SPECIAL PROJECTS GRANT AGREEMENT

Grantee	
Grant Control No.:	GOA-EAR-FY26-07
Grantee:	Shawnee State University
Address:	940 2nd Street Portsmouth, Ohio 45662
Project	
Project Name:	H.B. 96 of the 136th Ohio General Assembly, Appropriation Item 195455
Effective Date:	July 1, 2025
Project End Date:	June 30, 2027
Grant Funds:	**$1,000,000.00**
Project Manager	
Name; Title:	Heather Craft, Director, Grants & Sponsored Programs
Address:	940 2nd Street Portsmouth, OH 45662
Telephone:	740-351-3015
Email:	hcraft@shawnee.edu

This Grant Agreement (the "**Agreement**") is made and entered into by and between the **State of Ohio, Department of Development** ("**Grantor**") and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance to undertake the activities set forth in House Bill 96 of the 136th Ohio General Assembly, Appropriation Item 195455 (the "**Project**"). This Agreement incorporates by reference the "**Scope of Work**," which is attached as Exhibit I; Reporting Requirements, which is attached hereto as Exhibit II; and Grant Administration Guidelines, which is attached hereto as Exhibit III.

1. Project Funding.

(a) Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds listed in the table above (the "**Grant Funds**") to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of Grant Funds, as set forth in Exhibit III. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. Grantee shall be required to contribute a minimum of twenty-five percent (25%) of the Grant Funds as matching contribution for the Project. Grantee shall verify matching investment requirements by completing and submitting the Certification of Cash Match Form, in the form prescribed by the Grantor from time to time.

(c) Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in the activities described in the Scope of Work, attached hereto as Exhibit I.

(d) Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 15(e) of this Agreement.

2. Payment of Grant Funds. Grantor shall disburse the Grant Funds or cause the Grant Funds to be paid to Grantee on a reimbursement basis upon the timely submission to Grantor a draw request, to be submitted in the form and manner within the sole discretion of Grantor, together with proper invoices detailing expenditures already incurred by Grantee in accordance with Exhibit I. Grantor shall be the sole evaluator of the adequacy of such invoices. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate, evidencing the costs incurred by Grantee in performing the work set forth in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a reimbursement request. Grantee shall require delivery before payment is made for purchased goods, equipment, or services, unless Grantee obtains satisfactory security from the vendor for payment made. Grantee shall record all amounts received under this Agreement in a separate account on the books and records of Grantee. Grantee shall not pledge said moneys as security for any loan or debt of any kind other than that described in this Agreement.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the requirements of this Agreement, or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete the Project not later than the Project End Date set forth on the first page of this Agreement. All eligible expenses for use of Grant Funds must be incurred by Grantee no later than the Project End Date. Grant Funds not expended by Grantee prior to the Project End Date for eligible expenses are subject to return to Grantor.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date through the Project End Date, as set forth on the first page of this Agreement, unless it is terminated earlier as provided in Section 10 (collectively, the "**Term**"). Terms of this Agreement that by their nature are intended to survive the Term shall survive the Term and remain in effect until such obligation or requirement is fulfilled.

5. Reserved.

6. Non-Discrimination.

(a) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry, veteran status, or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Right Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to the aforementioned factors. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7. Reporting. Grantee agrees to comply with any reporting obligations described in Exhibit II attached hereto or otherwise established by Grantor, as it relates to the award of Grant Funds under this Agreement. Grantee also agrees to comply with any reporting requirements established by the Office of Budget and Management or the State of Ohio, as it relates to this Agreement. Furthermore, Grantee agrees to maintain internal controls and proper documentation to support funds are appropriately expended in compliance with Grantor's rules, guidelines and the terms of this Agreement. Grantee also agrees to provide Grantor with all necessary information as may be requested from time to time. Grantor may request, and Grantee shall comply with, additional information as may be required by state law.

(a) Program Reports. Grantee shall submit to Grantor periodic progress reports, to be submitted in accordance with Exhibit II.

(b) Closeout Report. Within sixty (60) days after the Project is completed, whether on or before the Project End Date, Grantee shall provide Grantor with a Closeout Report (the "**Closeout Report**") in the form prescribed by Grantor.

(c) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Program Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(d) Remedy. Performance reports are essential for Grantor's administration of this grant. If Grantee fails to submit any Program Report and such breach continues uncured for more than thirty (30) days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to $500 for each month or part of a month the Report is past due.

(e) Notification Requirements. Grantee shall notify Grantor, as promptly as practicable, (i) upon the occurrence of a material communication affecting the Grantee in a materially adverse manner, and Grantee will promptly respond fully to any inquiry of Grantor made with respect thereto, or (ii) upon any other adverse report in the public domain related to Grantee.

8. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three years after the last day of the Term of the Agreement or earlier termination of this Agreement its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, all records set forth in Exhibit II, contracts, paid receipts, and all other information pertaining to Grantee's performance of its obligations under this Agreement. Grantee also agrees that any records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of such question or dispute.

(b) Inspection and Copying. Grantee shall permit Grantor to inspect and copy, during normal business hours following at least three (3) days' prior notice, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (i) extend to representatives and agents of Grantor including the Auditor of State of Ohio, or an appropriate inspector general appointed under applicable state law; (ii) include the rights to examine Grantee's accounts and funding sources within the control or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the funds granted herein; (iii) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (iv) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding Grant Funds and any transaction involving Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this sub-section for Grantee's books and records.

(c) Audits. Grantee shall ensure that the Grant Funds are audited in accordance with the requirements described in Exhibit III attached hereto.

(d) Accounting Systems. Systems used by Grantee accounting for the use of Grant Funds must be in accordance with generally accepted accounting standards and other applicable local and state statutes, regulations, policies, directives, and guidelines. Grantee represents it has established procedures to ensure good fiscal and management practices to deposit and account for Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor or any of its duly authorized representatives for examination or copying upon a reasonable request.

9. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, state, and local laws and regulations in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. In accordance with Ohio Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Ohio Executive Order 2019-11D, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq*., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

(f) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.

10. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "**Default Notice**") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) Demand Repayment of Grant Funds. If Grantee fails to complete the Project as required under Section 4(a) and detailed in Exhibit I, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

(iii) Recoupment of Funds. Grantee's award and use of Grant Funds is subject to recoupment by Grantor for Grantee's failure to use Grant Funds in strict compliance this Agreement.

(iv) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under applicable state law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Termination for Cause. Grantor may terminate this Agreement, in whole or in part, for cause upon ten (10) days' notice to Grantee if Grantee fails to comply with the terms of this Agreement.

(e) Termination for Convenience. This Agreement may be terminated for convenience, in whole or in part, as follows:

(i) By Grantor with consent of Grantee. Grantor and Grantee shall agree upon the termination conditions, including the effective date of termination and, in the case of partial termination, the portion to be terminated;

(ii) By Grantee upon written notification to Grantor. Written notification by Grantee must set forth the reasons for termination, the effective date of termination, and, in the case of partial termination, the portion to be terminated; however, for partial termination, Grantor may terminate this Agreement in its entirety and recoup all Grant Funds disbursed to Grantee if Grantor determines, in its reasonable discretion, the remaining portion of the Project will not accomplish the purpose for which the award of Grant Funds under this Agreement was made.

(f) Termination for Withdrawal, Reduction, or Limitation of Funding. In the event Grant Funds are not received by the State of Ohio, funding is withdrawn, reduced, modified, or limited in any way after the Effective Date of this Agreement and prior to the Project End Date, Grantor may terminate this Agreement as to funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that Grantor deems the continuation of the award of Grant Funds is no longer in the best interest of the public, Grantor may terminate this Agreement effective upon receipt of written notice from Grantor by Grantee.

(g) Effects of Termination. Within sixty (60) days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report substantially in the form of the report required under Section 7 of this Agreement. The final report shall be signed and certified in the same manner as the reports required by Section 7(c) of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(h) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

(i) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

11. **Liability.** Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

12. **Certification of Funds**. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

13. **Notice**. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:
Ohio Department of Development
Governor's Office of Appalachia
77 South High Street, 29th Floor
Columbus, Ohio 43215-6130
ATTN: Grants Manager

With a copy to the Chief Legal Counsel,
Development

If to Grantee:
To the Grantee Contact and address as set forth on page one of this Agreement.

14. **Offshore Services.** Grantee affirms it has read and understands Ohio Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in its undertaking of the Project and use of Grant Funds.

15. **Miscellaneous**.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(g) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(h) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(i) Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Grantor's Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Department of Development or such individual authorized by the Director in writing.

(m) Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

[*Signature Page Follows*]

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representative as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

Shawnee State University

Sign: Signed by: Greg A. Ballengee
8EBCEFB1C9B941B...

