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**State Workforce Development Board Meeting  
Thursday, December 19, 2024, at 11:00 a.m.**

**C. Lem Harper Building**  
631 Hampton Street  
3<sup>rd</sup> Floor Auditorium  
Columbia, SC 29201

**Join on your computer or mobile app**

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Meeting ID: 226 322 774 713

Passcode: by7vdg

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**AGENDA**

- I. Welcome and Opening Remarks ..... Mr. Thomas Freeland, SWDB Chair
- II. Approval of Minutes from June 25, 2024\* .....Mr. Freeland
- III. Director’s Report ..... Mr. William Floyd
- IV. MOU/IFA State Instruction Letter Revision\* .....Ms. Sheleena Rios
- V. SWDB Strategic Plan\* .....Ms. Pamela Jones
- VI. SWDB Member Acknowledgment .....Mr. Freeland
- VII. Other Business/Adjourn .....Mr. Freeland

\*Denotes voting item



**Governor’s State Workforce Development Board  
June 25, 2024, State Workforce Development Board Meeting Minutes**

**MEMBERS PRESENT:**

Mr. Thomas Freeland  
Mr. William Floyd  
Mr. Charles Brave, Jr.  
Mr. Gregory C. Clark  
Ms. Susan Cohen  
Col. Craig Currey  
Ms. Darline Graham  
Dr. Tim Hardee  
Mr. Jay Holloway

Ms. Felicia Johnson  
Mr. Mike King  
Rep. Randy Ligon  
Ms. Elaine Morgan  
Ms. Swati Patel  
Mr. Tyler Servant  
Dr. Windsor Sherrill  
Mr. Warren Snead

**MEMBERS ABSENT:**

Mr. Cliff Bourke, Jr.  
Mr. Chris Hall  
Mr. Pat Michaels  
Mr. Michael W. Sexton  
Mr. Gregory L. Tinnell  
Mr. John Uprichard  
Senator Ross Turner

**Welcome and Opening Remarks** ..... **Mr. Thomas Freeland, SWDB Chair**  
Chairman Thomas Freeland called the meeting to order at 11:00 a.m. A quorum was present.

Chairman Freeland welcomed Mr. Calton McArthur and Mr. Maydad Cohen, guest presenters with Gartner Consulting, Inc.

State Workforce Development Board (SWDB) members and guests were encouraged to review the 4<sup>th</sup> Quarter Progress Report in the meeting packet.

**Director’s Report** ..... **Mr. William Floyd**

Mr. William Floyd, Executive Director, South Carolina Department of Employment and Workforce (DEW), presented the state’s employment situation, including employment rates and current agency projects. His presentation covered the following points:

- As of April 2024, 2,406,000 individuals were employed in South Carolina. The unemployment adjusted rate is at 3.4%, which is lower than surrounding states and the national unemployment rate of 4%.
- South Carolina’s Labor Force Participation Rate is 57.1%, a decrease of 0.1% from January 2024.

The Education and Workforce Development Act (Act 67) mandated that the State develop the Unified State Plan (USP), a comprehensive education and workforce development plan for the entire state. The USP establishes workforce development metrics around awareness, skills development, and removal of obstacles. Mr. Floyd reported that the Coordinating Council for Workforce Development (CCWD) approved the USP on June 17, 2024.

Mr. Floyd announced the SC@Work Explore campaign that will showcase high-priority occupations across the state, bringing awareness to South Carolina job seekers about the educational and skill requirements needed for industry-specific jobs.



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He also provided an update on the SC@Works Rural Connections Initiative to ensure DEW and SC Works services are accessible to job seekers in Tier III and IV counties and underserved areas. As of June 2024, the Rural Initiatives team has aided or hosted 122 rural events attended by 4,252 job seekers, contributing to 1,324 potential hires.

**Approval of Minutes from March 28, 2024\*** .....**Mr. Freeland**  
Col. Craig Currey motioned to approve the March 28, 2024, meeting minutes. Mr. Gregory C. Clark seconded the motion. The SWDB unanimously voted to approve the meeting minutes.

**SC Works Certification Standards\*** ..... **Mr. Adam Paige**  
Every three years, the Workforce Innovation Opportunity Act (WIOA) requires the SWDB to establish objective criteria and procedures for Local Workforce Development Boards (LWDBs) to assess one-stop centers in three categories: management, job seeker services, and business services. Mr. Adam Paige, Director of Workforce Initiatives, presented the updated SC Works Certification Standards, providing an overview of the revisions made and comments received from Local Workforce Development Areas (LWDAs) during the public comment period.

Mr. Warren Snead motioned to approve the updates. Mr. Charles Brave, Jr. seconded the motion and the SWDB unanimously approved the updated SC Works Certification Standards.  
The updated SC Works Certification Standards are effective July 1, 2024.

**High-Performance Board Incentive\*** ..... **Ms. Pamela Jones**  
Ms. Pamela Jones presented the High-Performance Board Incentive Award, created to encourage, and reward LWDBs that achieve performance levels. The criteria and eligibility includes meeting federal and state-specific performance measures and WIOA Primary Indicators of Performance, promoting regionalism, and employing innovative practices that align with the WIOA State Plan goals.

Eligible LWDBs will receive a minimum of \$50,000 through a reimbursable grant for WIOA-approved activities for a 12-month period to be awarded during PY’25 based on PY’24 performance. Application instructions will be distributed at the end of PY’24.

*Discussion:* SWDB will review the High-Performance Board Incentive Award on an ongoing basis, receiving updates annually.

Mr. Charles Brave, Jr. motioned to approve the High-Performance Board Incentive Award. Mr. King seconded the motion and the SWDB unanimously approved the High-Performance Board Incentive Award.

**Shared Case Management Phase II Update** ..... **Gartner Consulting, Inc.**  
SWDB allocated funding to support Phase II of the Shared Case Management System (known also as the Case Management and Labor Exchange Modernization project), which includes preparation



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of the scope of work and functional requirements for the case management and labor exchange vendor/product solicitation and market engagement. Mr. Calton McArthur, Managing Partner, and Mr. Maydad Cohen, Sr. Managing Partner with Gartner Consulting, presented Phase II activities and the updated Modernization Roadmap that reflects the Case Management/Labor Exchange Modernization recommendations and sequence.

During Phase II, Gartner Consulting helped to develop the RFP Scope of Work and procurement approach, including the vendor response evaluation/scoring model, criteria and weights, and facilitated workshops with DEW to identify and validate functional requirements, developing a Requirements Traceability Matrix. Next, DEW will finalize the procurement approach and begin modernization readiness activities, with Gartner's assistance, including an EPMO Capability Needs Assessment and developing an Organizational Change Management (OCM) Strategy and Plan.

Staff will continue to update the SWDB on the Case Management and Labor Exchange Modernization project.

**SWDB Member Recognition.....Mr. Freeland**

Ms. Elaine Morgan has led the "Computers in Berkeley County" project for several years. On May 23, 2024, the Berkeley County Chamber of Commerce celebrated the grand opening of the first of five Berkeley County Resource Hubs at the Keith School Museum. The hub features computers, printers, and desks, providing users access to resources, including telehealth and online education services, access to SC Works online services, and training on how to use these devices.

Dr. Windsor Sherrill was invited to speak at the 2024 Clemson Tire Conference, representing the State Workforce Development Board. On April 23, 2024, Dr. Sherrill presented ‘Training the Workforce of Tomorrow and Investing in the PEOPLE of SC’.

Cooper Standard was highlighted in the SC@Work Explore campaign that features Mr. Floyd gaining hands-on work experience in target industries. Cooper Standard, with, surprised Mr. Floyd with the product of his hard work that day to keep and remember his time at Cooper Standard.

Ms. Val Richardson, SWDB Vice-Chair, announced her retirement during the Executive Committee Meeting on June 6, 2024. The SWDB will formally recognize her service and contribution to South Carolina in Q2 PY’24.

**Other Business/Adjourn.....Mr. Freeland**

Mr. Freeland reminded members and guests that in place of a first-quarter full board meeting, everyone is encouraged to attend the 2024 Workforce Development Symposium on September 12, 2024, at the Columbia Metropolitan Center. The next full board meeting is scheduled for December 19, 2024, at 11 a.m. in the C. Lem Harper Building.



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Mr. Freeland reminded members that the SWDB Strategic Planning Workshop will begin at 2:00 p.m.

The meeting adjourned at 12:21 p.m.

DRAFT

**STATE INSTRUCTION NUMBER XX-XX**

**To:** Local Workforce Area Signatory Officials  
Local Workforce Area Board Chairs  
Local Workforce Area Administrators

**Subject:** **Local Memorandum of Understanding Guidelines**

**Issuance Date:** DATE

**Effective Date:** DATE

**Purpose:** To provide guidance to local workforce development boards (LWDBs) regarding the requirement for local memoranda of understanding (MOUs) and infrastructure funding agreements (IFAs) with workforce system partners.

**References:**

- Workforce Innovation and Opportunity Act, Public Law 113-128, § 121
- 20 CFR §§ 678.500 – 678.510
- Uniform Guidance, 2 CFR Part 200
- Training and Employment Guidance Letters (TEGLs) 16-16 and 16-16, Change 1; 17-16

**Background:** LWDBs, SC Works center operators, and other workforce partners must coordinate programs and resources to support a comprehensive workforce system that seamlessly provides integrated services that are accessible to all jobseekers, workers, and businesses. The Workforce Innovation and Opportunity Act (WIOA) requires LWDBs, with the agreement of their chief elected officials (CEOs), to develop and enter into an MOU and IFA with all partners concerning the operations and funding of the local SC Works system. Through the sharing of infrastructure costs and additional costs, partners are empowered to build a robust workforce delivery system that can increase customer access and performance outcomes and reduce operational cost burdens.

**Policy:** Each LWDB is responsible for ensuring that an MOU is developed and executed with all of the required workforce system partners within its LWDA. The MOU is an “umbrella” document, agreed to and signed by all workforce system partners within the LWDA.

The MOU must contain provisions describing the following:

- Services to be coordinated and provided through the SC Works delivery system
- How the costs of services and the operating costs of the system will be funded
- Methods for referral of individuals between the SC Works center operator and between partners for appropriate services and activities
- Methods to ensure appropriate access to services, including access to technology and materials, is made available to all customers including individuals with disabilities and individuals who have limited English proficiency
- Duration of the MOU
- Signatures of the LWDA, partners, and CEOs

**Commented [SR1]:** NEW – for compliance with EO requirements and in preparation for the updated Non-discrimination Plan to be issued next year

MOUs must be reviewed and renewed annually to ensure transparency and continuous improvements to the delivery of services and to reflect any changes in the signatory official of the LWDB, SC Works partners, and CEOs. Entities that carry out the following programs are identified by WIOA as required partners in the workforce system:

1. Adult, Dislocated Worker, and Youth Programs
2. Adult Education and Family Literacy Act Programs
3. Wagner-Peyser Employment Services Programs
4. Rehabilitation Programs for Individuals with Disabilities
5. Post-Secondary Career and Technical Education Programs (Perkins)
6. Community Services Block Grant Employment and Training Activities
7. Native American Programs
8. HUD Employment and Training Activities
9. Job Corps Programs
10. Veterans Employment and Training Programs
11. Migrant and Seasonal Farmworker Programs
12. Senior Community Service Employment Programs
13. Trade Adjustment Assistance Programs
14. Unemployment Compensation Programs
15. YouthBuild Programs
16. Temporary Assistance for Needy Families Programs
17. Second Chance Act Programs

Each required partner must meet the following obligations:

- Provide access to program activities through the SC Works system (in-person or electronically)
- Use a portion of the funds available for the program to maintain the SC Works delivery system, including the funding of infrastructure costs and additional costs

- Enter into an MOU with the LWDB and participate in the operation of the SC Works system consistent with the MOU and in accordance with WIOA requirements and those of the federal laws authorizing the partner program or activities

Other additional partners may be part of the workforce system with approval of the LWDB and CEOs, including local employers and community-based, faith-based, and/or non-profit organizations, as well as employment, education, and training programs provided by public libraries or in the private sector. Additional partners must meet the same conditions as required partners. There are many benefits to partners participating in the SC Works delivery system, including but not limited to, expanded access to additional services for their customers. SC Works centers are designed to provide a full range of assistance to job seekers and businesses under one roof. Partners who are not currently co-located should be recruited and encouraged to provide services on-site at least on a part-time basis.

#### Costs Relating to the Operation of the SC Works System

Under WIOA, required partners must use a portion of their funds to pay for costs relating to the operation of the workforce system:

- Infrastructure Costs—WIOA defines infrastructure costs as non-personnel costs that are necessary for the general operation of an SC Works center, including:
  - Rental costs of facilities
  - Costs of utilities and maintenance
  - Equipment (including assessment related products and assistive technology for individuals with disabilities)
  - Technology to facilitate access to the SC Works center (including technology used in planning and outreach activities for the center)
  - Supplies used to support the general operation of the center, including use of the common identifier (i.e., American Job Center [AJC] signage)
- Additional Costs—partners must share in additional costs.
  - These costs must include applicable career services.
  - These costs may include other costs that support the operations of the centers, as well as the costs of shared services that are authorized for and may be commonly provided through the SC Works partner programs to any individual. These services include, but are not limited to: initial intake; assessment of needs; identification of appropriate services, auxiliary aids, and accommodations to meet such needs; evaluation of basic skills; referrals to other partners; and business services. Such costs also may include certain personnel expenses for functions benefiting the center as a whole, if agreed to by partners.

**Commented [SR2]:** NEW – for compliance with EO requirements and in preparation for the updated Non-discrimination Plan to be issued next year

#### Infrastructure Funding Agreement



The IFA contains the overall center operating budget—infrastructure costs and additional shared operating and services costs. The agreed upon infrastructure and additional shared costs and cost-sharing methodology identified in the IFA result from local discussion and negotiation. Similar to the MOU, the IFA is an “umbrella” document with a total operating budget and individual budgets for each of the SC Works centers within a LWDA. The IFA is a mandatory component of the MOU that includes the following:

- Period of time in which the IFA is effective
- Identification of the SC Works partners, CEOs, and the LWDB participating in the IFA
- Identification of a cost allocation methodology that demonstrates how center infrastructure and additional costs are charged to each partner in proportion to use and relative benefits received
- Identification of an infrastructure and shared services budget that is periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects the agreed upon cost allocation methodology
- Description of the periodic review process to ensure equitable benefit among partners
- Identification of the steps taken by the LWDB, CEOs, and partners to reach consensus
- Description of the process and timelines to be followed between partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached

All SC Works partners, whether required partners or additional partners, must contribute to infrastructure costs of the centers based on proportionate use and relative benefits received. Determining the proportionate share attributable to a specific partner program is part of the negotiation process. When two or more grant recipients or contractors of a required partner program are carrying out the program in a LWDA, each of those entities must contribute to infrastructure costs. Likewise, if a partner is not carrying out its program or activities in the LWDA, the requirements relating to a required partner are not applicable to that partner program, including participation in the MOU and cost-sharing.

The LWDB and CEO(s) have discretion to take the actions necessary to encourage the additional partners to contribute their proportionate share of infrastructure costs. However, the State Funding Mechanism (SFM), as described later in this guidance, is only applicable to required partners and cannot be triggered by additional partners not reaching a consensus on infrastructure funding. Additionally, the lack of agreement on infrastructure costs with Native American programs does not trigger the SFM for the LWDA, and the Native American programs are not subject to the SFM in the event it is triggered.

The required partners must provide access to their programs in the comprehensive centers, including each program's applicable career services, and contribute to the infrastructure costs of those centers. Only those partners that participate at affiliate centers would be required to contribute to the infrastructure costs for those centers. Additional partners must also cost share proportionately.

Partners may pay for their share of infrastructure costs through the following forms of payment:

- Cash Contributions—cash contributions are cash funds provided to the LWDB (or its designee) by SC Works center partners as allowed by the statutes and regulations governing each program.
- Non-cash Contributions—non-cash contributions include expenditures incurred by SC Works center partners on behalf of the center and include goods or services contributed by a partner program and used by the SC Works center.
- Third-Party In-Kind Contributions—These contributions are locally agreed upon, non-personnel related in-kind contributions that provide tangible benefits for the local service delivery system. Each in-kind contribution must meet the following criteria:
  - Fairly evaluated, recognized, and accepted by all other partners, including sources used to assess the value of the non-cash contribution
  - Included in the agreed upon infrastructure cost budget

Partners must share in additional costs as well, which may include other costs and shared services that are necessary to support the local workforce delivery system. In contrast to infrastructure costs, additional costs may include personnel costs and therefore, in-kind contributions for additional costs may include personnel-related services. Like infrastructure costs, partners may pay for their share of additional costs through cash, non-cash, and third-party in-kind contributions.

Although the local operating budget contains both infrastructure and additional costs components, only failure to reach consensus among the required partners in a local area with respect to the infrastructure cost funding will trigger the implementation of the SFM, as described later in this guidance.

#### Allocable, Allowable, and Reasonable Costs

- Allocable—costs are allocable to a particular program based on the benefits received by that program. Measuring benefit is the critical requirement to be performed in allocating costs. The allocation mechanism is the agreed upon cost-sharing methodology used to allocate costs to the partner programs. Care should be taken to ensure that the method chosen does not distort the results.

- Allowable—to be allowable, a cost must be necessary and reasonable for the proper and efficient administration of the program. Additionally, all costs must be allowable under, and allocable to, that partner program in accordance with the program’s authorizing statute and implementing regulations. To reduce the risk of accumulating and being held accountable for disallowed costs, LWDBs and partners should carefully review anticipated program expenditures and all applicable regulations before any program costs are incurred and allocated.
- Reasonable—the cost cannot exceed that which would be incurred by a prudent person under the same circumstances. To determine reasonableness, the following factors should be considered:
  - Is the cost generally recognized as ordinary and necessary for the successful operation of the SC Works system?
  - Does the cost comply with sound business practices, federal and state laws, and all applicable regulations?
  - What are the market prices for comparable goods or services for the geographic area?
  - Did involved individuals act with prudence in the circumstances considering the responsibilities to the SC Works system, including customers, employees, partners, the public at large, and the government?
  - Were there significant deviations from the established procedures of the SC Works system that may have unjustifiably increased the cost?

#### Good Faith Negotiations

LWDBs and partners are expected to negotiate terms of the MOU, including the IFA, in “good faith.” Good faith includes fully and repeatedly engaging partners, transparently sharing information and maintaining a shared focus on the needs of the customer. In a collaborative manner, the negotiators must ensure that available resources are utilized based upon fair cost-sharing concepts and a responsible allocation methodology. The chosen methodology must maximize all resources available to the SC Works system from all partners, avoid duplication, and improve the efficiency and quality of employment and training services available to both individuals and employers. If the LWDB and all required partners are unable to reach consensus, the Governor must be notified; therefore, negotiations for the IFA must be conducted jointly with all partners reaching agreement simultaneously.

