

**AWARD AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF HIGHER EDUCATION
AND
PIONEER CAREER & TECHNOLOGY CENTER**

This Award Agreement ("Agreement") is entered into by and between the Ohio Department of Higher Education ("ODHE") whose powers and duties are specified in the Ohio Revised Code §3333.04 and whose principal place of business is 25 South Front Street, Columbus, Ohio 43215, and Pioneer Career & Technology Center ("Awardee") with a place of business located 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, ODHE is authorized to participate in education-related state or federal programs on behalf of the state and assume responsibility for the administration of such programs in accordance with applicable state or federal law pursuant to Ohio Revised Code § 3333.04(Q); and

WHEREAS, Section 381.630 of Amended Substitute House Bill 33 of the 135th General Assembly appropriated funds to the Chancellor to award funding for the Talent Ready Grant program ("Program"); and

WHEREAS, in furtherance of its duties to the Talent Ready Grant program, ODHE calculated funding allocations for eligible entities pursuant to paragraph (B) of Section 381.630 of Amended Substitute House Bill 33 of the 135th General Assembly; and

WHEREAS, ODHE and Awardee enter into this Agreement to set forth the terms and conditions of the allocation.

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 Awardee (individually, a "party"; collectively the "parties") agree as follows:

ARTICLE I: SCOPE OF WORK

The Talent Ready Grant program seeks to support workforce credential and certificate programs under thirty credit hours at a community college, state community college, technical college, university regional campus, or less than 900 clock hours at an Ohio Technical Center.

Awardee agrees to use the funds for the following:

- (1) Establish and operate workforce credential and certificate programs under thirty credit hours or less than 900 clock hours; and
- (2) Provide additional support to short-term certificate programs.

Additionally, Awardee shall compile and report to ODHE fund balances, program metrics, and utilization funding outcomes as required in Article VI of this Agreement.

ARTICLE II: PROJECT PERIOD

The period of performance for the expenditure of awarded state money for the Project is December 15, 2024, through June 30, 2026, or until the Agreement is terminated pursuant to the terms contained herein. Reporting is required for six months immediately following the end of the term of the Agreement, in accordance with *ARTICLE VI: REPORTING* of this Agreement.

It is understood by the parties that the Project is to be completed in the period of performance of this Agreement.

ARTICLE III: KEY PERSONNEL

The project director(s) for the Awardee under this Agreement will be Don Paullin, Assistant Director, Adult Education and Gregory Nickoli, Superintendent. Requests for changes in key personnel must be made in writing to ODHE's *project administrator* before approval will be granted.

The project administrator for this Agreement on behalf of ODHE is:

- Dr. Cheryl Rice
Vice Chancellor, Higher Education Workforce Alignment
Ohio Department of Higher Education
Email: crice@highered.ohio.gov
Phone: (614) 728-3092

ARTICLE IV: COMPENSATION

- A) In consideration of the promises and performance of Awardee as set forth herein:
- 1) Upon execution of this Agreement, ODHE agrees to disburse Project funding to Awardee in the amount of twenty-five thousand eight hundred eighty-nine and 00/100 dollars (\$25,889.00).
 - 2) It is mutually agreed and understood that the total amount to be disbursed by ODHE to Awardee under this Agreement shall in no event exceed twenty-five thousand eight hundred eighty-nine and 00/100 dollars (\$25,889.00).
- B) It is understood by the parties that the performance for the Project is to be completed within the period of performance set forth in *ARTICLE II: PROJECT PERIOD* of this Agreement.
- C) In the event Awarded grant funds remain unused at the end of the project period detailed in Article II, Awardee can submit a request to ODHE for a no-cost extension ("NCE") to this Agreement. NCE requests can be submitted via email to talentready@highered.ohio.gov. NCE requests must be approved in writing and signed by ODHE.

ARTICLE V: AMENDMENTS OR MODIFICATION

Except for modifications and requested changes to key personnel made pursuant to *ARTICLE III: PERSONNEL*, no amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

ARTICLE VI: REPORTING

The Awardee will report to ODHE as follows:

- Quarterly Fund Balance Reports should be submitted via email to talentready@highered.ohio.gov by March 30, June 30, September 30, and December 30 each fiscal year of the Agreement.
- Semi-annual metrics reports should be completed using the template attached hereto as Attachment I. The report template can also be found in excel format at <https://highered.ohio.gov/wps/portal/gov/odhe/initiatives/affordability/talent-ready/talent-ready>. Semi-annual reports should be submitted to talentready@highered.ohio.gov by June 30 and December 30 each fiscal year of the Agreement. The report shall include, at a minimum, the following items:
 - Reports should detail the use of funds (student scholarships, operational uses, etc.) and must clearly indicate how each expense meets the intention of the program.
 - ODHE may request further information regarding the use of funds as reported, the Awardee will comply with such request. In the event ODHE finds that the funds were not used in compliance with the intention of the program, ODHE may require the Awardee to return the funds to ODHE. Non-compliance may effect Awardee's eligibility and/or funding in future Talent Ready Grant programs.

