

Appendix D
SUBSIDIZED EMPLOYMENT PROGRAM (SEP) CONTRACT

ARTICLE I - TERM OF CONTRACT

This contract is made and entered into on the _____ day of _____ by and between the _____ County Department of JOB and Family Services, hereinafter referred to as the department, and _____, **doing business at** _____, _____, hereinafter referred to as the employer, and _____, **hereinafter referred to as the participant or employee.**

Pursuant to the rules promulgated by the Ohio Department of JOB and Family Services under Section 5101:1-3-16 of the Ohio Administrative Code, the department is authorized to contract with employers under the Subsidized Employment Program and PRC Employer Subsidy Program, hereinafter referred to as SEP.

The SEP employer hereby agrees to employ the above named participant for a minimum of _____ hours per week starting on the _____ day of _____. Effective _____, the department will issue a monthly subsidy of **no more than _____ percent of the participant's wages as paid by the employer with a cap of \$_____ per month for a period of no more than _____ months. For the second _____ months period the employer can receive no more that _____% of the employee's wage with a cap of \$_____ per month.** The subsidy will be paid within _____ days of the first of the month for which it was due. The employer is **NOT** entitled to the subsidy for any month in which the employee **worked less than one-half of that month.**

ALL PARTIES TO THIS CONTRACT AGREE TO ABIDE BY THE TERMS OF THE ATTACHED ARTICLES OF AGREEMENT.

ARTICLE II - DUTIES OF THE EMPLOYEE

The employee will be employed as a _____ and shall work at _____, or at such other places as may be directed by the employer. The employee shall perform duties assigned and abide by the rules and policies set forth by the employer.

ARTICLE III - DUTIES OF THE EMPLOYER

The employer certifies that the position to be filled by the participant is an open position and that employment of the participant will not result in displacement of another employee who has been laid off.

The employer agrees to retain the employee at the end of the subsidy period.

If the major job duties of the employee change, the employer shall provide the department with appropriate job description prior to reassigning the employee.

ARTICLE IV - COMPENSATION

As compensation for hours of service actually rendered under this contract, the employee shall be entitled to payment from the employer at a rate commensurate with other employees doing the same or similar work.

The employee's starting rate shall be _____ per hour and shall be paid _____. The employee shall receive pay increases, if applicable to other employees, as follows: **AS EMPLOYER DEEMS NECESSARY.**

The employer agrees to notify the department of any changes in this information.

ARTICLE V - EMPLOYEE BENEFITS

The SEP participant/employee shall be entitled to any employee benefits required by law and to participate in any pension plan, qualified profit sharing plan, medical and dental insurance plan, life insurance plan, and/or any other employee benefit plan which may be established by the employer.

The employee shall be entitled to all recognized and/or negotiated paid holidays, and to accrue vacation time and sick leave time as permitted for all other employees as is identified by the employer's personnel policies and procedures, or by written contract, or by

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agreement between the employer and SEP participant.

ARTICLE VI - TERMINATION

If the employee willfully breaches or habitually neglects the duties which he/she is required to perform under the terms of this contract, the employer may at his option, terminate this contract by giving written notice of termination, with cause, to the employee and the department without prejudice to any other remedy to which the employer may be entitled under law, in equity, or under this contract.

In the event that changes in state or federal policy render the participant ineligible for continued SEP participation under the existing terms of the contract, the department may terminate the contract by giving written notice of termination to the employer and the participant. If the participant's eligibility can be re-established, the contract may be renegotiated.

ARTICLE VII - FAILURE TO ESTABLISH GOOD CAUSE FOR JOB QUIT OR TERMINATION OF SUBSIDIZED EMPLOYMENT

If termination of the contract occurs due to the employee willfully breaching or habitually neglecting the duties which he/she is required to perform under the terms of the contract, the department may propose a six month penalty under Section 5107.26 of the Revised Code. IN ACCORDANCE WITH RULE 5101: 1-3-15 OF THE REVISED CODE, AN INDIVIDUAL WHO TERMINATES THE SEP PLACEMENT WITHOUT JUST CAUSE IS SUBJECT TO THE SIX-MONTH PERIOD OF INELIGIBILITY, NOT THE THREE-TIER SANCTION POLICY, EVEN IF THE SEP IS AN ACTIVITY LISTED IN THE SELF SUFFICIENCY CONTRACT.

The employee will be given the opportunity to establish good cause for the job quit or termination and has the right to request a state hearing if he/she does not agree with the department's decision to impose the sanction/penalty.

ARTICLE VIII - MODIFICATION AND ADDENDA

Modification or additional articles to this contract may be made upon mutual certification agreement of the employer, department, and participant.

ARTICLE IX - CERTIFICATION

I, _____ certify that this is a permanent position for _____ .
(SEP Employer)

APPROVED:

_____ Date _____
SEP EMPLOYER (NAME AND TITLE)

_____ Date _____
SEP PARTICIPANT/EMPLOYEE

_____ Date _____
JOBS REPRESENTATIVE FOR COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES