

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**  
December 13, 2011

**RESOLUTION TO ACCEPT CLEVELAND FOUNDATION GRANT  
FOR LIBRARY LEARNING CENTERS**

- WHEREAS, The Cleveland Foundation, established in 1914, is the nation's second-largest community foundation that provides grants to worthy organizations that work toward the greater good of the citizens in the community; and
- WHEREAS, The Cleveland Public Library applied to the Cleveland Foundation for a grant to establish learning centers at six branches including Fleet, Fulton, Sterling, Collinwood, Eastman, and Langston Hughes. The Learning Centers will be modeled after the Rice Branch Learning Center, and will provide neighborhood elementary students, teens and adults with educational support and resources in areas of college preparation, GED, SAT and Ohio Proficiency Test preparation, tutoring, and citizenship and ESOL classes. New laptop computers will be provided at each of the learning centers for flexibility in access to computer technology; and
- WHEREAS, The Cleveland Foundation has agreed to grant the Cleveland Public Library the sum of \$162,000 from the Helen C. Cole Charitable Trust Fund for the purpose of establishing the learning centers; therefore be it
- RESOLVED, The Cleveland Public Library Board of Trustees, pursuant to the authority set forth in R.C. §3375.40(K), hereby accepts a grant from the Cleveland Foundation in the amount of \$162,000 for the grant period from December 1, 2011 through November 20, 2012 for purpose of establishing learning centers in various branches of the Cleveland Public Library system; be it further
- RESOLVED, That the Director is authorized to enter into and execute such agreements and instruments as may be necessary or appropriate to effectuate the terms and conditions of this Resolution, which agreements and instruments shall be subject to the approval of the Library's Chief Legal Officer.



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November 30, 2011

Mr. Felton Thomas  
Executive Director  
Cleveland Public Library  
325 Superior Avenue, N.E.  
Cleveland, OH 44114-1271

Dear Mr. Thomas:

We are pleased to inform you that the Board of Directors of the Cleveland Foundation has authorized a grant of \$162,000.00 to the Cleveland Public Library for the Learning Centers. Details of this grant are outlined in the enclosed GRANT AGREEMENT and are subject to the TERMS AND CONDITIONS OF GRANT. ***Please sign and return the GRANT AGREEMENT (by December 9) indicating your acceptance of this grant for the purpose stated.***

In keeping with our grant agreement, we ask that you submit grant reports as outlined by the scheduled due dates. We wish to emphasize the importance of providing grant reports, as they are an integral part of our monitoring and evaluation process. Please be sure we receive reports in a timely manner, as release of payments or review of future grant requests may be contingent upon our receipt and satisfactory review of the required reports. Current reporting forms are available on our website; please use the "standard grant report form."

We wish you every success in the accomplishment of your goals and look forward to receiving your progress reports.

Sincerely,

Robert E. Eckardt, Dr. P.H.  
Executive Vice President

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Enclosures



**PROJECT BUDGET** for Cleveland Public Library

**Cleveland Public Library Learning Centers**

**Total amount requested from The Cleveland Foundation: \$179,300.00**

<b>PROJECT INCOME</b>	<b>Anticipated</b>	<b>Committed</b>	<b>Total</b>	
Government Grants				
Foundations (Other)				
The Cleveland Foundation	\$179,300		\$179,300	
Corporations				
United Way or other federated campaigns				
Individual contributions				
Fundraising events and products				
Membership income				
In-kind support		\$40,000	\$40,000	
Endowed income				
Government contracts				
Fees / Earned income				
Other				
<b>TOTAL</b>	\$179,300	\$40,000	\$219,300	
<b>PROJECT EXPENSES</b>	<b>Cleveland Foundation Request</b>	<b>Other Funding</b>	<b>Total</b>	<b>Cleveland Foundation Award</b>
Salaries and wages	\$20,000		\$20,000	\$20,000
Benefits and Payroll Taxes	\$5,000		\$5,000	\$5,000
Consultants and professional services	\$118,300	\$30,000	\$148,300	\$101,000
Travel		\$1,000	\$1,000	
Equipment	\$30,000		\$30,000	\$30,000
Office Supplies/Materials	\$6,000		\$6,000	\$6,000
Printing		\$4,000	\$4,000	
Utilities				
Postage and mailing				
Rent / Occupancy				
Building maintenance				
Depreciation				
Marketing		\$5,000	\$5,000	
Indirect expenses				
Other				
<b>TOTAL</b>	\$179,300	\$40,000	\$219,300	\$162,000



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[www.clevelandfoundation.org](http://www.clevelandfoundation.org)

## TERMS AND CONDITIONS OF GRANT

PLEASE INDICATE THE GRANT NUMBER AND TITLE ON ALL COMMUNICATIONS CONCERNING THE GRANT.

### 1. ACCEPTANCE OF GRANT

The grant to your organization (“the Grantee”) from The Cleveland Foundation (“the Foundation”) is subject to Grantee’s acceptance of this Terms and Conditions of Grant and Grantee’s execution of the Grant Agreement (collectively, “Terms and Conditions of Grant”). Grantee confirms that it is organized in or under the laws of the United States, or any state of the United States and is recognized by the Internal Revenue Service as an organization described in Internal Revenue Code § 501(c)(3) or that it is otherwise exempt from taxation under I.R.C. § 501(c) and that it will use the Grant funds solely for the specific charitable purposes identified in the Grant Agreement.

### 2. NONDISCRIMINATION

The Grantee agrees that it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, religion, gender, national origin, age, medical condition, handicap, veteran status, marital status, or sexual orientation.

