not to exceed \$75,015.00 for both programs; now therefore be it

RESOLVED, The Cleveland Public Library Board of Trustees, pursuant to the authority set forth in R.C. §3375.40(K), accepts a grant from Childcare Resource Center of Cuyahoga County Inc. d.b.a. Starting Point, in the amount of \$75,015; and be it further

EXHIBIT 5

RESOLVED, That the Executive Director, CEO, or his designee, is authorized to enter into and execute an agreement with the Child Care Resource Center of Cuyahoga County Inc. (dba Starting Point) in the amount of \$75,015.00, and such additional agreements and instruments as may be necessary or appropriate to effectuate the terms and conditions of this Resolution, including those in excess of \$25,000.00 with Braxton Educational and Technology Consulting LLC, for Kindergarten Clubs and Out-of-School Time tutoring, which agreements and instruments shall be subject to the approval of the Library's Chief Legal Officer.

**Agreement Between Child Care Resource Center of Cuyahoga County d/b/a
Starting Point and the Cleveland Public Library**

This agreement (“Agreement”) is made and entered by and between Child Care Resource Center of Cuyahoga County d/b/a Starting Point, a non-profit Ohio corporation with a principle place of business at 4600 Euclid Avenue, Suite 500, Cleveland, OH 44103 (“Starting Point”) and the Cleveland Public Library, a body politic and corporate with a principle place of business at 325 Superior Avenue, Cleveland, Ohio 44114 (“CPL”).

Recitals

WHEREAS, Starting Point and CPL have formed a partnership for the provision of out-of-school time transition services and early literacy programs;

WHEREAS, CPL, with the support of Starting Point, has offered after school tutoring services (“Tutoring Services”) for students in kindergarten through third grade since 2013;

WHEREAS, CPL, with the support of Starting Point, has offered the early literacy program known as “Kindergarten Clubs” since 2015;

WHEREAS, CPL and Starting Point desire to enter into a single agreement covering both the Tutoring Services and Kindergarten Clubs;

NOW THEREFORE, for and in consideration of the mutual promises contained in this Agreement, CPL and Starting Point hereby agree as follows:

Section 1. **Tutoring Services: Scope of Work/Deliverables.** Subject to the terms and conditions set forth in this Agreement, Starting Point agrees to purchase and CPL agrees to provide Tutoring Services at four Cleveland Public Library branches to be determined by CPL for approximately **one hundred twenty-eight (128) children** to include the following services:

- Conduct student baseline reading levels assessments at the beginning of the program;
- Continue aligning tutoring curriculum to the curriculum of the Cleveland Metropolitan School District;
- Align assessments results to the Common Core Standards;
- Creating of individual learning plans for students;
- Provide reading-related services as appropriate;
- Homework assistance offered in addition to instructional support on the learning plan;
- One-to-one tutoring provided for students that require individualized instruction;
- Small group tutoring offered for similar academic needs to work cooperatively;

- Peer-to-peer tutoring (when possible);
- Student attendance will be monitored and all data tracked daily and reported on a monthly basis;
- Track student progress and conduct regular formative assessments toward goal attainment;
- Open communication with educators and parents through a session to be offered specifically for parents to explain the learning needs of their child in an effort to assist them in advocating for their children and creating a solid learning environment in the home;
 - To include results of Learning Styles Analysis administered on each student to determine their learning style, the best learning environment, and best time of day for learning;
- Work with school staff to obtain assessment results from the Third Grade Reading Guarantee Assessment;
- During the term of this Agreement, maintain records on students and services provided as prescribed by Starting Point;
- Prepare and provide monthly program status and fiscal reports as required by Starting Point;
- Attend periodic briefing meetings with appropriate Starting Point to ensure continuity of service delivery and effective program management;
- Participate in mandatory services from the County:
 - Social Solutions Efforts-to-Outcome data collection process;
 - Youth Program Quality Assessment (YPQA);
 - 15 hours of Professional Development
 - Naviance – Higher Education Compact (Cleveland neighborhoods), upon request; and
 - Cuyahoga County Youth Development Early Warning System, upon request; and
- Participate in Out-of-School Time evaluation Process.

