

## **CITY OF OBERLIN, OHIO**

### **ORDINANCE NO. 22-57 AC CMS**

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SOCIAL EQUITY AND SKILLS DEVELOPMENT PROMISE PROGRAM AGREEMENT WITH THE LORAIN COUNTY COMMUNITY COLLEGE TO PROVIDE LAST-DOLLAR TUITION AND FEE ASSISTANCE TO OBERLIN RESIDENTS AND AUTHORIZING THE USE OF FUNDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021, AS AN EMERGENCY MEASURE.

WHEREAS, due to the COVID-19 pandemic, the national and local economy have been adversely impacted; and

WHEREAS, members of the Oberlin community with low to moderate income have been disproportionately impacted by the negative economic effects of the COVID-19 public health emergency; and

WHEREAS, rates of unemployment are particularly severe among workers with lower levels of educational attainment; and

WHEREAS, as the economy recovers, the negative economic effects of the pandemic may continue to impact households, including a risk of longer-term effects on the health, earnings and economic potential for members of the Oberlin community that have been impacted or disproportionately impacted by the negative economic consequences of the COVID-19 public health emergency; and

WHEREAS, the City of Oberlin is in receipt of funds granted under the American Rescue Plan Act of 2021, (“ARPA”) which may be used to mitigate the negative health, safety and economic impacts caused by the COVID-19 public health emergency.

WHEREAS, the ARPA’ s local recovery funding is intended to help communities rebuild in ways that secure economic stability and mobility for those most impacted by the COVID-19 public health emergency; and

WHEREAS, the Lorain County Community College, (“LCCC”) offers certain educational and vocational programs that qualify participants for degrees and certificates that will result in increased earnings, improved health and other life-long benefits.

WHEREAS, the provision of financial support for educational opportunities and vocational training to facilitate the mitigation of the negative economic impact upon members of the Oberlin community who have been impacted or disproportionately impacted by the COVID-19 public health emergency is consistent with the purposes for which ARPA funds have been appropriated and will further principles of social equity within the Oberlin community.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. That the foregoing findings of the Oberlin City Council are hereby affirmed and adopted as part of this Ordinance.

SECTION 2: That this Council finds and determines that the provision of educational opportunities and vocational training is consistent with the purposes for which ARPA funds have been appropriated and financial support for such opportunities and training will facilitate the mitigation of the negative economic impact upon members of the Oberlin community who have been impacted or disproportionately impacted by the COVID-19 public health emergency.

SECTION 3: This Council desires to authorize a pilot program with the Lorain County Community College under which the City will provide “last dollar” tuition and fee assistance as a means to mitigate the negative impact of the COVID-19 public health emergency upon affected members of the Oberlin community who seek to leverage certain educational and vocational training programs offered by LCCC.

SECTION 4: Council does hereby authorize the use of ARPA funds in the amount of Fifty One Thousand Dollars (\$51,000) to fund a pilot program with LCCC under which the City will offer “last dollar” tuition and fee assistance for certain educational and vocational programs.

SECTION 5. That the proposed Agreement between the City of Oberlin and LCCC, a copy being attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

SECTION 6. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: to facilitate necessary recruitment for access to educational and vocational opportunities to members of the Oberlin community who have been impacted by the COVID-19 public health emergency without delay, and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED:      1<sup>st</sup> Reading: September 19, 2022  
                         2<sup>nd</sup> Reading: \_\_\_\_\_  
                         3<sup>rd</sup> Reading: \_\_\_\_\_

ATTEST:



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BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL



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BRYAN BURGESS  
PRESIDENT OF COUNCIL

POSTED: 09/20/2022

EFFECTIVE DATE: 09/19/2022

**OBERLIN SOCIAL EQUITY AND SKILLS DEVELOPMENT PROMISE PROGRAM  
AGREEMENT  
BY AND BETWEEN  
THE CITY OF OBERLIN  
AND  
LORAIN COUNTY COMMUNITY COLLEGE**

This AGREEMENT entered into as of this 26th day of September, 2022, by and between the City of Oberlin, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio, (hereinafter referred to as "City") and Lorain County Community College, an Ohio institution of higher education (hereinafter referred to as "LCCC"). LCCC and the City shall be collectively referred to as the "Parties" and individually as the "Party."

