CUYAHOGA VALLEY CAREER CENTER

October 2026 Board Meeting

October 29, 2026, 6:00 p.m. | Conference Room A

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CUYAHOGA VALLEY CAREER CENTER

September 2026 Board Meeting

September 24, 2026, 6:00 p.m. | Conference Room A

MINUTES

MINUTES

Cuyahoga Valley Career Center Board of Education

September 2026 Board Meeting

Thursday, September 24, 2026 | 6:00 p.m. | Conference Room A

In Attendance: Jacquelyn Arendt; Jennifer Burke; Thandeka Cox, Rhonda Crawford; Andrew Head; Rachel Malec; Linda O'Neill; Gary Suchocki; James Virost

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

Mrs. Burke called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Mrs. Arendt _____ Mrs. Burke _____ Ms. Cox _____
Mrs. Crawford _____ Mr. Head _____ Mrs. Malec _____
Mrs. O'Neill _____ Mr. Suchocki _____ Mr. Virost _____

IV. APPROVAL OF AGENDA

Motion to approve the agenda as presented.

ROLL CALL:

Mrs. Burke _____ Ms. Cox _____ Mrs. Crawford _____
Mr. Head _____ Mrs. Malec _____ Mrs. O'Neill _____
Mr. Suchocki _____ Mr. Virost _____ Mrs. Arendt _____
Move: **Mrs. Crawford** Second: **Mrs. Arendt** Status: **Passed: 9-0**

V. PRESIDENT'S REPORT

* Food Services Annual Report

VI. SUPERINTENDENT'S REPORT

* Student Enrollment
* Facilities & Operations Presentation
* News Flash | Student Connection | Alumni Spotlight

VII. BOARD COMMENTS

VIII. COMMITTEE REPORTS

- Policy Committee, Rachel Malec, Chairperson: September 24, 2026, at 5:00 p.m. in Conference Room B.

  First Reading of the following policies:

Policy No.	Policy Name
3440	Job-Related Expenses
4440	Job-Related Expenses
5421	Grading
6220	Budget Preparation
6320	Purchasing and Bidding
6325	Procurement – Federal Grants/Funds
6423	Use of Credit Cards
6425	Use of District Tax Exempt Certificate
6460	Vendor Relations
6465	Affinity, Rewards, or Other Discount Programs
7540.09	Artificial Intelligence ("AI")
8500	Food Services

IX. APPROVAL OF MINUTES

- *Board of Education Regular Meeting Minutes, August 27, 2026*
- *Business & Finance Committee Meeting Minutes, August 27, 2026*

ROLL CALL:

Ms. Cox _____ Mrs. Crawford _____ Mr. Head _____
Mrs. Malec _____ Mrs. O'Neill _____ Mr. Suchocki _____
Mr. Virost _____ Mrs. Arendt _____ Mrs. Burke _____
Move: **Ms. Cox** Second: **Mr. Suchocki** Status: **Passed: 9-0**

X. COMMENTS FROM THE PUBLIC

The Board values and encourages public comments 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.

XI. FINANCES

Resolution # **2026-9 28** Routine Items recommended (may be handled as one motion).

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

1. **Treasurer's Report:**
   Acceptance of the Financial Report for the month of August 2026.
   - *Board Financial Report August 2026*

   2026-9 28 (1)

2. **Transfer of Funds:**
   Approve transferring the following:

   * $57,304.97 from General Fund (001) to Permanent Improvement Fund – Technology (003-9002)

   2026-9 28 (2)

ROLL CALL:

Mrs. Crawford _____ Mr. Head _____ Mrs. Malec _____
Mrs. O'Neill _____ Mr. Suchocki _____ Mr. Virost _____
Mrs. Arendt _____ Mrs. Burke _____ Ms. Cox _____
Move: **Mr. Virost** Second: **Mrs. Arendt** Status: **Passed: 9-0**

XII. NEW BUSINESS – Personnel

Resolution # **2026-9 29** 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, title, 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

1. **Employment:**
   Per Resolution **#2026-5 19 (3)**, employ Randi Borosh as Administrative Assistant to the Assistant Superintendent, effective August 31, 2026, through June 30, 2027, on a one-year limited contract for 260 days annual, at Administrative Assistant, Step 10 per the Administrative, Support and Classified Exempt Employees Compensation and Fringe Benefit Plan.

   2026-9 29 (1)

B. CERTIFICATED

1. **Adult Education 2026-27 Instructors' List:**
   Approve the addition of Matthew Ankeny, Tatiana Epprecht, and Gwendolyn Miklovic to the 2026-27 part-time Adult Education Instructors' List.

   2026-9 29 (2)

2. **High School Substitute Teachers' List 2026-27 School Year:**
   Approve the addition of Jennifer Cortez, Paula Kijowski, and Kim Stopak to the 2026-27 High School Substitute Teachers' List as assigned and approved.

   2026-9 29 (3)

3. **Approve Supplemental:**
   In accordance with Article 12, Section J. "Other Supplementals" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve Michael Zana, Health Career Instructor, to be compensated for extra planning in the amount of $41.90 per day and period coverage of $54.43 per day for coordinating Health Careers A and Health Careers B beginning August 28, 2026, until no longer needed.

   2026-9 29 (4)

4. **Approve Supplemental:**
   In accordance with Article 12, Section J. "Other Supplemental" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve Victoria Vachon, Science Instructor, to be compensated for extra planning in the amount of $41.90 per day for instructional support of Health Careers A beginning August 28, 2026, until no longer needed.

   2026-9 29 (5)

5. **Resignation/Retirement:**
   Accept the resignation of Lynn Vincent, Transition-to-Work Instructor, effective June 30, 2027.

   2026-9 29 (6)

6. **Replacement:**
   Replace Transition-to-Work Instructor.

   2026-9 29 (7)

7. **Salary Adjustments – Additional College Credits:**
   Approve salary adjustments due to additional course work, per the Cuyahoga Valley Federation of Teachers Negotiated Agreement.
   - *CVFT Salary Adjustments*

2026-9 29 (8)

8. **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 listed staff person(s) for professional growth days. Professional growth days are granted outside of the normal working day.
   - *Professional Growth – September 2026*

2026-9 29 (9)

9. **Overnight Field Trip:**
   Approve student overnight field trip for the SkillsUSA Ohio Fall Conference for all eligible students, instructors, educational aides, administrators, and Superintendent. The conference will take place in Columbus, Ohio, November 12-13, 2026. In accordance with Article 12, "Additional Compensation, F. Student Activities" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors', students', and administrators' travel expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

2026-9 29 (10)

10. **Overnight Field Trip:**
    Approve a student overnight field trip for Regional Officer Training Institute (ROTI) for all eligible students, instructors, educational aides, administrators, and Superintendent. The training will take place at Deer Creek State Park in Mount Sterling, Ohio, January 18-21, 2027. In accordance with Article 12, "Additional Compensation, F. Student Activities" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors', students', and administrators' travel expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

2026-9 29 (11)

11. **Overnight Field Trip:**
    Approve student overnight field trip for the SkillsUSA State Conference for all eligible students, instructors, educational aides, administrators, and Superintendent. The competition will take place in Columbus, Ohio, April 7-9, 2027. In accordance with Article 12, "Additional Compensation, F. Student

Activities" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors', students', and administrators' travel expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

2026-9 29 (12)

12. **Overnight Field Trip:**
Approve student overnight field trip for the SkillsUSA National Leadership & Skills Conference for all eligible students, instructors, educational aides, administrators, and Superintendent. The competition will take place in Atlanta, Georgia, June 21-26, 2027. In accordance with Article 12, "Additional Compensation, F. Student Activities" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors', students', and administrators' travel expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

2026-9 29 (13)

13. **Overnight Field Trip:**
Approve student overnight field trip for the Business Professionals of America (BPA) State Conference for all eligible students, instructors, educational aides, administrators, and Superintendent. The competition will take place in Columbus, Ohio, February 22-23, 2027. In accordance with Article 12, "Additional Compensation, F. Student Activities" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors', students', and administrators' travel expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

2026-9 29 (14)

14. **Overnight Field Trip:**
Approve student overnight field trip for the Business Professionals of America (BPA) National Conference for all eligible students, instructors, educational aides, administrators, and Superintendent. The competition will take place in Denver, Colorado, May 5-9, 2027. In accordance with Article 12, "Additional Compensation, F. Student Activities" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors', students', and administrators' travel expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

2026-9 29 (15)

15. **Overnight Field Trip:**
Approve student overnight field trip for the Health Occupation Students of America (HOSA) State Conference for all eligible students, instructors, educational aides, administrators, and Superintendent. The competition will take place in Toledo, Ohio, April 13-15, 2027. In accordance with Article 12, "Additional Compensation, F. Student Activities" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors', students', and administrators' travel expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

2026-9 29 (16)

16. **Overnight Field Trip:**
Approve student overnight field trip for the Health Occupation Students of America (HOSA) National Conference for all eligible students, instructors, educational aides, administrators, and Superintendent. The competition will take place in Philadelphia, Pennsylvania, June 22-25, 2027. In accordance with Article 12, "Additional Compensation, F. Student Activities" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors', students', and administrators' travel expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

2026-9 29 (17)

17. **Overnight Field Trip:**
Approve student overnight field trip for the Educator's Rising State Conference for all eligible students, instructors, educational aides, administrators, and Superintendent. The competition will take place in Columbus, Ohio, March 2-3, 2027. In accordance with Article 12, "Additional Compensation, F. Student Activities" of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors', students', and administrators' travel expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

2026-9 29 (18)

18. **Overnight Field Trip:**
Approve student overnight field trip for the Educator's Rising National Conference for all eligible students, instructors, educational aides, administrators, and Superintendent. The competition will take place in Columbus, Ohio, June 17-20, 2027. In accordance with Article 12, "Additional Compensation, F. Student Activities" of the Agreement between Cuyahoga Valley

Career Center and the Cuyahoga Valley Federation of Teachers, approve eligible instructors for Student Activity pay. Instructors', students', and administrators' travel expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.
2026-9 29 (19)

ROLL CALL:

Mr. Head _____ Mrs. Malec _____ Mrs. O'Neill _____
Mr. Suchocki _____ Mr. Virost _____ Mrs. Arendt _____
Mrs. Burke _____ Ms. Cox _____ Mrs. Crawford _____
Move: **Ms. Cox** Second: **Mrs. Malec** Status: **Passed: 9-0**

XIII. NEW BUSINESS – Non-personnel

Resolution # **2026-9 30** Other Items Recommended (may be handled as one motion).

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

1. **Disposal of Inventory Items:**
   Approve the disposal of inventory items as listed:
   - *Disposals September 2026*

   2026-9 30 (1)

2. **Amend Professional Meeting Days:**
   Amend **Resolution # 2026-1 8 (3)** to change dates of Carol Maitland's conference from June 28-July 2, 2026, to June 27-July 2, 2026.
   2026-9 30 (2)

3. **Professional Meeting Days:**
   Approve Terri Lynn Brosseau, Adult Education Director, to attend the Council on Occupational Education Annual Meeting in Atlanta, Georgia, November 2-5, 2026. Expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip subject to cancellation by Superintendent dependent upon world events.
   2026-9 30 (3)

4. **Professional Meeting Days:**
   Approve Terri Lynn Brosseau, Adult Education Director, to participate as an Accreditation Team member for the Council on Occupational Education in Houston, Texas, February 7-11, 2027. Expenses to be paid by the Council on Occupational Education. Trip subject to cancellation by Superintendent dependent upon world events.
   2026-9 30 (4)

5. **Professional Meeting Days:**
   Approve Claudette Knestrick, Student Support Services, to attend the Florida Association of Student Financial Aid Administrators Clock Hour Workshop in St. Petersburg, Florida, November 1-4, 2026. Expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip subject to cancellation by Superintendent dependent upon world events.
   2026-9 30 (5)

6. **Associate District Expense Reimbursement for CVCC Functions:**
   Approve reimbursement of up to $125.21 per day per substitute teacher for associate district teaching staff who attend various CVCC functions during the school day and associated student transportation costs during the 2026-27 school year.
   2026-9 30 (6)

7. **Approve Agreement:**
   Approve agreement between Cuyahoga Valley Career Center and Desidara for Website Support for the 2026-27 school year.
   - *Desidara SLA-Website Support*

   2026-9 30 (7)

8. **Approve Agreements:**
   Approve agreements between Cuyahoga Valley Career Center and NVent for CVCC to provide training to employees.
   - *nVent: Pneumatics and Hydraulics Training Agreement*
   - *nVent: Machining Tool Introduction Agreement*

   2026-9 30 (8)

9. **Approve Agreement:**
   Approve agreement between Cuyahoga Valley Career Center and Martindale Electric Company for CVCC to provide training.
   - *Martindale Electric Company: Machine Technology Apprenticeship (Miller)*

   2026-9 30 (9)

10. **Approve Agreement:**
    Approve agreement between Cuyahoga Valley Career Center and Nestle for CVCC to provide training.
    - *Nestle: Machining Fundamentals Agreement*

    2026-9 30 (10)

11. **Approve Agreement:**
    Approve agreement between Cuyahoga Valley Career Center and Ross Ruprecht for CVCC to provide training.
    - *Ross Ruprecht: Module 2 - Machine Tool Introduction Agreement*

    2026-9 30 (11)

12. Approve Agreement:

Approve agreement between Cuyahoga Valley Career Center and SimX, Inc. for CVCC to purchase two (2) software simulation packages to be used to support Adult Education health career programs.

- *SimX, Inc. Agreement*

2026-9 30 (12)

13. Approve Memorandum of Understanding:

Approve Memorandum of Understanding between Cuyahoga Valley Career Center and Ashland University to establish a pilot partnership to create a training pathway for individuals pursuing careers in telecommunications and tower technology.

- *Ashland University: MOU Pilot Partnership*

2026-9 30 (13)

ROLL CALL:

Mrs. Malec _____ Mrs. O'Neill _____ Mr. Suchocki _____
Mr. Virost _____ Mrs. Arendt _____ Mrs. Burke _____
Ms. Cox _____ Mrs. Crawford _____ Mr. Head _____
Move: **Mrs. Crawford** Second: **Mr. Head** Status: **Passed: 9-0**

XIV. MOTION TO GO TO EXECUTIVE SESSION (Board will reconvene after Executive Session; action may be taken): 6:38 p.m.

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

ROLL CALL:

Mr. Suchocki _____ Mr. Virost _____ Mrs. Arendt _____

Mrs. Burke _____ Ms. Cox _____ Mrs. Crawford _____

Mr. Head _____ Mrs. Malec _____ Mrs. O'Neill _____

Move: **Mrs. Arendt** Second: **Mr. Suchocki** Status: **Passed: 9-0**

XV. CALL TO ORDER FOLLOWING EXECUTIVE SESSION
7:33 p.m.

XVI. Motion to add the following resolution(s) to the September 24, 2026, Board Agenda.

ROLL CALL:

Mr. Virost _____ Mrs. Arendt _____ Mrs. Burke _____
Ms. Cox _____ Mrs. Crawford _____ Mr. Head _____
Mrs. Malec _____ Mrs. O'Neill _____ Mr. Suchocki _____
Move: **Mrs. Crawford** Second: **Mrs. Arendt** Status: **Passed; 9-0**

XVII. NEW BUSINESS – Personnel (continued):
Resolution # **2026-9 31** Personnel Items.

Move to accept the following personnel recommendation, conditioned on statues of the state as revised and consolidated into general provisions, title, chapters and sections including all bills passed and filed contained in the Ohio Revised Code, as recommended by the Superintendent.

1. Resignation/Retirement:
   Accept the retirement of Michael Hall, High School Principal, effective January 31, 2027.

ROLL CALL:

Mrs. Arendt _____ Mrs. Burke _____ Ms. Cox _____
Mrs. Crawford _____ Mr. Head _____ Mrs. Malec _____
Mrs. O'Neill _____ Mr. Suchocki _____ Mr. Virost _____
Move: **Ms. Cox** Second: **Mrs. Crawford** Status: **Passed: 9-0**

XVIII. NEW BUSINESS – Personnel (continued):
Resolution # **2026-9 32** Personnel Items Recommended (may be handled as one motion).

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

1. **Resignation/Retirement:**
   Accept the resignation of Dena Jurcisek, Health Careers Instructor, effective August 27, 2026.
   2026-9 32 (1)

2. **Reinstate Position – Health Careers Instructor:**
   Reinstate full-time instructor for the Health Careers Program for the 2026-27 school year.
   2026-9 32 (2)

3. **Employment:**
   Per Resolution # **2026-9 32 (2)**, employ Daniella Stanis as Health Careers Instructor, effective September 25, 2026, on a one-year limited contract, at Step 5A, payable in 26 biweekly installments per the Cuyahoga Valley Federation of Teachers Negotiated Agreement.
   2026-9 32 (3)

4. **Teacher 2026-27 Extended Service Contract:**
   Approve the extended service contract for the 2026-27 school year, contingent upon certification and enrollment, in accordance with Article 12 of the Agreement between Cuyahoga Valley Career Center Board of Education and the Cuyahoga Valley Federation of Teachers.
   EXTENDED SERVICE
   * Daniella Stanis
   2026-9 32 (4)

ROLL CALL:

Mrs. Burke _____ Ms. Cox _____ Mrs. Crawford _____
Mr. Head _____ Mrs. Malec _____ Mrs. O'Neill _____
Mr. Suchocki _____ Mr. Virost _____ Mrs. Arendt _____
Move: **Mr. Suchocki** Second: **Mrs. O'Neill** Status: **Passed: 9-0**

XIX. ADJOURN

7:36 p.m.
ROLL CALL:

Ms. Cox _____ Mrs. Crawford _____ Mr. Head _____
Mrs. Malec _____ Mrs. O'Neill _____ Mr. Suchocki _____
Mr. Virost _____ Mrs. Arendt _____ Mrs. Burke _____
Move: **Ms. Cox** Second: **Mrs. Crawford** Status: **Passed: 9-0**

***Next meeting: Thursday, October 29, 2026, in Conference Room A, immediately following All Boards' Dinner at 4:30 p.m. in Architectural & Mechanical Design Program.**

*APPROVED: _____

*ATTESTED: _____

*DATE: _____

Cuyahoga Valley Career Center

Policy Committee Meeting Minutes

Date: September 24, 2026
Location: Conference Room B
Start Time: 5:00 p.m.
End Time: 5:18 p.m.
Attendees: Chairperson Rachel Malec, Board Members Jennifer Burke and Andy Head, Superintendent David Mangas, Assistant Superintendent Marcy Green, and Assistant Principal Ashlee Ward

Reports

The Policy Review Committee met on Thursday, September 24, 2026, to review and discuss each of the policies listed for review at this time. The modifications in the policies are a result of legislation during this past year, as well as other recommendations to update or complete existing policy. The Committee recommended that these policies be prepared for First Reading during the September 24, 2026, Board Meeting.

Policy Review

The following policy updates were reviewed and discussed by the Policy Review Committee:

Policies for 1st Reading:

Po3440	Job-Related Expenses
Po4440	Job-Related Expenses
Po5421	Grading
Po6220	Budget Preparation
Po6320	Purchasing and Bidding
Po6325	Procurement – Federal Grants/Funds
Po6423	Use of Credit Cards
Po6425	Use of District Tax Exempt Certificate
Po6460	Vendor Relations
Po6465	Affinity, Rewards, or Other Discount Programs
Po7540.09	Artificial Intelligence ("AI")
Po8500	Food Services

Approved

Attested

Date

CUYAHOGA VALLEY CAREER CENTER

September, 2026

Richard A. Berdine, Treasurer

2026-27

Cuyahoga Valley Career Center

Forecast Comparison - General Operating Fund - September 2026

CUYAHOGA VALLEY CAREER CENTER

	Current Month FCST Estimate	Current Month Actuals	Prior FY Month Actuals	Variance-Current Month Actuals to Estimate	Explanation of Variance
Revenue:					
1.010 - General Property Tax (Real Estate)	$ 700,000	$ 4,542,460	$ 630,568	$ 3,842,460	timing of tax advances compared to prior fiscal years, County distributions in flux following implementation of property tax reform legislation
1.020 - Public Utility Personal Property Tax	$ 149,000	$ 353,880	$ 135,632	$ 204,880	timing of tax advances/settlements compared to prior fiscal years
1.035 - Unrestricted Grants-in-Aid	$ 120,500	$ 117,476	$ 115,460	$ (3,024)	
1.040 - Restricted Grants-in-Aid	$ 43,380	$ 43,167	$ 81,508	$ (213)	
1.050 - Property Tax Allocation	$ 996,385	$ -	$ 972,385	$ (996,385)	HB186 supplement for inflationary cap posted her per State instructions but revenue estimate part of General Property Tax estimate above for FCST, will be corrected for February 2027 FCST update
1.060 - All Other Operating Revenues	$ 171,600	$ 255,278	$ 199,599	$ 83,678	timing of interest earnings compared to prior fiscal years
1.070 - Total Revenue	$ 2,180,865	$ 5,312,261	$ 2,135,152	$ 3,131,396	
Other Financing Sources:					
2.050 - Advances In	$ -	$ -	$ -	$ -	
2.060 - All Other Financing Sources	$ 5	$ -	$ 341	$ (5)	
2.080 Total Revenue and Other Financing Sources	$ 2,180,870	$ 5,312,261	$ 2,135,493	$ 3,131,391	
Expenditures:					
3.010 - Personnel Services	$ 736,000	$ 707,312	$ 724,836	$ 28,688	timing of payments compared to prior fiscal years
3.020 - Employees' Retirement/Insur. Benefits	$ 258,770	$ 259,259	$ 244,817	$ (489)	
3.030 - Purchased Services	$ 242,000	$ 193,801	$ 220,764	$ 48,199	timing of payments compared to prior fiscal years
3.040 - Supplies and Materials	$ 86,000	$ 80,842	$ 82,189	$ 5,158	
3.050 - Capital Outlay	$ 3,868	$ -	$ 1,187	$ 3,868	
3.060 - Intergovernmental	$ -	$ -	$ -	$ -	
4.300 - Other Objects	$ 77,000	$ 126,525	$ 68,339	$ (49,525)	timing of payments compared to prior fiscal years primariy due to tax settlements
4.500 - Total Expenditures	$ 1,403,638	$ 1,367,739	$ 1,342,131	$ 35,899	
Other Financing Uses:					
5.010 - Operating Transfers-Out	$ -	$ 57,305	$ 551,000	$ (57,305)	timing of transfer request to PI fund for furniture purchase included in facilities plan and financial forecast
5.020 - Advances Out	$ -	$ -	$ -	$ -	
5.030 - All Other Financing Uses	$ -	$ -	$ -	$ -	
5.050 - Total Expenditures and Other Financing Uses	$ 1,403,638	$ 1,425,044	$ 1,893,131	$ (21,406)	
Surplus/(Deficit) for Month	$ 777,232	$ 3,887,217	$ 242,362	$ 3,109,985	

Cuyahoga Valley Career Center

Forecast Comparison - General Operating Fund - September 2026

CUYAHOGA VALLEY CAREER CENTER

	Current FYTD FCST Estimate	Current FYTD Actuals	Prior FYTD Actuals	Variance- Current FYTD Actuals to Estimate	Explanation of Variance
Revenue:					
1.010 - General Property Tax (Real Estate)	$ 7,260,731	$ 7,590,250	$ 7,253,043	$ 329,519	timing of tax advances compared to prior fiscal years, County distributions in flux following implementation of property tax reform legislation, HB186 supplement for inflationary cap recorded in Property Tax Allocation below
1.020 - Public Utility Personal Property Tax	$ 369,000	$ 353,880	$ 339,736	$ (15,120)	timing of tax settlements compared to prior fiscal years
1.035 - Unrestricted Grants-in-Aid	$ 391,907	$ 389,532	$ 376,624	$ (2,375)	
1.040 - Restricted Grants-in-Aid	$ 128,223	$ 130,221	$ 235,833	$ 1,998	
1.050 - Property Tax Allocation	$ 996,385	$ 1,456,307	$ 972,385	$ 459,922	Homestead/rollback payment not yet received from State due to delays in tax settlements, HB186 supplement for inflationary cap posted here per State instructions, will be corrected for February 2027 FCST update
1.060 - All Other Operating Revenues	$ 378,444	$ 418,500	$ 442,589	$ 40,056	timing of interest earnings compared to prior fiscal years
1.070 - Total Revenue	$ 9,524,690	$ 10,338,690	$ 9,620,210	$ 814,000	
Other Financing Sources:					
2.050 - Advances In	$ 185,000	$ 185,000	$ 157,000	$ -	
2.060 - All Other Financing Sources	$ 37	$ -	$ 341	$ (37)	
2.080 Total Revenue and Other Financing Sources	$ 9,709,727	$ 10,523,690	$ 9,777,551	$ 813,963	
Expenditures:					
3.010 - Personnel Services	$ 2,310,166	$ 2,227,688	$ 2,193,969	$ 82,478	timing of payments compared to prior fiscal years, just filled three vacant positions (career specialist, business liaison, asst. supt. adm. asst.), one career specialist position still open
3.020 - Employees' Retirement/Insur. Benefits	$ 747,813	$ 745,968	$ 683,554	$ 1,845	
3.030 - Purchased Services	$ 699,660	$ 696,059	$ 648,909	$ 3,601	timing of payments compared to prior fiscal years
3.040 - Supplies and Materials	$ 294,250	$ 215,809	$ 274,143	$ 78,441	timing of payments compared to prior fiscal years
3.050 - Capital Outlay	$ 5,588	$ -	$ 11,637	$ 5,588	
3.060 - Intergovernmental	$ -	$ -	$ -	$ -	
4.300 - Other Objects	$ 316,318	$ 311,531	$ 277,579	$ 4,787	
4.500 - Total Expenditures	$ 4,373,795	$ 4,197,055	$ 4,089,791	$ 176,740	
Other Financing Uses:					
5.010 - Operating Transfers-Out	$ 528,000	$ 603,140	$ 3,142,560	$ (75,140)	timing of transfer requests to PI fund, overall transfers included in forecast are sufficient
5.020 - Advances Out	$ 185,000	$ 185,000	$ 185,000	$ -	
5.030 - All Other Financing Uses	$ -	$ -	$ -	$ -	
5.050 - Total Expenditures and Other Financing Uses	$ 5,086,795	$ 4,985,195	$ 7,417,351	$ 101,600	
Surplus/(Deficit) FYTD	$ 4,622,932	$ 5,538,495	$ 2,360,200	$ 915,563	

Cuyahoga Valley Career Center

Revenue Analysis Report - General Operating Fund Only - FY27

	Local Revenue				State Revenue				
	Taxes								
	Real Estate	Personal Property	Interest	Other Local	Unrestricted Grants-in-Aid	Property Tax Allocation	Restricted Grants-in-Aid	Non-Operating*	Total Revenue
July	1,460,731	-	87,469	75	120,407	-	41,463	-	**1,710,145**
August	1,587,059	-	76,128	(450)	151,649	1,456,307	45,591	185,000	**3,501,283**
September	4,542,460	353,880	82,755	172,523	117,476	-	43,167	-	**5,312,261**
October	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-
Totals	**$7,590,250**	**$353,880**	**$246,352**	**$172,148**	**$389,533**	**$1,456,307**	**$130,220**	**$185,000**	**$10,523,690**
% of Total	**72.13%**	**3.36%**	**2.34%**	**1.64%**	**3.70%**	**13.84%**	**1.24%**	**1.76%**	

*Non-Operating Revenue includes advances in, and refund of prior year expenditures.

Cuyahoga Valley Career Center

Expenditure Analysis Report - General Operating Fund - FY27

	Salaries	Benefits	Services	Supplies	Equipment	Intergov.	Other-Dues/Fees	Non-Operating*	Total Expenses
July	809,166	235,596	194,660	57,250	-	-	172,318	-	1,468,991
August	711,210	251,113	307,596	77,717	-	-	12,688	730,835	2,091,160
September	707,312	259,259	193,801	80,842	-	-	126,525	57,305	1,425,044
October	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	.	-
February	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-
TOTALS	**$2,227,689**	**$745,968**	**$696,057**	**$215,809**	**$0**	**$0**	**$311,532**	**$788,140**	**$4,985,195**
% of Total	**44.69%**	**14.96%**	**13.96%**	**4.33%**	**0.00%**	**0.00%**	**6.25%**	**15.81%**	

Non-Operating expenses include advances and transfers out.

Operating Fund includes General Fund (001) only

Cuyahoga Valley Career Center

September 2026



FINSUMM Financial Summary

Fund	Fund Name	Beginning Balance 7/1/2026	Monthly Receipts	Fiscal Year To Date Receipts	Monthly Expenditures	Fiscal Year To Date Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001	General Fund	$20,528,169.11	$5,312,261.22	$10,523,689.86	$1,425,044.41	$4,985,195.16	$26,066,663.81	$1,267,260.99	$24,799,402.82
003	Permanent Improvement	$5,351,041.02	$57,304.97	$482,145.93	$1,709,989.84	$4,090,848.01	1,742,338.94	$1,051,981.69	690,357.25
006	Food Service	$16,808.51	$3,683.40	$189,227.15	$14,380.56	$127,595.53	78,440.13	$23,866.49	54,573.64
008	Endowment	$37,306.55	$94.16	$307.46	$0.00	$4,000.00	33,614.01	$0.00	33,614.01
009	Uniform School Supplies	$12,197.77	$980.48	$114,178.01	$15,813.11	$76,043.31	50,332.47	$36,951.35	13,381.12
011	Rotary-Special Services	$125,649.97	$278.00	$526.59	$3,251.52	$4,090.47	122,086.09	$19,864.67	102,221.42
012	Adult Education	$1,361,374.51	$105,048.02	$331,331.66	$318,475.39	$655,083.64	1,037,622.53	$121,850.31	915,772.22
018	Public School Support	$368,846.44	$6,102.64	$142,935.36	$5,484.45	$10,083.44	501,698.36	$29,938.65	471,759.71
019	Other Grants	$63,203.72	$0.00	$0.00	$405.06	$7,188.15	56,015.57	$3,411.58	52,603.99
022	District Agency	$23,982.82	$16,746.62	$61,899.86	$15,502.75	$67,654.13	18,228.55	$0.00	18,228.55
200	Student Managed Activity	$64,794.80	$2,545.65	$4,039.62	$284.38	$497.64	68,336.78	$2,584.73	65,752.05
451	Data Communications	$0.00	$0.00	$0.00	$0.00	$0.00	0.00	$0.00	0.00
495	CTE Construction Grant	$34,915.46	$0.00	$0.00	($5,886.94)	$34,915.46	0.00	$0.00	0.00
499	Miscellaneous State Grants	$56,431.75	$0.00	$1,000.00	$0.00	$361.99	57,069.76	$1,996.76	55,073.00
524	Carl Perkins Grants	($30,021.41)	$19,059.52	$57,926.56	$44,752.36	$78,253.53	(50,348.38)	$42,101.20	(92,449.58)
	Grand Totals (ALL Funds)	**$28,014,701.02**	**$5,524,104.68**	**$11,909,208.06**	**$3,547,496.89**	**$10,141,810.46**	**$29,782,098.62**	**$2,601,808.42**	**27,180,290.20**

Cuyahoga Valley Career Center

CUYAHOGA VALLEY CAREER CENTER

Cash Reconciliation

September 30, 2026

CUYAHOGA VALLEY CAREER CENTER

Cash Summary Report Balance			$ 29,782,098.62
Bank Balance:			
PNC - Main Checking	18,180.13		
PNC - Merchant Svcs.	30,387.29		
PNC - Payroll Holding	40,000.00		
		$ 88,567.42	
Investments:			
U.S. Bank: Meeder Investment Managers Managed Portfolio	23,027,701.67		
STAR Ohio	6,092,085.61		
		$ 29,119,787.28	
Petty Cash:			
Administrative Office	1,500.00		
	-		
	-		
		$ 1,500.00	
Change Fund:			
	-		
	-		
	-		
	-		
		$ -	
Less: Outstanding Checks		$ (13,239.39)	
Outstanding Deposits/Other Adjustments:			
Credit Card Receipts in Transit	1,799.50		
Deposit in Transit	-		
Payroll in Transit	583,683.81		
Refund in Transit	-		
		$ 585,483.31	
Bank Balance			$ 29,782,098.62
Variance			$ -

Cuyahoga Valley Career Center

September 2026



Appropriation Summary

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	$23,143,384.00	$238,449.78	$23,381,833.78	$4,985,195.16	$1,425,044.41	$1,267,260.99	17,129,377.63	26.74%
003	Permanent Improvement	$1,891,249.79	$3,884,632.19	$5,775,881.98	$4,090,848.01	$1,709,989.84	$1,051,981.69	633,052.28	89.04%
006	Food Service	$283,175.00	$0.00	$283,175.00	$127,595.53	$14,380.56	$23,866.49	131,712.98	53.49%
008	Endowment	$15,000.00	$0.00	$15,000.00	$4,000.00	$0.00	$0.00	11,000.00	26.67%
009	Uniform School Supplies	$140,000.00	$0.00	$140,000.00	$76,043.31	$15,813.11	$36,951.35	27,005.34	80.71%
011	Rotary-Special Services	$53,240.00	$220.21	$53,460.21	$4,090.47	$3,251.52	$19,864.67	29,505.07	44.81%
012	Adult Education	$1,953,944.25	$72,103.06	$2,026,047.31	$655,083.64	$318,475.39	$121,850.31	1,249,113.36	38.35%
018	Public School Support	$317,022.00	$21,501.71	$338,523.71	$10,083.44	$5,484.45	$29,938.65	298,501.62	11.82%
019	Other Grants	$63,203.72	$0.00	$63,203.72	$7,188.15	$405.06	$3,411.58	52,603.99	16.77%
022	District Agency	$672,000.00	$4,228.50	$676,228.50	$67,654.13	$15,502.75	$0.00	608,574.37	10.00%
200	Student Managed Activity	$100,036.34	$0.00	$100,036.34	$497.64	$284.38	$2,584.73	96,953.97	3.08%
451	Data Communications	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00	#DIV/0!
495	CTE Construction Grant	$0.00	$34,915.46	$34,915.46	$34,915.46	($5,886.94)	$0.00	0.00	100.00%
499	Miscellaneous State Grants	$56,331.75	$100.00	$56,431.75	$361.99	$0.00	$1,996.76	54,073.00	4.18%
524	Carl Perkins Grants	$446,703.70	$8,968.68	$455,672.38	$78,253.53	$44,752.36	$42,101.20	335,317.65	26.41%
Totals		**$29,135,290.55**	**$4,265,119.59**	**$33,400,410.14**	**$10,141,810.46**	**$3,547,496.89**	**$2,601,808.42**	**$20,656,791.26**	**38.15%**

Cuyahoga Valley Career Center

CUYAHOGA VALLEY CAREER CENTER

Check Register for Checks > $9,999.99
September 2026

CUYAHOGA VALLEY CAREER CENTER

Vendor	Amount	Fund	Description
Amazon Corporate Account	$ 14,243.96	various	Instructional/library/maintenance/technology/office supplies
All Ways Construction LLC	$ 480,326.20	003	East parking lot project
Assessment Tech Institute LLC	$ 111,065.00	012/524	Adult Education assessment packages
Burmax	$ 14,081.46	009	Cosmetology instructional supplies
Canon U.S.A. Inc.	$ 22,916.89	001/003	Printers, copy machines
CDW-G	$ 11,325.00	001	Software
Certiport	$ 29,830.00	001	Software licenses
Cleveland Spray Booth Specialists Co.	$ 99,792.00	003	Auto body program equipment
Construction Resources, Inc.	$ 46,325.00	003	Roof repair consulting services
Cronin Ford North	$ 89,848.00	003	Replacement trucks
CVCC-AE Federal Disburse	$ 10,735.43	022	Adult Education federal grants/loans
GPD Group	$ 48,136.75	003	Architect/engineering services
Goodheart-Willcox Co.	$ 10,694.18	001	Auto technology instructional supplies
Cengage Learning Inc.	$ 11,709.84	001	Cosmetology instructional supplies
Illuminating Co.	$ 25,997.08	001	Electricity
Lorain County Board of Education	$ 30,590.00	524/001	Technology support agreement
Ohio CAT	$ 117,287.55	003/012	Generator rental for summer 2026 construction project
PowerSchool Corporation	$ 10,730.00	001	Technology support services
SimX Inc.	$ 20,340.00	012	Adult Education software for virtual reality headsets
Summit Construction Company	$ 27,340.96	003	Building renovation projects
Temple Square Partners	$ 36,093.00	003	Classroom furniture
Willham Roofing Co., Inc.	$ 787,346.31	003	Area 7 roof replacement
PNC Bank	$ 30,470.72	various	Advertising, staff travel, technology supplies, staff meetings, student competition/conference travel, student testing, subscriptions, instructional supplies, food for events, membership dues, software, office supplies
PNC Bank	$ 12,420.65	various	Medicare
SERS	$ 34,986.82	various	Classified retirement
STRS	$ 90,041.53	various	Certified retirement
Suburban Health Consortium	$ 116,948.48	various	Employee benefits insurance premiums