#### Consensus

Consensus is reached when all required partners consent to the funding methodology for sharing costs in the LWDA and when all required partners consent to their share of the costs as outlined in the shared budget. This does not mean that every required partner prefers the chosen methodology, but that every partner, after participating in good faith negotiations, consents to the methodology that is ultimately selected by the required partners. The LWDA indicates consensus, or lack of consensus, by submitting the **Report of Outcome** by April 15<sup>th</sup> for the

upcoming program year. While LWDA's are strongly encouraged to work with additional partners to secure additional partner consensus to the funding methodology and cost allocations, an additional partner's refusal to consent does not trigger the SFM. While required partners must, by law, cost share in the infrastructure costs of SC Works centers, an additional partner may choose not to partner in the LWDA.

**Commented [RS3]:** NEW

**Commented [SR4]:** NEW – as noted in TEGL 17-16 and on p. 4 of this draft SI, additional partners' failure to consent does not trigger the SFM. This addition clarifies the expectation that additional partner consent should be sought by the LWDA, but only the required partners must cost share regardless of consent to the LFM.

### Agreement Managers

Each required partner entering into the MOU development and negotiation process must designate a specific individual with authority to commit financially and programmatically on behalf of the required partner. This individual may be staff from a state agency's central, regional, or local office, or a local representative providing services for a state-level entity through a contract, grant, or similar agreement. When two or more grant recipients or contractors of a required partner program are carrying out the program in a local area, each of those entities must contribute to infrastructure costs and therefore, each of those entities will designate a specific individual with authority to commit financially and programmatically on behalf of the required partner. All individuals participating in the development and negotiation of local MOUs will negotiate in good faith to reach agreement and bring about a unified vision for the local workforce delivery system.

### Shared Operating Budget Changes

Anticipated cost changes to the budget due to staffing/spacing changes, center moves, or other unanticipated costs must be timely communicated to appropriate partner staff, including Agreement Managers, and are subject to required approvals outlined in the MOU/IFA. LWDBs are strongly encouraged to review their Staffing Addendums and Shared Operating Budgets in advance of each quarter, and timely communicate changes to partners, in order to ensure accurate cost allocation and to facilitate invoice approvals. In the event of a change to the shared operating budget and/or Staffing Addendum, the updated documents must be shared to all partners, including Agreement Managers.

**Commented [RS5]:** NEW – to highlight the need for timely communication regarding cost changes to all appropriate partners.

### **SC Works Center Funding Mechanisms**

Infrastructure costs are funded either through the Local Funding Mechanism (LFM) or the State Funding Mechanism (SFM). In the LFM, the local partners negotiate and agree to the infrastructure costs and methodology for determining the amounts that each partner will contribute for infrastructure funding. WIOA does not include any caps on the amount or percentage of overall funding a partner may contribute to fund infrastructure costs under the LFM, so long as no partner contributes more than its proportionate share based on use by the program and relative benefit received. The LFM is the preferred mechanism for determining partner costs as it puts the most financial control in the hands of the LWDB and the SC Works center partners, allowing the most flexibility for partners to customize and develop innovative customer service strategies.

#### LFM Cost Allocation Methodologies

Each partner's proportionate share is determined based on the methodology that all partners consent to during the annual LWDA MOU/IFA negotiation meeting, i.e., either the Full-Time Equivalency (FTE) Methodology or the Square Footage Methodology.

- Full-Time Equivalency Methodology—infrastructure and additional costs are allocated and shared proportionately based on each partner's number of staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis.
- Square Footage Methodology—infrastructure and additional costs are allocated based on the number of square feet occupied by a partner's staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis and counted proportionately according to sole space occupied and proportionate share of common space based on the percentage of that sole space occupied by the partner's staff. Rotating part-time partners cost share based on the percentage of time that the shared space is used by each rotating partner.

#### Failure to Reach Consensus

The SFM is only triggered after local area partners fail to reach consensus during the negotiation process. Under the SFM, the Governor is required to determine the partners' contributions for infrastructure costs for each SC Works center in the LWDA, applying statutory caps specified by WIOA for certain programs. The SFM is only applicable to required partners and cannot be triggered by additional partners not reaching consensus. Even if all required partners except one agree on the terms of the IFA, consensus is not reached, and the SFM is triggered for all partners in the local area. The SFM's programmatic caps create uncertainty for local partners regarding how much they will be required to contribute toward infrastructure costs and the level of service they will be able to provide to their participants. It is the expectation that LWDBs and required partners reach consensus on infrastructure funding during local negotiations, thus avoiding the necessity of utilizing the SFM.

#### SFM Process:

1. Notice of failure to reach consensus given to the Governor. If the LWDB cannot reach consensus with partners on sufficiently funding infrastructure costs and the amounts to be contributed by each partner program locally, the LWDB is required to notify the State by April 15<sup>th</sup> each year via submission of the Report of Outcome from Local MOU Negotiations. The LWDB must submit all materials and documents used in negotiations under the LFM in order to assist the Governor in determining appropriate calculations by partner program.
2. The Governor determines the infrastructure budget for each center in the local area.
3. The Governor establishes cost allocation method(s).
4. The Governor determines the partners' proportionate shares.

5. The Governor calculates the statewide partner program caps using the limiting percentages required under WIOA.
6. The Governor must ensure that the funds required to be contributed by each partner program in the LWDA(s) that did not reach consensus do not exceed the applicable program caps. The partners' proportionate shares must be adjusted if necessary.

Appealing the SFM:

1. Informal Resolution—All parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Any party may call a meeting to discuss and resolve disputes.
2. Governor Determination on Infrastructure Costs—Should the LWDB become unable to reach consensus with local partners regarding infrastructure funding, the Governor will make the final determination of each required partner's proportionate share of infrastructure costs under the SFM as described above.
3. Appeal Timeframe—Appeals must be made by the SWDB within 14 days of the Governor's determination and submitted in writing as follows:

SC Department of Employment and Workforce  
 Attn: SWDB—Appeal of SFM, Suite 511-H  
 P.O. Box 995  
 Columbia, SC 29202

**Annual MOU Development Timeline**

Annual Timeframe	Activity
January 15	LWDBs collectively finalize and submit the PY Schedule for MOU/IFA Negotiations to <a href="mailto:WorkforcePolicy@dew.sc.gov">WorkforcePolicy@dew.sc.gov</a> .*
February 15	Initiation of local MOU/IFA negotiation meetings*
March 31	Local MOU/IFA negotiations end.
April 15	Report of Outcomes of Local MOU/IFA Negotiations due to the State.
May 15	Final MOU/IFA, including all attachments, submitted by the LWDB to all partners for review and signature.
June 30	All local MOU/IFAs are fully executed.
July 15	All fully executed MOU/IFAs are compiled and submitted to the Agreement Managers.

**Commented [SR6]:** NEW— After final signature, due June 30, the signatures are compiled into one MOU document. This clarifies the expectation that LWDAs must timely submit the fully executed MOU to all partners, while still allowing a buffer due to unforeseen technical difficulties, staffing issues, etc.

\*LWDBs should send meeting invites, including meeting time and location, to all partner programs within their LWDA as soon as reasonable following finalization of the meeting schedule.

To ensure compliance and fiduciary responsibility, all MOUs must be fully executed by June 30<sup>th</sup> of each year, effective July 1<sup>st</sup> of the new program year. LWDBs must ensure all required partners are engaged in a timely manner to allow for the necessary negotiations. To facilitate state partner engagement and participation in the local negotiation process, specific meeting dates will be revised and issued to the LWDBs annually by the State using the attached PY Schedule for MOU/IFA Negotiations. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU.

### Local MOU/IFA Negotiation Meeting Requirements

Each LWDB is responsible for coordinating at least one annual meeting with all required and additional partners within its LWDA to negotiate the MOU/IFA in accordance with the above timeline. The meeting must include, at a minimum, presentation and discussion of the following:

- Completed budget templates for the upcoming PY using annualized actual costs from the previous program year to project a new baseline budget.
  - The agreed upon cost-sharing methodology is a product of local discussion and negotiations; therefore, the preferred methodology used to complete the template, i.e., FTE or square footage, must be presented with an explanation of why that methodology is preferred by the LWDB.
  - The LWDB should be prepared to present both the FTE and square footage costs by partner program upon request. If choosing to make this request, partners should notify the LWDB at least 30 days in advance of the LWDA's annual MOU/IFA negotiation meeting.
- Corresponding FTE staffing addendum and square footage breakout by partner program

All draft MOU/IFA documents should be submitted to all partners **at least two business days** in advance of the MOU negotiation meeting. By providing draft documents in a timely manner, all partners have more opportunity to prepare and engage fully in the negotiation process. Draft budgets should be sent out in an **unlocked Excel format**, so that partners may review their cost share and evaluate staffing decisions in advance of the negotiation meeting.

### MOU/IFA Templates

All local MOUs and attachments must be developed in a standard format. The attached MOU templates, which include the IFA and related documents, have been developed in collaboration with core and other partners at the State level. LWDBs must select the appropriate template for either the FTE or square footage cost allocation methodology, based on the cost allocation

**Commented [RS7]:** NEW – the expectation that LWDBs provide FTE and SF costs upon request is not new; however, to ensure the LWDB has time to gather, confirm, and/or update outdated information related to the previously unused method in the area, a timeframe of 30 days prior to the negotiation meeting for the request has been added to partner expectations.

**Commented [RS8]:** NEW – in order to ensure that partners have time to review the draft MOU/IFA and identify any questions they have, the draft documents must be sent to all partners **at least** two full business days prior to the negotiation meeting.

Also, to ensure partner ability to evaluate the budget, the draft of Attachment E, Shared Operating Budget, should be sent out in an unlocked Excel format with working formulas. This assists partners in evaluating how their costs are impacted by the partnership and to evaluate staffing decisions.

methodology agreed to by the LWDA partners. The templates are designed to give guidance in the development of LWDA service delivery agreements and to ensure the LWDBs and partners are in compliance with DOL directives, as well as those of the partners' federal cognizant agencies. LWDBs and partners must utilize the appropriate template based on the methodology agreed to during local MOU negotiations to increase consistency among all partners and maximize partner participation in the development and execution of the agreements.

**Commented [SR9]:** NEW – clarifies the expectation that the LWDBs choose a template based on the methodology agreed to by the LWDA partners

#### MOU/IFA Attachments

Attachment A—**WIOA Required Services**—This attachment identifies WIOA required services for the SC Works centers and allows each required partner to designate all services that the partner contributes to the menu of services offered to jobseekers, workers, and businesses in the centers.

Attachment B—**LWDA SC Works Partner List**—This attachment identifies each SC Works partner entity in the LWDA, the location(s) where the partner offers services, the partner's status as a required or optional partner, and which programs the partner entity represents.

Attachment C—**Cross Referral Agreement**—This attachment defines partners' key responsibility to make referrals of their participants to other SC Works partners and provides procedures for making these referrals.

Attachment D—**SC Works Civility Policy**—This attachment highlights the partners' responsibility to maintain a civil and respectful workplace environment.

Attachment E (will vary based on cost methodology)—**Shared Operating Budget**—This attachment presents the annual budget for operating the SC Works centers located in the LWDA. This budget identifies each cost and cost amount for each SC Works center and the proportionate share of each partner program contributing to the center costs. The budget will vary based on whether the LWDA partners have consented to the FTE or square footage methodology.

Attachment F (FTE methodology)—**Staffing Addendum**—This attachment identifies all staff located in each SC Works center, the amount of time the staff is assigned to the center, and the partner program that the staff represents. This addendum is signed by the appropriate authority over staffing decisions for each partner entity administering each program.

Attachment F (square footage methodology)—**Staffing Addendum**—This attachment identifies all staff located in each SC Works center, the amount of square footage space assigned to the staff, and the partner program that the staff represents. This addendum is signed by the appropriate authority over staffing decisions for each partner entity administering each program.

**Commented [RS10]:** NEW – MOU template for the square footage methodology will now include Attachment F, Staffing Addendum, similar to the expectation of the Staffing Addendum attachment required for the FTE methodology template.



**Action:** LWDBs must develop and enter into an MOU with WIOA required partners in accordance with this policy. Ensure that all LWDB members, staff, and required and additional partner programs operating within the LWDA receive and understand this policy.

**Inquiries:** Questions may be directed to [WorkforcePolicy@dew.sc.gov](mailto:WorkforcePolicy@dew.sc.gov).

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Nina Stagers, Assistant Executive Director  
Workforce Development Division

Attachments:

Memorandum of Understanding Template – FTE Methodology  
Memorandum of Understanding Template – Square Footage Methodology  
Report of Outcome from LWDA MOU Negotiations  
~~Annual Timeline for MOU/IFA Negotiations~~  
Schedule for MOU/IFA Negotiation Meetings

**Commented [SR11]:** To remove. This information has been incorporated into the state instruction above.

**THE \_\_\_\_\_ WORKFORCE AREA SC WORKS SYSTEM**  
**MEMORANDUM OF UNDERSTANDING**  
**PURSUANT TO THE**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

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The parties included in this MOU are the \_\_\_\_\_ Workforce Development Board (LWDB), Chief Elected Official(s) (CEO), the \_\_\_\_\_ SC Works Operator (Operator) and the required partners identified in the Act and other optional partners (hereinafter referred to as "Parties"). The partners' respective programs are identified on the signature pages of this agreement.

The CEO is responsible for appointing LWDB members, designating the local grant recipient and, in partnership with the LWDB, providing oversight of the local workforce delivery system.

The LWDB is responsible for developing this MOU with the SC Works partners; competitively procuring SC Works operators; strategic planning; and local policy development and oversight.

The Operator's function is to manage the SC Works system and coordinate the delivery of workforce services delivered through the system.

The SC Works system will bring together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services.

The Workforce Innovation and Opportunity Act (WIOA) identifies the following entities as required partners in the workforce system:

1. Adult, Dislocated Worker, and Youth Programs
2. Adult Education and Family Literacy Act Programs
3. Wagner-Peyser Employment Services Programs
4. Rehabilitation Programs for Individuals with Disabilities
5. Post-Secondary Education Programs (Perkins)
6. Community Services Block Grant Employment and Training Activities
7. Native American Programs
8. HUD Employment and Training Activities
9. Job Corps Programs
10. Veterans Employment and Training Programs
11. Migrant and Seasonal Farmworker Programs
12. Senior Community Service Employment Programs
13. Trade Adjustment Assistance Programs
14. Unemployment Compensation Programs
15. YouthBuild Programs
16. Temporary Assistance for Needy Families (TANF) Programs
17. Second Chance Programs

With approval of the LWDB and CEO(s), WIOA also allows other partners to be a part of the workforce system, including local employers and community-based, faith-based, and/or non-profit organizations, as well as

employment, education, and training programs provided by public libraries or in the private sector. Optional partner outreach is strongly encouraged as these partnerships are necessary to provide job seekers with the high-quality career, education, and supportive services needed to place them with businesses seeking skilled workers. Optional partners must meet the same conditions as required Parties.

Each Partner agrees to:

- (a) Provide access to its programs or activities through the SC Works delivery system;
- (b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and as supplemented by specific Federal agency Parts and CFRs, to:
  - (1) Provide applicable career services; and
  - (2) Work collaboratively with the State and LWDB to establish and maintain the SC Works delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions that are based upon:
    - (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to use and relative benefits received; and
    - (ii) Federal cost principles;
- (c) Enter into an MOU with the LWDB relating to the operation of the SC Works system; and
- (d) Participate in the operation of the SC Works system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements.

The development and implementation of this System will require mutual trust and teamwork between the Parties all working together to accomplish shared goals and in keeping with the main purposes and priorities of WIOA.

Purposes:

- Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly to those with barriers to employment;
- Supporting the alignment of workforce, education, and economic development systems;
- Improving the quality and labor market relevance of a demand-driven workforce that meets the needs of businesses and job seekers;
- Promoting improvement in the structure and delivery of services; and
- Providing workforce development activities that increase opportunities of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

The Parties agree to:

- Actively participate in the strategic planning process for the local SC Works system;
- Serve on the Business Services team and participate in industry or sector partnerships, as applicable;
- Participate in SC Works Partner meetings, as appropriate;
- Coordinate and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes; and
- At a minimum, provide electronic access to programs, activities and services:
  - Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term "electronic" includes Web sites, social media, internet chat features, and telephone.

## Services

SC Works centers provide services to customers based on individual needs, including the seamless delivery of multiple services to each customer. There is no required sequence of services. From the services listed in **Attachment A, WIOA Required Services**, an "X" indicates which services are directly provided by each partner program. **Attachment B, \_\_\_\_\_ SC Works Partner List**, includes all Local Workforce Development Area (LWDA) Parties participating in the agreement and their service location(s) and program(s) they represent.

### Career Services

Career services will be provided by all Parties in the SC Works Centers. Career Services include, but are not limited to the following:

- **Initial Assessment:** Begins with intake and focuses on determining a customer's job readiness level, including workforce skills and access to appropriate services, auxiliary aids, and accommodations.
- **Job Counseling:** Either individually or in group sessions that helps the jobseeker make the best use of the information and services available.
- **Job Referral:** Services that are tailored to the needs of specific employers and jobseekers. Both workers and employers may also choose to post job announcements and resumes on an electronic system that is open to all.
- **Employer Services:** Access to labor market information; recruitment, screening, and referral of qualified applicants; access to economic development information and resources; posting job vacancies; offering customized job training options; connecting firms to SC Works information; technical assistance on assessment, recruitment, and human resource strategies; advocating for targeted employers in key economic sectors; and assistance with major layoffs and plant closures.
- **Labor Market Information:** Current and projected occupational supply and demand information, current occupational wage information; occupational skill standards; nonproprietary information on employers; and information on education and training program outcomes, including completion rates, placement rates, and wage rates of graduates.
- **Information and Referral:** Access to information regarding services needed by jobseekers, such as income assistance, housing, food, or medical care. Referrals to off-site services within the system will be made electronically in accordance with this agreement.
- **Training Related Information:** Access to and information about vocational exploration, basic skills and literacy training, job search skills, self-employment/entrepreneurial training, training leading to the award of skills certificates, work-based learning, two-year or four-year degree programs and state-approved apprenticeship programs.
- **Unemployment Insurance Information:** Phone accessibility to file for unemployment insurance benefits. Internet Claims filing can be done via the internet. Partner staff will provide meaningful assistance to individuals filing an initial claim.
- **Eligibility Determination:** Access to information regarding employment and training services needed by job seekers and eligibility for federal and state funded programs.
- **Outreach/Orientation/Intake:** Promoting local workforce services and activities to provide individuals with the information necessary to register for programs.
- **Performance Information on Local SC Works Centers:** How the LWDA is performing on the local performance measures and any additional performance information with respect to the SC Works delivery system in the LWDA.
- **Follow-up Services:** Including retention services and counseling regarding the workplace.

