

MINUTES
Central State University
Board of Trustees Regular Meeting
4200 Surface Road, Columbus, Ohio
July 24, 2026

Notice having been given in accordance with the amended Board of Trustees Code of Regulations, the following members met on July 24, 2026, on Central State University's campus. The meeting was open to the public and trustees attended in-person or virtually in compliance with O.R.C. 121.22.

CALL TO ORDER

Trustee Gamblin called the meeting to order at 9:00 a.m.

Arcola Whatley called the roll, and a quorum was announced (seven *voting trustees*).

Voting Trustees

Jacqueline Y. Gamblin, Chair	Present (in-person)
Natalia S. Harris, Vice Chair	Present (in-person)
Richard C. Perry	Present (virtual)
Jason R. Manns	Present (virtual)
Linda D. Matthews	Present (in-person)
Shon P. Anderson	Absent
James L. Ervin, Jr.	Present (virtual)
Ervan D. Rodgers	Present (in-person)

Student Trustee

Asher Akens	Present (in-person)
Simone Liddell	Present (virtual)

Others present either in-person or virtually were members of the administration including Morakinyo Kuti, Kevicia Brown, Ken Henault, Amy Hobbs, Rebecca Kocher, Kathlene Madden, Gretchen Parrish, Arlene Nicholas-Phillips, Adrian Petway, Jose Toledo, Arcola Whatley and Vonetta Whitacre.

APPROVAL OF AGENDA

Trustee Ervin moved to approve the agenda as presented. The motion was seconded by Trustee Manns and passed unanimously.

READING AND APPROVAL OF THE BOARD OF TRUSTEES MEETING MINUTES

Trustee Gamblin asked for a motion to approve the minutes from the May 1, 2026, regular board meeting and May 28, 2026, special board meeting. Trustee Harris moved to approve the minutes as presented. The motion was seconded by Trustee Manns and passed unanimously.

NEW BUSINESS

The Board of Trustees was provided financial reports on August 27, 2026, through the Board Portal, for review and in preparation for discussion during committee and regular Board meetings.

Financial Update. Chair Gamblin introduced Christina Torres, audit partner, Crowe LLP, who will present details of the university's audit report for fiscal year 20203 ("FY23"). Ms. Torres gave details of the finalization of the fiscal year 2023 audit and highlights from the report.

The auditor's opinion that was issued from Crowe was a disclaimer of an opinion due to various reasons. One reason was that the University could not provide proper support for its cash reconciliations and different related party transactions. Part of this comes from the different related parties which would be the Central State University Foundation ("CSUF") and the Innovation and Development Foundation ("CSU-IDF") and transactions between the two entities and the University did not have proper support, and these transactions were not reconciled during the year. In addition, cash reconciliations were not taking place during the year which interact with all the different accounts within the financial statements. The cash transactions could have had an impact on either revenues or expenses, other receivable or other liabilities as well, and this led Crowe to issue the disclaimer.

There were multiple different items that impacted this year's audit that were unique compared to other fiscal years. For example, capital assets for FY23 increased significantly over FY22 which was due to various agreement that were implemented with University Housing Solutions ("UHS"). In reviewing the agreements, there was a new pronouncement that was implemented for the fiscal year that required the agreements to be recorded both as an asset for the building as well as the related liability. These were identified as alternative payment arrangements ("APA") and recorded within both the financial statements and notes. Another item is related to the net pension liabilities that are recorded throughout this fiscal year, and of these shifted from a liability to an asset. As well, the University had subscription-based technology arrangements that came on as a liability this year which was also due to the implementation of a new standard and with Information Technology agreements that extend past one year, these are now included as both an asset and a liability.

As part of the University's audit process, Crowe completed a single audit of the federal funds. Due to the University expending more than \$750,000 in the fiscal year and this was required, and the testing was based on information from the federal government. The different programs that were selected for testing are outlined by the federal government and this included the student financial aid cluster due to the large amount that was spent for this as well as Title III, the land-grant program and the remaining money that was spent for the COVID-19 Education Stabilization Fund. These were the four major programs that were tested as part of the FY23 audit.

As the auditors went through the testing, there were a number of findings issued and, as a result, Crowe issued a qualified opinion over the student financial aid cluster and the Title III program. The opinion outlines the different components along with the issues and was qualified while the remainder of the items were unmodified. For the land-grant program and COVID-19 Education Stabilization fund grant, these were unmodified. So, there were two qualified and two unmodified opinions. In review of the report, there are different sets of findings. There is the financial statement findings as well as the federal findings. Within the financial statement findings, there are different findings related to the University's component units, the foundations, are also included. The component units are required to be included within the financial statement report so that the reader can know what the main issues are with these numbers, as well as any items found in conjunction with the University's numbers. And although these findings may not directly report to management of the University, because they affect the numbers that are presented, Crowe is required to include these material findings as well within the audit report.

Chair Gamblin stated that the board has had the opportunity to review the audit report in detail and asked what the duration of Crowe is for performing as the independent auditor for Central State. Ms. Torres responded that Crowe engaged with the University in 2013, 10 years. The auditor is chosen through process with the Auditor of State that releases a request for proposal for auditors. At the five-year mark, there is a process that the state goes through to either rebid the audit or talk to both the auditor and management and find out if they would like to continue in the role as independent auditor. At that point, Crowe renewed for a five-year term. After 10 years, the Auditor of State has a requirement that auditors roll off and a new auditor be procured and approximately one year ago, a new process went out to procure the new auditors for fiscal year 2024. Trustee Rodgers commented that he was encouraged that actually looking at the report in great

detail, based on the numbers for 2026 that have been presented thus far, the University is in a much better place. Once the University gets past the prior audits, it is hoped that the tremendous effort by DAS that has been involved along with staff and the Board will be realized. Chair Gamblin thanked Ms. Torres and noted that the Board has had a chance to review and understands the seriousness of the report. There have been several improvements since fiscal year 2023 and the Board will continue to address any additional findings.

President's Report. President Kuti commented that the results of the audit report were not surprising because of the timing, and the University knew there were financial challenges, although, not to this extent. When the issues did become apparent, the University reached out to DAS and fiscal watch was the result. Since then, the University has taken steps to exit from fiscal watch and will be in a much better position financially, academically, and operationally. The process has required the University to make very difficult but necessary choices to fulfill the mission to promote student success, conduct research that impacts lives, and extend the knowledge to improve lives of people around Ohio and beyond. The University has restructured its workforce significantly and will also increase tuition for AY26 and AY27. It has increased its out-of-state surcharge from \$1,500 to \$3,000 per semester and currently, the University is only hiring essential employees and fiscal controls and policies have been implemented.

President Kuti presented details from an actual comparison of FY26 to FY25 revenue and expense budgets. He highlighted overall revenue sources which included tuition and fees along with the most critical line item in FY26 entitled "State Emergency Funding" that was received in May. President Kuti thanked Governor DeWine, the legislative body, Department of Higher Education, Department of Health and Human Services, Director Madden and everyone that advocated on behalf of Central State University to get the \$5 Million emergency funding. The revenue shows up in the amount of \$4.3 Million because this is how much the University has spent as of June 30. The total amount received was \$7 Million, \$5 Million in emergency funding and \$2 Million for settlements and legal expenses, and the University has been working to pay multiple bills from previous years.

For the FY27 budget, the University is in a much better place and reflects the choices that the University has made. It projects a conservative enrollment because of the reduced housing on campus from 1,800 beds to 1,250 with the purpose of improving the quality of student experience on campus. In addition, the University has capped expenses at \$52 Million and will focus on building its cash reserves to \$3.5 Million or three months' worth of operating expenses, which is according to policy. The University made the decision to sell land that is not critical to the strategic plan and is projected to yield \$5.5 Million. President Kuti also mentioned that the University is working on a one-time infusion of funds that may generate up to \$8.5 Million for strategic investments. Chair Gamblin commented that board understands the need to build cash reserves. This is a focus area, and the board wants to closely monitor how funds are coming in and where funds are going out. A detailed report of the FY27 projected expense budget was broken down by program. He noted that for scholarships and fellowships, the new process is for the President to approve the scholarship amounts for each of the divisions with exceptions for certain categories, and this will be reflected in a written policy. Currently, the account line item shows \$4 Million in the budget and there will be an additional \$450,000 coming from the University's foundation.

Dashboard Reports. President Kuti presented details of the FY27 goals for the Office of the President which included the strategic plan implementation and alignment with the campus master plan and capital budget. The university is working on an initiative "Destination Learning Environment" that will be implemented over the next year which involves the campus physical infrastructure as well as having the academic programs that students want and align with future workforce needs. President Kuti explained the four transformational pillars in the strategic plan and goals for each pillar. In addition, he provided details regarding the FY27-FY28 capital appropriations of \$29 Million, which is sevenfold the amount that Central State customarily receives. He thanked Governor DeWine and the Ohio General Assembly for their support. The university also received \$5 Million from ODHE's Strategic Square Footage Reduction Plan and \$8 Million in Title III infrastructure funds. This is a significant investment that will occur on campus and a

tremendous opportunity to improve the student experience. With this said, the OFCC identified \$300 Million in infrastructure needs across campus and the master facilities plan focuses on realistic and achievable goals through targeted improvements in certain areas that will improve student outcomes.

Regarding the strategic enrollment plan for FY27 and FY28, objectives include providing in-demand programs, eliminating low enrolled programs and targeting transfer students who may graduate in a shorter period of time and may not need residential space. But, traditional students have wanted to stay on campus because of the college experience at an HBCU and this will be considered as well.

The university is working to improve its customer service through measurable metrics such as response time and resolution of issues by its faculty and staff. President Kuti also presented data regarding external funding received by Sponsored Programs and Administration along with proposal submission.

Dr. Petway, Vice President for Administration and Finance and CFO, presented an update on activities which included continued implementation of fiscal controls to reduce unrestricted spending and categories were identified that reduced spending by a total of \$2.7 Million. Included in her presentation to the Board was a comparison between actual and projected budgets for FY26. In addition, Cash Management served over 330 new students in the Bursar's Office and Marauder ID during the SOAR orientation and updated vendor files which removed payment barriers and facilitated timely payments to outstanding vendors. She reported out on FY27's new key performance indicators including accounts payable, purchasing and training efforts which focused on "Pillar 3: Continuous Improvement and Operational Excellence." Dr. Petway noted that the university provides comprehensive financial reports each month to the Board via the TEAMS portal and these were discussed in detail during her presentation.

Chair Gamblin asked for an update on the issues that the university has experienced with Banner and the accurate reporting of financial data. Ms. Parrish responded that Ferrilli is working with the university and confident that the financial reports presented are accurate. Trustee Rodgers commented that it is imperative to have the university's systems responding appropriately and not resorting to manual efforts. The university should make sure to continue the positive momentum that DAS has started. President Kuti thanked faculty and staff for their efforts over the past two fiscal years as well the Board of Trustees for going above and beyond the call of duty. He also thanked the students for their steadfast loyalty to Central State, and improvements are coming.

Chair Gamblin introduced the university's two new student trustees, Asher Akens and Simone Liddell.

Ms. Parrish, Ferrilli, reported on updates within CSU's IT department. She presented key performance indicators including hours of Banner support, initiatives across Ferrilli's five strategic pillars and helpdesk ticket resolutions and thanked Mr. Henault for his part in preparing to submit the procurement of a core switch and wireless network upgrade to the Controlling Board. The key performance indicators for FY27 involve staff and student SSB9 training, data and cybersecurity and helpdesk support.

Dr. Toledo, Vice President for Research and Economic Development ("RED") and Director of 1890 Land-Grant Programs, presented FY27 goals and objectives related to academic excellence, research and public service, and strategic investments in innovation and infrastructure including actively identifying new funding opportunities with federal, state and private entitled to increase funding key infrastructure. Key performance indicators included strategic investments in the research and storage buildings along with Emery Hall preservation. In addition, three faculty members received promotion and tenure, Drs. Sakthi Kumaran, Lee Bailey and Rajveer Dhillon. Trustee Manns asked that the Board be able to tour the new research facility during the September Board meeting.

Ms. Kocher, Vice President for Institutional Advancement, presented highlights from FY26 and key performance indicators for FY27. She noted that for FY26, cash receipts totaled over \$2 Million which was slightly over last year and total commitments which included new booked pledges, planned gifts, and other qualifying commitments like gifting in kind totaled \$3.2 Million. In addition, the university saw a 33% increase in the number of donors over the previous fiscal year. The national trend for the last few years since COVID in particular, is that the number of donors continues to decrease in higher education. People are choosing to donate to healthcare, churches and other areas. So, this type of growth is phenomenal for Central State, and this is exactly what the university is doing and building a sustained culture of philanthropy. The university also celebrated its increase in fundraising for the “Gap” scholarships which help students retain and attend Central State. There were 166 students who were impacted by the Gap scholarship support this past fiscal year and 75 of these were graduating seniors. The goals for FY27 are to grow philanthropic investment, strengthen alumni engagement, advance student success and strengthen advancement infrastructure.

Dr. Hobbs, Provost and Vice President for Academic Affairs, reported on highlights and accomplishments for academic year 2026 (“AY26”) from her division. Academic Affairs has realigned academic programs to meet student demand, eliminated twenty low-enrolled degrees and approved two new bachelor’s degrees and two new master’s degrees. The four degrees are a Bachelor of Social Science, Bachelor of Science in Nutrition Science, Master of Science in Computer Data Science and Master of Science in Agricultural Science. These programs were approved by the Board and have been submitted to ODHE for review, and they will then be submitted to HLC. In addition, the university is targeting students from Ohio, and this is a priority. As a result, enrollment of Ohio students has increased by 33%, and persistence of this group has ticked up. Some goals for the AY2027 include improvement of fall-to-fall retention rate and six-year graduation rate, and one of the most important changes around curriculum are the 90 credit hour degrees. Dr. Hobbs expressed her gratitude to Director Madden for sharing her Lean Ohio team out of the Department of Administrative Services (“DAS”) and a four-day Kaizen event and the leadership team decided to use the university’s enrollment clearance process. She presented details of the two resolutions from Academic Affairs to review the civic literacy and citizenship along with the college completion plan. For key performance indicators, the total graduates for the 2026 commencement was 264. For fall 2026, enrollment is 1,481 as of yesterday with 1,330 traditional and 151 online enrollments and 421 new and transfer students.

Ms. Brown, Athletic Director, presented key performance indicators from the Athletics Department include the student-athlete cumulative GPA 3.03. The department’s goals for FY27 are to launch two signature annual scholarship fundraising events, achieve department GPA of 3.2 or above, open an athletic student lab and complete a Marauder Fueling Station—nutrition for 250+ student-athletes.

All reports were made available to the trustees through an internal TEAMS channel on July 10, 2026.

PRESENTATION AND DISCUSSION OF RESOLUTIONS

Ms. Whatley summarized the following resolutions and noted that these are available in full text on the Board’s TEAMS portal.

RESOLUTION 2026-43

CENTRAL STATE UNIVERSITY BOARD OF TRUSTEES’ APPROVAL OF NEW COURSE IN THE COLLEGE OF HUMANITIES, ARTS, SOCIAL SCIENCES, AND EDUCATION

WHEREAS, pursuant to Ohio Revised Code Section 3345.457, the Board of Trustees of each institution of higher education has ultimate authority to establish new academic programs, schools, colleges, institutes, departments, and centers at the institution and modify academic programs, curricula, courses, general education requirements, and degree programs, and

WHEREAS, the Ohio Revised Code requires that students graduating from a state institution of higher education in the Spring Semester of the 2029-2030 academic year” and thereafter must complete a civic literacy requirement, and

WHEREAS, the proposed course, “Civic Literacy and Citizenship,” will satisfy the civic literacy requirement and will meet the requirements of Ohio Transfer 36: Arts and Humanities, and

WHEREAS, the course is scheduled to be implemented during the 2027 Spring semester, and

WHEREAS, the University Senate, the Provost, and the President have reviewed and recommended approval of the proposed new course submitted through the Student Success Committee, and

WHEREAS, the Board of Trustees has reviewed and approved the recommendation for the new course within the College of Humanities, Arts, Social Sciences, and Education.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Central State University hereby approves the recommended new course, Civic Literacy and Citizenship, in the College of Humanities, Arts, Social Sciences and Education, effective the 2027 Spring semester. (Attachment A)

Ms. Whatley called the roll to ensure a quorum: Jacqueline Y. Gamblin-present, Natalia S. Harris-present, Richard C. Perry-present, Jason R. Manns-present, James L. Ervin, Jr-present, and Ervan D. Rodgers II-present. A quorum was announced (*six voting trustees*).

Trustee Manns moved to approve Resolution 2026-43 “Central State University Board of Trustees’ Approval of New Course in the College of Humanities, Arts, Social Sciences and Education” and the motion was seconded by Trustee Harris. Ms. Whatley conducted a roll call vote to approve the resolution with the following results: Voting “yes” – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Jason R. Manns, James L. Ervin, Jr and Ervan D. Rodgers II. The resolution was approved with six affirmative votes.

RESOLUTION 2026-44

APPROVAL OF CENTRAL STATE UNIVERSITY COLLEGE COMPLETION PLAN FOR 2026-2028

WHEREAS, section 3345.12 of the Ohio Revised Code requires each state-assisted college and university to submit a College Completion Plan to the Chancellor of the Ohio Department of Higher Education every two years; and

WHEREAS, the Central State University College Completion Plan for 2026-2028 documents the University’s progress toward achieving the goals and objectives included the 2024-2026 College Completion Plan and identifies new initiatives to support student success and degree completion during the 2026-2028 period; and

WHEREAS, the Office of Academic Affairs has reviewed the 2026-2028 Central State University College Completion Plan and recommends it approval.

NOW THEREFORE, BE IT RESOLVED that Central State University Board of Trustees hereby approves the Central State University College Completion Plan for 2026-2028 and authorizes its submission to the Chancellor of the Ohio Department of Higher Education. (Attachment B)

Trustee Harris moved to approve Resolution 2026-44 “Approval of the College Completion Plan 2026-2028” and the motion was seconded by Trustee Perry. The resolution was approved unanimously.

RESOLUTION 2026-45

APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH CONVERGINT TECHNOLOGIES

WHEREAS, the Central State University Board of Trustees (“Board”) is vested by law with all the powers and authority to make and enter into all contracts and agreements necessary and incidental to the operation of Central State University (“University”) in accordance with Ohio law; and

WHEREAS, Central State University requires professional services to support the inspection, testing, monitoring, maintenance, repair, and modernization of fire alarm and life safety systems, as well as assessments and improvements to enhance accessibility across the University campus; and

WHEREAS, the University seeks to enter into a professional services agreement with Convergent Technologies LLC to provide fire alarm monitoring, inspection, testing, preventative maintenance, repairs, ADA accessibility assessments, and related accessibility upgrades and life safety system services for University-owned facilities; and

WHEREAS, funding for the agreement will be provided through Education & General (E&G) Funds, Title III Funds, and Capital Funds, as applicable; and

WHEREAS, the agreement will support the University's commitment to maintaining safe, accessible, and code-compliant facilities while ensuring compliance with applicable federal, state, and local fire, life safety, and accessibility requirements, including the Americans with Disabilities Act (ADA); and

WHEREAS, the proposed agreement will be effective through June 30, 2027, at a cost not to exceed \$750,000.

NOW THEREFORE, BE IT RESOLVED, that, based upon the recommendation of the President of Central State University, the Board of Trustees hereby approves the professional services agreement with Convergent Technologies LLC for fire alarm monitoring, inspection, testing, preventative maintenance, repairs, ADA accessibility assessments, accessibility improvements, and related life safety system services in an amount not to exceed \$750,000. (Attachment C)

Trustee Harris moved to approve Resolution 2026-45 “Approval of Professional Services Contract with Convergent Technologies” and the motion was seconded by Trustee Manns. The resolution was approved unanimously.

RESOLUTION 2026-46

APPROVAL OF PROFESSIONAL SERVICES CONTRACT FOR TK ELEVATORS (AMENDED)

WHEREAS, the Central State University Board of Trustees (“Board”) is vested by law with all the powers and authority to make and enter into all contracts and agreements necessary and incidental to the operation of Central State University (“University”) in accordance with Ohio law; and

WHEREAS, Central State University requires professional elevator maintenance, inspection, testing, repair, and emergency response services to ensure the safe, reliable, and code-compliant operation of elevators across the University campus; and

WHEREAS, the University seeks to enter into a professional services agreement with TK Elevator Corporation to provide preventative maintenance, repairs, inspections, testing, and related elevator services for University-owned equipment; and

WHEREAS, funding for the agreement will be provided through Education & General (E&G) Funds, Title III Funds, and Capital Funds, as applicable; and

WHEREAS, the agreement will support the University's commitment to maintaining safe and accessible facilities while ensuring compliance with applicable state and federal codes and regulations; and

WHEREAS, the Contract will be effective through June 30, 2027, at a cost not to exceed ~~\$95,000.~~\$175,000.

NOW THEREFORE, BE IT RESOLVED, that, based upon the recommendation of the President of Central State University, the Board of Trustees hereby approves the professional services agreement with TK Elevator Corporation for elevator maintenance, inspection, testing, repair, and emergency response services in an amount not to exceed \$175,000. (Attachment D)

Trustee Perry moved to approve Resolution 2026-46 "Approval of Professional Services Contract for Tk Elevators" and the motion was seconded by Trustee Manns. Trustee Harris moved to amend the resolution to change "not to exceed \$95,000" to "not to exceed \$175,000." The amended resolution was approved unanimously.

RESOLUTION 2026-47

APPROVAL OF PROFESSIONAL SERVICES CONTRACT FOR CINTAS FIRE PROTECTION INSPECTION AND LIFE SAFETY SERVICES

WHEREAS, the Central State University Board of Trustees ("Board") is vested by law with all the powers and authority to make and enter into all contracts and agreements necessary and incidental to the operation of Central State University ("University") in accordance with Ohio law; and

WHEREAS, Central State University requires professional fire protection inspection, testing, maintenance, and life safety services to ensure the continued reliability and compliance of fire protection systems and equipment across the University campus; and

WHEREAS, the University seeks to enter into a professional services agreement with Cintas Fire Protection to provide inspection, testing, maintenance, repair, and related services for fire extinguishers, kitchen suppression systems, emergency and exit lighting, backflow prevention devices, and other fire protection and life safety equipment, as applicable; and

WHEREAS, funding for the agreement will be provided through Education & General (E&G) Funds, Title III Funds, and Capital Funds, as applicable; and

WHEREAS, the agreement will support the University's commitment to maintaining safe and code-compliant facilities while ensuring compliance with applicable federal, state, and local fire and life safety regulations; and

WHEREAS, the proposed agreement will be effective through June 30, 2027, at a cost not to exceed \$75,000.

NOW THEREFORE, BE IT RESOLVED, that, based upon the recommendation of the President

of Central State University, the Board of Trustees hereby approves the professional services agreement with Cintas Fire Protection for fire protection inspection, testing, maintenance, repair, and related life safety services in an amount not to exceed \$75,000. (Attachment E)

Trustee Rodgers moved to approve Resolution 2026-47 “Approval of Professional Services Contract for Cintas Fire Protection Inspection and Life Safety Services” and the motion was seconded by Trustee Harris. The resolution was approved unanimously.

RESOLUTION 2026-48

APPROVAL OF AGREEMENT WITH OFCC (AMENDED)

WHEREAS, the Central State University Board of Trustees (“Board”) Pursuant to Ohio Revised Code Section 3343.05, as amended on June 15, 2026 through SB No. 450, the Board of Trustees shall take, keep, and maintain exclusive authority, direction, supervision, and control over the operations and conduct of such University, so as to assure for said University the best attainable results with the aid secured to it from the state; and

WHEREAS, SB No. 450 added Sec. 3343.11 of the Ohio Revised Code, to state that the Board of Trustees of Central State University shall enter into an agreement with either the department of administrative services or another governmental third party under which the Central State University Board of Trustees transfers oversight authority for the management of the university's facilities to the department or other governmental third party; and

WHEREAS, SB No. 450, Section 207.5, provided the University with appropriations, the release of which are predicated on the Central State University Board of Trustees entering into an agreement as set forth in Section 3343.11 of the Ohio Revised Code; and

WHEREAS the President seeks authorization to negotiate an agreement with the Board of Trustees and the Ohio Facilities Construction Commission (“OFCC”) to provide oversight authority for the management of the University’s capital facilities projects subject to SB No. 450.

NOW, THEREFORE, BE IT RESOLVED, upon consensus of the Board of Trustees, the Board authorizes the President to negotiate a professional services agreement with OFCC for oversight of SB No. 450 capital projects.

BE IT FURTHER RESOLVED, that the Board ~~delegates its authority to sign the Agreement on behalf of the University to the President of Central State University, as the chief executive officer and duly authorized signatory for the University~~ authorizes the President of Central State University to negotiate the Agreement on behalf of the University with the expectation that the final Agreement come to the Board of Trustees for final approval prior to signing.

Trustee Manns moved to approve Resolution 2026-48 “Approval of Agreement with the Ohio Facilities Construction Commission” and the motion was seconded by Trustee Rodgers. Trustee Perry asked what OFCC’s involvement will be in the process and does this include additional projects. Ms. Whatley responded that OFCC’s involvement is only for the projects included in the \$29 Million capital appropriation. Trustee Harris stated that the Board should have the opportunity to review the agreement prior to signing. Director Madden commented that there is an unofficial deadline that the agreement should go before the Controlling Board by September and this would coincide with the Board’s next meeting. Chair Gamblin noted that the resolution might be amended to show that the agreement may be negotiated with the expectation of coming back to the Board for final approval prior to signing. Trustee Harris moved to approve

the amendment to Resolution 2026-48 and the motion was seconded by Trustee Rodgers. The resolution was approved unanimously.

RESOLUTION 2026-49

APPROVAL OF SALES AGREEMENT FOR UNIVERSITY AGRICULTURAL PROPERTY

WHEREAS, the Central State University Board of Trustees (“Board”) Pursuant to Ohio Revised Code Section 3343.05, the Board of Trustees has statutory power to make and enter into all contracts and agreements necessary or incidental to the operation Central State University (“University”) in accordance with Ohio law and the Ohio Department of Higher Education; and

WHEREAS, the Board has determined that certain plots of undeveloped or agricultural land owned by the University are no longer needed for the effective operation of the University; and

WHEREAS, the Board has determined that the plots identified in Attachment A comprised of approximately 262 acres were appraised and put up for sale using a sealed bid auction on July 15, 2026; and

WHEREAS, Central State University on behalf of the State of Ohio seeks to sell approximately 262 acres of unimproved real property located at the intersection of US 42 and Stevenson Road, Xenia Township, Greene County, identified as Greene County parcel numbers M36-0002-0029-0-0017-00 and M36-0002-0029-0-0018-00; and

WHEREAS the sale of this property supports the strategic investment and divestment of land assets in support of the University’s current and future needs; and

WHEREAS the President has identified this site as excess and no longer aligning with current and future planned needs, and

WHEREAS the President seeks authorization to accept the winning bid and sign the agreement for the sale of the aforementioned property.

