

CONDITIONS AND ASSURANCES

1. Eligible Individuals

- (a) The South Dakota Division of Rehabilitation Services (DRS) and the Division of Service to the Blind and Visually Impaired (SBVI) have the authority to certify individuals with disabilities as eligible to participate in this work experience program.
- (b) Students must be 16 or older to participate in Project Skills.
- (c) Student must have a vocational goal of supported or competitive employment.
- (d) Students must participate in a work experience at a minimum of 50 hours and a maximum of 250 hours per academic year.
- (e) Participants must be able to work at least 10 hours a week unless approved by the VR District Supervisor.

2. Payments Utilizing Funds From DRS and SBVI

- (a) The South Dakota DRS and SBVI will pay each participant twice a month according to time and attendance records submitted by the worksite supervisor. Participants will be provided a schedule of the payroll. Time cards need to be submitted to the VR Counselor.

3. Wages

- (a) Wages paid to eligible participants shall not be less than federal minimum wage. Funds utilized for the wages, workers compensation and FICA are from the South Dakota Division of Rehabilitation Services.

4. Support Services for the Student

- (a) The student's school district is to provide support services for the student through out the work experience. These services consist of providing job development, job coaching and monitoring the student at the work site. The schools can provide these services directly or purchase them from an Educational Cooperative, Career Learning Center, Community Support Provider, Mental Health Center or an approved private provider.

5. Government Obligation

- (a) Federal - It is hereby understood and mutually agreed that the federal government is not a part hereto and that no legal liability on the part of the government is inferred or implied under the terms and conditions of this agreement. Any liabilities, legal actions or disputes as may arise under this agreement are between parties hereto and will be settled in accordance with the uniform commercial code of the state or such other manner as provided by state and local laws for the settlement of such matters.
- (b) State - The worksite agrees to hold harmless and indemnify the state of South Dakota, its officers and employees, from and against any and all actions, suits, damages, liabilities or other proceedings which may arise as a result of the participants performing duties under this agreement.

6. Unilateral De-obligation of Agreement Funds

- (a) The South Dakota Division of Rehabilitation Services reserves the right to terminate this agreement upon the determination that conditions as necessary to said agreement have not been or are not fully complied with, or upon the determination that an eligible participant is not performing at an appropriate level or is working in an improper activity. The employer may also terminate this agreement with 30 days notice.

7. Automatic Termination Due to Lack of Funds

- (a) In the event that the South Dakota DRS or SBVI fails to receive funds from the federal government in whole or in part to implement this agreement or funds are withdrawn or canceled by the State, then this agreement shall automatically terminate.

8. Workers Compensation Coverage

- (a) Workers compensation coverage will be provided by the South Dakota Division of Rehabilitation Services. South Dakota Employer's First Report of Injury must be completed within 10 days of notice of accident.

9. General Assurances

The worksite agrees to comply with the Rehab Act of 1973, as amended, and any appropriate state and federal laws, rules and regulations. Copies of the Act and the regulations are available upon request from the South Dakota Division of Rehabilitation Services. These assurances include, but are not limited to the following:

- (a) No individual shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment.
- (b) Participants shall not be employed in a church unless approved by the VR District Supervisor.
- (c) No currently employed worker shall be displaced by any eligible participant. This includes partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- (d) No participant shall be employed or job opening filled when any other individual is on layoff from the same or any substantially equivalent job, or when the worksite has terminated the employment of any regular employee without cause or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this agreement.
- (e) No funds received under this agreement may be used to promote or discourage union organizing or political activities.
- (f) No participants may be hired who are members of the worksite's immediate family.
- (g) Notify the school district or VR Counselor if any problems or material changes in the participant's employment occur.
- (h) No fees may be charged to any participant for referral or placement in programs authorized by this agreement.
- (i) The South Dakota Division of Rehabilitation Services reserves the right to inspect the worksite, working conditions and review all files kept by the worksite which are pertinent to the participant.
- (j) The worksite shall ensure that the participant is provided appropriate supervision, sufficient materials and equipment to perform assigned duties and safe and healthy working condition, and adherence to all applicable child labor laws.