**Commented [SR1]:** NEW – for compliance with EO requirements and in preparation for the updated Non-discrimination Plan to be issued next year

### Unemployment Insurance (UI) Services

WIOA requires that a collaborative process exist among workforce Parties and UI programs. The South Carolina Department of Employment and Workforce (DEW) is a recipient of Reemployment Services and Eligibility Assessment (RESEA) grants that provide selected UI claimants reemployment services deemed necessary and beneficial in returning these individuals to gainful employment as quickly as possible. Claimants selected to participate in the RESEA program can receive up to three one-on-one reemployment assessments during their benefit year to help them return to work faster. RESEA staff advises claimants on the wide variety of reemployment services available to them and refers claimants to the services appropriate for their individual needs, including other SC Works partner programs. DEW staff agrees to provide claimants of UI programs information and assistance with filing claims and connecting with reemployment services. UI will share in the cost of the workforce system through the presence of RESEA staff in all comprehensive SC Works centers. DEW will make available UI-related training resources to assist all frontline SC Works staff in providing meaningful assistance with filing UI claims and correctly answering common claimant questions with ease and consistency.

~~The Workforce Information Portal (WIP) provides a secure method for partner staff to obtain the necessary UI data that is used to determine an individual's potential eligibility for training and employment services programs under WIOA. The WIP also allows all staff to communicate potential UI fraud and availability issues to UI personnel in an efficient and streamlined manner. Sharing such information with UI staff helps to accelerate the claimants' return to suitable employment and ensure their continued eligibility to receive UI benefits. The Parties agree to communicate potential eligibility issues to UI staff through the WIP as appropriate.~~

~~Staff members who are authorized to use the WIP have limited access to confidential information in DEW's records that pertain to the administration of UI benefits, including wage reports and/or Personally Identifiable Information (PII). See 20 C.F.R. Part 603.2. These individuals maintain signed Confidentiality Agreements with DEW as required by federal and state law. The Parties agree to communicate changes in staff with access to the WIP and ensure that active users have a signed Confidentiality Agreement with DEW, Attachment G to this MOU.~~

#### Accessibility

The Parties agree SC Works centers must comply with applicable physical accessibility requirements, as set forth in 29 CFR part 38, and the Americans with Disabilities Act of 1990 (ADA), as amended, to provide services to meet the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities. Access to services includes: access to technology and materials that are available through the SC Works delivery system; providing reasonable accommodations for individuals with disabilities; making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities; administering programs in the most integrated setting appropriate; communicating with persons with disabilities as effectively as with others; and the use of appropriate auxiliary aids and services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity. All SC Works centers must be physically and programmatically accessible to individuals with disabilities.

~~The Parties agree SC Works centers must comply with applicable nondiscrimination requirements, as set forth in 29 CFR Part 38.9 and Title VI of the Civil Rights Act of 1964, to ensure individuals are not excluded on the basis of National Origin. As such, the Parties agree to take reasonable steps to ensure meaningful access to each limited English proficient (LEP) individual served or encountered so that they are effectively informed of and able to participate in the services and programs provided. Reasonable steps may include, but are not limited to, an assessment of language assistance needs, providing oral interpretation, providing written translation of materials, and outreach to LEP communities.~~

**Commented [SR2]:** To remove. The MOU will no longer be used as the method to sign an agreement between the LWDA and DEW to access the WIP.

**Commented [SR3]:** To remove. The MOU will no longer be used as the method to sign an agreement between the LWDA and DEW to access the WIP.

**Commented [SR4]:** NEW – for compliance with EO requirements and in preparation for the updated Non-discrimination Plan to be issued next year

**Certification**

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. LWDBs will use the State issued certification standards to assess and certify SC Works centers. The criteria will evaluate the SC Works centers and SC Works delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Evaluations of effectiveness will include how well the SC Works center integrates available services for participants and businesses, meets the workforce development needs of participants and local employers, operates in a cost-efficient manner, coordinates services among the SC Works partner programs, and provides maximum access to partner program services even outside regular business hours. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. All Parties must work together to establish processes and services to achieve and maintain the required certification.

**Center Management**

The Center Manager is responsible for the day-to-day operation of the identified facilities. The Center Manager will coordinate with Parties to ensure staff is scheduled appropriately within the Center, respond to questions of an operational nature, manage the facilities, coordinate the Sharing of Resources, coordinate staffing with all center partners to ensure customers are timely greeted and directed to appropriate SC Works center staff for assistance upon entering SC Works centers, and will be the primary point of contact for SC Works Certification Standards, and other related issues. The LWDB will seek agreement from all Parties to the Front Desk Addendum if the Parties choose to cost share a front desk staff person in the comprehensive center.

The Operator agrees that partner staff will have access to their assigned work areas during standard business hours during the work week and during extended work hours, including weekend hours if necessary, as special projects, information technology maintenance, extraordinary circumstances or workload may require. The Operator agrees to timely notify, by email, all partner staff of center closings, including the Agreement Managers for all Parties listed in the Agreement Management section below.

Use the Table below to clarify the LWDB expectations for center closings related to weather and holidays:

<b>Weather Closings</b>	
<input type="checkbox"/> The LWDB closes centers based on the county announcement for weather closures.	<input type="checkbox"/> The LWDB closes centers based on an alternate determination.
<b>Holiday Closings</b>	
<input type="checkbox"/> The LWDB closes centers based on the State holiday schedule.	<input type="checkbox"/> The LWDB closes centers based on an alternate holiday schedule.
<b>Alternate Holiday Schedule – This section indicates holidays that vary from the State holiday schedule.</b>	
<b>Additional Holidays</b>	<b>Omitted Holidays</b>

**Eligibility**

Each Partner shall be independently responsible for determining eligibility for their respective programs.

**Staff Management**

**Commented [SR5]:** NEW – to clarify that the center manager must coordinate scheduling for all partners for receiving customers to the centers. Receiving customers to the center is not the sole responsibility of any one partner. And to encourage partner collaboration and cross-training of staff.

**Commented [SR6]:** NEW – to clarify in the MOU how the Front Desk Addendum (if an area chooses to include it) fits in the MOU

**Commented [SR7]:** NEW – to address the concern that partners are receiving inconsistent or untimely communication about center closings for holidays and emergency events, including weather related, building issues, and scheduled holiday closures

**Commented [SR8]:** NEW – LWDBs have the authority to make decisions to close the centers. This addition will clarify LWDB-specific expectations related to weather closures and holiday closures.

- a. Each partner shall be responsible for providing the direct supervision and control of its staff in such matters as selection and hiring decisions, personnel planning and evaluation, salary and benefits and other matters directly pertaining to an employer-employee relationship. Each Partner will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.
- b. Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not in accordance with **Attachment D, SC Works Civility Policy**.

#### **Dispute Resolution**

All SC Works system staff and management have a responsibility to act in good faith towards maintaining a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process shall be followed.

1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the LWDB who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

#### **Modification and Assignment**

This MOU may be modified at any time by written mutual agreement of the parties involved. Oral modifications shall have no effect. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. If any provision of this agreement is found to be unenforceable for any reason, all remaining provisions shall remain in full force and effect.

#### **Termination**

Withdrawal from the agreement requires ninety (90) calendar days written notice to the LWDB who is then responsible for notifying all other Parties in the agreement. In accordance with WIOA, required Parties are not permitted to withdraw from the agreement. Furthermore, upon the withdrawal of any non-required partner, the future costs associated with this agreement shall be reallocated among the remaining Parties, and this agreement shall be modified in writing, accordingly.

#### **Oversight**

The \_\_\_\_\_ Workforce Development Board will set the vision and goals for the workforce system and will assist Parties in continuously improving the system. The Parties will be responsible for cooperating with the SC Works Operator in coordinating delivery of services in the SC Works system. Parties will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the Parties. The LWDB and the State Administrative Entity will evaluate SC Works operations and system

performance to recommend new policies and changes to current policy for the operation of the SC Works system.

#### SC Works Partner Meetings

The Parties will meet no less than once quarterly to develop, implement and refine processes and documentation to achieve and maintain SC Works certification; to discuss operational and customer service issues; to address other matters necessary for the success of the SC Works system. Meeting invitations should be sent to all appropriate partner staff, including Agreement Managers. Standing and ad hoc committees may be formed to address on-going and special issues and to maximize the participation in the operation and certification of the SC Works centers.

**Commented [SR9]:** NEW – to clarify the expectation to communicate when the quarterly meetings will occur. Ensuring that staff who have the authority to make agreements for partner decisions can enhance the ability to problem-solve during the quarterly meetings and ensure collaborative conversation about issues among all partners.

#### System Integration and Referral

The Parties will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction. A key responsibility of each partner is effective referral of customers to the appropriate partner for services. This shall be done in a manner that reduces duplication, promotes a “no wrong door” policy, and ensures tracking of referrals to build accountability. Please see **Attachment C** for referral process and forms.

#### Confidentiality

- a. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records and unemployment insurance information, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.
- b. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable laws, including ensuring that Confidentiality Agreements with DEW are executed and maintained by active system users. Each Party expressly agrees to take measures to provide that no PII or other personal or confidential information is accessible by unauthorized individuals.
- c. Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Parties agree that confidentiality of customer information will be maintained at all times. Parties agree to safeguard and protect PII and other personal or confidential information pursuant to applicable Federal and State law, and 2 CFR 200.79. Parties with access to unemployment insurance information from DEW must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain DEW data be kept confidential. These requirements survive the duration of this agreement.
- d. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99.
- e. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.



**Grants Management**

Each Partner will be responsible for managing funds and activities under their control. Grant administration, including grant management, fiscal activities, evaluation/reporting, and overall coordination activities will be the responsibility of individual Parties.

**Compliance**

Each Partner shall be responsible for ensuring that its activities are in compliance with their respective authorizing legislation and all regulations, policies and procedures set forth by the Federal or state government.

**Liability Insurance**

Each partner ensures that it will secure and maintain general tort liability insurance through an authorized carrier in at least the amount in South Carolina Code 15-78-120 of the South Carolina Tort Claims Act. Any liability of the Partner or any claims, damages, losses or cost arising out of or related acts performed by the Parties, or their agents, under this agreement shall be governed by the South Carolina Tort Claims Act 15-78-10, et seq. Each party hereto shall be liable for its own acts and omissions, and the acts and omissions of its employees, agents and officers, and nothing herein shall impute or transfer liability to the LWDB or any other party.

**Severability**

If any provision of this document is held invalid, the remainder shall not be affected thereby and shall remain in force. Similarly, should any Party withdraw, modify, assign or terminate its participation in this MOU, it shall remain binding and in full force and effect with respect to other remaining parties.

**Assurances and Certifications:**

1. The Parties will ensure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief. Each participant shall have recourse through the appropriate complaint procedure.
2. The Parties will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
3. It is expressly understood and agreed by the Parties that employees performing work within the SC Works system remain at all times employees of their respective agencies.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
5. Each member of the Parties assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by state and Federal statutes and regulations.

6. The Parties will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous. SC Works centers will be operated in accordance with reasonable safety practices.

7. The Parties will each comply with provisions of 41 U.S.C. § 702 in providing a drug-free workplace.

**INFRASTRUCTURE FUNDING AGREEMENT (IFA)**

The Infrastructure Funding Agreement (IFA) and budget establishes a plan to fund the services and operating costs of the \_\_\_ LWDA. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the \_\_\_ LWDA’s high-standard SC Works network. Cost allocation among Parties shall meet WIOA regulations, Federal Uniform Guidance, including the partner program’s authorizing law and implementing regulations, and state rules, policies and guidelines. The SC Works system is a work in progress and its costs and the Parties’ resource contributions are based on projections only and may need to be adjusted from time to time to most accurately reflect actual costs and contributions. The IFA is a component of the MOU and will be negotiated and modified annually.

The \_\_\_ LWDA has the following SC Works Centers that are designed to provide a full range of assistance to job seekers and businesses:

___ SC Works Center (Comprehensive)	
Center Manager Name, Title	Phone
Address	Email Address
Operating Hours	Website

___ SC Works Center (Affiliate)	
Center Manager Name, Title	Phone
Address	Email Address
Operating Hours	Website

Each partner agrees to provide the resources necessary to fund their proportionate share of the costs as contained in **Attachment E, Shared Operating Budget**. The IFA should include, but is not limited to the following infrastructure cost items:

- Lease/Rent
- Utilities
- Landscaping
- Janitorial and cleaning maintenance
- Building maintenance and repairs
- HVAC maintenance
- Equipment rental expenses
- Security System
- Pest Control
- Supplies (public access and common spaces only)

The Parties may also share other costs that support the operations of the centers, as well as the costs of shared services that are authorized for and may be commonly provided through the SC Works partner programs to any individual, such as initial intake, assessment of needs, identification of appropriate services to meet such needs, evaluation of basic skills, referrals to other partners, and business services. The Parties

have agreed to cost share in the following additional shared services and estimated costs as listed below and in the attached Shared Operating Budget. Final costs for all agreed upon additional shared services will be presented and approved by the Parties prior to actual purchase or procurement of services. Failure to do so may result in disputed charges and a refusal to submit payment.

Agreed upon Additional Shared Services Est. Cost	Description

Infrastructure costs and agreed upon additional shared operating and/or services costs will be shared in accordance with this agreement, including the Parties identified in **Attachment E: Shared Operating Budget**. Changes to the list of financially contributing partners included in the budget will result in changes to the allocations for the remaining partners. Therefore, any changes to the partners included in the budget must be submitted to all Parties of this agreement in the form of a written addendum, including the revised staffing addendum and revised budget, to ensure fiduciary responsibility. Failure to adhere to this standard may result in disputed proportionate share amounts and failure to remit payment amounts above that which are included in the original agreement.

**Commented [SR10]:** NEW – this adds clarification of what documentation is needed for Parties to clearly understand what is being amended and see how it affects the overall cost allocations for each partner program.

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from a financially contributing partner, the Parties must consult with and obtain approval from the contributing partner(s). Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party to adhere to this standard may result in disputed charges and a refusal to remit payment. Additionally, the \_\_\_ LWDB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting with the Parties contributing to infrastructure funding prior to the execution of a lease agreement. Once the Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space will work for their program services, an addendum to this agreement reflecting the move and any related changes must be executed **prior to the move**. Routine costs incurred during the month of the relocation will be prorated by all Parties.

**Facility Costs** - Facility costs are defined as those actual costs related to the facility use, maintenance and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs shall be borne by those Parties who deliver services through the SC Works Centers in the \_\_\_ region.

**Maintenance Costs** - Maintenance costs include the following unless otherwise noted: landscaping, janitorial/cleaning maintenance, routine building maintenance and repairs, including HVAC maintenance, and pest control.

- a. Contractor costs, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by all financially contributing Parties. Each entity has its own procurement process and is responsible for ensuring that quotes for service are solicited and evaluated according to the appropriate procurement process. Once a need has been determined, the Facility Host designee is responsible for advising the non-Host partner(s) of the need, securing contractor quotes and submitting this detail for review to pertinent parties. Maintenance costs must be agreed upon by all parties prior to the execution of work.
- b. Facility hosts with capital improvement needs of any nature must address those needs independent of this agreement and budget. Such repairs could be unresolved ADA modifications, roof repairs, HVAC replacement, etc. Capital improvement shall be the sole financial

**Commented [SR11]:** NEW – rather than focusing on approving a particular contractor, this change reflects the current business practice of approving costs to ensure partner agreement and avoid partner refusal to cost share in an expense after the fact.

**Commented [SR12]:** NEW – to clarify the requirement for partner agreement to avoid partner refusal to cost share in an expense after the fact.

responsibility of the facility host. However, maintenance and repairs occurring from daily operations will be shared proportionately utilizing the agreed upon cost sharing methodology.

**Supplies** - Supply costs are those related to individual staff in performing their respective job duties and those related to the supply of items needed for public access (i.e. resource room) and common/shared spaces (i.e. restrooms) in each Center. Parties will purchase all staff supplies needed, including business cards, for their staff through the appropriate partner manager. The only shared supply costs will be those specifically related to public access and common/shared spaces as purchased by the Operator. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

**Equipment Costs** - Equipment costs are those related to the use of rented equipment, such as Xerox machines, etc. (including paper and ink for the machine). Partner staff will be responsible for providing the necessary equipment for their staff and will share in the cost of public access equipment only, as provided by the LWDB and/or Operator, and used only by Center customers. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

Center/Location	Number and Type of Public Access Equipment ( <i>not including PCs</i> )
_____ SC Works Center	
_____ SC Works Center	
_____ SC Works Center	

**Access to equipment** - Partner staff shall be granted access to all partner equipment in all SC Works facilities, including network closets. The partners agree that all Parties will be granted access to any other properties to verify ownership through the state property system. If equipment is found on the state property inventory list, the Parties agree to return the equipment for off-boarding, transfer, and return to ensure proper handling as required by IRS regulations property ownership and resolution of any depreciated value of the equipment.

**Public Access Computers** – The Parties agree to share in the cost of public access PCs (i.e. necessary and reasonable in-scope costs of resource rooms and **shared** computer labs). The public access IT costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs in accordance with this agreement. As part of reconciling IT costs, the Parties will be provided a copy of all current IT service provider contracts and/or work orders and any forthcoming modifications.

_____ SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	#	#	#	#

**Shared Network Access** - In a facility where partner staff presence is minimal, the Parties may request the County/COG/Operator on behalf of the LWDB provide IT services for their staff or through a VPN tunnel. A VPN tunnel allows for a “shared” internet connection to be divided into separately managed connections. This method maintains administrative control of partner connections and equipment without interfering with the County/COG and/or the Operator’s own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity’s IT service provider and the partner. Once agreement has been reached and/or a VPN connection is established and in use by partner staff, any

changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

**Telephone** – When partners provide and maintain telephones (either VoIP or analog) for their staff, phone costs are not shared. In offices where a partner’s presence is minimal, or where the County/COG and/or the Operator is providing phone service, the COG/County and/or the Operator may bill a partner for their proportionate share of monthly billing by the telephone service provider. In cases where a telephone cannot be provided or supported by either party, partners may choose to provide or request alternate communication methods as needed on a case by case basis.

**Cost Allocation and Proportionate Share** - WIOA and its related regulations and guidance establish, as a starting point, the expectation that Parties will share proportionately in the infrastructure and shared services cost of the SC Works system. Therefore, the Parties agree that costs will be shared based on the Full-time Equivalency (FTE) model. Shared costs will be allocated on the basis of a partner’s number of staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis and counted proportionately by day as defined below:

- **One Day** - .20 (20% of a work week)
- **Two Days** - .40 (40% of a work week)
- **Three Days** - .60 (60% of a work week)
- **Four Days** - .80 (80% of a work week)
- **Five Days** - 1 (100% of a work week)

Staff assigned to work only “half-days” in a facility on a weekly basis will be counted proportionately as defined below:

- **One Day** - .10 (half of 20% of a work week)
- **Two Days** - .20 (half of 40% of a work week)
- **Three Days** - .30 (half of 60% of a work week)
- **Four Days** - .40 (half of 80% of a work week)
- **Five Days** - .50 (half of 100% of a work week)

Affiliate locations where services are provided only on a monthly basis will not be included in the proportionate share.