NOW, THEREFORE, BE IT RESOLVED, upon consensus of the Board of Trustees, the Board approves that the President or his Designee of the University shall be authorized to take any action required to effect the sale of the aforementioned property upon terms and conditions deemed to be in the best interest of the University and in accordance with Ohio law. (Attachment F)

Trustee Harris moved to approve Resolution 2026-49 “Approval of Sales Agreement for University Agricultural Property” and the motion was seconded by Trustee Manns. The resolution was approved unanimously.

Trustee Harris moved to table Resolution 2026-50 “Approval of Amended Central State University Board of Trustees Code of Regulations” and Trustee Rodgers seconded. The motion passed unanimously.

RESOLUTION FOR 2026-51

APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH ADOBE INC.

WHEREAS, the Central State University Board of Trustees (“Board”) Pursuant to Ohio Revised Code Section 3343.05, the Board of Trustees has statutory power to make and enter into all contracts and agreements necessary or incidental to the operation Central State University (“University”) in accordance with Ohio law and the Ohio Department of Higher Education; and

WHEREAS, Central State University seeks resources to implement a comprehensive digital content management system that will serve the campus community; and

WHEREAS, the university will receive enhanced educational services through the renewal of its agreement with Adobe Inc.; and

WHEREAS, Adobe Inc. is located at 345 Park Avenue, San Jose, California; and

WHEREAS, the agreement period shall begin July 19, 2026, and end on July 18, 2029, in the amount of \$50,838.40, paid annually, with funding for this effort provided through the operating budget.

NOW THEREFORE, BE IT RESOLVED, that, based upon the recommendation of the President, and with the concurrence of the Budget and Finance Committee, Central State University Board of Trustees hereby approves the enterprise term licensing agreement, Attachment A, with Adobe Inc., to be funded through the end of fiscal year 2029 and paid in annual installments. (Attachment G)

Trustee Rodgers moved to approve Resolution 2026-51 “Approval of Professional Services Contract with Adobe Inc.” and the motion was seconded by Trustee Manns. The resolution was approved unanimously.

RESOLUTION 2026-52

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTRAL STATE UNIVERSITY LAND-GRANT PROGRAM AND MONTGOMERY COUNTY ENVIRONMENTAL SERVICES

WHEREAS, the Central State University Land-Grant Program was established to fulfill the University's land-grant mission by extending research-based education, outreach, and community engagement that enhances agriculture, environmental stewardship, youth development, family and consumer sciences, and economic opportunity throughout Ohio; and

WHEREAS, Montgomery County Environmental Services is committed to protecting public health and the environment through the responsible management of water, wastewater, and environmental infrastructure while promoting sustainability, resource conservation, regulatory compliance, and public education; and

WHEREAS, both organizations recognize that environmental sustainability, natural resource conservation, community education, and public engagement are essential to improving the quality of life for residents of Montgomery County and the surrounding region; and

WHEREAS, the Central State University Land-Grant Program provides expertise in Cooperative Extension, research, workforce development, youth education, urban agriculture, water quality education, and community outreach that complements the operational experience and environmental leadership of Montgomery County Environmental Services; and

WHEREAS, Montgomery County Environmental Services possesses technical expertise, public infrastructure resources, environmental planning capabilities, and community partnerships that provide meaningful opportunities for collaborative education, research, demonstration projects, workforce training, and public engagement initiatives; and

WHEREAS, the parties desire to establish a cooperative relationship that promotes innovation, environmental stewardship, sustainable community development, educational programming, applied

research, and mutually beneficial projects that advance the missions of both organizations; and

WHEREAS, Montgomery County will provide a \$79,318.00 match during the term of the MOU; and

NOW, THEREFORE, BE IT RESOLVED that the governing authority hereby approves the establishment of a Memorandum of Understanding between the Central State University Land-Grant Program and Montgomery County Environmental Services.

BE IT FURTHER RESOLVED that the purpose of this Memorandum of Understanding is to foster collaboration in education, research, technical assistance, environmental stewardship, workforce development, and community engagement in support of the missions of both organizations.

BE IT FINALLY RESOLVED that both parties affirm their shared commitment to improving environmental quality, strengthening communities, expanding educational opportunities, promoting innovation, and serving the citizens of Montgomery County through collaborative partnerships that reflect the highest standards of public service and stewardship. (Attachment H)

Trustee Harris moved to approve Resolution 2026-52 “A Resolution Authorizing the Execution of a Memorandum of Understanding Between the Central State University Land-Grant Program and Montgomery County Environmental Services” and the motion was seconded by Trustee Perry. The resolution was approved unanimously.

Approval of Board Meeting/Retreat Schedule for Calendar-Year 2027. Regarding the schedule of board meetings and retreat for the 2027 calendar year, Trustee Gamblin stated that the following dates are recommended to the Board for approval:

Thursday, February 4, 2027 (Committee Meetings/Regular Meeting)

Thursday, April 29, 2027 (Committee Meetings/Regular Meeting)

Thursday-Friday, July 22-23, 2027 (Regular Meeting/Organizational Meeting–Election of Officers; Retreat)

Thursday, September 2, 2027 (Committee Meetings/Regular Meeting)

Thursday, November 4, 2027 (Committee Meetings/Regular Meeting Committee)

The dates were approved unanimously.

Election of Officers. Trustee Harris, chair, Governance Committee, stated that pursuant to the Board’s Code of Regulations Article 3.2, the Board shall appoint its officers at this particular meeting for the upcoming academic year 2026-2027. The Governance Committee presented the slate of officers as follows:

Jacqueline Y. Gamblin – Chair,
Natalia S. Harris – Vice Chair, and
Richard C. Perry – Secretary.

Trustee Harris asked each nominee whether s/he accepts the nomination and the responses were in the affirmative. Trustee Harris asked for any nominations from the floor. Hearing none, Ms. Whatley conducted a roll call vote to approve the nominations as presented with the following results: Voting “yes” – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Jason R. Manns, Ervan D. Rodgers II and James L. Ervin, Jr. The motion was unanimously approved with six affirmative votes.

ANNOUNCEMENTS

Chair Gamblin announced that the next Board meeting will be moved out one week until September

10, 2026 because of the Labor Day holiday. Trustee Harris thanked Dr. Kuti for his efforts and it is appreciated by the Board.

ADJOURNMENT

Trustee Perry moved to adjourn the meeting at 11:39 a.m. The motion was seconded by Trustee Perry and carried unanimously

ACADEMIC PROGRAM REQUEST FORM

I. CHANGE TO BECOME EFFECTIVE (term and year): Fall 2025

II. COURSE Prefix & No: IDS 2910 Title: Civic Literacy and Citizenship Current Catalog Page(s):

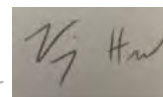
Department: Humanities TAG Eligible? N TAG Number: High School AP Eligible? N

III. SUBMITTED BY: Dr. Anne-Marie Walkowicz and

Dr. Vincent Haddad
Type or print

9/4/2025
Date

Anne-Marie E. Walkowicz



Signature of Submitter(s)

IV. TYPE OF REQUEST: (Check all that apply):

☒ New Course/Change Course Title ☐ Minor Changes in Description Narrative ☐ Delete: _____ ☐ New Program ☐ Change Requirements for Major/Minor ☐ Other: _____	☒ Include in Transfer Module ☐ Change Credit Hours ☐ Include in Gen. Ed. Requirements ☐ Change Learning Outcomes
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V. GRADE TYPE: ☒ A-F, I ☐ S or U ☐ CR/NC ☐ NG ☐ IP

VI. SUMMARY AND REASON OF REQUEST:

This new course fulfills civic literacy requirement within the Advance Ohio Higher Education Act (ORC Sec. 3345.382). The course meets all state requirements listed within the Ohio Revised Code.

Under the Ohio revised code, "students who graduate from a state institution of higher education in the spring semester of the 2029-2030 academic year" must complete a civic literacy requirement. This course fulfills the student requirement and will be listed on Degree Works and within the student degree audit. The course will meet the requirements of Ohio Transfer 36: Arts and Humanities.

VII. IMPACT STATEMENT:

1. Programing:
 - a. The civic literacy requirement must be added to all academic programs.
2. Faculty resources:
 - a. There is no impact on the students or faculty resources.

VIII. COURSE DESCRIPTION FOR NEXT CATALOG: (Highlight changes to an existing course in **bold**):

IDS 2910 Civic Literacy and Citizenship (I, II, On Demand, 3). **This course focuses on an integrative study of American government and its practical relation to the economy, society and culture. The course encourages a sense of civic responsibility and expands students' awareness of contemporary issues. Students will study how to participate in American civic life. Transfer students who have completed a course meeting the requirements of the Advance Ohio Higher Education Act at a different institution may apply the transfer credits to this course. Pre-requisites: ENG 1102 and completion of 30 credit hours.**

IX. REQUIRED APPROVALS:

Department

9/12/2025

Date

Signature of Chair

General Education Committee

If Included in Gen. Ed. Requirements

Date

Signature of Chair of General Ed Committee

College

Jan 27, 2026

Date

Signature of Dean

ATL Committee Chair 09/25/2025

Date

Signature of ATL Committee Chair

University Senate

20/Jan/2025

Date

Signature of Senate President

VP Academic Affairs

Mar 2, 2

Date

Signature of VP for Academic Affairs

President

Mar 2, 2

Date

Signature of University President

Board of Trustees (if applicable)

Date

Signature of Chairman

X. RECEIVED BY REGISTRAR FOR ACTION:

CIP Code _____ (New courses only to be added once course is approved)

FOR REGISTRAR'S USE ONLY

Dept. Name	Course No.	Function	First Term	Final Term	Minimum Credit	Maximum Credit	Special Grading	Site Code	OBOR Code
		Add or Delete					Y=Yes N=No		80=new 85=delete or changed

IPEDS Code	CIP Code	Course Level	Cross-Listed	Repeat Code	Activity Code	Maximum Enrollment	Date Processed
				Y=Yes N=No	Seminar Lecture Ind Study, etc.		

Course Title: _____ IDS 3100. Civic Literacy and Citizenship _____

(Limit title to 30 characters)

Signature of Registrar

Date

Rev: 2023

XI. RETURNED TO DEPARTMENT:

 Date

 Signature of Registrar

REASON FOR RETURN: _____

FURTHER COMMENTS AND DIRECTIONS FOR SIDE ONE

- ROUTING:** Submit to Department, to College Academic Policies Committee, to Senate Academic Policies Committee, and to Senate for approval. Approved APRs proceed to the Vice President for Academic Affairs, to the University President, to the Board of Trustees if requested, and to the Registrar for processing. If the Senate denies, the APR goes directly to the Registrar.
- SECTION I:** Implementation is as requested for changes to existing courses and programs; **but not until the next academic year for new courses and new programs** (exception for exigency or outside mandate).
- SECTION IV:** All course numbers come from the registrar. If a new course is a replacement, enter course number to be deleted. Changing a course number constitutes a new course. A complete, or nearly complete change in the course narrative constitutes a new course and requires a new number (The registrar decides). **CIP codes must be included for all new courses as of spring semester 2016.**
- SECTION V:** Type x in the box, then make it **bold**.
- SECTION VI:** [Prompts:] "Approve" a new program, new course, course change(s), deletion of a course or program, or other, such as a change in major or degree requirements, "as in VII below."
Attach a complete syllabus to a new course request. To a new program request, attach a rationale including the list of courses and other stipulations for completion.
- SECTION VII:** What impact will implementing the request have on (1) students, (2) faculty support, (3) the curriculum, (4) Institutional support, such as physical space, budget, library, etc., (5) other? (As needed.)
- SECTION VIII:** Enter a catalog-ready course description.
- OUTCOMES:** Senate action of **3-22-12** requires course and program learning outcomes. And enter recommended assessment instruments for new courses (optional for existing courses) on the accompanying LO forms.

Learning Outcome	Level of Learning (Introduced, Reinforced, Mastered)	Assessment Instrument
Explain the basic principles of American democracy and the economic system, and how they are applied to our form of government.	Introduced	Key Assignment: Final Exam
Interpret significant historical documents in relation to how they shaped the nature and functions of our political institutions and culture.	Reinforced	Key Assignment: Final Exam
Evaluate the continued impact of significant political documents on social and cultural experiences of citizens.	Reinforced	Key Assignment: Final Exam
Analyze how civic literacy connects to the social, political, economic, and cultural conditions of current events.	Mastery	Key Assignment: Final Exam
Conduct research and formulate arguments on civic literacy and its relation to contemporary American society and politics.	Reinforced	Key Assignment: Final Exam

For new course/revised course Course Title: _Civic Literacy and Citizenship (Limit title to 30 characters)

Specific Learning Outcomes for this Course: Upon successful completion of this course, the student shall:

***Recommended changes to Learning Outcomes must be completed BEFORE the Academic Policy Committee will review the APR.**



CENTRAL
STATE UNIVERSITY

2026–2028
Strategic Completion Plan

Submitted to the
Ohio Department of Higher Education

Executive Summary

Central State University (CSU) submits this 2026–2028 Strategic Completion Plan in accordance with Ohio Revised Code §3345.81 and the Ohio Department of Higher Education's commitment to increasing degree and credential attainment throughout the state. As Ohio's only public Historically Black College and University (HBCU) and 1890 Land-Grant institution, Central State occupies a unique role within Ohio's higher education ecosystem. The University serves a diverse student population, many of whom are first-generation college students, Pell-eligible students, adult learners, and students from historically underserved communities.

Central State's mission-driven commitment to access has created transformative educational opportunities for thousands of Ohioans. At the same time, the institution recognizes that many students arrive with significant financial, academic, and social barriers that can impede persistence and completion. Improving student success therefore requires a comprehensive institutional strategy that extends beyond classroom instruction and addresses the full student experience.

Over the past several years, the University has undertaken significant institutional transformation. Guided by Strategic Plan 2030, CSU has restructured student support systems, modernized advising practices, reviewed and aligned academic programs with workforce needs, expanded student support services, invested in faculty development, and strengthened accountability through data-informed decision making. These initiatives have been reinforced through the University's Student Success Improvement Plan, recommendations from the Higher Learning Commission advisory process, and ongoing institutional assessment efforts.

The University's completion strategy is built around four strategic priorities:

1. Academic Excellence
2. Research and Public Service
3. Continuous Improvement and Operational Excellence
4. Strategic Investments in Innovation and Sustainable Infrastructure

Together, these priorities establish a coordinated framework for improving retention, persistence, graduation, workforce readiness, and post-graduate success.

Through this plan, Central State University commits to measurable improvements in first-year retention, graduation rates, completion outcomes, and workforce-aligned credential attainment while remaining faithful to its mission of educational access and student success.

I. Institutional Context

Institutional Mission and Role

Founded in 1887, Central State University is Ohio's only public Historically Black College and University and one of the nation's 1890 Land-Grant institutions. For more than a century, the University has provided access to higher education for students whose opportunities may otherwise have been limited by economic, social, or geographic barriers.

The University's mission is to foster academic excellence within a nurturing living-learning environment and graduate a diverse population prepared for leadership, research, and service in Ohio and beyond. This mission is reinforced by Strategic Plan 2030, which emphasizes academic excellence, operational effectiveness, workforce development, innovation, and community engagement.

Central State's role within Ohio's higher education system extends beyond traditional degree attainment. The institution serves as a critical contributor to workforce development, particularly in education, business, agriculture, engineering technology, environmental sciences, and STEM-related disciplines. Through its Land-Grant mission, the University also supports research, extension services, community engagement, and economic development throughout the state.

Student Population

Central State serves a student population characterized by resilience, ambition, and diverse educational needs. Many students are first-generation college attendees, Pell Grant recipients, and individuals from historically underserved communities.

These demographics represent a core institutional strength and align directly with the University's mission. However, they also require intentional investments in advising, financial support, academic assistance, and student engagement.

The University recognizes that improving completion outcomes requires addressing both academic and non-academic barriers while creating pathways that connect educational attainment to meaningful career outcomes.

Strategic Planning Framework

This completion plan is grounded in the University's Strategic Plan 2030 and aligns with institutional goals related to student success, academic quality, operational effectiveness, and workforce development.

Student success initiatives described throughout this plan are not isolated programs. Rather, they represent coordinated components of a broader institutional transformation designed to improve persistence, graduation, and post-graduate outcomes.

II. Analysis of Barriers to Persistence and Completion

Central State University continuously evaluates institutional data, student feedback, and state performance indicators to identify barriers that influence persistence and completion.

While significant progress has been made, several challenges continue to affect student outcomes.

Financial Barriers

Financial need remains one of the most significant factors influencing student persistence.

A substantial percentage of CSU students receive Pell Grants and rely on financial aid to support their educational goals. Statewide completion data demonstrate persistent differences in outcomes between Pell-eligible and non-Pell students, underscoring the impact of financial challenges on degree attainment.

Students frequently report concerns related to unmet financial need, housing costs, transportation expenses, and unexpected personal emergencies. These challenges can disrupt enrollment patterns and contribute to stop-out behavior.

In response, CSU has expanded financial literacy programming, strengthened financial aid counseling, increased scholarship support through grant-funded initiatives, and enhanced coordination between enrollment management, advising, and student support units.

Academic Preparedness and Transition Challenges

Many students enter CSU with varying levels of academic preparation and differing experiences with college-level expectations.

To address these challenges, the University has implemented a comprehensive framework of academic support services, including tutoring, supplemental instruction, academic coaching, success advising, and targeted intervention programs.

The Marauder Achievement Program (MAP) provides structured intervention pathways for students on academic probation, ensuring that support is tailored to the severity of academic risk. This approach reflects the University's commitment to proactive intervention and continuous support throughout the student lifecycle.

Retention and Completion Challenges

Retention and graduation outcomes remain areas of institutional focus.

Although recent institutional data demonstrate improvement in first-year retention, the University acknowledges that retention and completion rates remain below desired levels and require sustained attention.

Recent advising reforms, implementation of Navigate360, expanded student outreach, and coordinated intervention strategies have strengthened the University's ability to identify and support at-risk students earlier in the academic journey.

The University views retention and completion not as isolated metrics, but as outcomes resulting from coordinated academic, financial, and social support systems.

Campus Environment and Student Experience

Student engagement and sense of belonging play critical roles in persistence and completion.

The University has identified aging facilities, outdated residence halls, and underutilized campus infrastructure as factors that can negatively influence student perceptions and engagement.

As part of Strategic Plan 2030, CSU is pursuing a comprehensive approach to campus renewal, including modernization of student spaces, decommissioning obsolete facilities, improvements to learning environments, and investments in technology-enhanced instruction.

These efforts are intended to strengthen student satisfaction, support recruitment and retention efforts, and create an environment that reflects the University's aspirations for excellence.

III. Progress Since the Previous Completion Plan

Central State University has undertaken substantial institutional transformation since the submission of its previous completion plan. While the University continues to address challenges associated with retention, persistence, and graduation outcomes, significant progress has been made in building the infrastructure, processes, and support systems necessary to achieve sustained improvement.

Student Success Infrastructure and Advising Transformation

One of the most significant developments during this period has been the reorganization of student success services into a more coordinated and holistic model. Historically, student support services operated across multiple offices with varying levels of coordination. While these services provided valuable assistance, the decentralized structure often limited the University's ability to identify and respond to student needs in a timely and comprehensive manner.

To address this challenge, CSU initiated a redesign of its Student Success Center and advising infrastructure. This transformation reflects a shift from transactional advising toward a developmental and intrusive advising model that emphasizes proactive engagement throughout the student lifecycle.

Professional advisors now serve as key navigators for students, connecting academic planning, financial literacy, career development, and personal support resources. Advising interventions are increasingly structured around critical milestones, including onboarding, first-year transition, credit accumulation benchmarks, and graduation planning.

The University has also strengthened the Marauder Achievement Program (MAP), which provides targeted interventions for students experiencing academic difficulty. Through MAP, students are placed into support pathways based on academic standing and receive individualized assistance designed to improve persistence and academic performance.

Expansion of Navigate360 and Data-Informed Student Support

A central component of CSU's student success strategy has been the implementation and expansion of Navigate360.

Navigate360 provides a comprehensive platform for student engagement, appointment scheduling, communication campaigns, early alerts, and intervention tracking. Since implementation, utilization has increased substantially across the institution. Advising appointments increased significantly between Fall 2023 and Fall 2024, while the number of students utilizing advising services also grew. Faculty and staff participation in early alert and outreach campaigns expanded during this period, creating more opportunities for timely intervention and support.

The University's increased reliance on data-informed decision making has strengthened its ability to identify students experiencing academic, financial, or personal challenges before those challenges result in attrition. Navigate360, combined with institutional dashboards and assessment reporting, provides a foundation for continuous improvement and accountability.

Expansion of Academic Support and Student Services

Recognizing that student success depends upon more than classroom instruction, CSU has expanded academic support services and wraparound resources designed to promote persistence and completion.

The OASIS Academic Support Center has continued to provide tutoring, supplemental instruction, academic workshops, and individualized support services. Expanded access to virtual tutoring and supplemental learning resources has increased flexibility for students and improved access to support outside traditional business hours.

Federal grant-supported initiatives have also strengthened student success efforts. TRIO Student Support Services continues to provide comprehensive assistance to first-generation, low-income, and academically at-risk students. Services include academic advising, tutoring, financial literacy education, graduate school preparation, FAFSA support, and career exploration activities. Through these services, hundreds of students annually receive targeted support designed to address barriers to persistence and degree completion.

Similarly, the University has leveraged scholarship and grant programs, including S-STEM and other federally funded initiatives, to reduce financial barriers and strengthen support for students pursuing high-demand academic programs.

STEM Success and Workforce Preparation

Consistent with both state workforce priorities and the University's Land-Grant mission, CSU has expanded initiatives designed to improve student success in science, technology, engineering, mathematics, and agricultural disciplines.

A notable example is the 1890 Marauder STEM Mentorship Program, which connects students with peer mentors and faculty support networks. The program is designed to strengthen academic engagement, increase persistence within STEM disciplines, and create opportunities for research participation and professional development.

The University has also expanded opportunities for undergraduate research, experiential learning, and workforce-connected educational experiences. These efforts help students develop both disciplinary expertise and professional competencies while strengthening connections between academic achievement and career outcomes.

Career Readiness and Employer Engagement

The University recognizes that successful completion is closely linked to students' understanding of career opportunities and post-graduation pathways.

To strengthen these connections, CSU has reorganized the Center for Career Exploration and Development into a more integrated component of the student success ecosystem. Career readiness is increasingly embedded throughout the student experience, beginning during the first year and continuing through graduation.

The Center has expanded employer partnerships, internship opportunities, career development programming, and workforce engagement activities. Student participation in career services programming has increased substantially, and the University continues to strengthen relationships with employers throughout Ohio and beyond.

Programs such as the College of Business's L.E.E.D. initiative further reinforce career preparation by integrating leadership development, professional skills, networking opportunities, and experiential learning into the undergraduate experience.

Academic Excellence and Faculty Development

CSU has also invested in strengthening instructional quality and student learning outcomes.

The University continues to expand the role of the Center for Teaching and Learning as a resource for faculty development, instructional innovation, and technology integration. Faculty development initiatives focus on evidence-based teaching practices, student engagement strategies, instructional technology, and course redesign efforts intended to improve success rates in gateway courses.

These efforts support Strategic Plan 2030 priorities related to academic excellence and provide an important foundation for improving retention and completion outcomes.

Evidence of Progress

While substantial work remains, several indicators suggest that CSU's student success initiatives are beginning to yield positive results.

Recent institutional data indicate improvements in first-year retention compared with previous cohorts. Utilization of advising services, student success technologies, tutoring resources, and targeted intervention programs has increased significantly. Student participation in mentoring, career development, and academic support initiatives has also expanded.

Collectively, these accomplishments demonstrate that Central State University has moved beyond isolated interventions toward a coordinated, institution-wide strategy for improving student success and completion.

IV. Strategic Completion Goals, Objectives, and Performance Targets

The University recognizes that improving completion outcomes requires a sustained commitment to measurable goals, coordinated implementation strategies, and ongoing assessment. Guided by institutional priorities, state workforce needs, and student success data, CSU has established the following strategic completion goals for the 2026–2028 planning period.

These goals are designed to improve persistence, degree attainment, equity in student outcomes, and workforce readiness while remaining ambitious, realistic, and aligned with institutional capacity.

Goal 1: Improve First-Year Retention

Rationale

Retention remains one of the strongest predictors of eventual degree completion. Students who successfully navigate their first year are significantly more likely to persist toward graduation.

Recent institutional efforts—including advising redesign, MAP interventions, Navigate360 implementation, and expanded student support services—have contributed to improvements in retention outcomes. CSU will build upon these gains through continued investment in proactive advising, early alert systems, academic support services, and student engagement initiatives.

Objectives

- Expand holistic advising and success coaching.
- Increase utilization of Navigate360 and early alert interventions.
- Strengthen onboarding, orientation, and first-year experience programs.
- Expand peer mentoring and student engagement opportunities.
- Improve coordination between academic and student affairs units.

Performance Targets

Measure	Baseline	2026-27 Target	2027-28 Target	Long-Term Goal
First-Year Retention Rate	45.7%	52%	61%	70%

Goal 2: Increase Graduation and Completion Rates

Rationale

Degree completion remains central to the University's mission and to Ohio's broader attainment goals. CSU seeks to improve graduation outcomes by strengthening academic pathways, reducing barriers to progression, and providing targeted support throughout the student lifecycle.

Objectives

- Improve academic progression and credit accumulation.
- Expand intervention services for students at academic risk.
- Strengthen graduation planning and degree audits.
- Reduce time-to-degree through pathway optimization.
- Increase completion among historically underserved student populations.

Performance Targets

Measure	Baseline	2026-27 Target	2027-28 Target	Long-Term Goal
Six-Year Graduation Rate	21%	24%	27%	50%+
Completion/Transfer Rate	61.1%	64%	67%	72%+

Goal 3: Reduce Equity Gaps in Student Outcomes

Rationale

As an institution committed to educational opportunity and social mobility, CSU recognizes the importance of ensuring that all students have equitable access to resources, support systems, and opportunities for success.

Persistent differences in outcomes among student populations highlight the need for targeted interventions that address financial, academic, and social barriers.

Objectives

- Expand TRIO, mentoring, and support programs.
- Increase utilization of financial literacy and aid counseling services.
- Improve persistence among Pell-eligible students.
- Strengthen support for first-generation students.
- Expand access to academic support and coaching services.

Performance Targets

- Reduce retention gaps between Pell and non-Pell students.
- Increase completion rates among Pell-eligible students.
- Improve persistence among first-generation students.
- Increase participation in targeted student support programs.

Goal 4: Increase Workforce-Aligned Credential Attainment and Career Readiness

Rationale

The University's completion strategy extends beyond degree attainment to include workforce preparation, career readiness, and economic mobility.

Through academic program alignment, career services enhancement, internships, experiential learning, undergraduate research, and employer partnerships, CSU seeks to ensure that graduates are prepared to contribute to Ohio's workforce and communities.

