DIRECTIVE 2019-028

August 15, 2019

RE: JOINT USE AGREEMENT BETWEEN CUYAHOGA COMMUNITY COLLEGE DISTRICT AND HARVARD COMMUNITY SERVICES CENTER

Cuyahoga Community College District has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of seventy five thousand dollars. Cuyahoga Community College District will use the funds to improve the facility owned by Harvard Community Services Center. As required by Ohio Administrative Code section 3333-1-03, Cuyahoga Community College District 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 the purpose 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 Cuyahoga Community College District and Harvard Community Services Center.

This directive will take effect immediately.

Randy Gardner
Chancellor, Department of Higher Education
JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is made and entered into as of this 12th day of
June 2019 by and between Cuyahoga Community College District
(hereinafter referred to as the "College"), a public institution of higher education and an
instrumentality of the State of Ohio, created under Chapter 3354.02 of the Ohio Revised
Code, whose address is 700 Carnegie Avenue, Cleveland, Ohio 44115 and the Harvard
Community Services Center, an Ohio nonprofit, whose address is 18240 Harvard Avenue,
Cleveland, Ohio, 44128.

WHEREAS, the 132nd General Assembly enacted House Bill 529 which includes a specific
appropriation of capital resources in the amount of $75,000, directed to the College for
improvements and modifications to the facilities of the Harvard Community Services
Center; and

WHEREAS, Harvard Community Services Center will provide the College with use of its
facilities for student internships in health and wellness, subject to the College making
available students to participate in such programs as stated in the Joint Use Agreement, in
exchange for the capital funds all as set forth more definitively in this Agreement; and

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; and

WHEREAS, the College has demonstrated that the value of its use of Harvard Community
Services Center facilities are reasonably related to the amount of appropriation through
the worksheet included in this Agreement as Exhibit A and made a part hereof.

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

1. Term. The term of this Agreement will commence when the College has use of the
facility and shall remain effective for twenty years (the "Term").

2. Termination. Harvard Community Services Center may terminate this Agreement
prior to the expiration of the Term by providing notice of its intent to terminate the
Agreement to the College at least six (6) months prior to the effective date of
that termination.

3. Reimbursement of funds. In the event of termination of this Agreement or the
College’s right to use the facility is terminated, Harvard Community Services
Center shall immediately return to the State of Ohio a pro rata portion of the
Harvard Community Services Center Capital Improvements Appropriation (as
defined below) to be calculated by dividing the amount of the Capital Improvements Appropriation by twenty (20) and multiplying the result by 20 minus the number of full years that the Harvard Community Services Center provided the benefits during the Term.

4. Appropriation administrative fee. The College shall submit to the Controlling Board, a request for the release of Seventy-Five Thousand Dollars ($75,000) of the appropriation. Seventy-Three Thousand Eight Hundred Seventy-Five Dollars ($73,875) of the appropriation will be for the Harvard Community Services Center and One Thousand One Hundred Twenty-Five ($1,125) (1.5% of the appropriation) will be for actual administrative costs to the College. The parties anticipate that the appropriated funds will be released by the Controlling Board directly to the College. Harvard Community Services Center shall submit invoices and related documentation to the reasonable satisfaction of the College, after which the College shall transfer appropriate amounts to Harvard Community Services Center.

5. Harvard Community Services Center covenants that it shall use the Capital Improvements Appropriation for the improvements, repair and modification of the Harvard Community Services Center, and other necessary appurtenances and work incidental thereto. Harvard Community Services Center represents and warrants that it owns the property at 18240 Harvard Avenue, Cleveland, OH 44128, and has sufficiently insured its facilities and the Project.

6. Use of funds. The Improvements Appropriation shall be used only for capital improvements. Harvard Community Services Center has adopted a capital construction budget to be implemented in part with the funds contemplated by this Agreement. The planned Project and the costs associated with it are set forth in Exhibit A which is attached hereto and hereby incorporated into this Agreement. Harvard Community Services Center shall not utilize the Appropriation for operational expenses.

7. Use of the facility or equipment by public institution. Each year of the twenty (20) year term, Harvard Community Services Center shall make the benefits set forth in Exhibit A incorporated and made a part hereof available to College.

8. Competitive bidding. Harvard Community Services Center, in connection with the construction work contemplated by the Project and funded by the Harvard Community Services Center Capital Improvements Appropriation, shall use competitive bidding procedures equivalent to those as described generally in Chapter 153 of the Ohio Revised Code involving publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders.
9. Insurance for facility and hold harmless. Harvard Community Services Center shall indemnify and hold harmless the College for all costs (including without limitation, attorney fees, and other costs of defense), losses, liabilities, and claims that arise from or are attendant to the construction, operation and maintenance cost of the Project.

10. Compliance with federal, state, and local law. Harvard Community Services Center shall comply with all pertinent federal, state, and local laws, including without limitation state administrative provisions.

