

WORKFORCE SERVICES

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SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM HOST AGENCY APPLICATION AND AGREEMENT

Name of Agency: _____

Address: _____

Tel: (____) _____ - _____ Fax: (____) _____ - _____ FEIN#: _____

Name of Contact Person: _____ Title: _____

Email Address of Contact Person: _____

Work Cell Phone of Contact Person: (____) _____ - _____

If training is to take place at a different location provide, address & phone for training location:

_____ (____) _____ - _____

AGENCY AND FUNDING SOURCE

- Federal Government State Government County Government Municipal Government
 Non-profit organization which is tax exempt under §501c3 of the Internal Revenue Code of 1954. (Attach copy of the I.R.S. determination letter of §501c3 status.)

Briefly describe the organization's purpose and target population:

TRAINING

Job title of training position(s): _____

Briefly describe the training position duties that will be learned:

Name and title of person(s) who will provide supervision and training:

Name: _____ Title: _____

Name: _____ Title: _____

EMPLOYMENT

Will the agency be able to employ the participant upon successful completion of training?

- Yes, provided that funding is available.
 No, there is not a reasonable expectation that funding will be available.

If no, what will the agency do to help participant obtain employment? _____

SCSEP Host Agency and Community Service Assignment

Terms and Conditions

Regarding the employment of participants of the Senior Community Service Employment Program (SCSEP). SCSEP employs participants to receive training to help them obtain unsubsidized employment. The host agency agrees to:

- Assist and encourage participants to seek and obtain unsubsidized employment and understand participants will use authorized time for appropriate job search activities while they are assigned to the Host Agency for training.
- Work with DLR to assist each participant in personal development, meeting with DLR staff on-site. The Host Agency understands participants will use authorized time to attend meetings, workshops, and/or to attend skills classes identified as appropriate for each participant's training.
- Consider participants for all job openings for which they are qualified and hire a participant, subject to the Host Agency's personnel procedures, into a position for which the participant is qualified when possible. Failure to consider a participant for an appropriate opening will result in termination of this agreement. The Host Agency also understands that no participant may begin an unsubsidized job while enrolled in SCSEP. A participant who does so must be exited first.
- Provide a safe and sanitary environment, give all participants any necessary safety instruction, and report any accidents immediately to DLR. The Host Agency will enforce the provisions of the Drug-Free Workplace Act of 1988.
- Provide adequate supervision, orientation, and necessary training to participants, and agrees to provide DLR with an accurate time sheet for each participant for each pay period.
- Sign a Work Based Learning Training Plan Agreement and Monitor ([Form 19](#)) for each participant placed with the Host Agency. The Host Agency shall not change a participant's duties or working conditions without first submitting a SCSEP Community Service Assignment Agreement Modification ([Form 88](#)).
- Complete and return, in a timely manner, any reports or evaluations requested by DLR such as participant evaluations and the Host Agency Supervisor Contribution form and respond to any survey from the U.S. Department of Labor or its agents
- Ensure the participant will occupy a position free from improper influence from immediate family members. The SCSEP Participant immediate family can not be engaged in an administrative or supervisory capacity.
 - a. Immediate family** – includes wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, and grandchild.
 - b. Engaged in an administrative capacity** – includes persons who, in the administration of DLR or a host agency, have responsibility for or authority over those responsible for the selection of participants from among eligible applicants.
- The host agency is required to ensure the participant with auto liability insurance of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage. If the host agency has a combined single limit policy, the coverage must be a minimum of \$300,000. Directors have the discretion to require more than \$300,000 on a single limit policy. Host agencies and participants are responsible for notifying DLR of any automobile insurance carrier or coverage change at least 10 days before the effective date of the change. If the host agency is a South Dakotan state government entity, auto liability insurance is automatically covered for the participant. All the participant needs are a valid driver's license and a vehicle record. Labor Program Specialist must be notified that driving is required for a Community Service Assignment (CSA). The host agency is required to ensure the participant is covered under their insurance when the participant is a passenger in the Host Agency vehicle.
- As provided in SDCL 56-3-11, host agency agrees to indemnify, including reasonable attorney fees and other costs of defense the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require host agency to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- The Host agency also understands SCSEP is designed to prepare participants for unsubsidized employment. DLR may transfer participants at any time to another training site to enable participants to receive alternative training. If a participant is found to be working as an employee at the host agency to which the participant has been assigned, this agreement will be terminated, and the participant will be exited for failure to comply with program rules. The Host Agency shall not:
 - Displace any employee or volunteer with a participant, nor assign a participant to perform the tasks of an employee on layoff, nor replace a non-SCSEP funded position with a participant.
 - Discriminate based on race, color, religion, sex, national origin, disability, age, political affiliation or opinion, or ancestry.