Objectives

- Expand internship and experiential learning opportunities.
- Increase employer engagement and workforce partnerships.

- Strengthen STEM and workforce-aligned academic pathways.
- Integrate career readiness throughout the student lifecycle.
- Improve tracking of post-graduation outcomes.

Performance Targets

- Increase participation in internships and experiential learning.
- Expand employer partnerships annually.
- Increase student engagement with Career Exploration and Development services.
- Improve graduate placement and workforce outcomes.

Measuring Success

Progress toward these goals will be reviewed annually through institutional assessment processes, student success dashboards, Board of Trustees reporting, and state accountability measures. Results will inform continuous improvement efforts and guide future investments in student success initiatives.

By establishing clear goals and measurable outcomes, Central State University reaffirms its commitment to increasing educational attainment, improving student success, and contributing to Ohio's economic vitality.

V. Strategic Completion Framework

Central State University's completion strategy is organized around the four pillars of Strategic Plan 2030. These pillars provide the framework through which the University will improve retention, persistence, graduation rates, workforce readiness, and post-graduate outcomes.

The strategies described below are intentionally interconnected. Student success is not the responsibility of a single office or initiative; rather, it is the result of coordinated efforts across Academic Affairs, Student Affairs, Enrollment Management, Institutional Advancement, Institutional Research, and administrative support units. Together, these strategies represent a comprehensive institutional approach to increasing degree attainment while fulfilling CSU's mission as Ohio's only public HBCU and 1890 Land-Grant institution.

Pillar I: Academic Excellence

Strategic Plan 2030 identifies Academic Excellence as the foundation of student achievement. The University recognizes that retention and completion outcomes improve when students experience high-quality instruction, clear academic pathways, effective advising, and meaningful connections between academic programs and career opportunities.

Strategy 1: Holistic Advising and Student Success Transformation

Purpose

To improve persistence and completion by providing proactive, coordinated, and student-centered support throughout the academic lifecycle.

Description

The University has restructured its Student Success Center to create a centralized model of holistic student support. This model integrates academic advising, success coaching, financial literacy support, career planning, and referral services within a coordinated framework.

Historically, advising functions were distributed across multiple offices. While these services provided valuable assistance, students often experienced inconsistent engagement and difficulty navigating available resources. The redesigned Student Success Center creates a more seamless student experience by emphasizing proactive outreach, individualized support, and coordinated intervention.

The advising model focuses on developmental advising practices that help students establish academic goals, understand degree requirements, connect with campus resources, and prepare for post-graduation opportunities.

Key Initiatives

- Centralized advising and success coaching model
- Structured advising checkpoints throughout the student lifecycle
- Expansion of intrusive advising practices
- Increased advisor training and professional development
- Enhanced collaboration between academic and student affairs personnel

Expected Outcomes

- Improved first-year retention
- Increased student engagement
- Greater credit accumulation and progression
- Reduced stop-out rates
- Increased graduation rates

Strategy 2: Academic Pathways and Program Alignment

Purpose

To improve completion outcomes by ensuring that academic programs are aligned with workforce needs, student demand, and institutional mission.

Description

Central State University has undertaken a comprehensive review of its academic portfolio to ensure that programs remain academically rigorous, financially sustainable, and responsive to evolving workforce demands.

Program review efforts consider enrollment trends, graduation outcomes, labor market demand, and institutional priorities. The University has used these reviews to strengthen high-demand programs, evaluate resource allocation, and align academic offerings with Ohio's workforce needs.

The University has also implemented guided pathways designed to provide students with clearer academic roadmaps and reduce unnecessary credit accumulation.

State completion data indicate that students who graduate from CSU generally do so with a number of earned credits that closely aligns with statewide university averages. This suggests that pathway efficiency is already a strength for students who persist to graduation and provides a foundation for further improvements in completion rates.

Key Initiatives

- Academic program review and optimization
- Guided pathways implementation
- Degree mapping and course sequencing improvements
- Workforce-aligned curriculum development
- Expansion of stackable credentials and certificates

Expected Outcomes

- Improved academic progression
- Reduced excess credit accumulation
- Increased degree completion
- Improved workforce alignment
- Enhanced student understanding of academic pathways

Strategy 3: Teaching Excellence and Faculty Development

Purpose

To improve student learning and academic success through continuous investment in instructional quality.

Description

Faculty play a critical role in student persistence and completion. Recognizing this, CSU continues to expand support for teaching excellence through the Center for Teaching and Learning (CTL).

The CTL provides professional development opportunities focused on instructional innovation, inclusive pedagogy, student engagement, technology integration, assessment, and course design. Particular attention is being directed toward gateway courses that have historically experienced higher rates of D, F, and withdrawal grades.

Faculty development initiatives support both classroom effectiveness and broader institutional goals related to retention and graduation.

Key Initiatives

- Expansion of CTL programming
- Instructional technology training
- Artificial intelligence and emerging technology integration
- Gateway course redesign
- Assessment and learning outcome improvement initiatives

Expected Outcomes

- Improved course success rates
- Reduced DFW rates
- Increased student engagement
- Improved progression through academic programs
- Enhanced student learning outcomes

Strategy 4: Career Readiness and Workforce Alignment

Purpose

To ensure that students graduate prepared for successful careers and meaningful contributions to Ohio's workforce.

Description

Career readiness is increasingly embedded throughout the student experience at CSU. The University has reorganized the Center for Career Exploration and Development to create stronger connections between academic programs, experiential learning, and career outcomes.

Students are encouraged to engage in career exploration beginning in their first year and continue participation throughout their academic journey. Career development activities are integrated with advising, academic planning, internships, and leadership development initiatives.

The College of Business's L.E.E.D. program serves as an example of this approach by incorporating leadership development, experiential learning, networking opportunities, and professional skill development throughout the student lifecycle.

Key Initiatives

- Reorganization of Career Exploration and Development
- Expansion of internships and experiential learning
- Employer engagement and workforce partnerships
- Career readiness programming
- Integration of career planning into advising processes

Expected Outcomes

- Increased internship participation
- Improved career readiness
- Higher graduate placement rates
- Stronger employer partnerships
- Improved workforce outcomes

Pillar II: Research and Public Service

As a Land-Grant institution, CSU is committed to research, outreach, and public service that support student learning and contribute to Ohio's economic and community development.

Strategy 5: STEM Success and Research Engagement

Purpose

To increase retention, persistence, and completion within STEM disciplines while supporting workforce development priorities.

Description

STEM disciplines play a critical role in Ohio's economic future and represent a major area of strategic investment for CSU. The University has implemented several initiatives designed to support STEM student success, increase participation in research, and strengthen workforce preparation.

The 1890 Marauder STEM Mentorship Program connects students with peer mentors, faculty mentors, and support networks designed to improve engagement and persistence within STEM fields. Students receive guidance related to academics, research opportunities, leadership development, and professional preparation.

Additional support is provided through scholarship programs, undergraduate research opportunities, and grant-funded initiatives such as S-STEM and related programs.

Key Initiatives

- 1890 Marauder STEM Mentorship Program
- S-STEM support programs
- Undergraduate research expansion
- Faculty mentoring
- STEM scholarship opportunities

Expected Outcomes

- Increased STEM retention
- Improved STEM graduation rates
- Greater participation in undergraduate research
- Increased workforce readiness
- Expanded STEM workforce contributions

Strategy 6: Community and Workforce Partnerships

Purpose

To strengthen educational and workforce outcomes through partnerships that connect students with employers, industries, and communities.

Description

CSU continues to expand relationships with employers, community organizations, governmental agencies, and industry partners throughout Ohio and beyond.

These partnerships support internships, experiential learning opportunities, workforce development initiatives, research collaborations, and community engagement activities.

As an 1890 Land-Grant institution, CSU is uniquely positioned to leverage these relationships to create opportunities for students while contributing to economic development and community well-being.

Key Initiatives

- Employer partnerships
- Internship development
- Applied learning opportunities
- Community engagement initiatives
- Land-Grant extension and outreach activities

Expected Outcomes

- Increased experiential learning opportunities
- Enhanced workforce preparation
- Improved employment outcomes
- Stronger community partnerships
- Expanded economic impact

Pillar III: Continuous Improvement and Operational Excellence

The University recognizes that sustained improvements in student success require strong systems, reliable data, and institutional accountability.

Strategy 7: Integrated Student Support Services

Purpose

To provide coordinated support that addresses academic, financial, personal, and social barriers to completion.

Description

Student success depends upon a comprehensive network of support services that extend beyond the classroom. CSU continues to strengthen integration among academic support services, financial aid, counseling resources, tutoring, disability services, and student engagement programs.

Federal grant programs such as TRIO Student Support Services provide specialized support for first-generation, low-income, and academically at-risk students. Additional support is delivered through tutoring programs, financial literacy initiatives, success coaching, and One-Stop student services.

Key Initiatives

- TRIO Student Support Services expansion
- Academic support and tutoring services
- Financial literacy education
- Success coaching
- One-Stop student service delivery

Expected Outcomes

- Improved persistence
- Reduced financial barriers
- Increased student engagement
- Improved academic performance
- Increased graduation rates

Strategy 8: Data-Informed Student Success

Purpose

To improve decision-making through strategic use of data, assessment, and predictive analytics.

Description

CSU is strengthening its culture of evidence-based decision making through expanded use of Navigate360, institutional dashboards, assessment reporting, and performance monitoring systems.

The University utilizes data to identify at-risk students, evaluate interventions, monitor progress toward strategic goals, and allocate resources effectively. Recent increases in Navigate360 utilization have expanded the institution's capacity for early intervention and student engagement.

Key Initiatives

- Navigate360 expansion
- Early alert systems
- Student success dashboards
- Institutional assessment processes
- Performance monitoring and reporting

Expected Outcomes

- Earlier intervention
- Increased retention
- Improved institutional effectiveness
- Better resource allocation
- Enhanced accountability

Pillar IV: Strategic Investments in Innovation and Sustainable Infrastructure

Student success is influenced not only by academic and support systems but also by the physical environment in which students learn and live.

Strategy 9: Campus Environment and Student Experience

Purpose

To create a modern, engaging, and supportive campus environment that promotes belonging, persistence, and success.

Description

The University has identified campus infrastructure and student experience as important factors influencing retention and engagement. In response, CSU is pursuing strategic investments designed to improve facilities, modernize learning environments, and enhance the overall student experience.

These efforts include residence hall improvements, classroom modernization, technology enhancements, campus beautification projects, and the planned decommissioning of obsolete facilities that no longer support institutional goals.

The University views these investments as critical components of student success and institutional competitiveness.

Key Initiatives

- Residence hall modernization
- Technology-enhanced learning spaces
- Campus beautification efforts
- Infrastructure renewal
- Strategic facility planning and decommissioning

Expected Outcomes

- Improved student satisfaction
- Stronger sense of belonging
- Increased retention
- Enhanced learning environments
- Improved recruitment and persistence

Strategic Integration

Although organized by Strategic Plan pillar, these strategies are designed to function as a unified student success framework. Academic excellence, research engagement, operational effectiveness, and infrastructure investments collectively support student persistence and completion.

Through continued implementation of these initiatives, Central State University seeks to increase educational attainment, strengthen workforce readiness, and fulfill its mission of preparing graduates for leadership, service, and lifelong success.

VI. Workforce Development Alignment and Contribution to Ohio's Strategic Priorities

Central State University recognizes that student success and workforce development are inseparable objectives. While degree attainment remains a primary institutional goal, the University is equally committed to ensuring that graduates possess the knowledge, skills, experiences, and professional competencies necessary to contribute meaningfully to Ohio's workforce and economy.

As Ohio's only public Historically Black College and University and an 1890 Land-Grant institution, Central State plays a unique role in developing talent pipelines that serve both regional workforce needs and statewide economic priorities. The University's completion strategy is therefore intentionally aligned with workforce development initiatives, employer partnerships, applied learning opportunities, and academic programs that address high-demand occupations throughout Ohio.

The University's workforce development strategy reflects Strategic Plan 2030's emphasis on academic excellence, public service, innovation, and economic impact. Through ongoing collaboration with employers, government agencies, school districts, community organizations, and industry partners, CSU seeks to ensure that students are not only completing degrees but are also prepared to enter and succeed within an increasingly competitive workforce.

Alignment with Ohio Workforce Priorities

Ohio continues to experience workforce demand across several sectors that align closely with Central State University's academic strengths and institutional mission.

These areas include:

- Science, Technology, Engineering, and Mathematics (STEM)
- Agriculture and Environmental Sciences
- Education and Teacher Preparation
- Business and Entrepreneurship
- Manufacturing and Applied Technologies

- Public Health and Community Services
- Information Technology and Data Analytics

The University continually reviews workforce data, employer feedback, enrollment trends, and labor market projections to ensure that academic programs remain responsive to emerging needs.

Recent academic program review efforts have emphasized workforce alignment as a key criterion in evaluating program viability, future investment, and resource allocation decisions. These reviews support the University's broader goal of maintaining a portfolio of programs that are academically rigorous, responsive to employer demand, and capable of supporting long-term student success.

Workforce-Oriented Academic Pathways

CSU has strengthened the connection between academic planning and workforce preparation through the implementation of guided pathways, degree maps, and career-integrated advising.

Students are increasingly encouraged to view their educational experience through the lens of long-term career development. Academic pathways are designed not only to support timely degree completion but also to expose students to professional opportunities, internships, experiential learning, and workforce-relevant skill development throughout their academic careers.

This approach reduces uncertainty, improves student engagement, and reinforces the connection between educational attainment and economic mobility.

The University's program review process further supports this effort by ensuring that academic offerings reflect both student demand and workforce needs. Programs demonstrating strong employment outcomes, workforce relevance, and opportunities for growth are prioritized for continued investment and development.

Career Readiness and Experiential Learning

A major component of CSU's workforce strategy is the integration of career readiness throughout the student lifecycle.

The reorganization of the Center for Career Exploration and Development reflects the University's commitment to embedding career development within the student experience rather than treating it as a service utilized only near graduation.

Students are encouraged to engage in career exploration beginning during their first year and continue participation throughout their academic journey through activities that include:

- Career assessments and planning
- Resume and interview preparation
- Leadership development

- Employer networking opportunities
- Internship placement
- Professional development workshops
- Graduate and professional school preparation

The University has also expanded employer engagement efforts to create additional internship and experiential learning opportunities that connect classroom learning to real-world application.

Programs such as the College of Business's L.E.E.D. initiative further support workforce preparation by integrating leadership development, communication skills, professional networking, and experiential learning into the undergraduate experience.

These efforts strengthen student confidence, increase career readiness, and improve employment outcomes following graduation.

STEM Workforce Development

As a Land-Grant institution with a growing emphasis on STEM education and research, CSU recognizes its responsibility to contribute to Ohio's STEM talent pipeline.

The University has expanded initiatives designed to improve recruitment, retention, and completion among students pursuing STEM disciplines. These efforts include:

- The 1890 Marauder STEM Mentorship Program
- Undergraduate research opportunities
- Faculty mentoring
- S-STEM support initiatives
- Scholarship programs
- Industry and governmental partnerships

These programs help students develop both technical competencies and professional skills while increasing exposure to research, innovation, and workforce opportunities.

By strengthening STEM persistence and completion, CSU contributes directly to Ohio's need for highly skilled professionals in science, technology, engineering, agriculture, environmental sciences, and related fields.

Community Engagement and Economic Development

The University's workforce contributions extend beyond degree attainment.

Through its Land-Grant mission, CSU actively supports community development, outreach, and economic engagement throughout Ohio. Faculty, staff, and students participate in initiatives that address educational, agricultural, environmental, and community challenges while creating opportunities for experiential learning and workforce development.

These partnerships strengthen CSU's role as both an educational institution and an economic development partner.

By preparing graduates who are workforce-ready, civically engaged, and committed to lifelong learning, CSU contributes to the vitality of Ohio's communities and economy.

Workforce Development Outcomes

Over the duration of this completion plan, CSU will continue to strengthen workforce outcomes through the following objectives:

Workforce Objectives

- Increase student participation in internships and experiential learning opportunities.
- Expand employer partnerships across academic disciplines.
- Increase student engagement with career development services.
- Strengthen integration of workforce competencies into academic programs.
- Improve graduate placement and post-graduation outcomes.
- Expand STEM workforce participation.
- Increase opportunities for undergraduate research and applied learning.

Long-Term Workforce Impact

Through these efforts, Central State University will continue to support Ohio's talent pipeline while advancing social mobility, economic development, and workforce readiness among its graduates.

The University's commitment to workforce preparation reinforces its broader mission of ensuring that students not only complete degrees but also graduate prepared to lead, innovate, and contribute within their professions and communities.

VII. Assessment, Accountability, and Continuous Improvement

The success of this Strategic Completion Plan depends upon consistent assessment, institutional accountability, and a commitment to continuous improvement. Central State University recognizes that meaningful gains in student success require not only the implementation of effective strategies but also systematic evaluation of outcomes and institutional performance.

Accordingly, the University has established an assessment framework designed to monitor progress, evaluate effectiveness, inform decision-making, and ensure accountability across all levels of the institution.

This framework aligns with Strategic Plan 2030, the Student Success Improvement Plan, institutional accreditation requirements, and Ohio Department of Higher Education expectations.

Commitment to Continuous Improvement

Continuous improvement is a core institutional value and a foundational element of the University's completion strategy.

The University will utilize assessment findings to:

- Identify emerging barriers to student success.
- Evaluate the effectiveness of interventions.
- Inform resource allocation decisions.
- Strengthen institutional policies and practices.
- Improve student support systems.
- Support strategic planning and operational decision-making.

Assessment results will be used not only to measure performance but also to guide future innovation and institutional transformation.

Key Performance Indicators

Progress toward the goals established in this plan will be monitored through a combination of institutional, state, and federal metrics.

Student Success Metrics

The University will annually monitor:

- First-year retention rates
- Second-year persistence rates
- Graduation rates

- Completion and transfer rates
- Credit accumulation and momentum metrics
- Time-to-degree
- Academic standing and probation outcomes
- Gateway course success rates
- DFW rates in high-enrollment courses

Student Engagement Metrics

The University will monitor:

- Advising participation rates
- Navigate360 utilization
- Early alert activity
- Tutoring utilization
- TRIO participation
- Student success program participation
- Campus engagement indicators

Workforce Metrics

The University will assess:

- Internship participation
- Experiential learning participation
- Career services utilization
- Graduate placement outcomes
- Employer engagement activities
- Workforce-aligned credential attainment

These indicators will provide a comprehensive view of student success across the educational lifecycle.

Data-Informed Decision Making

Central State University continues to expand its use of data and predictive analytics to support student success.

Navigate360 serves as the institution's primary student success platform and provides information related to:

- Advising appointments
- Early alerts
- Student outreach
- Intervention tracking
- Academic engagement
- Student progress monitoring

Institutional Research and Assessment supports these efforts through the development of dashboards, reports, and analyses that provide decision-makers with actionable information.

The University is committed to ensuring that data is used not only for reporting purposes but also to drive meaningful action and continuous improvement.

Institutional Oversight and Accountability

Responsibility for implementation of this completion plan is shared across the institution.

Board of Trustees

The Board of Trustees provides oversight through regular review of institutional performance indicators, strategic planning initiatives, and student success outcomes.

President and Cabinet

The President and Cabinet maintain responsibility for strategic leadership, resource allocation, and institutional accountability related to completion initiatives.

Provost and Academic Leadership

Academic Affairs oversees implementation of academic strategies, faculty development initiatives, program review processes, and assessment activities that support student success.

Student Success and Enrollment Management

Student Success and Enrollment Management units are responsible for advising, retention initiatives, student support services, enrollment processes, and intervention programs.

Institutional Research and Assessment

Institutional Research and Assessment provides data analysis, reporting, performance monitoring, and assessment support necessary for evaluating progress toward completion goals.

Together, these units create a shared accountability model in which student success is recognized as an institutional responsibility rather than the responsibility of a single office or division.

Annual Review and Reporting

The University will conduct annual reviews of completion plan outcomes and progress toward established goals.

These reviews will include:

- Analysis of student success metrics
- Evaluation of strategic initiatives
- Assessment of workforce outcomes
- Review of resource allocation and effectiveness
- Identification of emerging opportunities and challenges

Findings will be communicated to institutional leadership and the Board of Trustees and will inform future planning efforts.

Where necessary, strategies and targets may be adjusted based on assessment findings, changes in student needs, workforce demands, or institutional priorities.

Conclusion and Executive Summary

Central State University enters the 2026–2028 planning period with a clear understanding of both the challenges and opportunities that define its future. As Ohio's only public Historically Black College and University and an 1890 Land-Grant institution, CSU occupies a unique and essential role in expanding educational opportunity, strengthening workforce development, and advancing economic mobility throughout the state.

The University recognizes that improving retention, persistence, and completion outcomes requires more than isolated programs or short-term interventions. It requires a coordinated institutional commitment that aligns academic excellence, student support, workforce preparation, operational effectiveness, and strategic investment around a common objective: ensuring that more students successfully achieve their educational goals.

This Strategic Completion Plan reflects that commitment.

Over the past several years, Central State University has undertaken significant institutional transformation. The University has reorganized student success services, expanded advising and intervention systems, strengthened academic support programs, implemented Navigate360, enhanced faculty development, reviewed academic programs, expanded STEM support initiatives, increased career readiness programming, and invested in campus infrastructure. These efforts represent a deliberate shift toward a more integrated and student-centered model of institutional effectiveness.

The strategies outlined in this plan build upon those accomplishments and establish a framework for continued progress. Through the four pillars of Strategic Plan 2030—Academic Excellence; Research and Public Service; Continuous Improvement and Operational Excellence; and Strategic Investments in Innovation and Sustainable Infrastructure—CSU has developed a comprehensive approach to student success that addresses both immediate barriers and long-term institutional goals.

The University remains particularly focused on supporting students who have historically faced barriers to educational attainment. As an institution founded on the principles of access and opportunity, CSU recognizes that success must be measured not only by enrollment, but by persistence, completion, career readiness, and post-graduate achievement. This commitment is reflected in the expansion of holistic advising, TRIO services, STEM mentoring, financial literacy initiatives, workforce partnerships, and career development programs that are designed to support students throughout their educational journey.

At the same time, the University remains committed to meeting Ohio's workforce needs. Through strategic alignment of academic programs, employer partnerships, internships, undergraduate research opportunities, and workforce-connected learning experiences, CSU is preparing graduates who are equipped to contribute to high-demand sectors including education, business, agriculture, public service, technology, health-related fields, and STEM disciplines.

The goals established within this plan are ambitious but achievable. They reflect the University's confidence that recent investments in student success infrastructure, academic quality, data-informed decision making, and campus renewal will generate measurable improvements in retention, graduation, and workforce outcomes over the coming years.

Most importantly, this plan reflects a belief that student success is a shared institutional responsibility. Every faculty member, advisor, administrator, staff member, and community partner plays a role in supporting student achievement. By aligning resources, strengthening accountability, and maintaining a relentless focus on continuous improvement, Central State University will continue to expand opportunity, increase educational attainment, and fulfill its mission of preparing graduates for leadership, service, and lifelong success.

This Strategic Completion Plan represents both a roadmap and a commitment—a commitment to our students, to the State of Ohio, and to the enduring mission of Central State University.

MASTER SERVICES AGREEMENT**(Territory: Appendix 3, Part I)**

This Master Services Agreement ("**Agreement**") is made between Convergent Technologies LLC incorporated and registered in Delaware, United States of America whose registered office is at 2000 Center Drive, Suite A315, Hoffman Estates, IL 60192 ("**Convergent**") and Central State University whose registered office is at 1400 Brush Row Road, Wilberforce, OH 45384 (the "**Customer**") dated 1/2/2026 ("**Effective Date**").

The parties hereby agree as follows:

1. STRUCTURE OF AGREEMENT; INTERPRETATION

1.1. This Agreement is subject to any applicable Service Specific Terms attached hereto, the Appendices attached hereto, and one or more schedule of services or statements of work executed by authorized representatives of the parties hereto ("**Statement of Work**") in the form attached to this Agreement or other form as mutually agreed. In the event of any conflict or inconsistency among any parts of this Agreement, the order of precedence shall be: (1) the Statements of Work, (2) any applicable Service Specific Terms; (3) any applicable State Specific Terms; (4) any other Appendices; (5) this Agreement; and (6) any documents incorporated by reference.

1.2. Certain types of products and services, such as Monitoring Services, may be subject to additional terms and conditions as set forth in a Service Specific Terms or provided subject to a separate agreement.

1.3. An Affiliate of either party may contract for Products and/or Services by executing a Statement of Work. Each fully-executed Statement of Work shall be deemed to incorporate by reference all of the terms and conditions of this Agreement and shall constitute a separate and binding contract between Convergent or the Convergent Affiliate and Customer or its Affiliate that are signatories to the Statement of Work. In such case, a Convergent Affiliate shall be deemed to be "Convergent" and a "party" for purposes of this Agreement; and a Customer Affiliate shall be deemed to be "Customer" and a "party" for purposes of this Agreement..

2. BASIS OF CONTRACT; TERM

2.1. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order), or which are implied by trade, custom, practice or course of dealing.

2.2. This Agreement shall commence on the Effective Date and be in effect for as long as there is an active Statement of Work between the Parties or unless otherwise terminated in accordance with the terms of this Agreement. Notwithstanding the foregoing, this Agreement shall expire at the end of the current biennium or June 30, 2027. Except as otherwise provided in the specific Statement of Work, each Statement of Work shall continue for the Initial Term, unless and until terminated in accordance with the terms of this Agreement or at the end of the current biennium. Thereafter, unless otherwise expressly stated in the Statement of Work, it shall automatically renew for a further term of one (1) year (each an "**Extended Term**") at the end of the Initial Term and at the end of each Extended Term, unless the extended term would continue past June 30, 2027. In such case, the Agreement and any associated Statement of Work terminates on June 30, 2027. Any Initial Term and Extended Term shall collectively be referred to as the "**Term**" of the relevant Statement of Work.

2.3. In the event of termination or cancellation by the Customer of any Statement of Work prior to the expiry of the Term, the Customer remains liable to pay for the Products and Services provided up to the date of termination, in which

case payment shall become due and payable within 30 days of the final invoice.

2.4. Subject to the due and timely payment of the Fees by the Customer and the performance of its obligations under this Agreement, Convergent shall provide the Services to the Customer on and subject to the terms and conditions of this Agreement.

2.5. Customer acknowledges that Convergent is an authorized distributor or reseller and not the OEM of the Products.

3. THE SERVICES

3.1. The Customer acknowledges and agrees to use the Products and Services in accordance with Convergent's standard Acceptable Use Policy ("**AUP**") available at <https://www.convergent.com/terms/>, which may be modified from time to time and is incorporated by reference herein. Customer shall ensure that all of its Personnel comply with the AUP and will be liable for any breach of the AUP by, or caused by, any of its Personnel.

