

CLEVELAND PUBLIC LIBRARY

Finance Committee

May 16, 2017

**RESOLUTION APPROVING AGREEMENT WITH A CULTURAL EXCHANGE
FOR CLEVELAND PUBLIC LIBRARY MEMBERSHIP DRIVE**

WHEREAS, A Cultural Exchange, Inc. is a nonprofit literacy-based multicultural arts organization for children and is located in the Shaker Square neighborhood of Cleveland; and

WHEREAS, The Library has identified a need to increase the number of Cleveland Metropolitan School District ("CMSD") students who hold library cards with the Cleveland Public Library; and

WHEREAS, The Library believes that increased library access by students will lead to strong literacy development and greater scholastic performance, and will contribute to the development and promotion of the People's University; and

WHEREAS, A Cultural Exchange has proposed to provide consulting services and distribute library cards for Cleveland Public Library to at least 75% of currently enrolled CMSD students by June 30, 2018 for a total contract price not-to-exceed \$39,000; now therefore be it

RESOLVED, That the Executive Director, CEO or his designee, is hereby authorized to negotiate and execute an agreement with A Cultural Exchange, Inc., subject to the approval of the Chief Legal Officer, to provide consulting services and distribute library cards to at least 75% of all CMSD students for a total contract price not-to-exceed \$39,000, which expenditure shall be charged to the Founders Fund Account Number 20390103-53710-11110 (Professional Services-People's University/Brody Trust), and to execute such other instruments or documents as may be necessary or appropriate to effectuate the terms of this Resolution.

A CULTURAL EXCHANGE



A literacy based non-profit multicultural
arts organization for children

**Partnership Agreement
Between
A Cultural Exchange
And
Cleveland Public Library**

**In Regards To
Cleveland Public Library Membership Card Drive**

2 ~~**NOTE:~~ Every child in the Cleveland Municipal School District deserves the opportunity to have access to and engage with The Cleveland Public library, one of the finest literary institutions in the country. If we are to do our part in helping to improve the quality of life and the quality of education for our youngest citizens then we must draw stronger connections between home, school and the library. We must ensure strong literacy development for every child. Stronger connections begin with the library card. A library card for every child in CMSD will mean:

- Substantial increase in Cleveland Public Library enrollment numbers for students (and families) in the city of Cleveland which helps to support CPL's mission.
- Increased access to students and their families opening up additional opportunities to market CPL driven resources, programs & activities.
 - There is also an opportunity here to communicate to families why its important to continue to support the Cleveland Public Library with current and future levies.
- Increased literacy related activities for participating students at home and in school that can lead to development of positive literacy behaviors ,
- Taking the lead through strong community partnerships is a substantial first step in creating a literacy-achievement pipeline between home, school and the library for CMSD students .

1 **Proposal Rationale:**

Library cards are the passport to a youth's present and future success. Possessing a library card offers them an opportunity to borrow materials that allow them to read for learning, for leisure and for life. No one can deny that reading is the gateway to learning and represents a key that opens the door of inquiry and knowledge for all

other academic and intellectual endeavors. Library card ownership helps to level the playing field for all youth without regard to race, gender or socio-economic background and to put them on a path in school and at home. The return on investment when all children in the city of Cleveland have their own library card is immeasurable and will yield dividends for years and decades to come.

A recent Pew study of libraries revealed the following as it relates to parents, youth, libraries, and reading:

Library visits by youth

Some 70% of parents report their child visited a public library in the past 12 months and 55% say their child has his/her own library card.

“The ties between parents and libraries start with the importance parents attach to the role of reading in their children’s lives. The importance parents assign to reading and access to knowledge shapes their enthusiasm for libraries and their programs:

- 94% of parents say libraries are important for their children and 79% describe libraries as “very important.” That is especially true of parents of young children (those under 6), some 84% of whom describe libraries as very important.
- 84% of these parents who say libraries are important say a major reason they want their children to have access to libraries is that libraries help inculcate their children’s love of reading and books.
- 81% say a major reason libraries are important is that libraries provide their children with information and resources not available at home.
- 71% also say a major reason libraries are important is that libraries are a safe place for children.

Almost every parent (97%) says it is important for libraries to offer programs and classes for children and teens.

Those children who are library visitors did the following:

- 87% visited the library to borrow books.
- 55% went to do school work — and 77% of the children ages 12-17 went to the library for this reason.
- 46% went to borrow DVDs or CDs.
- 46% went to attend a library event — and 53% of the children under age 12 went to the library for this reason.
- 37% went to use the internet — and 43% of the children ages 12-17 went to the library for this reason.
- 37% went to socialize with their friends.
- 32% went to a library-sponsored book club or program.

*Source Citation
Here:*

Agreement

This agreement memorializes the terms and conditions of the contract made on the ____ day of _____, 2017, by and between A Cultural Exchange, located at 12624 Larchmere Boulevard, Cleveland, Ohio 44120 and The Cleveland Public Library (CPL), 325 Superior Avenue, Cleveland, Ohio 44114, and is for the purpose of memorializing the provision of services as described below.

1. **SERVICES TO BE RENDERED BY CONSULTANT.** Consultant agrees to support the development, coordination and implementation of a successful Cleveland Public Library membership card drive allowing a minimum of seventy-five percent of all currently enrolled children in the Cleveland Metropolitan School District (CMSD) to have ownership to their own CPL membership card within the academic year. Specific enrollment numbers and extended information will be gathered, recorded and maintained by Consultant and will be submitted to CPL as indicated in the compensation section of this contract
 - ***Proposal Of Concept.*** Consultant will research and compile best practices nationally coupled with its own intellectual property to propose a project, aligned with A Cultural Exchange's and The Cleveland Public Library's mission statements, with the expressed intent of giving children access to a plethora of literary, programmatic and technological resources as card carrying members of The Cleveland Public Library.
 - ***Planning (June, 2018 - July 30, 2018).*** Consultant will identify, contact and hold organizational meetings consisting of key administrative staff & volunteers with the assistance of pertinent community partners, including but not limited to, The Cleveland Public Library, The Cleveland Metropolitan School District, and A Cultural Exchange. Consultant will work with partners to design marketing materials, communications and forms (i.e. membership applications), and develop a delivery and programmatic schedule for the Library Card Drive district wide.
 - ***Implementation (June, 2017 - June, 2018).*** Consultant will work closely with the Superintendent of CMSD and key personnel to conduct ongoing progress meetings, assist with the timely dissemination and collection of programmatic materials and related data (i.e. membership applications and library cards to be processed in a timely fashion by CPL). Consultant will also serve as the conduit between each agency to ensure a seamless and concerted effort to supply each student with a library card with a 100% completion rate on or before June 1st, 2018 notwithstanding any measures beyond consultant's reasonable control.
2. **COMPENSATION.** Subject to the terms and conditions in this agreement, CPL agrees to pay Consultant an amount, no less than, and not to exceed \$39,000 less start-up fees needed prior to membership drive implementation for

services, including but not limited to research, scheduling, and planning & marketing services.

- a. CPL agrees to pay consultant a \$25,000 start-up fee with \$14,000 due to Consultant once CPL receives verification of fifty percent enrollment and another \$7,000 due to Consultant when CPL receives verification of one hundred percent enrollment (based on reasonably accurate enrollment information to be provided by CMSD).
 - b. *Note: A Cultural exchange proposes that every student in the Cleveland Metropolitan School District will be given library cards with active status not withstanding any measures beyond consultant's control (i.e. failure to produce and deliver library cards in a timely fashion; outstanding membership fines or pre-existing conditions; etc.).
3. **TERM.** The contract of the parties originally commenced on the ____ day of _____, 2017 and shall terminate on acceptance of final versions of all deliverables and services described above and no later than June, 2018.
 4. **IDEMNIFICATION AND HOLD HARMLESS.** Consultant and CPL shall indemnify, defend and hold harmless, all of its members, officers, employees and agents, from and against any and all liability (whether real or asserted), claims, demands, expenses, costs (including legal fees), and causes of action of any nature whatsoever for injury or death of persons, or damage or destruction of property which may result from or arise out of the negligence or intentional misconduct of either party or its employees, officers, or agents in the course of Consultant's and CPL's execution of this agreement.
 5. **INDEPENDENT CONTRACTOR STATUS.** Consultant and CPL acknowledge and agree that the Consultant is an independent contractor and has no authority to bind CPL or otherwise act as a representative of CPL. CPL will provide no benefits such as health insurance, unemployment insurance, or worker's compensation insurance to Consultant. Consultant will be responsible for payment of all federal, state and local taxes.
 6. **CONFIDENTIALITY.** Consultant agrees that all financial, statistical or proprietary information provided by CPL or any information that CPL may acquire, directly or indirectly, if any, which relates to Consultant will be kept confidential and not used by or released to any third party or parties without the prior written consent of the two parties.
 7. **DISCRIMINATION.** Consultant certifies that it does not discriminate and covenants that it shall not discriminate on the basis of race, religion, marital status, color, national origin, sex, age, disability or any other classification protected under federal, state or local law.

8. **TIME.** Time is of the essence in the execution of this contract.

9. **MISCELLANEOUS.**

- a. Consultant represents and warrants that said consultant possesses the qualifications and personnel, if required, to provide the services agreed to herein.
- b. Neither party may sign, modify, or subcontract this agreement or any right or interest herein, without prior written consent by the other party.
- c. This agreement shall be binding to the benefit of the parties, their successors, and permitted assigns. To the extent that the terms of this agreement materially conflict with or render ambiguous any provision of the Consultant's proposal, the terms of this agreement shall govern.
- d. The paragraph headings are for convenience only and shall not affect the interpretation of this agreement.
- e. This validity, construction and performance of this agreement shall be determined in accordance with the laws of the State of Ohio.
- f. This agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.
- g. CPL shall use due care and accepted business practices to safeguard Consultant's property, proprietary and otherwise.
- h. Consultant must have cooperation from and reasonable access to key CPL personnel.
- i. Any dispute arising hereunder, which cannot be resolved by the parties, including, but not limited to the desire of any party to terminate this agreement, shall be submitted to mediation before entering into litigation.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by them or their authorized representatives as of the ____ day of _____ 2017.

A CULTURAL EXCHANGE

THE CLEVELAND PUBLIC LIBRARY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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