**Staffing Addendum.** Staffing levels will determine the proportionate share percentage of infrastructure and additional shared services costs for which each Partner will be responsible for by location and program. Billing of each individual Center’s costs will be based on the staff count as indicated in **Attachment F, Staffing Addendum**. The addendum must be completed and signed by all cost-sharing Parties with the execution of this MOU. Staff counts must be based on planned staffing levels for the duration of the PY at the time of signature. Permanent adjustments to staffing levels for the duration of the PY (outside those of routinely occurring vacancies) will require the Staffing Addendum, including the effective date, to be revised and signed by all Parties. Any Party may request a new staffing addendum be executed at any time based on permanent staffing changes. The staffing addendum will be submitted to the Parties with invoices and supporting documentation reflecting actual expenses for payment.

**Commented [SR13]:** REVISED – sentence amended to improve readability. No substantive change was made to the meaning of this statement.

*Deviations to Proportionate Share Formulas.* Any deviations or adjustments made to the proportionate share formulas will be presented in writing and agreed to by all Parties in the form of an addendum to the original agreement.

#### **Reconciliation of Shared Costs**

(For DEW-owned buildings) - SCDEW is responsible for reconciling and invoicing facility costs to the \_\_\_\_\_ LWDA for the \_\_\_\_\_ SC Works Center(s) within 20 days after the quarter ends. All invoices should then be submitted to the Partners by the \_\_\_\_\_ COG/County, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the COG/County within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

(For buildings leased by the LWDA) - In turn, the COG/County, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Partners for costs under this agreement as it relates to the \_\_\_\_\_ SC Works Center(s). The \_\_\_\_\_, host for the \_\_\_\_\_ SC Works center(s), is responsible for reconciling and invoicing facility costs to the Partners. All invoices should be submitted to the Partners, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the COG within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

All invoices presented hereunder will be supported by a standard Excel worksheet summarization of the charges detailing, for each invoice containing shared costs, the vendor name, the month of service covered, the total invoice amount, the shared cost portion of the invoice, and each Partner's allocated portion of those shared costs. The Partners will mutually agree on the worksheet to be used for this purpose, and the final agreed-upon worksheet will be provided to DEW and the COG/County. The worksheets will be submitted to the Partners in Excel file format and will be accompanied by PDF copies of all vendor invoices or other documentation supporting charges listed in the worksheet. No cost-sharing invoices will be processed for payment unless they are supported by the agreed worksheet transmitted in Excel file format, and no charges will be paid unless supported by a PDF of a vendor invoice or other documentation deemed sufficient by the Partner invoiced.

#### **Duration**

This MOU, including the IFA, shall be reviewed and renewed annually to ensure transparency and continuous improvements to the delivery of services and to reflect any changes in the signatory official of the LWDB, SC Works Parties, and CEOs. The fiscal year shall be duly recognized as July 1 through June 30.

#### **Loss of Funds**

Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this agreement in the event funding for the

mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding.

**Agreement Management**

The Agreement Manager responsible for oversight and review of shared costs, as well as the monitoring of the allocation methodology and funding information for each partner is:

<b>Partner Entity:</b>	<b>Partner Entity:</b>	<b>Partner Entity:</b>
Name & Title:	Name & Title:	Name & Title:
Mailing Address:	Mailing Address:	Mailing Address:
Phone:	Phone:	Phone:
Email:	Email:	Email:
<b>Partner Entity:</b>	<b>Partner Entity:</b>	<b>Partner Entity:</b>
Name & Title:	Name & Title:	Name & Title:
Mailing Address:	Mailing Address:	Mailing Address:
Phone:	Phone:	Phone:
Email:	Email:	Email:
<b>Partner Entity:</b>	<b>Partner Entity:</b>	<b>Partner Entity:</b>
Name & Title:	Name & Title:	Name & Title:
Mailing Address:	Mailing Address:	Mailing Address:
Phone:	Phone:	Phone:
Email:	Email:	Email:

**Authority and Signatures**

The individuals signing this agreement have the authority to commit their respective organizations to the terms of this MOU and do so by signature below. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU. The following individual signature pages reflect the entity who is the grant recipient, administrative entity, or organization responsible for administering the funds and carrying out the specified programs and activities in the LWDA.

**Effective Date**

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 20\_\_.

**Attachments**

- A: WIOA Required Services by Partner
- B: SC Works Partners and Corresponding Status
- C: Referral Process
- D: SC Works Civility Policy
- E: Shared Operating Budget
- F: Staffing Addendum

THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

**Chief Elected Officials:**

\_\_\_\_ County Council  
Name- Chair

\_\_\_\_ County Council  
Name- Chair

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

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

\_\_\_\_ County Council  
Name- Chair

\_\_\_\_ County Council  
Name- Chair

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

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

\_\_\_\_ County Council  
Name- Chair

\_\_\_\_ County Council  
Name- Chair

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

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

\_\_\_\_ County Council  
Name- Chair

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



THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The \_\_\_\_\_ **Workforce Development Board** is the designated entity responsible for oversight of the local SC Works delivery system including developing this MOU with the SC Works Parties, designating or certifying SC Works operators, strategic planning, and policy development.

\_\_\_\_\_  
LWDB Chair Date: \_\_\_\_\_

\_\_\_\_\_  
Operator (if applicable) Date: \_\_\_\_\_

THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

\_\_\_\_\_ is the designated local grant recipient responsible for administering the following title I WIOA programs:

- Adults;
- Dislocated Workers; and
- Youth

\_\_\_\_\_ Date: \_\_\_\_\_  
Local Grant Recipient Authorized Official

THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The South Carolina Department of Employment and Workforce is the sole entity and designated State agency responsible for administering the funds of the following:

- Employment services authorized under the Wagner-Peyser Act (29 U.S.C. 49 *et seq.*);
- Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 *et seq.*);
- Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;
- Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law)
- Migrant and Seasonal Farmworkers (MSFW) programs

\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

**The South Carolina Vocational Rehabilitation Department** is a designated agency specified under sec. 101(a) (2) of the Rehabilitation Act that is primarily concerned with vocational rehabilitation, or vocational and other rehabilitation, of individuals with disabilities in the State and is responsible for administering or supervising policy for the Vocational Rehabilitation program, authorized under title I of the Rehabilitation Act, with the exception of Vocational Rehabilitation programs for individuals who are blind which are administered by the South Carolina Commission for the Blind.

\_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

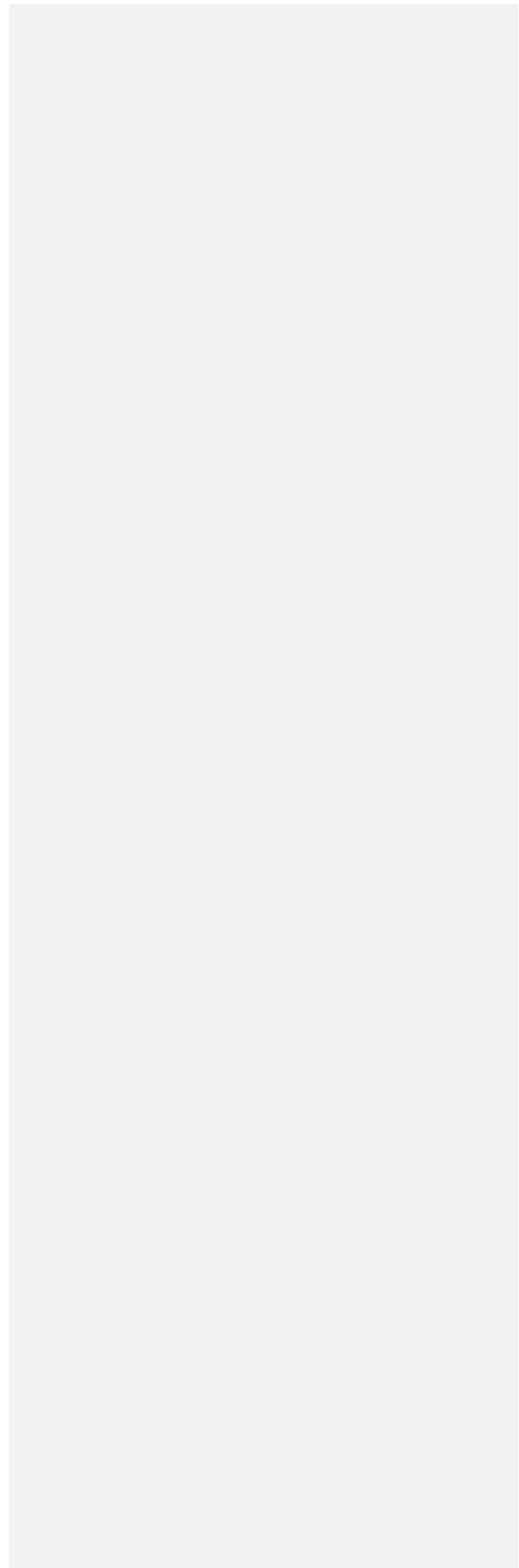
THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

**The South Carolina Commission for the Blind** is a designated agency specified under the Rehabilitation Act of 1973 that is primarily concerned with providing quality individualized vocational rehabilitation services, independent living services and prevention-of-blindness services to blind and visually impaired consumers leading to competitive employment and social and economic independence.

\_\_\_\_\_  
Commission for the Blind

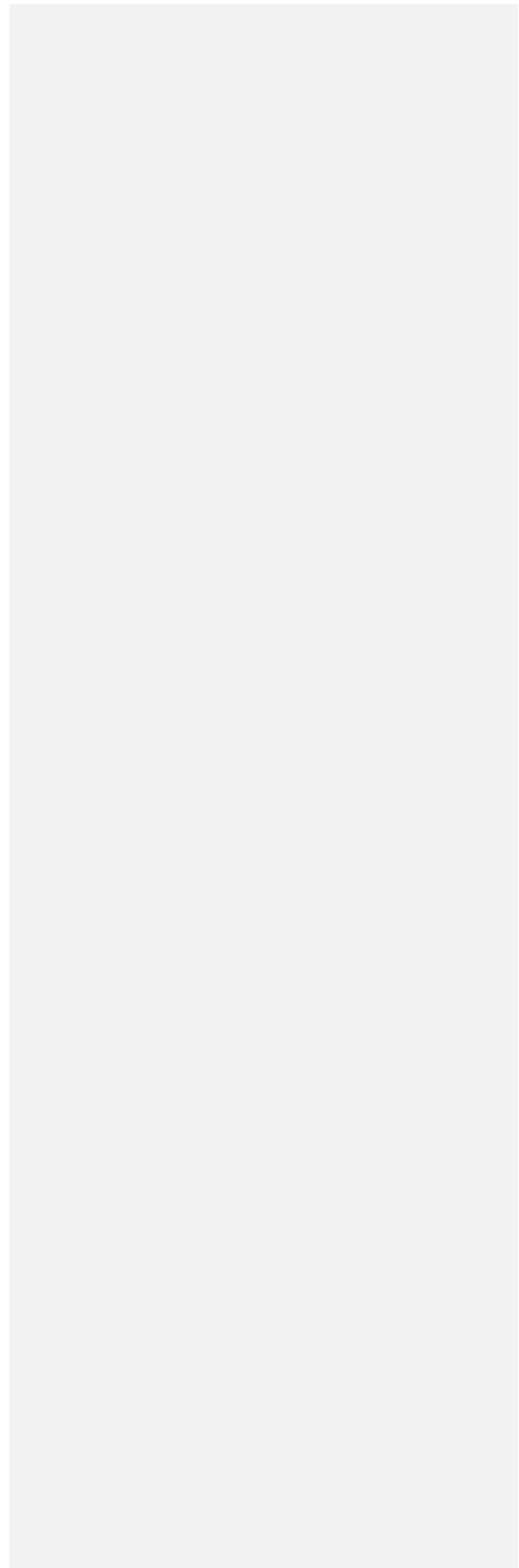
Date: \_\_\_\_\_

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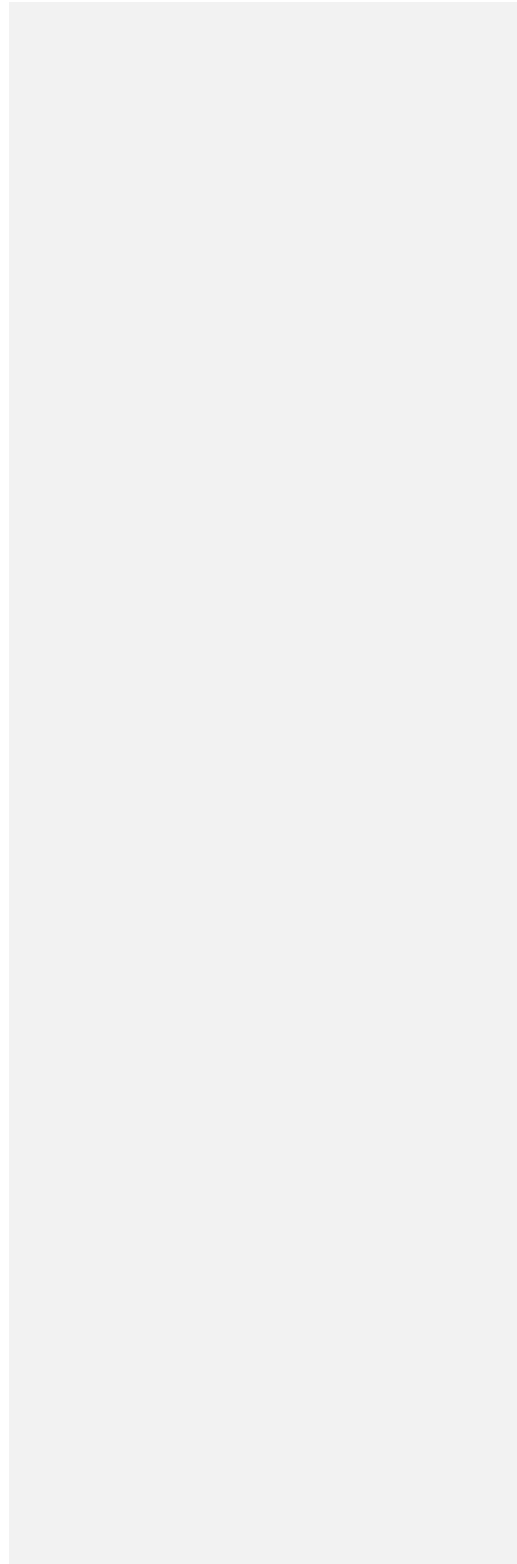
**CONTINUE INDIVIDUAL SIGNATURE PAGES FOR ALL PARTIES IN THE FORMAT SHOWN ABOVE, INCLUDING A LIST OF PROGRAMS ADMINISTERED BY THAT PARTNER.**

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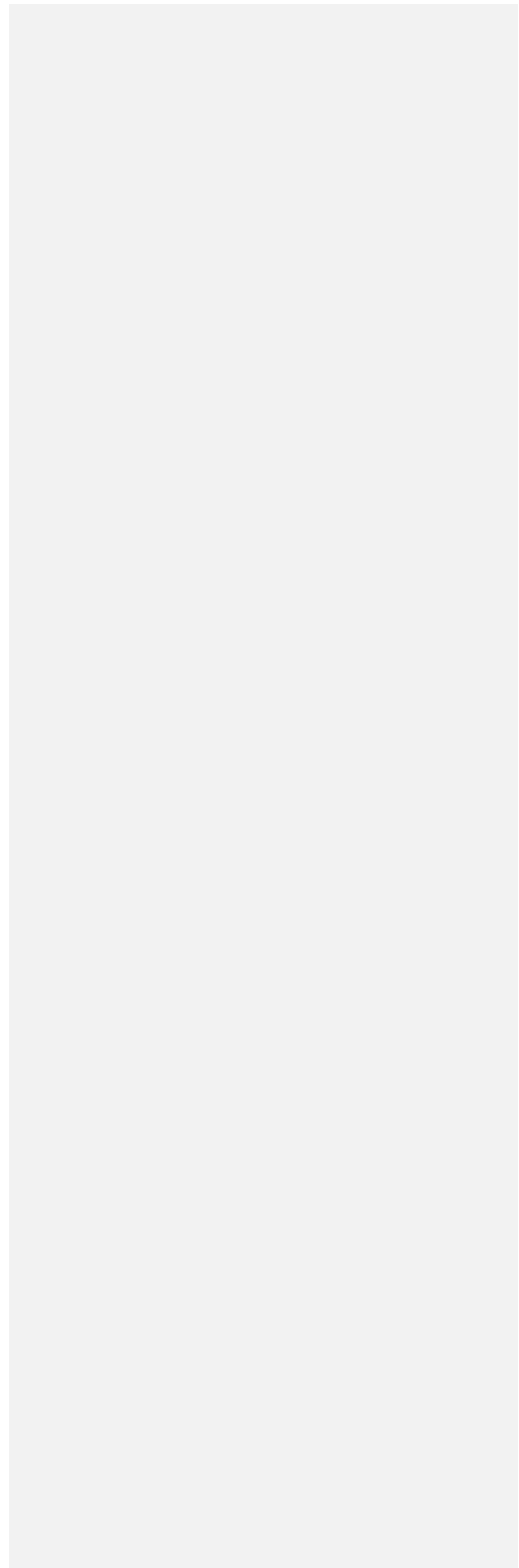
**Insert MOU Attachment A (Required Services by Partner)**

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**Insert MOU Attachment B (SC Works Parties and Corresponding Status)**

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**MOU ATTACHMENT C**

**CROSS REFERRAL AGREEMENT**

1. The parties agree that each partner shall receive referrals from and make referrals to the SC Works system in accordance with this Cross Referral Agreement.

(a) Referral Definition

A referral is defined as a good faith effort by each local SC Works Partner to direct customers to the right service at the right time.

Referrals are made in SC Works Online Services (SCWOS), or if the partner does not have a SCWOS staff account, the Partner Referral Form (Attachments C-1).

Referrals between Parties will be counted when a Referral Form is received by any one partner. It will be incumbent on each partner to follow-up with referrals received from other Parties, to facilitate each partner's individual intake process.

2. Each partner will use the attached referral form or SCWOS Referral in referring individuals for services they are not able to provide. This agreement will be updated to include any necessary performance standards, tracking requirements, etc. as WIOA implementation progresses.
3. The parties agree to make discussion of the referral process (for review and enhancement) a permanent agenda item at all regularly scheduled partner meetings, to include:
  - ◇ Provide feedback on the success of cross-referral arrangements;
  - ◇ Cross-train their respective staffs;
  - ◇ Consider co-enrollment options and practices;
  - ◇ Consider the effect of cross-referrals on mutual performance expectations; and
  - ◇ Constantly improve the joint delivery of services to customers.