- Require any participant to work overtime or additional volunteer hours.
- Determine the eligibility of an applicant or a current participant.
- Terminate a participant or sign an Exit Form
- Require participants to perform any tasks outside of the scope of their Work Based Learning Training Agreement and Monitor.
- Supplement SCSEP wages under any circumstances
- Host Agencies will:
 - Bear the cost for training materials and health screenings that are required for specific training duties.
 - Provide a safety orientation for each participant (going over fire drill, emergency procedures, etc.).
 - The host agency supervisor must report all injuries sustained by a participant while at the host agency or training site within 24 hours of the accident to the Employment Specialist or the State Office.
 - Inform the SCSEP Employment Specialists of any changes to a participant's work schedule or training responsibilities.
 - Properly fill out the Host Agency Supervisor Contribution Form to showcase any federal/non-federal wages. (This is a grant requirement for the program's federal in-kind match for supervisor wages.)
 - Consider qualified SCSEP participants for permanent positions within the organization when available.
 - Ensure that the participants are receiving supervision in their training duties.
 - Cooperate with monthly monitors and two on-site visits for resigning CSA Training Plan Agreements.

SOUTH DAKOTA DEPARTMENT OF LABOR AND REGULATION

Host Agency Handbook

A host agency is a public or nonprofit organization exempt from taxation under the provisions of section 501(c)(3) of the internal revenue code of 1986, other than a political party, that provides a worksite and supervision of one or more participants. A host agency must:

- Be a registered employer in SDWORKS before SCSEP participants can be assigned.
- Be a 501(c)(3) non-profit or government organization.
- Be units of government or public agencies operated by nonprofit agencies with certification under Section 501(c)(3) of the U.S. Internal Revenue Code. Before serving as a host agency, organizations must submit their Federal Employer Identification Number (FEIN) and Section 501(c)(3) designations.
- Allow participants to learn and use skills and competencies valued by local employers, especially those in high-growth industries, and help participants obtain unsubsidized employment.
- Provide adequate orientation, instruction, and training for the participant's assignment along with a proper work environment.
- Provide suitable supervision to enable each participant to perform as a productive and effective worker and gain the skills outlined in the participant's Employment Plan and CSA Training Agreement.
- Establish assignments supporting the goals of SCSEP as well as the participant's goals established in the Employment Plan. The host agency also must be willing to work with the staff to develop the participant's CSA Training Agreement and Monitors.

Faith-based organizations must be eligible, on the same basis as any other organization, to host participants for work-based training. As long as a faith-based organization is a 501 (c) (3). is not a political party, and is otherwise eligible under the SCSEP regulation it must receive the same consideration to serve as a Host Agency Faith-based organizations hosting participants are prohibited from employing the participants to support or engage in any inherently religious activities. Such as religious worship, instructions, or proselytizing.

Potential host agencies charging client or service fees may be eligible to serve as host agencies provided those fees are used to underwrite the delivery of services to economically disadvantaged people and the value of the community service exceeds the fees. For example, participants may be assigned to commodity food distribution centers, food banks, home health care programs, nonprofit adult and childcare programs, sheltered workshops, Goodwill Industries, and Salvation Army Centers.