**WITNESSETH THAT:**

WHEREAS, LCCC administers programs where students may earn certificates or degrees by completing courses that teach a variety of skills to help them enter the workforce in industries that are in-demand; and

WHEREAS, the City has created a Social Equity Provisional Plan in an effort to infuse social equity into all facets of Oberlin residents' lives; and

WHEREAS, the City desires to engage a community partner to engage Oberlin residents in earning certifications and college certificates that can build into degrees for personal and skill development of individuals living in Oberlin; and

WHEREAS, while LCCC and the City have set aspirational goals of creating a five-year initiative funding program to aid students with college tuition and fees expenses, the parties have committed to establish an initial pilot program ending October 30, 2023; and

WHEREAS, LCCC has made a proposal to the City to create a pilot program, which would exclusively provide "last dollar" tuition and fee awards to Oberlin residents to fill any tuition and fee gaps after all other funding sources have been applied (the "Program"); and

WHEREAS, the City is desirous of partnering with LCCC to establish the "Oberlin Social Equity and Skills Development Promise" for the Program; and

WHEREAS, the Oberlin City Council has authorized by ordinance, the Establishment of the City's partnership with LCCC to create the Program under this Agreement.

NOW, THEREFORE, the City and LCCC, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration and intending to be legally bound hereby, agree as follows:

1. Educational Training and Services and Eligible Expenses Funds. In accordance with

the Program requirements as stated in LCCC's proposal (attached as Exhibit A), the total Educational Training and Services Funds to be paid to LCCC shall not exceed \$51,000 for the Program's applicable time period, as stated in Section 3 below. LCCC shall use the Educational Training and Services Funds for eligible student tuition and fee expenses as stated below in Section 2 and Exhibit A. The Educational Training and Services Funds shall be paid to LCCC after each semester as outlined in Section 8 below.

2. **Use of Educational Training and Services Funds.** LCCC agrees that that the Educational Training and Services Funds shall be used solely for eligible tuition and fee expenses. Eligible expenses shall be tuition and fees expenses for Oberlin residents enrolled in LCCC's FastTrack classes, programs, and certificates as more fully described in Exhibit A.
3. **Time Period for the Use of Educational Training and Services Funds.** All Educational Training and Services Funds shall be allocated and used for eligible tuition and fee expenses incurred by students, who are Oberlin residents, for courses taken at LCCC between execution of this Agreement through October 30, 2023, ("Pilot Term"). Any expenses incurred before or after this period shall not be deemed to be eligible expenses for Educational Training and Services Funds.
4. **Compliance with Federal, State and Local Laws.** LCCC shall comply with all applicable federal, state, and local laws, regulations, and ordinances. In the event, that t LCCC's usage of the Educational Training and Services Funds are inconsistent with applicable state and/or federal laws or the provisions of this Agreement, LCCC shall within thirty (30) days of a written demand from the City, return and repay any portion of the Educational Training and Services Funds that have utilized in violation of this Agreement or any applicable laws.
5. **Appropriation of Funds.** Notwithstanding anything stated to the contrary herein, any extension of this contact is beyond the term of the Pilot Term shall be subject to Oberlin City Council appropriating sufficient funds each year. If Oberlin City Council fails to so appropriate funds, this contract shall terminate automatically without notice.
6. **Maintenance of Records.** LCCC shall maintain accurate written records, program statistical reports, accounting records, and any other documents that reflect all of LCCC's use of the Educational Training and Services Funds. These records must be sufficient to demonstrate that the funds have been used in accordance with federal, state, and local laws, and the terms of this Agreement. The City may at any time review the documentation to determine LCCC's conformance with the requirements of this Agreement and LCCC shall make available to the City, upon request, all records and documents in connection with this Agreement within a reasonable time. LCCC shall provide additional documentation if the City deems the existing documentation incomplete.
7. **Record Retention.** LCCC shall retain all records related to this Agreement for a period of six (6) years following the receipt of the Educational Training and Services Funds. These records, including materials generated under this Agreement, shall be subject at all reasonable times to inspection and review by the City, the Ohio Auditor of State, personnel duly authorized by the Ohio Auditor of State, and federal and/or state officials so authorized by law, regulation, or agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year

period provided in this Section, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

8. **Reports.** LCCC shall electronically submit reports to the City for each semester or at least three times per year that contain statistical data (such as number of students enrolled skill courses that utilize Educational Training and Services Funds, amount of Educational Training and Services Funds applied to students' tuition and other fees, the number of students who have received certificates and degrees through the Program, and any other information deemed necessary by the parties) about the Program and the use of the Educational Training and Services Funds. LCCC will also submit a written summary capturing any semester highlights and students' successes.
9. **Semester Invoicing and Payment.** LCCC shall electronically submit detailed invoicing by semester (Fall, Spring and Summer) to the City. Invoices shall detail the total amount due in connection with the Program, the number of students who received any Educational Training and Services Funds, the amount given/allocated to each eligible student in the Program, and the time period/semester for which the invoiced amounts are applicable to. Upon receipt of the invoice, the City shall pay the invoiced amount to LCCC within thirty (30) days.
10. **Public Records.** All documents and records comprising this Agreement, and all other documents and records provided to the City by LCCC, are deemed public records subject to disclosure under the Ohio Public Records Act, Ohio Revised Code § 149.011. The City may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Public Records Act or other law applies.
11. **Subcontracting.** None of the services, rights, or responsibilities under this Agreement shall be subcontracted without the prior written approval by the parties.
12. **Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that any actions regarding this Agreement or the work performed hereunder shall be brought in the Court of Common Pleas of Lorain County, Ohio. Each party consents to the exclusive jurisdiction of the Court of Common Pleas of Lorain County, Ohio, and hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Lorain County for any reason.
13. **Modifications.** No changes in, modifications, extensions, supplements to or discharges of this Agreement shall be valid or enforceable unless in writing and duly executed by the City and LCCC.
14. **Severability.** If any term or provision of this Agreement shall become or be declared by a Court of law to be invalid or unenforceable, the remainder of this Agreement and the

application of the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

15. Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.
16. Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.
17. Review by Counsel. Each party and its legal counsel have reviewed and approved this Agreement and any ambiguities will not be resolved against the drafting party.
18. Supersedes Previous Agreements. This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence, or other communications between the parties hereto relating to the subject matter hereof.

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**[SIGNATURE PAGE TO FOLLOW]**

19. Entire Agreement. This Agreement and all the attachments hereto contain the entire Agreement between the City and LCCC with respect to the project as stated herein. The City and LCCC agree that no representations or warranties shall be binding upon either party unless expressed in writing.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by LCCC and by the City.

**LORAIN COUNTY  
COMMUNITY COLLEGE**

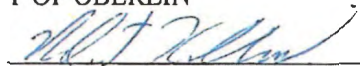
  
\_\_\_\_\_  
Signature

Jonathan M. Volpe  
\_\_\_\_\_  
Print Name

VP Administrative Services/Treasurer  
\_\_\_\_\_  
Title

9/26/2022  
\_\_\_\_\_  
Date

**CITY OF OBERLIN**

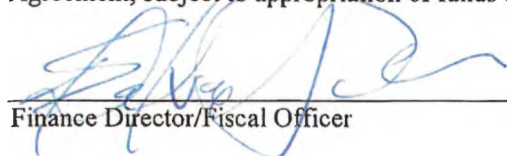
By:   
\_\_\_\_\_

Robert Hillard, City Manager  
CITY OF OBLERIN  
Approved as to form:

  
\_\_\_\_\_  
Jon D. Clark, Law Director

**FINANCE DIRECTOR'S CERTIFICATION OF FUNDS**

I hereby certify that there is in the Treasury of the City of Oberlin, State of Ohio, to the credit of the City's American Rescue Plan Act Fund, and not appropriated for any other purpose and/or in the process of collection, as required by law, the sum of Fifty One Thousand dollars and zero cents (\$51,000.00) to pay the cost of the attached Agreement, subject to appropriation of funds by Oberlin City Council.

  
\_\_\_\_\_  
Finance Director/Fiscal Officer

9/22/22  
\_\_\_\_\_  
Date



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# Oberlin Social Equity and Skill Development Promise

*a social equity and skills development initiative*

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## OBERLIN SOCIAL EQUITY AND SKILL DEVELOPMENT PROMISE

### Social Equity and Skill Development Proposal for the City of Oberlin

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#### Proposal Overview

Lorain County Community College (LCCC) works collaboratively with the City of Oberlin, state, county, and nonprofit partners to help fulfill the City's Social Equity Plan with the goal of residents earning college credit, industry-recognized credentials, certificates, and degrees and being inclusive to all.

The Oberlin Social Equity and Skill Development Promise offers certifications, courses, and short-term college certificates that can build into associate and bachelor's degrees for Oberlin City residents. LCCC program coordinators and advisors are skilled in providing enhanced student wrap around services to ensure students and families are supported while training and transitioning into new careers. Employers are engaged throughout the programs and are active in providing internships, clinicals, interviews and resume reviews.

State, federal and employer-based funding will be applied first to support tuition and fees for participating Oberlin residents. Oberlin Social Equity and Skill Development Promise funds will then be applied as a last dollar scholarship to fill any gaps in funding.

#### Eligibility Requirements

Participants need to:

Be an Oberlin resident

Be 17 years or  
older

Have earned a High School Diploma or High School Equivalency Diploma (i.e. GED)\*

*\*Individuals without a diploma will enroll in LCCC's free Aspire/GED program or 22+ Adult Diploma program first.*

Below is a list of current LCCC FastTrack\* programs:

## Eligible 16-Week or Less Programs\*

### Health Care Programs

#### Credit Programs

- Emergency Medical Technician
- Healthcare Technology
- Medical Coding
- State Tested Nursing Assistant

### Business Programs

#### Credit Programs

- Accounting Clerk with QuickBooks
- Customer Service
- Guest Services in Hospitality
- Pre-License Real Estate Sales Agent

#### Non-Credit Programs

- Project Management Program

### Information Technology Programs

#### Credit Programs

- Business IT Fundamentals
- Computer Diagnostics and CompTIA A+ Cert Prep
- Computer Networking & CompTIA
- CIS - Software Development
- CIS - Web Design Fundamentals
- CPA C++ Certified Associate Programmer
- Information Security for Business
- Python Certified Associate In Programming (PCAP)
- Certified Ethical Hacker (CEH)
- Certified Information Systems Security Professional (CISSP)
- Web Design Fundamentals
- Web Programming Fundamentals

### Manufacturing Programs

#### Credit Programs

- Electronics Fabrication
- Industrial Safety Technology/Technician
- Mechatronics technology – Micro-Electromechanical Systems
- Manufacturing Foundations
- Machining Technician
- Robotics Operator
- Welding Technology and AWS-3F Certification
- Welding Technology – Basic Welding
- Welding Technology – Welding & Visual Inspection

#### Non-Credit Programs

- Additive Manufacturing
- Assembly
- Engineering
- Machining
- Maintenance
- Quality

\*FastTrack program list is subject to changes.

## Eligible Two Semester (32 Week) Programs\*

### Business and Entrepreneurship

- Accounting– Bookkeeper I
- Accounting Bookkeeper II
- Accounting– Payroll Clerk
- General Business Administration
- Government/Not-for-Profit Accounting Specialist
- Real Estate
- Tax Specialist

### Computers and IT

- Blockchain Bootcamp I- Blockchain System Architect
- Blockchain Bootcamp II- Blockchain Developer
- Computer Maintenance & Networking
- Cyber Security Bootcamp I- Cyber Security Specialist
- Digital Forensics and CompTIA+ Security Certification Preparation

- Network Administration
- Network Security Foundations

### Education

- Early Childhood Education

### Engineering and Manufacturing

- Computer Aided Design
- Computer-Aided Machining/Manufacturing Processes
- Construction and Renovation Tradesman
- Entry-level Machining Technician
- Environmental Safety
- General Technician
- Industrial Electrical Technician
- Industrial Internet of Things
- Industrial Mechanical Technician
- Maintenance Technician
- Manufacturing Foundations

### Right Skills Now

- Welding Technology- Advanced Welding
- Welding Technology- Gas Metal Arc Welding
- Welding Technology- Welding

### Health and Wellness

- Health & Wellness Coaching and Promotion
- Phlebotomy
- Sterile Processing

### Human/Social Services and Public Safety

- Addiction Counselor
- Success Coaching and Mentoring

### Science and Mathematics

- Specialty Crop Growers

\*FastTrack program list is subject to changes.

## Fast-Track to Employment Programs

### **Partner Responsibilities**

Lorain County Community College will:

- Provide a program team to foster a personalized approach.
- Apply all other funding sources prior to applying Oberlin Social Equity and Skills Development Promise Funds.
- Ensure 100% of Oberlin Social Equity and Skill Development Promise Funds are used for tuition and fees for participants; no administrative costs.
- Provide detailed invoicing, reporting and metrics tracking provided to City of Oberlin.

City of Oberlin will:

- Connect LCCC and students to Oberlin employers.
- Provide funding of up to \$51,000 from November 1, 2022 to October 30, 2023; after all other sources are applied.

Together we will:


- Recruit, market, and outreach to Oberlin residents regarding the Oberlin Social Equity and Skill Development Promise opportunity for education and training.

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**[SIGNATURE PAGE TO FOLLOW]**



The signatures below signify that this proposal is accepted and agreed upon by both parties for a pilot project through October 30, 2023 with the ability to work together as partners to adjust and modify based upon needs and opportunities that are identified in the course of the project period. After the project period, the City of Oberlin and Lorain County Community College will determine whether to renew or renew with modifications.

Rob Hillard	Jonathan M. Volpe
City Manager	Vice President of Administrative Services/Treasurer
City of Oberlin	Lorain County Community College
69 South Main Street	1005 N Abbe Road
Oberlin, Ohio 44074	Elyria, Ohio 44035
(440) 775-7206	(440) 366-4051
<a href="mailto:RHillard@CityofOberlin.com">RHillard@CityofOberlin.com</a>	<a href="mailto:jvolpe@lorainccc.edu">jvolpe@lorainccc.edu</a>
Date: 9-21-2022	Date: 9/26/2022
X 	X 