



**Cuyahoga Valley Career Center**

**September 2023 Board Meeting**

**September 28, 2023, 6:30 pm - 8:00 pm  
Conference Room A**

**DOCUMENTS**

# Table of Contents

Cover Page	1
Table of Contents	2
August 31- 2023 Minutes	3
Board Financial Report August 2023	13
Salary Adjustments	27
Professional Growth - September 23	28
Disposal September 2023	29
Donations - September 2023 Board Agenda	30
2023-2024 CVCC School Calendar - Revised 9-28-23	31
Off-Site Training Locations 2023-24	32
MOU between City of Brecksville and CVCC	33
DIE-Matic Contract-Signed 09.14.23	47
ACT TEST PREP-Laura Icardi 06.23.23	48
FY24 IEC Agreement	50
YSU Cost Reimbursement Reasearch Subaward Agreement 08.21.23	52
CAM Engineered Products - Machining Technology Agreement - Year 1 - Part 1 - Gavin...	80
CAM Engineered Products - Machining Technology Agreement - Year 1 - Remaining S...	81
CAM Engineered Products - Machining Technology Agreement - Year 2 - Part 1 - Austi...	82
CAM Engineered Products - Machining Technology Agreement - Year 2 - Part 1 - Kyle ...	83
CAM Engineered Products - Machining Technology Agreement - Year 2 - Remaining S...	84
CAM Engineered Products - Machining Technology Agreement - Year 2 - Remaining S...	85
CAM Engineered Products - Machining Technology Agreement - Year 4 - Part 1 - Anel ...	86
CAM Engineered Products - Machining Technology Agreement - Year 4 - Part 1 - Tyler ...	87
CAM Engineered Products - Machining Technology Agreement - Year 4 - Remaining S...	88
CAM Engineered Products - Machining Technology Agreement - Year 4 - Remaining S...	89
CRI 9-12-23 roof design proposal for CVCC roofs 9 13	90



**Cuyahoga Valley Career Center**

**August 2023 Board Meeting**

**August 31, 2023, 6:30 pm - 8:00 pm  
Conference Room A**

**MINUTES**

# MINUTES

## Cuyahoga Valley Career Center Board

### August 2023 Board Meeting

Thursday, August 31, 2023, 6:30 pm - 8:00 pm

### Conference Room A

#### **In Attendance**

Ashley Thomas; Gary Suchocki; Jacquelyn Arendt; James Gilbride; James Virost; Jennifer Burke; Michael Wiant; Robert Felber; Russ Fortlage

Cuyahoga Valley Career Center prepares youth and adults to enter, compete, advance, and lead in an ever changing world of work, college, and careers.

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda item.

#### **I. CALL TO ORDER:**

Mr. Suchocki called the meeting to order at 6:30 PM.

#### **II. PLEDGE OF ALLEGIANCE**

#### **III. ROLL CALL:**

Mrs. Arendt\_\_\_\_ Mrs. Burke\_\_\_\_ Mr. Felber\_\_\_\_  
Mr. Fortlage\_\_\_\_ Mr. Gilbride\_\_\_\_ Mr. Suchocki\_\_\_\_  
Ms. Thomas\_\_\_\_ Mr. Virost\_\_\_\_ Mr. Wiant\_\_\_\_

#### **IV. PRESIDENT'S REPORT**

- \* OSBA 2023 Capital Conference November 12-14 in Columbus at the Greater Columbus Convention Center
- \* 2023 OSBA Aptitude Award

#### **V. SUPERINTENDENT'S REPORT**

- \* Opening Day Staff Meeting - August 21, 2023
- \* High School Student Handbook and Program Guide
- \* All Boards' Dinner
- \* State Board of Nursing Requirements
- \* News Flash

Ms. Thomas arrived at 6:42 PM.

#### **VI. BOARD COMMENTS**

## **VII. COMMITTEE REPORTS**

## **VIII. APPROVAL OF MINUTES**

\* Regular Meeting of June 29, 2023

- ROLL CALL:

Mrs. Burke\_\_\_\_ Mr. Felber\_\_\_\_ Mr. Fortlage\_\_\_\_  
Mr. Gilbride\_\_\_\_ Mr. Suchocki\_\_\_\_ Ms. Thomas\_\_\_\_  
Mr. Virost\_\_\_\_ Mr. Wiant\_\_\_\_ Mrs. Arendt\_\_\_\_

Move: Jacquelyn Arendt Second: James Gilbride Status: Passed

Yes: James Virost, James Gilbride, Gary Suchocki, Jacquelyn Arendt,  
Russ Fortlage, Robert Felber, Ashley Thomas, Jennifer Burke, Michael  
Wiant

## **IX. COMMENTS FROM THE PUBLIC**

The Board values and encourages public comment on education issues. Anyone having an interest in actions of the Board may participate during the open forum portion of the meeting. If possible, please identify yourself, prior to the meeting, to the Board President or Superintendent. Should your comments include a question, it may not be possible to provide you with the information you request at the meeting.

The speakers may offer objective criticism of school operations and programs, but the Board will not hear complaints about school personnel or other persons at a public session. Other channels provide for Board consideration of complaints involving individuals.

Participants must be recognized by the presiding officer and must preface their comments by an announcement of their name, address and group affiliation, if and when appropriate.

Each statement made by a participant shall be limited to five (5) minutes duration.

## **X. FINANCES**

Resolution **#2023-8 25** Routine Items recommended (may be handled as one motion).

Move to accept all of the following routine financial items, as recommended by the Treasurer.

- Treasurer's Report:

Acceptance of the Financial Report for the months of June and July

2023.

**2023-8 25 (1)**

- Advances and Transfers to Various Funds:

Authorize the Treasurer to make advances and transfers as listed in attachment.

**2023-8 25 (2)**

- ROLL CALL:

Mr. Felber\_\_\_\_\_ Mr. Fortlage\_\_\_\_\_ Mr. Gilbride\_\_\_\_\_

Mr. Suchocki\_\_\_\_\_ Ms. Thomas\_\_\_\_\_ Mr. Virost\_\_\_\_\_

Mr. Wiant\_\_\_\_\_ Mrs. Arendt\_\_\_\_\_ Mrs. Burke\_\_\_\_\_

Move: Robert Felber Second: James Virost Status: Passed

Yes: James Virost, James Gilbride, Gary Suchocki, Jacquelyn Arendt, Russ Fortlage, Robert Felber, Ashley Thomas, Jennifer Burke, Michael Wiant

**XI. NEW BUSINESS - Personnel**

Resolution **#2023-8 26** Personnel Items Recommended (may be handled as one motion).

Move to accept all of the following administrative, certified and classified personnel recommendations, conditioned on statutes of the state as revised and consolidated into general provisions, titles, chapters and sections including all bills passed and filed contained in the Ohio Revised Code, as recommended by the Superintendent.

**A. ADMINISTRATIVE, SUPPORT, & CLASSIFIED EXEMPT**

- Employment:

Per Resolution **#2023-5 20 (2)**, approve the employment of Diane Duryea as Business Liaison, effective July 10, 2023 through June 30, 2024, on a one year, limited contract for 220 days annual, at Liaison, Step 10 per the Administrative, Support and Classified Exempt Employees Compensation and Fringe Benefit Plan.

**2023-8 26 (1)**

- Amend Resolution **#2023-6 23 (2)**:

Amend Resolution **#2023-6 23 (2)** to employ Michelle Hasman as Career Specialist, effective August 14, 2023 through June 30, 2024, on a one-year part-time limited contract for 1050 hours, at Career Specialist, Step 0, per the Addendum to the Administrative, Support and Classified

Exempt Employees Compensation and Fringe Benefit Plan.

**2023-8 26 (2)**

- School of Nursing Curriculum Revision/Development:

Approve Adult Education Full-time School of Nursing Instructors to update curriculum for the five-year period beginning July 1, 2023 through June 30, 2028, not to exceed a total pool of 40 hours, at the rate of \$29.30 per hour.

**2023-8 26 (3)**

B. CERTIFICATED

- Adult Education 2023-24 Instructors' List:

Approve adding Robert Ponstingle to the part-time Adult Education Instructors' List for the 2023-24 school year.

**2023-8 26 (4)**

- High School Substitute Teachers' List 2023-24 School Year:

Approve adding James Scanlon, effective September 1, 2023 to the 2023-24 High School Substitute Teachers' List as assigned and approved.

**2023-8 26 (5)**

- Tuition Reimbursement:

Approve Matthew Harding, Power Equipment Technology Instructor, to be reimbursed tuition expenses for classes (up to four) taken from Summer 2023 through September 15, 2024 at any approved Career Technical Licensure Program for certification, not to exceed \$3,000. This resolution is an exception based on being in the second year of the profession, but a first year employee at Cuyahoga Valley Career Center.

**2023-8 26 (6)**

- Resident Educator Program/Career Technical Teacher Mentorship Program:

Per Article 12 "Additional Compensation, H. Resident Educator Program" and "I. Career Technical Teacher Mentorship Program" approve Shawn Fahey, Tim Moore, Angela Nonno, Charles Russo, Joan Schentur, and Lauren Visnick as Lead Instructors for the 2023-24 school year to be paid by authorized time sheet at the current Summer Work Rate, reimbursed up to 15 hours.

**2023-8 26 (7)**

- Resident Educator Program/Career Technical Teacher Mentorship

Program:

Per Article 12 "Additional Compensation, H. Resident Educator" and "I. Career Technical Teacher Mentorship" approve Michael Kapis, Jr., Matthew Harding, Heather Nelligan, and Michael Zana (all First Years) to be reimbursed up to 30 hours and Melissa Fox and Jamie Yax, (Non-First Years) to be reimbursed up to eight (8) hours for the 2023-24 school year. All to be paid by authorized time sheet at the current Summer Work Rate.

**2023-8 26 (8)**

- Resident Educator Program Coordinator:

Per Article 12 "Additional Compensation, H. Resident Educator Program" approve John Spano as the Program Coordinator for the Resident Educator Summative Assessment (RESA) program for the 2023-24 school year to be paid by authorized time sheet at 120% of the current Summer Work Rate, reimbursed up to 30 hours.

**2023-8 26 (9)**

- Overnight Field Trip:

Approve a student overnight trip to attend the National ACTE Policy Seminar in Washington, D.C. March 17-20, 2024 for eight students, Kelli Casini, Legislative Liaison, and Charles Russo, Chaperone. In accordance with Article 12, "Additional Compensation" of the agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors' and students' expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

**2023-8 26 (10)**

C. CLASSIFIED

- Employment:

Per Resolution **#2023-4 17 (22)**, approve the employment of Makayla Robertson as Media Specialist, effective August 21, 2023 through June 30, 2024, on a one-year, limited contract for 260 days annual, at Media Specialist, Step 2, per the agreement between the Cuyahoga Valley Career Center Board of Education and the Ohio Association of Public School Employees (OAPSE).

**2023-8 26 (11)**

- Employment:

Per Resolution **#2023-3 14 (7)**, approve the employment of Sally Perez



as Cashier/Cook, effective August 21, 2023 through June 30, 2024, on a one year, part-time limited contract, for 180 days annual, at Cafeteria, Step 0, per the agreement between the Cuyahoga Valley Career Center Board of Education and the Ohio Association of Public School Employees (OAPSE).

**2023-8 26 (12)**

- Student Employment:

Approve the employment of Luke Burmeister to perform services on an as needed basis at the current Student Employment Rate, effective August 21, 2023 through the 2023-24 school year.

**2023-8 26 (13)**

- ROLL CALL:

Mr. Fortlage \_\_\_\_\_ Mr. Gilbride \_\_\_\_\_ Mr. Suchocki \_\_\_\_\_  
Ms. Thomas \_\_\_\_\_ Mr. Virost \_\_\_\_\_ Mr. Wiant \_\_\_\_\_  
Mrs. Arendt \_\_\_\_\_ Mrs. Burke \_\_\_\_\_ Mr. Felber \_\_\_\_\_

Move: Ashley Thomas Second: Jacquelyn Arendt Status: Passed

Yes: James Virost, James Gilbride, Gary Suchocki, Jacquelyn Arendt, Russ Fortlage, Robert Felber, Ashley Thomas, Jennifer Burke, Michael Wiant

**XII. NEW BUSINESS - Non-personnel**

Resolution #2023-8 27 Non-personnel Items Recommended (may be handled as one motion).

Move to accept all of the following items, as recommended by the Superintendent.

- Disposal of Inventory Items:

Approve the disposal of varied inventory items as listed.

**2023-8 27 (1)**

- Donations:

Accept donations per Resolution #1976-167 as listed:

**2023-8 27 (2)**

- Adult, Tuition, Community School Students Enrolled in High School Programs:

Approve adult, tuition, and community school students for enrollment in high school programs as listed.

### **2023-8 27 (3)**

- Professional Meeting Days:

Approve Terri Lynn Brosseau, Adult Education Coordinator, Melissa Fox, Cosmetology Instructor, Sheila Loeding, School of Nursing Instructor, Lea Bacci, Administrative Assistant, and Amanda Jaronowski, Career Specialist to attend the ACTE CareerTech Vision Conference November 29-December 2, 2023 in Phoenix, Arizona. Expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip subject to cancellation by Superintendent dependent upon world events.

### **2023-8 27 (4)**

- Professional Meeting Days:

Approve Maria Dworning, Accounts Payable, to attend the APP2P Fall Conference & Expo November 13-15, 2023 in Las Vegas, Nevada. Expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip subject to cancellation by Superintendent dependent upon world events.

### **2023-8 27 (5)**

- Authorize to Pay Brecksville Police Officers:

Authorize payment of Brecksville police officers during the 2023-24 school year as needed.

### **2023-8 27 (6)**

- Authorize Funds for Career Technical Education (CTE) Partnership:

Authorize CVCC providing funding for \$30,000 for each associate district for FY24. Funds will support Career and Technical Education through activities/projects agreed to by the CVCC Superintendent and Associate District Superintendents as listed in the attachment.

### **2023-8 27 (7)**

- Membership in Hospital Purchasing Service:

Approve membership in the Hospital Purchasing Service (HPS) for the 2023-24 school year.

### **2023-8 27 (8)**

- Approve Contract for School Emergency and Safety Plan Services:

Approve Contract with Ohio Schools Council for School Emergency and Safety Plan Services from July 1, 2023 through June 30, 2024.

### **2023-8 27 (9)**

- Approve Contract Addendum:

Approve a contract addendum with Ohio Department of Youth Services which extends the current contract by 24 months, to expire June 30, 2025.

**2023-8 27 (10)**

- Approve Agreement:

Approve agreement between Cuyahoga Valley Career Center and Desidara, Inc. for Social Media Content and Organic Posting for eight weeks, beginning July 18, 2023.

**2023-8 27 (11)**

- Approve Agreement:

Approve agreement between The School of Nursing at Cuyahoga Valley Career Center and Altenheim Skilled Nursing in Strongsville for them to provide clinical experiences for students, effective August 2023 through December 2027.

**2023-8 27 (12)**

- Approval of Bids for Server Room Back-up Power System Project:

Approve the bid presented by Westland Heating, Air Conditioning and Plumbing in the amount of \$203,500.00 for the Server Room Back-up Power System project and reject all other bids.

**2023-8 27 (13)**

- ROLL CALL:

Mr. Gilbride \_\_\_\_\_ Mr. Suchocki \_\_\_\_\_ Ms. Thomas \_\_\_\_\_  
Mr. Virost \_\_\_\_\_ Mr. Wiant \_\_\_\_\_ Mrs. Arendt \_\_\_\_\_  
Mrs. Burke \_\_\_\_\_ Mr. Felber \_\_\_\_\_ Mr. Fortlage \_\_\_\_\_

Move: James Gilbride Second: Robert Felber Status: Passed

Yes: James Virost, James Gilbride, Gary Suchocki, Jacquelyn Arendt, Russ Fortlage, Robert Felber, Ashley Thomas, Jennifer Burke, Michael Wiant

**XIII. MOTION TO GO TO EXECUTIVE SESSION (Board will reconvene after Executive Session; no action will be taken):**

For the purpose of discussing the "employment of a public employee."

7:39 PM

- ROLL CALL:

Mr. Suchocki \_\_\_\_\_ Ms. Thomas \_\_\_\_\_ Mr. Virost \_\_\_\_\_  
Mr. Wiant \_\_\_\_\_ Mrs. Arendt \_\_\_\_\_ Mrs. Burke \_\_\_\_\_

Mr. Felber\_\_\_\_ Mr. Fortlage\_\_\_\_ Mr. Gilbride\_\_\_\_

Move: Gary Suchocki Second: Jacquelyn Arendt Status: Passed

Yes: James Virost, James Gilbride, Gary Suchocki, Jacquelyn Arendt, Russ Fortlage, Robert Felber, Ashley Thomas, Jennifer Burke, Michael Wiant

**XIV. CALL TO ORDER FOLLOWING EXECUTIVE SESSION:**

8:37 PM

**XV. ADJOURN**

8:38 PM

• ROLL CALL:

Ms. Thomas\_\_\_\_ Mr. Virost\_\_\_\_ Mr. Wiant\_\_\_\_

Mrs. Arendt\_\_\_\_ Mrs. Burke\_\_\_\_ Mr. Felber\_\_\_\_

Mr. Fortlage\_\_\_\_ Mr. Gilbride\_\_\_\_ Mr. Suchocki\_\_\_\_

Move: Gary Suchocki Second: Jacquelyn Arendt Status: Passed

Yes: James Virost, James Gilbride, Gary Suchocki, Jacquelyn Arendt, Russ Fortlage, Robert Felber, Ashley Thomas, Jennifer Burke, Michael Wiant

Next meeting: Thursday, Sept. 28, 2023 at 6:30 PM in Conference Room A.

\*APPROVED: \_\_\_\_\_

\*ATTESTED: \_\_\_\_\_

\*DATE: \_\_\_\_\_

# **CUYAHOGA VALLEY CAREER CENTER**

**August 31, 2023**

Richard A. Berdine, Treasurer

2023-24

**Cuyahoga Valley Caree+A2:F28r Center**



**Forecast Comparison - General Operating Fund - August 2023**



CUYAHOGA VALLEY  
CAREER CENTER

CUYAHOGA VALLEY  
CAREER CENTER

	Current Month FCST Estimate	Current Month Actuals	Prior FY Month Actuals	Variance- Current Month Actuals to Estimate	Explanation of Variance
<b>Revenue:</b>					
1.010 - General Property Tax (Real Estate)	\$ 2,660,161	\$ 3,463,894	\$ 3,176,706	\$ 803,733	timing of receipt of tax advances/settlements
1.020 - Public Utility Personal Property Tax	\$ 157,603	\$ 191,944	\$ 182,246	\$ 34,341	timing of receipt of tax advances/settlements
1.035 - Unrestricted Grants-in-Aid	\$ 153,517	\$ 148,071	\$ 151,336	\$ (5,446)	timing of foundation payments from ODE and distribution between restricted and unrestricted categories
1.040 - Restricted Grants-in-Aid	\$ 21,418	\$ 34,129	\$ 28,744	\$ 12,711	timing of foundation payments from ODE and distribution between restricted and unrestricted categories
1.050 - Property Tax Allocation	\$ -	\$ -	\$ -	\$ -	
1.060 - All Other Operating Revenues	\$ 50,717	\$ 102,910	\$ 62,708	\$ 52,193	increased interest earnings and TIF payments
<b>1.070 - Total Revenue</b>	<b>\$ 3,043,416</b>	<b>\$ 3,940,949</b>	<b>\$ 3,601,739</b>	<b>\$ 897,533</b>	
<b>Other Financing Sources:</b>					
2.050 - Advances In	\$ 222,000	\$ 222,000	\$ 207,000	\$ -	
2.060 - All Other Financing Sources	\$ -	\$ 3,825	\$ -	\$ 3,825	
<b>2.080 Total Revenue and Other Financing Sources</b>	<b>\$ 3,265,416</b>	<b>\$ 4,166,774</b>	<b>\$ 3,808,739</b>	<b>\$ 901,358</b>	
<b>Expenditures:</b>					
3.010 - Personnel Services	\$ 779,454	\$ 741,041	\$ 632,455	\$ 38,413	timing of payments compared to prior fiscal years, additional retiree contract payoffs in June 2023 and new hires not yet on payroll
3.020 - Employees' Retirement/Insur. Benefits	\$ 256,519	\$ 237,732	\$ 226,705	\$ 18,787	retirement costs reduced from salary payment reduction, reduced insurance costs from retirees no longer insured
3.030 - Purchased Services	\$ 190,936	\$ 85,898	\$ 165,512	\$ 105,038	timing of payment compared to prior fiscal years
3.040 - Supplies and Materials	\$ 119,230	\$ 91,731	\$ 105,729	\$ 27,499	timing of payment compared to prior fiscal years
3.050 - Capital Outlay	\$ 16,958	\$ 1,897	\$ 2,254	\$ 15,061	timing of payment compared to prior fiscal years
3.060 - Intergovernmental	\$ -	\$ -	\$ -	\$ -	
4.300 - Other Objects	\$ 79,565	\$ 49,794	\$ 141,530	\$ 29,771	timing of payment of insurance renewal premium in FY24 compared to FY23 with change to new plan and plan year
<b>4.500 - Total Expenditures</b>	<b>\$ 1,442,662</b>	<b>\$ 1,208,093</b>	<b>\$ 1,274,185</b>	<b>\$ 234,569</b>	
<b>Other Financing Uses:</b>					
5.010 - Operating Transfers-Out	\$ 1,114,354	\$ 1,114,354	\$ 1,924,979	\$ -	
5.020 - Advances Out	\$ 157,000	\$ 157,000	\$ 222,000	\$ -	
5.030 - All Other Financing Uses	\$ -	\$ -	\$ -	\$ -	
<b>5.050 - Total Expenditures and Other Financing Uses</b>	<b>\$ 2,714,016</b>	<b>\$ 2,479,447</b>	<b>\$ 3,421,164</b>	<b>\$ 234,569</b>	
<b>Surplus/(Deficit) for Month</b>	<b>\$ 551,400</b>	<b>\$ 1,687,326</b>	<b>\$ 387,575</b>	<b>\$ 1,135,926</b>	
rb090723					

**Cuyahoga Valley Career Center**

**Forecast Comparison - General Operating Fund - August 2023**



CUYAHOGA VALLEY  
CAREER CENTER



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CAREER CENTER

	Current FYTD FCST Estimate	Current FYTD Actuals	Prior FYTD Actuals	Variance- Current FYTD Actuals to Estimate	Explanation of Variance
<b>Revenue:</b>					
1.010 - General Property Tax (Real Estate)	\$ 5,333,901	\$ 5,825,113	\$ 5,752,412	\$ 491,212	timing of receipt of tax advances/settlements
1.020 - Public Utility Personal Property Tax	\$ 157,603	\$ 191,944	\$ 182,246	\$ 34,341	timing of receipt of tax advances/settlements
1.035 - Unrestricted Grants-in-Aid	\$ 293,378	\$ 273,313	\$ 278,267	\$ (20,065)	timing of foundation payments from ODE and distribution between restricted and unrestricted categories
1.040 - Restricted Grants-in-Aid	\$ 42,853	\$ 63,131	\$ 57,951	\$ 20,278	timing of foundation payments from ODE and distribution between restricted and unrestricted categories
1.050 - Property Tax Allocation	\$ -	\$ -	\$ -	\$ -	
1.060 - All Other Operating Revenues	\$ 99,959	\$ 152,627	\$ 81,622	\$ 52,668	increased interest earnings and TIF payments
<b>1.070 - Total Revenue</b>	<b>\$ 5,927,694</b>	<b>\$ 6,506,128</b>	<b>\$ 6,352,499</b>	<b>\$ 578,434</b>	
<b>Other Financing Sources:</b>					
2.050 - Advances In	\$ 222,000	\$ 222,000	\$ 207,000	\$ -	
2.060 - All Other Financing Sources	\$ -	\$ 19,825	\$ -	\$ 19,825	FY23 insurance claim payment from Liberty Mutual
<b>2.080 Total Revenue and Other Financing Sources</b>	<b>\$ 6,149,694</b>	<b>\$ 6,747,953</b>	<b>\$ 6,559,499</b>	<b>\$ 598,259</b>	
<b>Expenditures:</b>					
3.010 - Personnel Services	\$ 1,457,748	\$ 1,358,741	\$ 1,554,789	\$ 99,007	timing of payments compared to prior fiscal years, additional retiree contract payoffs in June 2023 and new hires not yet on payroll
3.020 - Employees' Retirement/Insur. Benefits	\$ 488,721	\$ 463,510	\$ 506,176	\$ 25,211	retirement costs reduced from salary payment reduction, reduced insurance costs from retirees no longer insured
3.030 - Purchased Services	\$ 339,648	\$ 228,626	\$ 318,285	\$ 111,022	timing of payment compared to prior fiscal years
3.040 - Supplies and Materials	\$ 182,839	\$ 139,997	\$ 148,604	\$ 42,842	timing of payment compared to prior fiscal years
3.050 - Capital Outlay	\$ 20,394	\$ 8,969	\$ 2,254	\$ 11,425	timing of payment compared to prior fiscal years
3.060 - Intergovernmental	\$ -	\$ -	\$ -	\$ -	
4.300 - Other Objects	\$ 118,913	\$ 166,668	\$ 148,205	\$ (47,755)	timing and increased cost of insurance renewal premium in FY24 compared to FY23 with change to new plan and plan year
<b>4.500 - Total Expenditures</b>	<b>\$ 2,608,263</b>	<b>\$ 2,366,511</b>	<b>\$ 2,678,313</b>	<b>\$ 241,752</b>	
<b>Other Financing Uses:</b>					
5.010 - Operating Transfers-Out	\$ 1,114,354	\$ 1,114,354	\$ 1,924,979	\$ -	
5.020 - Advances Out	\$ 157,000	\$ 157,000	\$ 222,000	\$ -	
5.030 - All Other Financing Uses	\$ -	\$ -	\$ -	\$ -	
<b>5.050 - Total Expenditures and Other Financing Uses</b>	<b>\$ 3,879,617</b>	<b>\$ 3,637,865</b>	<b>\$ 4,825,292</b>	<b>\$ 241,752</b>	
<b>Surplus/(Deficit) FYTD</b>	<b>\$ 2,270,077</b>	<b>\$ 3,110,088</b>	<b>\$ 1,734,207</b>	<b>\$ 840,011</b>	

rb090723

## Cuyahoga Valley Career Center



### Revenue Analysis Report - General Operating Fund Only - FY24



	Local Revenue				State Revenue			Non-Operating*	Total Revenue
	Taxes		Interest	Other Local	Unrestricted Grants-in-Aid	Property Tax Allocation	Restricted Grants-in-Aid		
	Real Estate	Personal Property							
<b>July</b>	2,361,219	-	48,999	719	125,242	-	29,002	16,000	<b>2,581,180</b>
<b>August</b>	3,463,894	191,944	58,373	44,537	148,071	-	34,129	225,825	<b>4,166,774</b>
<b>September</b>	-	-	-	-	-	-	-	-	-
<b>October</b>	-	-	-	-	-	-	-	-	-
<b>November</b>	-	-	-	-	-	-	-	-	-
<b>December</b>	-	-	-	-	-	-	-	-	-
<b>January</b>	-	-	-	-	-	-	-	-	-
<b>February</b>	-	-	-	-	-	-	-	-	-
<b>March</b>	-	-	-	-	-	-	-	-	-
<b>April</b>	-	-	-	-	-	-	-	-	-
<b>May</b>	-	-	-	-	-	-	-	-	-
<b>June</b>	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>\$5,825,112</b>	<b>\$191,944</b>	<b>\$107,372</b>	<b>\$45,255</b>	<b>\$273,313</b>	<b>\$0</b>	<b>\$63,131</b>	<b>\$241,825</b>	<b>\$6,747,954</b>
<b>% of Total</b>	<b>86.32%</b>	<b>2.84%</b>	<b>1.59%</b>	<b>0.67%</b>	<b>4.05%</b>	<b>0.00%</b>	<b>0.94%</b>	<b>3.58%</b>	
*Non-Operating Revenue includes advances in, and refund of prior year expenditures.									<i>rb090723</i>



## Cuyahoga Valley Career Center



### Expenditure Analysis Report - General Operating Fund - FY24



	Salaries	Benefits	Services	Supplies	Equipment	Intergov.	Other-Dues/Fees	Non-Operating*	Total Expenses
July	617,700	225,778	142,728	48,266	7,072	-	116,874	-	1,158,418
August	741,041	237,732	85,898	91,731	1,897	-	49,794	1,271,354	2,479,448
September	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-
<b>TOTALS</b>	<b>\$1,358,741</b>	<b>\$463,511</b>	<b>\$228,626</b>	<b>\$139,997</b>	<b>\$8,969</b>	<b>\$0</b>	<b>\$166,668</b>	<b>\$1,271,354</b>	<b>\$3,637,866</b>
<b>% of Total</b>	<b>37.35%</b>	<b>12.74%</b>	<b>6.28%</b>	<b>3.85%</b>	<b>0.25%</b>	<b>0.00%</b>	<b>4.58%</b>	<b>34.95%</b>	
*Non-Operating expenses include advances and transfers out.									
Operating Fund includes General Fund (001) only									rb090723

