

Memorandum of Understanding

between

County of Summit, Ohio
County of Summit Department of Job and Family Services and
County of Summit Department of Community and Economic Development

for Payment of Costs associated with Employment and Skills Counseling
and Training Opportunities funded through the
Workforce Investment Act Rapid Response Grant
and the National Emergency Grant

This Memorandum of Understanding ("MOU") is entered into the last date of signature below, by and between the County of Summit, Ohio, the County of Summit Department of Job and Family Services and the County of Summit Department of Community and Economic Development.

Whereas, federal funds are available through the State of Ohio's Workforce Investment Act ("WIA") Rapid Response Grant and the National Emergency Grant ("NEG") for the purpose of providing employment and skills counseling to displaced workers affected by layoffs at the Chrysler's Twinsburg Stamping Plant and the Plant's eventual closure and assist such workers in locating and securing new employment and/or training opportunities; and

Whereas, the Parties to this MOU acknowledge the federal funding for this Project is from the American Recovery and Reinvestment Act of 2009 ("ARRA") and agree to implement the project to be in compliance with ARRA's funding requirements; and

Whereas, the Parties to this MOU agree that the County of Summit Department of Community and Economic Development is a qualified provider of the aforementioned services; and

Whereas, the County of Summit, Ohio, the County of Summit Department of Job and Family Services ("SCDJFS") and the County of Summit Department of Community and Economic Development ("SCDCED") wish to enter into this MOU pursuant to which SCDCED will provide employment and skills counseling and training opportunities to displaced workers, which will be funded through the WIA Rapid Response Grant and the NEG (the "Project"); and

Whereas, SCDJFS as the recipient of allocations and grants from Ohio Department of Job and Family Services ("ODJFS") will serve as the fiscal agent for the Project and will provide SCDCED with equipment and space at leased facilities; and

Whereas, a plan detailing the Project has been filed with and accepted by ODJFS;

Now, therefore, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Services and Deliverables. SCDJFS is purchasing, and SCDCED shall deliver performance of, the services outlined on, and in accordance to, the scope of services set forth on Schedule A to this MOU.

2. Term and Termination. The term of this MOU shall be May 1, 2010 through June 30, 2011 ("Term"). SCDJFS may terminate this MOU immediately prior to the end of the Term upon written notice to SCDCED that funds under the WIA Rapid Response Program Grant or NEG are no longer available. Upon termination of this MOU, SCDCED shall immediately cease all activities relating to this MOU and deliver to SCDJFS all work in progress, all property of the County and all information and other materials received or developed under this MOU.

3. Reimbursement. SCDJFS shall reimburse SCDCED the costs associated to operate the Project including, but not limited to, employee wages, benefits, and additional expenses as set forth in Schedule B to this MOU. SCDJFS will make reimbursement upon the review and approval of monthly invoices that shall be submitted with all required documentation of expenses attached. All reimbursements will be paid within the requirements and guidelines of the WIA Rapid Response Grant and NEG governing the expenditure of funds.

4. Space. SCDJFS will provide SCDCED with space at the following leased facilities:

- a. Twinsburg Public Library, 10050 Ravenna Road, Twinsburg, Ohio 44087;
- b. The Job Center, 1040 E. Tallmadge Ave., Akron, Ohio 44310; and
- c. Other facilities as deemed necessary.

5. Equipment and Materials. SCDCED shall provide the equipment and materials as set forth Schedule C to this MOU. All equipment and materials shall remain the property of the County of Summit, Ohio and shall be returned to SCDJFS at the termination of this MOU. Any equipment or materials purchased by SCDJFS during the Term for use in the Project shall remain the property of the County of Summit and shall be returned to SCDJFS at the termination of this MOU.

6. Reports and Records. SCDCED shall maintain and provide to SCDJFS upon demand the following records and reports:

- a. Accounting and fiscal records adequate to enable SCDJFS or the County or the State of Ohio or any duly-appointed law enforcement agency to audit and otherwise verify that funds provided under this MOU are used for the purpose stated in this MOU.
- b. Other records and reports as required by the County to enable County to comply with local, State of Ohio and federal statutes and regulations.
- c. All records pertaining to this project shall be retained and made available for a minimum of three (3) years after SCDCED receives the last reimbursement pursuant to this MOU.

7. Amendment or Modification. This MOU may be amended or modified by the parties provided that any such amendment or modification makes specific reference to this MOU, is executed in writing and signed by a duly authorized representative of each party.

8. Integration. This MOU represents the entire and integrated agreement between the parties. This MOU supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this MOU.

9. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this MOU were taken and that the person executing this MOU is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.

10. Compliance with Applicable Laws. Each party agrees to comply with all applicable federal, state and local laws, orders, rules and regulations in its performance under this MOU.

11. Waiver. The remedies contained in this MOU will be cumulative, and additional to any remedies provided in law or equity. No waiver of a breach of any provision of this MOU will constitute a waiver of any other provisions.

12. Relationship of Parties. The parties agree that at no time shall the relationship between the parties under this MOU be construed, held out or considered a joint venture or principal-agent.

13. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws. Any litigation arising under this MOU must be litigated in the Akron Municipal Court of the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

14. Execution in Counterparts. This MOU may be executed in counterparts by the parties, and shall be effective on the latest date a counterpart is executed by a party.

(End of text. Execution on following page.)

Intending to be legally bound, the parties have entered into this Memorandum of Understanding for Payment of Costs associated with Employment and Skills Counseling and Training Opportunities as of the last date of signature below.

**COUNTY OF SUMMIT DEPARTMENT
OF JOB AND FAMILY SERVICES**

**COUNTY OF SUMMIT DEPARTMENT
OF COMMUNITY AND ECONOMIC
DEVELOPMENT**

By: Patricia L. Divoky, Interim Director

By: Connie Krauss, Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Anita L. Davis,
SCDJFS – Legal Counsel

Date: _____

COUNTY OF SUMMIT, OHIO

By: Russell M. Pry, Executive

Date: _____

APPROVED AS TO FORM:

Richard E. Dobbins
Director, Department of Law

Date: _____

General Scope

The Project will focus on the development of Transition Centers for dislocated workers with emphasis on providing comprehensive employment services to a significant population of dislocated workers from the auto industry in our region. Project staff will work closely with partners from the Ohio Department of Job and Family Services and other Job Center partners to assure that job seekers learn about and access all services that can help them to reach their workforce goals.

SCDJFS will provide the technical assistance and training necessary to ensure the Project is implemented as described in the grant plan submitted to the State of Ohio and that all Workforce Investment Act requirements for serving eligible persons as displaced workers are met.

Further, SCDJFS will identify and provide an employee to act as the Manager for the Project who will be available to SCDCED staff to provide guidance. The SCDJFS Manager will approve all purchases needed to implement the Project as outlined in the plan's budget including but not limited to, equipment purchases and Participant Supportive Service needs.

SCDCED will provide employment and skills counseling as well as access to training opportunities to displaced workers as defined by the Workforce Investment Act's ("WIA") Rapid Response and National Emergency Grants and assist them in locating and securing new employment. SCDCED will provide 3 Career Specialists, 1 Employment Relations Representative and 1 Job Seeking Skills Instructor/Assessment Coordinator operating out of locations in Twinsburg, Akron and other sites to be determined, who will provide the services set forth below.

The Employer Relations Representative will market and promote displaced employees using the Transition Centers to the employer community and provide On the Job Training contracts as well as direct placement services. At the close of Transition Center operations, the business relationships will transfer to local One-Stop systems.

Project Goals and Objectives

- SCDCE staff assigned to the project will work to achieve the following project goals and objectives by June 30, 2011:
- Provide core services to 1,240 participants.
- Provide Intensive services to 310 participants.
- Provide supportive services to 100 participants.
- On The Job Training Contracts - ("OJT") 25
- Individual Training Accounts ("ITA") - 25

SCHEDULE A

- Workshops, assessment and special events - Weekly workshops conducted by project staff will focus on helping dislocated workers become employable.
- Assessment will focus on helping workers identify skills and aptitudes.
- Job and Resource Fairs, 2 times each year.

Career Specialist

The Career Specialist will provide direct participant services from intake through job placement, working closely with displaced workers through scheduled appointments to provide care and direction in order to achieve their individual goals. The Career Specialist will:

- Provide labor market information, vocational, and career guidance to displaced workers.
- Assist displaced workers with training and job matching and placement.
- Provide counseling to displaced workers assist workers affected by job loss and/or barriers to employment.
- Assist displaced workers with identifying skills and developing appropriate vocational goals.
- Conduct initial assessment interviews of the displaced worker to determine client eligibility, job readiness and suitability for services.
- Make appropriate referrals of displaced workers for service, to a partner at The Job Center or other community resources.
- Work with displaced workers to develop an individual employment plan.
- Assess displaced workers and arrange for and coordinate the delivery of appropriate training supportive services and funding.
- Assist displaced workers in obtaining an ITA for the purpose of job training.
- Perform duties related to Sharing Career Opportunity and Training (“SCOTT”) and Ohio Means Jobs as required.
- Provide individual and group employment counseling to displaced workers.
- Maintain client files and data entry tracking for assigned caseload.
- Prescreen displaced workers in order to make appropriate job referrals.

