

RESOLUTION NO. 6-2024

Introduced by Sam Artino

A RESOLUTION RATIFYING SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES – OHIOMEANSJOBS ERIE COUNTY FOR ON-THE-JOB TRAINING WAGE REIMBURSEMENT RELATING TO NEWLY-HIRED POLICE OFFICER ERIC RITTER IN AN AMOUNT NOT TO EXCEED THIRTEEN THOUSAND AND XX/100 DOLLARS (\$13,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED THIRTEEN THOUSAND AND XX/100 DOLLARS (\$13,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron desires to seek grant funding from the Ohio Department of Job and Family Services – OhioMeansJobs Erie County for on-the-job training wage reimbursement relating to newly-hired Police Officer, Eric Ritter; and

WHEREAS, the City meets basic eligibility requirements for funding as it has hired a new Police Officer who will be completing Police Academy training while on-the-job; and

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from the Ohio Department of Job and Family Services; and

WHEREAS, the City of Huron must direct and authorize the City Manager, Matthew Lasko, to act as the Authorized Representative for the application and project, if awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON AS FOLLOWS:

SECTION 1. That the Council of the City of Huron hereby ratifies submission of a grant application to the Ohio Department of Job and Family Services – OhioMeansJobs Erie County to become eligible for potential funding assistance relating to on-the-job training wage reimbursement for newly-hired Police Officer, Eric Ritter in an amount not to exceed Thirteen Thousand and xx/100 Dollars (\$13,000.00).

SECTION 2. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Ohio Department of Job and Family Services for a grant in the amount not to exceed Thirteen Thousand and xx/100 Dollars (\$13,000.00), and which agreement shall be in substantially in the form on file with the Clerk of Council.

SECTION 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code

SECTION 4. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.



Mark Claus, Vice-Mayor

ATTEST:



Clerk of Council

ADOPTED: 23 JAN 2024





On-the-Job Training Agreement

Section 1: Purpose

This On-the-Job Training (OJT) Agreement is between **City of Huron / Huron PD**, hereinafter called the Employer and **OhioMeansJobs Erie County**, herein after called the One-Stop. Both parties agree to the terms and conditions set forth within this agreement. The agreement term commences on the date of last signature and terminates on **6/30/2024**, the dates of which may be amended or extended by signatures of all parties.

Section 2: General Terms and Conditions

Agreement Purpose

The purpose of this agreement is to establish the general terms and conditions under which the One-Stop may refer individual WIOA participants ("the Trainee") to the Employer to enable Workforce Innovation & Opportunity Act (WIOA) participants to take part in an OJT as that term is defined under the Workforce Innovation & Opportunity Act.

OJT Definition

In accordance with the WIOA section (101) (31), the term "on-the-job training" means training by an employer that is provided to a paid trainee while engaged in productive work. This training will:

1. Provide knowledge or skills essential to the full and adequate performance of the job;
2. Qualify for reimbursement to the employer of up to 50% of the wage rate of the Trainee, for the extraordinary costs of providing the training and additional supervision related to the training;
3. Limit the OJT contract period of time for a trainee to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the trainee, the prior work experience of the trainee, and the individual employment plan.

Training

1. The Employer agrees to employ the Trainee and develop a training plan for the OJT Trainee that includes competencies needed to be satisfactorily skilled in the OJT position.
2. Training plans for Trainee(s) will be signed by the Employer and the One-Stop and will become attached to and part of this contract before reimbursable costs can be incurred for each trainee.
3. The Trainee will be maintaining full-time employment, considered by the Area 7 Workforce Investment Board to be no less than 32 hours per week.

Fiscal

1. Employer may invoice the OhioMeansJobs Center midway through training and at the end of training in an amount not to exceed 50% wage reimbursement for Employer's extraordinary costs of providing training to the Trainee.
2. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract and that such records are subject to review,

- monitoring, and audit by the One-Stop System, the Area 7 Workforce Development Board, and the State and/or the federal government, at any time and without prior notice to the employer.
3. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
 4. Employer shall preserve all Trainee payroll records, fringe benefits, and personnel records for at least three (3) years after reimbursement is made for the cost of training.



Employer Assurances

1. Employer shall provide Worker's Compensation coverage for the OJT.
2. Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention.
3. Employer agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rates, including increases and benefits, as trainees or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, except when less than the normal rate is specifically allowed by section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law per WIOA sect. 181(a)(1)(A).
4. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws) per 29 CFR 37.38(b).
5. Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position.
6. Employer assures that they have not been debarred or suspended in regard to federal funding pursuant to 29 CFR Part 98.
7. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing per 20 CFR 663.730.
8. Employer certifies that no member of the OJT Trainee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Trainee's spouse per 20 CFR 667.200(g).
9. Employer assures that the OJT Trainee(s) will not be employed to carry out the construction, operation, or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship per 29 CFR 37.6(F).
10. Employer assures that the OJT Trainee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees 20 CFR 667.270

Additional Terms

The OJT Agreement is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of contract purpose. Such actions include, but are not limited to, withdrawal of WIOA funding by the United States Congress.