# Cuyahoga Valley Career Center



**CUYAHOGA VALLEY  
CAREER CENTER**

August 2023

FINSUMM Financial Summary

rb090723

Fund	Fund Name	Beginning Balance	Monthly Receipts	Fiscal Year To Date	Monthly Expenditures	Fiscal Year To Date	Current Fund	Current	Unencumbered
		7/1/2023		Receipts		Expenditures	Balance	Encumbrances	Fund Balance
001	General Fund	\$19,912,778.57	\$4,166,773.56	\$6,747,953.59	\$2,479,447.56	\$3,637,865.89	\$23,022,866.27	\$1,285,392.94	\$21,737,473.33
003	Permanent Improvement	\$3,622,250.32	\$900,000.00	\$900,000.00	\$707,071.00	\$1,677,846.65	2,844,403.67	\$699,772.50	2,144,631.17
006	Food Service	\$34,705.27	\$118,936.23	\$119,318.34	\$84,914.26	\$90,546.54	63,477.07	\$11,675.00	51,802.07
008	Endowment	\$62,279.54	\$250.50	\$493.69	\$4,000.00	\$4,000.00	58,773.23	\$0.00	58,773.23
009	Uniform School Supplies	\$17,268.38	\$105,072.62	\$108,356.59	\$78,002.46	\$78,069.46	47,555.51	\$18,974.55	28,580.96
011	Rotary-Special Services	\$110,463.40	\$282.14	\$383.30	\$350.93	\$812.70	110,034.00	\$2,273.54	107,760.46
012	Adult Education	\$633,857.86	\$97,829.85	\$139,698.76	\$132,347.83	\$226,643.33	546,913.29	\$125,626.36	421,286.93
018	Public School Support	\$188,650.78	\$6,764.33	\$11,701.19	\$4,475.00	\$5,469.30	194,882.67	\$3,394.25	191,488.42
019	Other Grants	\$110,575.49	\$0.00	\$8,500.00	\$1,500.00	\$1,533.00	117,542.49	\$3,878.90	113,663.59
022	District Agency	\$29,337.47	\$38,621.94	\$82,761.56	\$9,327.97	\$53,220.27	58,878.76	\$0.00	58,878.76
200	Student Managed Activity	\$2,759.53	\$143,331.27	\$143,511.27	\$66,478.11	\$84,900.43	61,370.37	\$2,088.80	59,281.57
451	Data Communications	\$0.00	\$0.00	\$46.10	\$0.00	\$46.10	0.00	\$0.00	0.00
461	Vocational Education Enhancements	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.00	\$0.00	0.00
499	Miscellaneous State Grants	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	2,500.00	\$0.00	2,500.00
508	Governors' Education Emerg. Relief	(\$817.57)	\$0.00	\$3,377.54	\$0.00	\$2,559.97	0.00	\$0.00	0.00
524	Carl Perkins Grants	(\$7,299.00)	\$14,293.72	\$28,030.92	\$31,131.00	\$39,469.20	(18,737.28)	\$142,644.23	(161,381.51)
599	Misc. Federal Grants (CARES Act)	\$50,000.00	\$0.00	\$0.00	\$0.00	\$30,871.05	19,128.95	\$4,520.03	14,608.92
	<b>Grand Totals (ALL Funds)</b>	<b>\$24,771,310.04</b>	<b>\$5,592,156.16</b>	<b>\$8,294,132.85</b>	<b>\$3,601,046.12</b>	<b>\$5,935,853.89</b>	<b>\$27,129,589.00</b>	<b>\$2,300,241.10</b>	<b>24,829,347.90</b>

## Cuyahoga Valley Career Center



### Approved Funds for FY24



This report is a listing of all grant funds authorized and/or received throughout fiscal year 2024.

Fund	Description	Authorized Amount	Monthly Amount Received	Amount Received FY-to-date	Amount Received Project-to-date
<i>State Grants</i>					
451/9023	Network Connectivity Supplemental FY23	\$46.10	\$0.00	\$46.10	\$46.10
499/9123	Skills Trainer Project FY23	\$11,400.00	\$0.00	\$0.00	\$0.00
	<b>Total State Funds</b>	<b>\$11,446.10</b>	<b>\$0.00</b>	<b>\$46.10</b>	<b>\$46.10</b>
<i>Federal Grants</i>					
508/9122	GEER II FY22/23	\$89,602.72	\$0.00	\$3,377.54	\$72,604.00
524/9223	Carl D. Perkins Secondary FY23	\$307,741.25	\$200.10	\$5,243.65	\$292,629.42
524/9224	Carl D. Perkins Secondary FY24	\$370,300.17	\$5,900.00	\$5,900.00	\$5,900.00
524/9123	Carl D. Perkins Adult FY23	\$94,924.77	\$2,998.79	\$11,444.84	\$93,061.90
524/9124	Carl D. Perkins Adult FY24	\$76,208.13	\$5,194.83	\$5,442.43	\$5,442.43
	<b>Total Federal Funds</b>	<b>\$938,777.04</b>	<b>\$14,293.72</b>	<b>\$31,408.46</b>	<b>\$469,637.75</b>

rb090723

## Cuyahoga Valley Career Center



### Record of Advances for FY24



INITIAL ADVANCE INFORMATION					ADVANCE RETURN	
Date Approved	FROM Fund	TO Fund	Fund Name	Amount	Date Returned	Amount
8/25/2022	001	006/0000	Food Services	\$75,000.00	8/31/2023	\$75,000.00
8/25/2022	001	009/0000	Uniform School Supplies	\$50,000.00	8/31/2023	\$50,000.00
8/25/2022	001	022/9004	Section 125	\$32,000.00	8/31/2023	\$32,000.00
8/25/2022	001	200/960A	Student Leadership	\$65,000.00	8/31/2023	\$65,000.00
8/31/2023	001	006/0000	Food Services	\$75,000.00		
8/31/2023	001	009/0000	Uniform School Supplies	\$50,000.00		
8/31/2023	001	022/9004	Section 125	\$32,000.00		
<b>TOTAL Advances</b>				<b>\$379,000.00</b>		<b>\$222,000.00</b>
<b>Advances Outstanding</b>						<b>\$157,000.00</b>
<i>rb090723</i>						

**Cuyahoga Valley Career Center**



**Cash Reconciliation**



**August 31, 2023**

<b>Cash Summary Report Balance</b>			\$ 27,129,589.00
<b>Bank Balance:</b>			
PNC Main Checking	1,351,698.53		
PNC - Merchant Svcs.	1,358.65		
PNC - Payroll Holding	30,000.00		
		\$ 1,383,057.18	
<b>Investments:</b>			
U.S. Bank: Meeder Investment Managers Managed Portfolio STAR Ohio	18,374,283.59		
	7,378,456.97		
		\$ 25,752,740.56	
<b>Petty Cash:</b>			
Administrative Office	1,500.00		
	-		
	-		
		\$ 1,500.00	
<b>Change Fund:</b>			
	-		
	-		
	-		
		\$ -	
<b>Less: Outstanding Checks</b>		\$ (10,198.41)	
<b>Outstanding Deposits/Other Adjustments:</b>			
Credit Card Receipts in Transit	186.17		
Deposit in Transit	2,303.50		
Payroll in Transit	-		
	-		
		\$ 2,489.67	
<b>Bank Balance</b>			\$ 27,129,589.00
<b>Variance</b>			\$ -

rb090723

## Cuyahoga Valley Career Center



CUYAHOGA VALLEY  
CAREER CENTER

**August 2023**

**Appropriation Summary**

*rb090723*

Fund		FYTD Appropriated	Prior FY Carryover Encumbrances	FYTD Expendable	FYTD Actual Expenditures	MTD Actual Expenditures	Current Encumbrances	FYTD Unencumbered Balance	FYTD Percent Exp/Enc
001	General Fund	\$17,718,024.00	\$248,801.48	\$17,966,825.48	\$3,637,865.89	\$2,479,447.56	\$1,285,392.94	13,043,566.65	27.40%
003	Permanent Improvement	\$1,075,000.00	\$2,231,125.85	\$3,306,125.85	\$1,677,846.65	\$707,071.00	\$0.00	1,628,279.20	50.75%
006	Food Service	\$162,175.00	\$11,300.00	\$173,475.00	\$90,546.54	\$84,914.26	\$11,675.00	71,253.46	58.93%
008	Endowment	\$15,000.00	\$0.00	\$15,000.00	\$4,000.00	\$4,000.00	\$0.00	11,000.00	26.67%
009	Uniform School Supplies	\$70,800.00	\$13,228.95	\$84,028.95	\$78,069.46	\$78,002.46	\$18,974.55	(13,015.06)	115.49%
011	Rotary-Special Services	\$42,600.00	\$871.47	\$43,471.47	\$812.70	\$350.93	\$2,273.54	40,385.23	7.10%
012	Adult Education	\$1,484,829.00	\$33,055.61	\$1,517,884.61	\$226,643.33	\$132,347.83	\$125,626.36	1,165,614.92	23.21%
018	Public School Support	\$99,200.00	\$879.72	\$100,079.72	\$5,469.30	\$4,475.00	\$3,394.25	91,216.17	8.86%
019	Other Grants	\$106,663.59	\$3,911.90	\$110,575.49	\$1,533.00	\$1,500.00	\$3,878.90	105,163.59	4.89%
022	District Agency	\$700,000.00	\$0.00	\$700,000.00	\$53,220.27	\$9,327.97	\$0.00	646,779.73	7.60%
200	Student Managed Activity	\$39,600.00	\$24,245.66	\$63,845.66	\$84,900.43	\$66,478.11	\$2,088.80	(23,143.57)	136.25%
451	Data Communications	\$46.10	\$0.00	\$46.10	\$46.10	\$0.00	\$0.00	0.00	100.00%
461	Vocational Education Enhancements	\$1,525.00	\$475.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	0.00	100.00%
499	Miscellaneous State Grants	\$13,900.00	\$0.00	\$13,900.00	\$0.00	\$0.00	\$0.00	13,900.00	0.00%
508	Governors' Education Emerg. Relief	\$31.75	\$2,528.22	\$2,559.97	\$2,559.97	\$0.00	\$0.00	0.00	100.00%
524	Carl Perkins Grants	\$459,215.01	\$13,607.48	\$472,822.49	\$39,469.20	\$31,131.00	\$142,644.23	290,709.06	38.52%
599	Miscellaneous Federal Grants	\$19,128.95	\$30,871.05	\$50,000.00	\$30,871.05	\$0.00	\$4,520.03	14,608.92	70.78%
<b>Totals</b>		<b>\$22,007,738.40</b>	<b>\$2,614,902.39</b>	<b>\$24,622,640.79</b>	<b>\$5,935,853.89</b>	<b>\$3,601,046.12</b>	<b>\$1,600,468.60</b>	<b>\$17,086,318.30</b>	<b>30.61%</b>

## Cuyahoga Valley Career Center



CUYAHOGA VALLEY  
CAREER CENTER

### Check Register for Checks > \$4,999.99

**August 2023**



CUYAHOGA VALLEY  
CAREER CENTER

Vendor	Amount	Fund	Description
VALIC	89,769.99	001	Retiree severance payments
Speelman Electric Inc.	7,026.00	003	Lighting upgrade in machining area
Construction Resources, Inc.	16,975.00	003	Roof consulting
Cunningham Paving Company	18,289.88	003	Asphalt repairs
Illuminating Co.	18,792.88	001	Electricity
School Datebooks	5,221.92	001	Student handbooks
American Beauty Equipment LLC	20,982.83	003	Replacement cosmetology equipment
Bullseye Activewear Inc.	10,187.40	009	Student campus wear/uniforms
Burmax	17,815.06	009	Resale cosmetology supplies
Cengage Learning	19,723.00	001	Cosmetology instructional materials
Desidara Inc.	6,500.00	524	Website hosting, marketing
Elsevier Science	7,223.36	001	Dental assisting instructional materials
Construction Resources, Inc.	9,390.00	003	Roof consulting
Gov Connection	15,543.08	001	Software license renewals
NEOnet	24,565.00	001	Chromebooks
Gene Ptacek & Sons	5,850.55	001	Annual fire safety services
SC Strategic Solutions	9,738.56	001	Scanning services for student records
Willham Roofing Co. Inc.	614,089.52	003	Roofing project machine & IT areas
Suburban Health Consortium	130,526.38	various	Employee benefits insurance premiums
rb090723			



**CUYAHOGA VALLEY CAREER CENTER  
INVESTMENT REPORT  
August, 2023**

**INVESTMENT PORTFOLIO**

	<b>AMOUNT</b>
Meeder Investments	18,374,283.59
STAR Ohio Investments	7,378,456.97
<b>TOTAL INVESTMENT PORTFOLIO</b>	<b>25,752,740.56</b>

**DISTRIBUTION OF INTEREST**

	<b>Aug. 2023 Interest</b>	<b>FYTD 2024 Interest</b>
General Fund (001)	58,373.35	107,371.86
Endowment Fund (008)	250.50	493.69
Cell Tower (018-9606)	361.51	697.66
Oil Well (018-9607)	208.93	394.91
Ocasek Scholarship (018-9610)	38.09	72.70
<b>TOTAL INTEREST POSTED</b>	<b>59,232.38</b>	<b>109,030.82</b>



Cuyahoga Valley Career Center



CVCC Adult Education Monthly and FYTD Estimates vs Actuals

CUYAHOGA VALLEY  
CAREER CENTER

CUYAHOGA VALLEY  
CAREER CENTER

**FY2024--August 2023**

Enrollment: 105

<b>Receipts</b>	<b>Mo. Estimate</b>	<b>Mo. Actual</b>	<b>Variance</b>	<b>FYTD Estimate</b>	<b>FYTD Actual</b>	<b>Variance</b>	<b>Explanation of Variance</b>
1214-Tuition	60,934	23,930	(37,004)	90,272	56,958	(33,314)	timing of tuition receipts via student enrollment
1730-Sale of Materials	1,082	380	(702)	1,866	5,171	3,305	
1790-Other Classroom Fees	5,085	2,975	(2,110)	7,350	5,860	(1,490)	
1833-Services to Patrons	127	341	214	458	451	(7)	
1890-Miscellaneous	1,538	75	(1,463)	2,081	1,130	(951)	
3110-State Foundation	67,707	70,129	2,422	67,707	70,129	2,422	
5100-Transfers In	0	0	0	0	0	0	
5300-Red.of Prior Year Expend.	0	0	0	0	0	0	
<b>Total Receipts</b>	<b>136,473</b>	<b>97,830</b>	<b>(38,643)</b>	<b>169,733</b>	<b>139,699</b>	<b>(30,035)</b>	
<b>Expenditures</b>							
100-Salaries	64,753	65,350	(597)	137,985	130,067	7,918	
200-Fringe Benefits	21,259	26,791	(5,533)	42,422	51,194	(8,772)	
400-Purchased Services	9,148	1,963	7,185	19,755	4,846	14,909	timing of purchases compared to prior fiscal years
500-Supplies	1,792	5,472	(3,679)	9,018	7,496	1,522	
600-Equipment	0	0	0	0	0	0	
800-Other	824	673	151	1,468	941	527	
930-Refunds of Prior Yr. Receipts	0	99	(99)	0	99	(99)	
<b>Total Expenditures</b>	<b>97,776</b>	<b>100,348</b>	<b>(2,571)</b>	<b>210,649</b>	<b>194,643</b>	<b>16,005</b>	
<b>Surplus/(Deficit) for Month &amp; FYTD</b>	<b>38,697</b>	<b>(2,518)</b>	<b>(41,214)</b>	<b>(40,915)</b>	<b>(54,945)</b>	<b>(14,029)</b>	

