

By-Law #1989-7

Being a By-Law to authorize the execution of an agreement between the Corporation of the Village of Cobden and the Ministry of Community and Social Services to provide an employment opportunity for Connie Etmanskie under the Social Services Employment Program.

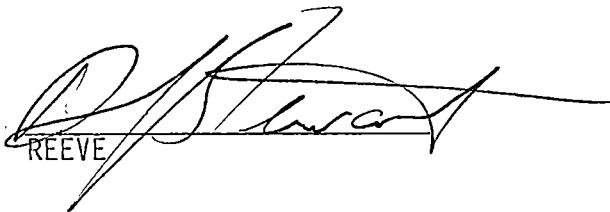
WHEREAS, The Village of Cobden and the Ministry of Social Services have agreed to supply services as detailed in Schedule "A" attached,

AND WHEREAS, the Village deems it necessary to enter into and execute such an agreement,

NOW THEREFORE, the Corporation of the Village of Cobden enacts as follows:

1. That the Reeve and Clerk be, and they are hereby authorized to execute the agreement hereto attached and marked as Schedule "A" to this by-law and to affix thereto the Corporate Seal,
2. This by-law shall come into force and take effect retroactive to April 17, 1989.

Read a first, second and passed on the third reading this 17, day of May, 1989.


REEVE


CLERK-TREASURER

THIS AGREEMENT made in duplicate

B E T W E E N :

HER MAJESTY THE QUEEN in right of Ontario as represented by the Minister of Community and Social Services

(hereinafter referred to as "Ontario")

OF THE FIRST PART

- and -

MUNICIPALITY OF COBDEN
P.O. Box 40
Cobden, Ontario KOJ 1K0

(hereinafter referred to as "the Agency")

OF THE SECOND PART

WHEREAS Ontario and the Agency provide social services pursuant to the Ministry of Community and Social Services;

AND WHEREAS Ontario is further authorized pursuant to the provisions of Section 8 of the Ministry of Community and Social Services Act to enter into agreements respecting the provision of social services and community services;

AND WHEREAS the Agency has agreed with the assistance of Ontario to provide an employment opportunity for clients of the Social Services Employment Program II under the Employability Agreement.

THEREFORE THE PARTIES agree as follows:

1. PROGRAM AND STAFFING:

The Agency agrees to provide employment opportunities in accordance with the description attached as Schedule "A" to this agreement and in accordance with the policies and requirements of the Ministry of Community and Social Services and to provide staff as outlined in Schedule "B".

2. CONSULTATION:

The agency agrees that any staff hired by the Agency pursuant to this agreement will, upon request be available for consultation with Ministry staff.

3. MINISTRY INSPECTION:

The Agency will permit Ministry staff to enter at reasonable times any premises used by the Agency in connection with the employment opportunity provided pursuant to this agreement in order to:

- a) observe and evaluate the employment opportunity and
- b) inspect all records relating to the employment opportunity provided pursuant to this agreement.

4. REPORTS:

The Agency will maintain proper employment records and prepare and submit, upon the request of Ministry staff a comprehensive report respecting the employment opportunity being provided pursuant to this agreement. The report will be in a form acceptable to Ministry staff.

5. FINANCIAL RECORDS:

5.1 The Agency will maintain proper financial records and books of account respecting the employment opportunity provided pursuant to this agreement and will allow Ministry staff to inspect and audit said books and records at all reasonable times both during the term of this agreement and subsequent to its expiration or termination.

5.2 The Agency will, upon request, submit to Ontario an audited financial statement with respect to the employment services provided pursuant to this agreement.

6. CONFIDENTIALITY:

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person or agency at any time either during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document, except where required by law.

7. CONSENTS:

The Agency agrees to obtain in writing all consents or oaths which may be necessary to the provision of services pursuant to this agreement.

8. CONSIDERATION:

8.1 Ontario will pay to the Agency, for expenditures incurred pursuant to this agreement, an amount not to exceed the amount stipulated in the approved budget attached as Schedule "C" for the period specified in said budget. Any monies so paid will be applied in accordance with the approved budget. Ontario reserves the right to determine the amounts, times and manner of such payments.

8.2 It is understood that the payments made pursuant to this agreement are not to be included and do not form a part of the approved budget for the fiscal year and does not expand the budget base for purposes of computing annual increases.

9. TERM:

This agreement will be in force for the period set out in Schedule "C" unless it is superseded or replaced by a subsequent agreement or until it is terminated by either party by giving sixty (60) days written notice. In the event of termination, the Agency will refund forthwith to Ontario any monies advanced by Ontario and not expended in accordance with the approved budget.

10. INDEMNIFICATION:

The Agency will, both during and following the term of this agreement, indemnify and save harmless Ontario from all costs, losses, damages, judgements, claims, demands, suits, actions or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Agency, its directors, its officers, employees, agents or volunteers in connection with the employment opportunity provided, purported to be provided or required to be provided by the Agency pursuant to this agreement.

11. INSURANCE:

The Agency will obtain and maintain in full force and effect during the term of this agreement comprehensive general liability insurance acceptable to Ontario in an amount of not less than \$500,000 per occurrence in respect of the services provided pursuant to this agreement.

The insurance policy shall;

- a) include as an additional insured "Her Majesty the Queen in right of Ontario as represented by the Ministry of Community and Social Services" by the Agency pursuant to this agreement;
- b) contain a cross-liability clause, endorsement; and
- c) contain a clause including liability arising out of contract or agreement.

12. NON-ASSIGNMENT:

The Agency will not assign this agreement, or any part thereof, without the prior approval of Ontario, which approval may be withheld by Ontario in its sole discretion or given subject to such terms and conditions as Ontario may impose.

13. SCHEDULES:

All the terms and conditions of Schedules "A", "B", and "C" are incorporated into this agreement except where they are inconsistent with this agreement. This agreement and the attached Schedules embody the entire agreement and supercede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.

IN WITNESS WHEREOF this agreement has been executed under seal by the Area Manager on behalf of Ontario and on behalf of the Agency by its proper signing officers.

SIGNED, SEALED AND DELIVERED)
on the 1st day of May)
19 89)
in the presence of:)

Ethel Sandmy)
Witness To Ministry's)
Signature)

REVIEWED
.....
TECHNICAL CO-ORDINATOR

_____)
Witness to Agency's)
Signature)

_____)
Witness to Agency's)
Signature)

[Signature])
On behalf of the Ministry of)
Community and Social Services)

AGENCY:)
By: [Signature])

By: [Signature])

(Affix corporate seal)

SCHEDULE "A"

PROGRAM DESCRIPTION

SOCIAL SERVICES EMPLOYMENT PROGRAM II

1. In recognition of the difficulty experienced by long term social assistance recipients, primarily single parents, the Ministry of Community and Social Services is introducing a program to enable job ready clients to obtain entry level employment with community agencies and municipalities for a limited period of time. It is anticipated that this job experience may lead to full-time permanent employment with that agency, or that it will assist in the search for a permanent job.

2. TARGET GROUP:

This program is primarily designed to serve single parents and the disabled in receipt of social assistance.

3. PROGRAM COMPONENTS:

Selected job ready clients will be made available to social service agencies and municipalities for entry level employment for a 6 - 12 month period.

Jobs will be accessed via employment preparation programs (e.g. ESI, municipal and community agencies, employment preparation programs, Vocational Rehabilitation Services and Income Maintenance Workers).

4. SELECTION OF CLIENTS:

The program is to serve job ready clients. Appropriate clients will be screened by the existing employment support programs. These may include ESI projects, municipal and community employment preparation projects and Vocational Rehabilitation Services and Income Maintenance Workers. In the absence of employment support programs, case workers may be identified as the referral agent.

5. SELECTION OF JOB PLACEMENTS:

Agencies and municipalities interested in participating in this program as employers will be asked to submit proposals and job descriptions to their Area Manager. Program Supervisors will be responsible for determining the appropriateness of the proposal in the context of the overall agency operation and budget, and if deemed appropriate, will notify the agency of the acceptance of the proposal. The proposal will then be forwarded to the appropriate staff and programs.

6. SELECTION OF SUCCESSFUL CANDIDATES:

Employment proposals will be brought to the attention of job ready clients who will then decide whether or not to make applications. Agencies will make their own selection from the available applicants.

7. LENGTH OF EMPLOYMENT:

The period of employment under this program is not to exceed a total of 12 months for clients.

8. SALARY:

Agencies will be expected to pay competitive salaries at the entry level.

9. FUNDING:

The Ministry will subsidize the full cost of salary and benefits during the first six months of employment. During the second six months, regular cost sharing arrangements will apply with agencies making the ordinary contribution to cost. If the client is successful in obtaining a regular job with the agency or some other organization, then the agency may obtain a new (client) employee for 12 months with the same cost sharing arrangements.

SCHEDULE "B"

AGENCY PROPOSAL

SOCIAL SERVICES EMPLOYMENT PROGRAM II

Agency: Village of Cobden

Address: P.O. Box 40
Cobden, Ontario K0J 1K0

Telephone: 646 2282

Contact Person: Wendy Stone, Clerk Treasurer

Type of Program: Social Services Employment Program

Supervision:

Position: Clerk/Typist

Duties: Typing
Filing
Book-keeping
Photocopying
Answering Phones
Dealing with the public
Payroll
General Office duties

Qualifications: Typing
Office experience
Grade 12 education (Minimum)
Pleasant personality

Salary: \$15,000 maximum

SCHEDULE "C"

BUDGET

SOCIAL SERVICE EMPLOYMENT PROGRAM II

SALARY:

CLERK/TYPIST	\$15,000 (maximum)	
Benefits	\$ 1,800	
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Total Salary and Benefits	\$16,800	\$ 16,800

PROVINCIAL SUBSIDY:

First 6 Months at 100%	\$ 8,400	
Second 6 Months at 80%	\$ 6,720	
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Total Provincial Subsidy (Maximum)	\$15,120	\$ 15,120

(Cost to Agency \$ 1,680.)

For the Period: April 17, 1989 - April 16, 1990

Employee: Connie Etmanski Legal Agreement # X01