**MOU ATTACHMENT C-1**

**Referral \***

(Please fill out and send with customer upon referral OR EMAIL TO APPROPRIATE PARTNER)

Date Referred: \_\_\_\_\_ Last 4 Digits of SS#: \_\_\_\_\_ Phone # \_\_\_\_\_

Customer's Name:

\_\_\_\_\_

Last	First	MI
------	-------	----

Email: \_\_\_\_\_ Alternate Contact Information: \_\_\_\_\_

**REFERRED FROM:**

AGENCY: \_\_\_\_\_

YOUR NAME & TITLE: \_\_\_\_\_

YOUR PHONE #: \_\_\_\_\_ YOUR EMAIL: \_\_\_\_\_

**REFERRED TO:**

AGENCY: \_\_\_\_\_ PROGRAM: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

**DESCRIPTION OF SERVICES YOUR CUSTOMER NEEDS:**

If an Employment Assessment and/or Plan has been completed at your agency, please document and provide client with the Assessment and/or Plan to bring or take to his/her initial visit resulting from this referral. Please add any comments that will assist the "Referred To" agency in assisting this individual:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF WHEN, HOW, OR IF YOU NEED FEEDBACK ON THIS REFERRAL:**

\_\_\_\_\_  
\_\_\_\_\_

**FOR OFFICE USE ONLY:**

DATE RECEIVED: \_\_\_\_\_ INITIALS: \_\_\_\_\_

PLEASE RETAIN COPY FOR CLIENT'S CASE FILE (SCAN)

CASE NOTE REQUIRED FOR CONTACT ATTEMPTS, APPOINTMENTS, RESULTS, ETC.

\*ALL PARTIES WITH SCWOS ACCOUNTS WILL UTILIZE THE REFERRAL SYSTEM IN SCWOS.

**MOU ATTACHMENT D**

SC Works Civility Policy

Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not. Indeed, management should exemplify the behavior expected of all staff in maintaining a positive and productive work culture.

Respectful workplace behaviors are those that promote positivity and professionalism including, but not limited to:

- Using respectful and courteous language in all interactions;
- Questioning an individual's position on an issue politely and seeking to understand his/her position;
- Giving an individual direct, non-personal feedback and where appropriate, in a private setting;
- Not displaying a negative attitude and understanding how one's attitude can affect the work environment;
- Approaching conflict with maturity and a true desire for resolution rather than an opportunity to disagree;
- Respecting the chain of command and raising concerns to management at the appropriate time/place and with the appropriate tone; and
- Using discretion when communicating about issues that may be considered to be personal.

Inappropriate or unacceptable workplace behaviors are statements or acts that may negatively impact the work environment including, but not limited to:

- Using profane, abusive, vulgar, or harassing language;
- Berating or unnecessarily criticizing people in public;
- Gossiping;
- Deliberately embarrassing people;
- Using e-mail or text messages as a shield for rudeness or to further any other inappropriate or unacceptable workplace behaviors; and
- Addressing people in an unprofessional manner or tone.

All SC Works system staff and management have a responsibility to act in good faith towards maintaining a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process shall be followed.

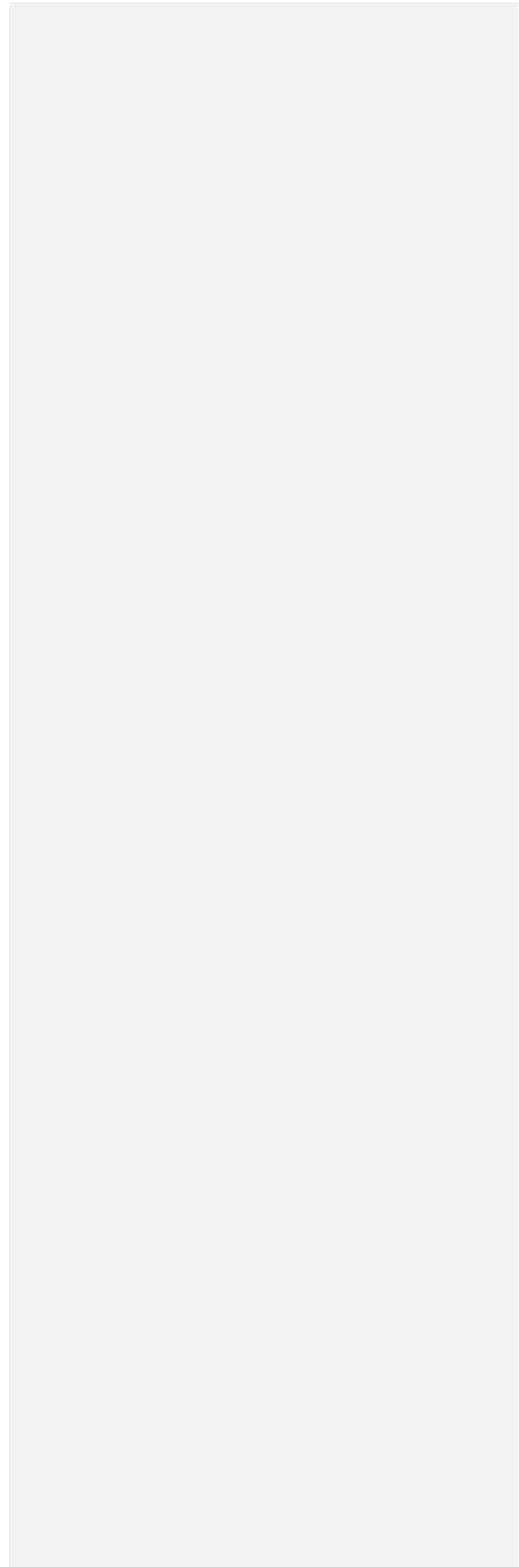
1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board (LWDB) who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.

4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

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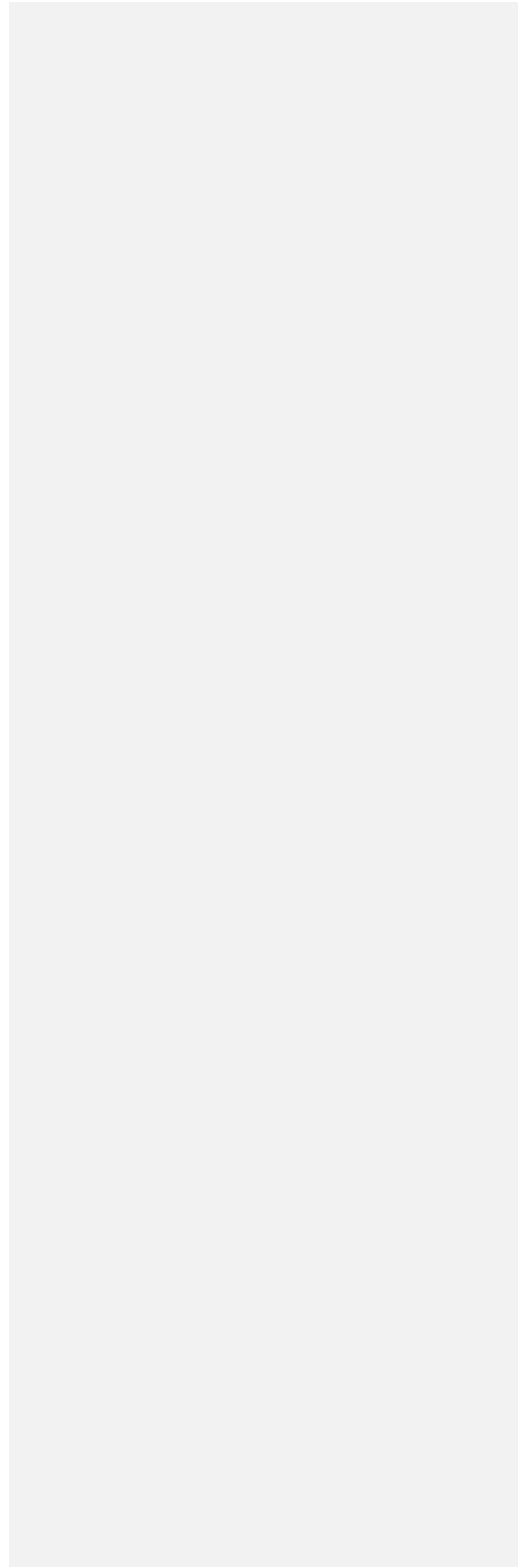
Insert MOU Attachment E (Shared Operating Budget)

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Insert MOU Attachment F (Staffing Addendum)

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**MOU Attachment G**

**CONFIDENTIALITY AGREEMENT**

**BETWEEN**

**THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE**

**AND**

**\_\_\_\_\_ WORKFORCE DEVELOPMENT AREA**

This Confidentiality Agreement is entered into as of \_\_\_\_\_, by and between the South Carolina Department of Employment and Workforce (DEW) and \_\_\_\_\_ Workforce Development Area ("LWDA").

**PURPOSE:** The purpose of this Agreement is to address the confidentiality requirements for LWDA's to use the DEW Workforce Information Portal in order to have limited access to unemployment insurance (UI) claimant data that will be used to determine an individual's potential eligibility for training and employment services programs under the Workforce Investment Act ("WIA") and the Workforce Innovation and Opportunity Act ("WIOA"), effective July 1, 2015, and for LWDA outreach for employment and training opportunities.

**ARTICLE I**

**DURATION OF AGREEMENT**

This Agreement shall take effect upon the signatures of both parties and shall terminate at the end of the third program year, June 30, 2018. This agreement may be renewed as permitted by federal and state law. The confidentiality requirements of this Agreement shall survive the term of this Agreement.

This Agreement may be amended in the event of changes in federal or state law, including but not limited to changes regarding the confidentiality of Unemployment Compensation (UC) information.

**ARTICLE II**

**APPLICABLE CONFIDENTIALITY LAWS AND REGULATIONS**

The parties agree to comply with all applicable federal and state laws, regulations, and guidance, including but not limited to:

1. The Privacy Act of 1974, 5 U.S.C. §552a;
2. The Family Privacy Protection Act, S.C. Code Ann. §§ 30-2-10, *et. seq.*;
3. The South Carolina Department of Employment and Workforce law, S.C. Code Ann. §41-27-10, *et seq.*, including §§ 41-29-150 through 170;
4. Federal-State Unemployment Compensation (UC) Program; Confidentiality and Disclosure of State UC Information, 20 C.F.R. Part 603;

5. Tax Information Security Guidelines for Federal, State and Local Agencies, IRS Publication 1075;
6. Office of Management and Budget M-07-16; and
7. SC Department of Employment and Workforce Personal Identification Information (PII) Handling and Confidentiality Policy.

### ARTICLE III

#### DEFINITIONS

##### 1. CONFIDENTIAL INFORMATION

Confidential information includes information in DEW's records that pertain to the administration of UI benefits, including wage reports. See 20 C.F.R. Part 603.2. The types of data include, but are not limited to, an individual's and/or employing unit's:

1. Name, Address, Email, and Phone Number;
2. Last four digits of Social Security Number;
3. Whether an individual is receiving Unemployment Insurance;
4. Most recent employer;
5. Any identifying particulars that in combination with publicly accessible information would identify the individual or employing unit.

##### 2. PERSONALLY IDENTIFIABLE INFORMATION

Personally identifiable information (PII) is the information that can be used to uniquely identify, contact, or locate specific individuals. Examples of PII elements include: name, address, date of birth, race, gender, telephone number, official government issued identification numbers, Social Security benefit data, tax data, and financial, medical and employment information.

### ARTICLE IV

#### INFORMATION DISCLOSED PURSUANT TO THIS AGREEMENT

This Agreement is limited to the disclosure of information that is received by LWDA for the purposes outlined in this Agreement only.

Information disclosed pursuant to this agreement includes information contained in the following data systems:

DEW Workforce Information Portal ("Portal").



## ARTICLE V

### PURPOSES FOR REQUESTING INFORMATION

Information that is requested or received by LWDA, pursuant to this Agreement, is limited to the information permitted by federal and state law and to the information needed by LWDA staff for determining an individual's potential eligibility in WIA or WIOA programs for training and employment services and for LWDA outreach for employment and applicable training opportunities.

## ARTICLE VI

### REQUIRED SAFEGUARDS

Both the recipient agency/entity and the individual recipient of confidential information and PII are subject to several required safeguards.

The individual recipient of any confidential information is required to:

1. Use the disclosed information only for purposes authorized by law and consistent with this Agreement;
2. Store the disclosed information in a place physically secure from access by unauthorized persons;
3. Undertake precautions to ensure that only authorized personnel have access to disclosed information in hardcopy form.
4. Store and process disclosed information maintained in electronic format in such a way that unauthorized persons cannot obtain the information by any means; and
5. Undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
  - a. Precautions include not saving UC information and PII exported from the Portal into spreadsheets or other documents in shared folders with unauthorized personnel.

The agency/entity recipient of any confidential information and PII is required to:

1. Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this Agreement, and the sanctions specified by South Carolina law for unauthorized disclosure of confidential information.
2. Sign an acknowledgement that all personnel, including contractors and service providers, having access to the disclosed information have been instructed in accordance with this Agreement and will adhere to DEW's confidentiality requirements and procedures. (See Attachment A).

- a. It is the understanding pursuant to this Agreement that the LWDA will be working on this project exclusively. Prior to any additional personnel, contractors, or service providers of the LWDA joining this project, the LWDA will notify DEW so the acknowledgement can be executed prior to any disclosure to the additional personnel.
3. Dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means the return of the information to DEW or destruction of the information, as instructed and approved by DEW. If destruction of the information is requested by DEW, LWDA will destroy the information within an approved timeframe. LWDA will provide a certificate of destruction.
4. Maintain a system sufficient to allow an audit of compliance with the requirements of this Agreement.

#### ARTICLE VII

##### REDISCLASURE OF CONFIDENTIAL UC INFORMATION

**LWDA is not authorized to redisclose any confidential information without prior authorization from DEW. Specifically, LWDA is not authorized to disclose the unemployment insurance status.**

Should the situation arise where LWDA seeks authorization to redisclose confidential information from the Portal, there are limited exceptions that DEW authorizes redisclosure of confidential UC information. The only exceptions are as follows:

1. To the individual or employer who is the subject of the information;
2. To an attorney or other duly authorized agent representing the individual or employer;
3. In any civil or criminal proceedings for or on behalf of a recipient agency or entity;
4. In response to a subpoena as provided in 20 C.F.R. § 603.7;
5. To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;
6. From one public official to another if the redisclosure is authorized by the State law;
7. When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

8. When specifically authorized by a written release that meets the requirements of 20 C.F.R. § 603.5(d) (to a third party with informed consent).

Information redisclosed under subsections (5) & (6) above are also subject to the safeguards outlined in Article V. Required Safeguards of this Agreement.

The requirements of this Article do not apply to disclosures of UC information to a Federal agency which DEW has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

#### ARTICLE VIII

##### METHODS AND TIMING OF REQUESTS FOR INFORMATION

This Agreement must include “the methods and timing of requests for information and responses to those requests, including the format to be used.” (20 C.F.R. § 603.10(b)(1)(iii)). DEW will provide a user name and password to the authorized employees that will access the Portal.

LWDA agrees to safeguard this information as described in federal and state law, including but not limited to 20 C.F.R. §603. LWDA will instruct the designated employees, designated contractors, and designated service providers that information is provided so that the disclosure of this information is limited to the purpose of this agreement and limited to only necessary employees, contractors, and service providers. LWDA will agree to limit the access of the data to designated employees, designated contractors, and designated service providers that will sign the Confidentiality Agreement (See Attachment A).

In the event the designated employee is discharged or leaves his or her position with LWDA, LWDA insures the former employee will not have access to the information contained therein, and **LWDA will notify DEW that the former employee’s user name and password should be revoked.**

Access to confidential information will only be granted through the Portal Information used from the Portal in any document and for any purpose is considered confidential and the provisions of this Agreement extend to all electronic, oral, and/or printed information. **Individuals with access to the Portal are prohibited from transferring DEW data to removable media and are prohibited from accessing the portal from personal devices.**

The confidentiality requirements of this Agreement survive the duration of this Agreement.

#### ARTICLE IX

##### COSTS FOR FURNISHING INFORMATION

Pursuant to 20 C.F.R. § 603.5, LWDA will not pay for the costs to DEW for furnishing information as LWDA is performing services that are part of providing workforce services to the local area.

## ARTICLE X

### ON-SITE INSPECTIONS

DEW reserves the right to conduct on-site inspections to assure that the requirements of State law and this Agreement are being met.

## ARTICLE XI

### BREACH, ENFORCEMENT, TERMINATION AND MODIFICATION

**Breach:** If any employee or agent thereof, fails to comply with any provision of this Agreement, the Agreement must be suspended, access to the Portal denied, and further disclosure of information (including any disclosure being processed) prohibited, until DEW is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, the agreement must be canceled, LWDA's access to the Portal will be revoked, and LWDA must be required to surrender to DEW all confidential UC information or PII (and copies thereof) obtained under the Agreement which has not previously been returned to DEW, and any other information relevant to the Agreement, or provide a certificate of destruction at DEW's request.

Both parties agree that each party shall be liable for its own acts and omissions, and the acts and omissions of its employees, agents and officers, and nothing within this agreement shall impute or transfer liability to the other party. This provision shall survive the expiration or termination of this Agreement, regardless of the reason for termination.

**Enforcement:** Pursuant to federal and state law, DEW must hold confidential and must not publish information that reveals an individual's or employing unit's identity and/or any identifying particulars. In the event an employee or member of DEW violates a state provision, the person must be fined not less than \$20.00 or more than \$500.00 and/or imprisoned for not longer than 90 days. SC Code Ann. § 41-29-150. DEW is permitted to disclose information under limited circumstances, including an agency or entity to which disclosures are permitted by federal statute or regulation. SC Code Ann. § 41-29-170(B)(1)(c).

DEW is permitted to disclose this information with conditions as outlined by federal regulation to LWDA, as described in this agreement. The confidentiality requirements and penalties that apply to DEW staff extend to LWDA employees covered under this Agreement.

**Termination and Modification:** This Agreement may be terminated by either party upon written notice, or immediately due to a breach or change in federal or state law. Should either party terminate this Agreement, LWDA employees shall no longer have access to confidential information from the DEW Workforce Information Portal and will be required, at DEW's discretion, to return or destroy any printed information and/or electronic files to the Office of General Counsel for DEW or provide a certificate of destruction, at DEW's request.

In the event there is a change in federal and or state law that nullifies any portion of this Agreement, the Agreement is immediately terminated and a new Agreement under the current law may be executed.

In addition, this Agreement is immediately terminable by DEW if it determines that the safeguards in the agreement are not adhered to by LWDA.

DEW reserves the right to deny access to an area or to individual employees of an area in the event of an investigation of a potential breach of this Agreement.

No amendments, modifications, changes, additions or deletions of the Agreement shall be valid unless in writing, signed by both parties and attached to this Agreement.

**SUCCESSORS AND ASSIGNS:** DEW and LWDA each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that no party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other parties.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. The contract is to be interpreted under the laws of the State of South Carolina.

The signatories hereunder warrant and declare that they are duly authorized to execute this Agreement by virtue of their position and title.

South Carolina Department of \_\_\_\_\_ LWDA  
Employment and Workforce \_\_\_\_\_

\_\_\_\_\_  
Executive Director \_\_\_\_\_ (Signatory Official)

\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT A – TO BE SIGNED BY AUTHORIZED EMPLOYEE(S)  
CONFIDENTIALITY AGREEMENT**

**REGARDING**

**CONFIDENTIAL INFORMATION FROM DEW**

ORGANIZATION NAME \_\_\_\_\_

EXECUTIVE SIGNATURE \_\_\_\_\_  
(Signatory Official)

EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE POSITION \_\_\_\_\_

DATE \_\_\_\_\_

I understand that LWDA (“LWDA”) has received and will continue to receive confidential information from the South Carolina Department of Employment and Workforce (“DEW”) pursuant to the attached Agreement between the LWDA and DEW that became effective upon signature of the Agreement.

