

CLEVELAND PUBLIC LIBRARY

Human Resources Committee

December 18, 2018

**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, this Board renewed the initial agreement for an additional three (3) year term, with annual renewal options; and
- WHEREAS, On January 15, 2015, this Board renewed the Director's Agreement for an additional four (4) year term, which is set to expire on January 18, 2019; 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, and the Library has been the recipient of a "Five Star" rating from the Library Journal seven times. As the Library prepares to celebrate its 150th year anniversary in 2019, and as it works through the facilities Master Planning process, this Board wishes to retain the leadership and talent that Felton Thomas, Jr. brings to this institution and 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 the scale of similar professional salaries in the library profession in Ohio; and now therefore be it
- 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 included as an exhibit to this Resolution to continue to be the Executive Director of the Cleveland Public Library for a five (5) year term; and be it further
- RESOLVED, That the Board hereby authorizes the annual salary of Two Hundred Twenty Thousand Dollars (\$220,000.00) for the Executive Director, effective the pay period that includes January 1, 2019, with raises of Five Percent (5%) per year commencing in January of 2020, effective the pay period that includes January 1st of each year, and a payout of 100% of vacation time and 50% of sick time upon expiration or termination of the agreement; and be it further
- RESOLVED, That the Board further authorizes that the Director be paid a one-time merit bonus of Ten Thousand Dollars (\$10,000.00) in recognition of his service over the past

10 years and in recognition of the years during which he did not receive raises between 2010 and 2013 to be paid in the first pay period following the beginning term of the contract, January 1, 2019; and be it further

RESOLVED, That the Board authorizes and directs the President of the Board to execute the Agreement in substantially the same form as has been provided to the Board with this Resolution.

CLEVELAND PUBLIC LIBRARY

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of and effective January 1, 2019, 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 7 times in the past 10 years, 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 20, 2018 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 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 beginning on January 1, 2019 and ending December 31, 2023.

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 "Position Description" utilized by the Board in the search process and published by the Board's consultants, Library Associates Companies and Miriam Pollack + Associates, to all the candidates for the Director position; a copy of the Position 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 Twenty Thousand Dollars (\$220,000) per annum, effective January 1, 2019, subject to applicable withholding, payable not less frequently than twice monthly, plus all fringe benefits available to other Library employees, except as otherwise provided herein. Director will be eligible for additional compensation as the Board may authorize from time to time during the term hereof, based on those factors which the Board may deem to be pertinent. Director shall also receive a 5% (five percent) increase in each year of the Term after the first year, effective in the pay period that includes January 1 of each year.

5.2 Director shall also be paid a one-time merit bonus of Ten Thousand Dollars (\$10,000.00) in recognition of his service over the past 10 years, and for foregoing raises for the years 2010 through 2013, payable in the first pay period following execution of this Agreement.

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.

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.

During the term of this Agreement, 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.

At the conclusion of the five-year term, 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.

Upon termination, the Director shall be paid out 100% of his accrued vacation time and 50% of his accumulated sick time.

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

EXHIBIT "A"

Position Description from Brochure for Director (published by Library Associates Cos. And Miriam Pollack + Associates) To be reviewed and updated as the Board deems necessary.

CLEVELAND PUBLIC LIBRARY

Dynamic vision of world-class library services
Ability to promote collaboration and communication within and without the library
Ability to advocate on the local, statewide, and national levels
Experience in a union environment
Ability to build upon the legacy of public libraries while implementing new services and technology
Ability to work proactively with community leaders and the media
Demonstrated success as an active part of the local community
MLS from an ALA accredited library education program
10 years professional public library experience
Demonstrated management ability in administration, budgeting, and planning in a large system with multiple branches
Political-savvy leadership and ability to foster diversity in the workplace

Our Vision: Cleveland Public Library will be the driving force behind a powerful culture of learning that will inspire Clevelanders from all walks of life to continually learn, share, and seek out new knowledge in ways that are beneficial to themselves, their community, and the world.

Our Mission: We are the People's University, the center of learning for a diverse and inclusive community.

(2017 Annual Report)