3.2. Convergent shall not be responsible for any failure to meet any response time, threshold or any obligation under any Service Specific Terms or Statement of Work, to the extent that such failure is due to any:

3.2.1. act or omission of the Customer or its employees;

3.2.2. any breach of this Agreement or the applicable Statement of Work by Customer or any breach of the AUP by Customer or any of its officers, directors, employees or contractors;

3.2.3. any system other than the Services or Products provided by Convergent;

3.2.4. Force Majeure;

3.2.5. failure of the Customer to report an issue, or problem in accordance with the relevant Service Specific Terms or Statement of Work; or

3.2.6. planned maintenance notified to the Customer in accordance with the relevant Statement of Work or, if no such notice provisions are contained in the relevant Statement of Work, upon reasonable notice.

3.3. In the performance of its obligations hereunder, Convergent shall have the right, in its sole discretion, to subcontract the Services to any third party, provided that Convergent shall remain responsible for the performance of any such third party.

3.4. Convergent reserves the right to exclude, suspend or discontinue Products and/or Services in certain locations due to legal requirements; sanctions by the U.S. Government or any Government Authority having jurisdiction of the Customer Site; Force Majeure; and/or safety of Convergent personnel at risk.

3.5. All services required due to Customer's or any other party's unauthorized change, modification, installation, uninstallation or movement to or of the Products required for the Services are out of scope and subject to additional fees.

4. CONVERGINT'S OBLIGATIONS

- 4.1. Convergent shall perform the Services substantially in accordance with the relevant Statement of Work and industry standards and subject to the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of the Agreement and is incorporated by reference in this Addendum as if set forth herein in full.
- 4.2. Customer agrees that Convergent may replace or exchange any Product for a similar Product of the same or different OEM under any Statement of Work at the same pricing rates as included under the relevant Statement of Work and prorated to match the applicable coverage dates in its discretion to ensure satisfactory performance of the Services.
- 4.3. Convergent shall use reasonable endeavors to procure the installation of the Products as set forth in the Statement of Work subject to any Customer, third-party, or Force Majeure delays.
- 4.4. Convergent is not obligated to comply with any labor agreements or other collective bargaining agreements, if any, unless otherwise provided by Applicable Law.
- 4.5. Convergent has no responsibility for hazardous materials pre-existing at the Customer Site or brought to the Customer Site by another party.

5. CUSTOMER'S OBLIGATIONS

- 5.1. The Customer shall at all times:
 - 5.1.1. co-operate with Convergent in all matters relating to the Services and Products;
 - 5.1.2. provide to Convergent, free of charge and in a timely manner, such materials, documentation, instructions and other information ("**Customer Materials**") as Convergent may reasonably require in order to perform the Services, and ensure that the Customer Materials are complete and accurate in all material respects in order to carry out the Services, including Customer Data, security access information and software interfaces, to the Customer's other business applications;
 - 5.1.3. enter into directly with and comply with all terms and conditions of any EULAs required by the applicable OEMs;
 - 5.1.4. ensure that the Products are used in a proper manner by competent, trained employees only;
 - 5.1.5. not alter, adapt or modify the Products except where previously agreed in writing by Convergent;
 - 5.1.6. provide assistance, and supply to and use of Customer Site, Customer Systems, utilities information systems, suitable electrical power, and internet connectivity as may be reasonably requested by Convergent from time to time and free of charge. Any power or internet outages shall be subtracted from any applicable up-time guarantees;
 - 5.1.7. for installation of Equipment,
 - (i) promptly approve submittals provided by Convergent;
 - (ii) promptly participate in and approve acceptance testing, if applicable; and
 - (iii) upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout.
 - 5.1.8. ensure that all Customer Systems remain in good working order and suitable for the purposes for which it is used and conforms to all Applicable Law;

- 5.1.9. immediately notify Convergent in the event that it determines or suspects that any Customer Systems are not in good working order or suitable for the purposes for which it is used;
- 5.1.10. immediately notify Convergent relating to all Software faults and/or failure;
- 5.1.11. carry out all Customer responsibilities set out in this Agreement in a timely, professional and efficient manner;
- 5.1.12. ensure that:
 - (i) it takes all necessary steps to ensure that it has in place appropriate business continuity, cyber incident response planning, and disaster recovery arrangements in the event of Force Majeure. The Customer acknowledges that, unless expressly agreed in writing, the Services do not include the provision by Convergent of any replacement Products or the making of any contingency arrangements to support the Customer in the event of an Information Security Incident;
 - (ii) it takes all necessary steps to ensure that all Products meet Customer's cybersecurity, data privacy and regulatory requirements in connection with Customer Data and Customer Systems ("**Customer Data and Regulatory Requirements**"). To the extent Customer utilizes the Services to process any personally identifiable information or other data that may trigger regulatory requirements on the part of Convergent, Customer shall promptly notify Convergent of such obligations Convergent hereby disclaims any and all responsibility and liability for any OEMs' violation of any Customer Data and Regulatory Requirements;
 - (iii) it has obtained and maintained all necessary permits and licenses and consents in relation to its use of the Services and Products, and the use of Customer Materials and the Customer Systems in relation to the Services and Products;
- 5.1.13. comply with all Applicable Law, including applicable requirements relating to data privacy, health and safety;
- 5.1.14. not hold itself out as being an agent, partner, representative or otherwise being entitled to bind Convergent;
- 5.1.15. provide Convergent with the names and e-mail addresses of all Personnel who are authorised to issue instructions to Convergent and, where any of those Personnel cease to be so authorised, notify Convergent immediately;
- 5.1.16. provide a safe working environment and safe access to Customer Systems and Customer Sites for Convergent employees and contractors;
- 5.1.17. provide access to Customer Systems for planned integration, including credentials, data and system access;
- 5.1.18. remove Customer Site obstacles and job safety hazards;
- 5.1.19. ensure that in the event of any emergency or Customer Systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the Customer Systems are operational or that the emergency has cleared;
- 5.1.20. ensure that Customer's Personnel or Representative accompanies Convergent Personnel and Representatives when the Services must be provided where cash,

negotiable securities, and other valuables are readily accessible; and

- 5.1.21. to discharge any fines, imposed by any governmental body or agency relating to any Product or Service, their operation or malfunction.
- 5.2. In the event of any delays in the Customer's compliance with Section 5.1, Convergent may adjust any timetable or delivery schedule set out in a relevant Statement of Work as reasonably necessary.
- 5.3. Customer acknowledges that it is its sole responsibility to determine the nature and extent of alarms and other security devices and measures necessary to protect its property. Convergent shall not be liable for, and Customer shall fully indemnify Convergent and Convergent Covered Persons in respect of losses made possible or arising out of Customer's failure to use or properly respond to alarms and other security devices necessary to protect Customer's property.
- 5.4. Unless otherwise expressly agreed in writing, Customer (and not Convergent) is responsible to produce any Customer specific manuals and provide the appropriate training and education to assure that its Personnel responsible for operating the installed systems have the knowledge and skills on the use and operation of the Products in accordance with OEM Terms or Documentation, backup and recovery procedures, and are sufficiently familiar with the system to recognize when it is not operating normally.
- 5.5. Customer will defend, indemnify and hold harmless Convergent and Convergent Covered Persons from and against any and all claims, suits, actions, legal proceedings, liabilities, damages, fines, fees, penalties, costs and expenses of any nature whatsoever arising out of or relating to use of the Services in combination with data, software, hardware, equipment, or technology not provided by Convergent or authorized by Convergent in writing; or modifications to the Services not made by Convergent or the OEM.
- 5.6. Customer acknowledges that it has reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>, which may be modified from time to time.

6. SYSTEM CAPACITY AND PERFORMANCE

- 6.1. Should the Customer's usage of the Services, or any component of the Services, be in excess of capacity specifications which are detailed in the Statement of Work, recommended by Convergent and/or published by any OEM, then Convergent will advise the Customer of any upgrades recommended by Convergent, and Convergent will not be liable for any degradation in Service caused by such usage.
- 6.2. If the Customer chooses not to upgrade as recommended by Convergent in accordance with Section 6.1, then Convergent may notify the Customer in writing that all support in respect of such Services or component is thereafter provided on a commercially reasonable, discretionary and no liability basis, and following such notice any provision to the contrary of the Statement of Work shall be deemed to be suspended to that extent unless and until such time as Convergent's recommended upgrades are implemented.
- 6.3. Where the Service performance continues to be impacted due to a capacity issue as referred to in Section 6.1 and as a result the Service is considered by Convergent to be unsustainable, then without prejudice to Section 6.2

Convergent may at its sole discretion terminate the Service in question without any liability to Customer upon giving no less than three (3) months' written notice to the Customer.

7. THIRD PARTY PRODUCT

- 7.1. Any Products provided shall only carry such warranty as is provided by the OEM.
- 7.2. Customer's use of any Products, and all liability in connection with Customer's use of, or failure of, any Products, including, without limitation, cybersecurity and data privacy protections of Customer Data, intellectual property infringement protections, and representations and covenants that any Product complies with Applicable Law, shall be governed by the EULA between Customer and the applicable OEM of such Product. All Intellectual Property Rights in and to Products are owned by OEMs and not by Convergent.
- 7.3. OEMs may make statements or provide written data, marketing, or other generally available information to Convergent with the respect to the Products, and Convergent may forward that information to Customer. **CONVERGENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF THE STATEMENTS, DATA OR INFORMATION PROVIDED BY OEMs.**
- 7.4. **EXCEPT WITH RESPECT TO ANY CLAIM THAT CONVERGENT DID NOT PROPERLY INSTALL OR MAINTAIN A PRODUCT IN BREACH OF A STATEMENT OF WORK, CONVERGENT HEREBY DISCLAIMS ALL LIABILITY FOR ANY CLAIMS, DAMAGES, OR LOSSES IN CONNECTION WITH ANY PRODUCT, ALL OF WHICH ARE PROVIDED WITHOUT ANY GUARANTEE, REPRESENTATION, OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES. CUSTOMER'S USE OF THE PRODUCTS ARE AT CUSTOMER'S DISCRETION AND RISK. CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS ACCESS AND USE OF PRODUCTS IS SUBJECT TO AND CONDITIONED UPON CUSTOMER'S AGREEMENT TO AND COMPLIANCE WITH ALL TERMS AND CONDITIONS IMPOSED BY THE OEM OF SUCH PRODUCTS.**

8. FEES AND PAYMENT

- 8.1. Convergent will provide the Products and perform the Services as set out more fully in the relevant Statement of Work.
- 8.2. The Customer shall pay the Fees as set out in the relevant Statement of Work, which shall be invoiced with the following schedule, unless the Statement of Work specifies otherwise:
 - 8.2.1. Recurring Fees shall be invoiced in accordance with the Statement of Work and if not specified, then monthly, in advance starting from the Commencement Date or the Delivery Date, as appropriate, and then on the first date of each subsequent billing period.
- 8.3. Convergent shall be entitled to charge for any further Fees reasonably incurred for all time spent in reasonably resolving any issues that have arisen as a result of the Customer's unauthorized attempts to maintain or alter any Service or Product, or Customer's failure to any use of Service or Product in accordance with this Agreement (including any applicable EULA, user instructions or Applicable Law).

- 8.4. The Customer shall pay the Fees by the Invoice Due Date or, if none is provided, within thirty (30) days of the date of invoice. If the Customer has a dispute about any Fees, it must provide details to Convergent within fourteen (14) days of receipt of the relevant invoice, stating the invoice item which is disputed, and must pay all other elements of the relevant invoice by the Invoice Due Date.
- 8.5. Any sum payable under this Agreement is exclusive of Sales Tax which will be payable by Customer in addition to that sum in the manner and at the rate prescribed by Applicable Law from time to time, subject to receipt by the Customer of a valid Sales Tax invoice.
- 8.6. If any sum payable under this Agreement is not paid on or before the Invoice Due Date then, without prejudice to any other rights it may have, Convergent will be entitled to charge the Customer interest on that sum at the rate permitted by Applicable Law, ORC 126.30) from the Invoice Due Date until the actual date of payment, such interest to accrue on a daily basis.
- 8.7. Subject to [Section 8.5](#), if the Customer fails to make full payment on the Invoice Due Date, Convergent may notify the Customer in writing of such payment default (a "**Payment Default Notice**") and unless the amount of the invoice is paid in full within fourteen (14) Business Days of the Customer's receipt of the Payment Default Notice, Convergent may, without prejudice to any other rights it may have:
- 8.7.1. suspend the Services immediately until it has received payment in full of all sums due; and/or
- 8.7.2. terminate this Agreement and/or the relevant Statement of Work for material irremediable breach immediately.
- 8.8. All payments by the Customer shall be made in US dollars (\$) or in such other currency as Convergent may specify in the relevant invoice, such alternative currency to be calculated on Convergent's bank sell exchange rate at the date of the relevant invoice. All such payments by the Customer shall be made without deduction or set off of any amount except where the Statement of Work specifies otherwise.

9. CHANGE CONTROL

- 9.1. If either party requests a change to the scope of the Services (e.g. Customer changes objective, deliverables, tasks or hours), Convergent shall, within a reasonable time, provide a written estimate to the Customer the extent (if any) of: (i) the likely time required to implement the change; (ii) any variations to the Fees arising from the change; (iii) any other impact of the change on the terms of the relevant Statement of Work; or (iv) confirm whether a new Statement of Work should be prepared.
- 9.2. If Convergent requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 9.3. If Customer (i) changes the schedule (e.g. frequency of visits), or (ii) causes any material interference with Convergent's performance of the Services, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Fees arising from the change or impact.
- 9.4. Neither party has any obligation to proceed with the change, unless and until the parties have agreed in writing the necessary variations to the Fees and any other terms of the relevant Statement of Work to take account of the change.

- 9.5. Following any change pursuant to this [Section 9](#), the relevant Statement of Work will be deemed amended accordingly in relation to the relevant Services and this Agreement shall continue unamended in relation to all other Services.

10. INTELLECTUAL PROPERTY

- 10.1. Convergent shall retain all rights, title, and interest in and to all intellectual property conceived, created, or developed by Convergent, whether or not in connection with the Services (including all deliverables provided by Convergent to Customer pursuant to the Agreement), including but not limited to patents, copyrights, trademarks, trade secrets, and other proprietary rights, regardless of whether formally registered or protected ("**Convergent IP**"). Nothing in this Agreement shall be construed as transferring or assigning any Convergent IP to Customer.
- 10.2. Convergent hereby grants to Customer a non-exclusive, non-transferable license within the Territory to use the Convergent IP solely for the purpose of Customer's internal business operations as contemplated by this Agreement. Upon termination of this Agreement for any reason, the license granted under this section shall automatically terminate, and Customer shall immediately cease using all Convergent IP.
- 10.3. Customer represents and warrants that it owns or has all necessary licenses or permissions to all equipment, devices, Customer Sites, Customer Systems, and Customer Data necessary for Convergent to perform the Services in a manner that will not infringe upon or misappropriate any right of any third party or violate any Applicable Law.

11. CONFIDENTIALITY

- 11.1. "**Confidential Information**" means any information, data, or material that is not generally known to the public and is disclosed or made available by one party to the other party, including but not limited to business, financial, and technical information and data. Confidential Information does not include information which: (a) is or becomes generally available to the public (other than as a result of breach of this [Section 11](#)); (b) was available to the receiving party on a non-confidential basis prior to disclosure by the disclosing party; (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who is not prohibited from disclosing the information to the receiving party; or (d) is independently developed by or for the receiving party.
- 11.2. Neither party shall use the other's Confidential Information except for the purpose of performing its rights and obligations under this Agreement and shall not disclose such Confidential Information to any third party, except as expressly permitted by this [Section 11](#).
- 11.3. A party may disclose the other party's Confidential Information to its Representatives who need to know such Confidential Information in furtherance of this Agreement, provided it informs such Representatives of, and at all times is responsible for such Representatives' compliance with, the confidentiality obligations set out in this [Section 11](#).
- 11.4. A party may disclose Confidential Information to the extent required by law, governmental or regulatory authority, court, or other authority of competent jurisdiction. A party may also disclose Confidential Information as reasonably required to its legal counsel, accountants, and auditors.
- 11.5. All Confidential Information remains the property of the disclosing property. No rights or obligations to Confidential

Information other than those expressly stated in this Agreement are granted to the receiving party.

- 11.6. In addition to the rights and remedies provided in this Agreement, the parties hereby agree that the party disclosing the information will be entitled to seek specific performance or injunctive relief preventing the dissemination of Confidential Information in violation of the terms of this Agreement.
- 11.7. On termination of this Agreement and request of the disclosing party, the receiving party shall destroy or return to the disclosing party all originals and copies of Confidential Information.
- 11.8. The provisions of this Section 11 shall continue to apply after termination of this Agreement for a period of three (3) years, except for trade secrets for which these provisions shall apply for so long as such Confidential Information remains a trade secret.

12. DATA PROTECTION & SECURITY

- 12.1. Convergent shall at all times implement and maintain commercially reasonable physical, logical and technical security measures designed to protect the security of Customer Data in its possession and control, consistent with industry standards. Customer acknowledges that these security measures endeavor to reduce or mitigate security incidents, but such incidents may not be mitigated or rendered harmless.
- 12.2. Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws.
- 12.3. Customer is solely responsible for the data or information that Customer places on or makes available through the Products and Services, including but not limited to any Personal Data. Absent express, written, signed agreement between the parties, Customer assumes all liability for and is solely responsible for complying with all Applicable Law with respect to such data or information, including but not limited to any Personal Data.
- 12.4. To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems. Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not caused by Convergent. Customer-authorized changes to Customer Systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of Customer Systems.

13. DISCLAIMERS

Customer acknowledges and agrees that:

- 13.1. proper safety and security requires a layered approach of people, processes, safety, and technologies. The Products and/or Services provided by Convergent are not sufficient to ensure overall safety and security.
- 13.2. it is responsible for its overall safety and security, including testing and maintenance of the Products (except to the extent contracted to Convergent by this Agreement).
- 13.3. it has a duty of care and is solely responsible for its compliance with Applicable Law, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.
- 13.4. THE SERVICES AND/OR PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED.
- 13.5. CONVERGENT DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY OR OTHERWISE: (A) THAT THE PRODUCTS OR THEIR USE WILL COMPLY OR CONFORM TO THE REQUIREMENTS OF APPLICABLE LAW, ANY PARTICULAR SECURITY STANDARDS OR CRITERIA, AND/OR CUSTOMER POLICIES; OR (B) THE PERFORMANCE OF THE PRODUCTS AND/OR THE SERVICES WHEN USED WITH, OR RUN IN CONJUNCTION WITH CUSTOMER OR ANY THIRD PARTY SYSTEMS.
- 13.6. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, THE SERVICES AND PRODUCTS ARE PROVIDED BY CONVERGENT AND CONVERGENT COVERED PERSONS WITHOUT ANY FURTHER WARRANTIES, REPRESENTATION OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- ## 14. LIMITATION OF LIABILITY
- 14.1. To the maximum extent allowed by law, except as expressly and specifically provided elsewhere in a Statement of Work:
- 14.1.1. the Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use; and
- 14.1.2. Convergent shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Convergent by the Customer in connection with the Services, or any actions taken by Convergent at the Customer's direction.
- 14.2. This Agreement states the Customer's full and exclusive rights and remedies, and Convergent's only obligations and liabilities in respect of the performance and/or availability of the Services and/or Products to be provided thereunder, or their non-performance and non-availability. Customer acknowledges and agrees that in entering into this Agreement and Schedules of Services it has not relied and is not relying on any representations, warranties or other statements whatsoever, whether written or oral (from or by Convergent, any Convergent Covered Person, Customer or any of its affiliates or representatives) other than those

expressly set forth in this Agreement (or other related documents expressly referred to and incorporated herein by reference) and that it will not have any right or remedy rising out of any representation, warranty or other statement not expressly set forth in this Agreement.

14.3. SUBJECT TO THE FOREGOING PROVISIONS IN SECTIONS 14.1 THROUGH 14.5 AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY (AND, IN THE CASE OF CONVERGINT, CONVERGINT COVERED PERSONS) BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY FOR SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AS CONSEQUENTIAL DAMAGES), EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF, OR INABILITY TO USE, THE SERVICES OR PRODUCTS OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR ANY STATEMENT OF WORK AND WHETHER OR NOT SUCH PARTY OR ITS RESPECTIVE AFFILIATES SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. SUBJECT TO THE FOREGOING PROVISIONS IN SECTIONS 14.1 THROUGH 14.5 AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE TOTAL CUMULATIVE LIABILITY OF CONVERGINT AND CONVERGINT COVERED PERSONS FOR ALL DAMAGES AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK STATEMENT OF WORK, EXHIBIT OR CHANGE ORDER SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO CONVERGINT UNDER THE RELEVANT STATEMENT OF WORK IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 14.6 SHALL APPLY EVEN IF AN EXCLUSIVE REMEDY OF CUSTOMER UNDER THIS AGREEMENT OR THE RELEVANT SCHEDULE OF SERVICES HAS FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATION SET FORTH HEREIN SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

15. INDEMNITY

15.1. To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to: (i) bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's Personnel while on Customer's site; or (ii) intellectual property infringement related to unaltered Convergent IP.

16. INSURANCE

16.1. For Services performed in the United States of America, Convergent will maintain insurance coverages in the following amounts: (a) Comprehensive General Liability of \$1,000,000 per occurrence, \$2,000,000 general aggregate; (b) Auto Liability of \$1,000,000 per occurrence/aggregate; (c) Workers Compensation Coverage – as required by Applicable Law; (d) Employer's Liability of \$1,000,000 per occurrence/aggregate; (e) Excess Liability of \$10,000,000 per occurrence/aggregate over the coverages in (a), (b) and (d); and (f) Cyber of \$5,000,000 per occurrence/aggregate. Upon Customer's written request,

Convergent will furnish a Certificate of Insurance (or equivalent) with these insurance coverages to Customer.

16.2. For Services performed in countries other than the United States of America, Convergent shall maintain similar insurance coverage dependent upon the local requirements in such countries and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

16.3. Customer shall obtain with a reputable insurance company such insurance to cover against all risks which would normally be insured against by a prudent business including insurance in relation to the Products, any loss or damage caused to Convergent's property or to Convergent's Personnel by the negligence or default of the Customer or the Customer's Personnel, malfunctioning of Customer Systems, and any related loss or business interruption and shall upon reasonable request provide Convergent with evidence that such insurance has been effected and is and will be maintained.

17. SUSPENSION OF THE SERVICES

17.1. Convergent may, at its sole discretion upon giving notice to the Customer as soon as reasonably possible either orally (confirming such notification in writing) or in writing, elect to suspend immediately the provisions of the Services until further notice in the following circumstances, none of which shall be considered a Fault.

17.1.1. Convergent is entitled to terminate this Agreement or any individual Service as set forth in this Agreement or the relevant Statement of Work;

17.1.2. Convergent suspects that the Products or Services are being used fraudulently or otherwise unlawfully;

17.1.3. Customer violates the OEM Terms or the AUP;

17.1.4. the Software or any Customer Software required to access or use the Software have been suspended or discontinued;

17.1.5. Convergent believes suspension is warranted in order to contain or mitigate an actual or reasonably suspected cyberattack;

17.1.6. Customer has failed to comply with its payment obligations in this Agreement or any Statement of Work relating to the Services; or

17.1.7. Convergent is obliged to do so in order to comply with Applicable Law, or an order, instruction, requirement or request of government, an emergency services organization or other administrative or regulatory authority.

17.2. Convergent shall use commercially reasonable efforts to resume providing Services as soon as reasonably possible after the event giving rise to the suspension is cured.

17.3. Any exercise by Convergent of its right of suspension in respect of an event referred to in this Section 17 shall not exclude Convergent's right subsequently to terminate this Agreement or any individual Service or to claim any remedies in respect of the Customer's breach (if any).

17.4. Suspension of the Services for any reason will not alter the period of service for the current chargeable invoice and all fees and sections of each Statement of Work will remain in effect.

17.5. In the event that a suspension is implemented as a consequence of the breach, fault or omission of the Customer, the Customer shall reimburse Convergent for all reasonable costs and expenses incurred in the implementation of such suspension and/or the

recommencement of the provision of the Services as appropriate.

- 17.5.1. Convergent shall not be liable to the Customer for any fees incurred by the Customer for the use of other services, whether provided by Convergent or any other person during any period of unavailability, occurring as a result of implementing a suspension pursuant to this Section 17.

18. TERMINATION

- 18.1. Convergent shall be entitled to terminate this Agreement or any individual Statement of Work at its immediate discretion in the event that:

18.1.1. the Customer fails to pay any amount due in accordance with Section 8; or

18.1.2. the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention and/or ability to give effect to the terms of this Agreement.

- 18.2. Either party shall be entitled to terminate this Agreement on notice in writing to the other party if:

18.2.1. the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

18.2.2. if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

18.2.3. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Sections 18.2.2; or

18.2.4. the other party suspends, ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

- 18.3. Convergent shall be entitled to terminate this Agreement or any individual Statement of Work at any time and for any reason upon at least ninety (90) days prior Notice to Customer. During such ninety (90) days, Convergent shall continue to perform the Services and Customer shall continue to pay the Fees under the Statement of Work through and up to the effective date of termination.

18.4. If a party has the right to terminate this Agreement pursuant to Sections 18.1 or 18.2, it may instead elect to terminate one or more of the individual Services provided under this Agreement or Statement of Work, in which event such Services shall be so terminated but this Agreement will continue in full force and effect in relation to all the other Services provided thereunder.

- 18.5. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

- 18.6. Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties accrued before the date of termination or expiry.

- 18.7. On termination or expiration of this Agreement or any Statement of Work for any reason, then without prejudice to any other right Convergent may have, the following provisions shall apply to such termination as appropriate:

18.7.1. Convergent's obligations to provide Services shall automatically terminate;

18.7.2. unless terminated by the Customer pursuant to Section 18.2.1, all amounts payable by the Customer to Convergent shall become due (subject to receipt by the Customer of a valid invoice in respect of the same);

18.7.3. the Customer shall pay all unbilled costs incurred by Convergent in providing the Services, Equipment or Software up to the date of termination;

18.7.4. the Customer shall pay all costs relating to the packing, transportation and administration, delivering or retrieving of, or cancellation of the Equipment;

18.7.5. the Customer shall cease use of the Services and Products;

18.7.6. each party shall return and make no further use of any Products, property, materials and other items (and all copies of them) belonging to the other party; and

18.7.7. Convergent may destroy or otherwise dispose of any of the Customer Data in its possession.

18.8. Notwithstanding its obligations in Section 11, if a party is required by Applicable Law to retain any documents or materials which it would otherwise be required to return or destroy under Section 11, it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain. Section 11 (Confidentiality) shall continue to apply to any such retained documents and materials.

19. FORCE MAJEURE

- 19.1. Each party will give notice to the other party upon becoming aware of an event of Force Majeure, such notice to contain details of the circumstances giving rise to the event of Force Majeure.

19.2. If an event of Force Majeure shall continue for more than sixty (60) days, then either party will be entitled to terminate any affected Services by giving not less than thirty (30) days written notice to the other. Neither party shall have any liability to the other in respect of the termination of a Service as a result of an event of Force Majeure.

20. NON-HIRING

- 20.1. During the term of this Agreement and for one (1) year after any termination of this Agreement, the Customer will not directly or indirectly, on Customer's own behalf or in the service or on behalf of others, in any capacity employ or induce or attempt to induce any Convergent employee or contractor to leave Convergent without the prior written agreement by Convergent.

21. ANTI BRIBERY

- 21.1. Each party shall:

21.1.1. comply with all applicable laws, acts, mandatory codes and sanctions and maintain its own adequate policies and procedures relating to anti- bribery and anti-corruption

including but not limited to the US Foreign Corrupt Practices Act,

- 21.1.2. promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement; and
- 21.1.3. immediately notify the other party if a foreign public official becomes one of its officers or employees or acquires a direct or indirect interest in the first party (and the first party warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement or any Statement of Work dated after the date of this Agreement).
- 21.2. Any breach of this Section 21 shall be deemed a material breach under Section 18.
- 21.3. For the purposes of this Section 21, a person associated with a party includes any subcontractor of that party.

22. WAIVER

- 22.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

23. CAPACITY

- 23.1. Each party warrants to the other that:
 - 23.1.1. it has full capacity and authority to enter into and perform its obligations under this Agreement; and
 - 23.1.2. this Agreement and each Statement of Work is executed by its duly authorized Representatives.

24. SEVERABILITY

- 24.1. If any court or administrative body finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 24.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted or modified, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

25. ENTIRE AGREEMENT

- 25.1. This Agreement, together with the Service Specific Terms, Appendices, online documents incorporated by reference and any Schedules of Services, constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

26. ASSIGNMENT

- 26.1. Neither party may assign all or any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Convergent may assign all or any of its rights or obligations under this Agreement without the prior written

notice or consent of Customer in connection with a merger, reorganization, acquisition, sale of all or substantially all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

27. THIRD-PARTY RIGHTS

- 27.1. This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns.

28. INDEPENDENT CONTRACTOR

- 28.1. It is understood and agreed between the parties that Convergent is and will be, in all events, an independent contractor, and nothing contained herein will or may be construed as constituting Convergent as an agent, partner, joint venturer, partner or legal representative of Customer or for any other purpose whatsoever. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

29. EXPORT/RE-EXPORT RESTRICTIONS

- 29.1. Customer acknowledges that the export and re-export of certain Products and Services (with their technology and/or Software) are subject to the export control and sanctions laws, regulations, and orders of the United States and the trade laws of other countries, including but not limited to the U.S. Commerce Department's Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and the Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively, "Export Control Laws"). Customer agrees, at all times, to comply with all Export Control Laws imposed by the governments of the United States, Canada and/or the country within which the Products and Services (with their technology and/or Software) are provided by Convergent to Customer.

30. DISPUTE RESOLUTION

- 30.1. The parties agree to use reasonable endeavors to resolve any dispute or claim relating to this Agreement in accordance with this Section 31 in good faith. Each party must follow the procedures in this Section 31 before starting an action in a court of competent jurisdiction (except for urgent injunctive or declaratory relief).
- 30.2. If a dispute or claim arises between the parties that cannot be resolved promptly between the parties at an operational level, either party may notify the other party of a formal dispute. Each party must nominate a senior executive to meet within fifteen (15) Business Days of the date of the notice (or any other agreed period) to resolve the dispute or claim.
- 30.3. All disputes, controversy or claims between the parties arising from or related to this Agreement or any Statement of Work, including the validity of this provision, will be finally resolved by a court of competent jurisdiction.

31. GOVERNING LAW AND COUNTRY SPECIFIC TERMS

- 31.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws set

forth in the Country Specific Terms, of the State of Ohio, regardless of choice-of-law principles.

- 31.2. Any indemnification obligations, disclaimers or limitation of liability in this Agreement shall apply to the extent permitted by Applicable Law.

32. NOTICES

- 32.1. Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent by email to the address specified in the signatory box below or, to the extent no such information is provided, in the relevant Statement of Work.
- 32.2. Any notice or communication shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by email, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

33. LANGUAGE

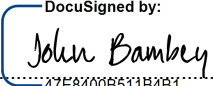
- 33.1. English is the officially recognized language for this Agreement. Any documents written in other languages may be used only for reference, but will not be considered in interpreting or conducting the intended actions of this Agreement.

34. EXECUTION IN COUNTERPARTS

- 34.1. This Agreement and any Statement of Work may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. The exchange of a fully executed Agreement or Statement of Work (in counterparts or otherwise) by fax, .pdf, .pic, .tif, .jpg or other legible image file or widely accepted electronic signature service (ex. DocuSign) shall be sufficient to bind the parties to the terms and conditions of this Agreement or any Statement of Work.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the duly authorized representatives of Convergent and Customer as specified below:

DocuSigned by:

Signed: 
47E8400B511B4B1...

By: John Bambey

Title: Regional Vice President

Email for notices: casey.reiff@convergent.com

for and on behalf of Convergent

Signed: 
Adrian Petway (Mar 23, 2026 14:15:31 EDT)

By: Adrian Petway

Title: Chief Financial Officer

Email for notices: apetway@centralstate.edu

for and on behalf of the Customer

SERVICE SPECIFIC TERMS – SOFTWARE AND SOFTWARE SUPPORT

1. GENERAL; DEFINITIONS

- 1.1. Any Software shall be identified as such in the relevant Schedule of Service.
- 1.2. **Authorized User:** means Customer's Personnel (i) who are authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Software has been purchased hereunder.
- 1.3. **Software Solution(s):** any Software to be provided under this Agreement including all equipment and storage media used for housing, serving, and maintaining Customer Data and the information or data accessible on or through such Software.
- 1.4. **Update:** any additional or amended software or other material (including a patch or fix) which corrects bugs or errors in the Software Solution and any other update, amendment, upgrade or enhancement to the Software Solution that is generally made available to Convergent's customers.

2. ACCESS AND USE

- 2.1. CONVERGINT will integrate the Software with Customer System or Customer Software only as expressly agreed in the Statement of Work. Convergent does not guarantee the software is compatible with any Customer Systems or any Customer Software.
- 2.2. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, Convergent will procure for Customer a non-exclusive, non-transferable right to access and use the Software by Authorized Users in accordance with this Agreement during the Term. Such use is limited to Customer's internal use. Convergent shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Software. The total number of Authorized Users will not exceed the number set forth in the Statement of Work, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.
- 2.3. Customer shall not use the Software for any purposes beyond the scope of the access granted in this Agreement. Customer and its Authorized Users shall use the Software in compliance with the EULA between Customer and the applicable OEM.

3. CUSTOMER OBLIGATIONS

- 3.1. Customer shall provide Convergent with information for the provisioning of End Users
- 3.2. Customer shall ensure that all Customer Systems are suitable for the implementation of the Software.
- 3.3. Where and to the extent that Convergent provides services to integrate the Software to any Customer System or Customer Software, Customer shall ensure it has obtained and maintained all necessary APIs, licenses and consents, at Customer's costs, relating to any third party integrations, unless otherwise agreed in the Statement of Work.
- 3.4. Customer is responsible for all acts and omissions of Authorized Users. Customer shall use reasonable efforts to make all Authorized Users aware of and comply with the EULA.
- 3.5. Customer will immediately notify Convergent relating to all Software faults.

4. WARRANTY

- 4.1. Warranties for Convergent's Services and Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in

effect as of the effective date of the Agreement and is incorporated by reference in this Addendum as if set forth herein in full.

5. SUPPORT

- 5.1. Convergent shall support and maintain the Software Solutions and deploy Updates during the Term in accordance with the Statement of Work.
- 5.2. Convergent may make reasonable changes to the Software Solutions and/or Documentation provided that such change does not reduce functionality, security or compatibility with Customer Systems.

6. AUDIT

- 6.1. Upon ten (10) days advance notice from Convergent, and no more often than once in any twelve (12) month period, Convergent may audit Customer's use of the Software solely to verify Customer has not exceeded the number of Authorized Users that Customer has purchased. Said audit will be conducted by a third party audit professional selected by Convergent with the prior written consent of Customer, during normal business hours, and not disrupt Customer's business. Convergent shall be responsible for the fees and costs of such audit. If Customer has exceeded the number of Authorized Users it has purchased, Convergent's sole and exclusive remedy will be to have Customer purchase the additional Authorized Users required to equal actual usage

SERVICE SPECIFIC TERMS – EQUIPMENT AND EQUIPMENT MAINTENANCE

1. DEFINITIONS

- 1.1. **Defect(s):** any defect in design, materials and/or workmanship or any other error or performance failure arising in any Equipment.
- 1.2. **Patch(es):** any Software or other materials which correct any defect in the Equipment's Software.

2. EQUIPMENT

- 2.1. Any Equipment shall be identified as such in the relevant Statement of Work.
- 2.2. For Equipment being rented to Customer ("**Rented Equipment**"), Convergent will retain title in all Rented Equipment at all times and the Customer shall safeguard such Rented Equipment from damage and not do anything to affect Convergent's interest therein.
- 2.3. For Equipment being resold to Customer ("**Resold Equipment**"), risk of loss passes to Customer at the time the Resold Equipment is delivered to the designated Customer Site and title passes upon full payment by Customer for the Resold Equipment. Unless otherwise agreed, Convergent shall be permitted to invoice Customer for Resold Equipment purchases immediately upon execution of the corresponding Statement of Work.
- 2.4. For Equipment being leased to Customer and Customer has an option to purchase the Equipment upon expiration of the lease term ("**Leased Equipment**"), the parties will execute a separate lease agreement in the form attached in the Service Specific Terms – Equipment Lease Agreement.
- 2.5. For Equipment that is separately owned by Customer and not provided by Convergent under this Agreement, ("**Customer Owned Equipment**"), Customer will retain title in all Customer Owned Equipment at all times and the Customer shall safeguard such Customer Owned Equipment from damage.

3. CUSTOMER'S OBLIGATIONS

- 3.1. The Customer agrees to keep all Rented Equipment marked as the property of Convergent, and agrees that Convergent may enter its premises and recover any such Rented Equipment in the event that the Customer is in breach of its payment obligations under this Agreement or upon termination of the relevant Statement of Work.
- 3.2. Customer represents and warrants that performance of Services or installation of Equipment by Convergent, its contractors and/or its employees at any Customer Site in accordance with Customer's direction does not and will not violate any Applicable Law. Customer shall obtain and at all times maintain all rights, licenses, consents, permissions, leases and easements necessary for Convergent and its employees and contractors to perform the Services, enter all premises necessary to perform the Services and install all Equipment at premises required or requested by Customer.

4. WARRANTY

- 4.1. Warranties for Convergent's Products and Services are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of the Agreement and is incorporated by reference in this Addendum as if set forth herein in full.

5. EQUIPMENT MAINTENANCE

- 5.1. Convergent shall provide maintenance of the Equipment as specified in the Statement of Work for the Term set forth in the

Statement of Work, unless terminated by either party pursuant to the Agreement. Such maintenance may include:

- (a) monitoring performance of the Equipment and correct any Defects;
- (b) supplying and provide necessary Patches; and
- (c) making suitably qualified representatives available to respond to technical queries.

6. EXPIRATION OR TERMINATION RELATING TO RENTED EQUIPMENT

- 6.1. Upon expiration or termination of a Statement of Work relating to Rented Equipment, Customer shall permit Convergent to enter the Customer Site, at a reasonable time to be agreed by the parties, and remove the Rented Equipment. Convergent shall not be liable for repair or patching or other damage caused to Customer Site from removal of the Rented Equipment.

SERVICE SPECIFIC TERMS – MONITORING

1. MONITORING SERVICES TERMS AND CONDITIONS APPLY

- 1.1. All terms and conditions of the Agreement shall not be applicable to Monitoring Services, except for Sections 1.3, 21, 30, 31, 32 and 34.
- 1.2. To the extent Convergent provides any Monitoring Services in the US or Canada, the parties agree that all Monitoring Services shall be governed by the terms of the Monitoring Services Order Form completed by Customer, as well as the Monitoring Services Terms and Conditions effective on the Effective Date of the Monitoring Services Order Form and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full.
- 1.3. To the extent Convergent provides any Monitoring Services in countries other than the US or Canada, the parties agree that all Monitoring Services shall be governed by the terms of the Monitoring Services Order Form completed by Customer, as well as the Monitoring Services Terms and Conditions attached thereto.

SERVICE SPECIFIC TERMS – SPECIAL OFFERINGS

1. DEFINITIONS

- 1.1. **“Special Offerings”** means Products or Services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data.

2. INDEMNITY

- 2.1. To the fullest extent allowed by law, any of Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Covered Persons have no liability for any losses or damages caused by any Special Offerings

STATEMENT OF WORK TEMPLATE
COMPLETE A SEPARATE STATEMENT OF WORK DOCUMENT

This Statement of Work dated as of _____, 20____ (this "Statement of Work") between _____ ("Customer") and _____ ("Convergent") is an addendum to the Master Services Agreement between Customer and Convergent dated _____, 20____ (the "Agreement"). All of the terms and conditions of the Agreement, to the extent not expressly modified herein, are hereby incorporated into the terms and conditions of this Statement of Work as if set out in full herein.

Project Description:

The Products and/or Services to be provided by Convergent under this Statement of Work shall be in accordance with the Proposal, or if not stated in the Proposal, as follows:

Type of Equipment:

- ☐ Resold Equipment:
- ☐ Rented Equipment:
- ☐ Leased Equipment: (If Ticked, attach Service Specific Terms – Equipment Lease Agreement)
- ☐ Customer Owned Equipment (no Equipment provided by Convergent)

Service Type (Tick all that apply):

- ☐ Installation
- ☐ Customer Support Program ("CSP"): Post-installation "break/fix" support and/or pre-scheduled inspection, maintenance, or support services, as further detailed below
- ☐ Managed Services: Post-installation inspection, maintenance, or support services provided on an as-needed basis, as further detailed below
- ☐ Monitoring Services
- ☐ Virtual Security Operations Center (SOC)

Schedule:

Convergent shall complete the installation of the Equipment under this Statement of Work in accordance with the performance schedule set forth in the Proposal, or if not stated in the Proposal, by _____ Insert Completion Date.

Products:

Fill in detailed description of Products

Services:

Fill in detailed description of in-scope Services

Responsibilities of the Parties:

Fill in as needed

Out-of-scope services, assumptions, and dependencies:

Fill in as needed

Subscription Term:

- ☐ This Statement of Work shall commence on _____ and shall continue in effect for the period of _____ (_____) [months/years], unless otherwise terminated as provided for in the Agreement. This Statement of Work shall automatically renew as provided for in the Agreement.
- ☐ Not applicable

Fees:

As full and complete consideration for Convergent's delivery of the Products and/or Services in accordance with this Statement of Work and the Agreement, Convergent shall submit invoices to Customer, and Customer shall pay Convergent, as follows:

Fees: \$ _____, which shall be invoiced annually / monthly / quarterly and paid pursuant to Section 8 of the Agreement.

Additional Country Specific Terms:

Any additional country specific terms can be included here or insert "None"

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be executed by their duly authorized representatives.

CUSTOMER:

CONVERGINT:

By:

By:

Name:

Name:

Title:

Title:

APPENDIX 1

INTERPRETATION & DEFINITIONS

The definitions and rules of interpretation in this Appendix apply in this Agreement, including each Schedule attached to it.

1. A person includes a natural person, company or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
2. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
3. A reference to a subsidiary means any corporation, partnership, limited liability company, joint venture, trust or estate of or in which more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time capital stock of any other class of such corporation may have voting power upon the happening of a contingency), (b) the interest in the capital or profits of such partnership, limited liability company, or joint venture or (c) the beneficial interest in such trust or estate is at the time directly or indirectly owned or controlled through one or more intermediaries, or both, by such person.
4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.
5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.
6. A reference to writing or written includes faxes and e-mail (except where specifically stated otherwise).
7. Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
8. The section, schedule and paragraph headings shall not affect the interpretation of this Agreement.

Acceptable Use Policy ("AUP"): means the Convergent Acceptable Use Policy available at <https://www.convergent.com/terms/>.

Accepted Standards: means using the standards practices and methods and exercising the skill, diligence, prudence, foresight and judgement which would be expected from a skilled, qualified and experienced person engaged in a similar undertaking under similar circumstances.

Affiliate: means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party. For purposes of the Affiliate definition, an entity "controls" another entity if it has the power to direct the management and policies of the other entity, through ownership of more than 50% of the voting securities of an entity, majority representation on its board of directors or other governing body, or by contract. Notwithstanding the foregoing, in no event will any direct or indirect equity holder of Convergent Technologies Group L.P. (including Ares Corporate Opportunities Fund V, L.P. and its Affiliates) be deemed to be an Affiliate of CT.

Applicable Law: means any relevant statute, statutory instrument, by-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal); regulation; rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or industry code of conduct or guideline.

Bankruptcy Code: means Title 11 of the United States Code, as amended from time to time, or any similar federal, provincial, or state law for the relief of debtors.

Biometric Information: includes: (a) any information, data, content, or material that constitutes a biometric identifier, biometric information, or biometric data under any Applicable Law, including, without limitation, the California Consumer Privacy Act, the California Privacy Rights Act, the Illinois Biometric Information Privacy Act, the Texas Biometric Privacy Act, the Revised Code of Washington §§ 19.375.010 et seq., the New York City Biometric Identifier Information ordinance, the Personal Information Protection and Electronic Documents Act (PIPEDA), the Quebec Act Respecting the Protection of Personal Information in the Private Sector as modified Bill 64 (Quebec Privacy Law), and any other information that is regulated as "biometric data," "biometric identifier," "biometric identifier information," "biometric information," or other similar term as otherwise defined under any Applicable Law; (b) any retina or iris scan, fingerprint, faceprint, palm print, voiceprint, record or scan of hand or face geometry; and (c) any information, data, content, or material generated from measurements or analysis of the human body, biological or physiological characteristics or patterns that is used, or could be used, alone or in combination with other identifying data, to identify an individual, including, without information, information based on the characteristics of an individual's gait, speech pattern, keystroke patterns or rhythms, sleep, health, or exercise data, or any immutable characteristic of an individual.

Billing Period: means the period of time (e.g. monthly, quarterly, annually) that any Fees or other charges would be grouped for invoicing as set out in the relevant Statement of Work.

Business Day: means a day other than a Saturday, Sunday or public holiday in New York when banks in New York are open for business. In countries outside of the United States, the public holiday will be considered by the province or country where the Services are performed.

Commencement Date: means the date specified in the relevant Statement of Work.

Confidential Information: means all confidential information (however recorded, stored, preserved or communicated, including orally) disclosed by a party or its Representatives (a "disclosing party") to the other party and that party's Representatives (a "receiving party") including the trade secrets, operations, processes, plans, intentions, services, product information, know-how, designs, market opportunities, transactions, business affairs and any information (whether or not included in the above examples) which is either labelled as confidential or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure, and includes the terms of each Statement of Work;

Convergent Covered Persons: means Convergent's (i) Affiliates, (ii) its and its Affiliates', officers, directors, employees, agents, (iii) contractors, subcontractors, third party product manufacturers or providers, and (iv) the successors and assigns of all of the foregoing.

Country Specific Terms: terms and conditions applicable to Agreements for particular jurisdictions as set out in Appendix 3 or Statement of Work.

Customer Data: all electronic information, data or other content provided by the Customer to Convergent, which may be hosted or processed by computer systems owned and operated by Convergent or by a third-party service provider.

Customer Systems - means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity or other property, whether operated directly by Customer or through the use of third party services, necessary for Customer to access or use the Services.

Customer Site: means any premises belonging to or occupied by the Customer at which it receives a Service.

Customer Software: means all software programs other than the Software provided by Convergent to Customer under a Statement of Work, which software may be used by Convergent to provide the Services to Customer.

Data Controller: means the entity responsible for determining the purposes and the means of Processing Personal Data. The term "Data Controller" includes entities that assume the role of "Data Controller" (e.g., under GDPR), "Business" (e.g., under CCPA / CPRA), or other analogous roles in applicable Data Protection Laws.

Data Processor: means the entity that Processes Personal Data on behalf of a Data Controller. The term "Data Processor" includes entities that assume the role of "Data Processor" (e.g., under GPDR), "Service Provider" (e.g., under CCPA / CPRA), or other analogous roles in applicable Data Protection Laws.

Data Protection Laws: means all laws and regulations relating to data privacy, information security, data protection, cross-border data flows, security and protection of Personal Data, and Personal Data rights, as may be amended, including without limitation the California Consumer Privacy Act ("CCPA") and the European Union member states under the European Union General Data Protection Regulation (EU) 2016/679 ("GDPR").

Delivery Date: means the date specified in the relevant Statement of Work.

Debtor Relief Laws: means the Bankruptcy Code and all other liquidation, bankruptcy, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization or similar debtor relief laws of the US or other applicable jurisdictions in effect from time to time.

Documentation: means the OEM's published manuals, operating documents, instructions and/or other written documentation relating to the Products.

Equipment: means any equipment or hardware provided or used by Convergent to deliver any of the Services to Customer.

Error: is a failure of a Service in any material respect to conform with the relevant Statement of Work or Appendix 1 or 2.

EULA: is the applicable OEM's standard end user license agreement terms and conditions governing use of the applicable hardware, software, technology, service or product or any Product.

Fees: means all fees due to be paid to Convergent by the Customer for any Services.

Force Majeure: means any cause beyond Convergent's reasonable control including interruptions to, outages of, or slowdowns in internet services or telecommunications networks; acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war (declared or undeclared), armed conflict, invasion, revolution, military coup, terrorism; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; fire, flood, transportation failures or contingencies; power failure; breakdown in hardware; telecommunications failures or internet downtime or available bandwidth shortage; cyber or ransomware attack; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences.

Group Companies: in relation to a party, that party, any party of which it is a subsidiary from time to time (its holding company) and any other subsidiaries from time to time of that party or its holding companies.

Information Security Incident: means an actual or suspected breach of security in the Software (defined below) leading to the unauthorized destruction, loss, damage, disclosure, access to, or use of data stored in the Software or interruption in services to the Software or other software or systems directly or indirectly connected to the Software.

Initial Term: the period for the supply of the Services indicated on the relevant Statement of Work starting from the Commencement Date or Delivery Date, as appropriate, or if no Initial Term is specified on the relevant Statement of Work, a period of twelve (12) calendar months from that date.

Intellectual Property Rights: any and all trade and service marks or names, domain names, patents, utility models, design rights, copyright, database rights or other intellectual property rights, in each case whether registered or unregistered, whether capable of registration or not, including applications for registrations, anywhere in the world.

Invoice Due Date: means the date for payment set out on Convergent's invoice or in the Statement of Work or if no date for payment is stated, thirty (30) days from the date of the invoice.

Monitoring Services: means alarm signal monitoring services for the sending of alarm signals to a central monitoring station and the relay of alarm notifications to designated contacts, including any related video verification services.

Notice Period: means the notice period set out in the relevant Statement of Work and if not set out therein shall be ninety (90) days.

OEM Terms: means, collectively, any applicable end user license agreement, acceptable use policy, privacy policy, and/or other terms and conditions from the original equipment manufacturer.

Original Equipment Manufacturer (OEM): shall mean the third-party manufacturer, developer, distributor or licensor of the Products and certain services are delivered to Customer by such manufacturer, developer, distributor or licensor.

Personal Data: means any information that identifies or, alone or in combination with any other information, could reasonably be used to identify, locate, or contact a natural person, including Biometric Data, name, street address, telephone number, email address, credit card number, bank information, customer or account number, online identifier, device identifier, IP address, browsing history, search history, or other website, application, or online activity or usage data, location data, medical or health information, or any other information that is considered “personally identifiable information,” “personal information,” or “personal data” under applicable Data Protection Laws.

Personnel: means employees, officers, agent, and contractors.

Process(ing): means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, access, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Product(s): means the commercially-available Equipment, Software or other hardware, products or goods, for which Convergent is an authorized distributor or reseller and not the OEM, that Convergent is procuring, installing or maintaining for Customer under the Agreement.

Recurring Fees: any element of the Fees which is payable for each Billing Period (e.g. monthly, quarterly, annually) regardless of usage as set out in the Statement of Work.

Representatives: a party's employees, officers, directors, representatives, advisers, investors, or potential investors.

Sales Tax: means any and all sales, use, gross receipts, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any governmental authority on any amounts payable by Customer under this Agreement; exclusive, however, of any taxes, assessments, or other levies imposed on Convergent's income or capital (including leased or purchased property, Equipment, or software), any franchise taxes, any taxes in lieu of net income taxes and any other direct taxes imposed on Convergent.

Service(s): shall mean each individual service, or several Services to be provided under this Agreement, as set out in the relevant Statement of Work. Services does not include technical support, professional services, and other assistance provided by the OEM.

Service Specific Terms: terms and conditions applicable to certain types of Services as set out after this Agreement.

Software: means, individually and collectively, the one or more licensed software or software as a service (SaaS) (including cloud services) provided, integrated for or otherwise made available by Convergent to Customer under a Statement of Work. Unless otherwise specified, the Software is developed, owned, maintained, managed, and supported on an ongoing basis by an OEM.

CENTRAL STATE UNIVERISTY ADDENDUM TO CONVERGINT TERMS AND CONDITIONS

This Central State University Addendum to Convergent's Terms and Conditions ("Addendum") is attached and made a part of the Convergent Monitoring Agreement ("Contractor's Agreement/Terms") (attached hereto as Exhibit A) by and between the Central State University (the "University"), located at 1400 Brush Row Road, Wilberforce, Ohio 45382, and Convergent ("Contractor"), located at 921 Eastwind Drive, Suite 126, Westerville, Ohio 43081. It is expressly understood and agreed that the terms of this Addendum shall take precedence over and supersede Contractor's Agreement/Terms and any attachments to the Agreement.

The parties agree as follows:

1. Contract Defined. This Addendum and Contractor's Terms/Quote hereby constitute the Contract.
2. Governing Law. This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

Any provisions requiring the University to participate in binding arbitration or mediation do not meet the requirements of state law and shall be considered stricken. Contractor will bear any costs related to non-binding mediation.

3. Effective Date. This Contract is in effect from the date of issuance of a purchase order, through June 30, 2026, unless the Contract is suspended or terminated prior to this date. University cannot agree to automatic renewals and any such provision in the Contract shall be considered stricken and of no effect. This Contract may be renewed upon satisfactory performance of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of the University. The University will issue a notice to Contractor if the University decides to renew this Contract. Contractor shall not obligate resources in anticipation of a renewal until notice is provided.
4. Compensation. The total amount payable under this Contract shall not exceed \$2,975.29. University agrees to pay compensation up to \$2,975.29 in State Fiscal Year 2026 in consideration for goods and services provided, as set forth in Contractor's Quote. Any changes to the total compensation under this Contract must be mutually agreed upon in writing by the parties and any discretionary unilateral changes to fees or penalties shall be considered stricken from the Contract. The University shall not reimburse Contractor for any travel or travel-related expense. Interest on any late payments as required by Section 126.30 of the Ohio Revised Code will be calculated using the Ohio Budget and Management Payment Calculator found here: <https://obm.ohio.gov/areas-of-interest/financial-support-services/resources/late-payment-calculator>.

