



STATE OF HAWAII  
DEPARTMENT OF HUMAN SERVICES  
BENEFIT, EMPLOYMENT AND SUPPORT SERVICES DIVISION  
**SUPPORTING EMPLOYMENT EMPOWERMENT (SEE) PROGRAM**

**TERMS OF AGREEMENT WITH AN EMPLOYER-EMPLOYEE**

DHS Authorized Agent	Employer
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This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the parties named ABOVE, to provide the EMPLOYEE the opportunity to acquire job skills, refine work habits and prepare for economic independence. This agreement may be terminated immediately at the request of either party or upon the failure of either party to meet the terms specified below.

**A. The Department of Human Services (DHS) shall:**

1. Conduct follow-up to assess the EMPLOYEE's performance as needed.
2. Consult with and obtain the assistance of the work-place supervisor for resolution of any problems affecting the EMPLOYEE's performance on the job.
3. Provide medical coverage to any EMPLOYEE.
4. Provide support services through the First-to-Work (FTW) program, to the EMPLOYEE as required by law, including assistance with child care and transportation during the SEE Agreement period.
5. Reimburse SEE EMPLOYERS within five (5) working days after receipt of an invoice at the **current Hawaii State Minimum Wage plus \$.50 for each additional \$1.00 per hour paid over the minimum wage** for up to forty (40) hours per week. DHS shall reimburse the EMPLOYER an **additional fourteen percent (14%) of the subsidized wages** to cover training and employment related expenses. This reimbursement shall apply only to participants who have an active SEE Agreement and shall cease when the agreement and any additional extensions end or are terminated.
6. Reimburse SEE EMPLOYERS who assist the EMPLOYEE with transportation at a negotiated amount not to exceed **\$200.00 per month**.

**B. The EMPLOYER Shall:**

1. Maintain confidentiality regarding the EMPLOYEE's participation in the SEE program.
2. Agree to employ the EMPLOYEE for a **minimum** of twenty-four (24) hours per week. This employment shall be for up to a twelve (12) month period.
3. Not assign the EMPLOYEE to a position that will result in the displacement of already employed workers.
4. Pay the EMPLOYEE at a rate that is comparable to other employees in that position.
5. Provide the EMPLOYEE similar working conditions and entitlements as similar employees in similar occupations.
6. Provide the EMPLOYEE the same benefits as provided to all other employees. Benefits include but are not limited to temporary disability insurance, worker's compensation, unemployment insurance benefits, sick leave, vacation, or holidays.
7. Provide the supervision, training, and guidance necessary to enable the EMPLOYEE to develop basic work habits and gain self-confidence in an unsubsidized work situation.
8. Provide the EMPLOYEE with a "mentor" to give on-the-job guidance and answer routine questions about the workplace.

9. Notify the EMPLOYEE's Job Retention Coach on a timely basis, whenever the EMPLOYEE is absent without good cause, not making satisfactory progress on the job, or injured at the work site.
10. Allow the EMPLOYEE at least eight (8) hours paid leave a week of Job Search, for a one-month period prior to end of agreement, at which time the EMPLOYER shall either hire the EMPLOYEE for full time unsubsidized employment or release the EMPLOYEE.
11. Submit the **DHS 769, SEE Program Reimbursement Invoice** to the SEE contractor at the end of each month for which wages were paid.
12. Complete the DHS 768, SEE Program Participant Evaluation Form, upon termination of the agreement.
13. **Period of SEE Agreement:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
14. **Rate of Pay per hour:** \_\_\_\_\_ **Number of Hours per week:** \_\_\_\_\_
15. **Name of Mentor:** \_\_\_\_\_
16. **Amount of Monthly Transportation Assistance Negotiated:** \_\_\_\_\_

**C. The EMPLOYEE shall:**

1. Consent to release information pertaining and relevant to SEE program participation for the length of the agreement period to EMPLOYER and SEE program representative(s).
2. Strive to carry out his or her assignments to the best of his or her ability.
3. Inform the EMPLOYER promptly whenever he or she will be absent or tardy for work.
4. Inform the Job Retention Coach about any job-related issues and concerns.
5. Contact the designated First-to-Work (FTW) case manager whenever personal circumstances, such as health, child care, or transportation affect his or her work performance.
6. Accept at least the **current Hawaii State Minimum Wage** per hour for a minimum of twenty-four (24) hours per week as **SEE Program** payment.
7. Submit pay stubs to the FTW case manager and Eligibility Worker as required
8. Lose eligibility for this SEE agreement if terminated without good cause and/or fails to follow through with FTW program requirements for employment, whichever is applicable.

**DHS AUTHORIZED AGENT:**

\_\_\_\_\_  
Print Name/Phone No.

\_\_\_\_\_  
Authorized Signature/Date

**EMPLOYER:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature/Date

\_\_\_\_\_  
Title and Phone No.

**EMPLOYEE:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
FTW Case Manager

\_\_\_\_\_  
FTW Unit Name/Number & Phone No.