

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PIONEER CAREER & TECHNOLOGY CENTER
AND
THE OHIO DEPARTMENT OF HIGHER EDUCATION**

This Memorandum of Understanding ("MOU") is entered into by and between Ohio Department of Higher Education (hereinafter referred to as "ODHE") whose powers and duties are specified in Ohio Revised Code §3333.04, who is located at 25 South Front Street, 7th Floor, Columbus, Ohio 43215, and Pioneer Career & Technology Center ("PCTC") having its principal place of business at 27 Ryan Road, Shelby, Ohio 44875.

WHEREAS, ODHE consists of the Chancellor of higher education and the Chancellor's employees, agents and representatives and is responsible for overseeing higher education in the State of Ohio; and

WHEREAS, Section 381.210, paragraph (B) of Amended Substitute House Bill 33 of the 135th General Assembly appropriated funds to the Ohio Technical Centers to provide customized training and support business consultation services with matching local dollars (hereinafter "Funds"); and

WHEREAS, ODHE released a Request for Applications ("RFA") on April 29, 2024 for the Center for Training Excellence Program (hereinafter referred to as "CTX" or "Program"), seeking applications from eligible Ohio Technical Centers ("OTCs") for the Funds; and

WHEREAS, in response to the RFA, PCTC submitted an application seeking Funds for the Program, and ODHE approved PCTC's application; and

WHEREAS, ODHE and PCTC enter into this MOU to set forth the terms and conditions of the Program and Funding appropriated by the General Assembly via ODHE.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ODHE and PCTC (individually, a "party"; collectively the "parties") agree as follows:

ARTICLE I: SCOPE OF SERVICES

PCTC will use the Funds to support a Center for Training Excellence ("CTX") to offer contractual customized training and business consultation services, with matching local dollars, with preference to industries on the in-demand jobs list created under 6301.11 of the Revised Code, industries in regionally emerging fields, or local businesses and industries.

PCTC agrees to use the funds to provide services to local employers in accordance with their Organizational Goals detailed in their submitted application, attached hereto as Attachment A, and their Program Workbook, attached hereto as Attachment B. Attachment A and Attachment B are incorporated into this MOU by this reference and are approved by ODHE except to the extent modified herein.

PCTC agrees to the following:

- Offer services that can include:
 - Customized training
 - Needs analysis
 - Strategic planning services

- Continuous improvement to businesses/organizations/entities participating in a customized training plan
- Student pre-employment services
- Curriculum development
- Program infrastructure technology upgrades
- Job advancement strategies
- Use funds for the following:
 - Salaries and benefits for staff and faculty directly involved with CTX activities.
 - Supplies/equipment used for CTX activities.
 - Purchased services, e.g., subscriptions, professional development, licensing agreements associated with CTX activities.
 - Other, e.g., marketing materials, industry-related membership fees, rent, utilities, mileage, etc. associated with CTX activities.
- Provide local matching funds for its customized training and business consultation services, with preference to industries on the in-demand jobs list created under section 6301.11 of the Revised Code, industries in regionally emerging fields, or local businesses and industries;
- To comply with reporting requirements pursuant to Article VII: Reporting of this MOU.
- PCTC will comply with all applicable state and federal laws in the expenditure of the Funds and agrees to require an audit of these funds as specified in Article VI: Audit.

ARTICLE II: TERM OF THE MOU

The term of this MOU begins on July 1, 2024, and ends June 30, 2025, or until the MOU is terminated pursuant to the terms contained herein, whichever event occurs first.

ARTICLE III: COMPENSATION

In consideration of the promises and performance of PCTC as set forth herein:

- 1) ODHE agrees to pay PCTC compensation, upon execution of this MOU, an amount not to exceed fifty thousand and 00/100 dollars (\$50,000.00) for services performed in accordance with Article I: Scope of Services and Attachments A and B of this MOU.
- 2) It is mutually agreed and understood that the total amount to be paid by ODHE to PCTC under this MOU shall in no event exceed fifty thousand and 00/100 dollars (\$50,000.00) for compensation unless PCTC receives prior written approval from ODHE, and when required, approval of the Controlling Board.
- 3) If the Funds are not spent in full by June 30, 2025, PCTC shall submit a request to ODHE for a no-cost extension (“NCE”) to this MOU. To acquire the NCE Request form, please contact vmccoy@highered.ohio.gov. The completed NCE Request form should be submitted to vmccoy@highered.ohio.gov by the date provided with the NCE Request form.

ARTICLE IV: TERMINATION

This MOU may be terminated as follows:

- 1) By ODHE without cause upon thirty (30) days written notice to PCTC or immediately with cause.
- 2) By mutual consent of the parties.
- 3) In accordance with the term limitations set forth in Article II of this MOU.
- 4) If the General Assembly or the grantor fail at any time to continue funding for the payments and other obligations set forth herein, ODHE's obligations under this MOU are terminated as of the date the funding expires and ODHE shall have no further obligations hereunder, If ODHE discovers or is notified of the discontinuation of funding for this MOU, then ODHE agrees to notify PCTC of said discontinuation as soon as is practicable. Any work performed by PCTC under the MOU after it receives such notice shall be at the sole expense of PCTC.

