DIRECTIVE 2019-029

August 15, 2019

RE: JOINT USE AGREEMENT BETWEEN KENT STATE UNIVERSITY AND HIRAM COLLEGE

Kent State University has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of two hundred fifty thousand dollars. Kent State University will use the funds to improve the facility owned by Hiram College. As required by Ohio Administrative Code section 3333-1-03, Kent State University 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 Kent State University and Hiram College.

This directive will take effect immediately.

Randy Gardner
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 ("Agreement") is entered into by and between KENT STATE UNIVERSITY, an instrumentality of the State of Ohio, created under Section 3341.01 of the Ohio Revised Code, whose address is 800 E SUMMIT ST KENT, OH 44240, and HIRAM COLLEGE, a private not-for-profit college first incorporated in 1850 and amended in 1867, whose address is 11715 GARFIELD RD PO BOX 67 HIRAM, OH 44234-0067.

WHEREAS, HB529 SECTION 207.150 (C270J5) designated an appropriation of TWO-HUNDRED FIFTY THOUSAND DOLLARS ($250,000) to HIRAM COLLEGE.

WHEREAS, Funds are provided for the purpose of renovating the first floor of the HIRAM COLLEGE LIBRARY as part of the HIRAM COLLEGE'S Learning and Technology Collaborative.

WHEREAS, KENT STATE UNIVERSITY agrees to serve as the public agent to accept the appropriation on behalf of HIRAM COLLEGE.

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, KENT STATE UNIVERSITY 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.** The HIRAM COLLEGE LIBRARY located at 11694 HAYDEN ST HIRAM, OH 44234-0067 is wholly owned by HIRAM COLLEGE.

2. **Use of the facility or equipment by public institution.** Funds will be used by HIRAM COLLEGE to renovate the HIRAM COLLEGE LIBRARY'S first floor to create a dedicated physical space with new seating areas, collaborative study spaces, and an up-to-date Mac lab. Funds will be used for the purposes of construction, lighting, and seating areas. KENT STATE UNIVERSITY faculty, students, and staff, and members of the general public may access the space for the purpose of learning technology skills and...
accessing career services offered by HIRAM COLLEGE, as referenced in Attachment A, hereby incorporated. The term of the agreement is for 20 years from completion date of the renovations funded through HB529. That date will be determined by the date that KENT STATE UNIVERSITY has access to the facility.

3. **Reimbursement of funds.** THE STATE OF OHIO shall be reimbursed by HIRAM COLLEGE should KENT STATE UNIVERSITY’S right to use the facility or equipment be terminated by HIRAM COLLEGE prior to the expiration of the 20-year term, calculated by dividing the funds by 20 and multiplying that sum by 20 less the number of full years the HIRAM COLLEGE LIBRARY Learning and Technology Collaborative is used by KENT STATE UNIVERSITY.

4. **Use of funds.** Funds shall be used only for capital improvements and not operating costs, and these funds shall be used as defined in HB529.

5. **Insurance for facility and hold harmless.** HIRAM COLLEGE, the owner of the HIRAM COLLEGE LIBRARY, maintains a liability and property insurance policy for the LIBRARY. HIRAM shall hold the University, its officers, trustees and employees and the State of Ohio harmless from any obligations, expenses, liabilities or claims of any kind arising out of: (i) the construction, general operation or maintenance costs of the HIRAM’s facility and/or (ii) the University, its officers, trustees, or employees or the State of Ohio being named as a defendant in or party to any lawsuit or adjudicatory proceeding, if such lawsuit or adjudicatory proceeding arises out of an action or omission, or an alleged action or omission, of HIRAM, its officers, trustees or employees, including, but not limited to, the HIRAM’s failure or alleged failure to comply with applicable public bidding requirements or any other federal, state or local law, ordinance, rule, order, directive or regulation.

6. **Compliance with federal, state and local law.** HIRAM COLLEGE will comply with all pertinent federal, state and local laws as well as state administrative regulations including but not limited to the applicable rules in Chapter 9, 123, 153 of the Ohio Revised Code and association regulation of the Ohio Administrative Code. Kent State shall require that the contractor performing work on the project to pay wages to laborers and mechanics employed in connection with the installation of the Project to be paid at not less than the prevailing rates of wages for laborers and mechanics for each class of work required by the Project, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code.
7. **Competitive bidding.** HIRAM COLLEGE 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.

8. **Appropriation administrative fee.** KENT STATE UNIVERSITY shall be paid for administrative costs incurred as a result of the Project. Such administrative costs shall be $3,750, which is equal to one and one-half percent of the appropriation and shall be paid to KENT STATE UNIVERSITY upon receipt of the appropriation.

9. **Amendments.** Amendments to this JUA require written approval by the OHIO DEPARTMENT OF HIGHER EDUCATION and will be submitted to the Chancellor before any amendment takes effect.