Section 2. **Kindergarten Clubs: Scope of Work/Deliverables.** Subject to the terms and conditions set forth in this Agreement, Starting Point agrees to purchase and CPL agrees to provide Kindergarten Clubs for fifty (50) families with fifty (50) children entering kindergarten in fall 2018 aligned to Ohio’s Early Learning and Development Standards. The Kindergarten Clubs will be held at two (2) Cleveland Public Library branches to be determined by CPL in agreement with Starting Point and shall include the following services:

- Development and implementation of two (2) Kindergarten Clubs consisting of:
 - A minimum of nine (9) sessions at each branch for parents and preschool age children;
 - Home learning activities for parents to use with their children;
 - School events to introduce families to the school where their child will attend kindergarten;
 - Culminating event;

- The CPL staff will meet with Starting Point to develop evaluation criteria
- During the term of this Agreement, maintain records on students and services provided as prescribed by Starting Point;
- Prepare and provide monthly program status and fiscal reports as required by Starting Point;
- Attend periodic briefing meetings with appropriate Starting Point staff to ensure continuity of service delivery and effective program management;
- Participate in mandatory services from the County:
 - Usage of Social Solutions Effects-to-Outcome data collection process;
 - Youth Program Quality Assessment (YPQA), if appropriate;
 - 15 hours of professional development;
 - Naviance – Higher Education Compact (Cleveland neighborhoods), upon request if appropriate; and
 - Cuyahoga County Youth Development Early Warning System, upon request if appropriate; and
- Participate in Out-of-School Time Transitions Evaluation process.

Section 3. **Term and Cost.** This Agreement is effective as of January 1, 2018 and shall terminate December 31, 2018. The cost of this Agreement, in the aggregate, shall not exceed Seventy-Five Thousand Fifteen Dollars (\$75,015.00).

Section 4. **Availability of Funds.** Payments for all services provided in accordance with the provisions of this Agreement are contingent upon the availability of grant funds or other funds designated for this program. CPL warrants that any costs incurred pursuant to this Agreement will not be allowable or included as a cost of any other financed program unless grant funds through Starting Point are unavailable.

Section 5. **Cost and Delivery of Purchased Services.** Subject to CPL’s provision of the services and deliverables specified in Sections 1 and 2 above, Starting Point shall pay CPL in accordance with Section 3 above.

Section 6. **Eligibility of Services.** CPL and Starting Point shall jointly determine practitioners’ eligibility to provide the services described in Sections 1 and 2 above. CPL shall bill all services provided under this Agreement to Starting Point for reimbursement. CPL shall bill Starting Point for services in connection with the Tutoring Services and Kindergarten Clubs in accordance with the budget that is attached hereto and incorporated by reference herein as Exhibit “A”.

Section 7. **Payment for Purchased Services.** Starting Point will reimburse CPL on a monthly basis for charges and expenditures incurred by CPL in an amount not-to-exceed the \$75,015.00 aggregate referenced in Section 3 above. CPL shall submit monthly invoices and supporting documentation to Starting Point for the actual charges and expenditures incurred in connection with the Tutoring Services and Kindergarten Clubs during the preceding month. Starting Point shall review CPL’s invoices for completeness, correctness, and appropriateness of support

documentation, and shall remit payment to CPL within forty-five (45) calendar days after receipt of an accurate invoice. CPL shall mail all invoices to:

Sandra Driscall
Starting Point
4600 Euclid Avenue, Ste. 500
Cleveland, Ohio 44103