ARTICLE V: CERTIFICATION AND AVAILABILITY OF FUNDS

The MOU is subject to the provisions of Ohio Revised Code §126.05 and §126.07. It is expressly understood by the parties that none of the rights, duties, and obligations described in this MOU shall be binding on either party until all statutory provisions under the Ohio Revised Code have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

ARTICLE VI: AUDIT

PCTC will be liable for any audit exception that results solely from its acts or omissions in the performance of this MOU. PCTC shall notify ODHE of any noncompliance audit exception related to these funds, if found during their annual financial statement audit.

ARTICLE VII: REPORTING

PCTC is responsible for collecting the necessary data and reporting such data to ODHE as set forth in this article and described in ODHE communications.

ODHE will monitor CTX Programs receiving appropriated Funds to ensure that there is fiscal accountability, operating progress, and that the desired outcomes are achieved. Reporting will be collected from PCTC entries into the OTC HEI system, via excel spreadsheets, and other reporting tools provided by ODHE. PCTC will submit the required data and metrics, expenditures, and briefings of project milestones and success stories.

PCTC will submit the following reports in a manner prescribed by ODHE:

- 1) Fund Balance Updates – Due quarterly on September 30, December 31, March 31, and June 30 for the term of the MOU.
- 2) Semi-Annual Metrics – Due December 31, 2024 and June 30, 2025
- 3) Annual Metrics – Due June 30, 2025
- 4) CTX Annual Report, due September 1, 2025, as required in the Ohio Technical Center Data Submission Manual as well as via email and other data collection tools provided by ODHE.
- 5) Final closeout report, which includes the Final Expenditure Report (“FER”) to ODHE six months after the Funds are spent in full, or by December 31, 2025, whichever occurs first. A desk and/or site audit will occur prior to the final closeout of the grant.

ARTICLE VIII: RIGHTS IN DATA, PATENTS, AND COPYRIGHT

ODHE shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or material prepared by PCTC pursuant to this MOU. No such documents or other materials produced (in whole or in part) with funds provided to PCTC by ODHE pursuant to this MOU shall be subject to copyright by PCTC in the United States or other country.

ARTICLE IX: COMPLIANCE WITH LAW

PCTC agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. PCTC acknowledges that its employees are not employees of ODHE with regard to the application of the Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. PCTC accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by PCTC in the performance of the work authorized by this MOU.

ARTICLE X: DRUG AND ALCOHOL-FREE WORKPLACE

PCTC shall comply with all applicable federal, state, and local laws regarding smoke free and drug free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

ARTICLE XI: AMENDMENTS OR MODIFICATION

No amendment or modification of this MOU shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

ARTICLE XII: OPERS INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT

PCTC acknowledges and agrees any individual providing personal services under this MOU is not a public employee of ODHE for purposes of Chapter 145 of the Revised Code.

ARTICLE XIII: NOTICE

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below or such other address as said party shall hereafter designate in writing to the other party.

- Pioneer Career & Technology Center
Gregory Nickoli
Superintendent
27 Ryan Road
Shelby, Ohio 44875
Phone: (419) 347-7744 ext. 42102
Email: nickoli.greg@pioneerctc.edu

- Ohio Department of Higher Education
Attn: General Counsel
25 South Front Street, 7th Floor
Columbus, OH 43215
Phone: (614) 466-6000
Facsimile: (614) 466-5866

ARTICLE XIV: SUBCONTRACTING

PCTC will not enter into subcontracts for the Scope of Services without written approval from ODHE. PCTC will not need ODHE's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Scope of Services. All subcontracts will be at the sole expense of PCTC.

ARTICLE XV: ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter hereof.

ARTICLE XVI: WAIVER

The waiver or failures of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

ARTICLE XVII: GOVERNING LAW

This MOU shall be construed under and in accordance with the laws of the State of Ohio.

ARTICLE XVIII: SEVERABILITY

If any provision of this agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this MOU shall not in any way be affected or impaired unless such severance would cause this agreement to fail of its essential purpose.

ARTICLE XIX: SUCCESSORS AND ASSIGNS

Neither this MOU, nor any rights, duties, nor obligations hereunder may be assigned, or transferred in whole or in part, by PCTC without the prior written consent of ODHE.

ARTICLE XX: HEADINGS

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this MOU.

ARTICLE XXI: RECORDS

PCTC shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

PCTC shall keep separate business records for this Project, including records of disbursements made and obligations incurred in the performance of this MOU. These records shall be supported by agreements, invoices, vouchers, and other data as appropriate. During the performance of this MOU and for a period of three years after its completion, PCTC shall make such records available to ODHE as ODHE may reasonably require.

ARTICLE XXII: COMPLIANCE WITH EXECUTIVE ORDER 2022-02D

Pursuant to Executive Order 2022-02D, PCTC agrees and understands no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this MOU, the State reserves the right to recover any funds paid to PCTC for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

Lastly, PCTC acknowledges and confirms compliance with this Article and agrees to provide an affirmation as to the same upon request from ODHE.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year set aside by their respective signatures.

PIONEER CAREER & TECHNOLOGY CENTER

OHIO DEPARTMENT OF HIGHER EDUCATION

By: _____

By: _____

Title: _____

Title: Chancellor _____

Date: _____

Date: _____