After Contractor receives a purchase order, Contractor shall submit an invoice for the goods or services performed consistent with this Paragraph. All invoices shall contain Contractor's name and address, a detailed description of the goods or services purchased, shall reference the University and the University's address.

Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all

relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio and the University's Board of Trustees, or in the event that grant funds are used, until such time that the University gives Contractor written notice that such funds have been made available to the University by the University's funding source.

It is the intention of the University to enter into this Contract for the full term of the Contract pursuant to Contractor's proposal. As the current General Assembly cannot commit a future General Assembly to expenditure, Contractor understands that the University's ability to complete the term is dependent upon obtaining additional funding from the Ohio State Legislature. To the extent the funds are not allocated for this Contract, the University may terminate this Contract without penalty.

5. Indemnification and Liability. Any provision in the Contract requiring University to indemnify, hold harmless, or pay attorney's fees to Contractor does not meet the requirements of State law and shall be considered stricken. The Contractor shall indemnify the University for all liability and expense arising out of the performance of this Contract, provided that liability or expense is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. Each party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
6. Confidentiality. Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Contract without the prior written consent of the University.
 - (a) Public Records. It is understood by the parties that University is a public state university, created pursuant to R.C. Chapter 3345, and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq., and that any record kept by University that is deemed a public record is subject to release if a proper request is made. Contractor may identify in writing information shared with University that it considers to be confidential and exempt from disclosure under the Ohio Public Records Act (the "Identified Information"). If University receives any request for the disclosure of Identified Information, University shall promptly notify Contractor of such request so that Contractor may have the opportunity, within a reasonable period of time, to determine what information, if any, may be protected by applicable law, and to seek appropriate legal action, including injunctive relief, to prevent disclosure of the Identified Information.
 - (b) FERPA. Contractor understands that it may, pursuant to the Contract, generate or otherwise be in possession of confidential education records regarding the University's students, and that these records are protected by federal law including, inter alia, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. 1232g. Contractor further understands that it may not share or disclose these education records with any party other than the University, without both the University's and the relevant student's consent.
7. Taxes. Pursuant to Section 5739.02 of the Ohio Revised Code, University is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the University is exempt from use tax. University does not agree to pay any taxes on commodities, goods, or services acquired from Contractor. University can provide a tax-exempt certificate upon request.

8. Representation. The Ohio Attorney General shall be the attorney for the University and shall provide legal advice in all matters relating to its powers and duties. Any provision in the Contract that commits the University to legal representation besides the Ohio Attorney General shall be considered stricken.
9. Subcontracting. All subcontracts shall be at the sole expense of the Contractor and Contractor will be solely responsible for payments of its subcontractors. Contractor assumes responsibility for all subcontracting and third-party work performed under this Contract. In addition, all Subcontractors agree to be bound by the same terms and conditions of this Contract.
10. Suspension/Termination. University may suspend or terminate this Contract for its convenience after issuing written thirty (30) day notice to Contractor. The Contractor shall be entitled to the prorated price of any goods or services purchased under this Contract or portion of goods or service that the Contractor has delivered, and the University has accepted before termination.
11. Compliance with Laws and Regulations. Contractor must comply throughout the duration of the Contract with all applicable federal, state, local laws while performing under this Contract.

- (a) By executing this Addendum, Contractor hereby affirms current and continued compliance with the following provisions:

Nondiscrimination of employment. Pursuant to R.C. 125.111(A) and the University's policy, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the services, if applicable. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Services, if applicable, on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

- (i) Conflicts of Interest. No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any of the services, if applicable shall, prior to the completion of the services, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the services, if applicable. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the University in writing. Thereafter, he or she shall not participate in any action affecting the services, if applicable,, unless the University shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (ii) Ethics Compliance. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are

knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

- (iii) **Qualifications to do Business.** Contractor affirms that it has all the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Contract Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the University in writing and will immediately cease performance of the services.
- (iv) **Finding for Recovery.** Contractor warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.
- (v) **Debarment.** Contractor represents and warrants that it is not debarred from consideration for contract awards by any governmental agency.
- (vi) **OPERS.** It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the University or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement System benefits. Pursuant to R.C. 145.038, if Contractor is an individual or business entity with fewer than five employees, Contractor shall notify the University not later than thirty days after the work begins via the Non-Member Acknowledgement Form (“PEDACKN”) provided by the Ohio Public Employees Retirement System (“OPERS”), found here:

<https://www.opers.org/forms-archive/PEDACKN-Non-Member-Acknowledgment.pdf>

Contractor’s failure to complete and submit the PEDACKN to the Contractor within 30 days of the Work beginning shall serve as Contractor’s certification that Contractor is a “business entity” as that term is defined in R.C. 145.037.

- (vii) **Ohio Retirement System Retirant.** If Contractor is a PERS retirant, as such term is defined by R.C. 145.038, Contractor shall notify the University of such status in writing prior to the commencement of services and shall contact OPERS to ensure all obligations required by OPERS are met. University shall not be responsible for any changes to Contractor’s retirement benefits that may result from entering into this Contract.
- (viii) **Repayment.** If the representations and warranties in this section are found to be false, this Contract is void ab initio and Contractor shall immediately repay to the University any funds paid under this Contract.

12. **General Warranty.** Contractor warrants that:

- (a) Contractor has the right to enter into this Contract.

- (b) Contractor has not entered into any contracts or employment relationships that restrict Contractor's ability to perform under this Contract.
 - (c) Goods or services delivered under this Contract comply with all governmental, environmental, and safety standards.
 - (d) The goods are merchantable and fit for the particular purpose described in this Contract and shall perform substantially in accordance with its user manuals, technical materials, and related writings.
 - (e) The recommendations, guidance, and performance of Contractor under this Contract shall be in accordance with the industry's professional standards and the requirements of this Contract without material defect.
13. Severability. To the extent that any term or provision of the Contract or any other applicable terms and conditions, is considered *void ab initio*, or is otherwise unenforceable against University pursuant to applicable Ohio state law, then such term or provision shall be struck and the remaining language shall remain in full force and effect.
14. Amendments. No change to any provision of the Contract will be effective unless it is in writing and signed by the parties to this Contract. Unless specifically provided otherwise in this Contract or agreed to in writing by parties, no terms or conditions included on Contractor's quote or ordering document will be valid or enforceable against the University and are specifically excluded from this Contract. No "click-through," "shrink-wrap," "browse-wrap," unilateral fee increases, or other terms that have not been specifically negotiated by the Contractor and the University, whether before, on, or after the date of this Contract, will be effective to add or modify the terms of this Contract, regardless of any party's "acceptance" of those terms by electronic means. No University employee has the authority to modify, amend, or supplement this Contract through electronic means.
15. Addendum Controlling. In the event there is a conflict between the terms and conditions of the Contractor's Terms/Quote and this Addendum, the Addendum is controlling.

(signature page on next page)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Addendum as of the date first set forth above.

CONVERGINT

DocuSigned by:
By: John Bambey
47E8400B511B4B1...
Name: John Bambey
Title: Regional Vice President
Date: 1/2/2026

CENTRAL STATE UNIVERISTY

By: Adrian Petway
Adrian Petway (Mar 23, 2026 14:15:31 EDT)
Name: Adrian Petway
Title: Chief Financial Officer
Date: 03/23/2026

CENTRAL STATE UNIVERISTY ADDENDUM TO CONVERGINT TERMS AND CONDITIONS

This Central State University Addendum to Convergent's Terms and Conditions ("Addendum") is attached and made a part of the Convergent Monitoring Agreement ("Contractor's Agreement/Terms") (attached hereto as Exhibit A) by and between the Central State University (the "University"), located at 1400 Brush Row Road, Wilberforce, Ohio 45382, and Convergent ("Contractor"), located at 921 Eastwind Drive, Suite 126, Westerville, Ohio 43081. It is expressly understood and agreed that the terms of this Addendum shall take precedence over and supersede Contractor's Agreement/Terms and any attachments to the Agreement.

The parties agree as follows:

1. Contract Defined. This Addendum and Contractor's Terms/Quote hereby constitute the Contract.
2. Governing Law. This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

Any provisions requiring the University to participate in binding arbitration or mediation do not meet the requirements of state law and shall be considered stricken. Contractor will bear any costs related to non-binding mediation.

3. Effective Date. This Contract is in effect from the date of issuance of a purchase order, through June 30, 2027, unless the Contract is suspended or terminated prior to this date. University cannot agree to automatic renewals and any such provision in the Contract shall be considered stricken and of no effect. This Contract may be renewed upon satisfactory performance of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of the University. The University will issue a notice to Contractor if the University decides to renew this Contract. Contractor shall not obligate resources in anticipation of a renewal until notice is provided.
4. Compensation. The total amount payable under this Contract shall not exceed \$750,000.00. University agrees to pay compensation up to \$750,000.00 in State Fiscal Year 2027 in consideration for goods and services provided, as set forth in Contractor's Quote. Any changes to the total compensation under this Contract must be mutually agreed upon in writing by the parties and any discretionary unilateral changes to fees or penalties shall be considered stricken from the Contract. The University shall not reimburse Contractor for any travel or travel-related expense. Interest on any late payments as required by Section 126.30 of the Ohio Revised Code will be calculated using the Ohio Budget and Management Payment Calculator found here: <https://obm.ohio.gov/areas-of-interest/financial-support-services/resources/late-payment-calculator>.

After Contractor receives a purchase order, Contractor shall submit an invoice for the goods or services performed consistent with this Paragraph. All invoices shall contain Contractor's name and address, a detailed description of the goods or services purchased, shall reference the University and the University's address.

Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all

relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio and the University's Board of Trustees, or in the event that grant funds are used, until such time that the University gives Contractor written notice that such funds have been made available to the University by the University's funding source.

It is the intention of the University to enter into this Contract for the full term of the Contract pursuant to Contractor's proposal. As the current General Assembly cannot commit a future General Assembly to expenditure, Contractor understands that the University's ability to complete the term is dependent upon obtaining additional funding from the Ohio State Legislature. To the extent the funds are not allocated for this Contract, the University may terminate this Contract without penalty.

5. Indemnification and Liability. Any provision in the Contract requiring University to indemnify, hold harmless, or pay attorney's fees to Contractor does not meet the requirements of State law and shall be considered stricken. The Contractor shall indemnify the University for all liability and expense arising out of the performance of this Contract, provided that liability or expense is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. Each party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
6. Confidentiality. Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Contract without the prior written consent of the University.
 - (a) Public Records. It is understood by the parties that University is a public state university, created pursuant to R.C. Chapter 3345, and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq., and that any record kept by University that is deemed a public record is subject to release if a proper request is made. Contractor may identify in writing information shared with University that it considers to be confidential and exempt from disclosure under the Ohio Public Records Act (the "Identified Information"). If University receives any request for the disclosure of Identified Information, University shall promptly notify Contractor of such request so that Contractor may have the opportunity, within a reasonable period of time, to determine what information, if any, may be protected by applicable law, and to seek appropriate legal action, including injunctive relief, to prevent disclosure of the Identified Information.
 - (b) FERPA. Contractor understands that it may, pursuant to the Contract, generate or otherwise be in possession of confidential education records regarding the University's students, and that these records are protected by federal law including, inter alia, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. 1232g. Contractor further understands that it may not share or disclose these education records with any party other than the University, without both the University's and the relevant student's consent.
7. Taxes. Pursuant to Section 5739.02 of the Ohio Revised Code, University is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the University is exempt from use tax. University does not agree to pay any taxes on commodities, goods, or services acquired from Contractor. University can provide a tax-exempt certificate upon request.

8. Representation. The Ohio Attorney General shall be the attorney for the University and shall provide legal advice in all matters relating to its powers and duties. Any provision in the Contract that commits the University to legal representation besides the Ohio Attorney General shall be considered stricken.
9. Subcontracting. All subcontracts shall be at the sole expense of the Contractor and Contractor will be solely responsible for payments of its subcontractors. Contractor assumes responsibility for all subcontracting and third-party work performed under this Contract. In addition, all Subcontractors agree to be bound by the same terms and conditions of this Contract.
10. Suspension/Termination. University may suspend or terminate this Contract for its convenience after issuing written thirty (30) day notice to Contractor. The Contractor shall be entitled to the prorated price of any goods or services purchased under this Contract or portion of goods or service that the Contractor has delivered, and the University has accepted before termination.
11. Compliance with Laws and Regulations. Contractor must comply throughout the duration of the Contract with all applicable federal, state, local laws while performing under this Contract.

- (a) By executing this Addendum, Contractor hereby affirms current and continued compliance with the following provisions:

Nondiscrimination of employment. Pursuant to R.C. 125.111(A) and the University's policy, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the services, if applicable. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Services, if applicable, on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

- (i) Conflicts of Interest. No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any of the services, if applicable shall, prior to the completion of the services, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the services, if applicable. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the University in writing. Thereafter, he or she shall not participate in any action affecting the services, if applicable,, unless the University shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (ii) Ethics Compliance. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are

knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

- (iii) Qualifications to do Business. Contractor affirms that it has all the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Contract Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the University in writing and will immediately cease performance of the services.
- (iv) Finding for Recovery. Contractor warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.
- (v) Debarment. Contractor represents and warrants that it is not debarred from consideration for contract awards by any governmental agency.
- (vi) OPERS. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the University or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement System benefits. Pursuant to R.C. 145.038, if Contractor is an individual or business entity with fewer than five employees, Contractor shall notify the University not later than thirty days after the work begins via the Non-Member Acknowledgement Form (“PEDACKN”) provided by the Ohio Public Employees Retirement System (“OPERS”), found here:

<https://www.opers.org/forms-archive/PEDACKN-Non-Member-Acknowledgment.pdf>

Contractor’s failure to complete and submit the PEDACKN to the Contractor within 30 days of the Work beginning shall serve as Contractor’s certification that Contractor is a “business entity” as that term is defined in R.C. 145.037.

- (vii) Ohio Retirement System Retirant. If Contractor is a PERS retirant, as such term is defined by R.C. 145.038, Contractor shall notify the University of such status in writing prior to the commencement of services and shall contact OPERS to ensure all obligations required by OPERS are met. University shall not be responsible for any changes to Contractor’s retirement benefits that may result from entering into this Contract.
- (viii) Repayment. If the representations and warranties in this section are found to be false, this Contract is void ab initio and Contractor shall immediately repay to the University any funds paid under this Contract.

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- (a) Contractor has the right to enter into this Contract.

- (b) Contractor has not entered into any contracts or employment relationships that restrict Contractor's ability to perform under this Contract.
 - (c) Goods or services delivered under this Contract comply with all governmental, environmental, and safety standards.
 - (d) The goods are merchantable and fit for the particular purpose described in this Contract and shall perform substantially in accordance with its user manuals, technical materials, and related writings.
 - (e) The recommendations, guidance, and performance of Contractor under this Contract shall be in accordance with the industry's professional standards and the requirements of this Contract without material defect.
13. Severability. To the extent that any term or provision of the Contract or any other applicable terms and conditions, is considered *void ab initio*, or is otherwise unenforceable against University pursuant to applicable Ohio state law, then such term or provision shall be struck and the remaining language shall remain in full force and effect.
14. Amendments. No change to any provision of the Contract will be effective unless it is in writing and signed by the parties to this Contract. Unless specifically provided otherwise in this Contract or agreed to in writing by parties, no terms or conditions included on Contractor's quote or ordering document will be valid or enforceable against the University and are specifically excluded from this Contract. No "click-through," "shrink-wrap," "browse-wrap," unilateral fee increases, or other terms that have not been specifically negotiated by the Contractor and the University, whether before, on, or after the date of this Contract, will be effective to add or modify the terms of this Contract, regardless of any party's "acceptance" of those terms by electronic means. No University employee has the authority to modify, amend, or supplement this Contract through electronic means.
15. Addendum Controlling. In the event there is a conflict between the terms and conditions of the Contractor's Terms/Quote and this Addendum, the Addendum is controlling.

(signature page on next page)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Addendum as of the date first set forth above.

CONVERGINT

By: _____

Name: _____

Title: _____

Date: _____

CENTRAL STATE UNIVERISTY

By: _____

Name: _____

Title: _____

Date: _____

Time and Material Work Order



CENTRAL STATE UNIV MAIN

July 08, 2026

Purchaser: CENTRAL STATE
UNIVERSITY

Location: CENTRAL STATE UNIV
MAIN

Address: 1400 BRUSH ROW ROAD
WILBERFORCE, OH 45384-5
800

Address: 1400 BRUSH ROW ROAD
WILBERFORCE, OH 45384-5
800

Elevator Permits and Assistance

In exchange for TK Elevator's agreement to perform the work described in this Work Order (the "Work Order"), Purchaser agrees to pay TK Elevator for that work and all travel time at the hourly rate described below, reimburse TK Elevator any additional applicable sums that TK Elevator is obligated to pay its technicians in accordance with the collective bargaining agreement, reimburse TK Elevator all parking and toll charges it incurs in connection with that work and travel, and pay TK Elevator's charge for the materials it uses to complete that work.

Summary:

Elevator	TKE ID	Description	Repair category
BEACOM GYM	US48121	Time and Material	Proactive

For further information, please see a detailed Scope of Work on the pages that follow.

Mechanic Rate: Three Hundred Ninety Three and 40/100 Dollars \$393.40 per hour

Team Rate: Seven Hundred Eight and 12/100 Dollars \$708.12 per hour

Mechanic Rate (Overtime): Six Hundred Sixty Eight and 78/100 Dollars \$668.78 per hour

Team Rate (Overtime): **One Thousand Two Hundred Three and 80/100 Dollars \$1,203.80 per hour**

Time and Material Work Order



In the event you have any questions regarding the content of this Work Order please contact me at -.

We appreciate your consideration.

Regards,

Chad Brown
TK Elevator Corporation
934 Dalton Ave
Cincinnati OH 45203
chad.brown@tkelevator.com |-

Time and Material Work Order



Scope of Work

TK Elevator will provide permits for Beacon Gym, Foundation I and II and any other elevator that may need to have a permit. This T&M will also allow TKE to provide assistance with phones or any other issue need by the State of Ohio to allow them to return to service. This T&M will only be open for 3 months after it is signed.

Time and Material Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

Neither TK Elevator or Purchaser shall be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Both TKE and Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state or province (as applicable) where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, whether state, provincial or Federal as applicable, located there as well that to all matters and disputes arising out of this Work Order.

The rights of TK Elevator and Purchaser under this Work Order shall be cumulative and the failure on the part of the Parties to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by either Party in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Time and Material Work Order



Acceptance

This proposal, together with the terms and conditions which are expressly made a part of this proposal and agreed to, when signed and accepted by the Purchaser and approved by an officer or an authorized representative of TK Elevator shall constitute exclusively and entirely the contract between the parties and all prior representation or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or addition to this agreement will be recognized unless made in writing and properly executed by both parties.

CENTRAL STATE UNIVERSITY (Purchaser):		TK Elevator Corporation Management Approval	
By: <u>Adrian Petway</u> (Signature of Authorized Individual)		By: _____ (Signature of Branch Representative)	
<u>Adrian Petway</u> (Print or Type Name)		Andrew Ogden General Manager	
<u>Chief Financial Officer</u> (Print or Type Title)			
<u>7/16/26</u> (Date of Acceptance)		_____ (Date of Execution)	
Work Order # / PO: _____			

Please contact _____ to schedule work at the following phone number _____

Fire Protection Cooperative Acceptance Agreement



Location #: 335

Contract #:

Customer #:

Main Corporate/ZEG Code: → **Omnia Nebraska CC #57154**

Date: 12/23/2025

Customer/Participating Public Agency: Central State University

("Customer")

Phone: 937.376.6011

Address: 1400 Brush Row Rd

City: Wilberforce

State: OH

Zip: 45384

FIRE PROTECTION PRICING:

ITEM #	DESCRIPTION	UNIT PRICE
SC	Service Charge	\$65
INSPW	Annual Wet Sprinkler Inspection	\$175
INSPD	Annual Dry Sprinkler Inspection	\$175
INSPFP	Annual Fire Pump Inspection	\$600
INSPBF	Annual Back Flow Inspection	\$95
INKS	Semi-Annual Kitchen System Inspection	\$150

Space for additional entries provided on page 4

This Fire Protection Acceptance Agreement (this "Acceptance Agreement") is effective as of the execution date, with a minimum term of 12 months ; provided, alarm monitoring services shall require a minimum term of 60 months. This Agreement will automatically renew for additional twelve (12) month periods unless either party is notified by the other party, to the contrary, in writing a minimum of three (3) months in advance of the expiration of the then current term. The foregoing minimum terms shall supersede any conflicting or different term in the Master Agreement.

FIRE ALARM MONITORING PRICING:

SERVICE	# OF UNITS	PRICE	COST
	X	X 12 =	/year
	X	X 12 =	/year
	X	X 12 =	/year
Total Annual Cost		/one time	/year
		/one time	/year
		/one time	/year
Total One Time			

This Acceptance Agreement covers the following locations:

LOCATION NAME	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT NAME

Space for additional entries provided on page 4

This Acceptance Agreement covers the following inspection, testing, maintenance services and new equipment (check all that apply):

Portable Fire Extinguishers	☐ Yes ☒ No	Frequency?
Exit and Emergency Lighting	☐ Yes ☒ No	Frequency?
Fire Sprinkler Systems	☒ Yes ☐ No	Frequency? Annual
Fire Alarm Systems	☐ Yes ☒ No	Frequency?
Kitchen Suppression Systems	☒ Yes ☐ No	Frequency? Semi Annual
Backflow Prevention Devices	☒ Yes ☐ No	Frequency? Annual
Special Hazard Systems	☐ Yes ☒ No	Frequency?
Fire Training	☐ Yes ☒ No	Frequency?
Fire Alarm Monitoring	☐ Yes ☒ No	Frequency?

I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 335

Customer Signature:

By: Justin Foister

Print Name:

Title: Sales Rep

Print Title:

Accepted-GM:

Email:

Additional Terms and Conditions to follow.

Cintas Representative Initials:

Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement #001299 as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

SUPPLIER GENERAL SERVICE TERMS SECTION

1. **Customer Obligations:** Customer shall make its premises and facilities available to Cintas for the performance by Cintas of the services. If Customer cancels a scheduled service appointment without providing prior notice or if Cintas is prevented from performing any services upon arrival by Customer or conditions at the location, then Cintas may charge a cancellation fee or trip charge.
2. **Equipment Exchange:** Customer hereby agrees that in servicing Customer's portable fire extinguishers, Cintas may exchange Customer's portable fire extinguishers for Cintas's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's portable fire extinguishers so exchanged will belong to Cintas and all right, title and interest in Cintas's portable fire extinguishers so exchanged will belong to Customer.
3. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
4. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
5. **Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
6. **Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
☒ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
7. **Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
☒ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
☐ No additional terms needed
8. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? Central State University

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☒ NO ☐ UNSURE

Are you Tax Exempt? ☒ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form? On File

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: Adrian Petway

Account Payable Contact Phone #: 937.376.6503

Account Payable Email: acctspayable@centralstate.edu

Payer Street Address: 1400 Brush Row Rd

City: Wilberforce

ST/PROV: OH

ZIP/PC: 45384

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☒ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address: 1400 Brush Row Rd

City: Wilberforce

ST/PROV: OH

ZIP/PC: 45384

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☒ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☒ YES ☐ NO If yes, please provide PO#

Non Title 3: NTE \$26,000
Title 3: NTE \$7,000

Will the same PO need to appear on each invoice? ☒ YES ☐ NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☒ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials:

Customer Initials:

FIRE PROTECTION PRICING (cont.): 10

Continued from page 1

[illegible]

LOCATIONS (cont.): 10

Continued from page 1

[illegible]

Cintas Representative Initials: _____ Customer Initials: _____

CENTRAL STATE UNIVERISTY ADDENDUM TO [] TERMS AND CONDITIONS

This Central State University Addendum to the Terms and Conditions ("Addendum") is attached and made a part of the Fire Protection Cooperative Acceptance Agreement ("Agreement") (attached hereto as Exhibit A) by and between the Central State University (the "College"), located at 1400 Brush Row Road, Wilberforce, Ohio 45382, and Cintas Corporation No. 2 ("Contractor" or "Vendor"). It is expressly understood and agreed that the terms of this Addendum shall take precedence over and supersede the Agreement and any attachments thereto.

The parties agree as follows:

1. Contract Defined. This Addendum, the OMNIA Vendor Agreement, and the Agreement hereby constitute the Contract.
2. Governing Law. This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

Any provisions requiring the College to participate in binding arbitration or mediation do not meet the requirements of state law and shall be considered stricken. Contractor will bear any costs related to non-binding mediation.

3. Effective Date. This Contract is in effect from the date of issuance of a purchase order, for a period of 12 months, unless the Contract is suspended or terminated prior to this date. College cannot agree to automatic renewals and any such provision in the Contract shall be considered stricken and of no effect. This Contract may be renewed upon satisfactory performance of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of the College. The College will issue a notice to Contractor if the College decides to renew this Contract. Contractor shall not obligate resources in anticipation of a renewal until notice is provided.
4. Compensation. Any changes to the total compensation under this Contract must be mutually agreed upon in writing by the parties and any discretionary unilateral changes to fees or penalties shall be considered stricken from the Contract. The College shall not reimburse Contractor for any travel or travel-related expense. Interest on any late payments as required by Section 126.30 of the Ohio Revised Code will be calculated using the Ohio Budget and Management Payment Calculator found here: <https://obm.ohio.gov/areas-of-interest/financial-support-services/resources/late-payment-calculator>.

After Contractor receives a purchase order, Contractor shall submit an invoice for the goods or services performed consistent with this Paragraph. All invoices shall contain Contractor's name and address, a detailed description of the goods or services purchased, shall reference the College and the College's address.

Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio and the College's Board of Trustees, or in the event that grant funds are

Commented [RJP1]: As provided in the Acceptance Agreement.

used, until such time that the College gives Contractor written notice that such funds have been made available to the College by the College's funding source.

It is the intention of the College to enter into this Contract for the full term of the Contract pursuant to Contractor's proposal. As the current General Assembly cannot commit a future General Assembly to expenditure, Contractor understands that the College's ability to complete the term is dependent upon obtaining additional funding from the Ohio State Legislature. To the extent the funds are not allocated for this Contract, the College may terminate this Contract without penalty.

5. Indemnification and Liability. Any provision in the Contract requiring College to indemnify, hold harmless, or pay attorney's fees to Contractor does not meet the requirements of State law and shall be considered stricken. The Contractor shall indemnify the College for all liability and expense arising out of the performance of this Contract, provided that such liability or expense is due to the negligence or willful misconduct of the Contractor, its employees, agents, or subcontractors. Each party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
6. Confidentiality. Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Contract without the prior written consent of the College.
 - (a) Public Records. It is understood by the parties that College is a public state university, created pursuant to R.C. Chapter 3345, and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq., and that any record kept by College that is deemed a public record is subject to release if a proper request is made. Contractor may identify in writing information shared with College that it considers to be confidential and exempt from disclosure under the Ohio Public Records Act (the "Identified Information"). If College receives any request for the disclosure of Identified Information, College shall promptly notify Contractor of such request so that Contractor may have the opportunity, within a reasonable period of time, to determine what information, if any, may be protected by applicable law, and to seek appropriate legal action, including injunctive relief, to prevent disclosure of the Identified Information.
 - (b) FERPA. Contractor understands that it may, pursuant to the Contract, generate or otherwise be in possession of confidential education records regarding the College's students, and that these records are protected by federal law including, inter alia, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. 1232g. Contractor further understands that it may not share or disclose these education records with any party other than the College, without both the College's and the relevant student's consent.
7. Taxes. Pursuant to Section 5739.02 of the Ohio Revised Code, College is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the College is exempt from use tax. College does not agree to pay any taxes on commodities, goods, or services acquired from Contractor. College can provide a tax-exempt certificate upon request.
8. Representation. The Ohio Attorney General shall be the attorney for the College and shall provide legal advice in all matters relating to its powers and duties. Any provision in the Contract that commits the College to legal representation besides the Ohio Attorney General shall be

considered stricken.

9. Subcontracting. All subcontracts shall be at the sole expense of the Contractor and Contractor will be solely responsible for payments of its subcontractors. Contractor assumes responsibility for all subcontracting and third-party work performed under this Contract. In addition, all Subcontractors agree to be bound by the same terms and conditions of this Contract.
 10. Suspension/Termination. College may suspend or terminate this Contract for its convenience after issuing written thirty (30) day notice to Contractor. The Contractor shall be entitled to the prorated price of any goods or services purchased under this Contract or portion of goods or service that the Contractor has delivered, and the College has accepted before termination.
 11. Intellectual Property Ownership; Feedback; Customer Data: College hereby grants to Contractor a non-exclusive, limited, revocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display aggregate data derived from customer data. College will not warrant that the licensed technology is free from the rights of third parties, infringes any patents, trademarks or copyrights owned by third parties, or make any representations or warranties as to the merchantability or fitness for a particular use of the technology.
 12. Compliance with Laws and Regulations. Contractor must comply throughout the duration of the Contract with all applicable federal, state, local laws while performing under this Contract.
- (a) By executing this Addendum, Contractor hereby affirms current and continued compliance with the following provisions:

Nondiscrimination of employment. Pursuant to R.C. 125.111(A) and the College's policy, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the services, if applicable. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Services, if applicable, on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

- (i) Conflicts of Interest. No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any of the services, if applicable shall, prior to the completion of the services, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the services, if applicable. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the College in writing. Thereafter, he or she shall not participate in any action affecting the services, if applicable,, unless the College shall determine in its sole discretion that, in

light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

- (ii) **Ethics Compliance.** Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
- (iii) **Qualifications to do Business.** Contractor affirms that it has all the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Contract Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the College in writing and will immediately cease performance of the services.
- (iv) **Finding for Recovery.** Contractor warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.
- (v) **Debarment.** Contractor represents and warrants that it is not debarred from consideration for contract awards by any governmental agency.
- (vi) **Offshore Services and Investments in Russian Institutions.** Contractor affirms to have read and understand Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the College reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver and for purchases or investments in a Russian institution or company in violation of the Executive Order. The College does not waive any other rights and remedies provided the College in this Contractor. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition.

https://dam.assets.ohio.gov/image/upload/procure.ohio.gov/pdf/EO2022-02D/04-Affirmation%20and%20Disclosure%20Form_3-4-22.pdf

During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

- (vii) **Boycotting.** Pursuant to R.C. 9.76(B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.
- (viii) **OPERS.** It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any

purpose, be considered agents, servants, or employees of the College or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement System benefits. Pursuant to R.C. 145.038, if Contractor is an individual or business entity with fewer than five employees, Contractor shall notify the College not later than thirty days after the work begins via the Non-Member Acknowledgement Form (“PEDACKN”) provided by the Ohio Public Employees Retirement System (“OPERS”), found here:

<https://www.opers.org/forms-archive/PEDACKN-Non-Member-Acknowledgment.pdf>

Contractor’s failure to complete and submit the PEDACKN to the Contractor within 30 days of the Work beginning shall serve as Contractor’s certification that Contractor is a “business entity” as that term is defined in R.C. 145.037.

- (ix) Ohio Retirement System Retirant. If Contractor is a PERS retirant, as such term is defined by R.C. 145.038, Contractor shall notify the College of such status in writing prior to the commencement of services and shall contact OPERS to ensure all obligations required by OPERS are met. College shall not be responsible for any changes to Contractor’s retirement benefits that may result from entering into this Contract.
- (x) Repayment. If the representations and warranties in this section are found to be false, this Contract is void ab initio and Contractor shall immediately repay to the College any funds paid under this Contract.

13. General Warranty. Contractor warrants that:

- (a) Contractor has the right to enter into this Contract.
- (b) Contractor has not entered into any contracts or employment relationships that restrict Contractor’s ability to perform under this Contract.
- (c) Goods or services delivered under this Contract comply with all governmental, environmental, and safety standards.
- (d) (1) Contractor has the right to grant the license purchased by the College, (2) Contractor has all necessary licenses and permissions to sell the products to the College and the College may use the products for business purposes, (3) in the event the Contractor is not the provider of the product, the License Provider’s terms apply to the Contract, and (4) in case of any conflict between the terms of this Contract and License Provider’s terms, the terms of this Contract shall control.
- (e) [Intentionally Omitted]
- (f) The recommendations, guidance, and performance of Contractor under this Contract shall be in accordance with the industry’s professional standards and the requirements of this Contract without material defect.

14. Severability. To the extent that any term or provision of the Contract or any other applicable terms and conditions, is considered *void ab initio*, or is otherwise unenforceable against College

pursuant to applicable Ohio state law, then such term or provision shall be struck and the remaining language shall remain in full force and effect.

15. Amendments. No change to any provision of the Contract will be effective unless it is in writing and signed by the parties to this Contract. Unless specifically provided otherwise in this Contract or agreed to in writing by parties, no terms or conditions included on Contractor's quote or ordering document will be valid or enforceable against the College and are specifically excluded from this Contract. No "click-through," "shrink-wrap," "browse-wrap," unilateral fee increases, or other terms that have not been specifically negotiated by the Contractor and the College, whether before, on, or after the date of this Contract, will be effective to add or modify the terms of this Contract, regardless of any party's "acceptance" of those terms by electronic means. No College employee has the authority to modify, amend, or supplement this Contract through electronic means.
16. Addendum Controlling. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, the Addendum is controlling.

(signature page on next page)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Addendum as of the date first set forth above.

[]

By: _____

Name: _____

Title: _____

Date: _____

CENTRAL STATE UNIVERSITY

By:  _____
Adrian Petway (Mar 18, 2026 11:27:05 EDT)

Name: _____

Title: _____

Date: _____

ATTACHMENT F



Feature Information

Property Info

Building Info

Deed Info

PARCEL ID: [M36-0002-0029-0-0017-00](#)

OWNER(S): STATE OF OHIO

PROPERTY ADDR: STEVENSON RD
WILBERFORCE OH 45384

MAILING ADDR: BOX 187
WILBERFORCE OH 45384

LEGAL DESC: 548-2567 US 42 AT STEVENSON RD

CLASS: EXEMPTION

LAND USE: 610

ACRES: 257.5000

APPRAISED LAND: \$2,451,400.00

APPRAISED BLDG: \$0.00

APPRAISED TOTAL: \$2,451,400.00

ASSESSED TOTAL: \$857,990.00

TOTAL TAXES: \$0.00

TAXES OWED: \$0.00

DELINQUENT TAXES: \$0.00

SALE DATE: UNKNOWN

SALE PRICE: \$0.00

DEED REFERENCE: -

SUBDIVISION: N/A

PLAT CAB/PG: [N/A](#)

PLAT BOOK/PG: N/A

SURVEY RECORD: N/A

NEIGHBORHOOD: 00137000

ZONING: N/A

DISTRICT: XENIA TWP XENIA CSD

PROPERTY CARD: [VIEW CARD](#)

TRIENNIAL: [2023 PROPERTY REPORT](#)

PHOTO: 





Public Access System (PAS)
Geographic Information Management System

GIS Data Hub

Contact Us

Help

About

ArcGIS Login



Feature Information

Property Info Building Info Deed Info

PARCEL ID: [M36-0002-0029-0-0018-00](#)
OWNER(S): STATE OF OHIO
PROPERTY ADDR: STEVENSON RD
MAILING ADDR: NOT ON FILE
LEGAL DESC: 548-2567 US 42 AT STEVENSON RD
CLASS: EXEMPTION
LAND USE: 610
ACRES: 0.8200
APPRAISED LAND: \$7,810.00
APPRAISED BLDG: \$0.00
APPRAISED TOTAL: \$7,810.00
ASSESSED TOTAL: \$2,730.00
TOTAL TAXES: \$0.00
TAXES OWED: \$0.00
DELINQUENT TAXES: \$0.00
SALE DATE: UNKNOWN
SALE PRICE: \$0.00
DEED REFERENCE: -
SUBDIVISION: N/A
PLAT CAB/PG: [N/A](#)
PLAT BOOK/PG: N/A
SURVEY RECORD: N/A
NEIGHBORHOOD: 00137000
ZONING: N/A
DISTRICT: XENIA TWP XENIA CSD
PROPERTY CARD: [VIEW CARD](#)
TRIENNIAL: [2023 PROPERTY REPORT](#)
PHOTO:

NO
IMAGE
AVAILABLE



1 in. = 394'

1,576,867.872 626,186.577 Feet

Tables



SHERIDANS LLC

CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into at (City) CEDARVILLE, Ohio, this 15th day of JULY, 2026, by and between (Seller): CENTRAL STATE UNIVERSITY, THE STATE OF OHIO, hereinafter called "the Seller," and:

NAME MARTIN LAND COMPANY INC
 ADDRESS PO Box 15
 CITY/ST/ZIP JEFFERSONVILLE, OH 43128
 PHONE (937) 313.1734
 E-MAIL DMARTIN@BLUEGRASSFARMSOHIO.COM

hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale and sold at Timed Online Auction through **SHERIDANS LLC**, Cedarville, Ohio, (Broker) the following described premises (check all that apply):

Tract	Location	Parent Parcel ID	Taxing District	Acreage
<u>X</u> 1:	US ROUTE 42	M36-2-29-17	XENIA TWP (XCS)	212.166
<u>X</u> 2:	STEVENSON RD	M36-2-29-17	XENIA TWP (XCS)	49.794

together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the Purchaser has this day bid in at Auction and has purchased all of said property for the sum of \$ 5,900,000.

1. **PRICE:** That Purchaser agrees to pay the total sum of \$ 5,900,000 as follows:

- \$ 295,000 as down payment, the receipt of which is hereby acknowledged by the Seller;
- \$ 5,605,000 (THE BALANCE DUE) on delivery of deed.

2. **EARNEST MONEY:** Upon presentation of this offer, Purchaser shall deliver to **SHERIDANS LLC**, the sum of \$ 295,000 as earnest money. The Earnest Money shall be deposited in a trust account pending the final settlement and conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"). If written acknowledgement of Earnest Money is not provided within the stated period, then Seller, at any time after the stated period, but prior to receiving the written acknowledgement of deposit, and by Seller's sole option, may, by written notice to selling REALTOR® or Buyer, terminate this Contract. If this Contract terminates for any reason, the Earnest Money will NOT be automatically disbursed to any party. Any disbursement of the Earnest Money shall be in compliance with Ohio R.C. 4735.24, which includes the following stipulations: The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between Seller and Buyer regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to Buyer with no further notice to Seller. Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money. Buyer and Seller acknowledge that loss of the Earnest Money may not be a party's sole remedy for failure to perform on the Contract.

Seller

Purchaser

2. **DEED:** Seller shall furnish a transferable and recordable **GOVERNOR'S** deed conveying to Purchaser, or nominee, a marketable title to the Property. The Conveyance shall be subject to (a) legal highways and public rights-of-way; (b) any mortgage assumed by Purchaser, (c) all installments of taxes and assessments becoming due and after the closing; (d) rights of tenants in possession; (e) zoning, building and other laws, ordinances, restrictions, and regulations; and (f) leases, licenses, easements, covenants, conditions, reservations, permits, memoranda of understanding, agreements, and restrictions of record. The cost of any title examination and title insurance shall be borne by Purchaser.

Deed to be made to: TBD

3. **REAL ESTATE TAXES:** Real estate taxes will be prorated to the date of the delivery of the deed (long proration method). Purchaser(s) will pay for any Current Agricultural Use Valuation (CAUV) recoupment fees due to a Purchaser-induced change in land use, if applicable.
4. **AS IS:** Seller and Purchaser acknowledge that Purchaser has bid on the property at Auction and is entering into this contract based on the property's current "AS IS" condition with no financing or any other purchaser contingencies, and that Seller makes no warranties, expressed nor implied, about the property other than what has been stated in marketing information provided by Seller through the date of the Auction.
5. **CLOSING:** Closing will occur on or before 45 calendar days from approval of the purchase contract by the State of Ohio Controlling Board. Purchaser will pay customary portion of closing costs at closing. Closing will be conducted by HOME SITE TITLE AGENCY, XENIA, OH, unless mutually agreed in writing by Seller and Purchaser.
6. **LAND LEASE:** The tillable land for both tracts is leased for the 2026 calendar year. Lease payments of **\$49,970** will be prorated to the date of the transaction's(s') closing(s).
7. **CASH RENT PRORATION:** Cash rent of \$49,970 for 2026 will be prorated to the date of the Closing(s) based on a six-month (May 1- October 31) convention.
8. **POSSESSION:** Date of closing subject to tenant's right to harvest 2026 cash grain crop.
9. **NEW SURVEY:** Both tracts will convey based on new surveys approved by the Greene County GIS department.
10. **OTHER:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed except
10. **BINDING ARBITRATION:** The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim, or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Greene County, Ohio, unless otherwise mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own cost and expenses and an equal share of the third arbitrator's expenses and the administrative fees of arbitration.
11. **LICENSING:** Broker and Auction Co. are licensed by the Division of Real Estate and Professional Licensing, Dept. of Commerce and are bonded in favor of the State of Ohio.

IN WITNESS WHEREOF, the parties hereunto set their hands this 15th day of JULY 2026.

Seller: _____

Purchaser: Martin Land B

By Dwayne M. P.

We acknowledge the receipt and escrow holding of \$ _____ as indicated in items 1 and 2 above.

SHERIDANS LLC

By: Beth Fisher, Member

AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: INTERSECTION OF US 42 AND STEVENSON RD, XENIA TWP, GREENE COUNTY

Buyer(s): MARTIN LAND COMPANY, INC

Seller(s): BOARD OF TRUSTEES, CENTRAL STATE UNIVERSITY

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____
represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and
Agent(s) _____ work(s) for the seller. Unless personally
involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this
form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential
information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____
and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained
on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties'
confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction
has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) BART K. SHERIDAN and real estate brokerage SHERIDANS LLC will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of
this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential
information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a
personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- ☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to
represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I
(we) acknowledge reading the information regarding dual agency explained on the back of this form.

Bart Sheridan
BUYER/TENANT

7/15/26
DATE

SELLER/LANDLORD

DATE

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:



Ohio Department of Commerce
Division of Real Estate & Professional Licensing
6606 Tussing Rd
PO Box 4008
Reynoldsburg, OH 43068
(614) 466-4100



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

(Effective 10/24/2024)



We are pleased you have selected **SHERIDANS** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **SHERIDANS** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Representing the Sellers: Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may also offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers: When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction. All buyers working with an agent must sign a written agency agreement prior to any of the following: touring of, or making an offer for, any residential property, or signing a residential lease of 18 months or longer. This agreement must include expiration dates, fair housing information, relationship exclusivity, and terms of compensation, as well as a conspicuous statement that broker fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.

Dual Agency: Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller: On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of both parties.

Working With SHERIDANS: **SHERIDANS** does represent both buyers and sellers. When **SHERIDANS** lists property for sale, all agents in the brokerage represent the seller. Likewise, when a buyer is represented by a **SHERIDANS** agent, all of the agents represent that buyer. Therefore, when a buyer represented by a **SHERIDANS** agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.

In the event that both the buyer and seller are represented by **SHERIDANS** agents, these agents and **SHERIDANS** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **SHERIDANS** has listed. In that instance, **SHERIDANS** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages: **SHERIDANS** does offer representation to both buyers and sellers. When **SHERIDANS** lists property for sale, it may elect to cooperate with, and offer compensation to, other brokerages that represent buyers. **SHERIDANS** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **SHERIDANS** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be looking out for the buyer and **SHERIDANS** will be representing your interests.

When acting as a buyer's agent, **SHERIDANS** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

Blockbusting is illegal and defined as, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Printed Name

Printed Name

David W. Martin

David W. Martin



ATTACHMENT G

Adobe Sales Order

Customer CENTRAL STATE UNIVERSITY
 Deal Registration ID DR4342966
 Currency USD

Adobe Inc.

Products and Services Pricing Detail:

Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services terminate on the identified License Term End Date.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
01	65272758	Acrobat Sign for enterprise EDU Tier 2	Advance Annually - In	425.00	Enterprise-Wide	19 July 2026	18 July 2029	39.25	50,043.75

01 Acrobat Sign for enterprise EDU Tier 2:
 The dates set forth in the pricing table represent the best estimates of the License Term Start Date and License Term End Date but such dates will be adjusted based on the actual delivery date of login credentials to access the Products and Services. During each 12-month license period, each licensed user is permitted to send up to 150 Transactions. Transactions for a given customer account are aggregated among all licensed users, and do not carry over from one 12-month license period to the next.

Creative Cloud, Document Cloud and Software

Except for perpetual licenses, the License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the identified end date. The dates below only represent best estimates of the start and end dates of the License Term.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
02	30013608	Acrobat Studio Faculty and Staff	Advance Annually - In	305.00	Each USER Per Year	19 July 2026	18 July 2029	43.75	40,031.25
03	30012218	CC All Apps Pro Plus EDU-HED Fac/Staff	Advance Annually - In	120.00	Each USER Per Year	19 July 2026	18 July 2029	115.63	41,626.80
04	30012219	CC All Apps Pro Plus EDU-HED Student	Advance Annually - In	60.00	Each USER Per Year	19 July 2026	18 July 2029	115.63	20,813.40

02 Acrobat Studio Faculty and Staff:
 This product includes both Creative Cloud and Doc Cloud On-premise Software and access to On-demand Services. It does not include any Adobe Acrobat Sign entitlements, features, or capabilities, all of which require separate purchase. This product includes access to generative AI On-demand Services. Adobe reserves the right to throttle requests to AI Assistant for actual or suspected abuse.

For Users provisioned under this SKU, the terms described in <https://www.adobe.com/go/firefly-supplemental-coverage-pslt> also apply to access to Acrobat Studio under this SKU.

The License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the sum of months comprising the identified License Term or the identified end date. The dates above only represent best estimates of the start and end dates of the License Term.

03

CC All Apps Pro Plus EDU-HED Fac/Staff:

This product includes Creative Cloud On-premise Software, Acrobat Pro, access to Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Faculty Members and Staff Members are "Users" as defined in the Agreement.

During the License Term, Users are entitled to license an unlimited number of the individual Stock Asset files made available by Adobe in this plan. Adobe will make Stock Assets of the types described in the Stock Product Description (as defined in the Adobe Stock PSLT) available for license under this plan. The Stock Assets licensed under this Sales Order are delivered under the special terms for Unmetered Plans in the Adobe Stock PSLT. Notwithstanding the PSLT, Stock Assets licensed under this Sales Order are licensed under an Education License and not under the Works Extended License. "Education License" means, for Faculty Members and Staff Members, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Stock Assets that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Faculty Members and Staff Members to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Stock Assets, in all media, for: (a) advertising, marketing, promotional, and decoration purposes related solely to the Enterprise; and (b) professional and academic activities related solely to the Enterprise, and not for any other purpose. For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, and digital productions that display or incorporate the Stock Assets solely for the benefit of the Enterprise.

This product also includes access to generative AI On-demand Services. Adobe reserves the right to throttle requests to AI Assistant for actual or suspected abuse.

04

CC All Apps Pro Plus EDU-HED Student:

This product includes Creative Cloud On-premise Software, Acrobat Pro, access to Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Students are "Users" as defined in the Agreement.

During the License Term, Users are entitled to license an unlimited number of the individual Stock Asset files made available by Adobe in this plan. Adobe will make Stock Assets of the types described in the Stock Product Description (as defined in the Adobe Stock PSLT) available for license under this plan. The Stock Assets licensed under this Sales Order are delivered under the special terms for Unmetered Plans in the Adobe Stock PSLT. Notwithstanding the PSLT, Pro Images in this product are licensed under an Education License and not under the Works Extended License. "Education License" means, for Students, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Stock Assets that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Students to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Stock Assets, in all media, solely in connection with Enterprise-approved Student activities, and not for any other purpose. Enterprise-approved Student activities include, for example, activities related to Student coursework at the Enterprise.

This product also includes access to generative AI On-demand Services. Adobe reserves the right to throttle requests to AI Assistant for actual or suspected abuse.

Summary of Fees

	North America
Year One Fees	50,838.40
Year Two Fees	50,838.40
Year Three Fees	50,838.40
TOTAL	152,515.20

Sales Order Terms

1. All Products and Services are provided under the terms of this Sales Order and the version of the Adobe Enterprise Licensing Terms as of the date Customer executes this Sales Order and available here: <http://www.adobe.com/legal/terms/enterprise-licensing.html>, including the General Terms and the applicable Product Specific Licensing Terms (collectively, the “Agreement”).
2. Support Services are described at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>.
3. **Russia and Belarus:** Notwithstanding anything to the contrary, use of the Products and Services in Russia and Belarus is prohibited.
4. Customer agrees to purchase the Products and Services set out in the Products and Services Pricing Detail section. All pricing and discounts described in this Sales Order are contingent upon Customer’s execution and return of this Sales Order no later than 17 July 2026 (unless countersigned by Adobe).
5. The following capitalized terms are defined as follows:
 - (A) “Enterprise” means the entirety of Customer’s organization, including its Affiliates that meet the education eligibility criteria for Adobe’s education programs described at <https://helpx.adobe.com/enterprise/using/primary-and-secondary-institution-eligibility-guidelines.html> (for primary or secondary educational institutions) or <https://helpx.adobe.com/x-productkb/policy-pricing/education-faq.html> (for postsecondary educational institutions), but excludes any divested entities. Further, “Enterprise” specifically excludes Customer’s organization and operations within certain nations that have service or functionality limitations as identified in the applicable PSLT.
 - (B) “FTE” means the number of full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2).
 - (C) “Faculty Member” means a then-current employee or independent contractor of the Enterprise whose primary job duties consist of providing educational instruction to students.
 - (D) “Staff Member” means a then-current employee or independent contractor of the Enterprise that provides administrative support to the Enterprise’s educational operations.
 - (E) “Student” means an individual enrolled part-time or full-time in a degree-granting program or an academic course of study conducted by Enterprise. A Student will be deemed a “User” under the General Terms.
6. For those Products and Services identified as being licensed on an “Enterprise-Wide” basis in the Products and Services Pricing Details, Customer may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members without the need for a unique log-in identifier; Customer represents and warrants that as of the Effective Date, (i) its current FTE Count is 425 ; (ii) a non-binding estimate of Computers located in computer labs and classrooms on which Customer intends to install the Products and Services is ; and (iii) a non-binding estimate of Faculty Members and Staff Members that Customer intends to authorize as Users of the Products and Services is . If Customer’s FTE Count increases by 5% or more from the last established FTE Count (“Growth Event”), then Customer must notify Adobe in writing within 14 days. Adobe will invoice Customer for the additional license fees based on the unit price of the Products and Services set forth in the Products and Services Pricing Detail and pro-rated through the end of the then current License Term.
7. (A) Deployment. Customer may Deploy the quantity of Products and Services in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. “Deploy” means to make a license available for Products and Services to a User or Computer, as applicable, regardless of whether the license was accessed by a User or not. If an individual ceases to be an employee or contractor of Customer during the License Term or no longer needs to use a Product or Service, and Customer de-installs the Product or Service from the Computer of that employee or contractor, a different employee or contractor may then use a new unique

identifier without being deemed an additional User.

Faculty Staff and Contractors. For use by Faculty, Staff, and contractors, if an individual ceases to be an employee or contractor of Customer during the License Term or no longer needs to use a Product or Service, and Customer de-installs the Product or Service from the Computer of that employee or contractor, a different employee or contractor may then use a new unique identifier without being deemed an additional User.

Students. For use by Students, a Student may use the Products and Services on one non-Enterprise owned Computer, which may be accessed by such individual using a unique log-in identifier. If an individual ceases to be a Student during the License Term, such individual must de-install its copy of the Products and Services and cease usage.

(B) Annual True-Up Report. Using the form found at www.adobe.com/go/trueup, Customer must report any Annual Average Over-Deployment Count (defined below) for the Products and Services. During the License Term, Customer must send the report to Adobe not later than 14 days before each anniversary of the License Term Start Date, including for Deployments added during the last year of the License Term.

(C) Calculating Annual Average Over-Deployment Count. For each Month during the License Term, Customer will track Deployment in excess of the purchased quantity ("Baseline"), including the highest total number of licenses over-Deployed on any given day during the Month (the "Monthly High-Water Mark"), if any. "Month" means a calendar monthly period commencing upon the applicable License Term Start Date (e.g., January 15 through February 14, February 15 through March 14, etc.); note, Months may vary in actual number of calendar days. "Annual Average Over-Deployment Count" means a license count calculated by (i) summing up the Monthly High-Water Mark for each of the 12 Months of the applicable annual term (the Monthly High-Water Mark of the 12th Month is determined as the equivalent of the Monthly High-Water Mark of the 11th Month), and (ii) dividing the sum by 12.

(D) True-Up Fees. Customer will be billed in arrears 100% of the true-up fees for each Annual Average Over-Deployment Count identified in the true-up report, payable according to the payment terms in the Sales Order. For subsequent annual periods remaining under the License Term, the Baseline will be increased to reflect any Annual Average Over-Deployment Count reported in the previous 12 Months and the Customer will be billed for the increase in Baseline license count at the true-up fees rate. True-up fees for the purchase of additional licenses will be:

Adobe Products and Services	Unit Price
Acrobat Studio Faculty and Staff	43.75
CC All Apps Pro Plus EDU-HED Fac/Staff	115.63
CC All Apps Pro Plus EDU-HED Student	115.63

8. Student Offerings. This section governs any offering of Adobe Products and Services licensed hereunder and deployed for use by primary and secondary ("K-12") or postsecondary education ("HED") Students ("Offering") using Enterprise IDs or Federated IDs.

8.1 Student Data Terms. The parties hereby agree that the K-12 (Primary and Secondary) and Higher Education Product Specific Terms for Student Data located at <https://www.adobe.com/go/primary-secondary-terms> ("Student Data Terms") shall govern the privacy of "Student Data" (as defined in the Student Data Terms) provided to Adobe during the use and deployment of the Offering when deployed using Enterprise IDs or Federated IDs and the Student Data Terms are hereby incorporated by reference. For the avoidance of doubt, for the sole purpose of the definition of Confidential Information (as defined in the General Terms), Student Data (as defined in the Student Data Terms) shall be treated as a separate category of Customer Data that is subject to the Student Data Terms. As applicable, the Student Data Terms shall either (a) be included in the definition of "Data Processing Addendum" (or "Data Protection Terms", as applicable) under the General Terms or (b) otherwise subject to the maximum aggregate liability cap for all Claims as detailed in the General Terms.

(A) The parties agree to delete the second paragraph of the Student Data Terms, which commences with "These Student Data Terms are incorporated by reference..." and replace it in its entirety with the following:

"These Student Data Terms, the Adobe Enterprise Licensing Terms (including the General Terms and the applicable Product Specific Licensing Terms), and the applicable Sales Order are collectively referred to herein as the **"Terms."** To the extent the provisions in these Student Data Terms conflict with the other provisions of the Adobe Enterprise Licensing Terms or the Adobe Privacy Policy (located at <https://www.adobe.com/privacy/policy.html>), these Student Data Terms will govern with respect to Student Data. Capitalized terms not defined herein have the meanings ascribed to them in the General Terms."

(B) The parties agree to delete Section 1.1 of the Student Data Terms and replace it as follows:

"'Adobe' shall have the same meaning ascribed in the General Terms."

(C) The parties agree to delete the words "Adobe Software and/or Services" at the end of Section 1.6 of the Student Data Terms and replace them with "intellectual property rights in the Adobe Technology."

(D) The parties agree that a "Customer" as defined in Section 1.2 of the Student Data Terms shall also include the Enterprise for purposes of the interpretation of the Student Data Terms (except with respect to Section 10.2 of the Student Data Terms).

8.2 **Deployment of the Offering:** Enterprise IDs or Federated IDs Only. Customer may only order the Offering on behalf of School(s) (as defined in the Student Data Terms) and must deploy the Offering using Enterprise IDs or Federated IDs. Use of Enterprise IDs or Federated IDs is essential for Adobe to meet its Student privacy commitments under the Student Data Terms. Any deployment of an individual Adobe ID to a User (as defined in the Student Data Terms) nullifies any commitment Adobe makes regarding the use and protection of Student Data, and Customer must defend and indemnify Adobe for any privacy or other claims related to Customer's (or Enterprise's or School's) license deployment using an individual Adobe ID for the Services. More information about ID types is available at <https://helpx.adobe.com/enterprise/using/edu-deployment-guide.html>.

8.3 **Responsibility for Consent and Notices.** Customer agrees to provide (or cause to be provided) appropriate notices and disclosures to Students and, as applicable, their parents or guardians regarding the Student's use of the Products and Services, this Agreement, the Adobe privacy policies, including Adobe's COPPA Direct Notice for Adobe Student Services at: <https://www.adobe.com/content/dam/cc/en/legal/documents/COPPA-Notice.pdf>, and any additional notices as required by applicable laws. Customer agrees to obtain (or cause to be obtained) any consents required from parents or guardians of Students under the age of 13 required under the Children's Online Privacy Protection Act ("COPPA") in connection with the Products and Services and collection of Student Data by Adobe. Customer represents and warrants (on behalf of itself and the Enterprise) to Adobe that, prior to providing Student Data to Adobe, the Customer has either obtained (or caused to be obtained) all necessary parent or guardian consents or it (and its Enterprise) has complied and will comply with all applicable requirements of an exemption from or exception to parental consent requirements.

9. Customer Commitments.

9.1 **Communication.** Customer agrees to send written communications to inform the Users (including Students, Faculty Members, and Staff Members, as applicable) of their access to the Adobe Products and Services and where to access the tools for use. Customer shall send the written communications to the Users at the beginning of each semester, trimester, or quarter, depending on how the Customer divides up the academic year. For example, if the Customer's academic year is on a quarterly basis, then the Customer shall send the written communications at the beginning of each quarter. For purposes of this section, written communications can be, for example, through newsletters, texts, or emails directly to Students, Faculty Members or Staff Members.

9.2 **Deployment.** Customer agrees to Deploy all the per-User licenses for Adobe Products and Services specified within the Products and Services Pricing Detail. "Deploy" means to provide a license for Products and Services to User.

By signing below, each Party acknowledges that it has carefully read and fully understands this Agreement and each agrees to be bound by this Agreement. This Agreement becomes effective upon the date of last signature (the

"Effective Date"). The individuals signing this Agreement represent that they have the authority to bind the respective Parties to the terms of this Agreement.

Adobe Inc. (ADUS)

345 Park Avenue, San Jose CA 95110, United States

CENTRAL STATE UNIVERSITY1400 BRUSH ROW RD,
WILBERFORCE, Ohio 45384-5800 United States

Authorized Signature

Print Name

Title

Date


 Morakinyo Kuti (Jul 15, 2026 15:20:47 EDT)

Authorized Signature

Morakinyo Kuti

Print Name

President

Title

Jul 15, 2026

Date

Purchase Order Number :

ECC ID Number: 0001534968

North America

End User : 0001534968	Bill-To: 0001534968	Deploy-To :
CENTRAL STATE UNIVERSITY 1400 BRUSH ROW RD WILBERFORCE, Ohio, 45384-5800 United States	CENTRAL STATE UNIVERSITY 1400 BRUSH ROW RD WILBERFORCE, Ohio, 45384-5800 , United States	CENTRAL STATE UNIVERSITY 1400 BRUSH ROW RD WILBERFORCE, Ohio, 45384-5800 UNITED STATES
	Invoicing Contact Name: Contact Email: acctspayable@centralstate.edu;anickl es@centralstate.edu;mits- billing@centralstate.edu;	Customer Admin Name: Ken Henault Contact Email: khenault@centralstate.edu

Instructions for Signed Agreements:

<http://www.images.adobe.com/content/dam/acom/en/legal/terms/enterprise/pdfs/Instruction-for-Adobe-SignedAgreements-EN.pdf>

ADDENDUM TO CONTRACT NUMBER 01191878 DATED JULY 19, 2026 THROUGH JULY 18, 2029 ("CONTRACT")

BY AND BETWEEN ADOBE INC. ("VENDOR") AND CENTRAL STATE UNIVERSITY ("UNIVERSITY")

This addendum is intended to amend the general terms referenced herein at

<http://www.adobe.com/legal/terms/enterprise-licensing.html> .

Indemnity. As a public institution, Central State University is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, and specifically in lieu of any obligation set forth in this Contract to indemnify, defend, hold harmless or pay costs and fees of any party, Central State University agrees to be liable for the acts and omissions of its officers, employees, and agents engaged in the scope of their employment arising under this Contract and further agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from such acts or omissions.

Governing Law. This Contract shall be governed by and in accordance with the laws of the State of Ohio. Any legal action pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio. Vendor understands that UNIVERSITY is an instrumentality of the State of Ohio and as such is subject to certain laws, restrictions, codes and operating procedures.

ETLA for Central State University_01191878.0_Final_7_14_2026 (1) - Adobe Inc

Final Audit Report

2026-07-15

Created:	2026-07-15
By:	Elizabeth Nash (enash@centralstate.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9BVQcfgN38HO9fFnLyjazT5kvhFeYt8p

"ETLA for Central State University_01191878.0_Final_7_14_2026 (1) - Adobe Inc" History

 Document created by Elizabeth Nash (enash@centralstate.edu)

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 Document signing automatically delegated to Arlene Nicholas-Phillips (anicholasphillips@centralstate.edu) by Morakinyo Kuti (mkuti@centralstate.edu)

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 Email viewed by Arlene Nicholas-Phillips (anicholasphillips@centralstate.edu)

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 Document e-signed by Morakinyo Kuti (mkuti@centralstate.edu)

Signature Date: 2026-07-15 - 7:20:47 PM GMT - Time Source: server- IP address: 144.50.20.1 - Signature Appearance Selected: DRAW

 Agreement completed.

2026-07-15 - 7:20:47 PM GMT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Board of County Commissioners of Montgomery County, Ohio, hereinafter referred to as Montgomery County, and Central State University.

WHEREAS, the purpose of this MOU is to document the partnership between Montgomery County and Central State University to promote United States Department of Agriculture, National Institute of Agriculture projects, initiatives, and collaborations that focus on Developing and Infusing Emergent Technologies in Ohio, Enhancing Food, Nutrition and Health Systems, Securing Natural Resources and Environmental Systems, and Sustaining Plant and Animal Systems.

WHEREAS, the Montgomery County and Central State University CSU Land Grant Partnership document, attached, was approved by Central State University on xxx.

WHEREAS, the term of this MOU shall be from August 1, 2026 through September 30, 2028.

REMAINDER OF PAGE INTENTIONALLY BLANK

**Memorandum of Understanding between Montgomery County and Central State University –
CSU Land Grant Partnership**

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2026.

Signed and acknowledged in the
presence of:

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO (Board)

Witness

By: _____
Carolyn Rice, Commission President

Witness

By: _____
Judy Dodge, Commissioner

Witness

By: _____
Mary A. McDonald Commissioner

OR

Witness

By: _____
Michael B. Colbert, County Administrator

By: _____
Matt Hilliard, Environmental Services Director

By: _____
Chris Williams, Assistant County Administrator

CENTRAL STATE UNIVERSITY

Witness

By:(Sign)_____

(Print) _____

TITLE: _____

**APPROVED AS TO FORM;
MATHIAS H. HECK, JR.,
PROSECUTING ATTORNEY**

**BY: _____
Assistant Prosecuting Attorney
DATE: _____**

**MEMORANDUM OF UNDERSTANDING
MONTGOMERY COUNTY AND CENTRAL STATE UNIVERSITY
CSU LAND GRANT PARTNERSHIP**

August 1, 2026 through September 30, 2028

Project History

Following the passage of the 2014 Farm Bill, Central State University (CSU) was designated as an 1890 land-grant institution. Through the USDA's National Institute of Food and Agriculture (NIFA) 1890 Land-Grant Program, CSU partners with state and local organizations to advance research in agriculture, food systems, and related sciences.

Building on this designation, Montgomery County and CSU are collaborating to model sanitary sewer collection systems to better manage rainfall-dependent infiltration and inflow within the study sewersheds. This effort supports the analysis and reduction of nutrient loading to the Great Miami River watershed—serving more than 250,000 residents in southwest Ohio—while also exploring opportunities for the beneficial reuse of nutrient-rich water in agricultural applications.

Project Overview

This project is a collaborative effort between MCES and CSU to enhance data-driven management of Montgomery County's collection system while supporting the university's land-grant mission. It integrates applied research with workforce development to strengthen both agricultural and wastewater system management, while preparing students for careers in agriculture, environmental science, and engineering. CSU students will gain hands-on experience in flow monitoring, sampling, laboratory analysis, and data interpretation under the guidance of MCES technical staff, who will lead project execution and provide mentorship.

Scope of Work

The following scope of work outlines the roles, responsibilities, and activities required to support the successful execution of this project. It defines the contributions of CSU students, CSU technical staff, MCES technical staff, administrative personnel, and supporting partners, while establishing a framework for fieldwork, data collection, analysis, and overall project coordination. Together, these efforts ensure the development of high-quality data and meaningful outcomes aligned with the project's objectives.

The scope of work is organized into the following sections:

- Scope of Work: CSU Student
- Scope of Work: CSU Investigator
- Scope of Work: MCES Technical Staff
- Scope of Work: MCES Administrative Staff
- Scope of Work: Crown Personnel Services, Inc.
- Scope of Work: Stantec Consulting Services, Inc.
- Project Budget
- Budget Explanation
- Project Timeline
- Project Deliverables

Scope of Work: CSU Student

CSU students will support project delivery through the following key activities:

- Analyze collection system data using GIS tools.
- Assist with installation and maintenance of flow monitoring equipment.
- Download and evaluate flow data to assess performance and identify trends.
- Collect samples and support laboratory analysis.
- Perform lab support tasks, including preparation, documentation, and QA/QC.
- Shadow operators to learn wastewater treatment processes.
- Compile and analyze field and lab data, including RDII and nutrient trends.
- Support data analysis and reporting using tools such as Excel.

Detailed descriptions of the tasks outlined above are provided below.

Geographic Information System (GIS) Work (Field and Office)

Students will analyze and interpret collection system mapping data. Using the MCES GIS database, they will perform spatial data visualization, network analysis, and system mapping. This work will strengthen their technical proficiency in GIS while supporting accurate system representation for analysis.

Equipment Setup and Maintenance (Field and Office)

Students will observe the installation and maintenance of flow monitoring equipment. They will monitor meter performance to identify potential equipment issues or maintenance needs. This experience will build practical field skills while ensuring reliable data collection.

Flow Monitoring (Field and Office)

Students will download and analyze time-series flow data from the ADS PRISM platform, identifying trends, anomalies, and key performance metrics. This work will enhance data analysis skills while contributing to a better understanding of system behavior.

Nutrient Sampling and Analysis (Field and Laboratory)

Students will collect samples within the designated study area and analyze them using established field and laboratory methods. They will perform sample preparation, preservation, documentation, and QA/QC procedures. This combined effort will provide hands-on experience in both field sampling and laboratory analysis while generating critical data for nutrient loading and water quality analysis.

Water Reclamation Facility Work (Field Work)

Students will shadow operators at MCES' Water Reclamation Facilities to observe wastewater treatment processes, including primary, secondary, and tertiary stages. They may also assist with process sampling and monitoring activities. This experience will connect academic knowledge to real-world operations.

Data Collection, Synthesis, and Analysis (Field and Office)

Students will compile, organize, and interpret data to assess collection system performance. This includes evaluating rainfall-dependent infiltration and inflow (RDII) and analyzing nutrient trends using data from MCES' Water Reclamation Facilities. Using tools such as Microsoft Excel, students will support system diagnostics and contribute to data-driven decision-making.

Scope of Work: CSU Investigator

CSU Investigators will support project delivery through the following key activities:

- Collaborate closely with MCES staff and CSU students to achieve project objectives.
- Participate in flow monitoring and data collection efforts.
- Support data analysis and interpretation.
- Provide mentorship and guidance to CSU students throughout the project.
- Contribute expertise in integrated water resources management.
- Utilize data provided by MCES (e.g., ADS data access and other sources) to support project execution.

Scope of Work: MCES Technical Staff

MCES technical staff will support project delivery through the following key activities:

- Develop a flow monitoring and sampling plan to support project goals.
- Manage project execution, coordination, and daily activities.
- Oversee installation and operation of monitoring equipment.
- Support data collection, system performance evaluation, and nutrient analysis.
- Supervise and mentor students across field, lab, and analytical tasks.
- Provide technical expertise in GIS, lab, and field work.
- Contribute to system analysis and project deliverables.

Detailed descriptions of the tasks outlined above are provided below.

Project Planning and Development

MCES technical staff will coordinate with CSU technical staff and applicable vendors to develop a comprehensive flow monitoring and nutrient sampling plan to support project objectives. This will include identifying monitoring locations, defining sampling protocols, and establishing data quality requirements. This approach ensures that the plan supports the collection of accurate, high-quality data for system analysis and nutrient loading evaluation.

Project Management and Implementation

Technical staff will manage overall project execution and coordination by overseeing daily activities, establishing schedules, and ensuring alignment with project goals.

Monitoring and Sampling Oversight

Technical staff will oversee the installation, operation, and maintenance of flow monitoring and sampling equipment. Working with industry experts, they will ensure equipment is properly functioning to collect reliable data. This oversight supports consistent data collection critical to evaluating system performance.

Data Evaluation and System Analysis

Technical staff will support the interpretation and analysis of monitoring and laboratory data. They will assess system performance, evaluate nutrient loading, and identify potential operational or structural issues. This work supports informed decision-making and the development of project deliverables.

Student Mentorship and Training

Technical staff will provide direct instruction and mentorship to CSU students throughout the project. They will guide students in fieldwork, laboratory procedures, data analysis, and

interpretation of results. This structured support enhances student learning while maintaining quality and consistency across project tasks.

Technical Support (GIS, Laboratory, and Field)

GIS specialists, laboratory personnel, and field technicians will provide targeted support across all project activities while delivering hands-on instruction to students. This integrated support strengthens both project outcomes and workforce development objectives.

Payment for Services:

CSU will reimburse Montgomery County for its proportionate share of technical staff hours, as outlined in the Project Budget table. Staff hours directly attributable to the project will be recorded on standardized, supervisor-approved timesheets. Reimbursement requests shall be submitted promptly following each 10-week internship period.

Scope of Work: MCES Administrative Staff

MCES administrative staff will support project delivery through the following key activities:

- Manage administrative processes associated with student internships.
- Coordinate student onboarding and professional development activities.
- Oversee timesheet tracking and documentation.
- Process invoices and maintain project records.

Detailed descriptions of the tasks outlined above are provided below.

Administrative Coordination and Documentation

Administrative staff will manage the administrative requirements associated with student internships. This includes processing necessary paperwork, maintaining records, and ensuring compliance with program requirements. These efforts support organized and efficient program administration.

Student Onboarding and Program Support

Administrative staff will coordinate student onboarding and professional development activities. They will assist in facilitating training, tracking participation, and supporting program logistics. This ensures a structured and supportive experience for student participants.

Timesheet and Invoice Management

Administrative staff will oversee timesheet collection and review, as well as the processing of invoices related to project activities. This work ensures accurate financial tracking and timely payment processing.

Payment for Services:

CSU will reimburse Montgomery County for its proportionate share of administrative staff hours, as outlined in the Project Budget table. Staff hours directly attributable to the project will be recorded on standardized, supervisor-approved timesheets. Reimbursement requests shall be submitted promptly following each 10-week internship period.

Scope of Work: Crown Personnel Services, Inc.

Crown Personnel Services, Inc. (Crown) will provide workforce administration. Students participating in the project will be employed by Crown. Crown will support workforce administration through the following key activities:

- Develop, post, and promote student internship opportunities.

- Screen applications, provide candidate information to Montgomery County, facilitate candidate selection, and hire CSU students as Crown employees.
- Administer payroll and provide biweekly compensation based on the established wage rates.

Payment for Services:

- Montgomery County will hold the contractual agreement with Crown for these services.
- Crown will submit invoices to Montgomery County for student wages and Montgomery County will remit payment directly to Crown.
- CSU will reimburse Montgomery County for its proportionate share of costs incurred for these services, as outlined in the Project Budget table.

Scope of Work: Stantec Consulting Services, Inc.

Stantec Consulting Services, Inc. (Stantec) will serve as the engineering firm responsible for providing flow monitoring services, including equipment, installation, maintenance, and access to the ADS PRISM web-based platform, which serves as a portal for reviewing data from field-installed flow metering equipment.

Payment for Services:

- Montgomery County will hold the contractual agreement with Stantec for these services.
- Stantec will submit invoices to Montgomery County for flow monitoring services and Montgomery County will remit payment directly to Stantec.
- CSU will reimburse Montgomery County for its proportionate share of costs incurred for these services, as outlined in the Project Budget table.

Project Budget

Description	Project Budget Aug 1, 2026 – Dec 31, 2026		Project Budget Jan, 1 2027 – Dec 31, 2027		Project Budget Jan, 1 2028 – Sep 30, 2028		Total
	MCES	CSU	MCES	CSU	MCES	CSU	
Wages: CSU Students	-	-	\$12,762	\$12,762	\$13,138	\$13,138	\$51,800
Wages: MCES Technical Staff	-	-	\$9,640	\$9,640	\$10,730	\$10,730	\$40,740
Wages: MCES Administration Staff	-	-	\$260	\$260	\$290	\$290	\$1,100
Nutrient Sampling & Analysis	-	-	\$1,625	\$1,625	\$1,700	\$1,700	\$6,650
Composite Sampler	\$5,395	\$5,395	-	-	-	-	\$10,790
Flow Monitoring Services	-	-	\$13,478	\$13,478	-	-	\$26,956
Flow Meter Repair & Maintenance	\$10,300	\$10,300	-	-	-	-	\$20,600
Total	\$15,695	\$15,695	\$37,765	\$37,765	\$25,858	\$25,858	\$158,636

Budget Explanation

Wages: CSU Students

Vendor: Crown Personnel Services, Inc.

Up to two (2) students will be actively engaged in internship assignments for a period of up to 10 weeks between May and August.

August 1, 2026 – December 31, 2026: No participating students.

January 1, 2027 – December 31, 2027: Crown will compensate students for their work, with wages calculated as outlined below:

$$\begin{aligned} &2 \text{ students} \times \$31.28 \text{ per hour}^* \times 40 \text{ hours per week} \times 10 \text{ weeks} \\ &\quad + \\ &\quad \$500 \text{ per student for safety equipment \& supplies} \end{aligned}$$

Total = \$25,524

*Note: \$31.28 per hour is provided for budgeting purposes based on Crown's quote dated May 20, 2026, for a Junior (STEM) student wage under Crown's full-service recruiting model. Crown will compensate CSU students based on a pay scale that reflects each student's academic level and the services provided.

January 1, 2028 – September 30, 2028: Crown will compensate students for their work, with wages calculated as outlined below:

$$\begin{aligned} &2 \text{ students} \times \$32.22 \text{ per hour}^* \times 40 \text{ hours per week} \times 10 \text{ weeks} \\ &\quad + \\ &\quad \$500 \text{ per student for safety equipment \& supplies} \end{aligned}$$

Total = \$26,276

*Note: \$32.22 per hour is provided for budgeting purposes, reflecting a 3% Consumer Price Index (CPI) increase applied to Crown's May 20, 2026 quoted rate of \$31.28 per hour for a Junior (STEM) student.

Wages: MCES Technical Staff

Vendor: Montgomery County Environmental Services

Technical staff will consist of professionally certified engineers employed by MCES. Engineer No. 1 will dedicate up to 25% of their weekly time during the 10-week internship to mentoring and educating students, while Engineer No. 2 will dedicate up to 40% of their weekly time to the same activities over the same period.

August 1, 2026 – December 31, 2026: No technical staff support required.

January 1 – December 31, 2027: MCES and CSU will jointly compensate Engineer No. 1 for their work, with wages calculated as outlined below:

$$\$84 \text{ per hour} \times 10 \text{ hours per week} \times 10 \text{ weeks}$$

Total = \$8,400

MCES will compensate Engineer No. 2 for their work, with wages calculated as outlined below:

\$68 per hour x 16 hours per week x 10 weeks

Total = \$10,880

January 1, 2028 – September 30, 2028: MCES and CSU will jointly compensate Engineer No. 1 for their work, with wages calculated as outlined below:

\$93 per hour x 10 hours per week x 10 weeks

Total = \$9,300

MCES will compensate Engineer No. 2 for their work, with wages calculated as outlined below:

\$76 per hour x 16 hours per week x 10 weeks

Total = \$12,160

Wages: MCES Administrative Staff

Vendor: Montgomery County Environmental Services

Administrative staff employed by MCES will allocate up to 2.5% of their weekly time throughout the 10-week internship to carry out applicable administrative functions.

August 1, 2026 – December 31, 2026: No administrative staff support required.

January 1, 2027 – December 31, 2027: MCES and CSU will jointly compensate the administrative staff for their work, with wages calculated as outlined below:

\$52 per hour x 1 hour per week x 10 weeks

Total = \$520

January 1, 2028 – September 30, 2028: MCES and CSU will jointly compensate the administrative staff for their work, with wages calculated as outlined below:

\$58 per hour x 1 hour per week x 10 weeks

Total = \$580

Nutrient Sampling & Analysis

Vendor: Montgomery County Environmental Laboratory

MCES will coordinate sample analysis with the Montgomery County Environmental Laboratory throughout the duration of the project. A budgetary allowance has been included for the targeted nutrients, with associated analytical fees calculated as outlined below:

August 1, 2026 – December 31, 2026: No sampling or analysis performed.

January 1, 2027 – December 31, 2027:

Ammonia \$20 per samples x 50 samples = \$1,000

Nitrate + Nitrite	\$20 per sample x 50 samples = \$1,000
Phosphorus	\$25 per sample x 50 samples = \$1,250

Total = \$3,250

January 1, 2028 – September 30, 2028:

Ammonia	\$21 per samples x 50 samples = \$1,050
Nitrate + Nitrite	\$21 per sample x 50 samples = \$1,050
Phosphorus	\$26 per sample x 50 samples = \$1,300

Total = \$3,400

Composite Sampler

Vendor: Hach Company

One (1) composite sampler will be purchased to support nutrient sampling activities in 2027 and 2028. The total cost of the sampler is \$10,789.

Total = \$10,789

Flow Monitoring Services

Vendor: Stantec Consulting Services, Inc.

Flow monitoring will be conducted during the Spring of 2027 (April – June). Up to four (4) meters and three (3) rain gauges will be installed to collect data over a three-month monitoring period. The associated costs reflect equipment installation, monitoring services, and data processing.

Total = \$21,400

Flow Meter Maintenance & Repair

Vendor: Stantec Consulting Services, Inc.

Four (4) flow meters will be prepared for use during the Spring 2027 monitoring period. The associated costs cover all repair and routine maintenance activities necessary to ensure proper operation.

Total = \$20,600

Project Timeline

Year	Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2026	Update Montgomery County Administrator and Environmental Services on MOU													
	Obtain MOU approval (scope of work, budget; timeline; project deliverables)													
	Submit MOU to Board of County Commissioners, Montgomery County for approval													
	Complete administrative requirements (subrecipient form; purchase orders)													
2027	Present program to students													
	Perform flow monitoring and RDII analysis													
	Facilitate student internship (10 weeks)													
	Conduct nutrient sampling & analysis													
2028	Present program to students													
	Facilitate student internship (10 weeks)													
	Conduct nutrient sampling & analysis													
	Prepare conference presentations													
	Prepare research manuscripts & fact sheets													
	Submit final report													

Project Deliverables

Students will receive applied, technical training in collection system flow monitoring, including hydraulic analysis; proper field sampling methodologies; laboratory analytical procedures; instrumentation setup, calibration, and preventative maintenance; and data quality assurance/quality control (QA/QC), including calibration verification, validation, and interpretation of results. Project deliverables will include:

- Development of an RDII (Rainfall-Derived Inflow and Infiltration) model and database for the Great Miami Watershed, with particular emphasis on nonpoint source nutrient pollution in rural–urban interface areas, incorporating land use and land cover data to support detailed analysis of flow contributions and system interactions across these transitional zones.
- Technical evaluation and documentation of results, including quantification of RDII sources and spatial variability.
- Preparation of research manuscripts suitable for submission to peer-reviewed scientific and engineering journals.
- Presentation of findings at professional and scientific conferences.
- Development of stakeholder-facing materials, including outreach summaries and technical fact sheets, to communicate key findings and support informed decision-making.