

CLEVELAND PUBLIC LIBRARY

Board Meeting

November 19, 2015

RESOLUTION APPROVING AGREEMENT WITH CUYAHOGA COUNTY PUBLIC LIBRARY AND PROJECT LEARN, INC. AND MAKING APPOINTMENT TO THE PROJECT LEARN BOARD

WHEREAS, Project Learn is a nonprofit corporation founded in 1974 which provides a variety of adult literacy services in Cleveland, Ohio including English tutoring, pre-GED classes, workplace skills training courses, classes for corrections inmates, library services for new readers, computer-assisted learning instruction, and small group teaching. The majority of Project Learn's students reside in Cleveland; and

WHEREAS, Project Learn is taking steps to amend its Code of Regulations and reconfigure its Board to become a Section 509(a)(3) Supporting Organization of Cuyahoga County Public Library, in order to extend its services to other areas of Cuyahoga County outside of the City of Cleveland and to receive administrative support from Cuyahoga County Public Library; and

WHEREAS, Project Learn proposes to include three members appointed by Cuyahoga County Public Library and one member appointed by Cleveland Public Library on its reconfigured Board; and

WHEREAS, In order to preserve the integrity of Cleveland Public Library's and Cuyahoga County Public Library's respective service areas, Project Learn, the Cuyahoga County Public Library, and the Cleveland Public Library desire to clarify the parameters by which Project Learn and Cuyahoga County Public Library may offer adult literacy and related services in Cleveland Public Library's service area, and have jointly negotiated an agreement; and

WHEREAS, The agreement provides, among other things, that all services offered by Project Learn in the City of Cleveland must be approved by Cleveland Public Library, will be attributed to the Cleveland Public Library in its programming statistics, and will be advertised as a program jointly offered by the Cleveland Public Library and the Cuyahoga County Public library; now therefore be it

RESOLVED, That the Board of Trustees of the Cleveland Public Library hereby authorizes the Executive Director, CEO or his designee, to execute the agreement with the Cuyahoga County Public Library and Project Learn, Inc. in the form substantially similar to the agreement attached to this Resolution; and be it further

RESOLVED, That the Board President shall designate an individual to the Board of Project Learn, Inc. for a period of two (2) years, in accordance with its Amended and Restated Code of Regulations, effective upon finalization of said Regulations, and this Board designates that this individual shall serve on the Project Learn's Board in his/her official capacity as a representative representing the interests of the Cleveland Public Library, in accordance with Ohio Ethics Commission and Ohio Attorney General opinions.

**AGREEMENT BETWEEN CLEVELAND PUBLIC LIBRARY, CUYAHOGA COUNTY
PUBLIC LIBRARY, AND PROJECT LEARN**

This Agreement (“Agreement”) is entered into as of this ____ day of _____, 2015, by and between the Cleveland Public Library, a body politic and corporate organized under the laws of Ohio with a principal place of business located at 325 Superior Avenue, Cleveland, Ohio 44114 (“Cleveland”), the Cuyahoga County Public Library, a body politic and corporate organized under the laws of Ohio with a principal place of business located at 2111 Snow Road, Parma, Ohio 44134 (“Cuyahoga”), and Project Learn, Inc., a nonprofit corporation organized under the laws of Ohio with a principal place of business located at 2728 Euclid Avenue, 4th Floor, Cleveland, Ohio 44115 (“Project Learn”) (collectively, the “Parties”).

RECITALS

WHEREAS, Project Learn was founded in 1974 and provides a variety of adult literacy services in Cleveland, Ohio basic skills, GED preparation and job support services.. Many of Project Learn’s students reside in Cleveland.

WHEREAS, Cleveland is a public library that was founded in 1869 and consists of a main downtown library along with 27 branches, a public administration library, and the Ohio Library for the Blind and Physically Disabled. Cleveland’s service area coincides with that of the Cleveland Metropolitan School District and includes the entirety of the City of Cleveland, Village of Bratenahl, Village of Linndale, and Village of Newburgh Heights as well as portions of the cities of Brookpark and Garfield Heights.

WHEREAS, Cuyahoga is a public library that was founded in 1922 and consists of 27 branches located throughout Cuyahoga County and a service point in MetroHealth hospital. Cuyahoga’s service area consists of those portions of Cuyahoga County that are neither part of Cleveland’s service area nor are included in the service areas of the seven other independent public libraries located in Cuyahoga County.

WHEREAS, Project Learn is currently a Section 501(c)(3) entity as defined in the Internal Revenue Code of 1954, and Project Learn desires to become a Section 509(a)(3) Supporting Organization of Cuyahoga and Cleveland in order to extend its services throughout Cuyahoga County and to receive administrative support from Cuyahoga.

WHEREAS, Project Learn and Cuyahoga desire to collaborate with Cleveland in order to increase the number of locations within the City of Cleveland where Project Learn’s services are offered.

WHEREAS, in order to preserve the integrity of Cleveland and Cuyahoga’s respective service areas, the Parties desire to clarify the parameters by which Project Learn and Cuyahoga may offer adult literacy and related services in Cleveland’s service area.

