

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

October 16, 2018

**RESOLUTION AUTHORIZING THE CLEVELAND PUBLIC LIBRARY TO  
ENTER INTO A GOVERNANCE AGREEMENT FOR SAY YES TO  
EDUCATION CLEVELAND**

WHEREAS, SAY YES TO EDUCATION CLEVELAND (“SAY YES”) is an initiative launched by Say Yes to Education, Inc., a nonprofit corporation based in New York City, which is designed to increase post-secondary education completion rates for students by addressing barriers to student success while they attend public schools, and providing financial support for secondary education; and

WHEREAS, The success of SAY YES depends upon the support and participation of community partners and stakeholders to cooperate in the planning, designing, financing, and implementation of the program, as has been demonstrated in other communities including Buffalo and Syracuse, New York, and Guilford County, North Carolina; and

WHEREAS, The City of Cleveland, Cuyahoga County, Cleveland Municipal School District, The Cleveland Council of Administrators and Supervisors, the Cleveland Teachers Union, and the Cleveland Public Library are each dedicated to improving student outcomes in the Cleveland Municipal Schools, and, thus, entered into a Memorandum of Understanding in March of 2018 with Say Yes to Education, Inc., to memorialize their commitment to bringing this program to Cleveland, and signifying their agreement to the core principles of SAY YES; and

WHEREAS, Say Yes to Education, Inc. has drafted a Governance Agreement that it has asked all the community members that signed the Memorandum of Understanding to enter into, which sets forth the obligations of the parties, and the structure and actions to be taken to implement the SAY YES initiative; and

WHEREAS, The Governance Agreement requires the Cleveland Public Library to participate as a member in an Operating Committee, enter into a separate Memorandum of Understanding with Say Yes to Education, Inc. regarding, among other topics, any specific support services the Library will provide, and the sharing of data required to inform programing, document progress, administer scholarships and evaluate the impact of the program (to the extent permitted by law); and

WHEREAS, SAY YES is aligned with the Library's mission of literacy and fighting community deficits, and, therefore, the Library Administration desires to become a committed partner to this initiative; now therefore be it

RESOLVED, That the Executive Director, CEO or his designee, is hereby authorized to execute a Governance Agreement with Say Yes to Education, Inc. and the community partners set forth in the third "WHEREAS" clause of this Resolution, in substantially the form of the Agreement included as an exhibit to this Resolution, and to negotiate and enter into such additional agreements, memorandums of understanding, and instruments as may be necessary to implement the Library's role in the SAY YES program, including those in excess of \$25,000.00.

## GOVERNANCE AGREEMENT

### SAY YES TO EDUCATION CLEVELAND

**THIS GOVERNANCE AGREEMENT** (this “**Agreement**”), effective as of \_\_\_\_\_, 2018 (the “**Effective Date**”), is entered into by and among SAY YES TO EDUCATION, INC., a Connecticut non-stock corporation (“**SYTE**”), CLEVELAND MUNICIPAL SCHOOL DISTRICT (“**CMSD**”), THE CITY OF CLEVELAND (“**Cleveland**” or the “**City**”), CUYAHOGA COUNTY (the “**County**”), CLEVELAND TEACHERS UNION, AMERICAN FEDERATION OF TEACHERS LOCAL 279 (the “**Union**”), CLEVELAND COUNCIL OF ADMINISTRATORS AND SUPERVISORS (“**CCAS**”), and the CLEVELAND PUBLIC LIBRARY (the “**CPL**”). SYTE, CMSD, the City, the County, the Union, CCAS and the CPL are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

#### RECITALS

**WHEREAS**, SYTE is a non-profit organization that, among other things, devotes time, money and resources to increase postsecondary education completion rates for students by addressing the barriers to student success while they are in public or charter schools; and

**WHEREAS**, CMSD, the City, the County, the Union, CCAS, and the CPL (each a “**Cleveland Partner**” and collectively, the “**Cleveland Partners**”) are each dedicated to improving student outcomes in the CMSD; and

**WHEREAS**, SYTE has already invested significant funds in the Cleveland community to conduct feasibility studies, created a basic structure, and met with diverse stakeholders from across the community including parents, students, teachers, nonprofits, business leaders, faith leaders, college and university administrators, and local government officials; and

**WHEREAS**, the Parties acknowledge and agree that postsecondary access and success for students in Cleveland is an overarching goal of the Parties; and

**WHEREAS**, the Parties entered into a Memorandum of Understanding (the “**MOU**”) to document their commitment to such goal and to implement a strategy to ensure the healthy development and long-term success of students in CMSD (the “**Say Yes Cleveland Strategy**” or “**SYCS**”); and

**WHEREAS**, the Parties may wish to expand the Say Yes Cleveland Strategy to students enrolled in charter schools located within the City; and

**WHEREAS**, the proper implementation of the SYCS will help revitalize the CMSD community, will provide students and families with the resources for pursuing a college education, and may lead to a more educated labor force, incentives for businesses to start or relocate into the community, a stronger tax base, and increased property values; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth their understanding of the commitment and cooperation necessary to properly implement the SYCS,

including the governance criteria, terms, conditions, rights, powers, duties, and obligations of each Party.