**CVCC Adult Education Forecast Monthly Cash Flow Data Entry**

Advance In Current FY	\$0.00															
<b>FY2024</b>	July	August	September	October	November	December	January	February	March	April	May	June	Totals	Annual Estimate	% of Estimate Received/ Expended	Balance Remaining to be Received/ Expended
<b>Receipts</b>																
1214-Tuition	\$33,028.41	\$23,929.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,958.26	\$1,000,000.00	5.70%	\$943,041.74
1730-Sale of Materials	\$4,790.50	\$380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,170.50	\$64,000.00	8.08%	\$58,829.50
1790-Other Classroom Fees	\$2,885.00	\$2,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,860.00	\$17,380.00	33.72%	\$11,520.00
1833-Services to Patrons	\$110.00	\$341.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$451.00	\$1,400.00	32.21%	\$949.00
1890-Miscellaneous	\$1,055.00	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,130.00	\$25,000.00	4.52%	\$23,870.00
3110-State Foundation	\$0.00	\$70,129.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,129.00	\$380,000.00	18.46%	\$309,871.00
5100-Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
5210-Advances In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
5300-Red. of Prior Year Expend.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<b>Total Receipts</b>	<b>\$41,868.91</b>	<b>\$97,829.85</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$139,698.76</b>	<b>\$1,487,780.00</b>	<b>9.39%</b>	<b>\$1,348,081.24</b>
<b>Expenditures</b>																
100-Salaries	\$64,717.57	\$65,349.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130,067.14	\$919,999.90	14.14%	\$789,932.76
200-Fringe Benefits	\$24,402.78	\$26,791.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,193.79	\$313,999.69	16.30%	\$262,805.90
400-Purchased Services	\$2,882.67	\$1,963.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,846.06	\$151,100.00	3.21%	\$146,253.94
500-Supplies	\$2,024.75	\$5,471.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,496.37	\$87,100.00	8.61%	\$79,603.63
600-Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
800-Other	\$267.73	\$673.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$940.97	\$10,129.00	9.29%	\$9,188.03
920-Advances Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
930-Refunds of Prior Yr. Receipts	\$0.00	\$99.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99.00	\$0.00	#DIV/0!	-\$99.00
<b>Total Expenditures</b>	<b>\$94,295.50</b>	<b>\$100,347.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$194,643.33</b>	<b>\$1,484,828.60</b>	<b>13.11%</b>	<b>\$1,290,185.27</b>
Receipts Over/(Under) Expend.	-\$52,426.59	-\$2,517.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$54,944.57	\$2,951.40		
Beg. Cash Bal. incl. Advance Across FY-end	\$633,857.86	\$581,431.27	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$633,857.86	\$633,857.86		
End. Cash Bal. incl. Advance Across FY-end	\$581,431.27	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$636,809.26		
End. Cash Bal. without Advances	\$581,431.27	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$636,809.26		
Encumbrances	\$98,651.57	\$125,626.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00		
Ending Unenc. Bal.	\$482,779.70	\$453,286.93	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$578,913.29	\$611,809.26		

**2022-23 CVFT SALARY ADJUSTMENTS (for 2023-24 salary)**

Employee	Current Step	Hrs in Bank	Hrs Earned	Total Hours	Movement	Hrs in Bank
Melissa Fox	12A	0.00	12.00	12.00	12B	2.00
Stacey McNamara	19F	1.00	9.00	10.00	19G	0.00
Jennifer Standley	18G	1.00	9.00	10.00	18H	0.00
Victoria Vachon	9E	0.00	20.00	20.00	9G	0.00
Jamie Yax	12A	0.00	30.00	30.00	12D	0.00

CVCC Board of Education

9/28/2023

Professional Growth Days:

In accordance with Article 12 of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve the following staff person(s) for professional growth days and/or out of state trips. Professional growth days are granted outside of the normal working day.

First Name	Last Name	Days/Hours	Start Date	End Date	Activity	In-person or Virtual	Location
Russo	Chuck	4 Hours	10/13/2023	10/13/2023	Ford Asset Advisory Meeting	In-person	Tri-C West

# September 2023

## Removal of Equipment from Inventory

### Program/Area

### Item

Health Careers

Broken hospital bed; TAG #13625

Sales & Service

Cash Registers

TAG #13217

TAG #13218

TAG #13223

TAG #13224

*Note – All useable equipment will be offered to associate districts prior to being discarded as scrap.*

## ***DONATIONS – September 2023***

<b>FROM</b>	<b>TO</b>	<b>ITEM(S)</b>
Tri-C West Campus Attn: Nanci Coleman 11000 Pleasant Valley Road Parma, OH 44130	Auto Service Program	<ul style="list-style-type: none"><li>• 2016 GMC Canyon, extended cab Pick Up Truck</li><li>• Seven (7) 4L60E Transmissions</li></ul>
Print & Graphic Scholarship Foundation 206 Ridge Avenue Freedom, PA 15042	Graphic Imaging Program	<ul style="list-style-type: none"><li>• Five thousand two hundred ten dollars (\$5,210.00)</li></ul>



# CUYAHOGA VALLEY CAREER CENTER

## 2023-2024 (Revised)

July 2023						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

7/4 - Independence Day

August 2023						
S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

8/21-8/22-Teacher In-Service -NO STUDENTS  
8/23- FIRST DAY OF SCHOOL

September 2023						
S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

9/4- Labor Day - NO SCHOOL  
9/18- Teacher In-Service-NO STUDENTS

October 2023						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

10/11-10/12-Evening Conferences  
10/13-Non-Calendar Day/NEOE-NO SCHOOL

November 2023						
S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

11/7-Teacher In-Service-NO STUDENTS  
11/22-Non-Calendar Day -NO SCHOOL  
11/23-11/24-Thanksgiving Break-NO SCHOOL

December 2023						
S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

12/25-1/5-Winter Break-NO SCHOOL

January 2024						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

12/25-1/5-Winter Break-NO SCHOOL  
1/15-Martin Luther King Day-NO SCHOOL  
1/19 Teacher In-Service-NO STUDENTS

February 2024						
S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

2/19-Presidents' Day-NO SCHOOL

March 2024						
S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

3/19-Teacher In-Service Day- NO STUDENTS  
3/25-4/1-Spring Break-NO SCHOOL

April 2024						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

3/25-4/1-Spring Break-NO SCHOOL

May 2024						
S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5/27-Memorial Day-NO SCHOOL

June 2024						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

6/4-Last Day for Students  
6/5-Last Day for Teachers  
6/19-June 19th

- Teacher Inservice Day - NO STUDENTS
- Non-Calendar Day - NO SCHOOL
- End of Grading Period - School in Session
- Holiday - NO SCHOOL
- Return to School
- Evening Conferences

GRADING PERIODS	
1st	45
2nd	44
3rd	43
4th	45
	177
	days

Note: Ohio Revised Code requires 177 days of student contact. When CVCC must be closed for more than 3 days of student instruction, the days missed will be made up in June, beginning with the first day after the end of the grading period. Additional Cosmetology make-up will also occur at this time.

**CVCC Off-Site Campus Training Location Sites 2023-24  
September 28, 2023 Board Meeting**

<b>Transition to Work</b>	<b>Sales and Service</b>	<b>Hotels and Resorts</b>
MedWish International Cleveland	MedWish International Cleveland	
<b>HVAC</b>		
Parma Hts. Baptist Church Parma Heights		
Heart of Revere Akron		
At & T Huron Road Bldg, Cleveland		
<b>Building &amp; Property Maintenance</b>	<b>Construction Trades</b>	<b>Electrical Systems</b>
Parma Hts. Baptist Church Parma Heights	Parma Hts. Baptist Church Parma Heights	Parma Hts. Baptist Church Parma Heights
Heart of Revere Akron	Heart of Revere Akron	Heart of Revere Akron
At & T Huron Road Bldg, Cleveland		At & T Huron Road Bldg, Cleveland



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into between the **Cuyahoga Valley Career Center**, by and through its Superintendent and the **City of Brecksville, Ohio**, by and through its Police Department, this \_\_\_\_ day of \_\_\_\_\_ 2023.

This MOU will serve as the written agreement between the **Cuyahoga Valley Career Center**, by and through its Superintendent, (hereinafter “CVCC HS”) and the **City of Brecksville**, by and through its Police Department, (hereinafter “BPD”). This MOU is entered into pursuant to O.R.C. 3313.951 to clarify the purpose of the School Resource Officer (“SRO”) program and roles and expectations between the participating entities. This MOU provides a series of guidelines and policies relevant to the performance of the SRO and will be the guiding document that officers, school administrators, and students and their caregivers look to for structure and accountability. Nothing in the MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

### **I. PURPOSE**

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, and will promote a safe and positive learning environment and decrease the number of youths formally referred to the Juvenile Justice System.

### **II. MISSION**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities.

The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community.

The SRO will provide information on community resources available to students and parents.

Goals and objectives are designed to develop and enhance rapport among youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

### **III. SRO PROGRAM OVERVIEW:**

#### **The SRO Program Goals and Aims**

1. To prevent and reduce potential harm related to incidents of school violence.
2. To foster a positive school climate based on respect for all children and adults in the school.
3. To create partnerships with behavioral health experts and other care providers in the community for students and family referral.
4. To ensure a safe learning environment for all children and adults who enter the building.

The SRO Program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill four overall roles:

- 1) Law Enforcement
- 2) Positive School Climate/Crime Prevention
- 3) Education
- 4) Security

**Law Enforcement Role** - The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity rises to the level of a law enforcement activity shall be at the SRO's discretion after consultation with a school administrator. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than to the SRO.

While enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SRO's discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate/Crime Prevention** - One of the primary roles an SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administrators, teachers, and students,

and should strive to build a school culture of open communication and trust between and among students and adults by focusing on the SRO getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and who need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** - The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the educational fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

**Security** – The SRO shall take an active role in providing security at the school. In addition to conducting the above listed crime prevention activities, the SRO will monitor the entrance at the beginning and end of the day as students and staff are arriving and leaving the building. The SRO shall also monitor students and staff who exit and enter the building at recess times and during planned events that occur outside of the building. The SRO shall respond to suspicious circumstances and people whether observed by the SRO or reported by a student, staff member or parent. The SRO will work with school administrators, teachers, staff members, students and parents to continually look for ways to improve safety and security within the school and surrounding area.

#### **IV. OPERATIONAL PROCEDURES**

##### **A. Officer Recruitment and Selection**

CVCC HS and the BPD shall agree on guidelines for the selection of the officer to serve as the SRO in the CVCC HS. The ultimate selection process and appointment of the SRO is completed by the law enforcement agency.

The SRO should meet two general criteria:

- 1) Experience as a police officer and commitment to student well-being – SRO

must have a minimum of two years' experience as a patrol officer, be at least 21 years of age, and have interest in juvenile assignments. Interest in working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.

- 2) Successful performance – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

### **B. Training Requirements**

The City of Brecksville shall ensure that any officer assigned as an SRO for the CVCC HS meet all elements of R.C. 3313.951, including qualifications and background requirements, training, and professional development.

Prior to entering service as an SRO, officers shall complete a minimum of 40 hours of initial training approved by the Ohio Peace Officer Training Commission. The training must cover responsibilities and limitations of SROs, Ohio school laws, MOUs, child development, age-appropriate practices for conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting, and integrating SROs into a positive school environment. In addition, the SRO may receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence.

~~Finally, the SRO for the CVCC HS shall be made a Deputy Sheriff by the Cuyahoga County Sheriff and shall take an oath of office to be able to perform the SRO duties hereunder.~~

### **C. Chain of Command for the SRO**

The SRO will be ultimately accountable to the BPD Chain of Command. Moreover, while performing duties at the CVCC HS, so long as it does not conflict with the SRO's duties as a police officer, as determined by the BPD, the SRO may additionally receive direction from the principal of the building or his/her designee regarding school-related matters. In the event a conflict arises, the BPD and CVCC HS shall work cooperatively on the conflict in order to resolve it. The SRO is expected to cooperate with school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials.

## **D. Duties**

The primary function of the SRO is to help provide a safe and secure learning environment; foster a positive school climate; reduce/prevent crime; serve as an educational resource; and act as a liaison between the school and the BPD with respect to the CVCC HS.

The SRO and school Principal of the CVCC HS, or his/her designee, will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, the SRO should never be assigned to duties within the school in place of or in lieu of a certified teacher.

In the performance of his/her job, the SRO's duties may include but will not be limited to:

- 1) Enforcing criminal law and protect the students, staff, and public at large against criminal activity;
- 2) Maintaining a visible presence in and out of the building;
- 3) Initiating law enforcement actions when needed;
- 4) Fostering mutually respectful relationships with students and staff to support a positive school climate;
- 5) Providing information concerning questions about law enforcement topics to students and staff;
- 6) Providing classroom instruction, in consultation with the assigned teacher, on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills;
- 7) Coordinating investigative procedures between the SRO, BPD and school administrators;
- 8) Handling initial police reports of all crimes committed on campus;
- 9) If enforcement action on criminal matters occurring on the CVCC HS campus is necessary, it will be made by BPD in conjunction with the SRO. If the SRO witnesses or responds to a crime in progress or has probable cause to believe a crime was just committed, the SRO may take immediate enforcement action if deemed necessary. The SRO will immediately notify BPD and school administrators of the enforcement action. If BPD deems it appropriate to consult with school administrators concerning any enforcement action taken, they may do so at their discretion. The SRO may participate in this consultation if requested to do so. The final authority to take enforcement action will be with the BPD.
- 10) Attending school special events as needed; and
- 11) Collecting data on SRO activities (arrest, citations, etc.).

The list of duties is not exhaustive, and the SRO may be asked to perform other tasks that fall within the scope of this MOU.

### **E. Uniform and Equipment**

The SRO is to be in the uniform of the BPD. The BPD will provide the assigned personnel with such basic equipment as may be necessary and reasonable to carry out the duties anticipated by this MOU.

### **F. Daily Schedule**

The BPD Chief of Police and the BPD will make reasonable efforts to accommodate the needs of the CVCC HS when determining the SRO's schedule with consideration of the City of Brecksville's needs taking priority. The SRO's hours will follow those of the teaching staff in the building in which they are located.

### **G. Absence/Substitutions**

The CVCC HS understands and agrees that any short-term fill-in officer needed due to an SRO's absence for medical, personal leave, vacation, or any emergency, would not need to meet the same requirements as set out in Section IV, as such placement is temporary. To the extent possible, the CVCC HS and the BPD should develop and agree on a protocol for assigning and using substitute officers when the regular SRO is unavailable. Should the regularly assigned SRO become unavailable during the term of this agreement, the BPD's Chief of Police and the CVCC HS, or a designee, will meet to determine an appropriate replacement officer.

### **H. Special Events**

The SRO may work special events on an as-needed basis to be determined by the BPD and the school administrators, consistent with this MOU.

### **I. Summer Activity**

The SRO should accomplish as much of the required training as possible during the summer months when school is not in session. The SRO assigned to the CVCC HS will still be involved in summer projects coordinated by the CVCC HS and the City of Brecksville upon completion of the academic school year. The assignment of the SRO during the summer will be directed by the Chief of Police or his/her designee.

### **J. Role in Responding to Criminal Activity**

One of the roles of the SRO, as a law enforcement officer, is to engage in traditional criminal investigation and report-taking. As a police officer, the SRO has the authority to issue warnings, make arrests, and use alternatives to arrest at their discretion. The SRO however, performs their duties mindful of the parties' common goal of supporting student success. The following procedures

will help the SRO be effective as possible in this role:

- 1) School staff will contact the SRO to inform them of violent or other criminal activity that occurs on the school campus, while being mindful of supporting the common goal of student success. Moreover, the SRO will inform the BPD Chief or designee and school administration of all criminal activity they observe on the CVCC HS campus.
  
- 2) For any offense on the CVCC HS property, the SRO, working cooperatively with the BPD and the school administration, will be mindful of supporting the common goal of student success when making decisions regarding arrest and criminal involvement. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence will normally require the filing of charges at the SRO's and the BPD's Police Chief or designee's discretion but should be evaluated on a case-by-case basis in consultation with school officials, where such consultation is appropriate based on the SRO's and members of the BPD assigned to investigate the offense, knowledge and training. The SRO's powers to arrest will be governed by the Ohio Revised Code.
  
- 3) The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, which may serve as an alternative to arrest.

#### **K. Role in School Policy Violations**

The SRO is not a school disciplinarian and violations of the Student Code of Conduct or school rules that are not criminal matters should always be handled by school administration, faculty, and staff, not the SRO. The SRO should not directly intervene unless the situation directly presents an imminent threat to the health, safety, and security of the student or another person in the school.

In such cases, the SRO will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on the SRO's involvement should be developed and distributed to school staff.

The SRO will report school policy violations through the proper channels to be handled by the school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct at the CVCC HS, but it is not the responsibility of the SRO to enforce the rules in these documents.

## **L. Sharing of Information**

Communication and information sharing should be followed to facilitate a free flow of information between school officials and the SRO:

1. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, the Family Education Rights and Privacy Act codified as 20 USC 1232g et seq. ("FERPA"), the Ohio Student- Records Privacy Act codified at R.C. 3319.321 ("OSRPA"), and relevant, BPD and CVCC HS District policies.
2. The sharing of arrest-related information by the BPD Police Chief or designee with school administrators upon request, and at the direction of the BPD Police Chief or designee, will involve the dissemination of arrest reports and calls for service filed with the BPD or from other police agencies coming into contact with students from the CVCC HS. The SRO may assist the BPD Police Chief or designee, if requested to do so.
3. Juvenile fingerprints and photos as part of the Arrest Record will not be shared by the BPD Police Chief or designee, or the SRO.
4. If the SRO is aware of information on a student that is officially obtained by the BPD, which reflects that the student is in violation of CVCC HS Policy or the Student Code of Conduct, the SRO may forward that information to school administration.
5. If a student under the age of 18 is an uncharged suspect in a crime, his/her information will not be released unless authorized by the BPD Chief of Police.
6. Information which the SRO obtains from school personnel and which deals with criminal or possible criminal intelligence on the CVCC HS campus or involves a CVCC HS student will be forwarded to the BPD by the SRO as a criminal justice file. CVCC HS administration shall be made aware in a timely fashion if this occurs. This file may be shared with other BPD personnel and criminal justice agencies, but will not be part of the student's school record.
7. Hearsay information or rumors alone will be used by the SRO only in intelligence gathering or to validate the need for further investigation.
8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Brecksville limits, shall be relayed to the BPD. The BPD may relay that information to that police department's jurisdiction.



9. When any felony occurs on the CVCC HS campus, the SRO will contact the BPD Chief of Police or designee and the BPD OIC.
10. Any crime that prompts a response to a request for public records from the City of Brecksville or the CVCC HS will require the SRO to notify the BPD's Police Chief or designee, as applicable based on the request.
11. Any time the CVCC HS building is evacuated other than during a drill, the SRO will contact and advise CVD Radio. Then, as soon as practicable, the SRO and/or CVD Radio will contact the BPD.
12. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may have access to confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency, to the extent permitted under FERPA and OSRPA.
13. The BPD, the SRO and any BPD employees acknowledge their obligation under FERPA to keep confidential any personally identifiable student information provided or obtained pursuant to this MOU, or pursuant to the SRO's performance of job duties as an SRO under this MOU.

#### **M. Role in Locker, Vehicle, Personal, and Other Searches**

Searches of lockers, vehicles, personal searches, and other searches shall generally be undertaken by school administrators and not by the SRO.

The SRO will abide by CVCC HS search and seizure policies.

Unless there is a serious and immediate threat to student, teacher, or school safety, the CVCC HS in concert with the building Principal shall have final authority in the building for all noncriminal matters.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected. The SRO will abide by CVCC HS policy regarding search and seizure, as well as the following:

- i. Strip searches of students by the SRO are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other

physically invasive searches of a student.

For noncriminal matters, unless there is a serious and immediate threat to student, teacher, or school safety, the CVCC HS in concert with the building principal, shall have final authority in the building.

#### **N. Limits on Interrogations and Arrests**

1. **Interrogations** – Questioning and/or interrogating students on both disciplinary incidents and conduct that could result in criminal charges is generally handled by school administrators and not the SRO. The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda Rights in age-appropriate language and informing the student’s parent(s) or guardian(s). Parents/guardians shall be allowed sufficient time to arrive at school to be present for interrogation.
2. **Arrests** – Absent extenuating circumstances, incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school administrators rather than criminal law issues warranting formal law enforcement interventions.
  - i. The building Principal and the CVCC HS Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
  - ii. The student’s parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
  - iii. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students.
3. Any investigation of a reported crime occurring on the CVCC HS campus and/or subsequent prosecution of a defendant or delinquent juvenile offender attending the CVCC HS should be conducted by the BPD. The SRO may assist the BPD in the investigation and prosecution as requested.

### **O. Role in Critical Incidents**

The SRO will be familiar with the Emergency Operations Manual of the CVCC HS. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison among school administrators, police personnel, and other emergency resources if practical.

### **P. Role in Truancy-Issues**

Truancy will be handled by school personnel. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

### **Q. Body Worn Cameras**

When responding to any incident at CVCC HS the SRO or any Brecksville Police Officer shall:

- 1) Only activate the body worn camera when necessary for law enforcement purposes in order to protect individuals from a threat or concern regarding the health and safety of the community and its members. The camera shall not be activated during routine, daily interactions with students or staff.
- 2) To the extent possible, the SRO shall attempt to avoid recording staff and persons other than the involved parties.
- 3) To the extent possible, the SRO shall attempt to avoid recording educational activities.
- 4) The Guidelines of the Brecksville Police Department Policy # 423-Portable Audio/Video Recorders are to be followed.
- 5) Body worn camera video constitutes a police record and is therefore the property of the law enforcement agency and remains in its custody and subject to its policies and applicable law, including rules and regulations regarding exempting from disclosure images or identities of a child per ORC 149.43(A).

## **V. SCHOOL DISTRICT RESPONSIBILITIES**

The CVCC HS shall provide the SRO of the CVCC HS campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- 1) Access to a properly lighted private office, which shall contain a telephone and secure computer, which may be used for general business purposes.
- 2) A location for files and records which can be properly locked and secured.
- 3) A desk with drawers, chair, work table, filing cabinet, and office supplies.

- 4) The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- 5) The opportunity to provide input regarding criminal justice problems relating to students.
- 6) The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- 7) The CVCC HS Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- 8) School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.

The CVCC HS shall ensure that all staff members are aware of the roles and responsibilities of the SRO, including how to report any Student Code of Conduct or policy violations, or potentially criminal incidents.

## **VI. CRISIS PLANNING**

The CVCC HS, the BPD, and the Brecksville Fire Department will coordinate crisis planning and training. Each entity will be involved in updates and creation of new crisis plans.

Lock-down drills shall be included as part of the CVCC HS's preparedness plan. The BPD shall be included in the creation of lock-down procedures so that first responders are familiar with procedures. Lock-down procedures should be trauma-informed and consistent throughout the District.

## **VII. REVIEWING THE MOU AND THE SRO PROGRAM**

The assigned parties shall review the MOU/SRO Program annually and make adjustments as needed. Any revisions will be reflected in an updated MOU.

Complaints against the SRO shall follow the normal complaint process of the BPD directed to the BPD's Chief or designee and include notice to the appropriate school administrators. This process will be made known to parents and students through the BPD.

## **VIII. PROBLEM RESOLUTION**

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of

the CVCC HS and the Chief of the BPD or their designees.

## **IX. TERM**

The term of this MOU shall be for three (3) years, commencing on October 1, 2023 and ending on September 30, 2026. Any of these terms may be extended upon agreement of the parties.

## **X. TERMINATION OF AGREEMENT**

The parties agree that any party may terminate this MOU upon 30-days written notice without penalty. In the event that circumstances dictate that a prompt termination of this MOU is warranted, and the parties concur, the 30-day written notice shall be waived.

## **XI. COMPENSATION**

The City of Brecksville is responsible for 50% of the compensation of the one (1) SRO Officer assigned to the CVCC HS for SRO services, while the CVCC HS will be responsible for the other 50% of the compensation of the one (1) SRO assigned to the CVCC HS for SRO services. Compensation shall include costs associated with salary, OP & F Retirement, Medicare, Ohio Bureau of Workers Compensation and Medical/Dental Insurance. The total cost of compensation shall be based upon Billable Labor Rates for a Brecksville Police Officer provided by the City of Brecksville at the beginning of each School year.

## **XII. INDEPENDENT CONTRACTOR**

The BPD and any officer assigned as an SRO pursuant to this MOU agree to perform all services pursuant to this MOU as independent contractors, and further agree that no employment-related benefits or withholdings shall be paid for or made to the BPD and/or the School Resource Officer by the CVCC HS. In the event that any benefits or withholdings are later required by operation of law, or later determined to be required, the BPD agrees to reimburse the CVCC HS within ten (10) days following receipt of an invoice thereof.

## **XIII. INSURANCE**

The City of Brecksville shall maintain public liability insurance which shall cover the duties performed by the school resource officer and which shall name the CVCC HS as an additional insured. The CVCC HS will also maintain public liability insurance which will cover the school resource officer's duties and responsibilities as specified herein and will also name the City of Brecksville as an additional insured on said policy.

**XIV. UNENFORCEABLE PROVISION**

If any term or provision of this MOU is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this MOU shall remain in effect as if the illegal, unenforceable, or invalid term had never been contained therein.

**SIGNATURE OF PARTIES & SIGNATURE DATE**

**CITY OF BRECKSVILLE, OHIO**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jerry N. Hruby, Mayor/Safety Director

**BRECKSVILLE POLICE DEPARTMENT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Stanton A. Korinek, Chief of Police

**CUYAHOGA VALLEY CAREER CENTER**

By: \_\_\_\_\_ Date \_\_\_\_\_  
David L. Mangas, Jr., Superintendent

**Approved As To Form Only**

By: \_\_\_\_\_ Date \_\_\_\_\_  
David J. Matty, Law Director  
City of Brecksville



**DIE-MATIC CORPORATION AND CUYAHOGA VALLEY CAREER CENTER**

**TOOL & DIE APPRENTICESHIP – YEAR 1**


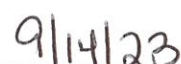
**\*\*THIS CONTRACT SUPERCEDES AUGUST 2023 CONTRACT\*\***

Cuyahoga Valley Career Center, hereinafter referred to as “CVCC”, will provide an instructor to teach a one hundred-fifty (150) hour training program to DIE-MATIC CORPORATION, hereinafter referred to as “the customer,” to begin on **10/10/2023** and continuing 16 weeks on Tuesdays and Thursdays from 4:00 pm to 9:00 pm for 1 student(s).

Cuyahoga Valley Career Center will provide classroom, machining lab, software, and other teaching aides for the apprenticeship curriculum. Textbooks are not needed or included. CVCC will provide administrative support that includes payment of the instructor’s wages

The cost of training to be provided by CVCC is \$2,500.00 per one (1) student. The terms of payment: CVCC will invoice the customer for the total (\$2,500.00 times number of students) which is due within 30 days of the first session.

		
_____ (Company Signature)	_____ Title	_____ Date

		
_____ (Signature)	_____ Title	_____ Date
_____ Marcy R. Green	_____ Assistant Superintendent	

Invoice information:

Company Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Address (include email address): \_\_\_\_\_



EXHIBIT A

Description of Services to be Performed by Laura Icardi/ACT Test Prep

- Laura Icardi/ACT Test Prep will conduct the class in a Cuyahoga Valley Career Center classroom as scheduled by ACT Test Prep and Cuyahoga Valley Career Center.
- Cuyahoga Valley Career Center will submit payment to Laura Icardi/ACT Test Prep within 14 days of the first class of the “12 hour ACT Prep Course” and within 14 days of the “1-Day” class.

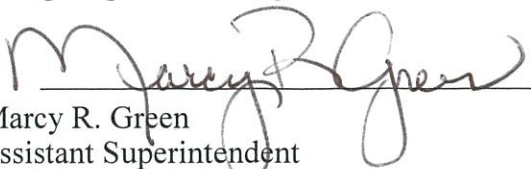
**Expectations:**


- Cuyahoga Valley Career Center will market the classes to the partner schools and on the Cuyahoga Valley Career Center website.
- Laura Icardi/ACT Test Prep will manage external marketing of the classes.
- Laura Icardi/ACT Test Prep will market the classes on the ACT Prep website with a link to the registration page on the Cuyahoga Valley Career Center website.
- Cuyahoga Valley Career Center will manage student registration and payment.
- The classroom will be available 30 minutes prior to the start of class.
- Classes will begin and end as scheduled.
- Laura Icardi/ACT Test Prep will communicate as required with Cuyahoga Valley Career Center staff via email and/or phone.
- Cuyahoga Valley Career Center will notify Laura Icardi/ACT Test Prep 4 days in advance if class is cancelled due to insufficient registration.

**Class Dates:**

1-Day Intensive SAT Prep	September 30, 2023	8am-2pm
1-Day Intensive ACT Prep	January 27, 2024	8am-2pm
3 Session SAT Prep	January 30, February 6, 13, 2024	6-8pm
1-Day Intensive ACT Prep	March 16, 2024	8am-2pm
1-Day Intensive SAT Prep	April 27, 2024	8am-2pm
1-Day Intensive ACT Prep	May 18, 2024	8am-2pm

By signing below, I agree to the terms of this Contracted Services Agreement.

  
 \_\_\_\_\_  
 Marcy R. Green  
 Assistant Superintendent  
 6/23/23  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Laura Icardi/ACT Test Prep  
 6/14/2023  
 \_\_\_\_\_  
 Date



## Contracted Services Agreement

Cuyahoga Valley Career Center and Laura Icardi/ACT Test Prep ("Contractor") enter into this contracted services agreement, as of the latter of the dates listed below.

IN CONSIDERATION OF THE TERMS BELOW, THE PARTIES AGREE AS FOLLOWS:

1. RELATIONSHIP. This is a contracted services agreement between independent contractors, neither of whom shall be considered to be an employee, agent, or joint-venture of the other. Contractor cannot assign the contract or delegate his/her duties under it. Contractor is not entitled to any compensation or benefits, including (but not limited to) any right to file a claim for workers' compensation or unemployment benefits.
11. POSITION/SERVICES. Cuyahoga Valley Career Center shall provide a classroom(s) for Contractor to conduct the ACT Prep Courses. Contractor shall perform those services set forth on the attached Exhibit A.
111. PAYMENT FOR SERVICES. Cuyahoga Valley Career Center shall pay Laura Icardi/ACT Test Prep \$170 per registered participant in the "12 hour ACT Prep Course" (Minimum 8 students) and \$85 per registered participant in the "6 hour ACT/SAT Prep Course" (Minimum 10 students).
- IV. TERM. This contract becomes effective when signed and shall continue from day to day. It is terminable at will by either party, with or without cause, immediately upon written notice to the terminated party.
- V. INSURANCE. Contractor must carry General Liability coverage.
- VI. ENTIRE AGREEMENT. This contract represents the entire agreement between the parties. It may not be changed or amended, unless the change or amendment is in writing and signed by both parties. If any term is deemed illegal or unenforceable, that term will be considered null and void, and the contract shall continue in a manner consistent with the intent of the parties and to the extent the law permits.



