

Franklin County, Ohio

First Source Policy Statement & Guiding Principles

FIRST SOURCE offers benefits to...

EMPLOYERS by providing access to a supply of qualified job applicants. **FIRST SOURCE** provides recruitment opportunities, development opportunities and support for qualified applicants to meet workforce needs of EMPLOYERS. **FIRST SOURCE** is also an efficient, business friendly and flexible mechanism for EMPLOYERS to coordinate with internal human resource processes.

THE PUBLIC by leveraging tax incentives to create quality employment opportunities for those most in need in our community. **FIRST SOURCE** allows the PUBLIC to develop a strong, viable workforce to meet the community's employment needs.

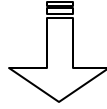
JOB SEEKERS by providing employment opportunities for qualified low to moderate-income individuals. **FIRST SOURCE** provides comprehensive recruitment opportunities, assessment, training, prescreening, interviews and employment supports to a wide range of persons.

FIRST SOURCE strives to....

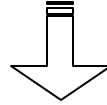
- ✍ Provide realistic expectations that reflect current business practices.
- ✍ Be as fair and equitable as possible across agreements.
- ✍ Focus on the success of the employer's company.
- ✍ Use friendly forms and documents.
- ✍ Be timely, responsive and a streamlined process.
- ✍ Establish non-punitive agreements.
- ✍ Provide fair and constructive performance remedies.
- ✍ Establish non-intrusive disclosure and reporting requirements.
- ✍ Adhere to non-disclosure of confidential information.
- ✍ Be a balanced emphasis on the success of both the employer and the employee.
- ✍ Be a value added service to both the employer and the employee
- ✍ Elicit the involvement of the community-wide referral network.
- ✍ Be the **FIRST SOURCE** for meeting employment and workforce needs for both the community and businesses throughout Central Ohio.
- ✍ Provide Job Seekers with access to training, skills development and career opportunities.

TEN STEPS TO FIRST SOURCE...

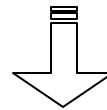
1 JFS informs Employer about First Source goals, roles, responsibilities, processes and procedures.



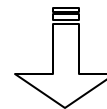
2 Employer designates a single point of contact to communicate with JFS.



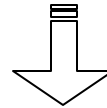
3 Opened Covered Position job orders submitted to JFS using agreed upon announcement format.



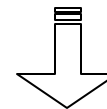
4 JFS will send qualified applicants for interviews within 10 business days.



5 Employer will interview referred JFS applicants for opened covered positions.



6 Employer will give serious consideration towards hiring First Source JFS referred individuals.

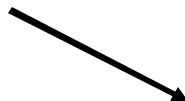


7 Employer submits quarterly hiring and termination reports to JFS.



8 Employer meets 50% aspirational hiring goal committed to in First Source Agreement.

8 JFS will notify Employer upon verification of violation of the provisions of First Source Agreement.



9 JFS will report to CED the success of Employer in following First Source Agreement or failure of Employer to cure violations of the First Source Agreement.



10 Employer will converse with JFS or CED about questions, comments & concerns of First Source Program.

Community & Economic Development Tax Incentive Agreement Application Process

1. Prior to taking any action towards granting a tax incentive, the applicant must submit a signed and completed Enterprise Zone or Community Reinvestment Area Application. This application is available via the electronic website or by requesting one from the Department of Community and Economic Development Office (CED).
2. Upon receiving a completed application, CED will lead negotiations of the terms of tax incentive agreement with the applicant. It is at this time, that local jurisdictions and school board will be notified of the request for tax incentives.
3. In conjunction with the activities above, the applicant will also negotiate the terms of the required First Source Hiring Agreement (FSA) with the Department of Job and Family Services (JFS) including submitting schedules A & B for exempted and covered positions.
4. Upon completion of negotiations both the Employer and Department of Job & Family Services will sign the completed First Source Agreement.
5. Once the FSA has been completed and negotiations on the terms of the tax incentive to be granted have been determined the applicant will sign the completed Tax Incentive Agreement.
6. The final step is the approval of the Tax Incentive Agreement by Franklin County Board of Commissioners. The Department of Community & Economic Development will provide all necessary information to the Board of Commissioners.
7. The Department of Community & Economic Development will send the agreement to the State of Ohio for certification and upon positive verification from the State will send a transmittal letter to the applicant completing the process.
8. Those granted an agreement must comply with all state and local reporting requirement. This reporting includes information requested by both CED and JFS. The State of Ohio requests information as well on an annual basis. All entities granted an agreement for tax incentives must comply with these requests.

FRANKLIN COUNTY FIRST SOURCE AGREEMENT

This First Source Agreement for recruitment, referral and placement is between Franklin County (COUNTY) and _____ (EMPLOYER). Under this First Source Agreement, EMPLOYER will use the Franklin County Department of Job and Family Services (FCDJFS), as its first source for recruitment, referral and placement of personnel in Covered Positions. Except as otherwise provided herein, all references to obligations and benefits under this Agreement shall be considered those obligations and benefits of FCDJFS.

I. PURPOSE

- A. The COUNTY and EMPLOYER wish to assure continuing employment opportunities for COUNTY residents who are unemployed or underemployed.
- B. The COUNTY wishes to promote the recruiting, preparation, training and pre-screening of job candidates by local agencies in order to meet the needs of local businesses for qualified workers, thus contributing to a healthy climate for business growth in the COUNTY.
- C. The COUNTY has designated Franklin County Department Job and Family Services (FCDJFS) as the entity to administer recruitment, referral and monitoring/reporting for its First Source Agreements. In carrying out its role as the COUNTY's First Source administrator, FCDJFS will be collaborating with a partnership network of community agencies to meet EMPLOYER's needs for qualified applicants.
- D. The EMPLOYER wishes to promote the recruiting, preparation and pre-screening of job candidates by local agencies in order to help satisfy the Employer's own need for qualified workers. EMPLOYER wishes to use FCDJFS as its first source for recruitment, referral, and placement of employees.
- E. EMPLOYER wishes to apply for a Property Tax Exemption through the Enterprise Zone program authorized by the County and the State of Ohio. In consideration for this assistance, EMPLOYER must enter into a First Source Agreement.
- F. This First Source Agreement shall take effect on the day the EMPLOYER signs the tax exemption agreement with the COUNTY and shall be in full force and effect until the end of the tax exemption.
- G. The EMPLOYER agrees to use FCDJFS as its first source in the recruiting and referral of qualified applicants for EMPLOYER's Covered Positions under this First Source Agreement.

II. SCOPE OF UNDERSTANDING

- A. Exempt Positions are those which are not subject to this First Source Agreement, as described herein. Exempted positions are listed in Schedule A.
- B. Covered Positions are all negotiated positions offering regular or long-term jobs that provide employment thirty hours or more per week subject to First Source procedures as outlined in this agreement. Covered Position openings include all EMPLOYER'S job openings, at the applicable project site, in the COUNTY which are open for external recruitment as a result of expansion of EMPLOYER'S work force, internal promotions, transfers, terminations and retirements. Covered positions are listed in supplied Schedule B.
- C. Continuously Open Positions are those that routinely remain open for an uninterrupted length of time. Some of these positions may or may not be considered Covered Positions. Continuously Opened Positions are also indicated in Schedule B.
- D. Newly Created Position Titles are those determined after submittal of Schedule A and B. These positions are subject to negotiation.
- E. Numerically Sufficient means that FCDJFS will provide a minimum of 2 prescreened interviewees per opened Covered Positions posted by EMPLOYER.
- F. Regular or long term jobs will be defined as those payroll positions 150 days or more in duration. Jobs lasting less than 150 days will be considered temporary.
- G. Internal Hires are those positions filled by EMPLOYER'S regular employees by internal promotion, transfer, or recall of a laid off employee.
- H. Aspirational Goal is the agreed upon expectation of 50% or better hiring rate for each consignment of open covered position employment with referred FCDJFS applicants. Employers shall reach this aspirational goal in conjunction with the First Source Hiring Agreement and FCDJFS.
- I. Schedule A refers to the submitted list of all Exempted Positions not applicable under this First Source Agreement.
- J. Schedule B refers to the submitted list of all Covered Positions to be attached to the First Source Agreement.

III. NOTIFICATION, RECRUITMENT, REFERRAL, AND HIRING

- A. EMPLOYER shall notify FCDJFS of its projected hiring schedule and other relevant job information as soon as it becomes available. In the notification, EMPLOYER will provide information to FCDJFS about anticipated hiring needs, hiring schedule, job

qualifications, company policies and procedures and any other information that might be helpful in identifying and/or preparing qualified applicants. The purpose of the notification is to provide FCDJFS, and its partnership network of community agencies, a timely opportunity to prepare qualified applicants for EMPLOYER. These procedures will be followed for all Covered Position job openings.

- B. EMPLOYER shall interview applicants for covered positions exclusively referred through FCDJFS, except for internal hires and promotions. EMPLOYER shall use a designated tool(s) for notifying FCDJFS of job postings and refer all applicants to FCDJFS for application purposes.
- C. Positions filled by internal promotions or recall of laid off employees on recall status or return of employees from leave of absence will not be subject to the terms of this Agreement.
- D. FCDJFS shall refer qualified applicants to EMPLOYER within 10 business days of EMPLOYER notification to FCDJFS of position availability except in the case of continuously opened positions as described in Section IV. The ten (10) day business period starts upon the positive verification that FCDJFS has received a completed job order.
- E. If, after 10 business days, FCDJFS has not referred a pool of applicants that is either numerically sufficient or is qualified for positions, EMPLOYER may utilize other means for filling position. Prior to utilizing other means for filling covered positions, EMPLOYER will notify FCDJFS, via written or electronic means. Notification will include reasons for which EMPLOYER has deemed FCDJFS referrals inappropriate.
- F. If FCDJFS determines it is unlikely to be able to provide sufficient applicants to fill openings for which EMPLOYER has given notice, FCDJFS may authorize EMPLOYER to recruit independently for such positions.
- G. EMPLOYER will give serious consideration to hiring First Source applicants screened and referred by FCDJFS. EMPLOYER agrees to an aspirational goal of filling 50% of its Covered Position openings with First Source applicants referred by FCDJFS. If 50% or more of the Covered Position openings are filled by First Source applicants referred by FCDJFS, EMPLOYER may advertise and interview at will for the remainder of those openings.
- H. FCDJFS shall not be responsible for an applicant's actions taken during any portion of the referral or employment process. EMPLOYER assumes full responsibility for its dealings with all First Source applicants that are referred by FCDJFS and hereby releases the COUNTY and FCDJFS from any liability for actions of applicants that are hired.
- I. Nothing within this Agreement overrides EMPLOYER standards and terms for

employment as set by EMPLOYER personnel policies and procedures. Neither employees from this targeted population nor any other employee hired under this First Source Agreement shall have special or additional rights arising from this First Source Agreement.

- J. Consistent with FCDJFS commitment to quality of referrals that are in alignment with EMPLOYER expectations, EMPLOYER will designate an internal liaison as the single point of contact for providing guidance, direction, customer satisfaction and feedback to FCDJFS (or designee) staff's customization of a recruitment and referral pipeline for EMPLOYER First Source Agreement covered positions. EMPLOYER will keep FCDJFS up to date on all changes of single point of contact and submit revised contact lists with quarterly reports.
- K. At EMPLOYER'S request, FCDJFS will provide EMPLOYER with information on FCDJFS'S partnership network of community agencies, marketing, recruiting, screening and referral practices used in connection with this First Source Agreement and, as needed or at EMPLOYER'S request, will familiarize EMPLOYER with FCDJFS administrative practices.

IV. CONTINUOUSLY OPEN POSITIONS

- A. EMPLOYER will keep FCDJFS informed of the Continuously Opened Positions hiring schedules.
- B. FCDJFS and EMPLOYER will mutually agree upon a compatible referral process for Continuously Opened Positions.
- C. EMPLOYER must follow all other procedures and policies set forth in this First Source Agreement except Section III parts D and E.

V. REPORTING

- A. EMPLOYER agrees to alert FCDJFS when an employee referred through the First Source process is in need of improvement and/or in jeopardy of termination. This will provide FCDJFS or the partnership network of community agencies the opportunity to offer guidance to the individual helpful to her/him retaining employment.
- B. Reporting shall be done quarterly beginning the first quarter after this First Source Agreement goes into effect. EMPLOYER shall submit reports within 15 business days following the end of each calendar quarter.
- C. EMPLOYER shall have web enabled/Internet capabilities for purposes of reporting. All reporting shall be conducted via electronic means utilizing format identified by FCDJFS. Reports shall be submitted via electronic e-mail to FCDJFS'S designated

representative. In the event that EMPLOYER does not utilize electronic e-mail, reports will be submitted in typed form to FCDJFS designee.

- D. Employer will submit two reports quarterly to FCDJFS, a hiring report and a quit/termination report.
 - 1. Quarterly Hiring Report shall contain all requested information including persons hired during the quarter regardless of whether the position is Covered or not. Additional information shall include names, address with zip code, hire date, wage at hire, social security numbers of first source hirees, position titles and current employment statuses. (See Exhibit A)
 - 2. Quarterly Quit/Termination Report shall provide information about terminated employees including, but is not limited to date of hire, date of termination/quit, name, position title, hourly wage and reason for termination. (See Exhibit B)
- E. COUNTY agrees that information that could identify any individual person (name, address, social security number) will be held in the highest confidence and accessed only by authorized employees of the COUNTY and FCDJFS. Aggregate data derived from these two reports, and data sanitized of name, address and social security number, will not be treated as confidential.

VI. ASSIGNMENT AND MODIFICATION

- A. If, during the course of this First Source Agreement, company should transfer control of the Enterprise Zone project as it is affected by this First Source Agreement to any other party by lease, sale, assignment or otherwise, EMPLOYER, as a condition of transfer shall require the party taking control to agree, in writing, to the terms of this First Source Agreement.
- B. FCDJFS and EMPLOYER may mutually agree to update the attached schedules and/or modify the First Source Processes to improve the working relationship described herein.

VII. CONTROLLING REGULATIONS AND LAWS

- A. The EMPLOYER shall comply with all federal, state and local laws, regulations, and ordinances applicable to employment. If this Agreement conflicts with any labor laws or other governmental regulations, the laws or regulations shall prevail.
- B. If this Agreement conflicts with a collective bargaining agreement to which EMPLOYER is a party, the bargaining agreement shall prevail.
- C. The EMPLOYER will provide FCDJFS with written documentation that EMPLOYER

has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, EMPLOYER will provide them to FCDJFS.

- D. EMPLOYER agrees to comply with Title VII of the Civil Rights Act of 1964, and with Section V of the Rehabilitation Act of 1973, as amended or with any successor statutes.
- E. Furthermore, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with this Agreement because of race, color, religion, sex, national origin, age, mental or physical handicap, ethnic background, veterans status, sexual preference, application for Workers' Compensation benefits, political affiliation or belief, marital status, expunged juvenile record or association with any person of a particular race, color, sex, national origin, marital status, age, or religion.

VIII. NOTICE AND CURE PROVISIONS

- A. EMPLOYER must address any failure to comply with Section III., IV., V., and VI, within 10 calendar days of written notification from the FCDJFS.
- B. If such noncompliance is the result of EMPLOYER'S failure to adhere to the hiring process, then EMPLOYER shall initiate and document a corrective action plan to the satisfaction of FCDJFS within 30 calendar days.

IX. REMEDIES AND SANCTIONS

- A. If FCDJFS finds EMPLOYER to be in violation of this First Source Agreement, they may advise COUNTY of so and the COUNTY may invoke sanctions reflected and referred to in the EMPLOYER/COUNTY tax incentive agreement.

Dated this _____ day of _____, 2000.

Approved by:

COMPANY REPRESENTATIVE

TITLE

WITNESS

By _____
DEWEY R. STOKES, PRESIDENT

ARLENE SHOEMAKER

MARY JO KILROY
BOARD OF COMMISSIONERS

Approved as to form:

Franklin County Prosecuting Attorney

Date _____