Section 3: Authorized Signatures

Employer	Collective Bargaining Unit	OhioMeansJobs
		
Signature	Signature	Signature
TERRY F. GRAHAM	BRIAN D. CLAYMAN	
Typed/Printed Name	Typed/Printed Name	Typed/Printed Name
CHIEF OF POLICE	FOP/REPRESENTATIVE	
Title	Title	Title
12-21-2023	12-21-2023	
Date	Date	Dat

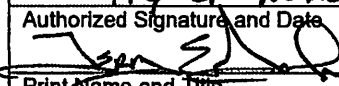
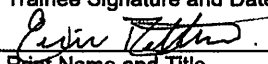
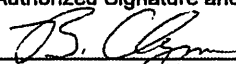
Ohio Department of Job and Family Services
ON-THE-JOB TRAINING PLAN
LOCAL WORKFORCE DEVELOPMENT AREA

Employer Name CITY OF HURON	Supervisor's Name TERRY E. GRAHAM CHIEF OF POLICE	
Employee/Trainee Name ERIC D. RITTER	Phone Number (419) (440) 371-2917 (PERSONAL) (419) 433-4114 (WORK)	
Position Title POLICE OFFICER/CADET	E-Mail RITTERERIC138@GMAIL.COM	
O*Net Code	Reimbursement Rate 50%	
Training Period From 07-24 to 7-24	Maximum Obligation \$ 423/week	
Starting Hourly Wage \$ 22.43	Amount for Training Payment \$	
Expected Hourly Wage at End of Training Period \$ 22.43	Amount for Retention Payment (if any) \$	
Hire Date 01-07-2024	Hours Per Week 40	Total Hours

Skills to be Learned	Starting Capability Date Scored:	Mid Capability Date Scored:	Ending Capability Date Scored:
THOROUGH KNOWLEDGE OF APPLICABLE FEDERAL, STATE, AND LOCAL LAWS RELATED TO LAW ENFORCEMENT	<input type="checkbox"/> Some skill <input checked="" type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained
THOROUGH KNOWLEDGE OF LAW ENFORCEMENT METHODS, PRINCIPLES, PRACTICES, AND PROCEDURES	<input type="checkbox"/> Some skill <input checked="" type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained
EXTENSIVE KNOWLEDGE OF SAFETY PRACTICES AND PROCEDURES	<input type="checkbox"/> Some skill <input checked="" type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained
GENERAL KNOWLEDGE OF MUNICIPAL GOVERNMENT STRUCTURE AND PROCESS	<input type="checkbox"/> Some skill <input checked="" type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained
SKILL IN THE USE OF AUTHORIZED FIREARMS	<input type="checkbox"/> Some skill <input checked="" type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained
GOOD INTERPERSONAL AND HUMAN RELATIONS SKILLS	<input checked="" type="checkbox"/> Some skill <input type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained
GOOD WRITTEN AND VERBAL COMMUNICATION SKILLS	<input checked="" type="checkbox"/> Some skill <input type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained
ABILITY TO CALCULATE FIREARMS, DECIMALS, AND PERCENTAGES	<input checked="" type="checkbox"/> Some skill <input type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained
ABILITY TO USE PERSONAL COMPUTER TO ENTER DATA AND PRODUCE REPORTS	<input checked="" type="checkbox"/> Some skill <input type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained
ABILITY TO OPERATE A MOTOR VEHICLE SAFELY AND EFFECTUALLY	<input checked="" type="checkbox"/> Some skill <input type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained
ABILITY TO UNDERSTAND AND CARRY OUT DETAINED ORAL AND WRITTEN INSTRUCTIONS	<input checked="" type="checkbox"/> Some skill <input type="checkbox"/> No skill	<input type="checkbox"/> Progress <input type="checkbox"/> No Progress	<input type="checkbox"/> Attained <input type="checkbox"/> Not Attained

Signature Page

Funding for training is authorized when OJT Training Plans are signed below by the Employer, the local workforce development area, the trainee, the Union (if applicable), and the ODJFS Trade Program (if applicable). All On-the-Job Training Agreement terms, conditions, and OJT Requirements, plus the Training Plan Instructions, apply to this Training Plan.

Employer <i>CITY OF HURON</i>	Local Workforce Development Area
Authorized Signature and Date  12-26-23	Authorized Signature and Date
Print Name and Title <i>TERRY E. GORMAN, CHIEF OF POLICE</i>	Print Name and Title
Staffing Agency, if any	Trainee <i>ERIC D. RITTER</i>
Authorized Signature and Date	Trainee Signature and Date 
Print Name and Title	Print Name and Title <i>ERIC DANIEL RITTER, CADET</i>
Union (if any) <i>FEDERAL ORDER OF POLICE</i>	
Authorized Signature and Date  12/28/2023	ODJFS Trade Representative
Print Name and Title <i>Brian Clayman, Detective</i>	ODJFS Trade Support Office – Signature / Date (if applicable)