**NOW THEREFORE**, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Parties agree as follows:

## **ARTICLE I INTRODUCTION AND BACKGROUND**

**Section 1.01 Definitions.** Unless the context otherwise requires, capitalized terms used herein shall have the respective meanings set forth in Appendix A hereto.

**Section 1.02 SYTE Goals.** SYTE is a nonprofit organization founded to increase postsecondary completion rates for students. In order to do this, SYTE galvanizes its partner communities around three main goals: (i) to build local endowments that provide tuition scholarships so public school and charter school graduates can afford and complete a postsecondary education; (ii) to build student support resources that help students during each stage of their education in the local school district, including through after-school programs, summer programs, tutoring, legal assistance, health services and other services; and (iii) to ensure students are on the path to academic success.

**Section 1.03 Selection of Cleveland.** Following a national competition, SYTE chose to invest in Cleveland for several reasons, including: the openness of the Cleveland Partners and their local partners to work together; the high percentage of CMSD students who are from low-income backgrounds; the steady leadership within CMSD; the quality of local colleges and universities; the potential for raising the money needed for the college scholarship endowment that will benefit students for years to come; and the Material Commitments (as defined below in Section 3.01).

**Section 1.04 Purpose.** The partnership between SYTE and the Cleveland Partners will provide an opportunity for the Cleveland community to work together to give CMSD students and, as determined by the Operating Committee, students enrolled at certain charter schools located within the City, access to the resources and support necessary for pursuing a college education or postsecondary certificate.

**Section 1.05 Authority.** Each Party to this Agreement has full power and authority (including the approval of such Party's governing body if applicable) to execute and deliver this Agreement and to perform its obligations hereunder.

## ARTICLE II MANAGEMENT

### Section 2.01 Governance.

(a) Principles. In performing its obligations under this Agreement, each Party shall adhere to the governance principles and perform the governance-related tasks set forth in this Agreement and in Exhibit A.

(b) Implementation. SYTE and each Cleveland Partner shall use their best efforts to perform certain objectives by certain target dates (“**Target Dates**”) as set forth in Exhibit B (the “**Implementation Rubrics**”).

(c) Timing. SYTE and each Cleveland Partner shall use their best efforts to implement the SYCS according to the schedule (“**Roll-Out Schedule**”) set forth in Exhibit C.

**Section 2.02 City Operations Executive Director.** A local executive operating officer (the “**Operations Executive Director**”) shall manage the SYCS and shall provide leadership to the local management team, including the Operating Committee (as defined below in Section 2.03).

(a) Selection. SYTE and the Cleveland Partners shall work together to prepare a list of eligible candidates for consideration to serve as the Operations Executive Director. SYTE shall select the Operations Executive Director from the list of eligible candidates prepared by the Cleveland Partners. SYTE shall employ the Operations Executive Director and the Operations Executive Director shall serve until he or she resigns, retires, or is terminated, with or without cause, by SYTE. SYTE may hire a replacement Operations Executive Director after consulting with the Cleveland Partners.

(b) Qualifications. The Operations Executive Director shall have a masters degree or equivalent training and experience necessary to fulfill the roles and duties set forth in this Agreement.

(c) Salary. SYTE will employ the Operations Executive Director and will be responsible for setting and paying the salary of the Operations Executive Director. In no event shall the salary of the Operations Executive Director be paid from the scholarship fund described in Section 3.04. The Operations Executive Director shall not be deemed to be the servant, employee, or agent of any of the Cleveland Partners. SYTE shall be responsible for paying all costs related to the Operations Executive Director, including but not limited to: payment of wages and salaries, including regular hourly pay, management bonus, vacation pay, sick pay, bereavement pay, and legal holiday pay; withholding of all applicable federal, state and local employment taxes, Social Security taxes and Medicare taxes and/or any required SERS contributions; payment of insurance premiums, including but not limited to unemployment insurance, general liability and umbrella insurance, workers’ compensation, medical, dental and hospitalization; and contributions to benefit, retirement, deferred compensation and profit sharing plans.

(d) Reporting. The Operations Executive Director shall provide regular updates to the chief executive officer of CMSD, SYTE and the Operating Committee. The Operations Executive Director and the chief executive officer of CMSD, or a designee, shall work together to identify any potential issues with implementing the SYCS and shall regularly report such issues to the Operating Committee.

(e) Budget. The Operations Executive Director shall prepare the annual operating budget for SYCS, set forth by category and reflecting any committed revenue from SYTE, the Cleveland Partners and any other contributing local partner who enters into a memorandum of understanding. Additionally, the Operations Executive Director shall be responsible for managing the budget within the established parameters and executing the contracting process with approved vendors.

**Section 2.03 Operating Committee.** An operating committee (the “**Operating Committee**”) will coordinate, manage, and evaluate the SYCS and the student support resources.

(a) Members. The Operating Committee shall include a representative from each Party and may include additional members as the Parties may determine, from time to time, including students and representatives from the local IHEs and local philanthropy. In addition, the chief executive officer of CMSD may appoint one representative from the CMSD Board of Education (the “**Board of Education**”) to serve on the Operating Committee. The chief executive officer of CMSD, in his sole discretion and at any time, may remove the Board of Education representative from the Operating Committee and appoint a new representative from the Board of Education to serve on the Operating Committee. If any member of the Operating Committee misses two (2) consecutive meetings, such member may be removed from the Operating Committee upon agreement by the other members of the Operating Committee. If a member, other than the Board of Education member appointed by the chief executive officer of CMSD, is removed by the Operating Committee, then the Operating Committee will determine whether to appoint a new member to fill such vacancy.

(b) Meetings.

(i) Number. For the first year of this Agreement, the Operating Committee shall meet at least twice a month to discuss coordination of the SYCS and evaluation components. Additional meetings may be held, as needed, upon the request of the Operating Committee. After the first year anniversary of this Agreement, the Operating Committee may meet every three weeks.

(ii) Place. Except to the extent required to be open to the public pursuant to Ohio Revised Code Section 121.22, meetings shall be closed to the public. Meetings may not be held by means of telephone conference or other communications equipment. Participation by a member in a meeting pursuant to electronic means is permissible but shall not constitute presence at such meeting for the purposes of voting and/or constituting a quorum.

(c) Voting. The Operating Committee will attempt to approve matters and resolve disputes by consensus; provided, however, that the initial Operating Committee shall develop a decision making policy (the “**Decision Making Policy**”) that shall govern when the Operating Committee is unable to reach a consensus. The Decision Making Policy shall set forth the Operating Committee’s voting procedures and the voting standards to apply when a consensus is not reached.

(d) Powers.

(i) The Operating Committee shall have the authority to take the following actions:

(A) approve the expansion of the SYCS to specified charter schools located within the City;

(B) discuss and resolve any problems that require coordination of efforts;

(C) provide leadership to subgroups of experts on the development and implementation of each component piece of the SYCS;

(D) create task forces to complete tasks as assigned and delegated by the Operating Committee (the “**Task Forces**”); and

(E) review and approve the proposed budgets as prepared by the Operations Executive Director; provided, however, that the Operating Committee shall not have the right to review any budget on a line item basis or based on which party contributed any specific funds.

(ii) The Operating Committee must approve the following:

(A) the SYCS communications plan;

(B) SYCS policy initiatives;

(C) any memorandum of understanding to be entered into with other local contributing partners; and

(D) SYCS local economic development activities.

(e) Task Forces. The Operating Committee may establish Task Forces to develop and make recommendations to the Operating Committee on certain issues; provided, however, that a Task Force may not implement any program or strategy without the approval of the Operating Committee. Each Task Force shall, when feasible, include at least one (1) member of the Operating Committee and may include other representatives from the community. Actions for which the Operating Committee may establish a Task Force include, but are not limited to:

- (i) developing strategies for building relationships with foundations, individuals, corporations, businesses, and other supported membership organizations to increase financial support for the SYCS;
- (ii) establishing postsecondary supports, such as SYTE Compact Institutions (as defined in **Exhibit A**), procedures, preparatory programming, application and financial aid processes, building capacity of guidance counselors, and increasing student retention in postsecondary education;
- (iii) creating a public-private network of legal support services for the CMSD students, students from any eligible charter schools, and their families;
- (iv) creating public-private relationships to provide quality and efficient services for meeting the physical and mental health needs of CMSD students and the students from any eligible charter schools;
- (v) developing a comprehensive communications and engagement campaign to increase understanding of and commitment to the SYCS;
- (vi) creating a strategy for engaging parents and caregivers in supporting children's education and participation in the SYCS from pre-kindergarten through post-secondary completion; and
- (vii) developing and implementing quality summer and after-school and community programs.

**Section 2.04 Community Leadership Council.** A community leadership council (the “**Community Leadership Council**”) will report, share, review and monitor the progress of the SYCS.