CVCC Adult Education Forecast Monthly Cash Flow Data Entry

FY2027	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Receipts													
1214-Tuition	$75,057.51	$84,420.39	$94,648.02	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$254,125.92
1730-Sale of Materials	$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
1790-Other Classroom Fees	$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
1833-Services to Patrons	$547.00	$452.00	$497.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,496.00
1899-Miscellaneous	$830.74	$20.00	$15.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$865.74
3110-State Foundation	$3,053.00	$61,903.00	$9,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$74,844.00
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
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
5300-Reduction of Prior Year Expenditures	$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
Total Receipts	$79,488.25	$146,795.39	$105,048.02	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$331,331.66
Expenditures													
100-Salaries	$97,839.22	$105,567.89	$93,122.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$296,530.08
200-Fringe Benefits	$22,817.70	$32,904.72	$23,304.30	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$79,026.72
400-Purchased Services	$13,418.93	$4,722.68	$126,375.41	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$144,517.02
500-Supplies	$2,618.61	$20,653.03	$1,830.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,102.00
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
800-Other	$569.57	$2,232.90	$73,842.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$76,644.82
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
930-Refunds of Prior Year Receipts	$33,263.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,263.00
Total Expenditures	$170,527.03	$166,081.22	$318,475.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$655,083.64
Receipts Over/(Under) Expends.	-$91,038.78	-$19,285.83	-$213,427.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	-$323,751.98
Beg. Cash Bal.	$1,361,374.51	$1,270,335.73	$1,251,049.90	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,361,374.51
End. Cash Bal.	$1,270,335.73	$1,251,049.90	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53
Encumbrances	$122,356.55	$237,938.23	$121,850.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Ending Unenc. Bal.	$1,147,979.18	$1,013,111.67	$915,772.22	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53	$1,037,622.53

CVCC Board of Education
Thursday, October 29, 2026

Professional Growth Days:

In accordance with Article 12 of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, aprove 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
John	Spano	20 Hours	11/25/2026	11/28/2026	EXERCISE ETC Online Course - Smarter Workouts	Virtual	
John	Spano	10 Hours	12/21/2026	12/22/2026	EXERCISE ETC Online Course - Prescriptive Stretching	Virtual	
Tim	Averre	8 Hours	11/1/2026	12/12/2026	Udemy Online - Self Confidence: 40 Minute Confidence and Self Esteem Guide	Virtual	
Tim	Averre	12 Hours	11/1/2026	11/8/2026	Udemy Online - The Confidence Course - A Guide to Genuine Self Discovery	Virtual	

October 2026

Removal of Equipment from Inventory

Program Area	Item
Transportation Systems	4 Snap-on-Tools Scan Tools 1 Solus Ultra Scanner 1 Advantage Pro Scanner
Adult Education	4 Infant CPR Mannequins 12 Lung Models 3 Mannequin Adult Mannequins
Power Equipment Technology	Rockwell Delta Drill Press (Auction)
Facilities	Metal Forming Equipment; Tags #3937, #11822, #13542, #13543, #11820, #11817 (Auction) 2009 Ford 250 Vin #1FTNF21509EA82273 (Trade In) 2015 Ford 350 Vin #1FD8W3H62FED07303 (Trade In) 1 Snow Plow (Auction) 2 Vulcan Ovens; Tag #s 3413, 10361 (Auction) 27 Cosmetology Chairs (Auction)
IT Department	See Following List

MODEL	MACHINE SERIAL	RED TAG
Dell Optiplex 780	DM5R4M1	
Fluke DSP-400SR & DSP-LIA012	8167019	5500
Fluke DSP-400SR & DSP-LIA012	8167019	5435
Dell Latitude 3490	B9J0DQ2	11743
Toshiba DVD/VCR Combo Player	SD-V296-K-TU	9040
Dell Latitude 3520	6FFTSL3	13264
Cisco Phone CP-8821	FCH2226DRSM	11732
Dell Latitude 3490	44mhfp2	11739
Dell Latitude 3520	1P2RMD3	13260
Panasonic AG-VP320	B61A40130	6708
Toshiba DVD/VCR Combo Player	BCB909327454A	6978
Cisco Phone CP-8821	NVT1823D9EE	11640
Toshiba DVD Video/Cassette Recorder D-VR3	XA14Z00323	6492
TASCAM CD-301	150051	1565
Dell Precision T1700	87QDC42	10985
Dell Precision T1700	3R39C42	10802
Dell Precision T1700	87HDC42	10936
Dell Precision T1700	87QFC42	10969
Dell Precision T1700	87PCC42	10986
Dell Precision T1700	87NJC42	10975
Dell Precision T1700	87KFC42	10937
Dell Precision T1700	DQV9C42	10867
Dell Precision T1700	87FJC42	10863
Dell Precision T1700	DQR7C42	10868
Dell Precision T1700	87KJC42	10934
Dell Precision T3500	1YRYKM1	9135
Dell Optiplex GX620	6QQNV71	7114
Dell Precision T1700	87HGC42	10912
Kodak Ektagraphic lll ATS Projecter	A-241059	3769
Eiki 3279A	E164292	4536
Gateway Solo Laptop	11503851	5459
Extron SW2 VGA DA2 A/AF Switcher	64527	5223
Toshiba DVD Player/Video Cassette Recorder SD-V394	BCB909473832	6968
NAD Stereo Integrated Amplifier C340	0013405513A	3762
Dell E190S Monitor	CN-07GPK9-74261-24E-1AAL	9483
Dell E190S Monitor	CN-07GPK9-74261-24E-0W8L	9450
Cisco Catalyst 5000	66072349	2942
Solo 2550	19795003	4593
WS-C5000 Series	66072349	2942
8573-061	99-0033287	6428
PP04X	9CF74D1	7679
Cisco Wireless Phone CP-8821	FCH2123E5H5	12111
Cisco Wireless Phone CP-8821	NVT2139E6B4	12849
A1822	DMPTTWE7HLFC	11595
A1822	DMPTTW30HLPC	11592

MODEL	MACHINE SERIAL	RED TAG
A1822	DMPTTWCYHLFC	11590
A1822	DMPTTWBDHLFC	11591
A1822	DMPTVX66HLFC	11594
A1822	DMPTVWVUHLFC	11585
A1822	DMPTV0E8HLFC	11589
A1822	DMPTV9QTHLFC	11588
A1822	DMPTVAT2HLFC	11582
MLS406SA	A018Y67E16902	6943
AG-VP320	C6IA40439R	5421
CISCO 1841	FTX1232Z0E9	8533
CISCO 1841	FTX1233Y0D2	8532
CISCO 1841	FTX1232Z0E4	8534
WS-C1912-EN	FAB0535MOUP	4862
WS-C1924-A	FAB0535M05Q	4863
H861A	X4Z38500216	11651
Dell 1708FPfFP Monitor	CN-0MP372-72872-755-3161	6961
Dell Monitor 1704FPVt	CN-0J6642-71618-564-ADZ6	7119
Dell Monitor 1704FPVt	CN-0J6642-71618-564-ADZC	7115
Dell Monitor E190Sb	CN-07GPK9-74261-25N099L	9479
Dell Monitor 1704FPVt	CN-0J6642-71618-564-ADXC	7103
IPad Model A1822	DMPTV09HHLFC	11581
Canon Camera DS126181	2270571115	8698
Nikon Camera D33697	US19289395	10506
Nikon Digital Camera D3200	US7664408	11809
DCNE	BSQNV71	7091
		7120
FHK0715Y089	WS-C2950T-24	7291 & 5824
WS-C2960-24LC-S	FOC1408W2Wy	9236
WS-C2950-24	FOC1033Z78U	7290
D15S	BCNNF3	12734
D15S	BCBFN3	12729
D15S	BCDHNF3	12724
D15S	BC8PNF3	12723
D15S	BC8HNF3	12725
D15S	BCDJNF3	12726
D15S	BCCPNF3	12727
D15S	BCCLNF3	12728
D15S	BC9LNF3	12717
D15S	BC7QNF3	12718
D15S	BCCFNF3	12719
D15S	BCDGNF3	12720
D15S	BCCMNF3	12721
D15S	BCDFNF3	12722
D15S	BCDKNF3	12739
D15S	GHDNDF3	12741

MODEL	MACHINE SERIAL	RED TAG
D15S	BCCNNF3	12735
D15S	BCBJNF3	12737
D15S	BC9MNF3	12738
D15S	BCBHNF3	12740
E6B68A	CNDCK4B23C	11566
B0ISB-1502-00	CNBCK7S05K	
B0ISB-1502-00	CNBCQBV0Y4	
7020-6e6	38SN745-003	13812
D-A270	6HB026996	
E6B68A	CNDCK4B22L	11575
E6B68A	CNDCK5X289	11570
D-A270	6HB032708	11696
E6B68A	CNDCK4B224	11565
E6B68A	CNDCK5X28J	11574
E6B68A	CNDCK4B229	11564
B0ISB-1502-00	PHBCS3V009	13880
E6B68A	CNDCK4B21S	11577
E6B68A	CNDCK5Y0DZ	11567
E6B68A	CNDCK4B222	11572
D-A270	6HB026995	
D-A270	6HB033079	11701
B0ISB-1502-00	CNBCK7S08R	
B0ISB-1502-00	CNBCK7S08L	
D-A270	6HB032710	11699
B0ISB-1502-00	CNBCK7S092	
E6B68A	CNDCK4C095	11571
E6B68A	CNDCK4B22N	11579
D15S	147RTD3	12548
D15S	BC8FNF3	12733
D15S	148RTD3	12546
D15S	147TTD3	12544
D15S	146TTD3	12541
D15S	144RTD3	12555
D15S	BC8JNF3	12731
NO TAG ASSETS		
MODEL	**MACHINE SERIAL**	
Epson ES-500W II Scanner	X8QL018592	
Cisco Phone CP-7841	WZP18240K2L	
Furman SP-20AB	0013712	
Extron System 7SC	914485044	
Cisco Phone CP-7841	WZP18230FTQ	
University Sound RSP-1	B-82016	
Tripplite Isobar 6 Ultra	U0899289	
The Singing Machine SMG-188	F-188-02-005206	

MODEL	MACHINE SERIAL	
APC BX1500M	3B2112X65830	
HP 45W USB Charger	WHRRH0DGCHWRJ5	
HP 45W USB Charger	WHRRH0DGCHWRJ4	
HP 45W USB Charger	WHRRH0DGCHWO4V	
HP 45W USB Charger	WHRRH0DGCHWO5E	
HP 45W USB Charger	WHRRH0DGCHWO2K	
HP 45W USB Charger	WHRRH0DGCHWO7S	
Cisco Phone CP-7841	WZP18240FH9	
MLS 304SA MediaLink Switcher	907737060	
Acer K222HQL	84607147485	
Bogen Classic Series	220800437	
Panasonic 4 HEAD Hi-Fi Stereo	J31A32494	
Zenith SpeakEZ VRB411	S98011006	
Dell Optiplex 390	8XFPSR1	
Dell Optiplex 3020	3PVNPZ1	
Dell PowerEdge T110 ll	389PR52	
Dell Precision T3500	1YRZKM1	
Dell Optiplex 3020	1M64H52	
Dell Optiplex GX620	GQQNV71	
Dell Optiplex GX620	7RQNV71	
Dell Optiplex GX620	DRQNV71	
Dell Optiplex GX620	GRQNV71	
Dell Optiplex GX620	6ZFYW71	
Dell Optiplex GX620	2SQNV71	
Dell Optiplex GX620	JRQNV71	
Dell Optiplex GX620	SRQNV71	
Califone Cassette Recorder	CH641410	
Cisco IP Phone 7945	FCH12078WYX	
Cisco IP Phone 7945	FCH11338WCP	
Cisco IP Phone 7945	FCH12288DQQ	
HP OmniBook XE3	TW13607145	
Dell Optiplex 3020	6G5KQ02	
Dell Dimension 2400	6QS5F41	
Data General One	Q0058941	
Dell Inspiron 530S	5K8NJG1	
Canon StarWriter	MF2036409	
WS-C3550-24PWR	CAT0918X1TP	
WS-C3550-24PWR-SMI	CAT0720Y1KY	
WS-C3550-24PWR-SMI	CHK0609WON3	
20C6S09800	PF08EXCV	
PLC-XD2600	60507386	
DCNE	BRQNV71	
DCNE	7SQNV71	
WS-C2950-24	FOC0731Y1YL	
WS-C2950-24	FHK0718W1B8	

MODEL	MACHINE SERIAL	
WS-C2924-XL-WN		
CHROMEBOOKS		
MACHINE SERIAL	**ELIB TAG**	**DATE ENTERED**
5CD3235KM0	30810100014055	10/8/2025
5CD3183H15	30810100013974	10/8/2025
NXKD4AA002507082FD7600	30810100023189	10/23/2025
NXKD4AA002507082D27600	30810100045836	10/23/2025
NXKD4AA0024510BE0B7600	30810100023015	12/9/2025
NXKD4AA002507082EB7600	30810100022892	12/11/2025
NXKD4AA00250703D657600	30810100024401	1/14/2026
NXKD4AA002507082EB7600	30810100022892	1/14/2026
5CD025JR9R	30810100043617	1/28/2026
5CD1175QTX	30810100042502	2/26/2026
NXKD4AA0024510BF4C7600	30810100023593	3/4/2026
NXKD4AA002507083077600		3/6/2026
5CD40999XF	30810100018502	3/10/2026
5CD1175R28		3/23/2026
5CD40999Y9	30810100017363	3/24/2026
NXKD4AA002507083367600	30810100023544	4/20/2026
5CD2368KD6	30810100011515	4/27/2026
NXKD4AA0025070831D7600	30810100024369	6/1/2026
NXKD4AA00250703DA27600	30810100024492	8/19/2026
5CD3235KPJ		8/19/2026
5CD3235KNX	30810100011234	8/20/2026
5CD233O9N0	30810100010129	8/20/2026
NXKD4AA0024510BF197600	30810100023908	8/25/2026
NXKD4AA002507082A97600	30810100023296	8/26/2026
NXKD4AA0024510BDEF7600	30810100023619	8/26/2026
5CD247O8FQ	30810100012372	8/26/2026
5CD4O9BJ5S	30810100018239	8/27/2026
5CD4O95WFL	30810100017298	8/27/2026
NXSHEAA0044200802F7600	10787	9/2/2026
NXKD4AA0024510BF477600	30810100023346	9/2/2026
5CD321KNVY	30810100016696	9/3/2026
NXKD4AA00250703D427600	30810100022769	9/4/2026
W5NXLP12594522A	30810100026620	9/8/2026
5CD321KNTF	30810100014824	9/8/2026
W5NXLP126286229	30810100027230	9/16/2026
NXKD4AA0025070831B7600	30810100023494	9/21/2026

DONATIONS October 2026

FROM	TO	ITEM(S)
FLEET MAINTENANCE COUNCIL OF NE OHIO Northeastern Ohio PO Box 33158 North Royalton, OH 44133-0158	Power Equipment Technology	• $1,000 Monetary Donation
Chris Toncic 9650 Cove Dr, F12 North Royalton, OH 44133	Building & Property Maintenance	• Frigidaire Refrigerator, Model #FFHT2126LWOM, Serial #4A00907993 • Maytag Dryer, Model #MGDC400VW0, Serial #MY3839902

CUYAHOGA VALLEY CAREER CENTER

and

nVent

Cuyahoga Valley Career Center, herein after referred to as "CVCC", will provide instructor(s) to teach 1 module (Electrical System Basics and Troubleshooting) of the Multi Craft Maintenance program to a student from nVent, hereinafter referred to as "The Customer" for 60 hours of hands-on training and computer learning.

CVCC will provide classroom space with training equipment and the usual teaching aids and computers with applicable software. The lab will include Amatrol training equipment and software for each module, where applicable.

Cuyahoga Valley Career Center will provide administrative support which includes payment of instructor's wages. The instructors are required to be state certified to teach at CVCC.

The class will start on September 8, 2026, and will run Tuesdays and Thursdays from 8:00am to noon. Cost is $1,642.00 per student.

CVCC will invoice NVent for amount of $1,642.00 for one student to be paid within 30 days of receipt of invoice.

Nicole Benner	Office Services Sup.	9/4/2026
(Signature)	Title	Date
Dr. Marcy R. Green		9/4/2026
(Signature) Dr. Marcy R. Green	Title Assistant Superintendent	Date

Customer Information

Contact name, email and phone: Nicole Benner, nicole.benner@nvent.com 440.558.7686

Invoice Address: 31700 Solon Road, Solon, Ohio 44139

Invoice email Address: nicole.benner@nvent.com

ACHADEMIX LICENSE & SERVICES AGREEMENT

1. Scope of Services and Term. Included with Client's paid Achademix subscription, CodeLevel Services will provide the support, maintenance, updates, and services described in Exhibit A. The service continues while the subscription is paid in full. Licenses may be prorated for fiscal-year budgeting. CodeLevel may suspend support for unpaid amounts after reasonable notice.

2. Prices and Payment. (a) Prices for Licensing & Support Services will be set forth on Exhibit B. (b) Invoices are due and payable within thirty (30) days of the invoice date. (c) The Achademix licensing portion will increase by 3.75% beginning with the third contract year. CodeLevel may waive, reduce, or cap an increase by mutual written agreement, including when there is a substantial change in Client's enrollment, usage, or financial circumstances. Other fees may change at renewal upon written notice.

3. Title. Title, copyright and all other proprietary rights in any software or software fixes or patches supplied under this Agreement shall remain vested in CodeLevel Services or, where applicable, the third-party manufacturer(s)/licensor(s) of the software, software fixes or patches. Client use of any software, software fix or patch supplied under this Agreement shall be governed by the terms of the Software License supplied with the License.

4. Termination and Survival. Client may discontinue the subscription by providing written notice at least thirty (30) days before the renewal date. Following termination, CodeLevel will provide reasonable assistance with a data export or server transition, subject to any agreed implementation or migration fees. Client access and system-generated notifications may be limited or deactivated after termination. If CodeLevel is no longer able to support Achademix, CodeLevel will work with Client in good faith on a reasonable transition plan.

If the above termination is caused by CodeLevel Services' going out of business, it may be required that the Product be moved to a server located and managed by the Client. CodeLevel Services will implement this server change with the Client's assistance.

5. Warranty. CodeLevel represents that services will be performed with reasonable promptness, diligence, and professional care. CodeLevel will use commercially reasonable efforts to respond to and resolve reported issues within the targets in Exhibit A; actual resolution may depend on the cause, complexity, third-party systems, Client cooperation, and availability of a workaround. Support does not guarantee uninterrupted operation. Except as expressly stated, no other warranties are made, including implied warranties of merchantability or fitness for a particular purpose.

6. Limitation of Liability. EXCEPT AS PROVIDED HEREIN, CODELEVEL SERVICES' MAXIMUM LIABILITY WILL BE LIMITED IN ANY EVENT TO ACTUAL DIRECT DAMAGES TO THE EXTENT CAUSED SOLELY BY THE ACTS OR OMISSIONS OF CODELEVEL SERVICES, SUBJECT TO A MAXIMUM LIABILITY OF THE ANNUAL AMOUNT PAID FOR THE SERVICE WHICH DIRECTLY CAUSED SUCH DAMAGE. IN NO EVENT WILL CODELEVEL SERVICES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF COMPUTER NETWORKS, SYSTEMS OR DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT,

TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF CODELEVEL SERVICES HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY.

7. General. (a) Client may not assign or transfer any part or all of this Agreement or any of Client rights or obligations hereunder without the prior written consent of CodeLevel Services. (b) Either party's failure to enforce any provision of this Agreement will not be deemed a waiver of that provision or of the right to enforce it in the future. (c) This Agreement will be governed by the laws of the State of Oklahoma. (d) In no event will CodeLevel Services be liable for its failure to perform hereunder due to contingencies beyond its reasonable control. (e) If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

THIS AGREEMENT, TOGETHER WITH EXHIBITS A AND B, AND ANY MAINTENANCE SERVICES ORDERS EXPRESSLY MADE A PART HEREOF AND SIGNED BY BOTH PARTIES, IS THE EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL COMMUNICATIONS, PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN RELATING TO THIS SUBJECT MATTER.

CodeLevel Services, LLC	Cuyahoga Valley Career Center (Client)
Brian Hall 8/22/2026	D. Marcy Green 9/11/26
Authorized Representative Date	Authorized Representative Date

Exhibit A

CODELEVEL SERVICES MAINTENANCE AND SUPPORT PROVISIONS AND SERVICES

A. SERVICE PACKAGES

Standard Service Package:
Hours of Coverage: CodeLevel Services provides Standard Service from 8:30 am to 5:00 pm, Central Standard Time, Monday to Friday, excluding federal holidays.

B. PROCEDURES APPLICABLE TO ALL SERVICES

CodeLevel Services will provide to Client the following upgrades, maintenance and support services:

1. **Updates and Enhancements.** CodeLevel Services will make all program logic changes to the Products it determines in the best interest of Client and End Users, and any related amendments to the Documentation to correct known defects in the Products (an "Update") and to improve features and functionality of the Products (the "Enhancements") available to the Client at the same time that it makes such Updates and Enhancements available to CodeLevel Services' Clients and End Users. CodeLevel Services will also offer to Client any new release ("New Releases") of the Products that CodeLevel Services designates as a new product to Client.

Support Services are available to authorized Client users by telephone, email, or online means during the hours in Exhibit A. CodeLevel is not obligated to support hardware, software, or third-party services not supplied by CodeLevel, but will reasonably assist with identifying the source of an integration issue.

3. **Problem Resolution, Service Levels and Response Actions.** Any error or problem that arises during the use or operation of the software or service should be immediately reported to CodeLevel Services. Our support help desk will take action on reported issues when we receive notification by telephone or e-mail of an issue which needs resolution. Should the following types of problems arise, upon communication of the issue to CodeLevel Services, our support representatives will be expected to resolve the problem on the indicated timetable as follows:

Level	Problem	Acknowledge		Response
		Ticket	Email	
Level One	Routine Questions or Minimal Impact Problems that do not affect product operations, questions regarding the use of the product, or clarification of product features. (e.g. an infrequently used function occasionally gives misleading results; or a problem has occurred once but has not yet reoccurred and cannot be reproduced; or a problem occurs once but can be circumvented without undue difficulty.) Severity 1 Issues include: How-to questions, help with functionality.	24 hours	48 hours	Resolution by earlier of next thirty (30) business days after receipt of request or error report; or in next release of product or patch
Level Two	Limited Non-Critical Problems that occur with the product but the majority of functions are still usable: e.g. the production system is occasionally impacted (less than once a week); or a problem occurs when a specific function is invoked.	24 hours	48 hours	Resolution by earlier of next fifteen (15) business days after receipt of request or error report; or in next release of product or patch
Level Three	Limited Critical Problems that restrict functionality: e.g. the product operates but is severely restricted; the production system is regularly disrupted (i.e., more than 2 times a week).	2 hours	8 hours	Resolution within twenty four (24) hours of receipt of request or error report
Level Four	Critical Problems that require immediate attention and circumvention is not available: e.g. The system is down and cannot be brought up; or a problem seriously impacts business.	30 minutes	30 minutes	Resolution within two hours of receipt of request or error report
* All times are reflected in Exhibit A. For service requested outside of specified hours, requests will be initiated on the next business day.				

Exhibit B

CODELEVEL SERVICES PRICE SCHEDULE 2026-2027

Service	Annual Recurring
Annual Subscription, Support and Data Management	$15,000.00
Annual Achademix Ohio Conference	$1,500.00
USAePay Gateway Credit Card Processing	$360.00

Other non-recurring or "at will" fees are available in the Achademix Implementation Proposal - CVCC document.

Additional Client Responsibilities and Third-Party Services

Client will provide timely cooperation, accurate information, required system access, and data files in an agreed format for configuration, conversion, and imports. Client is responsible for reviewing and approving converted data before relying on it in production.

Client is responsible for authorized-user administration, protecting credentials, maintaining its own internet access and compatible hardware/software, and complying with applicable laws and privacy requirements.

Client owns its institutional and student data. Upon request after termination, CodeLevel will provide a reasonable export of Client data in a commonly usable format. Additional migration, conversion, or reconfiguration work may be billed at the then-current professional-services rate if not included in the proposal.

USAePay is the payment gateway that connects Achademix to Client's merchant account and processes online credit-card payments for appropriate deposit and reconciliation. Merchant-account requirements, processor fees, transaction fees, chargebacks, and other third-party charges are Client's responsibility unless expressly included in Exhibit B.

The Annual Achademix Ohio Conference fee provides CVCC users access to approximately two Ohio conferences each year. Lodging, meals, and travel are not included.

modern campus™

MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made between Modern Campus USA Inc., with its principal place of business at 330 N Lantana Street, Suite 28, PMB 1014, Camarillo, CA 93010 ("**Modern Campus**"), and Cuyahoga Valley Career Center with its principal place of business at 8001 Brecksville Rd Brecksville, Ohio 44141 ("**Customer**").

This agreement consists of this signature page and the following appendixes and exhibits (collectively the "**Agreement**"):

Appendix 1	-	Term, Software, Service, Fees
Appendix 2	-	General Terms and Conditions
Exhibit A	-	Support
Exhibit B	-	Software Hosting
Exhibit C	-	3rd Party Hosting
Exhibit D	-	Software Description

Capitalized terms not otherwise defined in the body of the Agreement, shall have the meaning ascribed to them in Section 11 of Appendix 2.

The Fees provided in this Agreement are valid until October 15, 2026.

The effective date of this Agreement is the date of last signature of this Agreement. ("**Effective Date**").

Subject to the payment of the Fees by Customer, Modern Campus shall perform the Services in accordance with the terms hereof.

Notices:
All notices and other communications under this Agreement must be in writing and sent by email to the applicable address set forth below:

Modern Campus Contact	**Customer Contact**
Legal Notices (including freedom of information requests): lgl@moderncampus.com	Legal Notices:
Privacy and Security Notices: security@moderncampus.com	Privacy and Security Notices:

Each party is responsible for ensuring that the above email addresses are current and monitored. Either party may update their respective email address by providing notice to the other party in accordance with this Agreement.

Entire Agreement
This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties. Except as expressly provided in this Agreement, there are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement.

This Agreement may be executed in any number of counterparts, including facsimile, PDF, and other electronic copies, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed by an officer authorized in that behalf as of and with effect on the Effective Date.

Cuyahoga Valley Career Center	**Modern Campus USA Inc.**
per: Dr. Marcy Green	per: _____
Name: Dr. Marcy Green	Name:
Title: Assistant Superintendent	Title:
Date: 10/6/2026	Date:

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APPENDIX 1

TERM, SOFTWARE, SERVICE, FEES

1. TERM
   a) License Start Date: The License shall commence on August 1, 2026.

   b) Initial Term: The initial term (the "**Initial Term**") of this Agreement shall commence on the License Start Date and continue for a period of 12 months, unless terminated earlier pursuant to Section 4 of Appendix 2.

   c) Renewal Term: This Agreement may be renewed, upon the mutual written agreement of the parties, for additional periods of no less than 12 months (each a "**Renewal Term**").

2. SOFTWARE SUBSCRIPTION

   a) Subscription: Subject to the terms and conditions of this Agreement, Customer shall be entitled to use the Software modules listed in this Section 2(a), which are further described in Exhibit D, in accordance with the license set out in Appendix 2 to this Agreement and any specific licensing restrictions provided herein (the "**Use Rights**"):
      i) Subscription Package:
      - Lifelong Learning Workforce & Community Subscription

   b) Add-On Subscription: Customer may make additional purchases from time to time through this agreement by ordering the applicable Software as per the then current Pricing Schedule.

3. INTENTIONALLY OMITTED

4. FEES AND PAYMENT TERMS

   a) Currency: The Fees listed below are in U.S. dollars (USD) and are exclusive of any applicable taxes.

   b) Subscription Fees:
      i) Description: The Subscription Fees are for the use of the Software set out in Section 2 of this Appendix commencing on the Effective Date.
      ii) Fees: The Subscription Fee for use of the Software is calculated at a rate indicated below and may be subject to change at the completion of the Initial Term or any Renewal Term.

         - Subscription Fee: $41,110.00 USD/ year for up to $1,500,000 in Revenue per year ("Revenue limit").
            - Annual Increase: The Subscription Fee is subject to the following additional fee each year: the greater of:
               - An additional fee of $2,840 USD per year for every $100,000 USD or part thereof, of Revenue in excess of the Revenue Limit for the previous year.
                  Or
               - An increase of 5%

      iii) Payment Terms: The Subscription Fee is payable annually in advance, with payment due Net 30 days from invoice date. Late Payments will be subject to a late fee calculated at 1% per month.

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If payment of Subscription Fees with annual recurring costs is not received prior to the start date of any applicable year during the Term, Modern Campus reserves the right to suspend access to the Software until payment is received.

c) Taxes: Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added, excise or other taxes, federal, provincial, state or otherwise, however designated, which are levied or imposed on the transactions contemplated by this Agreement and each Order Form, except for any taxes based on Modern Campus' net income.

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APPENDIX 2

GENERAL TERMS AND CONDITIONS

1. THE SYSTEM

(a) Provision and Access to the System: Modern Campus shall operate and maintain the System in accordance with Exhibit B of this Agreement. Access to the System is through a secure connection over the public Internet. Customer acknowledges and agrees that Modern Campus is not responsible or liable for any communication over the public Internet or any failure to deliver communication to and from the System on a timely basis.

(b) Required and Infrastructure Changes: From time to time, it will be necessary for Modern Campus to perform maintenance on the System. Such maintenance includes routine maintenance to ensure the continued provision of the Services through the continued operation of the System or upgrading, updating or enhancing the System. Modern Campus shall use its commercially reasonable efforts to perform such maintenance at such times to minimize the impact of any downtime of the System to Customer. Modern Campus may, at any time, with or without notice to Customer: (i) make changes that are necessary to comply with applicable safety, security or other statutory requirements or orders from applicable governmental authorities; (ii) supplement or make changes to its user documentation and to its rules of operations, access procedures, security and privacy procedures and policies; and (iii) change the components, type and location of the System; provided that any such changes do not impair the provision of the Services.

(c) Software Revisions: Modern Campus reserves the right to modify, revise, upgrade, replace, or reconfigure the Software features and functions at any time, provided that for those revisions that will materially affect System functionality Modern Campus will give Customer at least ninety (90) calendar days' advance notice of such revision. Occasionally, these changes may require Customer to adapt integration files, or otherwise update data in the Software.

(d) Modern Campus' Ownership: Customer acknowledges and agrees that Modern Campus owns all worldwide rights, titles and interests, including all intellectual property rights, in and to: (i) the System; (ii) Software; (iii) User Documentation; and (iv) any modifications, enhancements, upgrades, updates or customization to any of the foregoing. Customer does not acquire any rights, title or ownership interests of any kind whatsoever, express or implied, in any of the foregoing other than the licenses granted herein.

(e) Artificial Intelligence: At the request of Customer or via a product release, Modern Campus may integrate and/or configure third party Artificial Intelligence ("AI") features into the Software or into the public usage such as onto the Customer's public website. Should Customer choose to exercise the option to use the AI Features, Customer understands, acknowledges, and agrees that the interactions of its Authorized Users within the Software shall be processed by said third party applications to generate responses and insights tailored to improve user experience and productivity. Customer further acknowledges that AI features are considered experimental and may contain errors, inconsistencies, or outdated information and is provided 'as-is' without any warranties or guarantees of accuracy. Customer agrees to independently verify the content generated by AI and to confirm its output. Modern Campus shall not be responsible for any inaccuracies or mistakes and Modern campus further disclaims any and all liability for damages or losses resulting from the use or reliance on the AI features. The

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parties agree that the use of the AI features may be subject to additional costs which may be charged by Modern Campus to Customer upon the mutual written agreement of the parties.

2. USE OF SERVICES

(a) Grant by Modern Campus: For the duration of the Term, Modern Campus grants to Customer a non-exclusive, non-transferable, revocable right, for Customer's internal business purposes to access the System in accordance with the security protocols as set out herein for the purpose of:
   (i) using the Software identified in Appendix 1 subject to the Use Rights associated with such Software;
   (ii) viewing and displaying the User Documentation; and
   (iii) uploading, processing, viewing, displaying, using and downloading Customer Data to and from the System.

(b) Authorized Users: Customer shall be responsible and liable for the actions and omissions of each Authorized User and their compliance of the provisions of this Agreement.

(c) Support: Modern Campus shall provide support to Customer and its Authorized Users in accordance with the provisions set out in Exhibit A to this Agreement.

(d) Reservation of Rights: Any rights not granted herein are strictly reserved by Modern Campus. Customer shall not (i) permit any Person other than Authorized Users to use the System; (ii) process or permit to be processed any data other than Customer Data; and (iii) itself or permit others to, reverse engineer, decompile, disassemble or translate the Software or any other software used by Modern Campus to deliver the Services, or otherwise attempt to view, display or print such software, including but not limited to the Software's, source code. Modern Campus may monitor Customer's use of the System and Software, including compiling reports evidencing Customer's usage thereof, gather statistics, track aggregated data, and satisfy any support requirements, provided such monitoring does not unreasonably interfere with Customer's use of the System.

(e) Prohibited Activities: Customer shall not:
   (i) use the Services for improper or unlawful purposes or in contravention of Customer's own policies and regulatory requirements;
   (ii) include, or knowingly allow others to include, any Objectionable Content or introduce Viruses to the System and shall institute such security procedures and safeguards as Customer deems necessary to prevent the posting, uploading or inclusion of any Objectionable Content or Viruses to the System;
   (iii) intercept or attempt to intercept any messages transmitted to and from the System that are not intended for Customer or any of its Authorized Users;
   (iv) take any action that may damage, disable, overburden, or impair the System or attempt to circumvent, disable, damage or impair the System's security features;
   (v) remove any copyright or other proprietary rights notice on the Software or the User Documentation or any copies thereof;
   (vi) use any robot, spider or other automatic device or manual process to monitor or copy portions of the System;
   (vii) perform any vulnerability scanning or penetration testing on the System or Software without Modern Campus' explicit prior written consent for each such scan or test; and
   (viii) reproduce, duplicate, copy, sell, trade, repurpose, resell, or utilize, the Software and/or Services or any portion thereof, for any commercial purposes not contemplated under this Agreement. The

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rights granted in this Agreement, are intended for the use of the Customer and its Authorized Users, and shall not be transferred, assigned, or sublicensed, temporarily or permanently, to any other person or third party.

(f) Viruses: If Modern Campus, in its absolute discretion, forms the view that any Customer Data or any other information or files uploaded by Customer or any of its Authorized Users contains or includes a Virus, Modern Campus may remove such Customer Data, information or file from the System and take such other action as Modern Campus deems necessary to protect the integrity and operation of the Services, System and the Software. Any costs associated with such removal may be charged by Modern Campus to Customer. Modern Campus shall notify Customer of its actions under this Section as soon as reasonably possible.

3. SECURITY AND CUSTOMER DATA

(a) Security: Modern Campus agrees to protect the privacy and security of Customer Data according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Modern Campus shall implement and maintain reasonable safeguards and controls to deter and for the detection, prevention and correction of any unauthorized intrusion, access or use of the System.

(b) Compliance:

(i) PCI Compliance: For the Lifelong Learning Workforce & Community software and modules, Modern Campus shall retain appropriate PCI-DSS certification and will provide periodic notification of ongoing certification renewals. Customer acknowledges and agrees that compliance with each PCI Control, as defined by the PCI Standard Council, is the responsibility of both Modern Campus and Customer. The Customer hereby agrees to the PCI Responsibility Matrix as described in this link: https://lifelonglearning-wc-support.moderncampus.com/hc/en-us/articles/6291272162061-Lifelong-Learning-Workforce-Community-PCI-Compliance-Information

(ii) SOC-2 Compliance: For the Lifelong Learning Workforce & Community software and modules, Modern Campus shall remain in compliance with the most recent SOC-2 standards throughout the term of the Agreement.

(c) Authentication IDs: Customer shall control and maintain the security of all Authentication IDs. Customer shall be solely responsible for all instructions, commitments and other actions or communications taken under any of Its Authentication IDs. Customer shall promptly report to Modern Campus any errors or irregularities in the Service or the System or any unauthorized use of any part thereof and inform Modern Campus immediately if any Authentication ID becomes known to any third person who is not authorized to possess such password. Customer hereby indemnifies and holds harmless Modern Campus from any actions, claims, suits, proceeding or damages made against Modern Campus from a third person as a result of any use of Customer's Authentication IDs, whether or not such use is authorized by Customer.

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(d) Customer Data: Customer acknowledges and agrees that Modern Campus: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the System and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; and (iii) does not purport to monitor Customer Data.

(e) Customer's Ownership: Modern Campus acknowledges and agrees that all worldwide right, title and interest including, all intellectual property rights in and to the Customer Data shall be the exclusive property of Customer. Modern Campus does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Customer Data, other than the license granted herein. Modern Campus shall not be held responsible for accessibility-related issues concerning Customer website. While Modern Campus may provide accessibility tools within the Software, it is the responsibility of the Customer to use these tools to identify and correct accessibility issues with Customer website.

(f) Compliance with Privacy Laws: Modern Campus will comply with applicable privacy laws, including the Family Educational Rights and Privacy Act ("**FERPA**") and the Health Insurance Portability and Accountability Act ("**HIPAA**") and the data security standards set out therein regarding personally identifiable information contained within Customer Data. To the extent that Modern Campus has access to "Education Records", it is deemed a "school official" as each of these terms is defined in FERPA.

(g) Data Breach: Modern Campus has implemented and shall maintain a program for managing unauthorized disclosure or exposure of Customer Data stored by or accessible through the Services ("**Data Breaches**"). Both Customer and Modern Campus shall take reasonable steps to prevent unauthorized access to the System. Each party shall notify the other immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said Data Breach.