### 3. EXPENDITURES OF GRANT FUNDS

This grant is for the explicit purpose(s) stated in the grant resolution. The grant funds may be spent only in accordance with the Terms and Conditions of Grant and Grantee's funding request and budget as approved by the Foundation. Any modifications require compliance with paragraph 6, below. No funds provided by the Foundation may be used by the Grantee to participate in or intervene in any political campaign. No portion of the grant funds may be used for purposes not clearly identified as charitable under the law. Without limiting the generality of the foregoing prohibitions, no portion of the grant funds may be used directly or indirectly to support or promote terrorism or violent acts. Expenses charged against this grant may not be incurred prior to the date on which the grant period begins or subsequent to its termination date.

### 4. RELEASE OF GRANT FUNDS

Grant funds will be disbursed to the Grantee upon receipt of the enclosed signed Grant Agreement according to the payment schedule on page one of the award letter and the satisfactory compliance with special conditions, if any, described in the grant resolution. The special conditions may make the release of funds conditional upon certain requirements. In such cases, Grantee must submit adequate evidence of compliance with the conditions before the funds are released. If Grantee has any questions about the special conditions, Grantee should contact the Officer responsible for the grant.

### 5. RECORDKEEPING; REPORTS TO THE FOUNDATION

Grantee shall maintain adequate supporting records consistent with generally accepted accounting practices for a period of seven (7) years following the end of the year during which the grant funds are exhausted. Staff may examine a Grantee’s financial record keeping and accounting procedures at any time. In compliance with the schedule set forth in the award letter, the Grantee will furnish periodic narrative reviews of programmatic activity and financial reports showing in detail how grant funds have been expended. Staff may contact the Grantee to arrange site visits to review current grant activities. Final reports should include a review of performance and activities over the course of the entire grant period and must be accompanied by financial reports satisfactory to the Foundation and certified in writing to be correct by the chief financial officer or chief executive officer. Such reports shall supply sufficient information as necessary for the Foundation (i) to determine that the grant is being used for the purposes described in the grant resolution and in a manner consistent with this Terms and Conditions of Grant and Grantee's funding request and budget as approved by the Foundation and (ii) to allow the Foundation to fulfill its own public reporting responsibilities. **Two copies of each of the required reports shall be sent to the Foundation to the attention of Grants Management.**

## **6. MODIFICATION TO GRANT**

- a. The grant purpose identified in the grant resolution may be modified only with prior written approval.
- b. Grant funds may only be used only for the specific charitable purposes identified in the Grant Agreement. Changes in expenditures must receive prior written approval.
- c. The Grantee is responsible for reporting any other changes in the program/project as described in the funding request including without limitation changes in grant period, staff, funding from other sources, relationships with other agencies, etc.

Requests for modifications or changes must be submitted to the attention of Grants Management. The Foundation will notify the Grantee upon its review of the requested modification or change.

## **7. REVERSION OF GRANT FUNDS; TERMINATION OF GRANT**

The Grantee will immediately return to any unexpended funds at the close of the grant period. The Foundation reserves the right to terminate the grant and/or seek return or repayment of the grant funds if any of the following apply: (i) the Grantee loses its exemption from Federal income taxation under Section 501(c) of the Internal Revenue Code or ceases to be an entity organized in or under the laws of the United States, or any state of the United States; (ii) the Grantee is listed by the U.S. Government or an agency thereof as an organization considered to be associated with terrorism or violent acts; (iii) the bankruptcy or insolvency of the Grantee; (iv) the Grantee's failure to comply with this Terms and Conditions of Grant or special conditions, if any, of the grant resolution; or (v) the Grantee has made any misrepresentations, has in any way misappropriated grant funds, or has failed to perform the program, project, or other activity funded by the grant, in each case as determined by the Foundation in its sole discretion.

## **8. PUBLIC ACKNOWLEDGMENT**

As the community trust of the Greater Cleveland area, The Cleveland Foundation is accountable to the community for its grantmaking and depends upon continued donations to make future grantmaking possible. Grantees' cooperation is essential to help publicize grant results and raise funds for future grantmaking.

Accordingly, the Grantee agrees to credit the Foundation in any press releases, presentations, media coverage, or announcements resulting from the use of the grant funds provided however that public statements about the Foundation or its grantmaking must be cleared in advance by the appropriate Foundation Program Officer. The Grantee agrees to notify staff members of any upcoming publicity or media coverage related to the grant.

The Grantee also agrees to cooperate with the Foundation's efforts to highlight the programs it funds in the Foundation's own publications and publicity materials. This may include: setting up interviews or photo sessions with the Grantee organization's staff, board, or clients; providing the Foundation with available photographs, slides, or graphics, with signed releases where required; or providing access to background material related to the funded project.

## **9. COPYRIGHTS AND PATENTS**

Reports, materials, books, and articles resulting from this grant may be copyrighted by the organization receiving the grant or by the author, in accordance with the policies of the Grantee organization, toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. Grantee shall grant or cause the author to grant to the Foundation a perpetual, royalty-free license to use such publications. Grant funds shall not be used for activities which may lead to the award of a patent unless the Grantee has first entered into a written agreement with the Foundation which specifies the name in which any patent awarded will be taken and avoids the possibility that grant funds will be used for private benefit in the Foundation's sole determination. No application shall be filed for a patent arising out of grant-funded activities without prior written consent, which consent will be conditioned as necessary to avoid private benefit from the use of grant funds. The Foundation agrees to attribute properly authorship in the use, reproduction or publication of any information developed under this award, and further agrees to include the copyright notice specified by Grantee in any of its publications, or any copyrighted materials.

## **10. LIMIT OF COMMITMENT**

This award is made with the understanding that the Foundation has no obligation to provide other or additional support for this project; nor does this award represent any commitment to, or expectation of, future support from the Foundation for this or any other project of the Grantee.

## **11. ASSIGNMENT**

The grant may not be assigned by the Grantee without the prior written consent of the Foundation.