SCHEDULE A

- Work closely with the Employer Relations Representatives regarding specific job development needs.
- Contact employers as necessary to develop job leads for displaced workers.
- Assist displaced workers in achieving vocational goals and maintaining self-sufficiency.
- Provide regular follow-up on job search activity.
- Maintain regular contact with service providers.
- Verify employment and prepare required documentation.
- Conduct follow-up and monitor activities with employers and displaced workers to insure job placement and retention.

Employment Relations Representative

The Employer Relations Representative will act as a liaison between the Career Specialists and employers for the purpose of marketing and providing services to employers and displaced workers. The Employer Relations Representative will:

- Visit employers in assigned territory to market services and solicit job opportunities for displaced workers and solicit employer participation in various activities including as workshop guest speakers and mock interviewers.
- Maintain employer files, on-going contact and labor market information.
- Coordinate pre-screening of job referrals with Career Specialists.
- Maintain knowledge of local and national labor market.
- Maintain knowledge of employment laws and policies.
- Maintain current status of referrals to employers in a timely manner.
- Develop, prepare and monitor on-the-job training contracts with employers.
- Attend employer association meetings to market business services.
- Conduct follow-up and monitoring activities with employers to ensure job placement and retention.

SCHEDULE A

- Provide information and assist employers with accessing displaced worker and training assistance.
- Meet with representatives of The Job Center and other community staff engaged in job development activity to share job availability information.
- Prepare all required job order information and logs.
- Participate in on-site outplacement activity as required.

Job Seeking Skills Instructor/Assessment Coordinator

- The Job Seeking Skills Instructor/Assessment Coordinator will perform various structured activities in a workshop environment to prepare clients to seek, obtain, and retain employment. The Job Seeking Skills Instructor/Assessment Coordinator will:
- Participate in new displaced worker orientation sessions; make appropriate service recommendations.
- Provide structured activities in a workshop environment to prepare displaced workers to seek, obtain, and retain employment.
- Design and/or revise workshop curriculum and instructional material and techniques on a regular basis.
- Develop and/or edit resumes, cover letters and other printed material related to job search activity for displaced workers enrolled in core registered or intensive services.
- Provide individualized technical assistance and counseling to address specific needs of displaced workers during the job search.
- Complete all necessary documentation of attendance and class activity and enter appropriate data into database.
- Conduct job search modules to provide information on individual topics related to job search activity.
- Assist displaced workers in developing a positive attitude regarding their job seeking abilities and coaching each participant through their workshop to promote confidence and motivation.
- Assist displaced workers in identifying transferable skills and coping with their job loss situation.

SCHEDULE B

Career Specialists- 3 Career Specialists@ \$16.00 per hour for 40 hours per week for approximately 61 weeks to provide case management, career counseling and job search assistance to job seekers.

Employer Relations Representative - 1 Employment Relations Representative@ \$24.36 per hour for 40 hours per week for approximately 61 weeks to conduct job development and training slots for program participants (serves all sites and stationed at Job Center).

Job Seeking Skills Instructor/Assessment Coordinator - 1 Job Seeking Skills Instructor/Assessment Coordinator @ \$16.00 per hour for 40 hours per week for approximately 61 weeks to to prepare clients to seek, obtain, and retain employment (stationed at The Job Center),

Salaries:

1	Career Specialist at Twinsburg Public Library	\$39,040.00 (max. 2,440 hrs.)
1	Career Specialist at The Job Center	\$39,040.00 (max. 2,440 hrs.)
1	Career Specialist at The Job Center, Twinsburg or an additional facility	\$39,040.00 (max. 2,440 hrs.)
1	Employment Relations Representative stationed at The Job Center but floating between all sites	\$59,438.40 (max. 2,440 hrs.)
1	<u>Job Seeking Skills Instructor</u> <u>/Assessment Coordinator</u> stationed at The Job Center	\$39,040.00 (max. 2,440 hrs.)

Total Salaries **\$176,558.40**

Payroll Related Expenses:

The Career Specialists, the Employment Relations Representative and the Job Seeking Skills Instructor/Assessment Coordinator will be County employees entitled fringe benefits which include the Ohio Public Employees Retirement System (“OPERS”), Worker’s Compensation Insurance, Medicare, Unemployment Insurance, Health Insurance and Life Insurance, which amount to costs that are approximately 40% of salary. This percentage as calculated on the above salaries for the Career Specialists, the Employment Relations Representative and the Job Seeking Skills Instructor/Assessment Coordinator, total an estimated \$70,623.36.