Print: Greg A. Ballengee

Title: Chief Financial Officer

Date: 6/5/2026 | 4:58 PM EDT

Grantor:

State of Ohio
Department of Development

Lydia L. Mihalik
Director

Sign: E-SIGNED by John Carey
on 2026-06-29 07:13:09 EST

Print: John Carey

Title: GOA Director

Date: 2026-06-29 07:13:09

EXHIBIT I

Scope of Work

This Scope of Work contains the activities to be completed by Shawnee State University (the "**Grantee**") and incorporates by reference House Bill 96 of the 136th Ohio General Assembly, Sections 259.10 and 259.20, wherein funds were appropriated under item 195455 and described as APPALACHIA ASSISTANCE ("**HB96**"). In the event of a conflict between a term in this Scope of Work and any of the documents incorporated herein, the terms of this Scope of Work shall take precedence.

Shawnee State University
Scioto County, Ohio

1. Detailed Description of Work Being Performed.

Pursuant to HB96, Grantee has been allocated funding to support its Civic and Culture Program for Appalachia (the "**Program**").

Shawnee State University will lead the implementation of Activate Appalachia, a regional civic and culture initiative focused on expanding participation in the technology and entrepreneurship economy across southeast Ohio. SSU will scale proven entrepreneurship, innovation, and leadership programs developed through the Kricker Innovation Hub and the Lute School of Business to serve an 18-county service region. Programming will be delivered through a mix of in-person and virtual formats to ensure accessibility for rural communities and working adults working to break the cycle of poverty so families can be the best version of themselves.

Programming will integrate Appalachian cultural identity and place-based problem solving, strengthening both economic outcomes and civic confidence. Collectively, these efforts are designed to increase labor force participation, support new venture creation, reduce outward migration of working-age adults, and build a durable regional tech entrepreneurship ecosystem rooted in Appalachian pride and opportunity.

Target populations include K-12 students, unemployed and underemployed adults, incumbent workers facing displacement due to technological change, and early-stage entrepreneurs. Core activities include immersive small business bootcamps, startup competitions, technology accelerators, leadership development cohorts, and structured mentorship.

SSU will collaborate closely with regional higher education partners to align efforts, share instructional and convening capacity, and maximize regional reach. These partnerships will intentionally leverage the distinct strengths of each institution and build upon prior state investments and existing initiatives to avoid duplication and expand impact.

2. Project Metrics.

Program Reach and Participation

- Number of Appalachian Ohio participants served across all Activate Appalachia programs, disaggregated by program, county, and age group

- Number of Appalachian schools reached through Dare to Dream programming (Year 1 target: 16 high schools in the service region)

Entrepreneurship and Venture Creation

- Number of new startups launched by ShawneeXP cohort participants (Year 1 target: 4 companies started, 12 new jobs created)

- Number of new businesses or ventures launched by Ignite Small Business Bootcamp participants across Appalachian counties (Year 1 target: 8 county cohorts)

Leadership and Workforce Development

- Number of Appalachian Leadership Academy participants completing cohort training (Year 1 target: minimum 12 participants)

Regional Economic Momentum

- Number of Startup Weekend regional competitions hosted, and total participant teams formed (Year 1 target: 3 competitions — Portsmouth, Marietta, Athens)

- Number of early-stage Appalachian ventures receiving or applying for VC Fund support (Year 1 target: 1 qualified applicant)

3. Budget. Grantor hereby grants to Grantee funds in the aggregate amount not to exceed One Million and NO/100 Dollars ($1,000,000.00) to be utilized in the manner and amounts further described below:

Category	FY26 Amount	FY27 Amount
Operational and administrative expenses	$ 200,000.00	$ 200,000.00
Program expenses	$ 300,000.00	$ 300,000.00
FY 26 & FY27 TOTALS	**$ 500,000.00**	**$ 500,000.00**

Exhibit II

Reporting Requirements

Grantee shall submit to Grantor the reports listed below in an adequate and timely manner. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. **Progress Reports**. Grantee shall provide Progress Reports to the Grantor with any payment request. The Progress Report shall include a description of all work completed during the payment request period, beginning and end dates of work being reported, proposed tasks and objectives for the next payment request period/continued completion of the Project, and any recent significant events which have or will impede the timely progress/completion of the Project.

2. **Closeout Report**. Grantee shall submit a final progress report, on or before the Project End Date, setting forth the total expenditure of the Grant Funds, the total actual cost of the Project, a written summary of all work completed, Project benefits, summarization of the results of the project. The Closeout Report shall be signed and certified by the Project Manager.

3. Grantee shall retain all records, receipts, etc. for a period of three (3) years after the Project End Date of this Agreement. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of final closeout.

EXHIBIT III

Grant Administration Guidelines

Grantees receiving a state-funded grant award of less than $500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state- funded grant award.

Grantees receiving a state-funded grant award equal to or greater than $500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.

1. Single Audit: Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements.

   The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants. Single audits must be performed by an independent public accountant. Grantees must forward audits, as part of the reporting package, to the Federal Audit Clearinghouse within 30 days following its release by the audit firm, but no later than nine months following the Grantee's fiscal year end. The Grantee is required to notify Grantor within seven days following submission that the audit and reporting package were went to the Federal Audit Clearinghouse. The notification should be made to singleaudit@development.ohio.gov. The Grantee may also, but is not required, to include a copy of the audit report with the notification.

2. Grant Specific Audit: Grantee obtains an audit of a specific grant that is equal to or greater than $500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement.

   A grant specific audit must be performed by an independent public accountant.

   Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period. The audit can be sent via email to singleaudit@development.ohio.gov or mailed to the address above.

3. Audit Standards: Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.

Outlook

RE: SSU Scope of Work-Activate Appalachia

From Madison.Knight@development.ohio.gov <Madison.Knight@development.ohio.gov>
Date Thu 6/4/2026 9:18 AM
To Heather Craft <hcraft@shawnee.edu>
Cc Eric Braun <ebraun@shawnee.edu>; Kaci Foster <kfoster@shawnee.edu>; Randalyn Worley <rworley@shawnee.edu>; Craig Gilliland <cgilliland@shawnee.edu>; Aimee Welch <awelch@shawnee.edu>

Good Morning!

Yes, several grantees have asked. This is a "blanket agreement" for any special project within the department, so it is not limited to just these earmark agreements. Match is not a requirement of an earmark and that language is only relevant for projects that have the matching fund requirements.

Thanks,
Madison

Ohio Department of Development

Madison Knight
Office Manager, Governor's Office of Appalachia
77 South High Street
Columbus, Ohio 43215
614.674.1125
Madison.Knight@development.ohio.gov

Empowering Communities to Succeed

From: Heather Craft <hcraft@shawnee.edu>
Sent: Thursday, June 4, 2026 9:09 AM
To: Knight, Madison <Madison.Knight@development.ohio.gov>
Cc: Eric Braun <ebraun@shawnee.edu>; Kaci Foster <kfoster@shawnee.edu>; Randalyn Worley

<rworley@shawnee.edu>; Craig Gilliland <cgilliland@shawnee.edu>; Aimee Welch <awelch@shawnee.edu>
Subject: Fw: SSU Scope of Work-Activate Appalachia

Hi Madison,

During our review of the grant agreement, we noticed some language regarding match requirements under the Project Funding section:

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of Grant Funds, as set forth in Exhibit III. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. ***Grantee shall be required to contribute a minimum of twenty-five percent (25%) of the Grant Funds as matching contribution for the Project.*** *Grantee shall verify matching investment requirements by completing and submitting the Certification of Cash Match Form, in the form prescribed by the Grantor from time to time.*

It was our understanding that there were no match requirements with this funding. Are you able to offer any insight?

Thank you,

Heather Craft
Director, Grants & Sponsored Programs
740.351.3015

Shawnee State
UNIVERSITY

From: Eric Braun <ebraun@shawnee.edu>
Sent: Thursday, June 4, 2026 8:14 AM
To: Heather Craft <hcraft@shawnee.edu>; Randalyn Worley <rworley@shawnee.edu>; Craig Gilliland <cgilliland@shawnee.edu>
Cc: Aimee Welch <awelch@shawnee.edu>; Kaci Foster <kfoster@shawnee.edu>
Subject: FW: SSU Scope of Work-Activate Appalachia

Heather and Craig -

For review and execution. Need to expedite to draw FY26 funds.

EAB

From: Madison.Knight@development.ohio.gov <Madison.Knight@development.ohio.gov>
Date: Wednesday, June 3, 2026 at 12:48 PM

To: Kaci Foster <kfoster@shawnee.edu>
Cc: Aimee Welch <awelch@shawnee.edu>; Eric Braun <ebraun@shawnee.edu>
Subject: RE: SSU Scope of Work-Activate Appalachia

Good Afternoon,

Attached is the grant agreement for SSU's FY26-27 Earmark. Please review and fill out the project manager section on the first page. Once complete, please sign and send back the full document and I will start the signature process on our end.

Thanks!

Madison

Department of Development

Madison Knight

Office Manager, Governor's Office of Appalachia

77 South High Street

Columbus, Ohio 43215

614.674.1125

Madison.Knight@development.ohio.gov

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