- (a) Members. The members of the Community Leadership Council shall include elected officials (city, county, school district), business leaders, educators, parents, school district officials, community leaders and faith leaders.
- (b) Chair. Each meeting of the Community Leadership Council shall be chaired by either the Cuyahoga County Executive, the Mayor of the City, the chair of the Scholarship Board (as defined below), or the Chair of the Board of Education, on a rotating basis.
- (c) Meetings. The Community Leadership Council shall meet in person at least once a fiscal quarter in a public forum to discuss and report on the progress of the SYCS.

### **ARTICLE III PROGRAMMING AND OPERATIONAL SUPPORT**

**Section 3.01 Material Commitments.** The Parties acknowledge and agree that certain material commitments are required by the Parties to successfully implement the SYCS (the



“**Material Commitments**”), and were a material factor in SYTE’s selection of Cleveland. The Parties agree that the Material Commitments are as follows:

(a) Each Cleveland Partner shall:

(i) to the extent a Cleveland Partner is authorized by its governing body to provide any specific support services for the implementation of the SYCS, enter into a separate memorandum of understanding with SYTE regarding the provisions of such specific support services to be provided; provided; however, that each memorandum of understanding must be reviewed and approved by the Operating Committee and the Cleveland Partner’s governing board prior to execution;

(ii) work together to successfully implement a system developed by SYTE to manage and enrich the services provided to students by compiling a database of services and outcomes for each student (the “**Postsecondary Planning System**” or “**PPS**”);

(iii) provide and support transparent data-driven decision-making in implementing the PPS;

(iv) develop a comprehensive plan with SYTE and community partners, which includes: (1) a postsecondary orientation for all students, (2) reorienting guidance counselor roles, consistent with provisions of the collective bargaining agreement between CMSD and the Union, to support postsecondary and career success for all students, (3) adopting “early college” readiness programs and rigorous curricula (e.g. IB) to prepare graduates for success in postsecondary education, (4) creating linkages between academic courses and real-world career exposure, (5) developing vertical alignment between middle and high school curricula, (6) developing postsecondary and career support centers at high schools, and (7) creating high expectations for postsecondary and career success from pre-kindergarten through grade twelve (a “**Pathway**”). Such Pathways shall be consistent with those established by the State of Ohio;

(v) commit to the SYTE postsecondary education Pathway;

(vi) support and actively participate in cross-sector and cross-government collaboration;

(vii) provide transparent, sustainable, and collaborative fiscal planning;

(viii) provide full participation on the Operating Committee by each Parties’ applicable representative(s);

(ix) provide leadership to the Community Leadership Council;

(x) work to strategically allocate resources to fully implement the needed academic and non-academic services necessary for students to be postsecondary ready;

(xi) to the extent permitted by law, share data required to inform programming, document progress, administer scholarships, and evaluate the impact of the overall strategy; and

(xii) collaborate with SYTE to implement the SYCS, and use reasonable efforts to complete the applicable tasks contained in the Implementation Rubrics to be established by the Operating Committee similar to the form set forth in **Exhibit B**, as may be amended and/or modified by the Parties and the Operating Committee.

(b) SYTE shall:

(i) review, on a routine basis, current programs in use in the CMSD and provide information from the research literature to the CMSD administrators, school principals, and school leadership teams to guide program selection and implementation; provided, however, the implementation of any changes to the curriculum in CMSD shall be approved by the Board of Education. The Board of Education will review and consider any recommendations made by SYTE regarding changes in curriculum, however, the Board of Education is under no obligation to implement any such changes and the Board of Education's decision not to implement a recommendation shall not provide SYTE with any right to terminate this Agreement; and

(ii) coordinate and support the development and completion of a yearly independent evaluation study of the quality of implementation of the SYCS to assess progress in achieving implementation goals and to provide contextual data for the interpretation of findings from the outcome evaluation.

**Section 3.02 Additional Agreements.** In addition to the Material Commitments, the Parties agree to commit to the following:

(a) CMSD shall be responsible for implementing educational programs in CMSD, at both the district-wide and school levels, as phased-in in accordance with the Roll-Out Schedule, with particular focus on building the capacity of CMSD administrators, teachers, and central office leadership. CMSD shall have no responsibility for implementing any educational programs in any charter schools to which the SYCS may be expanded.

