



WORKFORCE DEVELOPMENT AGREEMENT

This Workforce Development Agreement is made and entered into by and between the County of Cuyahoga Ohio or The City of Cleveland, its designated agencies or departments (hereinafter referred to as "Employment Connection"), and **COMPANY NAME** (hereinafter referred to as the "COMPANY"). This Workforce Development Agreement has been developed pursuant to the requirement of the County of Cuyahoga Ohio and City of Cleveland for its approval of a **TYPE OF ASSISTANCE** and/or any other such agreement providing financial or tax incentives to a company.

PURPOSE:

An important goal of the County of Cuyahoga Ohio and the City of Cleveland is to assist local businesses in successfully addressing their workforce needs by looking beyond traditional labor sources. Companies that receive financial incentives through the County or City of Cleveland, as is the case for this **TYPE OF ASSISTANCE**, agree to consider referrals from *Employment Connection* and hire qualified candidates for available positions during the term of the incentive.

WITNESS:

WHEREAS, the COMPANY and Employment Connection have met and reviewed 1) the inventory of jobs that exist and/or will be created including the job descriptions, location and skill requirements for all such positions; and

WHEREAS, the COMPANY and Employment Connection have discussed the services that the Employment Connection can provide to assist the COMPANY with its workforce-related needs; and

WHEREAS, the COMPANY and Employment Connection desire to respond to the workforce development issues faced by the COMPANY, as well as to promote the hiring of candidates referred to the COMPANY by Employment Connection; and

WHEREAS, the COMPANY and Employment Connection have identified in EXHIBIT I of this Agreement and agree to those positions for which it would like Employment Connection to refer qualified candidates; and

WHEREAS, Employment Connection agrees that the positions identified in EXHIBIT I of this Agreement are those positions for which it can reasonably expect to supply qualified candidates to the COMPANY.

NOW, THEREFORE, the COMPANY and Employment Connection, hereby agree as follows:

A. THE COMPANY WILL:

1. During the life of the **TYPE OF ASSISTANCE**, when the COMPANY deems it necessary to search for candidates for those positions listed in EXHIBIT I, will request referrals from Employment Connection in accordance with the terms of this Agreement before searching for such candidates through other means;
2. Give notification to Employment Connection of job openings when vacancies occur in those positions listed in EXHIBIT I, and the COMPANY intends to fill those vacancies. The Company will interview qualified referrals within ten (10) business days of the referral by Employment Connection during normal business hours at times to be chosen by the COMPANY in its sole discretion;
3. Give first consideration and preference (to the extent permitted by law and any existent labor agreements) to hiring job candidates referred by Employment Connection provided that the COMPANY determines that they meet the qualifications specified for the position as described in EXHIBIT I;
4. Provide Employment Connection with reasonable feedback on the disposition of all referrals, including the reason a candidate was not hired or considered qualified for the position, to the extent permitted by law;
5. Provide Employment Connection with reasonable feedback regarding the progress and employment status of those referrals who are hired to the extent permitted by law;
6. If deemed advisable in its sole discretion, shall: i) consult with Employment Connection to develop solutions for workforce development issues faced by the COMPANY; and ii) consider proposals from Employment Connection for training programs such as the On-The-Job Training Program, Customized Training or Incumbent Worker-Layoff Aversion Training Programs.
7. Designate a specific representative who will carry out the commitments listed above.

B. THE EMPLOYMENT CONNECTION WILL:

1. Receive and process all job opening notifications received from the COMPANY for positions listed in EXHIBIT I in a prompt and professional manner;
2. Refer qualified candidates to the COMPANY within ten (10) business days after receiving job posting from the COMPANY. If Employment Connection fails to refer candidates within the specified timeframe, the COMPANY will no longer be required to give first consideration to Employment Connection referrals for that position posting;

B. THE EMPLOYMENT CONNECTION WILL: (continued)

3. Assist in the development of any customized training and/or other training program that are agreed upon in writing by the COMPANY and Employment Connection that will better prepare candidates for employment within the COMPANY;
4. Direct to outside agencies supportive services (e.g. day care, retention counseling, transitional Medicaid, tools, uniforms, etc.) at no charge to the COMPANY, for persons hired under this Agreement, as necessary, appropriate and possible;
5. Review and evaluate the effectiveness of this effort with the COMPANY;
6. Notify the COMPANY, in writing, when the company has satisfied the conditions of this Agreement; and
7. Designate an Business Services Consultant who will carry out the commitments listed above.

NON-DISCRIMINATION:

Parties to this Agreement agree that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and state laws regarding discrimination.

DISCLAIMER:

Nothing in this Agreement shall cause the COMPANY to forego its established policies for internal posting and hiring, nor cause the COMPANY to hire an individual into a position for which the COMPANY determines he/she is not qualified.

EFFECTIVE AND TERMINATION DATES:

The effective date of this Agreement shall be based on the date that the County of Cuyahoga Ohio and/or City of Cleveland approved the **TYPE OF ASSISTANCE**, and it shall end on the termination date of the **TYPE OF ASSISTANCE**.

PERSONNEL ASSIGNED:

Communication and details concerning this Agreement shall be directed to the following representatives:

Employment Connection

Name: Anthony M. Schweppe
Title: Project Manager
Address: 1020 Bolivar Road
Cleveland, Ohio 44115

Telephone: (216) 664-3431
Fax: (216) 443-5950
Email: aschweppe@cuyahogacounty.us

COMPANY NAME

Name:
Title:
Address:

Federal Tax ID
No.

Telephone:
Fax:
Email:

IN WITNESS WHEREOF the parties hereto have affixed their signatures.

WITNESS:

COMPANY NAME

BY:

Name/Signature

Title

Date

WITNESS:

EMPLOYMENT CONNECTION

BY:

Judith Weyburne, Chief Operating Officer
Employment Connection
Workforce Development

Date

EXHIBIT I
WORKFORCE DEVELOPMENT AGREEMENT
IDENTIFIED POSITIONS

COMPANY:

[illegible]

ACKNOWLEDGED

FOR THE COMPANY

Print Name:

Print Title:

FOR EMPLOYMENT CONNECTION

Judith Weyburne, Chief Operating Officer

Employment Connection

Workforce Development