

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

January 14, 2014

**RESOLUTION TO RATIFY AND AMEND AGREEMENT WITH CLEVELAND  
STATE UNIVERSITY FOR TUTORING SERVICES**

WHEREAS, In 2012 the Cleveland Public Library entered into an agreement with Cleveland State University Career Service Center for America Reads tutoring services at various branches during 2013; and

WHEREAS, The Library has applied to the Cleveland Foundation for grant funds to continue to provide tutoring services in 2014; and

WHEREAS, In order to continue tutorial services while the grant application was being considered by the Cleveland Foundation, the Library entered into an agreement with Cleveland State University to provide tutorial services from January 1, 2014 through December 31, 2014 at the Collinwood, E. 131<sup>st</sup>, Fleet, Fulton, Langston Hughes, Rice, Rockport, Sterling, Walz, and Woodland branches in the amount of \$91,311.00, payable from Library funds; and

WHEREAS, The Library would like to expand its 2014 tutoring program with Cleveland State University to include Cuyahoga County Community College, and the Carnegie West and Hough branches at the cost of \$38,697.00; and

WHEREAS, The Executive Director hereby requests that the Board of Library Trustees ratify the agreement entered into with Cleveland State University in the amount of \$91,311.00, and authorize an amendment to that agreement to add the additional locations at the cost of \$38,697.00; now therefore be it

RESOLVED, That the Board of Library Trustees hereby ratifies and approves the agreement entered into with Cleveland State University by the Library's Executive Director, CEO for America Reads tutoring services from January 1, 2014 through December 31, 2014 in the amount of \$91,311.00, and further authorizes the Executive Director, CEO or his designee to enter into an amendment to the agreement to provide tutoring services at additional Library locations in the amount of \$38,697.00, increasing the total amount payable to Cleveland State University to \$130,008.00. The expenditures shall be charged to the Founders fund account 20380103-53710 until such time as the Library receives the Cleveland Foundation Grant, after which expenditures shall be charged to the Learning Centers fund account 25670103-53710.



## **CAREER SERVICES CENTER'S AMERICA READS Federal Community Service Learning Program Agreement**

This Agreement is entered into by and between Cleveland State University, a state-supported institution and instrumentality of the State of Ohio, located at 2121 Euclid Ave., Cleveland, Ohio, 44115 (hereinafter referred to as the "University"), and the Cleveland Public Library, governmental entity located at 325 Superior Avenue, Cleveland, Ohio, (hereinafter known as the "Agency").

### **WITNESSETH:**

WHEREAS, the University is operating a Federal Community Service Learning Program under the provisions of 42 U.S.C. 2756(a) and applicable regulations; and

WHEREAS, the Agency desires to utilize the services of one or more students participating in such Program to provide tutoring services for ten (10) branches of the Agency:

NOW, THEREFORE, the University and the Agency hereby agree as follows:

1. Student tutors shall be provided to the Agency by the University and shall work at those Agency branches during the hours more fully described in Exhibit "A" attached hereto and incorporated herein by reference. The Agency has the right to monitor and direct the services of students in accordance with the job description. In addition, the University shall provide a Coordinator to oversee the recruitment, placement, and performance of the student tutors placed with the Agency. The responsibilities of the Coordinator are set forth in Exhibit "B" attached hereto and incorporated herein by reference.
2. Compensation of students for work approved and performed under this Agreement will be disbursed to each student by the University at the rates set forth in Exhibit "A". The Agency shall provide a detailed Record of Hours Worked that must be signed by the Agency every pay period. The Record of Hours Worked will be submitted bi-weekly based upon the University's pay schedule and in a timely manner. The Record of Hours Worked will include the name of each student, and the number of hours worked per two week pay period. Timesheet packets will be provided for this purpose.

Student (tutor) timesheets shall be faxed or emailed to:

Career Services Center  
Cleveland State University  
Fax: 216-687-9313  
Email: m.c.robinson33@csuohio.edu

3. The University shall be the employer of record and the Coordinator, which shall include, but not be limited to the responsibility for deductions for appropriate taxes, OPERS, and for the purposes of



Workers' Compensation statutes. Student tutors and the Coordinator shall be covered under the University's Workers' Compensation insurance.