11. Notice. All mailings and notices relating to legal matters involving this Agreement in any way shall be in writing and addressed to the parties at the addresses set forth below or to such other address as either party shall have designated by notice given in accordance with the provisions of this paragraph. All mailings shall be addressed as follows:

Cuyahoga Community College
Office of the President
700 Carnegie Avenue
Cleveland, Ohio 44115

Copy to: General Counsel (same address)

Harvard Community Services Center
Office of the President/CEO
18240 Harvard Avenue
Cleveland, OH 44128

12. Amendments. Any amendments to this Agreement require a prior written approval of the College and Harvard Community Services Center. Any amendments to this Agreement require the approval of the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect.

13. Assignment. This Agreement may not be assigned. Any attempted assignment would be null and void.

14. Entire Agreement. This Agreement sets forth the entire agreement of the parties concerning its subject matter and any and all other oral or written agreements, discussions, representations, promises, and understandings made or arrived at prior to or contemporaneously with this Agreement are hereby mutually revoked, withdrawn, rescinded, and rendered null and void by the parties.
15. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be constructed in all aspects as if such invalid or unenforceable provisions were omitted.

16. Governing Law. This Agreement shall be construed under Ohio law.

17. Policy and Procedures. The College acknowledges that the College’s students will have to follow all rules of Harvard Community Services Center while in or on the Center’s facilities. Harvard Community Services Center acknowledges that its staff will follow all rules of the College while in or on College facilities.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

CUYAHOGA COMMUNITY COLLEGE DISTRICT

By: ________________________________
Title: EXP/PMGNSMCR
Date: 6/13/19

Reviewed and Approved by Legal
David Rosenfeldt
Signature: ________________________________
Date: 6/13/19

Harvard Community Services Center

By: ________________________________
Title: ________________________________
Date: June 10, 2019
EXHIBIT A
Joint Use Agreement Worksheet
The Ohio Department of Higher Education

Project: Harvard Community Services Center
Date: June 2019

Prepared for Joint Use Agreement between Harvard Community Services Center and Cuyahoga Community College District ("College") for the capital funds to support the Project. The budget for the Project is estimated at $75,000.

Section I: State appropriation information.

1. Amount of state appropriation provided: $75,000
2. Estimated annual debt service on the appropriation: $5,765.71
3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

<table>
<thead>
<tr>
<th>Use of the facility*</th>
<th>Annual value of use</th>
<th># of years</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Student Internship in Health and Wellness</td>
<td>$ 2,966.00</td>
<td>20</td>
</tr>
<tr>
<td>b. Student Internship in Health and Wellness</td>
<td>$ 2,966.00</td>
<td>20</td>
</tr>
</tbody>
</table>

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

TOTAL ANNUAL VALUE OF USE $5,932.00

Section III: Basis for values shown in Section II.
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.

Example: A campus wishes to enter into a Joint Use Agreement with a 501(C)(3) entity for a state appropriation of $5,000,000. The annual debt service paid by the state on this appropriation is about $390,000 per year, for 20 years. To demonstrate that the value of the uses of the facility is reasonably related to the state appropriation, the sum of the campus' educational uses of the facility should roughly equal $390,000 per year for 20 years.

Harvard Community Services Center will provide 100 hours of supervised educational work experience (internships) for no more than two Tri-C students per academic year totaling 200 hours per year.
Students will be nominated by the College and approved/selected by the Harvard Community Services Center. Harvard Community Services Center staff will provide these students with a hands-on work experience in the areas of health and wellness, including but not limited to areas such as occupational therapy, physical therapy, human services, and dental hygiene. In collaboration with a College designee, one Harvard Community Services Center supervisor per student will be responsible for guiding and supervising the students, establishing work hours and learning objectives/goals for the students, and ensuring that the students participate in activities that result in a successful student work experience. At the conclusion of the work experience, the Harvard Community Services Center supervisory staff will provide the College designee with an evaluation of the student's performance.

Students will benefit by experiencing hands-on training and learning in a real-world environment in various areas and aspects of health and wellness. Each intern will be provided with 10 hours of work experience over 10 weeks within one academic semester. The value of each internship was calculated as follows, using the average hourly rate for the supervisors that will be overseeing the College interns:

<table>
<thead>
<tr>
<th>Internship</th>
<th>Total Hours Over One Semester</th>
<th>Average Supervisor Hourly Rate</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Wellness</td>
<td>100</td>
<td>$29.66</td>
<td>$2,966.00</td>
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<tr>
<td>Health &amp; Wellness</td>
<td>100</td>
<td>$29.66</td>
<td>$2,966.00</td>
</tr>
<tr>
<td>Totals</td>
<td>200</td>
<td>$29.66</td>
<td>$5,932.00</td>
</tr>
</tbody>
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