10. **Terms and conditions of use.** KENT STATE UNIVERSITY may access services and technology offered by HIRAM COLLEGE through the Learning and Technology Collaborative during regular business hours and learning sessions posted on HIRAM COLLEGE’S website (www.hiram.edu) upon execution of this Agreement.

11. **Review and inspection.** HIRAM COLLEGE shall, upon request, supply the Ohio Department of Higher Education with all pertinent records which measure the nature and extent of use of HIRAM facility by KENT STATE UNIVERSITY, the terms and conditions governing such use and the specific benefits derived by the University under this Agreement.

12. **Payment.** An approved Controlling Board Request will release funds to KENT STATE UNIVERSITY. After release of funds HIRAM COLLEGE shall submit to KENT STATE UNIVERSITY an appropriate invoice/invoices for payment along with documentation of competitive bidding, including, but not limited to, published advertisement and bid tab confirming the contract was awarded to the lowest responsive and responsible bidder. Upon review and approval of submitted request for payment, the University shall transfer the appropriate funds to HIRAM COLLEGE.

13. **Approval required.** Commencement of this Agreement is subject to approval by the Ohio Department of Higher Education and shall continue for a period of twenty (20) years, after KENT STATE UNIVERSITY has access to the facility.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the latest date set forth below.
Joint Use Agreement between Kent State University and Hiram College, March 14, 2019
**ATTACHMENT A**  
**Joint Use Agreement**  
The Ohio Department of Higher Education

**Project:** HIRAM COLLEGE LEARNING AND TECHNOLOGY COLLABORATIVE  
**Date:** April 28, 2019

**Section I: State appropriation information.**
1. Amount of state appropriation provided: $250,000
2. Estimated annual debt service on the appropriation: $19,220
3. Term of the state bond, in years: 20

**Section II: Estimated value of use of the facility.**

<table>
<thead>
<tr>
<th>Use(s) of the facility*</th>
<th>Annual value of use</th>
<th># of years</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. TECH &amp; TREK WORKSHOPS</td>
<td>$750</td>
<td>20</td>
</tr>
<tr>
<td>b. TECH &amp; TREK HELP DESK</td>
<td>$38,000</td>
<td>20</td>
</tr>
<tr>
<td>c. CAREER SERVICES WORKSHOPS</td>
<td>$270</td>
<td>20</td>
</tr>
<tr>
<td>d.</td>
<td>$</td>
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<tr>
<td>e.</td>
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<tr>
<td>f.</td>
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</tbody>
</table>

(*) 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.
DESCRIPTION OF ESTIMATED VALUE OF FACILITY CALCULATION, SECTION II.

a. TECH & TREK WORKSHOPS

Workshops are offered once per week for 50 weeks per calendar year; this is a total of 50 workshops. Each workshop is valued at a market rate of $25.00. Kent State University (KSU) faculty, students, and staff may access these workshops for a reduced fee of $10.00 per person per workshop. This is a $15 savings per person, per workshop for KSU faculty, students, and staff. This is a new benefit for KSU.

This calculation assumes that one (1) KSU-affiliated individual will access one workshop each week for 50 weeks. KSU has an enrollment of ~38,000 undergraduate and graduate students and employs more than 2,600 full and part-time faculty. Source: https://www.kent.edu/facts-figures

So, the total annual benefit for KSU is calculated as: 50 workshops per year X 1 person per workshop X $15 savings per workshop = $750 savings/year.

Registration is open to any KSU-affiliated individual on a first-come, first-served basis, up to the enrollment threshold for each workshop. Hiram College, at its discretion, may increase the number of workshops or seats per workshop over the 20-year duration of this agreement, based on registration demand. A greater annual benefit would be realized with increasing numbers of enrolled KSU-affiliated individuals.

b. TECH & TREK HELP DESK

Tech & Trek Help Desk staff ($20/hour) are available for 70 hours per week for 50 weeks during a calendar year. KSU students, faculty, and staff may access services, by phone or in-person, for a reduced rate of $10/hour per person. The benefit calculation assumes that 10% of KSU students, faculty, and staff may access services annually. KSU has an enrollment of ~38,000 undergraduate and graduate students and employs more than 2,600 full and part-time faculty. Source: https://www.kent.edu/facts-figures The total annual benefit for KSU is calculated as: 3,800 KSU students (10%) per year X $10 savings per service = $38,000 savings/year.

Source: Hiram College. This is a new benefit for KSU.
c. CAREER WORKSHOPS

Hiram College Career Services staff offer nine (9) sessions per calendar year at a market rate of $30/session. KSU students, faculty, and staff may access workshops at no cost. Source: Hiram College. This is a new benefit for KSU.

Registration is open to any KSU-affiliated individual on a first-come, first-served basis, up to the enrollment threshold for each workshop. Hiram College, at its discretion, may increase the number of workshops or seats per workshop over the 20-year duration of this agreement, based on registration demand. A greater annual benefit would be realized with increasing numbers of enrolled KSU-affiliated individuals.

All of the activities described in A, B, and C will take place in the Library once renovations are completed.