- Reporting is required for six months immediately following the end of the term of the Agreement, including the final closeout grant and expense report due December 30, 2026. The template for the final closeout grant and expense report is attached hereto as Attachment II. A desk and/or site audit will occur prior to the final closeout of the grant.

ODHE may, from time to time, request Awardee to collect data and information and provide additional reports to ODHE. Awardee will comply with such requests.

In the event of Termination, Awardee is required to continue to satisfy reporting requirements set forth herein.

ARTICLE VII: TERMINATION

This Agreement may be terminated as follows:

- A) By ODHE without cause upon thirty (30) days written notice to Awardee.
- B) By mutual written consent of the parties.
- C) By ODHE immediately due to non-performance and/or noncompliance of Awardee.
- D) In accordance with the term limitations set forth in Article II.
- E) If the General assembly fails at any time to continue funding for the payments and other obligations set forth herein, ODHE's obligations under this Agreement 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 Agreement, then ODHE agrees to notify Awardee of said discontinuation as soon as is practicable. Awardee shall not perform any work under the Agreement after it receives such notice.

ARTICLE VIII: RECORDS

Awardee 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.

Regarding modifications to key personnel pursuant to *ARTICLE III: PERSONNEL*, ODHE will retain a copy of the Project Administrator's decision. Awardee must also retain sufficient documentation of the request and Project Administrator's final decision for audit purposes.

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

ARTICLE IX: COMPLIANCE WITH LAW

Awardee agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Awardee 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. Awardee 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 Awardee in the performance of the work authorized by this Agreement.

ARTICLE X: DRUG AND ALCOHOL-FREE WORKPLACE

Awardee 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: 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
Facsimile: (614) 466-5866

ARTICLE XII: DEBARMENT

Awardee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code § 153.02 or Ohio Revised Code § 125.25. Awardee further represents and warrants that it is not debarred from the receipt of federal contracts. If these representations and warranties are found to be false, this Agreement is void *ab initio* and Awardee shall immediately repay to ODHE any funds paid under this Agreement.

ARTICLE XIII: 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 XIV: 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 Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

ARTICLE XV: GOVERNING LAW

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

ARTICLE XVI: ENTIRE AGREEMENT

This Agreement 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 XVII: 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 Agreement or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this Agreement.

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

PIONEER CAREER & TECHNOLOGY CENTER

By: _____

Date: _____

Title: _____

OHIO DEPARTMENT OF HIGHER EDUCATION

By: _____

Date: _____

Mike Duffey
Chancellor

Attachment I

ODHE - Talent Ready Grant Semi-Annual/Annual Metrics Report

Example Tab only.

Name of Institution	
Fiscal Year Grant was Awarded	2025
Initial Amount of Grant Award (refer to ODHE Grant Agreement)	\$187,000.00
Remaining Balance as of XXXX, XXXX (To get balance subtract amount of funds remaining from initial award amount)	\$42,000.00
Are there students still enrolled in the program(s)? Month student(s) will complete program(s)	Jun-25
Instructions: Please enter cumulative data for the Talent Ready Grant Program, from grant inception to report date. Please contact talentready@highered.ohio.gov with any questions for assistance with the report.	

	Expenditure	Detailed Explanation of Expenses (Please provide information about number of staff supported, number of pieces of equipment/curriculum, and general information about quantity and scope of investments, as applicable.)	Credit and/or Non-credit	Total Amount Expended	(If Student Award) Number of Students Awarded Funds	(If Student Award) Number of Students Who Received Talent Ready Awards that Successfully Completed Program	Name(s) of Associated Industry-Recognized Credential (Where Applicable)
1	CDL A	Program costs \$4,500, awards were made as a part of student financial aid packages, a max of \$2,000 were awarded to each student	Credit	\$30,000.00	15	12	Commercial Driver's License Class A
2	18-Wheel Truck	To provide real-life training to students in a cab onsite at campus, rather than coordinating with a business partner	Credit	\$20,000.00			Commercial Driver's License Class A
3	Program Administrator	1 full-time program admin to manage awards, work as an advisor to students, create business contacts to help students receive work upon completion	Credit	\$35,000.00			Commercial Driver's License Class A
4	HVAC	Program costs \$3,000 per student, awards were made to cover full expense for each student	Credit and Non-credit	\$45,000.00	15	15	NATE Certification, EPA 608 Certification, R-410A Certification, Preventive Maintenance HVAC Certification
5	HVAC Curriculum Package	5 curriculum packages for \$3,000 each training on heating, venting, air quality, safety, and installation	Credit and Non-credit	\$15,000.00			
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
				\$145,000.00			

Please add more lines if more than 20 programs were involved.

