



DIRECTIVE 2022-023

September 30, 2022

RE: JOINT USE AGREEMENT BETWEEN LORAIN COUNTY COMMUNITY COLLEGE
AND CASE WESTERN RESERVE UNIVERSITY

Lorain County Community College has been granted appropriations contained in House Bill 597 of 134th General Assembly in the amount of seven hundred fifty thousand dollars. Lorain County Community College will use the funds to improve the facility owned by Case Western Reserve University. As required by Ohio Administrative Code section 3333-1-03, Lorain County 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 Lorain County Community College and Case Western Reserve University.

This directive will take effect immediately.

Randy Gardner
Chancellor

JOINT USE AGREEMENT

This Joint Use Agreement (“Agreement”) is entered into by and between Lorain County Community College (LCCC), an instrumentality of the State of Ohio, created under Chapter 3354 of the Ohio Revised Code, whose address is 1005 N. Abbe Road, Elyria, Ohio 44035, and Case Western Reserve University (CWRU), a private not for profit institution, whose address is 10900 Euclid Ave, Cleveland, Ohio 44106.

WHEREAS, the 133rd General Assembly enacted Senate Bill 310 which appropriates ALI C38329, Sears think[box] Phase V, the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) via LCCC.

WHEREAS, these funds will be used to renovate the first floor of the existing Sears think[box] facility located on the campus of CWRU in the Richey Mixon Building, 11201 Cedar Avenue, Cleveland, OH 44106. Funds will be used for general contract work for classroom buildout and the creation of activity space, storage, and workspace.

WHEREAS, LCCC desires to continue our long history with CWRU think[box] to provide regional access to innovation and maker space resources to students, faculty, entrepreneurs and companies by using the assets at CWRU think[box]. In support of the agreement CWRU will allow LCCC to access the facility at no cost to support the following activities:

- 1) **LCCC Student Based Research Networks** where cross teams of students from LCCC will utilize the resources at CWRU [think]box to advance product design, prototyping and testing related to the team’s research topic. *Anticipate one team (4-5 students per semester).*
- 2) **Boot camps for Students involved in Flex Factor.** CWRU will allow LCCC to access the facility and resources for boot camps and workshops for its Flex Factor Program, thereby exposing students to tools and resources to advance their flexible electronic product concept. *Anticipate 25 students or 5 teams of FlexFactor students using the facility annually.*
- 3) **Faculty Development.** CWRU will allow LCCC to access the facility to advance faculty/teacher professional development and training related to digital prototyping, additive manufacturing, *Anticipate 10 teachers/faculty participating annually.*
- 4) **Entrepreneurship Support.** CWRU and LCCC are two of four regional higher education institutions with NEO LaunchNet Programs. (NEO LaunchNet is funded by the Burton D. Morgan Foundation sponsoring student entrepreneurship support centers and incubators). Under this agreement, CWRU will provide access to Sears [think]box for student entrepreneurs engaged with LCCC NEO LaunchNet as well a location to deliver

programming (non-credit workshops) as part of the NEO LaunchNet program. *Anticipate 4-6 workshops per year impacting 60 to 90 students annually.*

WHEREAS, Sears think[box] will be open to the community, which will facilitate the above-described use by LCCC. More specifically, the think[box] facility complements the facilities currently housed at LCCC, including the Campana Center for Ideation and Invention and the Desich SMART Center.

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, LCCC 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 owned, to be renovated by nonprofit or public body.

The existing Sears think[box] facility, is located on the campus of Case Western Reserve University in the Richey Mixon Building, 11201 Cedar Avenue, Cleveland, OH 44106. CWRU owns the facility.

2. Use of the facility or equipment by public institution.

LCCC will use the think[box] space to support 1) LCCC Student Based Research Networks, 2) Host boot camps for students involved in LCCC's FlexFactor program, 3) Host faculty/teacher professional development and training, and 4) support student entrepreneurship projects and training through LCCC and CWRU's Neo LaunchNet Programs, all as described in the above Recitals, and at specific times (during normal operating hours) to be agreed to between CWRU and LCCC.

LCCC and Sears think[box] will work together to schedule required classroom space and access to equipment as referenced in Attachment A, hereby incorporated. The term of the agreement is for at least 20 years from the time that LCCC has access to the first floor of the think[box] space.

3. Reimbursement of funds.

CWRU shall reimburse the state if LCCC's use of the think[box] is terminated by CWRU prior to the expiration of the 20-year term, 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 center is used by LCCC.

4. Use of funds.

Funds will be used for construction to renovate the first floor of the think[box] building and not for operating costs.

5. Insurance for facility and hold harmless.

CWRU has insurance for the think[box] and shall hold LCCC harmless from all liability for construction, operation, and maintenance costs of the center.

6. Compliance with federal, state and local law.

CWRU will comply with all pertinent federal, state, and local laws as well as state administrative regulations.

7. Competitive bidding.

CWRU will follow competitive bidding procedures as outlined generally in Ohio Revised Code Chapter 153, for the portion of the construction that will be paid with State funds. The bidding procedure shall include, as a minimum, published advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder for the think[box] renovation.

8. Appropriation administrative fee.

LCCC will be reimbursed for administrative costs incurred as a result of the project in the amount of \$11,250, which is equal to 1.5% of the appropriated amount of the Funds.

9. Amendments.

Any amendments to the JUA require approval by the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect.