(h) Use of Customer Data: Modern Campus may use Customer Data for the sole purposes of: (i) providing the Services to Customer; and (ii) on an aggregated and anonymous basis for System analytics and improvement. Modern Campus may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Modern Campus shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

4. SUSPENSION AND TERMINATION

(a) Suspension of Services: Modern Campus may suspend Customer's and each of its Authorized Users' right to receive the Services and access and use of the Software if, in consultation with Customer, it has been determined that a Customer Authorized user, or other party has undermined or attempted to undermine, the security or integrity of the System.

(b) Customer's Right of Termination for Breach by Modern Campus: Subject to Section 4(d) and 4(e) of this Appendix, Customer may terminate this Agreement and the rights granted hereunder, if Modern Campus breaches any material provision of this Agreement and such breach continues for a period of thirty (30) Business Days after delivery of a written notice by Customer requiring Modern Campus to correct such failure.

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(c) Modern Campus' Right of Termination for Breach by Customer: Subject to Sections 4(d) and 4(e) of this Appendix. Modern Campus may terminate this Agreement and the rights granted hereunder without prejudice to enforcement of any other legal right or remedy, immediately upon giving written notice of such termination if Customer:

(i) fails to pay in full any Fees owing by it under this Agreement by the due date thereof or breaches any other material provision of this Agreement and such failure or breach continues for a period of fifteen (15) Business Days for non-payment or thirty (30) Business Days for other breach, after delivery of a written notice by Modern Campus requiring Customer to correct such failure or breach; or

(ii) infringes the intellectual property rights of Modern Campus.

(d) Effect of Termination: Upon the termination of this Agreement for any reason:

(i) Modern Campus shall submit to Customer any Customer Data contained in the System in the form of an encrypted database backup file within ten (10) Business Days of receipt of written request by Customer.

(ii) Customer shall immediately discontinue use of the System, Software and User Documentation and Modern Campus shall discontinue the provision of the Services;

(iii) Customer shall pay to Modern Campus the full amount of all Fees payable hereunder outstanding as of the effective date of termination, if any, whether invoiced or not and any other monies owing to Modern Campus; and

(iv) within fifteen (15) Business Days from the effective date of termination and subject to Modern Campus' back-up policies, each Party will return to the other Party, or confirm destruction, of all Confidential Information of the other Party which is then in its possession or control.

(e) Survival of Covenants: Notwithstanding the termination or expiration of this Agreement for any reason, the covenants set out in this Section 4(e) and in Sections 1(d), 3(e), 4(d), 5, 6(c), 7, 9, 10(a), 10(c) and 11 of this Appendix shall survive any such termination or expiration.

5. CONFIDENTIAL INFORMATION

Each Party acknowledges that Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall, and shall cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and shall use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but with at least a reasonable degree of care. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate it or make it available to any third party other than employees, agents and contractors of the Party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement. In the event that any Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, such Party agrees, to the extent permitted by applicable law, to (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such information is required, permit the other Party to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed information as the other Party designates.

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6. WARRANTIES

(a) Software Warranties: Modern Campus hereby warrants to Customer that during the Term the Software will substantially operate in accordance with, and have the functions set out in, the User Documentation.
(b) Remedy: For any breach of the above warranty, Customer's exclusive remedy and Modern Campus' entire liability and sole obligation is to correct the defects in the Software that caused the breach of the above warranty in accordance with the terms set out in Exhibit A to this Agreement.
(c) Exclusion of Other Warranties: EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE SERVICES, SYSTEM, SOFTWARE OR USER DOCUMENTATION THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THAT THE SERVICES, SYSTEM OR SOFTWARE WILL MEET CUSTOMER'S NEEDS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME OR WILL BE ERROR FREE.

7. INDEMNIFICATION

(a) Modern Campus' Indemnity: Modern Campus shall defend at its own expense any claim, proceeding or suit brought against Customer, its affiliates, directors, officers, employees and agents, by a third person (referred to as a "Claim") to the extent such Claim alleges that the Software furnished hereunder infringes any U.S. or Canadian copyright, valid registered patent or trademark of a third person, and will indemnify and pay all damages which by final judgment or settlement may be assessed against Customer on account of such Claim, provided that:
    (i) prompt written notice of the Claim or of any allegations or circumstances known to Customer which could result in a Claim is provided to Modern Campus;
    (ii) reasonable information and assistance are received from Customer, at Modern Campus' expense, which Modern Campus may require to defend the Claim;
    (iii) Modern Campus is given sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; and
    (iv) the alleged infringement does not result from any non-permitted uses, alterations, modifications or enhancements carried out by Customer or on its behalf by a third person.

    If such Claim has occurred, or in Modern Campus' opinion is likely to occur, Customer agrees to permit Modern Campus, at Modern Campus' option and expense, either to procure for Customer the right to continue using the Service, including the System and Software, or to replace or modify the Software so that it becomes non-infringing without substantial loss of functionality, or if none of the foregoing alternatives is reasonably available and at Modern Campus' discretion, require the Customer to discontinue use of the Services, including the System and Software and Modern Campus shall issue a refund to Customer for the remaining pro-rata portion of any pre-payments corresponding to the current Term Subscription Fees. The foregoing states the entire obligations and liabilities of Modern Campus with respect to any infringement of intellectual property rights of any third person.

8. INSURANCE

Modern Campus shall maintain, at Modern Campus' sole expense, the following insurance coverages and limits:

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(i) Commercial General Liability Insurance with limits of liability not less than $1,000,000 USD per occurrence and $2,000,000 in the aggregate, including liability coverage for bodily injury or property damage;
(ii) Professional Liability insurance including Errors and Omissions Insurance with limits of liability not less than $3,500,000 USD per occurrence and in the aggregate; and
(iii) Cyber Liability insurance with limits of liability not less than $3,500,000 USD per occurrence and in the aggregate.

Modern Campus' insurance shall be primary, and any applicable insurance maintained by Customer shall be excess and non-contributing.

9. LIMITATION OF LIABILITY

(a) Consequential Damages: IN NO EVENT SHALL MODERN CAMPUS, OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR ANY LOST REVENUE, LOST PROFITS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

(b) Limitation of Direct Damages: SUBJECT TO SECTION 9(c) OF THIS APPENDIX, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY CUSTOMER AGAINST MODERN CAMPUS OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING A BREACH BY MODERN CAMPUS OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER OR NOT A FUNDAMENTAL BREACH), OR DAMAGES RESULTING FROM MODERN CAMPUS' NEGLIGENCE OR WILLFUL MISCONDUCT, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM MODERN CAMPUS PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE AMOUNT PAID BY CUSTOMER TO MODERN CAMPUS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT CAUSED THE CLAIM, DEMAND OR ACTION UNDER THE CATEGORY OF SUBSCRIPTION FEES.

(c) Exception: NOTWITHSTANDING SECTION 9(b) ABOVE, THE LIMITATION SET OUT THEREIN SHALL NOT APPLY TO ANY DATA BREACH CAUSED BY MODERN CAMPUS' GROSS NEGLIGENCE, IN WHICH CASE CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM MODERN CAMPUS PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO FIVE MILLION DOLLARS ($ USD 5,000,000).

10. MISCELLANEOUS

(a) Governing Law: This Agreement shall be governed by, and construed and enforced in accordance with, the laws in force in the state of Delaware. The Parties hereto agree to submit to the jurisdiction of the courts of the state of Delaware and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court

(b) Modifications: This Agreement may be modified only upon written agreement by the Parties hereto.

(c) Severability: In the event that any provision (or any portion of a provision) of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.

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(d) Assignment: Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party in whole or in part without the prior written consent of the other Party, except that either Party may assign this Agreement with all of its obligations and rights to an Affiliate or to an entity which acquires all or substantially all of the assets and business of the Party by merger, sale of assets, sale of stock, operation of law or otherwise.

(e) No Agency: Nothing herein shall be deemed to constitute either Party as an agent, representative or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other Party. Neither Party will have the authority or right to represent nor obligate the other Party in any way.

(f) Modern Campus and Learning Workforce & CommunityBrand Protection: The logo "Powered by Modern Campus" or "Powered by Learning Workforce & Community", with embedded link to Modern Campus website, will appear in appropriate visible locations within the Software including Login pages.

(g) Customer List: Modern Campus is permitted to list the Customer's logo and name in marketing materials including within a customer list composed of other Modern Campus customers.

(h) Force Majeure: No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control provided that written notice of delay (including anticipated duration of the delay) shall be given by the affected Party to the other Party within ten (10) days of the affected Party first becoming aware of such event.

(i) No Waiver: Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

(j) Cooperative Purchasing: Customer shall be eligible to purchase any Modern Campus products under the terms of, and be governed by, this Agreement at the then rate set by Modern Campus. Each such purchase will be reflected on a separate Order Form or Statement of Work, executed specifically for that purchase. Each purchaser shall be responsible for its own purchases and shall be liable only for goods or services ordered and received under the Order Form or Statement of Work to which it is a party.

11. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

"**Affiliate**" means any corporation or entity controlling, controlled by or under common control, directly or indirectly with Modern Campus or the Customer, as applicable.

"**Authentication ID**" means a security mechanism by which an Authorized User identifies herself or himself to the System and gains access thereto, which security mechanism may include user identification,

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passwords, digital certificates or any other similar process mechanism for authentication and recognition as determined by Modern Campus from time to time.

"**Authorized User**" means any company or individual, including Customer's employees, agents, clients, consumers, students or instructors, who Customer has authorized to access and use the Services.

"**Business Day**" means any calendar day except for Saturday or Sunday, or any statutory holiday observed in the state of California.

"**Change Request**" means any document detailing Customer service requests or Software customizations, along with pricing, that requires approval in writing by both parties.

"**Confidential Information**" means this Agreement; all data and information relating to the business and management of either Party, including Customer Data; the Software, including its design, ideas embodied therein, models and databases; and marketing, financial or personnel data of a Party, provided, however, that Confidential Information shall not include any data or information which:
(i) is or becomes publicly available through no fault of the Party to whom disclosure is made;
(ii) is disclosed to a Party by a third party under no obligation of confidentiality to the other Party; or
(iii) is further disclosed with the prior written consent of the disclosing Party.

"**Customer Data**" means any data, content, and information in electronic form input or collected through the System by or from Customer, including without limitation by Customer's clients.

"**Customer's Point of Contact**" has the meaning ascribed to it in Section 2(c)(i) of Exhibit A.

"**Fees**" means collectively the Service Fees, Subscription Fees, and any Other Fees, where "Service Fees", "Subscription Fees", and any "Other Fees" are set out in Appendix 1 to this Agreement.

"**Hours of Support**" means between the hours of 9:00 a.m. and 8 p.m. Eastern Time (standard or daylight, as the case may be) on Business Days. Hours of support for Severity 1 issues (out of service) are 24 hours a day, 7 days per week.

"**Objectionable Content**" means content that infringes any applicable laws, regulations or third person's rights, and content which is in breach of any person's intellectual property rights.

"**Person**" means any individual, estate, sole proprietorship, firm, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, limited liability company, corporation, body corporate, trustee, trust, governmental authority or other entity or organization and includes any successor to any of the foregoing.

"**Resolution**" has the meaning ascribed to it in Section 1(f)(iv) of Exhibit A.

"**Revenue**" is defined as all revenues, net of discounts and refunds, that Customer charges, bills, invoices, or receives through the direct or indirect usage of the Software and may include, but is not limited to tuition fees, event or add-on fees, special requests, administrative fees, supplementary fees, other purchases through any use of the Software whatsoever, and includes indirect Revenue received in another system as a result of the purchased program, course, or other item being marketed through Modern Campus.

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"**Service**" means collectively the services to be provided by Modern Campus to Customer as described and set out in this Agreement.

"**SLA**" – means Modern Campus' standard service level agreement as defined in Exhibit B.

"**Software**" means the software, modules, tools, and other features provisioned and made available to Customer set out in Appendix 1 to this Agreement.

"**Statement of Work (SOW)**" is a document detailing Customer service requests or Software customizations that contains schedule, roles and responsibilities, and other project-based information and requires approval in writing by both parties.

"**System**" means collectively: (i) the Software; and (ii) the computer server that houses the Software and those devices and peripherals physically located with such server located behind Modern Campus' border router, which is used to establish connectivity from the System to the public Internet.

"**Term**" means collectively the Initial Term and any Renewal Term; where the "Initial Term" and any "Renewal Term" are set out and defined in Appendix 1 to this Agreement.

"**User Documentation**" means online help and any additional materials published by Modern Campus with respect to System functionality.

"**Use Rights**" means the parameters by which Customer may use the Software set out in Appendix 1 to this Agreement.

"**Virus**" means a piece of code usually (but not necessarily) disguised as something else that causes some unexpected and, for the victim, usually undesirable, event and which is designed so that it may automatically spread to other computer users; the term 'Virus' will also be deemed to include worms, cancelbots, trojan horses, harmful contaminants (whether self-replicating or not) and nuisance causing or otherwise harmful applets.

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Exhibit A

SUPPORT

1. SCOPE

(a) Generally: Modern Campus shall provide the Support Services in accordance with the provisions of this Exhibit.

(b) Provision of Updates: From time to time, Modern Campus shall deploy updates to the Software as and when developed by Modern Campus. Modern Campus reserves the right to update any production hosted environment, in collaboration with the Customer, within 30 days of the availability of the Software update.

(c) Exclusions: Modern Campus' obligations hereunder do not include maintenance services on any third-party software, or monitoring or otherwise managing customer's on-premise computing environments. Under no circumstances do Modern Campus' obligations under the SLA include, without a separate services engagement, any onsite support services, or training.

(d) Description of Support: Subject to Customer providing First Level Support and performing its other obligations as described herein, Modern Campus shall provide support through its online support portal during the Hours of Support. Support shall consist of:

a. Verifying and/or confirming the Severity Level of Customer's query; and
b. Providing Customer with any readily available Resolution, which may be a temporary Resolution until a permanent Resolution can be developed, or a work around to rectify an Error.

(e) Severity Level Classifications: Modern Campus' help desk and Customer's Point of Contact will reach agreement on the severity of each issue according to the severity classifications contained in this Section. If agreement cannot be reached, the issue will be escalated to a representative of Modern Campus' and Customer's management to reach agreement. Modern Campus will use commercially reasonable means to address the issue within the specified timeframes contained herein depending on the severity level.

Severity 1

A problem fits the classification of Severity 1 when any one of the criteria shown below is met.

- No access to the Software's core functionality for all Customer end users due to Software.
- Severely limited ability to use major functionality of the Software AND there is an imminent mission-critical business deadline and/or significant business impact for all Customer users.

Severity 2

A problem fits the classification of Severity 2 when any one of the criteria shown below is met.

- Limited ability to use a major feature or functionality of the Software and there is no reasonable Workaround.
- Complete inability to use the Software for a small or non-significant portion of Customer's organization.

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Severity 3

Severity 3 is the default severity of new tickets unless specific criteria for Severity 1 or Severity 2 can be demonstrated. A problem fits the classification of Severity 3 when any one of the criteria shown below is met.

- Loss of Software functionality to an individual user or group with minor overall business impact.
- Identified errors that require final resolution in software but whereby a suitable workaround has been provided.
- Minor cosmetic or functional errors that do not stop users from performing required task

(f) Response Times and Resolution:

(i) For any problems that are outside of the scope of Customer's First Level of Support, Customer's Point of Contact shall contact Modern Campus' online support portal.

(ii) Any issues left from the Customer Point of Contact to the Modern Campus online support portal will be responded to through the creation of a trouble ticket according to the following Response Times only during Hours of Support from the time the message was left:

Severity 1: 1 hour
Severity 2: 4 hours
Severity 3: Next business day

(iii) Modern Campus shall attend to each of Customer's reported Incidents based upon Severity Level, and, for Incidents of the same Severity Level, based upon the date and time of receipt of the reported Incident unless otherwise directed.

(iv) "Resolution" means any action, software, script, workaround or other means to enable the Software to run as per the User Documentation.

(iv) Targeted time for Resolution of problems from start of Resolution efforts are shown below.

Severity 1: 4 hours
Severity 2: 8 hours only during the Hours of Support
Severity 3: to be considered for correction in the next fix pack, or product release

(v) Modern Campus does not warrant that, in all circumstances, it will be able to provide a Resolution in the time frames specified. Customer shall co-operate promptly with Modern Campus in the investigation, diagnosis, and Resolution of incidents. If Modern Campus anticipates that the expected resolution time will not be met then a revised resolution time will be communicated to Customer's Point of Contact before the expected resolution time expires.

2. CUSTOMER'S OBLIGATIONS

(a) Customer's Help Desk: Customer shall establish and maintain a help desk to provide First Level Support for Customer's users of the Software. Each individual on the Customer's help desk must be knowledgeable with respect to the use and operation of the Software and have the ability to diagnose the source of the problem. For greater certainty, such diagnostic ability means the ability to determine whether the problem relates to hardware, network, third party software or an issue with the Modern Campus Software.

(b) First Level Support: Customer shall provide to its users and perform First Level Support prior to contacting Modern Campus regarding any issues. The First Level Support consists of the following requirements:

- Customer end user support regarding the use and operation of the Software;

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- Resolution of Customer internal tickets that represent Software that is working as designed according to documentation, training, or help materials;
- User identification and password maintenance;
- Customer equipment support;
- Maintenance of Customer internal network;
- Problem detection and escalation to Modern Campus' help desk;
- Customer internal problem ticket management (Open/Notification, Documentation/Logging, Follow-ups, Reporting) and
- Problem diagnosis and resolution in conjunction with Modern Campus' help desk.

Customer will perform an analysis of the problem identified by its users and resolve those problems within its scope of responsibility. If the problem is within the scope of Modern Campus' responsibility then Customer shall escalate the problem to Modern Campus' help desk by contacting Modern Campus' help desk.

(c) Contacting Modern Campus:

(i) The Customer will provide a single point of contact to the Modern Campus Help Desk and two (2) alternatives (collectively referred to as the "Customer's Point of Contact").

(ii) Only those individuals designated by Customer as Customer's Point of Contact may contact Modern Campus' help desk to resolve problems regarding the use of the Software that Customer's help desk cannot otherwise resolve. Modern Campus shall not be obligated and may not respond to any users or from any employees of Customer other than the Customer's Point of Contacts or, at the discretion of Modern Campus, employees on Customer's help desk.

(iii) Customer shall not contact Modern Campus for any issues that are to be resolved by Customer under "First Level Support". In the event that Customer contacts Modern Campus' help desk with "First Level Support" issues, Modern Campus shall notify Customer of the improper use of Modern Campus' help desk. If the situation persists after receipt by Customer of such notice then, if mutually agreed upon, Modern Campus may charge Customer additional fees based on time for handling such "First Level Support" issues. Notwithstanding the preceding, and at any time, Modern Campus may refuse to respond or process any issues classified as "First Level Support".

(iv) Modern Campus will provide Customer with complete contact information for the Modern Campus Help Desk and will notify the Customer single point of contact at least 24 hours in advance of changes in the contact information.

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Exhibit B

SOFTWARE HOSTING

(a) Description of Application Hosting: Modern Campus will provide application hosting for the Customer as described herein, on the intended environment defined by Modern Campus, and those ongoing activities required to make the Software available to the Customer on an ongoing basis.

(b) Service Levels: Modern Campus will maintain 99.95% availability for Customer on a monthly basis. Availability as defined by the ability for authorized users to access and/or login to the application as well as ability for regular use of the Software and Services (excluding downtime due to required services outside of Software or Modern Campus control such as identity management integration, credit card merchant service availability etc.). Scheduled routine maintenance, critical maintenance, denial of service attacks or any event, or a series of related events, which are outside the reasonable control of Modern Campus for affecting normal availability, will not be included in availability calculations. Routine maintenance is defined as general enhancement to the application. Critical maintenance is defined as updates requiring immediate application to ensure security or stability in response to potential environmental threats.

Under no circumstances will availability calculations include any downtime that can be identified as resulting from Customer network, Customer computers, or other reasons outside of Modern Campus' control.

Routine maintenance is scheduled at such times to minimize the impact of any downtime of the System to Customer.

In the event that, during the Initial Term or Renewal Term, the Application Hosting fails to meet the availability commitment set out for the Application Availability then Modern Campus shall issue service credits calculated in accordance with the following to the Customer for that particular month, such service credits to be deducted by Modern Campus from future Charges.

Service Credit = (3 x (Up-Time Target Percentage – Actual Up-Time Percentage)) * (Annual Subscription Fee/12 months)

(c) Service Level Monitoring: Modern Campus will utilize appropriate measurement and monitoring tools and procedures necessary to measure its performance of the Support Services and compare such performance to that required by the service levels.

(d) Redundant Systems: The Software will at all times be maintained on servers and other hardware (the "Primary Hardware") maintained by or on behalf of Modern Campus that will be located in a data center ("Data Center") that employs industry-leading security measures, with regard to both physical security (e.g., restricted access to servers, etc.) and electronic security (e.g., firewalls). Modern Campus will also provide for redundant servers and other hardware ("Redundant Hardware") at such Data Center so that, if the Primary Hardware malfunctions, the Redundant Hardware will host the Software according to the specifications set forth herein.

(e) Backup: Modern Campus encrypts all database backups at rest and targets a recovery point objective of 1 day (RPO). Database backups are kept for 30 days.

(f) System Access: Modern Campus does not give Customers direct access to the production database, except through the use of the Software, for security and data protection purposes. Access to

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Customer data without utilizing the production database can be done through the use of the Archive database subscription option for the Learning Workforce & Community product.

(g) Disaster Recovery: Learning Workforce & Community is hosted on a fully redundant infrastructure that ensures that the Learning Workforce & Community application will operate under normal circumstances with minimal or no downtime in the case of specific, individual component hardware failure. Automated messaging is in place and designed to alert Modern Campus staff of any potential service degradation.

Application data is also redundantly stored in multiple physical locations as part of normal operations of these services. Modern Campus performs database backups as per the Backup Plan. Database backups will be encrypted during storage.

A detailed Disaster Recovery Planning Checklist is developed collaboratively between the Customer and Modern Campus Solutions prior to a production go-live to ensure that roles and responsibilities of both organizations are understood.

Without limiting the foregoing, Customer reserves the right to test the validity of the disaster recovery instance on a quarterly basis through a Modern Campus assisted process whereby the instance will be logged into, and reasonable review of functionality and existing data will be performed, to determine that the instance is valid and up to date.

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Exhibit C

3RD PARTY HOSTING

1. ON-PREMISE HOSTING
   Modern Campus staff may be requested by Customer, as indicated in the Agreement, to install or configure software or components on Customer owned equipment (e.g. Customer production web hosting server), and Customer will provide all approvals and authorizations required to carry out such activities in writing.

2. 3RD PARTY WEB HOSTING
   If Customer purchases production web server hosting services from Modern Campus, this hosting may be provided by a third-party vendor if indicated in the Agreement. Any inability to connect to 3rd party arranged hosted services due to failures or improperly configured services at a third-party hosting facility (including but not limited to DNS services, VPNs, or Internet transport solutions) shall not be considered as outages of Modern Campus hosted solutions.

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Exhibit D

SOFTWARE DESCRIPTION – Modern Campus Lifelong Learning Workforce & Community Edition

Note: Exhibit D is provided for description purposes only.
(See Appendix 1 for Software licensed to Customer)

Modern Campus Lifelong Learning Workforce & Community Core Software	Lifelong Learning Workforce & Community Software installed on one production installation providing access to documented functionality a single branded Site.
Certificate Essentials	Lifelong Learning Workforce & Community software module for managing certificate programs with completion criteria, electives, and related features.
Contract Training Essentials	Lifelong Learning Workforce & Community software module for managing relationships with corporate partners and run contract training classes, and related features.
Contract Training Premium	Lifelong Learning Workforce & Community software module for managing contract lifecycle, from proposals to contract and services, and related features.
Badging, Powered by Credly®	Lifelong Learning Workforce & Community integration with Credly® Badging service to allow for issuing of badges directly from Workforce & Community.
Dashboards	Lifelong Learning Workforce & Community software module for viewing graphical and interactive data visualizations.
Supported State Reporting	Lifelong Learning Workforce & Community software module for state-specific reporting (PA, WI, CA, TX, OK, OH, ID, SC, MD)
Modern Campus Career Pathways	Modern Campus software that drives engagement and enrollment growth by providing relevant job information to prospects and students to understand what programs and courses they should take to meet their goals.
Payment Processors	Lifelong Learning Workforce & Community PCI-DSS compliant gateway to a supported Payment Processor. Customer is required to provide all necessary processor-specific licensing, merchant account services, and credentials to third-party payment processor. USA ePay is an exception where licensing will be coordinated by Modern Campus.
LMS Integration	Lifelong Learning Workforce & Community supplied code and tools, and documentation, to facilitate

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	creation of interface files or API integration to supported LMS.
Authentications Service	Lifelong Learning Workforce & Community software for integration with external authentication service provider. Customer is required to provide all necessary provider-specific licensing, services, and credentials to third-party authentication service.
API (Web Services)	Lifelong Learning Workforce & Community supplied code and tools, and documentation, to facilitate access to Workforce & Community data objects through a SOAP API.
Data Import and Export Tools	Lifelong Learning Workforce & Community standard import file formats for large volume imports into Workforce & Community database for data migration purposes. Default export file formats for large volume data exports are also provided.
ed2go Integration	Lifelong Learning Workforce & Community software for integration with ed2go course catalogs. Customer is required to provide all necessary provider-specific licensing, services, and credentials to ed2go.
Genoo Essentials	Lifelong Learning Workforce & Community software for integration with Genoo CRM. Customer is required to provide all necessary provider-specific licensing, services, and credentials to Genoo. Essentials includes up to 180,000 emails sent through Genoo annually. Emails sent over this cap will be billed by Modern Campus to the client at a market rate set by Genoo.
Genoo Premium	Lifelong Learning Workforce & Community software for integration with Genoo CRM. Customer is required to provide all necessary provider-specific licensing, services, and credentials to Genoo. Premium includes up to 600,000 emails sent through Genoo annually. Emails sent over this cap will be billed by Modern Campus to the client at a market rate set by Genoo.
PeopleSoft Integration	Lifelong Learning Workforce & Community supplied code and tools, and documentation, to facilitate integration between Workforce & Community data objects and PeopleSoft Campus Solutions data objects, for supported use cases, using the Workforce & Community Middleware Cloud.
Ellucian Banner Integration	Lifelong Learning Workforce & Community supplied code and tools, and documentation, to facilitate integration between Workforce & Community data objects and Ellucian Banner data objects, for supported

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	use cases, using the Workforce & Community Middleware Cloud.
Ellucian Colleague Integration	Lifelong Learning Workforce & Community supplied code and tools, and documentation, to facilitate integration between Workforce& Community data objects and Ellucian Colleague data objects, for supported use cases, using the Workforce & Community Middleware Cloud.
Anthology Integration5	Lifelong Learning Workforce & Community supplied code and tools, and documentation, to facilitate integration between Workforce & Community data objects and Anthology Student data objects, for supported use cases, using the Workforce & Community Middleware Cloud.
Messaging Connector for Workforce & Community	Lifelong Learning Workforce & Community supplied code and tools, and documentation, to facilitate integration between Workforce & Community and Modern Campus Message for conversational text messaging.
Automated Back Up and Disaster Recovery	Lifelong Learning Workforce & Community automated processes to backup the production database on a scheduled basis and Modern Campus shall manage a recovery plan and process to quickly restore access in the event of a disaster.
Test (Staging) Instance 7X24 Availability	Lifelong Learning Workforce & Community utilized on an additional Software instance for test purposes.

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VOSS, INDUSTRIES

AND

CUYAHOGA VALLEY CAREER CENTER

MACHINE TECHNOLOGY APPRENTICESHIP - YEAR 4

Gavin Seitz

Cuyahoga Valley Career Center, hereinafter referred to as "CVCC". will provide an instructor to teach a one-hundred and fifty (150) hour training program to Voss Industries, hereinafter referred to as "the Customer," 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 (Gavin Seitz). The terms of payment: CVCC will invoice the customer for the total $2,500.00. Payment due within 30 days. ED

Emilia Demeraski — Sr. HR Manager — Sep 14, 2026

Emilia Demeraski (Sep 14, 2026 14:56:51 EDT)

(Signature) Title Date

9/15/26

Marcy R. Green
Assistant Superintendent

Date

Customer Information

Contact name, email and phone: Emilia Demeraski, EDemeraski@vossind.com, 440-656-8156

Invoice Address: 1000 W. Bagley Rd., Berea, OH 44017

Invoice email Address: EDemeraski@vossind.com

VOSS, INDUSTRIES

AND

CUYAHOGA VALLEY CAREER CENTER

MACHINE TECHNOLOGY APPRENTICESHIP - YEAR 4

Derick Stanfinsky

Cuyahoga Valley Career Center, hereinafter referred to as "CVCC". will provide an instructor to teach a one-hundred and fifty (150) hour training program to Voss Industries, hereinafter referred to as "the Customer," 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 (Derick Stanfinsky). The terms of payment: CVCC will invoice the customer for the total $2,500.00. Payment due within 30 days.

Emilia Demeraski — Sr. HR Manager — Sep 14, 2026

Emilia Demeraski (Sep 14, 2026 14:57:14 EDT)

(Signature) Title Date

Marcy R. Green — 9/15/26

Marcy R. Green
Assistant Superintendent

Date

Customer Information

Contact name, email and phone: Emilia Demeraski, EDemeraski@vossind.com, 440-656-8156

Invoice Address: 1000 W. Bagley Rd., Berea, OH 44017

Invoice email Address: EDemeraski@vossind.com

VOSS, INDUSTRIES

AND

CUYAHOGA VALLEY CAREER CENTER

MACHINE TECHNOLOGY APPRENTICESHIP - YEAR 4

Robert Belton

Cuyahoga Valley Career Center, hereinafter referred to as "CVCC". will provide an instructor to teach a one-hundred and fifty (150) hour training program to Voss Industries, hereinafter referred to as "the Customer," 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 (Robert Belton). The terms of payment: CVCC will invoice the customer for the total $2,500.00. Payment due within 30 days.

Emilia Demeraski	Sr. HR Manager	Sep 14, 2026
(Signature)	Title	Date

	9/15/26
Marcy R. Green Assistant Superintendent	Date

Customer Information

Contact name, email and phone: Emilia Demeraski, EDemeraski@vossind.com, 440-656-8156

Invoice Address: 1000 W. Bagley Rd., Berea, OH 44017

Invoice email Address: EDemeraski@vossind.com

GED Integrated Solutions Inc.

AND

CUYAHOGA VALLEY CAREER CENTER

Custom: Machine Learning Specialization

Cuyahoga Valley Career Center, hereinafter referred to as "CVCC", will provide an instructor to teach an 8-hour training module of custom Machine Learning Specialization to employees of GED Integrated Solutions Inc., hereinafter referred to as "the customer," starting September 21, 2026.

The customer will provide classroom/training space and materials needed for teaching. CVCC will provide the instructor and administrative support which includes payment of instructor's wages.

The cost of training to be provided by CVCC is $1600 per employee. The terms of payment: CVCC will invoice the customer for the amount $1600 per employee which is due within 30 of receipt.

Shari Warman — HR Manager — 09/18/2026

Signature — Title — Date

Dr. Marcy R. Green — 9/21/26

Dr. Marcy R. Green — Date
Assistant Superintendent

Customer Information

Contact name, email and phone: Shari Warman , swarman@gedusa.com 4404133683

Invoice Address: 31100 Diamond Pkwy Glenwillow, OH 44139

Invoice email Address: swarman@gedusa.com

Motor Systems, Inc.

AND

CUYAHOGA VALLEY CAREER CENTER

Machine Learning Specialization

Motor Systems, Inc. will teach an 8-hour training program to employee/s of GED Integrated Solutions, hereinafter referred to as "the customer," to take place starting September 21, 2026, at GED Integrated Solutions, 31100 Diamond Pkwy, Solon, OH 44139.

GED Integrated Solutions will provide classroom space and supplies. Motor Systems Inc will provide the instructor and curriculum. This includes payment of instructor's wages, preparation time and travel.

Motor Systems Inc will invoice CVCC as follows:
Total: $632 per GED employee to be invoiced to Cuyahoga Valley Career Center before the conclusion of the class.

Kevin Salm Kevin Salm (Sep 18, 2026 14:52:09 EDT)	President	Sep 18, 2026
(Signature)	Title	Date
Dr. Marcy R. Green		9/18/26
Dr. Marcy R. Green	Assistant Superintendent	Date

Customer Information

Contact name, email and phone: Paul Tepley, patepley@seuclidfire.com, 216-798-9062
Invoice Address: 1700 Chagrin Blvd. Shaker Hts., Ohio 44120
Invoice email Address: patepley@seuclidfire.com

AGREEMENT BETWEEN
OHIO SCHOOLS COUNCIL
AND
CUYAHOGA VALLEY CAREER CENTER

This Agreement is entered into between the Ohio Schools Council, ("OSC"), having its principal office at 6393 Oak Tree Blvd., #377, Independence, Ohio 44131 and Cuyahoga Valley Career Center at 8001 Brecksville Road Brecksville, Ohio 44141 ("Member District"). The OSC is a non-profit association whose members generally consist of school districts in the State of Ohio ("Member Districts"). This Agreement shall be for the auction services of OSC whose primary responsibility is the legal disposal of buses, equipment, furniture and other items on any number of websites, advertisements, or wholesalers outright.

ARTICLE I
OSC PROGRAM TERMS

Section 1.0 Program Terms. Member District agrees to the OSC's program terms, as follows:

a) OSC shall handle all advertisement, pictures, descriptions, listings and verbal descriptions of said vehicles, equipment, furniture and other items.
b) OSC shall post vehicles, equipment, furniture and other items on any number of websites, advertisements and wholesalers, primarily on Public Surplus.
c) Member District shall allow the vehicles, equipment, furniture and other items to be stored and available for viewing and delivery on the Member District's property between the hours of 8:00 A.M. until 4:00 P.M., with title or deed to said property on hand at the time of pick up. Member District will provide an employee during the designated pickup times of the auction. Otherwise, an hourly fee of OSC will be charged in addition to the "not to exceed hourly fee" outlined in Article VII – Payment Terms.
d) All auctions shall be listed separately and may be given exposure on more than one media source at any given time to enhance exposure and guarantee of top price on sale.
e) Member District is required to turn over all repair orders for OSC in order to potentially stress certain advantages of said vehicles.
f) Member District shall disclose any known defects to OSC so that said defects can be listed in the sales description.
g) Member District has the ability to set reserve or minimum price that it will accept for each item for auction. Once set and posted to the auction site, this reserve price must be honored.
h) Member District agrees to the Terms and Conditions, Auction Payment and Pick-Up Procedure Documents that are attached as Exhibit A in this Agreement. These Terms and Conditions also apply to all successful bidders of the auctions.

ARTICLE II
DURATION AND TERMINATION

Section 2.01 Contact Information. The contact information for each party shall be as follows:

For Ohio Schools Council:
Tom Dreiling
6393 Oak Tree Blvd., #377
Independence, Ohio 44131
216-447-3100

For Cuyahoga Valley Career Center:
Michael McDade
8001 Brecksville Road
Brecksville, Ohio 44141
440-838-8909

Section 2.02 Duration. The terms of this Agreement shall be from the Agreement Date until May 31, 2027. During this term, OSC shall have the exclusive opportunity to sale of vehicles, equipment, furniture and other assets identified for the auction.

Section 2.03 Termination. Either party may terminate this Agreement if the other party fails to comply with a term or condition of the Agreement and fails to correct such failure within 30 days of receiving written notice of such failure.

ARTICLE III
MODIFICATION

Section 3.0 Modification. This Agreement constitutes the entire agreement between the parties. No other oral or written representation or agreement shall have any bearing on the interpretation or meaning of this Agreement. No provision of this Agreement may be added, deleted, modified, or waived other than by the written agreement of both parties.

ARTICLE IV
CONFIDENTIALITY

Section 4.01 Confidential Information. All information concerning the business of Member District provided to the OSC in this Agreement, or which otherwise becomes known to the OSC and its employees or representatives in performance of its obligations hereunder, shall be held in strict confidence by the OSC and to the extent provided by law shall not be disclosed, nor shall any person or entity be given access thereto without the prior written authorization of Member District.

All information concerning the business of the OSC, its subsidiaries, affiliates or members provided to Member District in this Agreement, related to this agreement or which otherwise becomes known to Member District and its employees or representatives in performance of its obligations hereunder, shall be held in strict confidence by Member District, shall not be disclosed, nor shall any person or entity be given access thereto without the prior written authorization of the OSC.

Section 4.02 Trademarks. The OSC acknowledges that all rights in any trademarks associated with the business of Member District including, but not limited to copyrights, trademarks, service marks, slogans, logos, and designs, including all goodwill pertaining thereto, shall be the sole property of the Member District. Member District acknowledges that all rights in any trademarks associated with the business of the OSC, including , but not limited to copyrights, trademarks, service marks, slogans, logos, and designs, including all goodwill pertaining thereto, shall be the sole property of the OSC.

Section 4.03 Confidentiality. Any information supplied to Member District by the OSC shall be deemed confidential to the extent permitted by law and shall not be made generally available to others. Any such information may, however, be disseminated as may be required by law or as may be reasonably necessary in the conduct of business. Any information supplied by the OSC is the property of the OSC and shall be returned upon termination of this Agreement.

ARTICLE V
INDEMNIFICATION

Section 5.0 Indemnification. To the extent permitted by law, Member District shall hold the OSC, its Members, Officers, employees, and agents harmless and agrees to indemnify and defend the OSC, its board, officers, employees, and agents, in both their official and individual capacities, from and against any and all liabilities, claims, penalties, forfeitures, and/or suits, and the costs and expenses incident thereto (including costs of defense, settlement, and attorneys' fees), arising from death or bodily injuries to any person, destruction, damage, or loss to any property or persons, contamination of or adverse effects on the environment, and /or any violation of governmental laws, regulations, or orders, causes, in whole or in part, by (i) a breach of any term, provision, representation, or warranty of the Agreement, (ii) any action or failure to act, negligence, default, omission, or other misconduct of OSC or its employees or other agents in the performance of this Agreement, or (iii) any negligence, misfeasance, or willful misconduct of OSC or its employees in the performance of the Agreement. The OSC agrees to maintain liability insurance in the amount of $1,000,000 during the term of this Agreement.

ARTICLE VI
GOVERNING LAW

Section 6.0 Governing Law. The Agreement and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio without recognition to conflicts of law. If any term or provision of the Agreement, or the application thereof to any person or circumstance is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement or the application of such terms or provisions to the other persons or circumstances, shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

This Agreement shall be binding on Member District, the OSC, and their successors and assigns in respect to all covenants and obligations contained in this Agreement and attachments thereto.

ARTICLE VII
PAYMENT TERMS

Section 7.0 Payment Terms. The following terms will apply to the auction sales commission as outlined below.

Auction Amount	District Portion of Gross Sales Less Hourly Fee	OSC Portion of Gross Sales Less Hourly Fee	Hourly Fee
Under $1,000	70%	30%	$60/hr.- not to exceed $480
$1,000-$5,000	80%	20%	$60/hr.- not to exceed $480
Over $5,000	85%	15%	$60/hr.- not to exceed $480

No other expenses will be charged to the Member District.

Payment from OSC will be provided to the District within thirty days of payment received by Auction Site.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

CUYAHOGA VALLEY CAREER CENTER BOARD OF EDUCATION	OHIO SCHOOLS COUNCIL
Richard Berdine TREASURER	Dr, William Zelei EXECUTIVE DIRECTOR/TREASURER
DATE	DATE

Exhibit A –
Online Sales Terms and Conditions, Standard Disclaimers and Pick-Up Procedures

Ohio Schools Council
ONLINE SALES TERMS AND CONDITIONS

Representative. ***Ohio Schools Council*** is a council of governments (COG) and represents its member districts when selling products on Public Surplus. When Ohio Schools Council is referenced, the member district is also covered in these terms and conditions.

Contract. An award of sale is a contract between the winning bidder and ***Ohio Schools Council*** upon the terms and conditions set forth herein. ***Ohio Schools Council*** may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.

Guarantee Waiver. All property is offered for sale **as-is, where-is**. **Ohio Schools Council** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. Some or all items may have been declared unsafe in their present condition by a federal or state safety standard. Buyers should inspect and, if necessary, repair/test all items prior to any use. Buyer is not entitled to any payment for loss of profit or any other money damages, including but not limited to special, direct, indirect, or consequential damages.

No Description Warranty. Ohio Schools Council is not responsible for any omissions or errors in description of items being offered for sale. It shall be the bidder's responsibility to inspect and satisfy him or herself as to the details and conditions of the item offered before entering a bid. The Agency does not attest to the authenticity of any item.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description or contact the person listed to schedule an inspection.

Indemnification. Bidder agrees for and on behalf of bidder, bidder's heirs, successors and assigns that bidder shall indemnify and hold **Ohio Schools Council** harmless from and against any claim, demand or cause of action arising or alleged to have arisen out of the sale or failure to sell any item of surplus property including claims for personal or bodily injury, death or contract damages.

Consideration of Bid. Ohio Schools Council reserves the right to reject any and all bids and to withdraw from sale any of the items listed before a notice of award is delivered.

Reserve Requirement. If there is a reserve requirement and the reserve price is not met by the close of bidding, ***Ohio Schools Council*** reserves the right to sell the auction item to the next highest bidder, relist the item for auction, or otherwise dispose of the item at ***Ohio Schools Council's*** discretion.

Notice of Award. Successful bidders will receive a Notice of Award by email from PublicSurplus.com

Payment. PayMac Inc. a third-party payment processing company, receives all payments for **Ohio Schools Council.** Payment for an awarded item must be received **within five (5) business days** after the date of the Notice of Award of the successful bid.

Payment may only be made online by credit card, or by wire transfer. **NO CASH, CHECKS, OR MONEY**

ORDERS WILL BE ACCEPTED. If you choose to pay with a credit card, please follow the instructions below. The credit card limit per transaction is $4,000.00. For payments larger than this amount, follow the instructions listed under Wire Transfers.

Payment by Credit Card
Login to the Public Surplus site. Click on the **My Stuff** link and then click on the **Past Bids** link. Click on the description of the auction and then click on the **Pay Online** link located on the right hand side of the screen. Follow the steps to complete the transaction. A receipt will be emailed to you once the payment has cleared.

Partial Payment
There will be **NO** partial payments allowed for an auction. All auctions must be paid in full according to the specified payment process. For example, you WILL NOT be able to partially pay for an auction by Credit Card and pay the remainder by another payment method, such as a wire transfer. All credit card payments must be made using a single credit card.

Wire Transfers
For payments over $4,000.00, a Wire Transfer is required. If you need to do a wire transfer, please email support at buyersupport@publicsurplus.com and ask for wire instructions or request the instructions via live chat. These instructions will be emailed to you. Please follow them exactly to ensure prompt payment.

Pick-Up and Third Party Pick-Up Procedures

1. Upon receipt of payment, You will be notified by email sent to the address You provided at registration with Publicsurplus.com. You may then contact **Ohio Schools Council** and arrange for a mutually convenient pick-up time unless otherwise noted in the auction listing. You must bring to the pick-up location (1) the **Notice of Award**, (2) the **Paid Receipt** and (3) personal **picture identification** (such as a Driver License). **You must present all three identification items at the scheduled pick-up, or the auction item(s) will not be released to you.**

2. If you are picking up an item for someone else, you will need to bring the Notice of Award and the Paid Receipt (photo copies are acceptable), plus a note from the designated winning bidder specifically naming you as authorized representative, along with your own personal picture identification. In addition, you must arrange for the winning bidder to send an e-mail from the winning bidder e-mail address used for the auction, stating that you are authorized to pick-up the item.

Shipping. We cannot ship any item(s). It will be your responsibility to follow the Third-Party Pick-Up Procedures above to ensure that your item is released.

Bid Deposits. **Ohio Schools Council** may require bid deposits in order to ensure fairness to all bidders. The deposit will be reversed if no default occurs or the bidder does not win the auction. The deposit will be retained if the winning bidder defaults.

Buyer Premium. A Buyer Premium of **10.5%** will be added to the final sale price with a $1 minimum charge per auction to collect payment. The premium will be visible during the bidding process and will be included in the payment required.

State/Local Sales and/or Use Tax. Ohio Schools Council may collect sales tax, unless the Buyer has provided a valid tax-exempt certificate to **Ohio Schools Council** prior to payment. If applicable, the sales tax will be visible during the bidding process and will be included in the payment specified.

Removal. Buyer must remove auction item(s) from the agency premises **within ten (10) business days** after the time and date of issuance of the Notice of Award or during the time specified in the auction listing. If the

Buyer, after making payment for an item, fails to remove the item within the specified time, the agency reserves the right (1) to retain all payments; and (2) to dispose of the item through another auction or otherwise. Successful bidders are responsible for packing, loading, removing and transporting all property awarded to them from the place where the property is located as indicated on the website and in the Notice of Award. The Buyer must make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Ohio Schools Council** assume responsibility for packing, loading or transporting auction item(s). Buyer shall be liable to and reimburse **Ohio Schools Council** for any damage to **Ohio Schools Council's** property caused by Buyer's or Buyer Agent's removal of auction item(s) from the premises. No maintenance may be performed on ***Ohio Schools Council*** property.

Risk of Loss. In the event an auction item is lost or destroyed after a notice of award has been sent but prior to removal, and to the extent such loss or destruction is not caused by the buyer, or buyer's agent or employee, ***Ohio Schools Council*** will refund any money paid. The liability of **Ohio Schools Council** shall not exceed the actual purchase price of the property.

Vehicle Titles. Ohio Schools Council will issue a title or certificate upon pick up with confirmed payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **Ohio Schools Council** will not issue replacement titles.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the bid contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Ohio Schools Council** may retain Buyer's bid deposit and exercise such rights and pursue such remedies as are provided by law.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of Online Sales, and agrees to pay for and remove the property, if the bid is accepted, by the dates and times specified.

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE

Standard Disclaimers

Ohio Schools Council Standard Disclaimer:

PLEASE READ TERMS AND CONDITIONS FOR COMPLETE INFORMATION

Ohio Schools Council is a Council of Governments (COG) and represents its member districts when selling products on Public Surplus. When Ohio Schools Council is referenced, the member district is also covered in the disclaimers.

Inspection of Auction items by appointment only.

Ohio Schools Council may require a **bid deposit**.

PayMac handles all payments for ***Ohio Schools Council***.

Acceptable forms of payment are: Wire Transfer or Credit Card.
NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED!

Payment for awarded item must be received within five (5) business days after notice of award.

Ohio Schools Council will charge sales tax. Tax rate will be calculated at time of bidding.

A **Buyers Premium** of **10.5%** will be added to final sale price with a $1 minimum charge per auction for payment collections.

All sales are final. Public Surplus will notify buyer of receipt of payment via email.

Successful bidder will be responsible for pick-up of item(s) from agency's premises. Pick-up must occur within ten (10) business days by appointment only after notification of award unless otherwise specified in auction listing. The notice of award, payment receipt, and personal identification must be presented at time of pick-up, or the item will not be released.

Successful bidder will be responsible for packing, and/or loading any item(s) at pick-up, if necessary.

Auction Payment and Pick-Up Procedure

Congratulations on your winning bid. ***Ohio Schools Council and its representative school districts*** appreciates your participation in our auction. Listed below are the instructions for payment and pick-up.

Payment

PayMac, Inc., a third-party payment processing company receives and processes **ALL** payments for ***Ohio Schools Council***.

Payment may only be made online by credit card, or by wire transfer. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED!**

If you choose to pay with a credit card, please follow the instructions below. The credit card limit per transaction is $4,000.00. For payments larger than this amount, follow the instructions listed under Wire Transfers.

Sales Tax
Applicable sales tax will be added to the amount due unless the buyer has provided a valid tax-exempt certificate to ***Ohio Schools Council*** prior to payment.

Partial Payments
There will be NO partial payments allowed for an auction. All auctions must be paid in full by the specified payment process. For example, you WILL NOT be able to pay partially for an auction by Credit Card and pay the remainder by another payment method, such as a wire transfer.

Credit Cards
Login to the Public Surplus site. Click on "**My Stuff**" and then click on "**Past Bids**". Click on the description of the auction and then click on "**Pay Online**" link located on the right hand side of the screen. Follow the steps to complete the transaction. A receipt will be emailed to you once the payment has cleared.

Wire Transfers
For payments over $4,000.00, a Wire Transfer is required. If you need to do a wire transfer please email support at buyersupport@publicsurplus.com asking for wire instructions or request the instructions via live chat. These instructions will be emailed to you. Please follow them exactly to allow for prompt payment. **Wire transfer can take up to 2 business days to be received and posted. Do not attempt to pick-up your item until you have received notification that the wire transfer has been received.**

Pick-Up Procedures
1. You will be notified upon receipt of payment. You may then contact the responsible party listed for the auction item and arrange for a mutually convenient pick-up time unless otherwise specified in the auction listing. Be sure to bring with you to the pick-up location (1) the "Notice of Award," (2) the "Paid Receipt" and (3) personal identification (such as a Driver's License). **You must present all three identification items at the scheduled pick-up, or the auction item(s) will not be released to you.**

2. If you are picking up an item for someone else, you will need all of the items listed in #1 (photo copies are acceptable), plus a note from the designated "winning bidder" specifically naming you as authorized representative, along with your own identification. In addition, you must arrange for the winning bidder to send an e-mail from the winning bidder's e-mail address used for the auction stating that you are authorized to pick-up the item.

Removal

Buyer must remove auction item(s) from the agency's premises **within ten (*10) business* days** after the time and date of issuance of the Notice of Award or during the time specified in the auction listing. If the Buyer, after making payment for an item, fails to remove the item within the specified time, the agency reserves the right (1) to retain all payments; and (2) to dispose of the item through another auction or otherwise. Successful bidders are responsible for packing, loading, removing and transporting of all property awarded to them from the place where the property is located as indicated on the website and in the Notice of Award. The Buyer must make all arrangements and perform all work necessary, including packing, loading and transporting of the property. ***Under no circumstances will Ohio Schools Council assume responsibility for packing, loading or transporting.***

October 8, 2026
2024282.06

Mr. Michael McDade
Business Manager
Cuyahoga Valley Career Center
8001 Brecksville Road
Brecksville, OH 44141

Cuyahoga Valley Career Center
Nursing Program & Exercise Science Program Renovations - Technical Proposal

Mr. McDade,

We appreciate the opportunity to submit a technical proposal for architectural and engineering services for the renovation of spaces at the Cuyahoga Valley Career Center to house Nursing and Exercise Science programs.

Nursing Program Renovation

We understand that two existing classrooms on the north side of the second floor of the 2001 portion of the building (Area 6) are to be renovated into space for a nursing program. The space will include an operational restroom placed adjacent to existing group restrooms to allow for simpler tie-in to existing plumbing. There is an existing operable partition that will be removed and treatment for the borrowed light windows will also be a necessity to accommodate the new headwalls for the bed stations. A preliminary sketch showing concept for the layout is attached to this proposal. The renovated space will receive all new finishes.

GPD will coordinate with the nursing program administrator to provide connections, blocking, mounting diagrams, etc. for nursing program specific equipment. Specifications or cut sheets of the required equipment should be provided by CVCC. Procurement of the nursing program specific equipment will be done outside of the project. GPD will assist with selection of furniture that can be purchased inside or outside of the project.

Mechanical and Electrical work will be focused on work required within the to-be-renovated space to accommodate the new layout. It is not anticipated that any significant structural design or any civil design will be required.

Exercise Science Program Renovation

We understand that the former architectural drafting classroom in the original 1971 portion of the building is to be renovated into a space that can be utilized by the Exercise Science program to serve as an area for physical readiness. GPD will engage with the Exercise Science instructor to discuss the utilization of the space and determine the best layout and finishes. GPD will provide space planning for future or relocated exercise equipment in the newly finished space.

It is not anticipated that there will be any plumbing work required as part of this renovation. New lighting is anticipated, and HVAC modifications will be incorporated to accommodate changes to the ceiling layouts. Modifications to the existing fire alarm and suppression systems are expected to be required with changes to ceiling and overhead layouts.

As a miscellaneous scope item, GPD will provide venting design for CVCC purchased furnaces in the HVAC Lab. These furnaces are for instructional purposes and are not involved with conditioning of the space.

Assumptions and Clarifications:

- It is not anticipated that hazardous material testing or abatement is required in the spaces to be renovated. Costs associated with this work are not included in this proposal.
- We understand that this project will not pursue any LEED certifications.
- Construction Testing is excluded from this projects and costs associated with this work are not included in this proposal.
- We understand that the exercise equipment for the Emergency Response Training Area is to be provided by the owner.

The schedule for the project is to have construction documents ready to bid and submit to the building department by January 2027. This will allow bidding, contracts, and material procurement to occur in March, April, and May. Construction will commence during the summer of 2027 and the space will be ready to occupy for the beginning of the Fall 2027 school year. We understand that both projects will run simultaneously in both design and construction.

The projects will be bid and constructed through a Construction Manager at Risk. The Basic Services Fee breakdown for the various stage submissions is as follows:

Project Stage/Task	**Associated Fee**
Task 200 Schematic Design	$19,000
Task 400 Construction Documents and Bidding	$40,000
Task 600 Construction Administration and Closeout	$18,000
Total Basic Service Fees	**$77,000**

An allowance for reimbursable expenses, detailing the projected costs of plan approvals and reproduction of review documents is as follows:

Project Stage/Task	**Allowance**
Task 900 Printing, Agency Review Fees, Etc. **(Allowance)**	$3,000
Total Allowance and reimbursables	**$3,000**

This proposal is valid for a period of sixty (60) days from the date of correspondence.

A certificate of insurance to provide evidence that GPD Group, Inc., including professional liability insurance and Ohio Bureau of Worker's Compensation, is attached.

As an architectural and engineering practice, we take great pride in our commitment to serving our clients and the public through our profession. If you need additional information, or have any questions, please feel free to contact me.

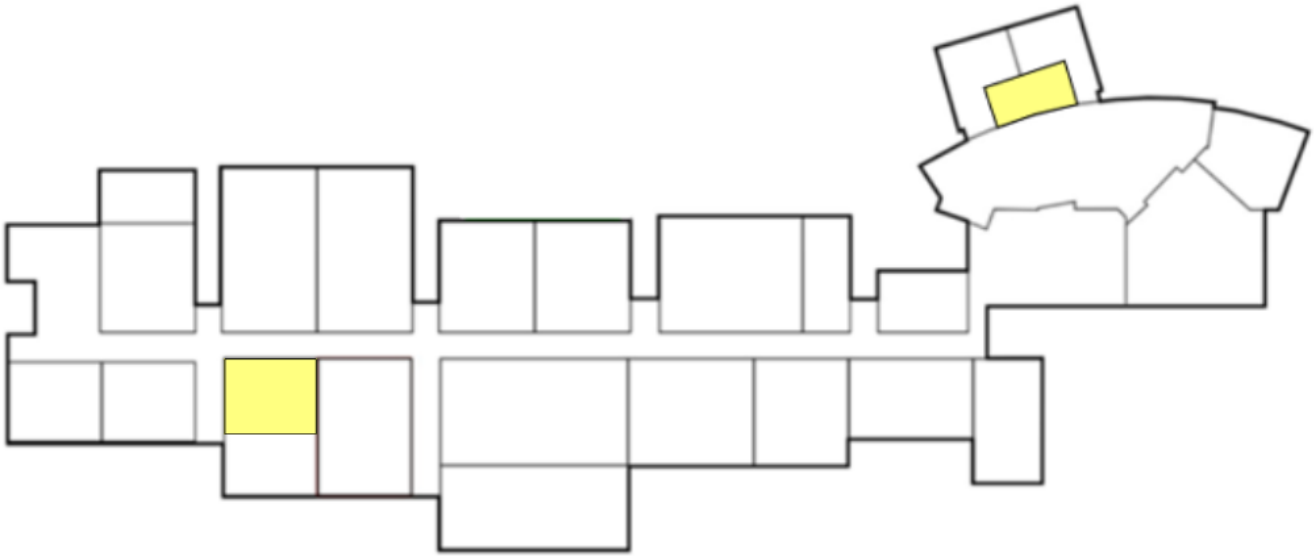
Sincerely,

GPD Group

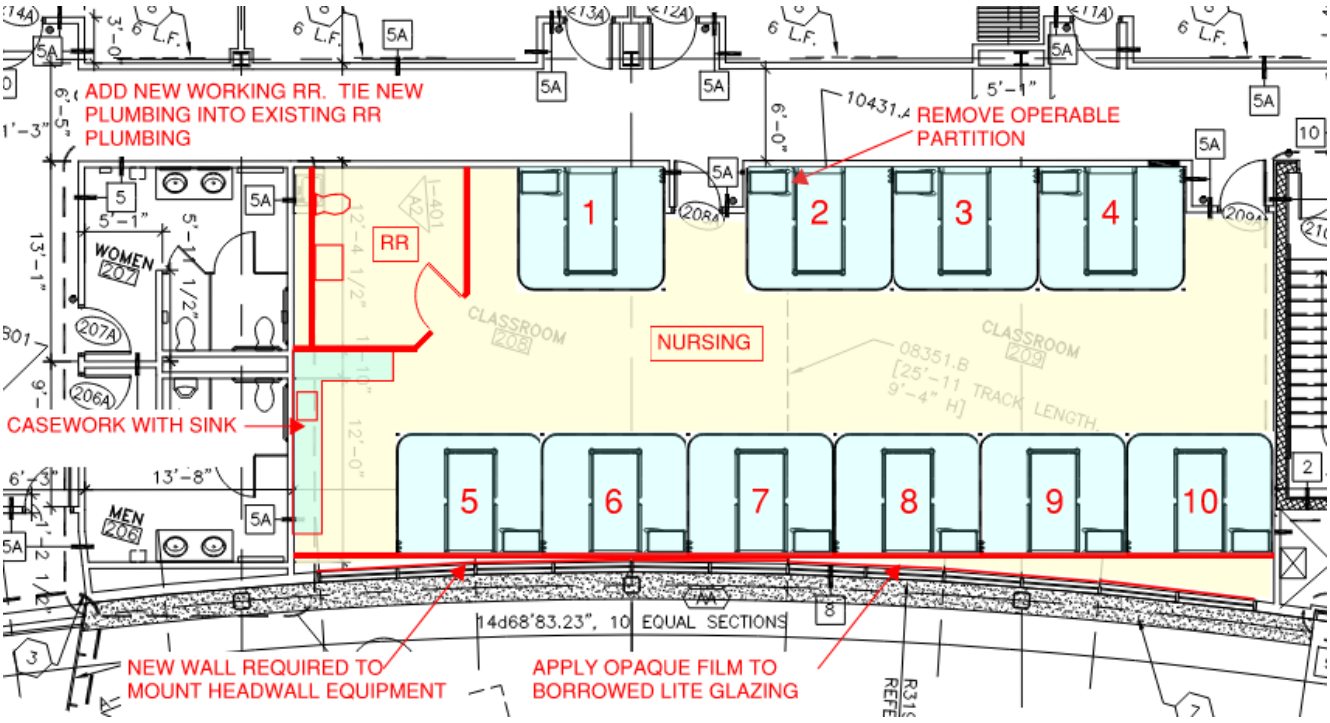


Aaron Rodebaugh, AIA
Architect | Project Manager

Location of the proposed Nursing and Exercise Science spaces to be renovated:



Preliminary plan showing concept for proposed renovated nursing space:



TERMS AND CONDITIONS

Glaus, Pyle, Schomer, Burns and DeHaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client") in the corresponding proposal (collectively the "Agreement"):

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the Agreement and retain and/or retrieve all work product until such invoices have been paid in full. The Client agrees to pay all costs of collection for unpaid fees, including but not limited to attorney costs.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD's services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

Indemnification. GPD and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert-witness fees and defense costs) to the extent caused by its own negligent acts, professional errors, or omissions arising out of the Work or the performance of this Agreement. Neither party shall be obligated to indemnify and hold the other harmless in any manner whatsoever for the negligence of another.

Risk Allocation. In recognition of the relative risks and rewards of the Work to Client and GPD, the risks have been allocated such that Client agrees, to limit the liability of GPD to Client, and any party claiming through Client through contract or otherwise, to a maximum aggregate total of five times the GPD fee, which under no circumstances shall exceed fifty thousand dollars ($50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. In addition to the foregoing, and to the fullest extent permitted by law, GPD, their respective officers, directors, partners, employees, contractors or subconsultants shall not be liable to Client for any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Work or to this Agreement.

Termination of Services. Either party may terminate this Agreement upon 10 days written notice should the other fail to perform its obligations hereunder. In the event of such termination, Client shall pay GPD for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use and agrees to indemnify, defend, and hold GPD harmless from any and all claims, demands, expenses, including attorney's costs which may arise from such Unauthorized Use. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this Agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this Agreement or which was lawfully received from a third party without a restriction on disclosure.

Dispute Resolution. With the exception of GPD claims related to billing and payment matters, which shall be at GPD's sole discretion, any claim or dispute between GPD and Client shall be submitted to non-binding mediation prior to the institution of arbitration proceedings, and shall be brought in a proper venue in Summit County, Ohio. This Agreement and the Work shall be governed by the laws of the State of Ohio. To the extent allowed by applicable law, no action or claim whether in tort, contract, or otherwise shall be brought against GPD more than one (1) year after the completion of the applicable portion of Work as delineated in the attached proposal.

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance to these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This Agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Client shall not assign this Agreement without the consent of GPD. GPD shall be permitted to assign rights and obligations in this Agreement as it sees fit.

Severability. If any term, covenant, condition or provisions of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity. Signature represents authorization and acceptance of the terms and conditions.

SIGNATURE

Client: _____
Name of Firm

_____	_____
Printed Name	Signature
_____	_____
Title	Date

October 8, 2026

Mr. Michael McDade
Business Manager
Cuyahoga Valley Career Center
440-838-8909
8001 Brecksville Road
Brecksville Ohio 44141
mmcdade@cvccworks.edu

RE: CVCC South Drive Reconstruction

Mr. McDade,

GPD Group (GPD) is pleased to provide this proposal for your consideration. The anticipated scope of work and proposed fees is outlined below.

Project Description

It is our understanding that the Cuyahoga Valley Career Center (CVCC) would like GPD to provide professional services for the reconstruction of the asphalt drive on the south side of the Career Center. It is understood that the scope of work is to include concrete curb repairs, if warranted, along the stretch of the drive. Scope of services will include topographic survey, geotechnical services, and civil engineering services. In this proposal, Cuyahoga Valley Career Center will be referred to as the "Client".

GPD anticipates that this project could disturb over an acre of land, typically triggering Ohio EPA stormwater quality requirements. With this project being considered maintenance, stormwater quality management requirements are on a case-by-case basis and ultimate direction will come from the local agency (City of Brecksville, Cuyahoga Soil and Water Conservation District, or the Northeast Ohio Regional Sewer District). Base professional services will include due diligence with these authorities to determine the requirements for this project.

It is understood that the owner's intent is to reconstruct the drive in Summer 2027.

Scope of Services

Topographic Survey

GPD will provide a Topographic Survey, for the site located at 8001 Brecksville Road, Brecksville, Ohio 44141. Part of Cuyahoga County Parcel Numbers 601-10-034 and 601-08-025 (area in red in Exhibit A below, approximately 2.75 acres).

This survey is for the purpose of civil engineering site design and not meant for detailed building addition design. Therefore, interior structure/column lines of the existing building will not be surveyed. Only existing exterior building faces will be shown on the survey.

Underground utilities will be located from 811 request, field reconnaissance and reported utility locations by the Owner. Be advised that private property is not covered by Ohio 811 and their service will not field locate interior utility routing, therefore some buried utilities may not be discovered.

Client will make all provisions for GPD personnel to enter upon private lands as required to perform the above-described services.

Geotechnical Services

The purpose of the geotechnical services is to obtain data to provide geotechnical recommendations for pavement design and construction. Also, general earthwork recommendations pertaining to the establishment of finish grades will be provided.

Subsurface Exploration - The scope of work will include drilling a total of eight (8) test locations consisting of four (4) pavement cores and four (4) soil borings. Soil borings will be extended to a depth of 5-ft below existing grades or until auger refusal. Refer to Exhibit B. Soil sampling would be in accordance with our standard procedures wherein split spoon samples (ASTM D-1586) are obtained at specific depths.

Site Access and Boring Locations - Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any subsurface utilities existing in the area. If there are any other restrictions or special requirements regarding this site or exploration, these should be made available to GPD Group prior to our commencing field work. We will contact local utility companies along with hiring and coordinating with a private utility locating service provider. It normally requires 48 hours to have utilities located.

This proposal is based on all borings being readily accessible to four-wheel drive, truck-mounted drilling equipment. Our field crew typically lays out the boring locations relative to features identified on the site plan. Distances from available features are generally approximated using a measuring tape or by pacing, and right angles are estimated. Approximate elevations of the ground surface at each boring location will be interpolated from available drawings (if available). If a specific elevation reference is desired, we recommend having the project surveyor locate our borings after drilling operations are completed.

Laboratory Testing – Laboratory testing will be performed on representative soil samples in accordance with appropriate ASTM Standards and the soils will be classified in accordance with the Unified Soil Classification System (USCS).

Engineering Analysis - After completion of the field and laboratory testing programs, the data and conditions will be analyzed, and a report will be prepared by or under the direct supervision of a registered professional geotechnical engineer. This report will contain a description of the project and site conditions, a summary of the drilling, sampling, and testing procedures, logs of the borings, a general description of the geologic setting, laboratory test results, and our geotechnical recommendations pertaining to roadway rehabilitation methods.

Civil Engineering Services

GPD has allocated time under this task for an engineer to visit the site and perform a field assessment of the concrete curbing and pavement within the project limits to assist with repair recommendations. The anticipated project limits are shown in Exhibit A at the end of this proposal. The Client will be notified prior to GPD being onsite.

GPD will prepare construction documents that will generally include a project title sheet, general notes sheet, abbreviated stormwater pollution prevention plan/notes/details, existing conditions/demolition plan, site plan, grading plan (with enlargements as required), utility plan (if required), and site/municipal details. The document file(s) will be furnished in AutoCAD Civil 3D 2026 will then be printed to PDF as a deliverable.

GPD will use the topographic survey basemap (created under this contract) as background to the development plans.

GPD will provide all construction specifications within the plan set. Separate book specifications are not included.

As part of GPD's internal policy, we will conduct a quality control review of the construction documents prior to submitting to the Client for an owner review. GPD has allocated time to address one (1) round of Client comments prior to submitting documents to the local agencies for permit review.

GPD will contact the City of Brecksville Engineer, the Cuyahoga Soil and Water Conservation District, and the Northeast Ohio Regional Sewer District (NEORSD) to discuss the project and to determine if stormwater management will be required for this project. If stormwater management is required, GPD will submit a change order request to the Client for review and approval.

GPD will provide an engineer's opinion of probable construction cost (OPCC). GPD has no control over the cost of labor, materials, equipment, or over the contractor's methods of determining prices, over competitive bidding, or market conditions. The opinion of probable construction costs provided in this task are based on the information known to GPD at the time and their experience with similar projects in the industry. GPD cannot guarantee that proposals, bids, or actual construction costs will not vary from its opinion.

Permitting

GPD will submit the documents to the local agencies (City of Brecksville, Cuyahoga Soil and Water District, and NEORSD) for plan approval. The Client understands that all applications must be signed by an owner representative as the applicant and supply GPD with any necessary plan review/permit fees prior to submitting to the city. The checks will be made out to the local agencies.

The task fee assumes addressing one (1) round of agency comments and preparation of response letters for each resubmittal.

GPD does not guarantee the issuance of permits or plan approvals. Permits which are issued for the project typically have conditions and expiration dates which are the sole responsibility of the Client. The Client hired contractor shall be responsible for verifying all approvals and obtaining all final work permits to start construction.

If required due to the project disturbance exceeding 1-acre, GPD will initiate the online Notice of Intent (NOI) application with the Ohio Environmental Protection Agency (EPA). The Owner will be responsible for setting up an account with the Ohio EPA eBusiness Center and submitting the application and paying the associated fee. GPD will assist the Owner as needed to submit the application.

Bidding Services

GPD will prepare front end specifications to assist in the bidding process. GPD assumes a general contractor/single prime delivery.

GPD will attend a pre-bid meeting and a bid opening meeting at the Client's preferred location.

GPD could set up a plan room with SE Blueprint (or Client's preference).

GPD will answer questions (RFIs) during the bid period and issue bid addendums as required.

GPD will provide a bid tab for the Client's review.

GPD will check references of the awarded bidder and prepare a letter of recommendation for the presumed contractor. The contract finalization between the awarded contractor and Client is understood to be by the two parties utilizing typical AIA contracts.

Construction Administration

GPD has allocated 24 hours for general construction coordination with the Client and/or contractor throughout the duration of construction.

GPD has allotted a total of 8 hours of time to review site related shop drawings and RFIs during construction.

- Review of submittals are as follows:
  - For the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
  - The purpose of submittals is not for determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
  - Our review shall not constitute approval of safety precautions or, unless otherwise specifically stated, of any construction means, methods, techniques, sequences, or procedures.
  - Approval of a specific item shall not indicate approval of an assembly of which the item is a component.
  - Shop drawings and other submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Engineer. The Engineer shall be entitled to reasonably rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

GPD has allocated time to visit the site two times during construction to observe general construction progress and/or meet with the owner/contractor. GPD will be onsite for approximately 1 hour each visit. GPD will prepare field reports after each visit and provide the final reports to the Client.

GPD intends to visit the site after substantial completion for a punch walk to review the contractor's work. GPD will prepare a punch list of items and provide the final document to the Client and Contractor. GPD assumes we will not need to revise drawings, calculations, and/or reports due to items discovered during the final punch walk or other site visits. If additional time is required to address construction concerns, GPD will provide an updated proposal with scope/fee.

Additional site visits can be performed for an additional fee or hourly basis. GPD shall not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents.

Construction Materials Testing

GPD geotechnical personnel will observe exposed subgrades and proof-rolls and potential undercuts of any unsuitable/yielding soils followed by the backfill of the undercut, perform concrete testing, and asphalt testing. Daily reports will be provided with our observations and testing results. The estimated duration of work on site for our observation and testing has been estimated for eight (8) days for an 8-hour workday.

Our fee estimate for this geotechnical testing work is $12,000.00 for eight (8) days of on-site testing, plus administration and report review fees. Additional costs would be $1,500.00 per day for each additional day on site beyond the original eight (8) days.

Fee Proposal

GPD proposes to complete the above Scope of Services for the following lump sum fees.

Task	Proposed Fee
Topographic Survey	$9,000
Geotechnical Services	$8,000
Civil Engineering Services	$18,500
Permitting	$6,500
Bidding Services	$5,500
Construction Materials Testing	$12,000
Construction Administration	$11,500
Reimbursable Expense Allowance (for printing, review fees, etc)	$3,000
Total	**$74,000**

Proposed Schedule

Upon acceptance of this proposal and written authorization, GPD will schedule the topographic survey and geotechnical field work in the next available slot (anticipated to begin within 4 weeks of authorization, weather permitting). Survey basemap will be completed two weeks after the survey field work is completed. Construction documents will be completed 4-6 weeks after the survey basemap is completed.

Clarifications / Exclusions

The scope of services identified above does not imply any further services that are not specifically specified above and are thereby excluded from this fee proposal. A proposal for additional services shall be prepared as requested by the Client. If service adjustments are requested, GPD will provide a proposal revision for your review.

Clarifications:

- Construction phasing, if required, shall be the responsibility of the awarded contractor.
- Construction permit fees and recording/filing fees are to be paid directly by the contractor or client to the required agency, as applicable.
- GPD assumes no utility repairs or upgrades.

Exclusions:

The following items can be added for an additional fee upon request:

- Services due to major changes in the general scope of the project.
- Site lighting upgrades, design, or photometrics.
- Unusual or unanticipated improvements.
- Landscape/Irrigation design.
- Environmental design/services/permitting.
- ALTA survey title research, boundary survey, creation of easements or plats, recording of documents.
- Private utility locate service.
- Retaining wall design.
- Technology/security design.
- Offsite hydrology studies requested by municipalities.
- Stormwater management design.

General

This proposal is valid for a period of 30 days from the date of correspondence.

Your written authorization to proceed is required by GPD internal policies before work can begin.

Thank you again for the opportunity to provide this proposal. We look forward to hearing from you and the potential to work together on this project. Please contact me at 330.572.3565 or via email at mcefaratti@gpdgroup.com with any questions or comments regarding our proposal.

Respectfully,



Michael Cefaratti, P.E.
Site Development Project Manager

Exhibit A



Exhibit B



TERMS AND CONDITIONS

Glaus, Pyle, Schomer, Burns and DeHaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client") in the corresponding proposal (collectively the "Agreement"):

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the Agreement and retain and/or retrieve all work product until such invoices have been paid in full. The Client agrees to pay all costs of collection for unpaid fees, including but not limited to attorney costs.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD's services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

Indemnification. GPD and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert-witness fees and defense costs) to the extent caused by its own negligent acts, professional errors, or omissions arising out of the Work or the performance of this Agreement. Neither party shall be obligated to indemnify and hold the other harmless in any manner whatsoever for the negligence of another.

Risk Allocation. In recognition of the relative risks and rewards of the Work to Client and GPD, the risks have been allocated such that Client agrees, to limit the liability of GPD to Client, and any party claiming through Client through contract or otherwise, to a maximum aggregate total of five times the GPD fee, which under no circumstances shall exceed fifty thousand dollars ($50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. In addition to the foregoing, and to the fullest extent permitted by law, GPD, their respective officers, directors, partners, employees, contractors or subconsultants shall not be liable to Client for any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Work or to this Agreement.

Termination of Services. Either party may terminate this Agreement upon 10 days written notice should the other fail to perform its obligations hereunder. In the event of such termination, Client shall pay GPD for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use and agrees to indemnify, defend, and hold GPD harmless from any and all claims, demands, expenses, including attorney's costs which may arise from such Unauthorized Use. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this Agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this Agreement or which was lawfully received from a third party without a restriction on disclosure.

Dispute Resolution. With the exception of GPD claims related to billing and payment matters, which shall be at GPD's sole discretion, any claim or dispute between GPD and Client shall be submitted to non-binding mediation prior to the institution of arbitration proceedings, and shall be brought in a proper venue in Summit County, Ohio. This Agreement and the Work shall be governed by the laws of the State of Ohio. To the extent allowed by applicable law, no action or claim whether in tort, contract, or otherwise shall be brought against GPD more than one (1) year after the completion of the applicable portion of Work as delineated in the attached proposal.

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance to these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This Agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Client shall not assign this Agreement without the consent of GPD. GPD shall be permitted to assign rights and obligations in this Agreement as it sees fit.

Severability. If any term, covenant, condition or provisions of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity. Signature represents authorization and acceptance of the terms and conditions.

SIGNATURE

Client: _____
Name of Firm

_____	_____
Printed Name	Signature
_____	_____
Title	Date

rev. 04.13.2023

GPD GROUP