- Section 8. **Duplicate Billing.** CPL warrants that, to the best of its knowledge and ability, claims made to Starting Point for payment of purchased services shall be actual services rendered to or on behalf of eligible individuals and do not duplicate claims already made by CPL and do not supplant other sources of public and private grant funds for the same services.
- Section 9. **Monitoring and Evaluation.** Starting Point and CPL shall monitor the manner in which the terms of this Agreement are being carried out. Objectives should be set and the level of compliance monitored in order to evaluate the extent to which program objectives/outcomes contained in this Agreement are being achieved. Failure to achieve performance goals may result in the termination of this Agreement. CPL agrees to provide Starting Point with reports relative to the effective operation of the program when applicable, and CPL agrees to cooperate and participate in the Cuyahoga County Youth Development evaluation process.
- Section 10. **Subcontract Authority.** Nothing in this Agreement shall preclude CPL from entering into approved subcontract agreements with other agencies.
- Section 11. **Subcontracting.** CPL shall ensure that all subcontracting agencies are subject to the same terms, conditions, and covenants contained herein. No such subcontracted work shall in any way release CPL of its liability under this Agreement.
- Section 12. **Financial Records.** CPL shall maintain independent books, records, payroll documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly-authorized federal, state, county, or department personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit if required by Section 26 below.
- Section 13. **Availability and Retention of Records.** CPL shall maintain and preserve all records related to this Agreement and the administration of the Tutoring Services and Kindergarten Clubs for a period of three (3) years. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, CPL shall retain such records until the later of the completion of the action and all issues that arose from it or the end of the three year period.

- Section 14. **Responsibility for Audit Exceptions.** CPL agrees to accept responsibility for receiving, replying to, or complying with any audit exception by appropriate federal, state, and county audit directly related to the provision of the services described in Sections 1 and 2 above. CPL agrees to pay Starting Point for all amounts due as a result of audit exceptions solely attributable to CPL's actions through this Agreement.
- Section 15. **Independent Contractor.** It is fully understood and agreed that CPL is an independent contractor and is not an agent, servant, or employee of Starting Point. CPL declares that it is engaged as an independent business and has complied with all applicable federal, state and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.
- Section 16. **Good Standing.** CPL is in good standings and has the full legal authority to enter in to this Agreement and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the term of this Agreement.
- Section 17. **Outstanding Liabilities.** CPL affirmatively represents that it does not owe: (a) any delinquent taxes to the State of Ohio or a political subdivision thereof; (b) any moneys to the State of Ohio or any state agency for the administration or enforcement of any environmental laws; and (c) any other monies to the State of Ohio, any state agency, or a political subdivision thereof that are currently due and payable, whether or not such amounts owed are being contested in a court of law.
- Section 18. **Social Security Act.** CPL shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by CPL for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said CPL also agrees to indemnify and save harmless Starting Point from such contributions or taxes or liability.
- Section 19. **Safeguarding Clients.** CPL agrees that the use or disclosure by any party of any information concerning public assistance recipients for any purpose not directly related with administration of this program by Starting Point or CPL's

responsibilities with respect to purchased services is prohibited except upon written consent of the public assistance recipients.

Section 20. **Equal Employment Opportunity.** CPL will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

Section 21. **Drug-Free Workplace.** CPL must comply with all applicable state and federal laws regarding keeping a drug-free workplace. CPL must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Section 22. **Anti-Discrimination.** CPL agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Agreement. It shall be the policy of CPL to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with, CPL, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of CPL to enter into any particular agreements.

Section 23. **Conflict of Interest.** CPL nor any Subcontractor may not acquire any personal interest that conflicts with CPL's responsibilities under this Agreement. Additionally, CPL will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under CPL's control. If such an interest would conflict with that official's or employee's duties. CPL will disclose to Starting Point knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. CPL will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless Starting Point has determined that, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Section 24. **Confidentiality.** CPL shall, and shall cause all Subcontractors to, abide by all confidentiality requirements imposed upon employees of the State of Ohio, the Cuyahoga County Department of Health and Human Services, and Starting Point and imposed by any federal, State of Ohio, or Cuyahoga County laws, rules, or regulations that demand the confidentiality of information. Additionally, the public release of information concerning this Agreement, the Scope of Work, or any evaluation or monitoring report prepared pursuant to funding received under this Agreement shall be made only by Starting Point, and only upon thirty (30) days prior written request of Starting Point.

Section 25. **Insurance.** Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Agreement.

1. **Worker's Compensation Insurance** as required by the State of Ohio. If Contractor has employees working outside of Ohio, Contractor shall provide Worker's Compensation Insurance as required by the various state and federal laws including Employers' Liability coverage.

2. **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$1,000,000 general aggregate;
\$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

If this Agreement involves direct interaction with children or youth, this policy must include coverage for **Sexual Abuse and Molestation** in the same amount.

3. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than:

\$1,000,000 combined single limit (bodily injury & property damage) each accident;

CPL shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by Starting Point shall not constitute a waiver of any rights of the parties under this Agreement.

Section 26. **Violation or Breach of Contract.** This Agreement is subject to administrative, contractual, or legal remedies for violation or breach of contract terms by CPL or Starting Point.

Section 27. **Termination.** Upon thirty (30) calendar days' written notice to the other party, either party may terminate this Agreement. Starting Point and CPL shall agree on a reasonable phase out of the program as a condition of the termination.

Section 28. **Applicability of Conditions.** The parties shall comply with those rules set forth in the Ohio Administrative Code as they relate to the operations of activities under the Child Care Program.

Section 29. **Notices.** Wherever one party is required or permitted to give notice to the other pursuant to this Agreement, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of CPL: PLEASE INSERT PERSON'S NAME & ADDRESS

In the case of Starting Point:

Billie Osborne-Fears
Starting Point
4600 Euclid Avenue
Suite 500
Cleveland, Ohio 44103

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

Section 30. **Grievance Procedures.** CPL shall notify Starting Point in writing of all grievances initiated by subcontractors or participants that involve the services provided through this Agreement. CPL shall submit any pertinent facts or resolution of the grievances. The notification shall be sent to:

Billie Osborne-Fears, Executive Director
Starting Point
4600 Euclid Avenue, Suite 500
Cleveland, Ohio 44103

Section 31. **Amendment of Contract.** This Agreement may be amended at any time upon mutual written agreement of the parties.

Section 32. **Publicity.** In any publicity release or other public reference including a media release, information pamphlets, etc., on the services provided under this Agreement, it will be clearly stated that the project is part of and funded by the Cuyahoga County Youth Development Initiative. CPL shall provide a copy of such release to Starting Point prior to the time of the release.

Section 33. **Responsibility for Audit and Fiscal.** CPL shall submit any reporting, auditing, monitoring, or quality assurance requests made in writing to CPL by Starting Point during the term of this Agreement. CPL shall also, if required by the

Executive Director of Starting Point on the basis of evidence of misuse or improper account of funds, conduct an independent audit of expenditures and make copies of the audit available to Starting Point. Failure to provide such information shall be reason to suspend payments to CPL until any and all questions or irregularities are resolved. CPL shall submit to Starting Point a final report not more than forty-five (45) days after the end of the funding cycle containing a complete financial reconciliation and a full program evaluation of activities during the term of this Agreement.

Section 34. **Governing Law.** This Agreement is subject to and will be interpreted in accordance with all applicable Federal, State, and Local laws.

Section 35. **Maintenance of Services.** CPL certifies that, to the best of its knowledge and information, the services being reimbursed are not available from the CPL at a non-reimbursable basis or for less than the unit cost. CPL shall take reasonable efforts to ensure that the level of service existing prior to the effective date of this Agreement shall be maintained.

Section 36. **Counterparts.** This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between the parties. Faxed signatures in PDF copies transmitted via email will be deemed original signatures for all purposes.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

By the signatures of their duly-authorized representatives below, CPL and Starting Point, intending to be legally bound, agree to all of the provisions of this Agreement, including any and all Exhibits attached hereto.

THE CLEVELAND PUBLIC LIBRARY

By: _____

_____ Date

Printed Name and Title

**CHILD CARE RESOURCE CENTER OF
CUYAHOGA COUNTY, INC. d/b/a
STARTING POINT**

By: _____
Billie Osborne-Fears, Executive Director

_____ Date

EXHIBIT A

Cleveland Public Library
Out-of-School Time Transitions

**Tutoring Services
2018**

EXPENSES

The total amount of the contract is \$50,015.00 for the time period of January 1, 2018 through December 31, 2018.

For the Provision of Student Tutoring and Assessment Services. The maximum billable rate shall be \$35.00 per hour x 1,429 hours = \$50,015.00

**Kindergarten Club Budget
2018**

EXPENSES

Professional Services	\$15,000
Supplies (food, giveaways, books)	<u>\$10,000</u>
TOTAL	\$25,000