**IEC NORTHERN OHIO AND  
CUYAHOGA VALLEY CAREER CENTER  
APPRENTICE AGREEMENT**

**First through Fourth Year Program 2023-2024**

Cuyahoga Valley Career Center will provide classroom space with the usual teaching aids such as DVD player, dry-erase board and overhead projector. If requested, CVCC will provide additional equipment when available. The electrical lab can be made available upon special request with advanced notice. There will be no charge for occasional use.

Cuyahoga Valley will provide administrative support that includes payment of instructor's wages. The instructor is required to be state certified to teach and CVCC will provide the necessary form(s) to be completed and returned to CVCC for processing.

Programs are 4 hours per week, 36 weeks each, for a total of 576 instruction hours plus approved prep time as indicated below:

<b>Class</b>	<b>Class Size</b>	<b>Instructor</b>	<b>Base Rate</b>	<b>Rate w/ benefits</b>	<b>Hours /week</b>	<b>Annual Total</b>
1	25	Collister	35	41.48	7	10453.46
2	22	Ponstingle	28	33.18	7	8361.36
3	16	Batyreva	28	33.18	6.5	7764.12
4	7	Ponti	29	34.37	6	7424.09
					<b>Wage total:</b>	<b>34003.03</b>
					<b>CVCC portion:</b>	<b>10920.96</b>
					<b>IEC's portion:</b>	<b>23082.07</b>

CVCC will pay instructors per above table up to \$10,920.96 and IEC Northern Ohio will reimburse CVCC for all instructor wages above this amount (\$23,082.07).

Tuition is charged to IEC Northern Ohio based on student registrations one (1) month after the start date of the program. The contract covers a minimum required enrollment of 50 students and a maximum enrollment of 100. Student enrollment will not exceed 35 students per class.

Tuition is charged based on the following rates:

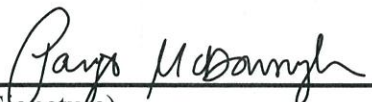

\$6.00 per hour for the first five students in the First, Second, Third, and Fourth Year Programs, and \$5.00 per hour for every student in excess of the first five.

IEC Northern Ohio will be invoiced one month after the start date of the program for the 50% of the instructor wages (\$11, 541.04) and 50% of the total tuition (currently estimated at \$26,640.00), for a total due of \$38,181.04.

The remaining 50% of the wages (\$11, 541.03) and the remaining tuition is due one month after the start of the second semester (February 6, 2024). Any other miscellaneous expenses (instructor unemployment benefits) charged to CVCC for IEC Northern Ohio instructors/representatives are the responsibility of IEC Northern Ohio. CVCC will invoice IEC Northern Ohio for these miscellaneous expenses at the end of the fiscal year.

Adjustments to student enrollment can be made within the first two weeks of class. The tuition charged to IEC Northern Ohio based on any reduction in student attendance shall not be reduced below \$20,000. The tuition will be invoiced as indicated above with 50% invoiced one month after the start of the program and the remaining 50% invoiced one month after the start of the second semester.

I agree to the above condition of this agreement.

	Executive Director	8/20/23
(Signature)	Title	Date
		
Paige McDonough		
IEC Northern Ohio		

	Asst. Superintendent	8/21/23
(Signature)	Title	Date
Marcy R. Green	Assistant Superintendent	
Cuyahoga Valley Career Center		

## YSU Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: <input type="text" value="Department of Labor"/>	
Pass-Through Entity (PTE): <b>Youngstown State University</b>	Subrecipient: <input type="text" value="Cuyahoga Valley Career Center"/>
PTE PI: <input type="text" value="Lindsey Ekstrand"/>	Sub PI: <input type="text" value="Terrilynn Brosseau"/>
PTE Federal Award No: <input type="text" value="DW-39206-22-60-A-39"/>	Subaward No: <input type="text" value="211604-24-03"/>
Project Title: <input type="text" value="QUEST Broadband and 5G Regional Node Structure"/>	
Subaward Period of Performance (Budget Period): Start: <input type="text" value="7/1/23"/> End: <input type="text" value="6/30/24"/>	
Amount Funded this Action (USD): <input type="text" value="194,073.00"/>	
Check all that apply: <input type="checkbox"/> Other Special Reporting Requirements (Attachment 4) <input checked="" type="checkbox"/> Cost Sharing (Attachment 5)	

**Terms and Conditions**

1. PTE hereby awards a cost reimbursable Subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices monthly by the 20<sup>th</sup> of the following month for allowable costs incurred to [acctspay@ysu.edu](mailto:acctspay@ysu.edu). Upon the receipt of proper invoices and supporting documentation, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using the PTE's standard invoice, subject to the Other Special Reporting Requirements outlined in Attachment 4. Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number and do not meet the requirements of Attachment 4 shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, show in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to the PTE's Financial Contact and [acctspay@ysu.edu](mailto:acctspay@ysu.edu), as shown in Attachment 3A, not later than 45 days after the  Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward, shall be directed to each party's Principal Investigator as shown in Attachment 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's  Contact, as shown in Attachment 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget . Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by the Subrecipient when sent to Subrecipient's  Contact, as shown in Attachment 3B.
8. Each Part shall be responsible for its negligent actions or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law and subject to the limitations of O.R.C. 3345.40.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

11. It is expressly understood and agreed by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until all applicable laws have been complied with and funds have been made available to the PTE by the PTE's funding source.
12. This agreement shall be construed and interpreted under the laws of the State of Ohio, without reference to its conflicts of laws provisions or the conflicts of law provisions of any other jurisdiction. The Parties agree that any disputes arising from or relating to this Agreement must be brought in the state and federal courts of Ohio.
13. It is expressly understood and agreed by the parties that PTE's duty to comply with Ohio Public Records law is not limited by this Agreement and that PTE's disclosure of records pursuant to Ohio Public Records law does not constitute a breach of this Agreement

By an Authorized Official of Pass-Through Entity:

By an Authorized Official of Subrecipient:

Name:   Date

Title:

Name:   Date

Title:

## Attachment 1

### Certifications and Assurances

Subaward Number:

211604-24-03

#### **Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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#### **Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

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#### **Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

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#### **Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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#### **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

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#### **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Attachment 2**  
Federal Award Terms and Conditions

Subaward Number:  
211604-24-03

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated

This Subaward Is:

- Research & Development
- Subject to FFATA

Federal Award Issue Date	FAIN	ALPT No.
9/26/2022	DW-39206-22-66	17.277
Assistance Listing Program Title (ALPT)		
WIOA NATIONAL DISLOCATED WORKER GRANTS		
Key Personnel Per NOA		
Youngstown State University		

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:  
 except for the following:
  - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the  Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms & Conditions and Agency-Specific requirements are replaced with Terms & Conditions (1) through (4) of this Subaward; and
  - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
  - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
  - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

**Special Terms and Conditions:**

**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and to only the extent required to meet the PTE's obligations to the Federal Government under its PTE Federal Award.

**Copyrights:**

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:   
If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:   
Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

Human Subjects    Vertebrate Animals    Human Subjects Exempt    No Human or Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the  as required above:

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that they appropriate IRB and/or IACUC are full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB/IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with the Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB/IACUC approval is not properly in place.

**Human Subjects Data** (Select One)

This section left intentionally blank

This section left intentionally blank

**Additional Terms**



**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:  
211604-24-03

**PTE Information**

Entity Name:

Legal Address:

Website:

**PTE Contacts**

Central Email:

Principal Investigator Name:

Email:  Telephone Number:

Administrative Contact Name: Severine Van slambrouck

Email: [svanslambrouck@ysu.edu](mailto:svanslambrouck@ysu.edu) Telephone Number: 330-941-2378

COI Contact Email (if different to above):

Financial Contact Name: Alycia Sutherin

Email: [aesutherin@ysu.edu](mailto:aesutherin@ysu.edu) Telephone Number: 330-941-3397

Email Invoices?  Yes  No Invoice Email: [acctspay@ysu.edu](mailto:acctspay@ysu.edu)

Authorized Official Name: Severine Van slambrouck

Email: [svanslambrouck@ysu.edu](mailto:svanslambrouck@ysu.edu) Telephone Number: 330-941-2378

**PI Address:**

Youngstown State University  
Division for Workforce Education and Innovation  
Melnick Hall, Suite 2100  
One University Plaza  
Youngstown, Ohio 44555

**Administrative Address:**  
Youngstown State University  
Office of Research Services  
Jones Hall 3009  
One University Plaza  
Youngstown, Ohio 44555

**Invoice Address:**  
Youngstown State University  
Accounts Payable  
Jones Hall 2011  
One University Plaza  
Youngstown, Ohio 44555

**Attachment 3B**  
Subrecipient Contacts

Subaward Number:  
211604-24-03

**Subrecipient Information for FFATA reporting**

Entity's UEI/DUNS Name: Cuyahoga Valley Career Center

EIN No.: 34-1055559 Institution Type: Public/State Controlled Inst. of Higher Education

UEI/DUNS: F2FZS8UA8MG4 Currently registered in SAM.gov:  Yes  No

Parent UEI/DUNS: Exempt from reporting executive compensation:  Yes  No (if no, complete 3pg)

*This section for U.S. Entities:* Zip Code [Look-up](#)  
Congressional District: OH-007 Zip Code+4: 44141-1296

**Place of Performance Information for FFATA reporting:**

8001 Brecksville Road  
Brecksville OH 44141-1296

**Subrecipient Contacts**

Central Email: aeinfo@cdccworks.edu

Website: www.cvccworks.edu

Principal Investigator Name: Terrilynn Brosseau

Email: tbrosseau@cvccworks.edu Telephone Number: 440-746-8210

Administrative Contact Name: Karen Janka

Email: kjanka@cvccworks.edu Telephone Number: 440-746-9206

Financial Contact Name: Richard Berdine

Email: rberdine@cvccworks.edu Telephone Number: 440-746-8203

Invoice/Payment Email: rberdine@cvccworks.edu

Authorized Official Name: Marcy Green

Email: mgreen@cvccworks.edu Telephone Number: 440-746-8228

**Legal Address:**

8001 Brecksville Road, Brecksville OH 44141-1296

**Administrative Address:**

8001 Brecksville Road, Brecksville OH 44141-1296

**Payment Address:**

8001 Brecksville Road, Brecksville OH 44141-1296

**Attachment 3B-2**  
Highest Compensated Officers

Subaward Number:  
211604-24-03

**Subrecipient:**

Institution Name:

PI Name:

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

**Attachment 4**  
Reporting and Prior Approval Terms

Subaward Number:  
211604-24-03

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- Monthly technical/progress reports will be submitted to the PTE's  by the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days of the end of each project quarter to the PTE's .
- Annual technical/progress reports will be submitted within  days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval if applicable.
- A Final technical/progress report will be submitted to the PTE's  within  days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by the PTE's  in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:    
Submit carryover requests to the

Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.

**Other Reports:**

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's  within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's  within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  
A negative report is required
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Additional Technical and Reporting Requirements:**

1. Subrecipient shall be reimbursed by YSU for goods/services rendered in accordance with the terms of the Agreement for allowable, allocable and reasonable costs, contingent upon YSU's receipt of a properly prepared invoice, along with supporting documents such as receipts, supplier invoices, payroll registers, etc. from the Subrecipient. Invoices shall be submitted by the 20th of the following month using YSU's Subrecipient's standard invoice (Attachment 6). The 30 day reimbursement payment requirement does not start until an acceptable invoice, including all necessary support, is received.
2. For failure to meet reporting requirements, YSU reserves the right to modify or terminate the contracted Agreement.
3. Match ratio must be in proportion to billing requests. At the discretion of YSU, payment can be withheld until match to reimbursement ratio is met (this will negate the 30 day payment requirement). YSU reserves the right to withhold the requested reimbursement payment beyond the 30 day required disbursement on any invoices received with inadequate support and/or if the ratio of direct/reimbursed costs to cost share/match does not meet the required grant to date ratio per the original contract terms as calculated on the invoice template. Once additional invoices are received that bring the ratio in balance, the reimbursement will be disbursed.
4. YSU reserves the right to forgo reimbursing Subrecipient and converting direct reimbursable costs to cost share at the end of the grant to meet the required ratio of direct cost to cost share/match. Therefore, if cost share provided is not greater than or equal to the proportionate cost share required based on the reimbursement requested, then YSU has the right to withhold reimbursement payments until the expenditures are proportionate with required cost share or can treat the expenditures as cost share.
5. Check the box marked FINAL on final invoices. If final reports are received more than 45 days after the contract end date, YSU is not required to make the final payment. YSU reserves the right to withhold payment on any invoices received after the final submission deadline. YSU may use these unpaid invoices as additional cost share/match.
6. On an annual basis, YSU will verify that the Subrecipient(s) has completed their single or independent audit, as applicable. YSU reserves the right to withhold payment of invoices if YSU does not receive a completed "Subrecipient Monitoring Certification" audit verification timely. A copy or a link to the entity's single or independent audit should be attached or included with the completed, signed certification and/or questionnaire (if required).

**Attachment 5**  
Statement of Work, Budget, Cost Sharing & Indirect

Subaward Number:  
211604-24-03

**Statement of Work**

Below  Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Purpose: As part of the implementation of Ohio's Broadband and 5G Workforce Strategy, regional hubs will be placed across JobsOhio's six-region map and will provide resources to local communities to create the talent pipeline needed for local businesses. Youngstown State University (YSU) was selected to lead the regional hub to help expand Ohio's Broadband and 5G Sector partnership across all of Team Neo's 18-county footprint. YSU's Northeast Ohio node partners include: Ashland University; Cleveland State University; Cuyahoga County Community College; Lorain County Community College; North Central State College; Cuyahoga Valley Career Center; and the Cleveland Cuyahoga Workforce Board.

Scope of work: Cuyahoga Valley Career Center, hereinafter referred to as "CVCC", will support this initiative in partnership with Youngstown State University, hereinafter referred to as "YSU" by offering two programs in the Broadband and 5G space: Telecommunication Tower Technician (TTT) and Fiber Optic Technician (FOT). CVCC has acquired industry donations of equipment and supplies valued at \$21,032. CVCC will acquire the remaining equipment supplies necessary utilizing grant funding from YSU for TTT safety Items and PPE (estimated at \$179,852), and a new Fusion Splicer for FOT (estimated at \$14,221) totaling \$194,073. These estimates are based on the attached list of supplies. Should funds exceed the equipment/supply cost, CVCC will use remaining funds for activities to raise awareness of Broadband and 5G career opportunities.