I have reviewed the terms of the Agreement and agree to:

- use confidential information only as authorized by DEW;
- safeguard all confidential information in accordance with this agreement and DEW’s confidentiality rules, including DEW’s PII policy and applicable federal and state laws and regulations; and
- not disclose this information without prior written authorization of DEW.

I understand the confidentiality terms of the Agreement survive the duration of the Agreement.

I further understand that unauthorized disclosure of confidential information could subject me to the penalties provided under S.C. Code Ann. § 41-29-150, in addition to other penalties and/or fines under state and/or federal law and regulations.

By my signature below, I certify I have read this Confidentiality Agreement and the attached Agreement and will abide by their terms

User

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

**Commented [SR14]:** To remove. The MOU will no longer be used as the method to sign an agreement between the LWDA and DEW to access the WIP.

**THE \_\_\_\_\_ WORKFORCE AREA SC WORKS SYSTEM**  
**MEMORANDUM OF UNDERSTANDING**  
**PURSUANT TO THE**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

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The parties included in this MOU are the \_\_\_\_\_ Workforce Development Board (LWDB), Chief Elected Official(s) (CEO), the \_\_\_\_\_ SC Works Operator (Operator) and the required partners identified in the Act and other optional partners (hereinafter referred to as "Parties"). The partners' respective programs are identified on the signature pages of this agreement.

The CEO is responsible for appointing LWDB members, designating the local grant recipient and, in partnership with the LWDB, providing oversight of the local workforce delivery system.

The LWDB is responsible for developing this MOU with the SC Works partners; competitively procuring SC Works operators; strategic planning; and local policy development and oversight.

The Operator's function is to manage the SC Works system and coordinate the delivery of workforce services delivered through the system.

The SC Works system will bring together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services.

The Workforce Innovation and Opportunity Act (WIOA) identifies the following entities as required partners in the workforce system:

1. Adult, Dislocated Worker, and Youth Programs
2. Adult Education and Family Literacy Act Programs
3. Wagner-Peyser Employment Services Programs
4. Rehabilitation Programs for Individuals with Disabilities
5. Post-Secondary Education Programs (Perkins)
6. Community Services Block Grant Employment and Training Activities
7. Native American Programs
8. HUD Employment and Training Activities
9. Job Corps Programs
10. Veterans Employment and Training Programs
11. Migrant and Seasonal Farmworker Programs
12. Senior Community Service Employment Programs
13. Trade Adjustment Assistance Programs
14. Unemployment Compensation Programs
15. YouthBuild Programs
16. Temporary Assistance for Needy Families (TANF) Programs
17. Second Chance Programs

With approval of the LWDB and CEO(s), WIOA also allows other partners to be a part of the workforce system, including local employers and community-based, faith-based, and/or non-profit organizations, as well as

employment, education, and training programs provided by public libraries or in the private sector. Optional partner outreach is strongly encouraged as these partnerships are necessary to provide job seekers with the high-quality career, education, and supportive services needed to place them with businesses seeking skilled workers. Optional partners must meet the same conditions as required Parties.

Each Partner agrees to:

- (a) Provide access to its programs or activities through the SC Works delivery system;
- (b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and as supplemented by specific Federal agency Parts and CFRs, to:
  - (1) Provide applicable career services; and
  - (2) Work collaboratively with the State and LWDB to establish and maintain the SC Works delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions that are based upon:
    - (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to use and relative benefits received; and
    - (ii) Federal cost principles;
- (c) Enter into an MOU with the LWDB relating to the operation of the SC Works system; and
- (d) Participate in the operation of the SC Works system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements.

The development and implementation of this System will require mutual trust and teamwork between the Parties all working together to accomplish shared goals and in keeping with the main purposes and priorities of WIOA.

Purposes:

- Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly to those with barriers to employment;
- Supporting the alignment of workforce, education, and economic development systems;
- Improving the quality and labor market relevance of a demand-driven workforce that meets the needs of businesses and job seekers;
- Promoting improvement in the structure and delivery of services; and
- Providing workforce development activities that increase opportunities of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

The Parties agree to:

- Actively participate in the strategic planning process for the local SC Works system;
- Serve on the Business Services team and participate in industry or sector partnerships, as applicable;
- Participate in SC Works Partner meetings, as appropriate;
- Coordinate and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes; and
- At a minimum, provide electronic access to programs, activities and services:
  - Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term "electronic" includes Web sites, social media, internet chat features, and telephone.



## Services

SC Works centers provide services to customers based on individual needs, including the seamless delivery of multiple services to each customer. There is no required sequence of services. From the services listed in **Attachment A, WIOA Required Services**, an “X” indicates which services are directly provided by each partner program. **Attachment B, \_\_\_\_\_ SC Works Partner List**, includes all Local Workforce Development Area (LWDA) Parties participating in the agreement and their service location(s) and program(s) they represent.

### Career Services

Career services will be provided by all Parties in the SC Works Centers. Career Services include, but are not limited to the following:

- **Initial Assessment:** Begins with intake and focuses on determining a customer’s job readiness level, including workforce skills and access to appropriate services, auxiliary aids, and accommodations.
- **Job Counseling:** Either individually or in group sessions that helps the jobseeker make the best use of the information and services available.
- **Job Referral:** Services that are tailored to the needs of specific employers and jobseekers. Both workers and employers may also choose to post job announcements and resumes on an electronic system that is open to all.
- **Employer Services:** Access to labor market information; recruitment, screening, and referral of qualified applicants; access to economic development information and resources; posting job vacancies; offering customized job training options; connecting firms to SC Works information; technical assistance on assessment, recruitment, and human resource strategies; advocating for targeted employers in key economic sectors; and assistance with major layoffs and plant closures.
- **Labor Market Information:** Current and projected occupational supply and demand information, current occupational wage information; occupational skill standards; nonproprietary information on employers; and information on education and training program outcomes, including completion rates, placement rates, and wage rates of graduates.
- **Information and Referral:** Access to information regarding services needed by jobseekers, such as income assistance, housing, food, or medical care. Referrals to off-site services within the system will be made electronically in accordance with this agreement.
- **Training Related Information:** Access to and information about vocational exploration, basic skills and literacy training, job search skills, self-employment/entrepreneurial training, training leading to the award of skills certificates, work-based learning, two-year or four-year degree programs and state-approved apprenticeship programs.
- **Unemployment Insurance Information:** Phone accessibility to file for unemployment insurance benefits. Internet Claims filing can be done via the internet. Partner staff will provide meaningful assistance to individuals filing an initial claim.
- **Eligibility Determination:** Access to information regarding employment and training services needed by job seekers and eligibility for federal and state funded programs.
- **Outreach/Orientation/Intake:** Promoting local workforce services and activities to provide individuals with the information necessary to register for programs.
- **Performance Information on Local SC Works Centers:** How the LWDA is performing on the local performance measures and any additional performance information with respect to the SC Works delivery system in the LWDA.
- **Follow-up Services:** Including retention services and counseling regarding the workplace.

**Commented [SR1]:** NEW – for compliance with EO requirements and in preparation for the updated Non-discrimination Plan to be issued next year

### Unemployment Insurance (UI) Services

WIOA requires that a collaborative process exist among workforce Parties and UI programs. The South Carolina Department of Employment and Workforce (DEW) is a recipient of Reemployment Services and Eligibility Assessment (RESEA) grants that provide selected UI claimants reemployment services deemed necessary and beneficial in returning these individuals to gainful employment as quickly as possible. Claimants selected to participate in the RESEA program can receive up to three one-on-one reemployment assessments during their benefit year to help them return to work faster. RESEA staff advises claimants on the wide variety of reemployment services available to them and refers claimants to the services appropriate for their individual needs, including other SC Works partner programs. DEW staff agrees to provide claimants of UI programs information and assistance with filing claims and connecting with reemployment services. UI will share in the cost of the workforce system through the presence of RESEA staff in all comprehensive SC Works centers. DEW will make available UI-related training resources to assist all frontline SC Works staff in providing meaningful assistance with filing UI claims and correctly answering common claimant questions with ease and consistency.

~~The Workforce Information Portal (WIP) provides a secure method for partner staff to obtain the necessary UI data that is used to determine an individual's potential eligibility for training and employment services programs under WIOA. The WIP also allows all staff to communicate potential UI fraud and availability issues to UI personnel in an efficient and streamlined manner. Sharing such information with UI staff helps to accelerate the claimants' return to suitable employment and ensure their continued eligibility to receive UI benefits. The Parties agree to communicate potential eligibility issues to UI staff through the WIP as appropriate.~~

~~Staff members who are authorized to use the WIP have limited access to confidential information in DEW's records that pertain to the administration of UI benefits, including wage reports and/or Personally Identifiable Information (PII). See 20 C.F.R. Part 603.2. These individuals maintain signed Confidentiality Agreements with DEW as required by federal and state law. The Parties agree to communicate changes in staff with access to the WIP and ensure that active users have a signed Confidentiality Agreement with DEW, Attachment F to this MOU.~~

#### Accessibility

The Parties agree SC Works centers must comply with applicable physical accessibility requirements, as set forth in 29 CFR part 38, and the Americans with Disabilities Act of 1990 (ADA), as amended, to provide services to meet the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities. Access to services includes: access to technology and materials that are available through the SC Works delivery system; providing reasonable accommodations for individuals with disabilities; making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities; administering programs in the most integrated setting appropriate; communicating with persons with disabilities as effectively as with others; and the use of appropriate auxiliary aids and services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity. All SC Works centers must be physically and programmatically accessible to individuals with disabilities.

The Parties agree SC Works centers must comply with applicable nondiscrimination requirements, as set forth in 29 CFR Part 38.9 and Title VI of the Civil Rights Act of 1964, to ensure individuals are not excluded on the basis of National Origin. As such, the Parties agree to take reasonable steps to ensure meaningful access to each limited English proficient (LEP) individual served or encountered so that they are effectively informed of and able to participate in the services and programs provided. Reasonable steps may include, but are not limited to, an assessment of language assistance needs, providing oral interpretation, providing written translation of materials, and outreach to LEP communities.

**Commented [SR2]:** To remove. The MOU will no longer be used as the method to sign an agreement between the LWDA and DEW to access the WIP.

**Commented [SR3]:** To remove. The MOU will no longer be used as the method to sign an agreement between the LWDA and DEW to access the WIP.

**Commented [SR4]:** NEW – for compliance with EO requirements and in preparation for the updated Non-discrimination Plan to be issued next year

**Certification**

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. LWDBs will use the State issued certification standards to assess and certify SC Works centers. The criteria will evaluate the SC Works centers and SC Works delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Evaluations of effectiveness will include how well the SC Works center integrates available services for participants and businesses, meets the workforce development needs of participants and local employers, operates in a cost-efficient manner, coordinates services among the SC Works partner programs, and provides maximum access to partner program services even outside regular business hours. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. All Parties must work together to establish processes and services to achieve and maintain the required certification.

**Center Management**

The Center Manager is responsible for the day-to-day operation of the identified facilities. The Center Manager will coordinate with Parties to ensure staff is scheduled appropriately within the Center, respond to questions of an operational nature, manage the facilities, coordinate the Sharing of Resources, coordinate staffing with all center partners to ensure customers are timely greeted and directed to appropriate SC Works center staff for assistance upon entering SC Works centers, and will be the primary point of contact for SC Works Certification Standards, and other related issues. The LWDB will seek agreement from all Parties to the Front Desk Addendum if the Parties choose to cost share a front desk staff person in the comprehensive center.

The Operator agrees that partner staff will have access to their assigned work areas during standard business hours during the work week and during extended work hours, including weekend hours if necessary, as special projects, information technology maintenance, extraordinary circumstances or workload may require. The Operator agrees to timely notify, by email, all partner staff of center closings, including the Agreement Managers for all Parties listed in the Agreement Management section below.

Use the Table below to clarify the LWDB expectations for center closings related to weather and holidays:

<b>Weather Closings</b>	
<input type="checkbox"/> The LWDB closes centers based on the county announcement for weather closures.	<input type="checkbox"/> The LWDB closes centers based on an alternate determination.
<b>Holiday Closings</b>	
<input type="checkbox"/> The LWDB closes centers based on the State holiday schedule.	<input type="checkbox"/> The LWDB closes centers based on an alternate holiday schedule.
<b>Alternate Holiday Schedule – This section indicates holidays that vary from the State holiday schedule.</b>	
<b>Additional Holidays</b>	<b>Omitted Holidays</b>

**Eligibility**

Each Partner shall be independently responsible for determining eligibility for their respective programs.

**Staff Management**

**Commented [SR5]:** NEW – to clarify that the center manager must coordinate scheduling for all partners for receiving customers to the centers. Receiving customers to the center is not the sole responsibility of any one partner. And to encourage partner collaboration and cross-training of staff.

**Commented [SR6]:** NEW – to clarify in the MOU how the Front Desk Addendum (if an area chooses to include it) fits in the MOU

**Commented [SR7]:** NEW – to address the concern that partners are receiving inconsistent or untimely communication about center closings for holidays and emergency events, including weather related, building issues, and scheduled holiday closures

**Commented [SR8]:** NEW – LWDBs have the authority to make decisions to close the centers. This addition will clarify LWDB-specific expectations related to weather closures and holiday closures.

- a. Each partner shall be responsible for providing the direct supervision and control of its staff in such matters as selection and hiring decisions, personnel planning and evaluation, salary and benefits and other matters directly pertaining to an employer-employee relationship. Each Partner will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.
- b. Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not in accordance with **Attachment D, SC Works Civility Policy**.

#### **Dispute Resolution**

All SC Works system staff and management have a responsibility to act in good faith towards maintaining a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process shall be followed.

1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the LWDB who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

#### **Modification and Assignment**

This MOU may be modified at any time by written mutual agreement of the parties involved. Oral modifications shall have no effect. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. If any provision of this agreement is found to be unenforceable for any reason, all remaining provisions shall remain in full force and effect.

#### **Termination**

Withdrawal from the agreement requires ninety (90) calendar days written notice to the LWDB who is then responsible for notifying all other Parties in the agreement. In accordance with WIOA, required Parties are not permitted to withdraw from the agreement. Furthermore, upon the withdrawal of any non-required partner, the future costs associated with this agreement shall be reallocated among the remaining Parties, and this agreement shall be modified in writing, accordingly.

#### **Oversight**

The \_\_\_\_\_ Workforce Development Board will set the vision and goals for the workforce system and will assist Parties in continuously improving the system. The Parties will be responsible for cooperating with the Operator in coordinating delivery of services in the SC Works system. Parties will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the Parties. The

LWDB and the State Administrative Entity will evaluate SC Works operations and system performance to recommend new policies and changes to current policy for the operation of the SC Works system.

#### SC Works Partner Meetings

The Parties will meet no less than once quarterly to develop, implement and refine processes and documentation to achieve and maintain SC Works certification; to discuss operational and customer service issues; to address other matters necessary for the success of the SC Works system. Meeting invitations should be sent to all appropriate partner staff, including Agreement Managers. Standing and ad hoc committees may be formed to address on-going and special issues and to maximize the participation in the operation and certification of the SC Works centers.

**Commented [SR9]:** NEW – to clarify the expectation to communicate when the quarterly meetings will occur. Ensuring that staff who have the authority to make agreements for partner decisions can enhance the ability to problem-solve during the quarterly meetings and ensure collaborative conversation about issues among all partners.

#### System Integration and Referral

The Parties will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction. A key responsibility of each partner is effective referral of customers to the appropriate partner for services. This shall be done in a manner that reduces duplication, promotes a “no wrong door” policy, and ensures tracking of referrals to build accountability. Please see **Attachment C** for referral process and forms.

#### Confidentiality

- a. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records and unemployment insurance information, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.
- b. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable laws, including ensuring that Confidentiality Agreements with DEW are executed and maintained by active system users. Each Party expressly agrees to take measures to provide that no PII or other personal or confidential information is accessible by unauthorized individuals.
- c. Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Parties agree that confidentiality of customer information will be maintained at all times. Parties agree to safeguard and protect PII and other personal or confidential information pursuant to applicable Federal and State law, and 2 CFR 200.79. Parties with access to unemployment insurance information from the DEW and Workforce must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain DEW data be kept confidential. These requirements survive the duration of this agreement.
- d. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99.

- e. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

**Grants Management**

Each Partner will be responsible for managing funds and activities under their control. Grant administration, including grant management, fiscal activities, evaluation/reporting, and overall coordination activities will be the responsibility of individual Parties.

**Compliance**

Each Partner shall be responsible for ensuring that its activities are in compliance with their respective authorizing legislation and all regulations, policies and procedures set forth by the Federal or state government.

**Liability Insurance**

Each partner ensures that it will secure and maintain general tort liability insurance through an authorized carrier in at least the amount in South Carolina Code 15-78-120 of the South Carolina Tort Claims Act. Any liability of the Partner or any claims, damages, losses or cost arising out of or related acts performed by the Parties, or their agents, under this agreement shall be governed by the South Carolina Tort Claims Act 15-78-10, et seq. Each party hereto shall be liable for its own acts and omissions, and the acts and omissions of its employees, agents and officers, and nothing herein shall impute or transfer liability to the LWDB or any other party.

**Severability**

If any provision of this document is held invalid, the remainder shall not be affected thereby and shall remain in force. Similarly, should any Party withdraw, modify, assign or terminate its participation in this MOU, it shall remain binding and in full force and effect with respect to other remaining parties.

**Assurances and Certifications:**

1. The Parties will ensure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief. Each participant shall have recourse through the appropriate complaint procedure.
2. The Parties will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
3. It is expressly understood and agreed by the Parties that employees performing work within the SC Works system remain at all times employees of their respective agencies.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
5. Each member of the Parties assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by state and Federal statutes and regulations.

6. The Parties will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous. SC Works centers will be operated in accordance with reasonable safety practices.
7. The Parties will each comply with provisions of 41 U.S.C. § 702 in providing a drug-free workplace.

**INFRASTRUCTURE FUNDING AGREEMENT (IFA)**

The Infrastructure Funding Agreement (IFA) and budget establishes a plan to fund the services and operating costs of the \_\_\_ LWDA. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the \_\_\_ LWDA’s high-standard SC Works network. Cost allocation among Parties shall meet WIOA regulations, Federal Uniform Guidance, including the partner program’s authorizing law and implementing regulations, and state rules, policies and guidelines. The SC Works system is a work in progress and its costs and the Parties’ resource contributions are based on projections only and may need to be adjusted from time to time to most accurately reflect actual costs and contributions. The IFA is a component of the MOU and will be negotiated and modified annually.