4. The Agency represents that the work for which the students will be used would not otherwise be provided and will not result in the displacement of employed workers, nor impair existing contracts for services. The Agency also represents that the students' work will be directly related to the teaching/tutoring of reading.
5. The University is responsible for reviewing prospective work assignments, determining whether individual students meet the eligibility requirement under Federal Work Study (FWS), assigning students to work for the Agency, and determining that the students do, in fact, perform their work as reading tutors.
6. Unless otherwise mutually agreed between the Agency and the University, two (2) student tutors will be placed at each of the ten (10) Agency branches for 12 hours per week during the term of this Agreement.
7. A student will not be paid for more than twenty (20) hours in any week during which a class or classes in which that student is enrolled is/are in session. No student shall be paid for more than forty (40) hours during break periods or other approved periods of non-enrollment. Any student in violation of these regulations is subject to loss of eligibility, which may result in immediate suspension.
8. The Agency agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, religion, national origin, sex, age, or as otherwise required or prohibited by law. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the regulations which implement those Acts, as well as applicable provisions of the Americans with Disabilities Act (Pub. L. 101-336) and any implementing regulations for that Act.
9. Each Party hereby mutually release each other from liability for injuries or damages to persons or properties resulting from the negligent acts or omissions by or through itself or its agents, employees, or contracted servants, and each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute transfer of such responsibility from one Party to the other, in connection with the screening, assignment, and supervision of students working for the Agency.
10. This agreement may be terminated by either party on thirty (30) days written notice.
11. Students may be removed from work on a particular assignment, or from the Agency itself, by either the University or the Agency.
12. Transportation or mileage for students to and from work assignments will not be provided by either the University or the Agency.
13. Every student will be evaluated by the Agency in a manner to be mutually agreed upon by the University and the Agency at least one time per school year.

14. The terms of this Agreement shall be construed and governed by the laws of the State of Ohio without regard to its conflict of law's provisions. Any action or proceeding against either Party relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect to such action or proceeding.

15. The term of this Agreement shall commence on **January 1, 2014** and shall terminate on **December 31, 2014**.

**Scope of Work:** See Attached: Exhibit A and Exhibit B

**Cost:** The Agency shall provide reimbursement to the University for hours actually worked by student tutors at the Agency branches during the term of this Agreement, and payments shall be made on a quarterly basis. The total cost of this agreement shall not exceed \$91,311 (ninety-one thousand three hundred and thirty-one dollars and no cents.) and covers costs for the period January 1, 2014 – December 31, 2014.

Administrative Costs	\$ 27,469
Tutor Services	63,842
<b>Total Cost</b>	<b>\$ 91,311</b>

**Cleveland State University Section:**

<b>Name:</b>	Byron White
<b>Signature:</b>	<i>Byron White</i>
<b>Title:</b>	Vice President of University Engagement
<b>Date:</b>	10/9/13
<b>Phone Number:</b>	(216) 687-3577

**Agency Section:**

<b>Agency Name:</b>	Cleveland Public Library
<b>Contact Person:</b>	Felton Thomas, Jr.
<b>Signature:</b>	<i>X Felton Thomas Jr.</i>
<b>Title:</b>	Executive Director/CEO
<b>Date:</b>	10/21/13
<b>Address:</b>	325 Superior Avenue
<b>City, State, and Zip:</b>	Cleveland, OH 44114
<b>Phone Number:</b>	216-623-2827
<b>Tax Exempt Number:</b>	34-6000711

Please mail the completed agreement to: **Cleveland State University**  
**Career Services Center, RW 280**  
**2124 Chester Avenue**  
**Cleveland, OH 44115-2214**



## Exhibit A

### America Reads Tutor Support at the Cleveland Public Library (CPL)

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This Exhibit will detail the services provided by Cleveland State University's Career Services Center to the Cleveland Public Library that will support the ongoing efforts of the current Cleveland State University's Federal Work Study allocations and for the 2014 academic school year.