Host Agencies cannot determine the following:

- the eligibility of an applicant or a current participant,
- terminate a participant or sign an Exit form
- allow a participant to work more than the hours scheduled or work as a volunteer,
- require participants to perform any tasks outside of the scope of their Community Service Assignment (CSA) Training Agreement
- supplement SCSEP wages under any circumstances.

**If the Host Agency would like a person removed from their assignment, they should report any behavior or issues to the DLR Employment Specialist.*

Job Service Office as Host Agency

Job service offices are encouraged to serve as a Host Agency and use participants to perform certain SCSEP program services as part of their CSA if a position is available. Participants in this role may partake in clerical support, outreach and recruitment, job development, monitoring, and safety visits. Participants may **not** determine eligibility, terminate participants, handle complaints and grievances, receive bonuses or performance goals, or supervise other participants.

Limitations of CSAs

- Involve the construction, operation, or maintenance of any facility used or to be used as a place of sectarian religious instruction or worship, including but not limited to assignments in classrooms, lunchrooms, offices, and maintenance departments (community service programs operating in religious facilities are exempt provided their function does not involve religious instruction or worship);
- Primarily benefits private, profit-making organizations
- Are entrepreneurial in nature and revenue-generating, not to preclude assignments to nonprofit thrift stores. (e.g., consigning crafts or other goods for public sale);
- Directly or indirectly benefits any private or personal undertaking of any host agency staff member; or
- Involves a political party.
- Participants should not be assigned to positions at host agencies that are otherwise funded. CSAs should not:
 - Reduce the number of employment opportunities or vacancies otherwise-available to individuals not participating in the program;
 - Result in the displacement of currently employed workers, including such partial displacement as a reduction in hours of non-overtime work, wages, or employment benefits;
 - Impair any existing contract or result in the substitution of federal funds for other funds in connection with work otherwise performed; or
 - Assign any SCSEP participant to perform the same work or substantially the same work as performed by any other individual who is on layoff.

Assignment Durational Limits

A CSA's duration should not last more than 26 months at that specific host agency, unless approved by the Labor Program Specialist. The limiting of assignment duration is intended to increase the participant's chances of obtaining unsubsidized employment and encourage the development of new host agency training assignments. More than 26 months at a host agency may be approved by the SCSEP if the situation warrants the extension. I

Wages

Upon assignment to a Host Agency, a participant will receive wages at a rate no less than:

- The federal minimum wage; or
- The state or local minimum wage

Fringe Benefits

For the SCSEP participant, DLR offers the following fringe benefits: an annual physical workers compensation and rescheduling missed work hours due to host agency closure from federal holidays or illness.

Hours

SCSEP participants are authorized to perform community services and training an average of 20 hours per week. P If the host agency feels that they could use participants more than the average of 18-20 hours per week, this is permissible with the approval of the Labor Program Specialist. Ensure each participant only works the total number of hours authorized by DLR. However, under no circumstances will participants exceed 26 hours per week of their work experience (SO1) training. Hours worked at a community service assignment are subject to change based on the program's budget. See Policy SCSEP Service Delivery for further details.

SCSEP Host Agency Verification Agreement

I verify that this training position constitutes a new or expanded service and is not a violation of Maintenance of Effort regulations of the U.S. Department of Labor; that is, each training position:

- Does not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals not participating in the program;
- Does not displace currently employed workers (including partial displacement, such as a reduction in the hours of non-

overtime work, wages, or employment benefits);

- Does not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- Does not employ or continue to employ any eligible individual to perform the same work or substantially the same work as that performed by any other individual who is on layoff. (OAA § 502(b)(1)(G)).

I also verify that I reviewed and agree to the responsibilities outlined in SCSEP Host Agency

By the signature below, the Host Agency agrees to all terms outlined above. The Host Agency understands this agreement may be terminated with 30 days with written notice, or immediately upon termination or reduction of funds.

NAME OF AUTHORIZED AGENCY REPRESENTATIVE

TITLE OF AUTHORIZED AGENCY REPRESENTATIVE

SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE

____/____/_____
DATE

TEGL 29-07