



DIRECTIVE 2016-45

December 27, 2016

RE: JOINT USE AGREEMENT BETWEEN COLUMBUS STATE COMMUNITY COLLEGE
AND THE BOYS & GIRLS CLUBS OF COLUMBUS, INC.

Columbus State Community College has been granted appropriations contained in Senate Bill 310 of 131th General Assembly in the amount of one hundred thousand dollars. The Boys & Girls Clubs of Columbus, Inc. will use the funds to improve the facility leased by the Boys & Girls Clubs of Columbus, Inc. As required by Ohio Administrative Code section 3333-1-03, Columbus State Community College submitted a Joint Use Agreement for consideration and approval by the Chancellor.

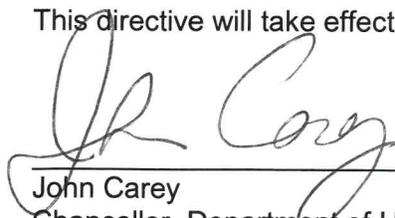
The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than twenty years
- The value of use to Ohio higher education institutions is reasonably related to the amount of the appropriation

Agency staff reviewed the agreement and posted its recommendations to the Department's website for purposes of providing a period of public comment before final approval by the Chancellor. The materials posted for comment and the joint use agreement are attached to this document.

Based on my review of staff recommendations, I hereby approve the Joint Use Agreement between Columbus State Community College and the Boys & Girls Clubs of Columbus, Inc.

This directive will take effect immediately.



John Carey
Chancellor, Department of Higher Education

JOINT USE AGREEMENT

(For capital funds released to institutions for facilities not owned by the institution)

This Joint Use Agreement (hereinafter "Agreement") is entered into by and between COLUMBUS STATE COMMUNITY COLLEGE (hereinafter "the College"), an instrumentality of the State of Ohio, created under Chapter 3358 of the Ohio Revised Code, whose address is 550 East Spring Street, Columbus Ohio 43215, and BOYS & GIRLS CLUBS OF COLUMBUS, INC., a 501(c) (3) non-profit organization established to provide youth development services to disadvantaged youth, whose address is 115 S. Gift Street, Columbus, OH 43215.

WHEREAS, the 131st General Assembly of Ohio enacted Senate Bill 310, which included a specific appropriation directed to the College for the benefit of the Boys & Girls Clubs of Columbus in the amount of One Hundred Thousand Dollars (\$100,000.00)

WHEREAS, Boys & Girls Clubs of Columbus will use these funds to make physical improvements to their Sullivant Avenue Teen Tech Lounge and Career Laboratory ("Sullivant Teen Center") that will provide educational, youth development and career development services to teens.

WHEREAS, the College desires to provide paid internships for our students at the Boys & Girls Clubs of Columbus' Sullivant Teen Center each semester to gain practical and meaningful work experience, and the Boys & Girls Clubs of Columbus would like to hire College students to work with their youth at this facility.

WHEREAS, Ohio Administrative Code §3333-1-03(E) requires a public institution to submit to the Chancellor of the Ohio Department of Higher Education a joint use agreement that contains the requirements in (E)(1)-(11) for review and approval.

WHEREAS, the College has demonstrated that the value of the use of the facility or equipment is reasonably related to the amount of appropriation through the worksheet included in this Agreement as Attachment A.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed to between the parties as follows:

1. **Facility or equipment owned, to be built or purchased by nonprofit or public body.** 1327 Sullivant Avenue, Columbus OH, 43223-1333. The Boys & Girls Clubs of Columbus has a 10 year lease on the property and has had possession since March 1, 2016. The Boys & Girls Clubs of Columbus expects to purchase the property in 2018. If

the Boys and Girls Clubs of Columbus elects not to purchase the property at 1327 Sullivant, it has the option to renew the lease for 10 years to 2036 and will renew again to cover the use until the end of the Agreement.

2. **Use of the facility or equipment by public institution.** Each semester for twenty years, after the planned renovation is complete, the Boys & Girls Clubs of Columbus will hire College students to be interns paid, by the Boys & Girls Clubs of Columbus at the Sullivant Teen Center. At least two students will be paid a minimum of \$12.00/hour each semester, for up to thirty hours per week, for sixteen weeks in Autumn and Spring Semesters and for ten weeks in Summer Semester. The students will serve as Youth Development Professionals in a mentored work experience with an educational focus related to the student's major. Students with majors in the arts, business, justice and safety, and social and human services will work with teens, 13 – 18 years of age, assisting them in career development, budgeting, drug and chemical dependency issues, and wellness. Interns will also work with staff at the site to gain practical and meaningful work experience. The term of the Agreement shall be 20 years, commencing when the facility is ready for use by the College.

The Boys & Girls Clubs of Columbus agrees that it and any subcontractor and any person acting on behalf of the Boys and Girls Clubs of Columbus or a subcontractor shall not discriminate by reason of race, creed, color, religion, sex, sexual orientation, age, genetic information, disability as defined in R.C. 4112.01, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform as an intern under this Agreement.

The College acknowledges that it will inform College student interns of the requirement to comply with all policies and rules of the Boys & Girls Clubs of Columbus while in or on the Boys & Girls Clubs of Columbus premises or during activities. Further, the Boys & Girls Clubs of Columbus understands and agrees that the College will follow its Student Code of Conduct policies and procedures as needed regarding student discipline and dismissal.

