



**Department of
Higher Education**

John R. Kasich, Governor
John Carey, Chancellor

DIRECTIVE 2018-047

October 15, 2018

**RE: JOINT USE AGREEMENT BETWEEN LAKELAND COMMUNITY COLLEGE AND
WICKLIFFE CITY SCHOOL DISTRICT**

Lakeland Community College has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of two hundred fifty thousand dollars. Lakeland Community College will use the funds to improve the facility owned by Wickliffe City School District. As required by Ohio Administrative Code section 3333-1-03, Lakeland Community College submitted a Joint Use Agreement for consideration and approval by the Chancellor.

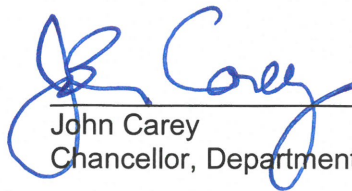
The agreement conforms to Ohio Administrative Code as follows –

- 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 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 Lakeland Community College and Wickliffe City School District.

This directive will take effect immediately.



John Carey
Chancellor, Department of Higher Education

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JOINT USE AGREEMENT

The Lakeland Community College and the Wickliffe City School District

This Joint Use Agreement ("Agreement") is entered into by and between the Lakeland Community College (LCC), an instrumentality of the State of Ohio, created under Chapter 3354 of the Ohio Revised Code, whose address is 7700 Clocktower Drive, Kirtland, Ohio 44094, and the Wickliffe City School District (WCSD), a K-12 public school district, whose address is 2221 Rockefeller Road, Wickliffe, Ohio 44092.

RECITALS

WHEREAS, the source of the funding is the Capital Budget in accordance with HB 529 of the 132nd General Assembly and was appropriated \$250,000.00.

WHEREAS, the appropriation will be used to create the Wickliffe Family Resource Center to be located in the Wickliffe High School, which will provide educational, healthcare, and social services to members of the community.

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, LCC 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 Exhibit 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 Family Resource Center will be housed in the Wickliffe High School. The school is owned by the Wickliffe City School District. The center will be located in a former machine shop classroom.
2. **Use of the facility or equipment by public institution.**
The Family Resource Center will provide the following services to the community:
 - i. Educational services
 1. Tutoring for students

2. Early literacy programming
 3. Adult literacy programming
 4. Financial literacy classes
 5. Special programs- Tax Clinic, FAFSA completion clinics, workforce development programs
- ii. Healthcare Programs
1. Screenings
 2. School and Athletic Physicals
 3. Well child clinic
 4. Vaccination clinic
 5. Flu Shot clinic
 6. Basic acute care
 7. Referral services
- iii. Social Services
1. Counseling
 2. Support programming
 3. Special programs as needed- Food scarcity, Dry goods, Clothing

The extent and nature of the space to which LCC is by this Agreement granted rights for use, and the terms and conditions governing such use, are specified in attachment Exhibit A hereby incorporated.

3. **Reimbursement of funds.**

The WCSD shall provide for reimbursement to the state should LCC's right to use the Facility be terminated by WCSD prior to the expiration of the twenty-year term, which reimbursement shall be calculated by dividing the funds contributed by the state of Ohio by twenty and multiplying that sum by twenty less the number of full years the facility is utilized by the institution.

4. **Use of funds.**

The funds from the State shall be used for the renovation of the shop area described above. Operating funds will come from agency partners and program fees and grants.

5. **Insurance for facility and hold harmless.**

The WCSD has general liability insurance coverage of no less than one million dollars (\$1,000,000) per incident and three million dollars (\$3,000,000) in the aggregate during the term of this Agreement and shall name LCC as an additional insured party. WCSD agrees to furnish satisfactory evidence of such insurance

upon request and to provide notice at least ten (10) days prior to cancellation or any change in coverage under any insurance policy.

6. **Compliance with federal, state and local law.**

The WCSD will comply with all pertinent federal, state and local laws as well as state administrative regulations including but not limited to the requirement that it follow competitive bidding procedures, as outlined generally in ORC chapter 153, which shall include, as a minimum, publishing advertisements to seek bids, receiving sealed bids and awarding contracts to the lowest responsive and responsible bidder. The WCSD will advertise for a Request for Qualifications. The RFQ will be for a Construction Manager at Risk.

7. **Distribution of funds and payment of administrative costs.**

Following the approval of this Agreement by the Ohio Department of Higher Education, LCC will request the release of the Funds for the purpose of programming, planning, designing and/or implementing the capital improvements defined in the bill appropriating the Funds. After release of Funds, WCSD may obtain payment by submitting to LCC an application for payment (not more than once per month) identifying the amounts owing for work and or/ materials in connection with the capital improvements, which shall be certified as true and correct by WCSD and shall be supported by such other documents reasonably required by LCC, and after confirming that the requested amount is due and owing, LCC shall cause payment to be made to WCSD. LCC shall deduct and retain from the Funds the total amount \$3,750 constituting 1¹/₂% of the Funds to compensate it for actual costs of administration.

8. **Amendments.**

Any amendments to this Agreement shall be in writing, signed by WCSD, LCC and shall require approval of the Ohio Department of Higher Education.

9. **Hold Harmless.**

WCSD shall hold LCC harmless from all liability for the construction, operation and maintenance costs of the facility.

10. **Terms and conditions of use.**

Lakeland Community College will use the facilities at no cost to LCC for programs such as tutoring, recruiting, and hosting meetings at the center for a term of twenty (20) years commencing on the date access to the facility is available to the College.

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

LAKELAND COMMUNITY COLLEGE

By: Andrea Aspink

Title: Vice President/CFO

Date: 9/19/18

WICKLIFFE CITY SCHOOL DISTRICT

By: Joseph Spicci

Title: SUPERINTENDENT

Date: 9/19/18

Exhibit A

Project: The Wickliffe Family Resource Center

Date: September 19, 2018

Section I: State appropriation information.

1. Amount of state appropriation provided:	<u>\$250,000.00</u>
2. Estimated annual debt service on the appropriation:	<u>\$19,220.00</u>
3. Term of the state bond, in years:	<u>20</u>

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. <i>Recruitment and community events</i>	\$ 20,000.00	20
b.	\$	
c.	\$	
d.	\$	
e.	\$	
f.	\$	

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

Lakeland Community College will use the Wickliffe Family Resource Center (FRC) to communicate with and recruit members of the community to engage in educational activities at the college. The recruitment events will be scheduled and conducted by various departments at the college with a special emphasis on career and workforce training. The Lakeland Community College will offer community learning classes at the FRC in the areas of career and workforce development, and community interest courses such as the arts, photography, and technology at no cost for rent and common area charges. The facility will be available for Lakeland to use 25 times per year for 4 hours at a time at a rate of \$200 per hour.

$$25 * 4 * 200 = \$20,000$$