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

Section 1. **Limitation on Services and Locations.**

- 1.1 **Services.** Subject to the terms and conditions stated herein, Project Learn may provide services within Cleveland's service area only with Cleveland's express written approval. Neither Cuyahoga, Project Learn, nor their respective subsidiaries and affiliates shall provide any other services in Cleveland's service area without Cleveland's express written approval.
- 1.2 **Locations.** Subject to Section 1.3 below, Project Learn may provide its services within the City of Cleveland only at Cleveland's facilities and such other locations as expressly approved by Cleveland.
- 1.3 **Existing Programming Locations.** Project Learn may continue to offer its existing programs within the City of Cleveland at and the Cuyahoga County Jail, and Vocational Guidance Services, Inc.

Section 2. **Advertisement.** If Cleveland approves any services to be offered by Project Learn or Cuyahoga within the City of Cleveland, then such services shall be advertised and presented to the public as Project Learn programs jointly offered by "the Cleveland Public Library and the Cuyahoga County Public Library in partnership". All other services to be offered by Project Learn and Cuyahoga in Cuyahoga County shall be advertised and presented to the public as Project Learn programs jointly offered by "the Cuyahoga County Public Library and the Cleveland Public Library in partnership".

Section 3. **Term and Termination.**

- 3.1 **Term.** This Agreement shall commence on the date of the last of the signatures of the Parties' duly-authorized representatives below (the "Effective Date"), and shall continue in existence until such time as terminated in accordance with Section 3.2 or 3.3 below.
- 3.2 **Termination.** Except as provided in Section 3.3 below, this Agreement is terminable only upon mutual agreement of the Parties.
- 3.3 **Termination at Cleveland's Option.** Cleveland may elect to terminate this Agreement on the second anniversary of the Effective Date or any time thereafter. If Cleveland exercises its option to terminate this Agreement, then Cuyahoga and Project Learn shall cease all programming within the City of Cleveland except that Cuyahoga and Project Learn may continue Project Learn's existing programs at the Cuyahoga County Jail, and Vocational Guidance Services, Inc. This provision shall survive the termination of this Agreement.

Section 4. **Grant Funding.** If Project Learn or Cuyahoga intends to apply for grant funding for services to be conducted within the City of Cleveland, or if either is offered an

award of grant funds for services to be conducted within the City of Cleveland, then Project Learn or County shall first notify the Cleveland representative serving on Project Learn's Board before submitting an application or accepting a grant. Project Learn or County shall proceed with the grant application process or acceptance of the grant only if the Cleveland board representative votes in favor of proceeding with the grant application at a Project Learn Board meeting.

Section 5. **Fees.**

5.1 **No Fees for Offering Programs.** Cleveland agrees that Cleveland shall not charge a fee to Project Learn to provide adult literacy services in Cleveland's facilities. Project Learn agrees that Project Learn shall not charge a fee to Cleveland for providing adult literacy programs in Cleveland's facilities.

5.2 **Fees for Administrative Office Space.** If Cleveland should decide to provide Project Learn with administrative office space, then Project Learn shall reimburse Cleveland for the costs of equipment, technology, amenities, and support provided by Cleveland to Project Learn.

Section 6. **Project Learn Board Membership.** The Parties acknowledge that the representative to the Board from Cleveland shall be appointed in his or her official capacity as a representative of Cleveland, and that Cleveland may withdraw its membership from Project Learn's corporate Board at any time.

Section 7. **Programming Statistics.** The Parties acknowledge that, for the purposes of Cleveland's public library program statistics, only Cleveland may claim the number of people served by Cuyahoga and/or Project Learn within the City of Cleveland.

Section 8. **Existence of Project Learn.**

8.1 **Commitment.** Cuyahoga understands its position as the main provider of administrative services of Project Learn, and agrees to actively support the continued existence of Project Learn and Project Learn's mission of providing adult literacy programs and services consistent with those programs and services Project Learn currently provides.

Section 9. **Miscellaneous.**

9.1 **Entire Agreement.** This Agreement contains the entire agreement between the Parties as to the subject matter hereto. No agreement of any kind relating to the matters covered by this Agreement shall be binding upon the Parties unless set forth in a written document executed by the Parties.

- 9.2 **Headings.** The headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement
- 9.3 **Waiver of Breach.** No waiver of any right hereunder by any Party shall operate as a waiver of any other rights, or of the same right with respect to any subsequent occasion for its exercise, or of any right to damages. No waiver of any Party of any breach of this agreement shall be held to constitute a waiver of any other breach or of a continuation of the same breach.
- 9.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement. Faxed signatures or signatures in PDF copies transmitted via e-mail will be deemed original signatures for all purposes.

By the signatures of their duly authorized representatives below, Licensor and Licensee, 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 _____
 Felton Thomas, Jr., Executive Director, CEO

CUYAHOGA COUNTY PUBLIC LIBRARY

By: _____ Date _____

 PRINTED NAME & TITLE

PROJECT LEARN, INC.

By: _____ Date _____

 PRINTED NAME & TITLE