3. **Reimbursement of funds.** Should the College's access to the facility or equipment be terminated or if access is terminated by the Boys and Girls Clubs of Columbus prior to the expiration of the 20-year term, the state shall be reimbursed by the Boys & Girls Clubs of Columbus calculated by dividing the funds contributed by the state of Ohio by 20 and multiplying that sum by 20 less the number of full years the facility or equipment is used by the College.

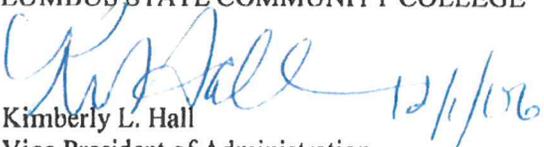
4. **Use of funds.** Funds will be used for capital improvements only and will not be designated to programming costs, operating costs or program supplies. The funds shall be used by the Boys & Girls Clubs of Columbus for capital improvements and not operating costs, and that funds shall be used as defined in the appropriations bill authorizing the funding.
5. **Insurance for facility and hold harmless.** Boys & Girls Clubs of Columbus has insurance for the facility and shall hold the public institution harmless from all liability for construction, operation, and maintenance costs of the facility.
6. **Compliance with federal, state and local law.** Boys & Girls Clubs of Columbus complies with all pertinent federal, state and local laws as well as state administrative regulations. The Boys & Girls Clubs of Columbus agrees to comply with Ohio's ethics laws. Further, it agrees that if it comes into possession of confidential educational records regarding the College's student interns that the records are protected by federal law including inter alia the Family Education and Privacy Rights Act ("FERPA") 20 U.S.C.A. § 1232g, and that it may not share or disclose student educational records with any party other than the College.
7. **Record Keeping.** During performance of this Agreement and for a period of four (4) years after its completion, Boys & Girls Clubs of Columbus shall maintain records of all charges that are suitable for audit or reporting as required. Boys & Girls Clubs of Columbus shall make such records available as College or Ohio Department of Higher Education may require. Further, the College is subject to R.C. 149.43, the Ohio Public Records Act. Any record kept by the College that is deemed a public record is subject to release if a proper request is made.
8. **Competitive bidding.** Boys & Girls Clubs of Columbus follows competitive bidding procedures which include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.
9. **Appropriation administrative fee.** The College can be reimbursed for administrative costs incurred as a result of the project equal to 1.5% of the appropriated amount **IF** the funds are appropriated directly to the public institution. The College will be reimbursed 1.5% or \$1500 to pay for the consultant hired to work with the Boys & Girls Clubs of Columbus on their joint use agreement.

10. Amendments. Any amendments to the Agreement require the approval by the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect.
11. Payment. The parties anticipate that the appropriated funds, less the 1.5% administrative fee, will be released by an approved Controlling Board request directly to the College. Boys & Girls Clubs of Columbus shall submit invoices and related documentation to the reasonable satisfaction of the College, after which the College shall transfer appropriate amounts to Boys & Girls Clubs of Columbus.
12. Terms and conditions of use. College faculty and the Boys & Girls Clubs of Columbus staff will work together prior to each semester to assign interns to the Sullivant Teen Center site, and mutually determine student schedules at the site.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

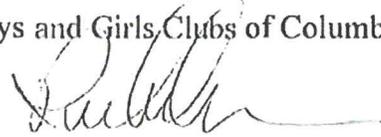
COLUMBUS STATE COMMUNITY COLLEGE

By:

 12/1/16
Kimberly L. Hall
Vice President of Administration

Boys and Girls Clubs of Columbus

By:

 12/1/2016
Rebecca Asmo
Chief Executive Officer

Project: Boys & Girls Clubs of Columbus Sullivant Teen Center

Date: _____

Section I: State appropriation information.

1. Amount of state appropriation provided: \$100,000
2. Estimated annual debt service on the appropriation: \$7687.61
3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. <u>Student internships</u>	\$ <u>\$30,240</u>	<u>20</u>
b. _____	\$ _____	_____
c. _____	\$ _____	_____
d. _____	\$ _____	_____
e. _____	\$ _____	_____
f. _____	\$ _____	_____

(* List additional uses on separate page as needed.)

Section III:

On a separate page, explain how each use listed in Section II was valued for this analysis Direction: The purpose of this worksheet is to enable a campus to demonstrate how the value of the uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the partner entity. Section I is to be filled out by the staff of the Department of Higher Education. Sections II and III are to be filled out by the partner campus.

The Boys & Girls Clubs of Columbus are renovating their Sullivant Teen Center. At this site, a minimum of two (2) College students, per semester, per year will be hired as paid interns to serve as Youth Development Professionals by the Boys and Girls Clubs of Columbus.

The following calculations outline the annual value to the College:

2 students x 2 semesters x \$12/hour x 30/hours week x 16 weeks = \$23,040.

2 students x 1 semester (summer) x \$12/hour x 30/hours week x 10 weeks = \$7200.

Total \$30,240.

Student interns will work with teens, 13 -18 years of age, staffing the drop-in center, and providing programming to the youth. Programming will include Academic/Career Assistance, Character and Leadership, and Healthy Lifestyles. The Center will have flexible, smart classroom space in the facility to assist students in the areas of wellness/fitness, social work, career counseling, youth development, and the arts.