The \_\_\_ LWDA has the following SC Works Centers that are designed to provide a full range of assistance to job seekers and businesses:

___ SC Works Center (Comprehensive)	
Center Manager Name, Title	Phone
Address	Email Address
Operating Hours	Website

___ SC Works Center (Affiliate)	
Center Manager Name, Title	Phone
Address	Email Address
Operating Hours	Website

Each partner agrees to provide the resources necessary to fund their proportionate share of the costs as contained in **Attachment E, Shared Operating Budget**. The IFA should include, but is not limited to the following infrastructure cost items:

- Lease/Rent
- Utilities
- Landscaping
- Janitorial and cleaning maintenance
- Building maintenance and repairs
- HVAC maintenance
- Equipment rental expenses
- Public access IT-related services
- Security System
- Pest Control
- Supplies (public access and common spaces only)

The Parties may also share other costs that support the operations of the centers, as well as the costs of shared services that are authorized for and may be commonly provided through the SC Works partner programs to any individual, such as initial intake, assessment of needs, identification of appropriate services to meet such needs, evaluation of basic skills, referrals to other partners, and business services. The Parties have agreed to cost share in the following additional shared services and estimated costs as listed below and in the attached Shared Operating Budget. Final costs for all agreed upon additional shared services will be presented and approved by the Parties prior to actual purchase or procurement of services. Failure to do so may result in disputed charges and a refusal to submit payment.

Agreed upon Additional Shared Services Est. Cost	Description

Infrastructure and agreed upon additional shared operating and/or services costs will be shared in accordance with this agreement, including the partners identified in **Attachment E: Shared Operating Budget**. Changes to the list of financially contributing partners included in the budget will result in changes to the allocations for the remaining partners. Therefore, any changes to the partners included in the budget must be submitted to all Parties of this agreement in the form of a written addendum, including the revised staffing addendum and revised budget, to ensure fiduciary responsibility. Failure to adhere to this standard may result in disputed proportionate share amounts and failure to remit payment amounts above that which are included in the original agreement.

**Commented [SR10]:** NEW – this adds clarification of what documentation is needed for Parties to clearly understand what is being amended and see how it affects the overall cost allocations for each partner program.

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from a financially contributing partner, the Parties must consult with and obtain approval from the contributing partner(s). Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party (COG, Operator or Partner) to adhere to this standard may result in disputed charges and a refusal to remit payment. Additionally, the \_\_\_\_ LWDB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting with the Parties contributing to infrastructure funding prior to the execution of a lease agreement. Once the Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space will work for their program services, an addendum to this agreement reflecting the move and any related changes must be executed **prior to the move**. Routine costs incurred during the month of the relocation will be prorated by all Parties.

**Facility Costs** - Facility costs are defined as those actual costs related to the facility use, maintenance and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs shall be borne by those Partners who deliver services through the SC Works Centers in the \_\_\_\_ region.

**Maintenance Costs** - Maintenance costs include the following unless otherwise noted: landscaping, janitorial/cleaning maintenance, routine building maintenance and repairs, including HVAC maintenance, and pest control.

- a. Contractor costs, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by all financially contributing Parties. Each entity has its own procurement process and is responsible for ensuring that quotes for service are solicited and evaluated according to the appropriate procurement process. Once a need has been determined, the Facility Host designee is responsible for advising the non-Host partner(s) of the need, securing contractor quotes and submitting this detail for review to pertinent parties. Maintenance costs must be agreed upon by all parties prior to the execution of work.

**Commented [SR11]:** NEW – rather than focusing on approving a particular contractor, this change reflects the current business practice of approving costs to ensure partner agreement and avoid partner refusal to cost share in an expense after the fact.

**Commented [SR12]:** NEW – to clarify the requirement for partner agreement to avoid partner refusal to cost share in an expense after the fact.



- b. Facility hosts with capital improvement needs of any nature must address those needs independent of this agreement and budget. Such repairs could be unresolved ADA modifications, roof repairs, HVAC replacement, etc. Capital improvement shall be the sole financial responsibility of the facility host. However, maintenance and repairs occurring from daily operations will be shared proportionately utilizing the agreed upon cost sharing methodology.

**Supplies** - Supply costs are those related to individual staff in performing their respective job duties and those related to the supply of items needed for public access (i.e. resource room) and common/shared spaces (i.e. restrooms) in each Center. Parties will purchase all staff supplies needed, including business cards, for their staff through the appropriate partner manager. The only shared supply costs will be those specifically related to public access and common/shared spaces as purchased by the Operator. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

**Equipment Costs** - Equipment costs are those related to the use of rented equipment, such as Xerox machines, etc. (including paper and ink for the machine). Partner staff will be responsible for providing the necessary equipment for their staff and will share in the cost of public access equipment only, as provided by the LWDB and/or Operator, and used only by Center customers. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

Center/Location	Number and Type of Public Access Equipment ( <i>not including PCs</i> )
_____ SC Works Center	
_____ SC Works Center	
_____ SC Works Center	

**Access to equipment** - Partner staff shall be granted access to all partner equipment in all SC Works facilities, including network closets. The partners agree that all Parties will be granted access to any other properties to verify ownership through the state property system. If equipment is found on the state property inventory list, the Parties agree to return the equipment for off-boarding, transfer, and return to ensure proper handling as required by IRS regulations property ownership and resolution of any depreciated value of the equipment.

**Public Access Computers** – The Parties agree to share in the cost of public access PCs (i.e. necessary and reasonable in-scope costs of resource rooms and **shared** computer labs). The public access IT costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs in accordance with this agreement. As part of reconciling IT costs, the Parties will be provided a copy of all current IT service provider contracts and/or work orders and any forthcoming modifications.

_____ SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
<b>Number of PCs</b>	<b>#</b>	<b>#</b>	<b>#</b>	<b>#</b>

**Shared Network Access** - In a facility where partner staff presence is minimal, the Parties may request the County/COG/Operator on behalf of the LWDB provide IT services for their staff or through a VPN tunnel. A VPN tunnel allows for a “shared” internet connection to be divided into separately managed connections. This method maintains administrative control of partner connections and equipment without interfering with

the County/COG and/or the Operator's own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity's IT service provider and the partner. Once agreement has been reached and/or a VPN connection is established and in use by partner staff, any changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

**Telephone** – When partners provide and maintain telephones (either VoIP or analog) for their staff, phone costs are not shared. In offices where a partner's presence is minimal, or where the County/COG and/or the Operator is providing phone service, the COG/County and/or the Operator may bill a partner for their proportionate share of monthly billing by the telephone service provider. In cases where a telephone cannot be provided or supported by either party, partners may choose to provide or request alternate communication methods as needed on a case by case basis.

**Cost Allocation and Proportionate Share** - WIOA and its related regulations and guidance establish, as a starting point, the expectation that partners will share proportionately in the infrastructure and shared services cost of the SC Works system. Therefore, the Parties agree that costs will be shared based on the Square Footage (SF) model. Shared costs will be allocated on the basis of the number of square feet occupied by a partner's staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis and counted proportionately as defined below:

- Sole Space – Allocated to one partner 100% of the time
- Common space – Hallways, restrooms, breakroom, resource room and computer labs (including applicable IT charges for public access PCs only), meeting rooms, etc. Common space allocation is determined by the percentage of sole space occupied by partner compared to the total square footage of the facility. See **Attachment E, Shared Operating Budget**.
- **Rotating Part-time Partners** – When multiple partners are sharing the same designated workspace/SF on a rotating schedule, the cost for that workspace is shared based on the percentage of time that space is used by each partner sharing the space. This ensures the square footage is included in the total allocation only once and that those partners who are not co-located on a full-time basis are sharing costs proportionately based on use and relative benefits received. See Attachment E, Shared Operating Budget.

**Staffing Addendum.** Occupied square footage space will determine the proportionate share percentage of infrastructure and additional shared services costs for which each Partner will be responsible for by location and program. Billing of each individual center's costs will be based on the square footage map as indicated in **Attachment F, Staffing Addendum**. The attachment must be completed and signed by all cost-sharing Parties with the execution of this MOU. Occupied square footage must be based on planned space usage for the duration of the PY at the time of signature. Permanent adjustments to occupied space for the duration of the PY (outside those of routinely occurring vacancies) will require the Staffing Addendum and effective date to be revised and signed by all Parties. Any Party may request a new staffing addendum to be executed at any time based on permanent space changes. The square footage maps attachments will be submitted to the Parties with invoices and supporting documentation reflecting actual expenses for payment.

**Deviations to Proportionate Share Formulas.** Any deviations or adjustments made to the proportionate share formulas will be presented in writing and agreed to by all Parties in the form of an addendum to the original agreement.

**Reconciliation of Shared Costs**

**Commented [RS13]:** NEW – Attachment F, Staffing Addendum, has been added to this agreement as a tool for partners to clearly see which staff are using what square footage of space in the centers. This section mirrors what has already been required in the MOU template for the FTE methodology.

This does not preclude an area which is currently using the SF methodology from continuing to use any tools already in use, but rather enhances the communication between LWDBs and partners using this methodology in a straightforward and easy to maintain format.

(For DEW-owned buildings) - DEW is responsible for reconciling and invoicing facility costs to the \_\_\_\_\_ LWDA for the \_\_\_\_\_ SC Works Center(s) within 20 days after the quarter ends. All invoices should then be submitted to the Partners by the \_\_\_\_\_ COG/County, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the COG/County within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

(For buildings leased by the LWDA) - In turn, the COG/County, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Partners for costs under this agreement as it relates to the \_\_\_\_\_ SC Works Center(s). The \_\_\_\_\_, host for the \_\_\_\_\_ SC Works center(s), is responsible for reconciling and invoicing facility costs to the Partners. All invoices should be submitted to the Partners, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the COG within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

All invoices presented hereunder will be supported by a standard Excel worksheet summarization of the charges detailing, for each invoice containing shared costs, the vendor name, the month of service covered, the total invoice amount, the shared cost portion of the invoice, and each Partner's allocated portion of those shared costs. The Partners will mutually agree on the worksheet to be used for this purpose, and the final agreed-upon worksheet will be provided to DEW and the COG/County. The worksheets will be submitted to the Partners in Excel file format and will be accompanied by PDF copies of all vendor invoices or other documentation supporting charges listed in the worksheet. No cost-sharing invoices will be processed for payment unless they are supported by the agreed worksheet transmitted in Excel file format, and no charges will be paid unless supported by a PDF of a vendor invoice or other documentation deemed sufficient by the Partner invoiced.

#### **Duration**

This MOU, including the IFA, shall be reviewed and renewed annually to ensure transparency and continuous improvements to the delivery of services and to reflect any changes in the signatory official of the LWDB, SC Works partners, and CEOs. The fiscal year shall be duly recognized as July 1 through June 30.

#### **Loss of Funds**

Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this agreement in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding.

#### **Agreement Management**

The Agreement Manager responsible for oversight and review of shared costs, as well as the monitoring of the allocation methodology and funding information for each partner is:

Partner Entity:	Partner Entity:	Partner Entity:
Name & Title:	Name & Title:	Name & Title:
Mailing Address:	Mailing Address:	Mailing Address:
Phone:	Phone:	Phone:
Email:	Email:	Email:
Partner Entity:	Partner Entity:	Partner Entity:
Name & Title:	Name & Title:	Name & Title:
Mailing Address:	Mailing Address:	Mailing Address:
Phone:	Phone:	Phone:
Email:	Email:	Email:
Partner Entity:	Partner Entity:	Partner Entity:
Name & Title:	Name & Title:	Name & Title:
Mailing Address:	Mailing Address:	Mailing Address:
Phone:	Phone:	Phone:
Email:	Email:	Email:

**Authority and Signatures**

The individuals signing have the authority to commit their respective organizations to the terms of this MOU and do so by signature below. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU. The following individual signature pages reflect the entity who is the grant recipient, administrative entity, or organization responsible for administering the funds and carrying out the specified programs and activities in the LWDA.

**Effective Date**

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 202\_.

**Attachments**

- A: WIOA Required Services by Partner
- B: SC Works Partners and Corresponding Status
- C: Referral Process
- D: SC Works Civility Policy
- E: Shared Operating Budget
- F: Staffing Addendum

**Commented [RS14]:** NEW – as noted above in the section on Cost Allocation and Proportionate Share

THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

**Chief Elected Officials:**

\_\_\_\_ County Council  
Name- Chair

\_\_\_\_ County Council  
Name- Chair

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

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

\_\_\_\_ County Council  
Name- Chair

\_\_\_\_ County Council  
Name- Chair

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

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

\_\_\_\_ County Council  
Name- Chair

\_\_\_\_ County Council  
Name- Chair

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

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

\_\_\_\_ County Council  
Name- Chair

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

THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The \_\_\_\_\_ **Workforce Development Board** is the designated entity responsible for oversight of the local SC Works delivery system including developing this MOU with the SC Works partners, designating or certifying SC Works operators, strategic planning, and policy development.

\_\_\_\_\_  
LWDB Chair Date: \_\_\_\_\_

\_\_\_\_\_  
Operator (if applicable) Date: \_\_\_\_\_

THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

\_\_\_\_\_ is the designated local grant recipient responsible for administering the following title I WIOA programs:

- Adults;
- Dislocated Workers; and
- Youth

\_\_\_\_\_ Date: \_\_\_\_\_  
Local Grant Recipient Authorized Official

THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The South Carolina Department of Employment and Workforce is the sole entity and designated State agency responsible for administering the funds of the following:

- Employment services authorized under the Wagner-Peyser Act (29 U.S.C. 49 *et seq.*);
- Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 *et seq.*);
- Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;
- Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law)
- Migrant and Seasonal Farmworkers (MSFW) programs

\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_



THE \_\_\_\_\_ WORKFORCE AREA

SC WORKS SYSTEM

**MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**The South Carolina Vocational Rehabilitation Department** is a designated agency specified under sec. 101(a) (2) of the Rehabilitation Act that is primarily concerned with vocational rehabilitation, or vocational and other rehabilitation, of individuals with disabilities in the State and is responsible for administering or supervising policy for the Vocational Rehabilitation program, authorized under title I of the Rehabilitation Act, with the exception of Vocational Rehabilitation programs for individuals who are blind which are administered by the South Carolina Commission for the Blind.

\_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

THE \_\_\_\_\_ WORKFORCE AREA  
SC WORKS SYSTEM  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

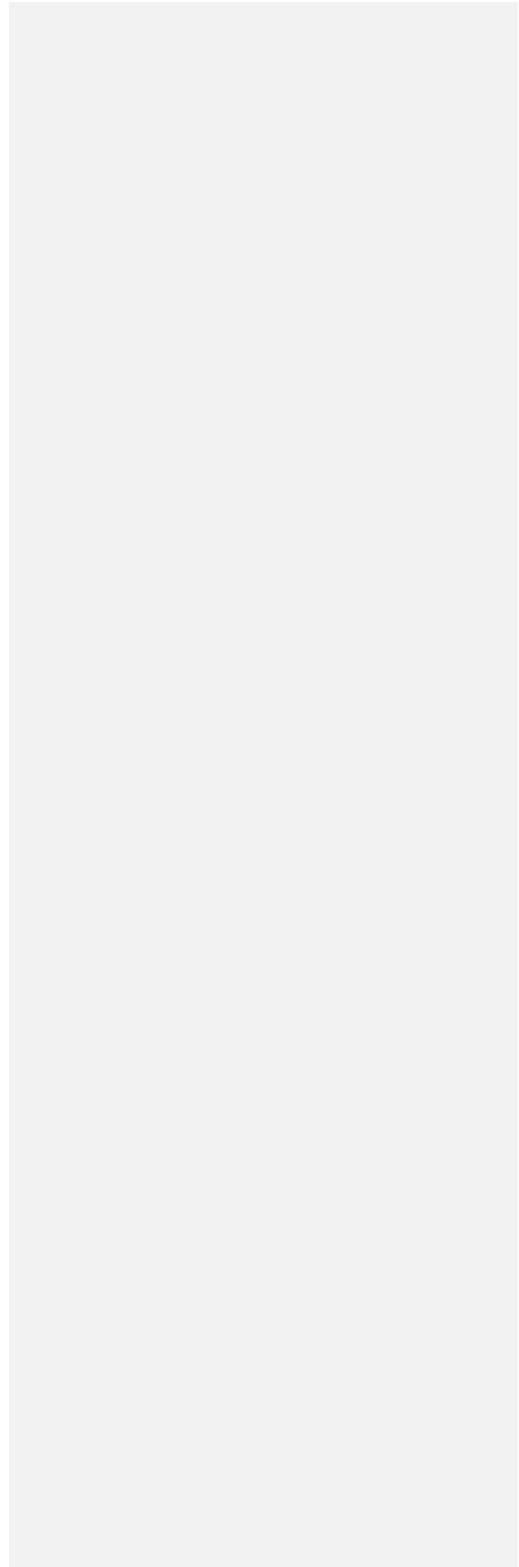
The South Carolina Commission for the Blind is a designated agency specified under the Rehabilitation Act of 1973 that is primarily concerned with providing quality individualized vocational rehabilitation services, independent living services and prevention-of-blindness services to blind and visually impaired consumers leading to competitive employment and social and economic independence.