(b) SYTE and the Cleveland Partners agree to work together to identify specialized personnel designated as "**Family Support Specialists**" who will provide various support services to CMSD students and students from eligible charter schools in accordance with the Roll-Out Schedule. The roles, duties, and qualifications of the Family Support Specialists shall be set forth in separate memorandums of understanding in accordance with Section 3.01(a)(i) and entered into by the Cleveland Partner

responsible for providing the services and the oversight of the specific Family Support Specialist. Family Support Specialists shall be employed by the Cleveland Partner responsible for providing the specific support service and will be required to go through criminal background checks. Family Support Specialists may not perform any functions reserved to members of the Union without the Union's consent. Examples of some functions that may be performed by Family Support Specialists include:

- (i) carrying out case management activities directly aligned with the SYCS (home visits, legal referrals, connecting with community based services);
- (ii) coordinating with school-based teams, including other SYTE staff, administrators, teachers, school support staff and other social workers; and
- (iii) collaborating with SYTE, to educate themselves and incorporate strategies to address the impact that certain factors, particularly race and poverty, have on student academic achievement.

The roles and responsibilities of the Family Support Specialists, and any changes to such roles and responsibilities, shall be set forth in separate memorandums of understanding entered into by the Union, CMSD or any relevant financial contributors, as applicable, pursuant to Section 3.01(a)(i).

- (c) SYTE shall work with the Cleveland Partners to:
  - (i) implement and manage the SYTE Compact Institutions, including identification of member institutions and ongoing communication regarding applicants and tuition;
  - (ii) design and implement a student mentoring and apprenticeship program for secondary students, and support the design of a secondary school model that provides:
    - (A) a site-based school improvement process linked to defined goals, gap analyses, formative evaluation, and accountability; and
    - (B) multiple, rigorous Pathways for all students to college and/or careers;
  - (iii) identify community-based organizations (“CBOs”) interested in and having the potential to support the implementation of the SYCS;
  - (iv) develop a strategy for engaging CBOs in supporting children's education and development in the SYCS from pre-kindergarten through post-secondary completion;
  - (v) develop a process for utilizing external third-party due diligence reviews on potential partners; and

(vi) work with technical assistance providers and other stakeholders, as appropriate, to nurture and develop the capacity of these agencies.

**Section 3.03 Institutions of Higher Education.** SYTE and the Cleveland Partners (through the Scholarship Board) will identify institutions of higher education (each an “**IHE**” and collectively the “**IHEs**”) for participation in the SYCS. To be eligible to participate in the SYCS an IHE must execute a memorandum of understanding setting forth its commitments (financial or otherwise) to SYCS. Prior to execution, such memorandum of understanding must be reviewed and approved by the Operating Committee.

**Section 3.04 Funding.**

(a) Start-up funds. SYTE will provide up to \$15,000,000 in funding and technical assistance during the Term of this Agreement (the “**Start-up Funds**”). The Parties acknowledge that amounts expended by SYTE in implementing the SYCS prior to the Effective Date shall be included in the Start-Up Funds contributed by SYTE. The Start-up Funds may not be used for scholarships. The Start-up Funds will be used to develop, implement, and make sustainable the SYCS, including development of: (i) a process for developing and implementing effective quality academic, social-emotional, and health support program options; and (ii) a portfolio of higher education options for CMSD graduates and graduates from any eligible charter school. SYTE shall provide the Start-up Funds in accordance with the Roll-Out Schedule and shall make any payments directly to third-party service providers. No Cleveland Partner shall have any responsibility to reimburse SYTE for any Start-up Funds.

(b) Scholarship fund. A 501(c)(3) will be formed for the purpose of receiving, holding and managing the scholarship fund in cooperation with the Cleveland Foundation. **[NTD: This provision to be revised upon review of the 501(c)(3) documentation.]**

**Section 3.05 Scholarship Board.** The 501(c)(3) will establish a scholarship board (the “**Scholarship Board**”) to set forth the eligibility requirements for scholarships and to oversee the distribution of scholarships. The initial Scholarship Board shall consist of no less than ten (10) members; provided, however, that the initial Scholarship Board may agree to increase the size of the Scholarship Board. The members of the Scholarship Board shall be local business and community leaders. The Scholarship Board will have the authority to set forth the eligibility requirements for scholarships and to establish any limits on the amount and type of scholarships to be granted, provided, however, that the Scholarship Board must address sustainability, equity, and universality in the disbursement of scholarships and in no event may the Scholarship Board remove the requirement that a student attend CMSD or a public charter approved by the Operating Committee for a minimum of four consecutive years, subject to an appeal process for students who do not meet the minimum eligibility requirements as a result of hardship.

**Section 3.06 Financial Benchmarks.**

(a) Within nine (9) months of this Agreement, SYTE and the Cleveland Partners shall develop a six-year fiscal pro forma for the academic, social-emotional and

health components of the SYCS that shall not depend on additional financial commitments from any Cleveland Partner.

(b) CMSD, the County and the City shall have prepared a third-party fiscal value chain analysis of budget and resource usage to inform the work of the Cleveland Partners and identify potential resources to redirect and support the SYCS.

