

JOINT USE AGREEMENT

Wright State University

and the

Dayton Regional STEM School

This Joint Use Agreement (the "Agreement") is made and entered into this 7th day of January, 2011 by and between Wright State University (hereinafter referred to as the "University") and the Dayton Regional STEM School (hereinafter referred to as the "STEM School").

WHEREAS, the 127th General Assembly of Ohio has enacted House Bill 496, which includes a specific appropriation of capital funding for the STEM School in the total amount of seven hundred and fifty-thousand dollars (\$750,000); and

WHEREAS, the University desires to participate with the STEM School in providing a STEM education to students in grades 6-12 who reside in Clark, Greene and Montgomery Counties, and understands that a suitable facility is needed for such purposes; and

WHEREAS, the capital appropriation was intended to pay for a portion of capital costs incurred to prepare a facility for the STEM School ; and

WHEREAS, the University views its involvement with the STEM School as important to its mission; and

WHEREAS, the University has concluded that the value of its use of the facility that will house the STEM School, and numerous mutually beneficial collaborations resulting from its participation in the support and advancement of the STEM School is reasonably related to the amount of the appropriation that is the subject of this agreement; and

WHEREAS, the University and the STEM School desire to facilitate the goals of higher education by continuing and promoting the partnership with the STEM School, as well as access to the facility; and

WHEREAS, the state of Ohio capital appropriations released through the Chancellor of the Ohio Board of Regents (hereinafter referred to as the "Chancellor") require compliance with Ohio Administrative Rule 3333-1-03, which specifically calls for execution of a Joint Use Agreement; and

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, it is hereby agreed between the parties hereto as follows:

1. That the University will submit to the Ohio Board of Regents a request for the release of seven hundred and fifty thousand dollars (\$750,000) of the appropriation identified in this agreement for the acquisition and improvement of a facility that will provide a more permanent home for the STEM School.

The University is entitled to receive an amount equal to one and one-half percent of the appropriation allocated in this agreement, but agrees that this fee will be invested in other activities related to its relationship with the STEM School.

2. That funds will be expended to acquire and modify a building located near the Miami Valley Research Park for use by the STEM School. Inasmuch as the university has a close working relationship with the STEM School, it is acknowledged that the facility to be acquired and improved will be available to and regularly used as a teaching and learning environment by faculty, staff and students of the University.

The College of Education and Human Services at Wright State University, a leader in math and science education, considers the STEM School to be a laboratory for its programs, helping determine what can be successful in teacher education. This use benefits the university on a daily basis. To that end, it is agreed that DRSS facility will regularly house University employees, a use that is presently significant but one that will continue to grow in hours as the school grows. Additionally, it is agreed that the University has the right to use the entire facility for 14 days each year for pre-service and in-service education and training programs dealing with the math and science education.

3. The STEM School agrees to hold the university harmless for all operation and maintenance costs of the facility to be improved by the funds distributed in this agreement.

The facility will be insured and the parties agree that it shall remain insured for the term of this agreement.

4. That the Chancellor shall, upon request, be provided with pertinent records of the facility that measure the nature and extent of the use of the facility by the University and the terms and conditions governing such use, and the University shall cooperate with the STEM School in developing and maintaining such records.
5. That the term of this Agreement shall be twenty (20) years, commencing on the execution of this agreement.
6. That the parties to this agreement may terminate for any reason or no reason prior to the expiration of its term upon providing written notice

of such party's intent to terminate to the other party at least six (6) months prior to the effective date of the termination. In the event that this Agreement is terminated by the STEM School prior to expiration of its term then the STEM School shall return to the state of Ohio a pro rata portion of the state appropriation to be calculated by: (i) dividing the amount of the state appropriation by twenty (20); multiplied by (ii) the result of twenty (20) minus the number of years, complete or partial, of the term that have transpired since the effective date of this Agreement.

7. That the STEM School will use, where applicable, competitive bidding procedures equivalent to those enumerated in relevant provisions of Chapter 153 Ohio Revised Code involving (1) publishing advertisements seeking bids, (2) receiving sealed bids, and (3) awarding contracts to the lowest, responsive and responsible bidders.
8. That the funds appropriated for the projects by the state of Ohio shall be used only for capital improvements as defined in House Bill 496, 127th General Assembly.
9. That after appropriate state approvals, the funds provided in House Bill 1 and subject to this agreement will be released to the University and subsequently transferred to the STEM School after presentation by the STEM School to the University of invoices or other evidence of expenditures related to obligations incurred by or on behalf of the STEM School for permitted uses of the appropriated funds. Such obligations must be properly documented to the reasonable satisfaction of the University.
10. That the STEM School shall comply with all pertinent rules, regulations and laws of the federal, state and local government.
11. That all mailings and notices to the parties shall be 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 and notices shall be addressed as follows:

Matthew V. Filipic
Office of Business and Fiscal Affairs
Wright State University
3640 Colonel Glenn Hwy.
Dayton OH 45435-0001

Gregory R. Bernhardt
President of the Board
Dayton Regional STEM School
3640 Colonel Glenn Hwy.

Dayton OH 45435-0001

12. That all amendments to this Agreement shall require the prior approval of the University and the STEM School, as well as the express prior approval of the Chancellor.
13. That this Agreement be binding upon and inure to the benefit of the University and the STEM School and their respective successors and assigns.
14. That this Agreement sets forth the entire agreement of the parties concerning the 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. That the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforced provisions were omitted.
16. That this Agreement shall be construed under and governed by the laws of the state of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later date below written.

Dayton Regional STEM School

By: Gregory A. Finkbeiner 1/7/11
Its: President of the Board

Wright State University

By: Matthew J. Felicie
Its: V.P. for Business and Fiscal Affairs

DATE: January 7, 2011