**Budget Information**

<b>Indirect Information</b>	Indirect Cost Rate (IDC) Applied <input type="text" value="0"/> %	Cost Sharing <input type="text" value="Yes"/>
Rate Type: <input type="text" value="Other (add in blank box)"/>		If Yes, include amount: \$ <input type="text" value="\$ 21,032.00"/>

**Budget Details**  Below  Attached,  pages

Safety Items and PPE: \$179,852  
 Fusion Splicer: \$14,221  
 Total: \$194,073

Leverage resources (cost-share)  
 Industry donated equipment: \$21,032

**Budget Totals**

Direct Costs	<input type="text" value="\$ 194,073.00"/>
Indirect Costs	<input type="text" value="\$ 0.00"/>
<b>Total Costs</b>	<input type="text" value="\$ 194,073.00"/>

*All amounts are in United States*

*Dollars*

## Attachment 6

Notice of Award (NOA) and any additional documents

Subaward Number:

211604-24-03

The following include:

- NOA
- YSU's Subaward Invoice Template
- Additional documentation referenced throughout the Subaward

**APPENDIX 1: EXAMPLE OF AN ACCEPTABLE INVOICE**

**SUBAWARD NOTICE**

Subaward Recipient's Letterhead

Name of Subaward Recipient  
 Address of Subaward Recipient  
 City, State, Zip Code

Invoice Date:

Purchase Order #:

YSU Grant #####  
 Project Title: "Name"  
 Subaward Number:

Check if Final Invoice

Subaward Period of Performance:

Invoice Period of Performance:

Invoice Number:

Reimbursed Expenditures	Budget	Current Period of Expenditures	Cumulative Expenditures	Remaining Balance
Salaries and Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-	-
Supplies	-	-	-	-
Equipment <\$5,000	-	-	-	-
Equipment >\$5,000	-	-	-	-
Travel	-	-	-	-
Business-Related & Entertainment	-	-	-	-
Other	-	-	-	-
<b>Total Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Total amount requested on current invoice** \$ -

Cost Share	Budget	Current Cost Share	Cumulative Cost Sharing	Remaining Balance
Description	\$ -	\$ -	\$ -	\$ -
Description	-	-	-	-
	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Subagreement and Primary Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-35812).

\_\_\_\_\_  
 Subrecipient authorized representative name and title

\_\_\_\_\_  
 Email address/Phone Number

\_\_\_\_\_  
 Subrecipient authorized representative Signature

\_\_\_\_\_  
 Date

Email this invoice, along with supporting documentation, to: [acctspay@ysu.edu](mailto:acctspay@ysu.edu)

# OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

**G-2425-15-0157**

## RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and the Youngstown State University (SUBGRANTEE) is created pursuant to the Subgrant awarded by ODJFS to SUBGRANTEE. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

The information below is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.332:

SUBGRANTEE's System for Award Management Unique Entity ID is C5BNR8SHXMM4.

The Subgrant is made pursuant to the Quality Jobs, Equity, Strategy and Training (QUEST) Disaster Recovery National Dislocated Worker Grants, awarded by the United States Department of Labor (DOL), on Federal Award Date for the performance period of September 26, 2022 to September 30, 2024.

The total amount of this federal award to ODJFS is \$9,000,000.00. The total amount of funds awarded to SUBGRANTEE is specified in ARTICLE III of this Agreement.

The Federal Project Officer for this grant is Carl Stahlheber at stahlheber.carl@dol.gov. The Regional Office telephone number is 312-596-5400.

The Catalogue of Federal Domestic Assistance (CFDA) number is 17.277.

The Federal Award Identification Number (FAIN) is DW-39206-22-60-A-39.

This Agreement is not for research and development purposes.

The federal award project description for this Agreement is summarized as follows: The federal award is made available in accordance with the Quality Jobs, Equity, Strategy and Training (QUEST) Disaster Recovery National Dislocated Worker Grant funding opportunity, TEGL No. 2-22. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the full project description can be obtained at <http://usaspending.gov>, under the Federal Award Title.

- A. ODJFS issued a Request for Grant Application (RFGA) titled Broadband and 5G regional Node Structure, numbered JFSR2425158270, and dated March 1, 2023, which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of SUBGRANTEE, submitted by SUBGRANTEE by April 7, 2023 which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application, or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of ODJFS.

## DEFINITIONS

- A. For the purposes of this Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal controls," "management decision," "non-Federal entity," "nonprofit organization," "Office of Management and Budget (OMB)," "pass-through entity,"



“single audit,” “state,” “subaward” and “subrecipient” have the same meanings as provided in 2 CFR Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the “OMB Omni-Circular”.

- B. For the purposes of this Agreement, the terms “federal awarding agency,” “equipment,” “real property,” “recipient,” “subaward,” “subrecipient,” “supplies,” “suspension and debarment,” and “termination” have the same meanings as provided in 2 CFR Part 200, adopted by the DOL with exceptions see 2 CFR 2900.4.

#### **ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES**

- A. The purpose of this Agreement is to establish a multi-partner node in a JobsOhio region to support the work of the Ohio Broadband & 5G Sector Partnership (“Sector Partnership”). The regional node is a decentralized, local approach to implementing Ohio’s broadband and 5G workforce strategy outlined by the Governor’s Office of Workforce Transformation (OWT). The Sector Partnership, housed at the Ohio State University and led by the Wireless Infrastructure Association, is part of a larger effort by OWT and BroadbandOhio to grow the workforce needed to expand broadband access and 5G in Ohio. This agreement will engage SUBGRANTEE and its implementation partners in expanding access to broadband curriculum, training, employment and other activities in the specified region.

SUBGRANTEE will work with its implementation partners to advance the following pillars of the workforce strategy in the region:

1. increasing broadband industry career awareness;
2. establishing and scaling education and training programs; and
3. capitalizing on state and federal funding mechanisms to reduce cost and bring solutions to market quickly.

- B. SUBGRANTEE will work with its identified implementation partners to:

1. Implement the QUEST regional node plan contained in SUBGRANTEE’s Application;
2. Pilot relevant education and training programs developed by the Sector Partnership prior to wider distribution to other entities;
3. Identify and recruit individuals to enter broadband industry training, especially from historically-marginalized populations;
4. Provide workforce development services as appropriate to at least one hundred (100) individuals to enable them to afford and complete training;
5. Refer program completers and other qualified job seekers to broadband employment opportunities;
6. Assist broadband employers in the region with recruiting and training the talent they need; and
7. Propose modifications to the QUEST regional node plan and budget as changes occur by submitting the updated plan or budget to the ODJFS Agreement Manager for review and approval, and implement such changes if approved.

- C. SUBGRANTEE will ensure that individuals enrolling in and completing broadband and 5G training programs in the region, and their employment outcomes, are documented in the reporting system(s) to be identified by ODJFS and in accordance with the manner and timeframes to be specified by ODJFS.

SUBGRANTEE will host quarterly convenings with local telecommunications and education stakeholders, submit quarterly updates of key activities and accomplishments, and submit an annual report to ODJFS with qualitative and quantitative results. Reports may include the following:

1. Progress on the development and distribution of curriculum and training programs related to broadband and 5G;

2. Business participation and leadership;
  3. Collaboration among industry, education, training providers, government agencies, and other organizations;
  4. Number of partners contributing to and receiving benefits from the Sector Partnership;
  5. Number of QUEST participants and other trainees recruited, enrolled, and served including the number from historically-marginalized populations;
  6. Status of, updates to, and expected completion of deliverables defined in the regional node plan contained in SUBGRANTEE's Application; and
  7. Other information requested by ODJFS and the Governor's Office of Workforce Transformation.
- B. The ODJFS Agreement Manager is Jeffrey Johnson, or successor.
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 business days after SUBGRANTEE's receipt of the requests or instructions. ODJFS and SUBGRANTEE expressly understand that any requests or instructions will be strictly tailored to ensure the successful completion of the Subgrant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. SUBGRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.
- D. The SUBGRANTEE to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by ODJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB Omni-Circular, 2 CFR Part 200. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Omni-Circular 2 CFR Part 200, Subpart D and F for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

## **ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT**

- A. This Agreement will be in effect from July 1, 2023 or the date of signature of the ODJFS Director, whichever is later, through September 30, 2024, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both ODJFS and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify SUBGRANTEE when this certification is given.

## **ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS**

- A. The total amount of the Subgrant is \$883,912.00. ODJFS will provide SUBGRANTEE with funds in an amount up to \$766,804.00 for State Fiscal Year (SFY) 2024 and up to \$117,108.00 for SFY 2025, expressly to perform the Subgrant activities. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.

- B. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs will require a written amendment to this Agreement.
- C. SUBGRANTEE shall provide for allowable costs in accordance with the indirect cost rate. The federally approved indirect cost rate for the federal award for this Agreement is 15% of the federal Negotiated Indirect Cost Rate Agreement. The indirect cost rate total for this Agreement is \$60,359.00.
- D. It is further agreed that reimbursement of travel expenditures shall not exceed \$2,866.00 for SFY 2024 and \$716.00 for SFY 2025, which amount(s) is/are included in the total compensation figure(s) above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. SUBGRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.
- E. Compensation will be made as reimbursement for actual, allowable expenditures incurred per Subgrant activity and paid by SUBGRANTEE during the billing period pursuant to SUBGRANTEE's accepted budget as attached and incorporated herein as Attachment A.
- F. SUBGRANTEE will submit one copy of a detailed invoice on a monthly basis to ODJFS, Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. SUBGRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. SUBGRANTEE's name, complete address, and federal tax identification number;
  2. Agreement number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, Subgrant activities completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement;
  5. Description of Subgrant activities performed during the billing period;
  6. Receipt or other proof of cost;
  7. If applicable, the total program costs, verification of the non-federal match, program relationship to the federal grant and administrative costs; and
  8. Other documentation requested by the ODJFS Agreement Manager.
- G. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to 2 CFR Part 2900 as well the OMB Omni-Circular, 2 CFR Part 200, including but not limited to the following federal rules:
1. **Standards for financial and program management.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 2 CFR Part 200 Subpart D and E, including, but not limited to:
    - a. Fiscal and accounting procedures;
    - b. Accounting records;
    - c. Effective internal control over cash, real and personal property, and other assets;
    - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;

- e. Source documentation and cash management; and
  - f. Written procedures to implement the requirements of 2 CFR 200.305 Payment; and
  - g. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 Subpart E and the terms and conditions of the Federal award.
2. **Period of Performance and Closeout.** Pursuant to 2 CFR 200.309, 2 CFR 200.343 and 2 CFR 2900.15, SUBGRANTEE and its subgrantee(s) may charge to the award only allowable costs resulting from obligations incurred during this Agreement period. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the funding period unless otherwise specified herein.
3. **Cost Sharing or Matching.** Matching or cost sharing requirements applicable to the federal program must be satisfied by allowable costs incurred or third party in-kind contributions, as provided in 2 CFR 2900.8 and 2 CFR 200.306, and subject to the qualifications, exceptions, and requirements of that section.
4. **Program Income.** Program income, as defined in 2 CFR 200.307, must be used as specified in this section and the federal grant award.
5. **Real Property.** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 2 CFR 200.311.
6. **Intangible Property.** If SUBGRANTEE is authorized to use Subgrant funds for the development of intellectual property, the intellectual property developed shall be governed by the provisions in 2 CFR 2900.13, 2 CFR 200.315 and terms of this Agreement.
7. **Equipment.** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 2 CFR 200.313.
8. **Supplies.** Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 2 CFR 200.314.
- H. SUBGRANTEE expressly understands that ODJFS will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- I. SUBGRANTEE expressly understands that ODJFS does not have the ability to compensate SUBGRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per SFY. SUBGRANTEE must submit final invoices for payment for each SFY no later than 90 calendar days after the end date of each SFY, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- J. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

#### ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 2 CFR Part 2900 and OMB Omni-Circular, 2 CFR 200.501. SUBGRANTEE must have an entity-wide single audit.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Omni-Circular, 2 CFR 200.508 that include, but are not limited to:

1. Proper identification of federal awards received;
2. Maintenance of required internal controls;
3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
4. Procure or otherwise arrange for the audit required in accordance with 2 CFR 200.509, and ensure proper performance and timely submission of the audit in accordance with 2 CFR 200.512;
5. Preparation of appropriate financial statements, including a schedule of federal award expenditures in accordance with 2 CFR 200.510;
6. Promptly follow up and take corrective action on audit findings that include the preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with 2 CFR 200.511; and
7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this ARTICLE.

#### **ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon 30 calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections A or B above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
  1. ODJFS loses funding as described in ARTICLE III;
  2. ODJFS discovers any illegal conduct by SUBGRANTEE; or
  3. SUBGRANTEE has violated any provision of ARTICLE IX.

Suspension or termination under this provision shall not entitle SUBGRANTEE to any rights or remedies described in Section E of this ARTICLE

- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:
  1. Cease performance of the suspended or terminated Subgrant activities;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Subgrant activities, and refusing any additional orders;
  3. Prepare and furnish a report to ODJFS, that describes the status and percentage of completion of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;
  4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; and
  5. Perform any other tasks ODJFS requires.

- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by SUBGRANTEE.
- F. Upon SUBGRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

#### **ARTICLE VI. NOTICES**

- A. ODJFS and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from SUBGRANTEE that concern changes to SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### **ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION**

SUBGRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Subgrant activities relative to this Agreement:

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. SUBGRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. SUBGRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. SUBGRANTEE agrees that it shall not use any information, systems, or records made available to it, or that it collects or maintains for any purpose other than to fulfill the obligations specified herein. SUBGRANTEE specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by SUBGRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. SUBGRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Subgrant activities of this Agreement. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of

ODJFS and the State of Ohio. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.

- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61 and shall defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, or similar action is initiated during this time period, SUBGRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3 year period if the action is resolved prior to the end of the 3 year period, unless otherwise directed below in Section E of this ARTICLE. If applicable, SUBGRANTEE must meet the requirements of the OMB Omni-Circular, 2 CFR Part 200, Subpart D and F. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is five (5) years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. SUBGRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require SUBGRANTEE to keep the records longer than the approved records retention schedule. SUBGRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If SUBGRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. If applicable, SUBGRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d through 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). SUBGRANTEE further agrees to include the terms of this Section G in any subgrant agreements that may be executed pursuant to this Agreement.

#### ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. It is agreed that line item budget modifications may be made, in writing, upon approval ODJFS Agreement Manager without a written amendment pursuant to ARTICLE III. Any written amendment to this Agreement will be prospective in nature.
- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of ODJFS. SUBGRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least 10 days prior to the desired effective date. SUBGRANTEE understands that any assignments and transfers will be

subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Subgrant amount specified in ARTICLE III of this Agreement.

C. **Subawards.**

1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 2 CFR 200.201.
2. **Suspension and Debarment.** As provided in 2 CFR 200.205, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs and must comply with 2 CFR Part 180.
3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 2 CFR 200.320 and 2 CFR 415.1. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring and Reporting Program Performance.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 2 CFR 200.328.

D. **Duties as Pass-through Entity.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a subrecipient, SUBGRANTEE, as a pass-through entity, must follow the procedures and requirements specified in 2 CFR 200.331 and must perform duties, including but not limited to:

1. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1). When some of this information is not available, the SUBGRANTEE will provide the best information available to describe the federal award;
2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS and any subsequent pass-through entity;
3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved;
4. Ensure that subrecipients expending Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year;
5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
6. Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action;
7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records;
8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this section; and
9. Ensure that any subgrant agreement includes the approved indirect cost rate negotiated between the subrecipient and the federal government, or other indirect cost rate information as required.



**ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS**

By accepting this Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.

1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals:

- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
- b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

2. **Qualifications to Conduct Business.** SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Subgrant activities.

3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.

4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.

1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

**2. Fair Labor Standards and Employment Practices.**

- a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
- b. In carrying out this Agreement, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
- c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
- d. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.

**3. Ethics and Conflicts of Interest Laws.**

- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. SUBGRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until ODJFS determines that participation would not be contrary to public interest.

**4. Lobbying Restrictions.**

- a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Agreement exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.

- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.
5. **Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable Sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, SUBGRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, SUBGRANTEE agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.** SUBGRANTEE, a public university, certifies that by executing this Agreement, it has reviewed and understands ODJFS' obligation under Governor's Executive Orders 2019-12D and 2022-02D, and will perform no services required under this Agreement outside of the United States.
11. **Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), this Agreement may be terminated without penalty if SUBGRANTEE or any subcontractor or subgrantee paid with Subgrant funds:
  - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subgrants are in effect, or
  - b. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subgrants.
  - c. SUBGRANTEE agrees that it shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
  - d. ODJFS has the right to immediately and unilaterally terminate this Agreement if any provision in this Section is violated and ODJFS may implement Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.

12. **Civil Rights Assurance.** The SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
13. **Clean Air Act and Federal Water Pollution Control Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Rights to Inventions.** If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
15. **Certification of Compliance.** SUBGRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. SUBGRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to SUBGRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. SUBGRANTEE's sole and exclusive remedy for ODJFS's failure to perform under this Agreement is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items of patent or copyright and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.

- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- G. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

#### ARTICLE XI. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT**

**SIGNATURE PAGE**

**G-2425-15-0157**

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Youngstown State University

Ohio Department of Job and Family Services

Severine Van  
slambrouck, Director  
of Research Services  
Digitally signed by Severine Van  
slambrouck, Director of Research  
Services  
Date: 2023.06.06 06:43:49 -04'00'



Authorized Signature

Matt Damschroder, Director

Severine Van slambrouck

**Jun 14, 2023**

Printed Name

Date

6/6/2023

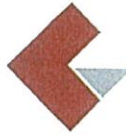
Date

One University Plaza  
Youngstown, Ohio 44555

30 East Broad Street, 32nd Floor  
Columbus, Ohio 43215

Youngstown State University  
QUEST Regional Node Budget

I. Personnel Costs			SFY24		SFY25	TOTAL
Position	Salary (15 months)	% of time on project	7/1/23 - 6/30/24	7/1/24 - 9/30/24		
Director-YSU	\$121,550	50%	\$ 48,620	\$ 12,155	\$ 60,775	
Program Manager-YSU	\$80,000	40%	\$ 32,000	\$ 8,000	\$ 40,000	
Coordinator-YSU	\$56,500	100%	\$ 45,200	\$ 11,300	\$ 56,500	
<b>Personnel Sub-Total</b>			<b>\$ 125,820</b>	<b>\$ 31,455</b>	<b>\$ 157,275</b>	
<b>II. Fringe Benefits of University and Community College Staff</b>			SFY24		SFY25	TOTAL
YSU salaries	39%	157,275	\$ 49,070	\$ 12,267	\$ 61,337	
<b>Fringe Benefit Sub-Total:</b>			<b>\$ 49,070</b>	<b>\$ 12,267</b>	<b>\$ 61,337</b>	
<b>III. Travel Costs</b>						
A. Staff Travel-YSU			\$ 2,866	\$ 716	\$ 3,582	
<b>Travel Sub-Total</b>			<b>\$ 2,866</b>	<b>\$ 716</b>	<b>\$ 3,582</b>	
<b>IV. Supplies</b>						
B. Supplies-YSU			\$ 2,960	\$ 740	\$ 3,700	
<b>Supplies Sub-Total</b>			<b>\$ 2,960</b>	<b>\$ 740</b>	<b>\$ 3,700</b>	
<b>V. Outreach Costs</b>						
media-YSU			\$ 4,000	\$ 1,000	\$ 5,000	
printing-YSU			\$ 400	\$ 100	\$ 500	
<b>Outreach Sub-Total</b>			<b>\$ 4,400</b>	<b>\$ 1,100</b>	<b>\$ 5,500</b>	
<b>VI. Training Program Development Costs</b>						
			\$ -	\$ -	\$ -	
<b>Training Program Development Sub-Total</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>VII. Sub-Awards and Contracts</b>						
A. YSU Contract Instructor			\$ 40,000	\$ 10,000	\$ 50,000	
B. Cuyahoga Community College Sub-award			\$ 162,800	\$ 22,325	\$ 185,125	
C. Lorain County Career Center Sub-award			\$ 85,879	\$ 21,470	\$ 107,349	
D. North Central State College Sub-award			\$ 18,200	\$ 2,800	\$ 21,000	
E. Ashland University Sub-award			\$ 32,449	\$ 2,163	\$ 34,612	
F. Cuyahoga Valley Career Center Sub-award			\$ 194,073	\$ -	\$ 194,073	
<b>Sub-Awards and Contracts Sub-Total</b>			<b>\$ 533,401</b>	<b>\$ 58,758</b>	<b>\$ 592,159</b>	
<b>VIII. Total Direct Costs</b>			<b>\$ 718,516</b>	<b>\$ 105,037</b>	<b>\$ 823,553</b>	
<b>IX. Indirect Costs (15% of Federal NICRA)</b>			<b>\$ 48,287</b>	<b>\$ 12,072</b>	<b>\$ 60,359</b>	
<b>X. TOTAL PLANNED BUDGET</b>			<b>\$ 766,804</b>	<b>\$ 117,108</b>	<b>\$ 883,912</b>	



**CAM Engineered Products AND CUYAHOGA VALLEY CAREER CENTER**


**MACHINING TECHNOLOGY APPRENTICESHIP – YEAR 1 – Part 1**


**Gavin Seitz**

Cuyahoga Valley Career Center, hereinafter referred to as “CVCC”, will provide an instructor to teach a one fifty (50) hour training program to CAM Engineered Products, hereinafter referred to as “the customer,” to begin on 8/1/2023 and continuing 5 weeks on Tuesdays and Thursdays from 4:00 pm to 9:00 pm for 2 student(s).

Cuyahoga Valley Career Center will provide classroom, machining lab, software, and other teaching aides for the apprenticeship curriculum. Textbooks are not needed or included. CVCC will provide administrative support that includes payment of the instructor’s wages

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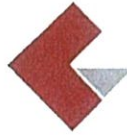
	<i>Plant Manager</i>	<i>8/24/23</i>
(Company Signature)	Title	Date

		<i>8/24/23</i>
(Signature)	Title	Date
Marcy R. Green	Assistant Superintendent	

Invoice information:

Company Name:	Voss Industries, I.J.C.
Attention:	Accounts Payable
Address (include email address):	1000 W Bagley Rd., Berea, OH 44017 apInvoice@VOSSIND.com





**CAM Engineered Products AND CUYAHOGA VALLEY CAREER CENTER**

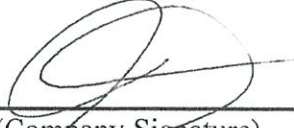
MACHINING TECHNOLOGY APPRENTICESHIP – YEAR 1– Remaining Sections


**Gavin Seitz**

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The cost of training to be provided by CVCC is \$1,665.00 per one (1) student. The terms of payment: CVCC will invoice the customer for the total (\$1,665.00 times number of students) which is due within 30 days of the first session.

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(Company Signature)	Title	Date

		<i>8/24/23</i>
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Marcy R Green	Assistant Superintendent	

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**CAM Engineered Products AND CUYAHOGA VALLEY CAREER CENTER**


**MACHINING TECHNOLOGY APPRENTICESHIP – YEAR 2 – Part 1**

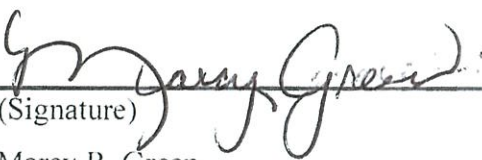
**Austin Chomoa**

Cuyahoga Valley Career Center, hereinafter referred to as “CVCC”, will provide an instructor to teach a fifty (50) hour training program to CAM Engineered Products, hereinafter referred to as “the customer,” to begin on 8/1/2023 and continuing 5 weeks on Tuesdays and Thursdays from 4:00 pm to 9:00 pm for 2 student(s).

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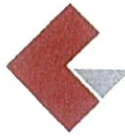
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	<i>Plant Manager</i>	<i>8/24/23</i>
(Company Signature)	Title	Date

	<i>Plant Manager</i>	<i>8/24/23</i>
(Signature)	Title	Date
Marcy R. Green	Assistant Superintendent	

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**CAM Engineered Products AND CUYAHOGA VALLEY CAREER CENTER**


**MACHINING TECHNOLOGY APPRENTICESHIP – YEAR 2 – Part 1**


**Kyle Saengchareun**

Cuyahoga Valley Career Center, hereinafter referred to as “CVCC”, will provide an instructor to teach a fifty (50) hour training program to CAM Engineered Products, hereinafter referred to as “the customer,” to begin on 8/1/2023 and continuing 5 weeks on Tuesdays and Thursdays from 4:00 pm to 9:00 pm for 2 student(s).

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(Company Signature)	Title	Date

		<i>8/24/23</i>
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Marcy R. Green	Assistant Superintendent	

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**CAM Engineered Products AND CUYAHOGA VALLEY CAREER CENTER**


**MACHINING TECHNOLOGY APPRENTICESHIP – YEAR 2– Remaining Sections**


**Austin Chomoa**

Cuyahoga Valley Career Center, hereinafter referred to as “CVCC”, will provide an instructor to teach a one hundred fifty (150) hour training program to CAM Engineered Products, hereinafter referred to as “the customer,” to begin on 9/5/2023 and continuing 20 weeks on Tuesdays and Thursdays from 4:00 pm to 9:00 pm for 2 student(s).

Cuyahoga Valley Career Center will provide classroom, machining lab, software, and other teaching aides for the apprenticeship curriculum. Textbooks are not needed or included. CVCC will provide administrative support that includes payment of the instructor’s wages

The cost of training to be provided by CVCC is \$2,415.00 per one (1) student. The terms of payment: CVCC will invoice the customer for the total (\$2,415.00 times number of students) which is due within 30 days of the first session.

	<i>PLANT MANAGER</i>	<i>8/24/23</i>
(Company Signature)	Title	Date

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**CAM Engineered Products AND CUYAHOGA VALLEY CAREER CENTER**

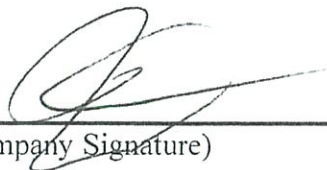
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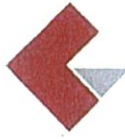
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**CAM Engineered Products AND CUYAHOGA VALLEY CAREER CENTER**


**MACHINING TECHNOLOGY APPRENTICESHIP – YEAR 4 – Part 1**

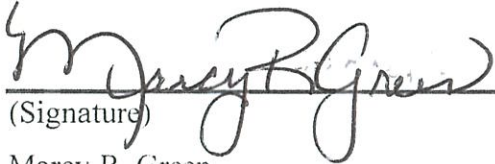
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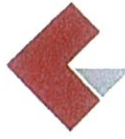
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**CAM Engineered Products AND CUYAHOGA VALLEY CAREER CENTER**

**MACHINING TECHNOLOGY APPRENTICESHIP – YEAR 4 – Part 1**


**Tyler Moody**

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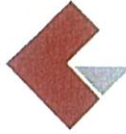
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**CAM Engineered Products AND CUYAHOGA VALLEY CAREER CENTER**

MACHINING TECHNOLOGY APPRENTICESHIP – YEAR 4 – Remaining Sections

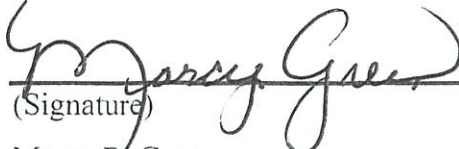
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**CAM Engineered Products AND CUYAHOGA VALLEY CAREER CENTER**


MACHINING TECHNOLOGY APPRENTICESHIP – YEAR 4 – Remaining Sections

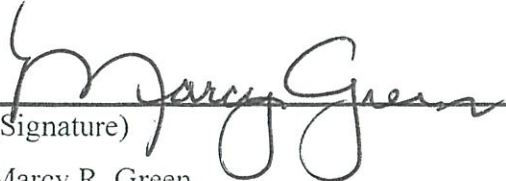
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**CONSTRUCTION RESOURCES, INC.**

33900 Station Street  
Solon, OH 44139  
(440) 248-9800 FAX (440) 248-9939

**PROPOSAL**

FOR CONSULTING SERVICES

Page No. 1 of 1 Page

To: Mr. Michael D. McDade Business Manager Cuyahoga Valley Career Center 8001 Brecksville Road Brecksville, OH 44141	SERVICE: Roof Project Design and Bid	
	AREAS: 9 and 13	
	PHONE: 440-838-8909 EMAIL: <a href="mailto:mmcdade@cvccworks.edu">mmcdade@cvccworks.edu</a>	DATE: 9/12/23

We hereby submit the following outline for consulting services:  
 Upon your acceptance of this proposal, Construction Resources, Inc. will be engaged to prepare detail drawings and construction documents for the roof replacement of areas 9 and 13 with their associated window and siding installation, in accordance with our previous study recommendations, for an Owner project budget of approximately \$1,960,080. Adjustment to the budgets may be needed after design is complete. Makarich Engineering will assist CRI in design for a fee of \$1,000; this fee is included in the proposed fee below. CVCC will engage their own MEP for the RTU and exhaust fans scope and their documents will be included with CRI design documents. The liability for the work to be contracted lies with the awarded contractor and the manufacturers of the products they install.


We will prepare a draft package of full specifications and drawings for your approval. We will design roof systems and associated window/siding scope of repairs. Subsequent to your approval of the design documents, we will provide a listing of qualified contractors that should be invited to the private prebid meeting. We will be present at the prebid meeting to answer appropriate bidder questions and explain the scope of the project. We will assist in reviewing the bids and in recommending the bid to accept.

The draft plans and specifications will be reviewed with you within 120 days from acceptance of this proposal and your approval to proceed.

A separate proposal for a field observation and/or contract administration and project meeting service will be submitted, upon your request.

**WE PROPOSE** hereby to furnish consulting services—complete in accordance with this outline, for the sum of:  
 Ninety-Nine Thousand Four and Zero/100-----dollars (\$ 99,004.00)

Payable as follows: Net 30 days from billing

The Consultant's services consist of those services done by Construction Resources, Inc., its employees, or outside consultants who may be required to perform the intended scope of work as outlined. The services provided by the Consultant, its findings, or reports prepared will be in accordance with its proposal, Owner's acceptance of these agreements, and generally accepted principles and practices of the industry. In performing its services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its industry. Statements made in reports by the Consultant are opinions based on Judgment and are not to be construed as representations of fact. Consultant's liabilities are limited to the total amount of the fee charged to the client.	Authorized signature:    Bud Griffith, President
	NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

**ACCEPTANCE OF PROPOSAL** -- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_