(c) The Operating Committee shall ensure that all proposals for funding, including additional funding, that relate to the SYCS are reviewed by the Cleveland Partners for consistency with and support of the SYCS implementation.

## **ARTICLE IV DISPUTE RESOLUTION**

### **Section 4.01 Dispute Resolution.**

(a) This Agreement is made on the basis of mutual confidence, and it is understood that the differences, if any, during the Term of this Agreement should freely be discussed between the Parties. The Parties shall initially attempt in good faith to resolve any significant controversy, claim, or dispute arising out of or relating to this Agreement, or its interpretation, performance, nonperformance or any breach of any respective obligations hereunder (collectively, a “**Dispute**”) through negotiations between executives of SYTE and the Cleveland Partners. If the Dispute is not resolved pursuant to this Section 4.01 within thirty (30) days (or such other period of time agreed upon by the Parties) from the date of notice of a Dispute, then the Parties agree to resolve any such Dispute through the dispute resolution procedures set forth in Section 4.01(b).

(b) If the respective representatives of the Parties are unable to settle the Dispute after good faith negotiations as set forth in Section 4.01(a), then any Party may bring the Dispute to the Operating Committee by written notice to the other Parties, and thereafter, the Dispute shall be resolved by the Operating Committee. Notwithstanding anything contained in this Section 4.01 to the contrary, in the event a Dispute originates or is commenced by a party or authority other than SYTE or the Cleveland Partners, any response, cross-claim or counter-claim relating to such proceeding may be brought in the forum and jurisdiction where the claim originated, without resort to the remedies listed in this Section 4.01.

(c) Nothing in this Section 4.01 shall be construed as limiting in any way the right of a Party to seek injunctive or other equitable relief from a court of competent jurisdiction with respect to any actual or threatened breach of this Agreement.

## **ARTICLE V TERM AND TERMINATION**

**Section 5.01 Term.** The term of this Agreement shall commence on the Effective Date and continue in effect until terminated pursuant to Section 5.02 (the “**Term**”).

## **Section 5.02 Termination.**

(a) **By Mutual Agreement.** This Agreement may be terminated at any time upon the mutual agreement of SYTE and at least four (4) of the Cleveland Partners.

(b) **Upon Default.** Each Party acknowledges that the Material Commitments were a key factor in each Party's execution of this agreement. If SYTE fails to complete its Material Commitments and does not cure its breach within sixty (60) days of receiving notice of such breach from any Cleveland Partner, then the Cleveland Partners may, upon a majority vote, agree to terminate this Agreement. If any single Cleveland Partner fails to complete a Material Commitment: (i) SYTE shall give each Cleveland Partner written notice of such failure; (ii) the Cleveland Partners shall work together in good faith for sixty (60) days to cure such failure (the "**Cure Period**"); and (iii) if, at the end of the Cure Period, such failure is not cured and the Parties do not come to an agreement to extend the Cure Period, then SYTE may terminate this Agreement and its participation in the SYCS with no further obligation to the Cleveland Partners or agree to continue its participation in the SYCS upon the removal of the breaching party by the majority vote of the Cleveland Partners. Any Cleveland Partner may cure a breach of another Cleveland Partner by performing such breaching Cleveland Partner's commitment under this Agreement. In such an event, the non-breaching Cleveland Partners may determine, by a majority vote of the non-breaching Cleveland Partners, to remove the breaching Cleveland Partner as a Party to this Agreement unless the removal of the particular Cleveland Partner makes the (A) implementation of the SYCS or (B) completion of the Material Commitment of the other Cleveland Partners, impossible or impracticable.

## **ARTICLE VI MISCELLANEOUS**

**Section 6.01 Expenses.** Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**Section 6.02 Further Assurances.** In connection with this Agreement and the transactions contemplated hereby, each Party hereby agrees, at the request of another Party, to execute and deliver such additional documents, instruments, conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

**Section 6.03 Confidentiality.** During the Term of this Agreement and for a period ending five (5) years after expiration or termination of this Agreement, each Cleveland Partner and SYTE each shall keep in confidence, using at least reasonable care, and not disclose to any third party or use for any purpose except to perform its obligations, to enforce its rights and/or to receive its intended benefits under this Agreement, any and all written or oral confidential or proprietary information and records of any other Party or of any subsidiary of any other Party disclosed in connection with or in anticipation of this Agreement ("**Confidential Information**").