#### Services Provided:

##### Tutor Services

A minimum of 24 hours of tutoring per week will occur at the following CPL branches: Collinwood, E. 131<sup>st</sup>, Fleet, Fulton, Langston Hughes, Rice, Rockport, Sterling, Walz, and Woodland. Tutoring will take place from 3:00pm - 6:00pm Monday through Thursday. Fulton will also offer in addition to these days a tutoring session on Saturday from 10:00 am to 1:00 pm. Tutor services will be provided for the following semesters:

**Spring 2014** (January 14 – May 11) for 17 weeks

**Fall 2014** (September 22 – December 12) for 12 weeks

Tutors are to be paid between \$8.00 - \$10.00 per hour based on their level of seniority and length of service with the program (student wages are determined by CSU).

Cleveland State University will provide a tutor schedule listing the tutor name, the library branch they are tutoring at, and the days/times they are expected to be there.

##### Fringe Benefits

Fringe Benefits are calculated at 5.5% of wages.

##### Budget:

Line Item	Estimated Cost Jan. – Dec. 2014
Student Wages	\$60,514
Fringe Benefits:	\$ 3,328
<b>Total Request:</b>	<b>\$63,842</b>

## Exhibit B

### Administrative Support for the America Reads program at Cleveland State University (CSU)

---

The Cleveland Public Library (CPL) agrees to pay the Cleveland State University Career Services Center \$27,469 for Administrative/Operational Support of the America Reads tutor program for services provided from January 1, 2014 through December 31, 2014. Support received will fund the salary and fringe benefits of the COORDINATOR, CAREER SERVICES AMERICA READS PROGRAM position at CSU, plus costs for administrative supplies, background checks of student tutors.

#### Services Provided:

The COORDINATOR, CAREER SERVICES AMERICA READS PROGRAM will provide the following (in addition to the duties and responsibilities outlined in the job description):

- Recruitment of qualified CSU work-study eligible student tutors;
- Training and ongoing tutor monitoring;
- Payroll administration;
- Scheduling/visiting all sites/tutors;
- Supervision of tutors and assistance with appropriate tutor activities;
- Scheduling meetings with site coordinators to review tutor and program progress;
- Creation and maintenance of tutor database information;
- Collection and maintenance of statistical data to include information for assessment of program and annual report;
- Design, maintenance, and update of program literature including flyers, brochures, mailings and a tutor newsletter;
- Fulfill all other administrative tasks related to the day-to-day operations of the CSU Career Services America Reads Program.

#### Budget Request:

Administrator Salary:	\$19,607
Fringe Benefits:	\$ 3,862
Supplies/Background checks:	\$ 4,000
<b>Total Request:</b>	<b><u>\$27,469</u></b>

#### Project Evaluation:

Through site visits, student/tutor assessments, and ongoing communication with the staff of the Cleveland Public Library, America Reads will provide the Library with two summary reports - one in the fall (due one week after the last day of the fall tutoring) and one in the spring/summer (due 2 weeks after the spring tutoring), to include the following information:

- Financial Summary (Detailed account of how dollars were spent)
  - List of tutor names, hours worked, number of weeks worked and pay rate
  - Breakdown of supply costs
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- Narrative
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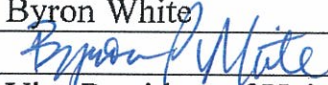
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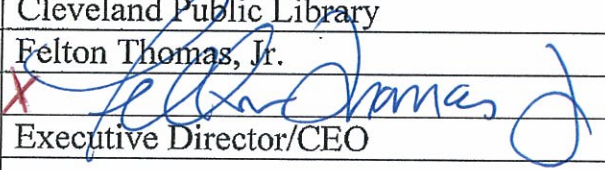
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  - Samples of Personal Stories (thank you letters, etc) – if applicable





Quote for Additional Cleveland Public Library America Reads Sites

Administrative Costs – With three - four additional sites, increased administrative support would be needed. A Lead Tutor that would assist with payroll entry record keeping tutor training, and support, would be employed for 20 hours per week @ \$10 per hour. *This cost can be lowered if less sites are selected.*

Lead Tutor Wages ( January- December 2014)	\$5,400.00
Lead Tutor Fringe Benefits	297.00
Lead Tutor Total Wages .....	5,697.00
Supplies (Background Checks, Training, Tutor Resources).....	5,000.00
Cost of Four (4) Sites.....	\$28,000.00
<b>TOTAL COSTS.....</b>	<b><u>\$38,697.00</u></b>