Attachment I

ODHE - Talent Ready Grant Semi-Annual/Annual Metrics Report

Name of Institution		
Fiscal Year Grant was Awarded		2025
Initial Amount of Grant Award (refer to ODHE Grant Agreement)		\$
Remaining Balance as of XX XX, XXXX (To get balance subtract amount of funds remaining from initial award amount)		\$0.00
Are there students still enrolled in the program(s)? Month student(s) will complete program(s)		
Instructions: Please enter cumulative data for the Talent Ready Grant Program, from grant inception to report date. Refer to the first tab for examples. Please contact talentready@highered.ohio.gov with any questions for assistance with the report.		

	Expenditure (See Tab I for examples)	Detailed Explanation of Expenditures (See Tab 1 for description examples)	Credit and/or Non-credit	Total Amount Expended	(If Student Award) Number of Students Awarded Funds	(If Student Award) Number of Students Who Received Talent Ready Awards that Successfully Completed Program	Name(s) of Associated Industry-Recognized Credential (Where Applicable)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
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14							
15							
16							
17							
18							
19							
20							

Please add more lines if more than 20 programs were involved.

Attachment II



HigherEd.Ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Mike Duffey, Chancellor

Fiscal Expenditure Report ("FER")

Instructions

The purpose of the Expenditure Form is to report the use of subsidy funds and to provide transparency for publicly used dollars. We ask that you use the attached excel format and please remember to sign the documents before submitting. For questions regarding the legislative use of the assigned funds, reference the Award Agreement ("Agreement") agreed upon by your institution and the Ohio Department of Higher Education ("ODHE") and the main operating budget bill (www.lsc.ohio.gov)

ADDITIONAL ITEMS TO NOTE:

- "Type of Expenditure" may be reported by account or functional category. Please be as descriptive as possible.
- Please type your name and contact information and sign the Expenditure Report.
- The Chancellor and Department of Higher Education may request additional information or documentation if necessary. Therefore, please maintain supporting documentation to reflect proper use of funds.

Example:

Name of Institution: *State University*

Appropriation Line Item (ALI)/Program Name: *235-517 Talent Ready Grant Program*

	FY25	FY26
Amount sent by ODHE to the institution	\$400,000.00	\$400,000.00
Amount spent by the institution through June 30	\$300,000.00	\$500,000.00
Amount remaining at the end of Fiscal Year	\$100,000.00	\$0.00

Type of Expenditure	FY25 Amount Expended	FY26 Amount Expended
Salaries and benefits	\$100,000	\$150,000
Purchased Services/Contractors	\$150,000	\$300,000
Travel	\$10,000	\$10,000
Supplies	\$40,000	\$40,000
Equipment	\$0	\$0
Capital Outlay	\$0	\$0
Other (PLEASE DESCRIBE)	\$0	\$0
Final Totals	\$ 300,000	\$ 500,000

Your Expenditure Report is due based on the dates established in the MOU.

Please submit your Expenditure Report to talentready@highered.ohio.gov

Attachment II



HigherEd.Ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Mike Duffey, Chancellor

Fiscal Expenditure Report ("FER")

Name of Institution:

Appropriation Line Item (ALI)/Program Name:

235-517 Talent Ready Grant Program

	FY25	FY26
Amount sent by ODHE to the institution	\$ -	\$ -
Amount expended by the institution through June 30	\$ -	\$ -
Amount remaining at the end of Fiscal Year	\$ -	\$ -

Type of Expenditure (Please list all expenditures. See examples under Instructions tab.)	FY25 Amount Expended	FY26 Amount Expended
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Total	\$ -	\$ -

Please answer the following questions: (Attach a separate document if preferred)

1. Provide a brief overview of the program - describe the major services or initiatives supported by this funding source and describe the major constituencies served/impacted.

2. How many people were served in the most current fiscal year?

3. Does this state support leverage other sources for the institution to expand the level of services provided?

Attachment II



Department of
Higher Education

HigherEd.Ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Mike Duffey, Chancellor

Fiscal Expenditure Report ("FER")

Name of Institution:

Appropriation Line Item (ALI)/Program Name:

235-517 Talent Ready Grant Program

4. Describe any factors influencing the costs of this program, including trends in demographics, caseloads, or technology, and any changes in federal/state regulations.

5. If a reduction in state funding occurred, which services, initiatives, or functions would be reduced or eliminated? Describe the short-term and long-term impacts of these reductions.

I certify that the information provided on this Expenditure Report is true and correct and that all expenditures were incurred solely for the purposes of the subsidy and in accordance with the agreed conditions of the Memorandum of Understanding (MOU); in addition, I certify the institution's annual financial statement audit includes a review of funds received and spent under this MOU, for compliance with Amended Substitute House Bill 33 of the 135th General Assembly. This review may be included with the annual Ohio Compliance Supplement testing required by the Auditor of State. The institution will be liable for any audit exception that results solely from its acts or omissions in the performance of this MOU. The institution shall notify ODHE of any noncompliance audit exception found during the audit.

ADMINISTRATIVE APPROVAL

Signature of Project Director:

Date:

Name (typed):

Title:

Telephone:

Email address:

FISCAL APPROVAL

Signature of Project Director:

Date:

Name (typed):

Title:

Telephone:

Email address: