I. This Agreement is made and entered into on this       day of [Month], [Year], by and between the following:

A. [First Name Last Name] (ID [Number]), hereinafter referred to as “PARTICIPANT” or “EMPLOYEE”, used interchangeably;

B. [Employer Name and DBA], whose business address is [Complete Address], hereinafter referred to as “EMPLOYER”; and

C. [Name], is the Authorized Designee of the Department of Human Services, whose business address is [Complete Address], hereinafter referred to as “DEPARTMENT”.

II. PURPOSE

A. The purpose of the SUPPORTING EMPLOYMENT EMPOWERMENT (SEE) PROGRAM is to provide on-the-job training and employment opportunities, with private sector for-profit employers, for First-To-Work (FTW) Program participants. Participants are expected to acquire basic work skills necessary to become a member of the workforce; to gain work experience; to develop new vocational skills, and enhance already-acquired skills, so they may secure and maintain meaningful unsubsidized employment in preparation for economic independence.

B. The purpose of this Agreement is to describe the requirements and responsibilities of the aforementioned parties; to define the mutually agreed terms of the PARTICIPANT’S subsidized employment with the EMPLOYER; and outline the terms of the subsidies to which the DEPARTMENT subsidizes the PARTICIPANT’S employment.

III. RESPONSIBILITIES

A. The PARTICIPANT shall:

1. Consent to release information to the EMPLOYER and the DEPARTMENT information pertaining and relevant to the SEE Program participation for the period indicated under Section IV of this Agreement;

2. Report timely, as defined by the EMPLOYER, when tardiness is anticipated or leave of absence is needed;

3. Strive to carry out the duties and responsibilities assigned by the EMPLOYER;

4. Inform the Job Retention Coach (JRC), the DEPARTMENT’S authorized designee, about any job-related issues and concerns;

5. Contact the designed First-To-Work (FTW) Case Manager whenever personal circumstances such as, but not limited to health, child care or transportation, that may affect work attendance or performance;

6. Lose eligibility for employment as stipulated in this Agreement if terminated without good cause or fails to follow through with the FTW Program requirements, whichever is applicable; and

7. Complete a DHS 759, SEE Employer Evaluation Form, and submit to the JRC within thirty (30) days prior to the end of this Agreement.

B. The EMPLOYER shall:

1. Comply with the requirements set forth in Chapter 17-795 of the Hawaii Administrative Rules (HAR). Program rules are available through the Department’s website at <http://humanservices.hawaii.gov/admin-rules-2/admin-rules-for-programs/>;

2. Maintain confidentiality regarding the EMPLOYEE’S participation in the SEE Program;

3. Agree to employ the EMPLOYEE for a minimum of twenty-four (24) hours per week but no more than forty (40) hours per week;

4. Notify the EMPLOYEE’S Job Retention Coach (JRC), the DEPARTMENT’S authorized designee, in a timely manner, whenever the EMPLOYEE is absent from work without good cause; not making satisfactory progress on the job; was injured at the work site; or there are personnel-related concerns;

5. Provide the EMPLOYEE at least eight (8) hours of paid leave per week to conduct Job Search, for a period of thirty (30) calendar days prior to the end of this Agreement, if the EMPLOYER will not exercise the option to extend the EMPLOYEE’S employment as described under Section IV of this Agreement, or the EMPLOYER does not intend to offer unsubsidized employment to the EMPLOYEE at the end of this Agreement;

6. Submit a completed DHS 769 with an original signature to the DEPARTMENT within thirty (30) calendar days following the month for which wages were paid to the EMPLOYEE. Documents mailed via the U.S. Postal Service must be post-marked no later than the 30th calendar day following the month the wages were paid to the EMPLOYEE. The EMPLOYER shall forfeit reimbursement for any DHS 769and supporting documents that are not submitted timely;

7. Complete a DHS 768, SEE Participant Evaluation Form, after the initial sixty (60) days of employment and submit within thirty (30) days prior to the end of this Agreement; and

8. Issue the EMPLOYEE a discharge notice when terminating this Agreement or not retaining EMPLOYEE at the end of this Agreement.

C. The DEPARTMENT shall:

1. Follow-up with the EMPLOYER to assess the EMPLOYEE’S performance, as needed;

2. Consult with and obtain the assistance of the worksite supervisor for resolution of any problems affecting the EMPLOYEE’S performance on the job;

4. Provide supportive services for the EMPLOYEE, through the First-To-Work (FTW) Program, including child care, transportation subsidies and work-related expenses, during the period of this Agreement; and

5. Process complete and accurate DHS 769, SEE Employer Invoice for Reimbursement Claims, submitted by the EMPLOYER, within thirty (30) calendar days after an invoice is received by the DEPARTMENT.

IV. PERIOD OF AGREEMENT

A. This Agreement shall be effective from MM/DD/YYYY through and including MM/DD/YYYY, unless this Agreement is sooner terminated.

B. The EMPLOYEE’S employment may be extended for an additional period up to three (3) months, following this Agreement period, with a new Agreement mutually agreed by the aforementioned parties. The EMPLOYEE’S employment shall not exceed a cumulative of six (6) months.

C. This Agreement is not valid until it is executed by all said parties.

V. COMPENSATION

A. The EMPLOYER shall employ the EMPLOYEE under the following terms:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Rate of Pay Per Hour:** | **$** | ***or*** | **Salary:** | **$** | **every** |  |

|  |  |  |
| --- | --- | --- |
| **Minimum Number of Hours Per Week:** |  | **(not to exceed 40 hours per week)** |

|  |  |
| --- | --- |
| **Negotiated Monthly Transportation Assistance:** | **$** |

|  |
| --- |
| **Employee Benefits as specified below:** |
|  |
|  |
|  |

B. The DEPARTMENT shall subsidize the EMPLOYEE’S employment as follows:

1. Reimburse the EMPLOYER the current Hawaii State Minimum Wage;

2. Reimburse the EMPLOYER, an additional fifty cents ($0.50) for each additional one dollar ($1.00) per hour the EMPLOYEE is paid above the current Hawaii State Minimum Wage. The maximum per hour rate paid to the EMPLOYEE that will be subsidized is twelve dollars ($14.00), for no more than forty (40) hours per week;

3. Reimburse the EMPLOYER an additional fourteen percent (14%) of the total subsidized wages to cover training and employment-related expenses;

4. Reimburse the EMPLOYER if transportation to and from work is provided to the EMPLOYEE, for the amount indicated in Item A of this Section. Reimbursement for negotiated transportation expenses shall not exceed two hundred dollars ($200) per month; and

5. This reimbursement shall apply only to the EMPLOYEE named on this Agreement.

C. Employment hours performed by the EMPLOYEE for the EMPLOYER, prior to the execution of this Agreement, will not be subsidized by the DEPARTMENT.

VI. EXECUTION OF AGREEMENT

The Agreement is executed upon the DEPARTMENT’s signature below.

PARTICIPANT/EMPLOYEE:

|  |  |  |  |
| --- | --- | --- | --- |
|       |  |  |  |
| (Print Name) |  | Signature | Date |

EMPLOYER:

|  |  |  |  |
| --- | --- | --- | --- |
|       |  |  |  |
| Authorized Representative (Print Name) |  | Signature | Date |

|  |  |  |  |
| --- | --- | --- | --- |
|       |  |  |       |
| Title | Phone No. |  | Email Address |

DEPARTMENT:

|  |  |  |  |
| --- | --- | --- | --- |
|       |  |       |  |
| Department Designee (Print Name) |  | Signature | Date |

|  |  |  |  |
| --- | --- | --- | --- |
|       |  |  |       |
| Title | Phone No. |  | Email Address |

VII. FTW PROGRAM CONTACT

|  |  |  |  |
| --- | --- | --- | --- |
|       |  |       |       |
| FTW Case Manager (Print Name) |  | FTW Unit Name | Phone No. |