Additionally, the Parties agree to comply with the provisions of the Family Educational Rights and Privacy Act of 1974, as amended, (and other privacy laws, such as state privacy laws, confidential records laws, and HIPAA), in order to protect applicable Confidential Information. The foregoing use and confidentiality restrictions shall not apply to: (a) information that is or becomes publicly available through no fault of the receiving Party; (b) information that is obtained lawfully from a third party not bound to obligations of secrecy to the disclosing Party; (c) information that is developed by or for the receiving Party independent of and without reliance on Confidential Information; and (d) information within the receiving Party's possession prior to the Effective Date of this Agreement that was not received under an obligation to keep the same confidential. Nothing in this provision, however, will restrict any Cleveland Partner's legal obligations to comply with public records laws or produce public records in response to public records requests.

**Section 6.04 Notices.** All notices, claims, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or on the date of receipt or refusal indicated on the return if delivered or mailed (registered or certified mail postage prepaid, return receipt requested) as follows:

If to SYTE:	Say Yes to Education, Inc. 320 Park Avenue, 21st Floor New York, NY 10022 Fax 860.240.1275 Attn: Eugene Chasin
If to CMSD:	Cleveland Municipal School District 1111 Superior Ave E, Suite 1800 Cleveland, OH 44114 Fax 216.436.5144 Attn: Chief Executive Officer
If to CITY:	The City of Cleveland City Hall 601 Lakeside Ave Cleveland, Ohio 44114 Attn: The Mayor
If to COUNTY:	Cuyahoga County Cuyahoga County Administrative Headquarters 2079 East Ninth Street Cleveland, OH 44115 Attn: The County Executive

If to UNION:

Cleveland Teachers Union, American  
Federation of Teachers Local 279  
The Halle Building  
1228 Euclid Ave. Suite 300  
Cleveland, OH 44115  
Attn: President

If to CCAS:

Cleveland Council of Administrators  
and Supervisors  
5920 Fullerton Avenue  
Cleveland, OH 44105  
Attn: President

If to the CPL:

Cleveland Public Library  
325 Superior Avenue  
Cleveland, Ohio 44114  
Fax: 216-623-2808  
Attn: Executive Director, CEO

or to such other address as the Party to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above.

**Section 6.05 Headings.** The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

**Section 6.06 Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Section 6.07 Entire Agreement.** This Agreement, together with all related Exhibits and Appendices, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, records, representations, and warranties, both written and oral, whether express or implied, with respect to such subject matter.

**Section 6.08 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. This Agreement may not be assigned by any Party except with the written consent of the other Parties and any assignment in violation of this Agreement shall be null and void.

**Section 6.09 No Third-Party Beneficiaries.** Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.



**Section 6.10 Amendment.** Except as otherwise provided by this Agreement, no provision of this Agreement may be amended or modified except by an instrument in writing executed by each Party. Any such written amendment or modification will be binding upon the Parties.

**Section 6.11 Governing Law.** All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio.

**Section 6.12 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**SAY YES TO EDUCATION, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CLEVELAND MUNICIPAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name:  
Title:

**THE CITY OF CLEVELAND**

By: \_\_\_\_\_  
Name:  
Title:

**CUYAHOGA COUNTY**

By: \_\_\_\_\_  
Name:  
Title:

**CLEVELAND TEACHERS UNION, AFT LOCAL 279**

By: \_\_\_\_\_  
Name:  
Title:

**CLEVELAND COUNCIL OF ADMINISTRATORS AND SUPERVISORS**

By: \_\_\_\_\_  
Name:  
Title:

**CLEVELAND PUBLIC LIBRARY**

By: \_\_\_\_\_  
Name: Felton Thomas, Jr.  
Title: Executive Director, CEO

## **EXHIBIT A**

### **Governance Principles**

The Parties agree to adhere to the following governance principles with respect to the governance model set forth in the Agreement and the performance of their respective obligations under the Agreement.

- The Parties intend to enhance and grow their relationship long term.
- The long-term viewpoint is based upon a spirit of mutual trust and active cooperation.
- The Parties are deeply committed to working together to ensure the healthy development and long-term success of every child within CMSD and are committed to driving countywide revitalization and sustainable economic development through the quality implementation of the SYCS.
- The Cleveland Partners pledge to implement with fidelity the SYCS. The SYCS shall provide, during the Term, every CMSD student and students from eligible charter schools with the academic, social, health, financial support (as provided in more detail in this Agreement or otherwise agreed to by the Parties in writing) and enrichment opportunities needed to build on individual student strengths and overcome barriers preventing students from reaching their full potential. These supports and opportunities shall be made possible, largely due to more efficient coordination of existing resources from the City, the County, and CMSD.
- The Cleveland Partners shall work together to successfully implement the PPS, providing a common platform to systematically monitor student, school, and system progress and provide research-tested interventions to make certain that all students are on track to be successful in college and/or a career. The Cleveland Partners shall work systematically to make available quality programming at scale and to align core resources (school district, city, county, and private) to sustain effective programming over time.
- Through the effective delivery of these supports and opportunities, and the successful implementation of the PPS, the SYCS shall provide a path for all CMSD students and students from eligible charter schools to access a scholarship opportunity at a participating public higher education institution in the State of Ohio (which has entered into a written agreement with the local SYTE Scholarship Board) or tuition assistance at any of the identified private colleges and universities that have agreed to ensure that students whose annual family income is at or below \$75,000 are typically eligible, at a minimum, to attend tuition-free, provided they successfully navigate the institution's regular admission process (the "**SYTE Compact Institutions**") and up to a \$5,000 "**Choice Grant**" at such SYTE Compact Institutions from the local SYTE chapter's scholarship fund.
- The Parties shall work together to meet the supporting requirements of community commitments.
- The Parties shall educate themselves on how certain factors, particularly race and poverty, directly impact student academic achievement.

**EXHIBIT B**  
**Implementation Rubrics**

The Operating Committee will establish Implementation Rubrics similar to the form included in this Exhibit. The Implementation Rubrics are intended to identify the components of the objectives for implementation of the SYCS and the dates by which each component is to be achieved. Once achieved, each component is to remain enacted for the Term. The Parties agree that these Implementation Rubrics are intended to be guidelines for the Parties and may be changed upon agreement between the Parties in writing.

**[See Attached]**

**EXHIBIT C**  
**Roll-Out Schedule**

The Parties shall designate and support demonstration sites that shall fully implement and utilize the Postsecondary Planning System and embed Family Support Specialists in the CMS, as selected by the Operating Committee, in accordance to the following schedule:

[TO BE AGREED TO BY THE PARTIES]

## **APPENDIX A DEFINITIONS**

The following terms when set forth in initial capital letters in this Agreement shall have the respective meanings:

“**Agreement**” shall have the meaning set forth in the Preamble.

“**Board of Education**” shall have the meaning set forth in Section 2.03(a).

“**CBOs**” shall have the meaning set forth in Section 3.02(c)(iii).

“**CCAS**” shall have the meaning set forth in the Preamble.

“**Choice Grant**” shall have the meaning set forth in **Exhibit A**.

“**City**” shall have the meaning set forth in the Preamble.

“**Cleveland**” shall have the meaning set forth in the Preamble.

“**Cleveland Partner**” or “**Cleveland Partners**” shall have the meaning set forth in the Recitals.

“**CMSD**” shall have the meaning set forth in the Preamble.

“**Community Leadership Council**” shall have the meaning set forth in Section 2.04.

“**Confidential Information**” shall have the meaning set forth in Section 6.03.

“**County**” shall have the meaning set forth in the Preamble.

“**CPL**” shall have the meaning set forth in the Preamble.

“**Cure Period**” shall have the meaning set forth in Section 5.02(b).

“**Decision Making Policy**” shall have the meaning set forth in Section 2.03(c).

“**Dispute**” shall have the meaning set forth in Section 4.01(a).

“**Effective Date**” shall have the meaning set forth in the Preamble.

“**Family Support Specialists**” shall have the meaning set forth in Section 3.02(b).

“**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

“**IHE**” shall have the meaning set forth in Section 3.03.

“**Implementation Rubrics**” shall have the meaning set forth in Section 2.01(b).

“**Material Commitments**” shall have the meaning set forth in Section 3.01.

“**MOU**” shall have the meaning set forth in the Recitals.

“**Operating Committee**” shall have the meaning set forth in Section 2.03.

“**Operations Executive Director**” shall have the meaning set forth in Section 2.02.

“**Party**” or “**Parties**” shall have the meaning set forth in the Preamble.

“**Pathway**” shall have the meaning set forth in Section 3.01(a)(iv).

“**Postsecondary Planning System**” or “**PPS**” shall have the meaning set forth in Section 3.01(a)(ii).

“**Roll-Out Schedule**” shall have the meaning set forth in Section 2.01(c).

“**Say Yes Cleveland Strategy**” or “**SYCS**” shall have the meaning set forth in the Recitals.

“**Scholarship Board**” shall have the meaning set forth in Section 3.05.

“**Start-up Funds**” shall have the meaning set forth in Section 3.04(a).

“**SYTE**” shall have the meaning set forth in the Preamble.

“**SYTE Compact Institutions**” shall have the meaning set forth in **Exhibit A**.

“**Target Dates**” shall have the meaning set forth in Section 2.01(b).

“**Task Forces**” shall have the meaning set forth in Section 2.03(d)(i)(D).

“**Term**” shall have the meaning set forth in Section 5.01.

“**Union**” shall have the meaning set forth in the Preamble.