10. Payment.

An approved Controlling Board request will release funds to LCCC. Funds will be reimbursed to CWRU after CWRU provides invoices or other evidence of expenditures for permitted uses of the capital funds. Such obligation must be properly documented to the reasonable satisfaction of LCCC.

11. Terms and conditions of use.

All faculty, staff, students, and companies from LCCC are open to use the Sears think[box] facility, equipment and materials during open hours. Other times, use may be available in consultation with the think[box] staff. All users are subject to the rules and regulations regarding safety and operation of think[box] equipment which can be viewed on www.thinkbox.case.edu.

12. Recitals. The recitals above are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the last date indicated below.

Case Western Reserve University

Lorain County Community College





Name **Eric W. Kaler**
President

Marcia J. Ballinger

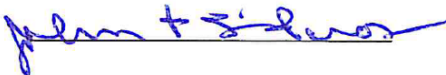
President

Title
7/6/22

6/27/2022

Date

Date



Name

John F. Sideras
Executive Vice President for Finance
and Chief Financial Officer

Title
7/7/22

Date

**Joint Use Agreement
Attachment A
Worksheet**

Project: Sears ThinkBox Phase V

Date: 6/27/2022

Section I: State appropriation information.

1. Amount of state appropriation provided: \$750,000.00
2. Estimated annual debt service on the appropriation: \$ 57,658.00
3. Term of the state bond, in years: 20 years

Section II: Estimated value of use of the facility.

Use(s) of the facility*		Annual value of use	# of years
<i>a. Training Valuation</i>	\$	<i>46,095.00</i>	<i>20</i>
<i>b. Equipment Use Valuation</i>	\$	<i>27,935.00</i>	<i>20</i>
Total	\$	74,030.00	20

Section III:

LCCC will use the think[box] space as an extended resource for LCCC’s Student Based Research Networks, Flex Factor Boot camps, Faculty Professional Development and Entrepreneurship Support through NEO LaunchNet. The activities require use of the think[box] classrooms, computers and digital fabrication equipment. Each component will have a classroom and a lab component for applied experiences. This agreement will benefit between 95-125 LCCC students and faculty annually. LCCC and Sears think[box] will work together to schedule required classroom space and access to equipment. The term of the agreement is for at least 20 years from the time that LCCC has access to the first floor of the think[box] space.

A. Training Valuation

Space Calculation Cost/Value

Rate Reference: Tri-C Corporate College East, Computer Training Room

This is a comparable room, on a public campus, to the multiple purpose room that will be used by LCCC on the first floor of think[box] (which will be 830 SQFT with reconfigurable furnishing and instructional technology). Tri-C charges range \$475 for a half-day (\$118.75/hr.) and \$795 for a full day (\$99/hr.). The rates are based on Room 111 - Computer Training (816 SQFT) which is fully equipped with telecommunication technology and audio-visual capabilities, and is marketed as flexible space for training, meetings and retreats.

In recognition of the partnership between LCCC and CWRU Sears think[box], we have determined a reduced rate of \$60/hour. LCCC has the right to use the classroom a minimum of 20 hours per week for 32 weeks. LCCC also has the right to receive Administrator and Program Coordinator support for 60 hours annually, and CWRU faculty support for 15 hours annually.

Program Components 1-4 as previously described

Hours of Classroom

20hrs/week for 32 weeks = 640 hours

640 hours x \$60/hour = **\$38,400**

Administrative Support Cost/Value

Administrator - \$48/hr. x 60hrs annually = \$2,880

Program Coordinator - \$36.50/hr. x 60hrs annually = \$2,190

CWRU Faculty - \$175/hr. x 15hrs annually = \$2,625

\$7,695

\$46,095 Facility Charges

B. Equipment Use Valuation: LCCC will use the think[box] space as an extended resource for LCCC’s Student Based Research Networks, Flex Factor Boot camps, Faculty Professional Development and Entrepreneurship Support through NEO LaunchNet. These programs require use of the think[box] digital fabrication equipment. LCCC has the right to use 311 hours of an academic year of digital fabrication equipment that includes ShopBot (35 hours), 3D printing (45 hours), waterjet cutter (36 hours), advanced interfaces (30 hours), wood and metal shops (45 hours) and laser cutter (120 hours). This is CWRU’s standard cost to the public. In addition to the equipment, LCCC will also have the right to receive 260 hours of administrative support and \$4,850 of related materials within each academic year.

Digital Fabrication Equipment Use		
ShopBot	35 hours - \$40/hr.	\$1,400.00
3D Printing	45 hours - \$40/hr.	\$1,800.00
Waterjet Cutter	36 hours - \$40/hr.	\$1,440.00
Advanced Interfaces	30 hours - \$40/hr.	\$1,200.00
Wood/Metal Shop	45 hours - \$40/hr.	\$1,800.00
Laser Cutter	120 hours - \$40/hr.	\$4,800.00
	Student Tech support - 160 hours @ \$16/hr.	\$2,560.00
	TBX Manager Support - 40 hours @ \$48/hr.	\$1,920.00
Administrative Support Cost	Administrator – \$48/hr. x 60hrs annually = \$2,880 Program Coordinator - \$36.50/hr. x 90hrs annually = \$3,285.00	\$6,165.00
Materials	3D Printing Consumables	\$2,000.00
	Wood/Metal	\$1,000.00
	Circuits/Electronic Components	\$1,000.00
	Misc. Supplies	\$850.00
	TOTAL COST	\$27,935.00