\_\_\_\_\_  
Commission for the Blind

Date: \_\_\_\_\_

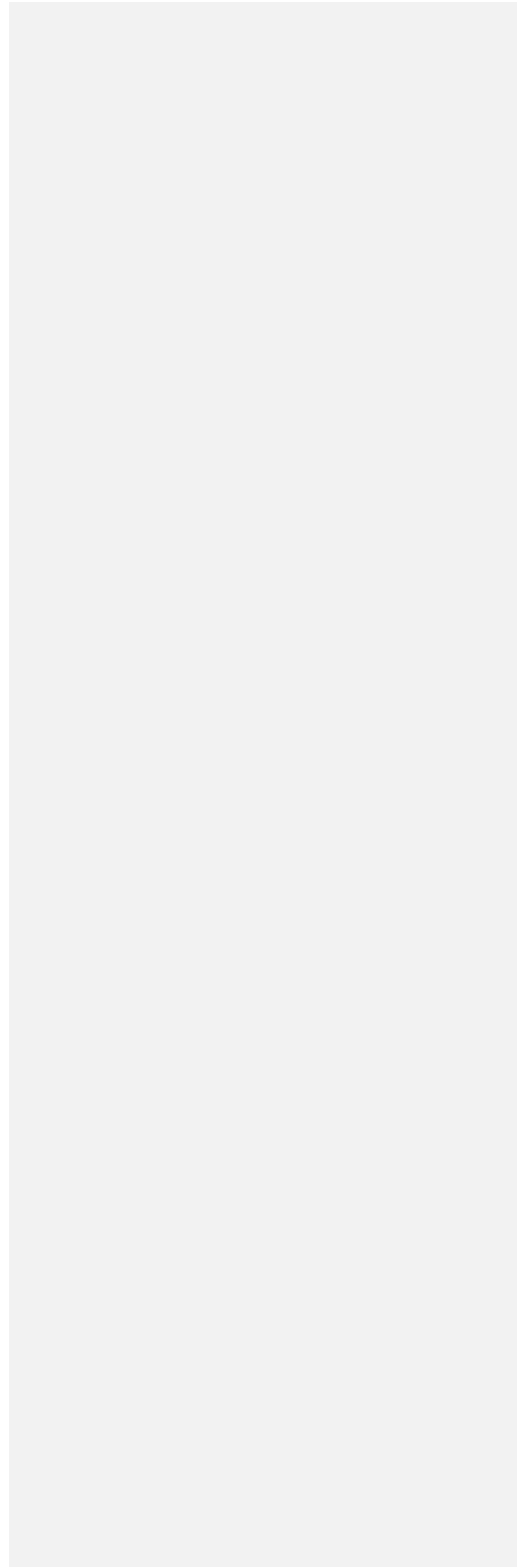
**CONTINUE INDIVIDUAL SIGNATURE PAGES FOR ALL PARTNERS IN THE FORMAT SHOWN ABOVE, INCLUDING A LIST OF PROGRAMS ADMINISTERED BY THAT PARTNER.**

DRAFT



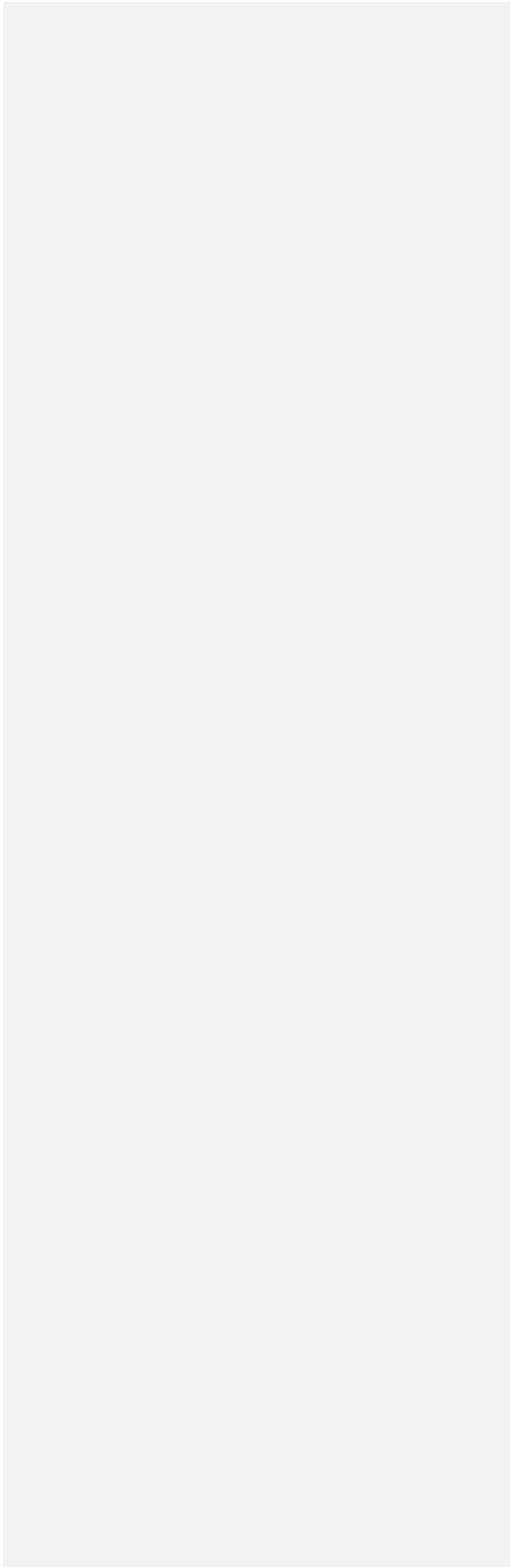
**Insert MOU Attachment A (Required Services by Partner)**

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**Insert MOU Attachment B (SC Works Partners and Corresponding Status)**

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**MOU ATTACHMENT C**

**CROSS REFERRAL AGREEMENT**

1. The parties agree that each partner shall receive referrals from and make referrals to the SC Works system in accordance with this Cross Referral Agreement.

(a) Referral Definition

A referral is defined as a good faith effort by each local SC Works Partner to direct customers to the right service at the right time.

Referrals are made in SC Works Online Services (SCWOS), or if the partner does not have a SCWOS staff account, the Partner Referral Form (Attachments C-1).

Referrals between partners will be counted when a Referral Form is received by any one partner. It will be incumbent on each partner to follow-up with referrals received from other partners, to facilitate each partner's individual intake process.

2. Each partner will use the attached referral form or SCWOS Referral in referring individuals for services they are not able to provide. This agreement will be updated to include any necessary performance standards, tracking requirements, etc. as WIOA implementation progresses.

3. The parties agree to make discussion of the referral process (for review and enhancement) a permanent agenda item at all regularly scheduled partner meetings, to include:

- ◇ Provide feedback on the success of cross-referral arrangements;
- ◇ Cross-train their respective staffs;
- ◇ Consider co-enrollment options and practices;
- ◇ Consider the effect of cross-referrals on mutual performance expectations; and
- ◇ Constantly improve the joint delivery of services to customers.

**MOU ATTACHMENT C-1**

**Referral \***

(Please fill out and send with customer upon referral OR EMAIL TO APPROPRIATE PARTNER)

Date Referred: \_\_\_\_\_ Last 4 Digits of SS#: \_\_\_\_\_ Phone # \_\_\_\_\_

Customer's Name:

\_\_\_\_\_

Last	First	MI
------	-------	----

Email: \_\_\_\_\_ Alternate Contact Information: \_\_\_\_\_

**REFERRED FROM:**

AGENCY: \_\_\_\_\_

YOUR NAME & TITLE: \_\_\_\_\_

YOUR PHONE #: \_\_\_\_\_ YOUR EMAIL: \_\_\_\_\_

**REFERRED TO:**

AGENCY: \_\_\_\_\_ PROGRAM: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

**DESCRIPTION OF SERVICES YOUR CUSTOMER NEEDS:**

If an Employment Assessment and/or Plan has been completed at your agency, please document and provide client with the Assessment and/or Plan to bring or take to his/her initial visit resulting from this referral. Please add any comments that will assist the "Referred To" agency in assisting this individual:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF WHEN, HOW, OR IF YOU NEED FEEDBACK ON THIS REFERRAL:**

\_\_\_\_\_  
\_\_\_\_\_

**FOR OFFICE USE ONLY:**

DATE RECEIVED: \_\_\_\_\_ INITIALS: \_\_\_\_\_

PLEASE RETAIN COPY FOR CLIENT'S CASE FILE (SCAN)

CASE NOTE REQUIRED FOR CONTACT ATTEMPTS, APPOINTMENTS, RESULTS, ETC.

\*ALL PARTNERS WITH SCWOS ACCOUNTS WILL UTILIZE THE REFERRAL SYSTEM IN SCWOS.

**MOU ATTACHMENT D**

SC Works Civility Policy

Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not. Indeed, management should exemplify the behavior expected of all staff in maintaining a positive and productive work culture.

Respectful workplace behaviors are those that promote positivity and professionalism including, but not limited to:

- Using respectful and courteous language in all interactions;
- Questioning an individual's position on an issue politely and seeking to understand his/her position;
- Giving an individual direct, non-personal feedback and where appropriate, in a private setting;
- Not displaying a negative attitude and understanding how one's attitude can affect the work environment;
- Approaching conflict with maturity and a true desire for resolution rather than an opportunity to disagree;
- Respecting the chain of command and raising concerns to management at the appropriate time/place and with the appropriate tone; and
- Using discretion when communicating about issues that may be considered to be personal.

Inappropriate or unacceptable workplace behaviors are statements or acts that may negatively impact the work environment including, but not limited to:

- Using profane, abusive, vulgar, or harassing language;
- Berating or unnecessarily criticizing people in public;
- Gossiping;
- Deliberately embarrassing people;
- Using e-mail or text messages as a shield for rudeness or to further any other inappropriate or unacceptable workplace behaviors; and
- Addressing people in an unprofessional manner or tone.

All SC Works system staff and management have a responsibility to act in good faith towards maintaining a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process shall be followed.

1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board (LWDB) who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.

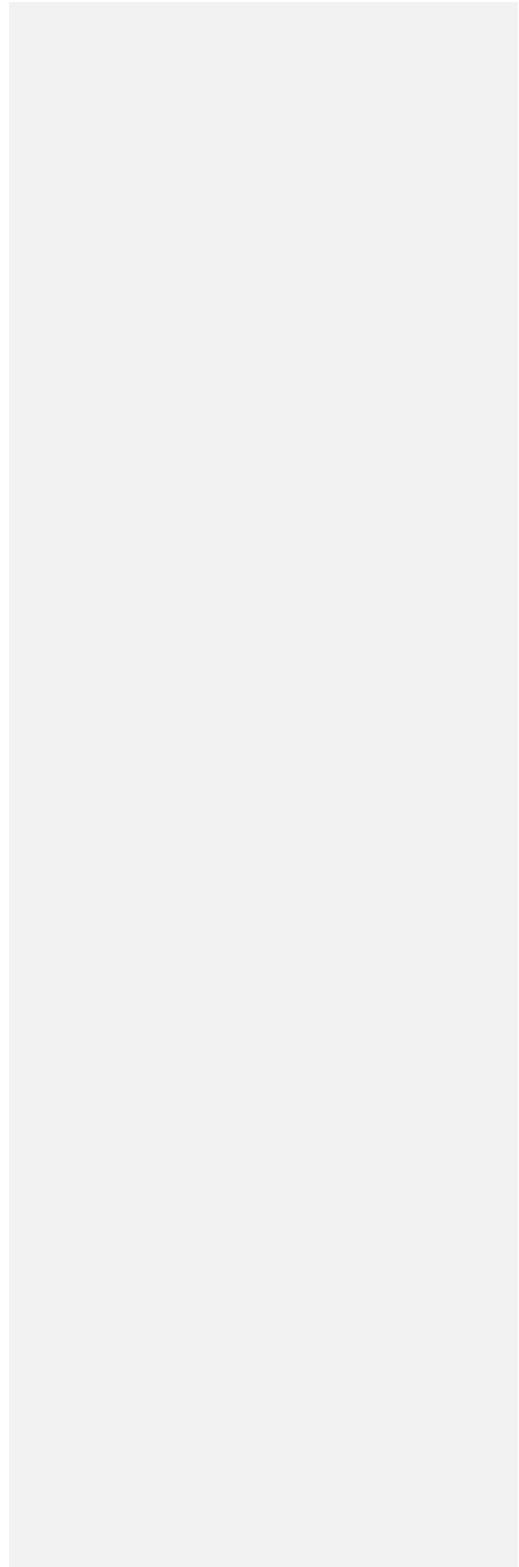


4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

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Insert MOU Attachment E (Shared Operating Budget)

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Insert MOU Attachment F (Staffing Addendum)

**Commented [SR15]:** NEW – as noted above in the section on Cost Allocation and Proportionate Share

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**CONFIDENTIALITY AGREEMENT**

**BETWEEN**

**THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE**

**AND**

\_\_\_\_\_ **WORKFORCE DEVELOPMENT AREA**

This Confidentiality Agreement is entered into as of \_\_\_\_\_, by and between the South Carolina Department of Employment and Workforce (DEW) and \_\_\_\_\_ Workforce Development Area ("LWDA").

**PURPOSE:** The purpose of this Agreement is to address the confidentiality requirements for LWDA's to use the DEW Workforce Information Portal in order to have limited access to unemployment insurance (UI) claimant data that will be used to determine an individual's potential eligibility for training and employment services programs under the Workforce Investment Act ("WIA") and the Workforce Innovation and Opportunity Act ("WIOA"), effective July 1, 2015, and for LWDA outreach for employment and training opportunities.

**ARTICLE I**

**DURATION OF AGREEMENT**

This Agreement shall take effect upon the signatures of both parties and shall terminate at the end of the third program year, June 30, 2018. This agreement may be renewed as permitted by federal and state law. The confidentiality requirements of this Agreement shall survive the term of this Agreement.

This Agreement may be amended in the event of changes in federal or state law, including but not limited to changes regarding the confidentiality of Unemployment Compensation (UC) information.

**ARTICLE II**

**APPLICABLE CONFIDENTIALITY LAWS AND REGULATIONS**

The parties agree to comply with all applicable federal and state laws, regulations, and guidance, including but not limited to:

1. The Privacy Act of 1974, 5 U.S.C. §552a;
2. The Family Privacy Protection Act, S.C. Code Ann. §§ 30-2-10, *et. seq.*;
3. The South Carolina Department of Employment and Workforce law, S.C. Code Ann. §41-27-10, *et seq.*, including §§ 41-29-150 through 170;
4. Federal-State Unemployment Compensation (UC) Program; Confidentiality and Disclosure

of State UC Information, 20 C.F.R. Part 603;

5. Tax Information Security Guidelines for Federal, State and Local Agencies, IRS Publication 1075;
6. Office of Management and Budget M-07-16; and
7. SC Department of Employment and Workforce Personal Identification Information (PII) Handling and Confidentiality Policy.

### ARTICLE III

#### DEFINITIONS

##### 1. CONFIDENTIAL INFORMATION

Confidential information includes information in DEW's records that pertain to the administration of UI benefits, including wage reports. See 20 C.F.R. Part 603.2. The types of data include, but are not limited to, an individual's and/or employing unit's:

1. Name, Address, Email, and Phone Number;
2. Last four digits of Social Security Number;
3. Whether an individual is receiving Unemployment Insurance;
4. Most recent employer;
5. Any identifying particulars that in combination with publicly accessible information would identify the individual or employing unit.

##### 2. PERSONALLY IDENTIFIABLE INFORMATION

Personally identifiable information (PII) is the information that can be used to uniquely identify, contact, or locate specific individuals. Examples of PII elements include: name, address, date of birth, race, gender, telephone number, official government issued identification numbers, Social Security benefit data, tax data, and financial, medical and employment information.

### ARTICLE IV

#### INFORMATION DISCLOSED PURSUANT TO THIS AGREEMENT

This Agreement is limited to the disclosure of information that is received by LWDA for the purposes outlined in this Agreement only.

Information disclosed pursuant to this agreement includes information contained in the following data systems:

DEW Workforce Information Portal ("Portal").

#### **ARTICLE V**

##### **PURPOSES FOR REQUESTING INFORMATION**

Information that is requested or received by LWDA, pursuant to this Agreement, is limited to the information permitted by federal and state law and to the information needed by LWDA staff for determining an individual's potential eligibility in WIA or WIOA programs for training and employment services and for LWDA outreach for employment and applicable training opportunities.

#### **ARTICLE VI**

##### **REQUIRED SAFEGUARDS**

Both the recipient agency/entity and the individual recipient of confidential information and PII are subject to several required safeguards.

The individual recipient of any confidential information is required to:

1. Use the disclosed information only for purposes authorized by law and consistent with this Agreement;
2. Store the disclosed information in a place physically secure from access by unauthorized persons;
3. Undertake precautions to ensure that only authorized personnel have access to disclosed information in hardcopy form.
4. Store and process disclosed information maintained in electronic format in such a way that unauthorized persons cannot obtain the information by any means; and
5. Undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
  - a. Precautions include not saving UC information and PII exported from the Portal into spreadsheets or other documents in shared folders with unauthorized personnel.

The agency/entity recipient of any confidential information and PII is required to:

1. Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this Agreement, and the sanctions specified by South Carolina law for unauthorized disclosure of confidential information.
2. Sign an acknowledgement that all personnel, including contractors and service providers, having access to the disclosed information have been instructed in accordance with this Agreement and will adhere to DEW's confidentiality requirements and procedures. (See Attachment A).

- a. It is the understanding pursuant to this Agreement that the LWDA will be working on this project exclusively. Prior to any additional personnel, contractors, or service providers of the LWDA joining this project, the LWDA will notify DEW so the acknowledgement can be executed prior to any disclosure to the additional personnel.
3. Dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means the return of the information to DEW or destruction of the information, as instructed and approved by DEW. If destruction of the information is requested by DEW, LWDA will destroy the information within an approved timeframe. LWDA will provide a certificate of destruction.
4. Maintain a system sufficient to allow an audit of compliance with the requirements of this Agreement.

#### ARTICLE VII

##### REDISCLOSURE OF CONFIDENTIAL UC INFORMATION

**LWDA is not authorized to redisclose any confidential information without prior authorization from DEW. Specifically, LWDA is not authorized to disclose the unemployment insurance status.**

Should the situation arise where LWDA seeks authorization to redisclose confidential information from the Portal, there are limited exceptions that DEW authorizes redisclosure of confidential UC information. The only exceptions are as follows:

1. To the individual or employer who is the subject of the information;
2. To an attorney or other duly authorized agent representing the individual or employer;
3. In any civil or criminal proceedings for or on behalf of a recipient agency or entity;
4. In response to a subpoena as provided in 20 C.F.R. § 603.7;
5. To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;
6. From one public official to another if the redisclosure is authorized by the State law;
7. When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

8. When specifically authorized by a written release that meets the requirements of 20 C.F.R. § 603.5(d) (to a third party with informed consent).

Information redisclosed under subsections (5) & (6) above are also subject to the safeguards outlined in Article V. Required Safeguards of this Agreement.

The requirements of this Article do not apply to disclosures of UC information to a Federal agency which DEW has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

### ARTICLE VIII

#### METHODS AND TIMING OF REQUESTS FOR INFORMATION

This Agreement must include “the methods and timing of requests for information and responses to those requests, including the format to be used.” (20 C.F.R. § 603.10(b)(1)(iii). DEW will provide a user name and password to the authorized employees that will access the Portal.

LWDA agrees to safeguard this information as described in federal and state law, including but not limited to 20 C.F.R. §603. LWDA will instruct the designated employees, designated contractors, and designated service providers that information is provided so that the disclosure of this information is limited to the purpose of this agreement and limited to only necessary employees, contractors, and service providers. LWDA will agree to limit the access of the data to designated employees, designated contractors, and designated service providers that will sign the Confidentiality Agreement (See Attachment A).

In the event the designated employee is discharged or leaves his or her position with LWDA, LWDA insures the former employee will not have access to the information contained therein, and **LWDA will notify DEW that the former employee’s user name and password should be revoked.**

Access to confidential information will only be granted through the Portal Information used from the Portal in any document and for any purpose is considered confidential and the provisions of this Agreement extend to all electronic, oral, and/or printed information. **Individuals with access to the Portal are prohibited from transferring DEW data to removable media and are prohibited from accessing the portal from personal devices.**

The confidentiality requirements of this Agreement survive the duration of this Agreement.

### ARTICLE IX

#### COSTS FOR FURNISHING INFORMATION

Pursuant to 20 C.F.R. § 603.5, LWDA will not pay for the costs to DEW for furnishing information as LWDA is performing services that are part of providing workforce services to the local area.

### ARTICLE X



## ON-SITE INSPECTIONS

DEW reserves the right to conduct on-site inspections to assure that the requirements of State law and this Agreement are being met.

## ARTICLE XI

### BREACH, ENFORCEMENT, TERMINATION AND MODIFICATION

**Breach:** If any employee or agent thereof, fails to comply with any provision of this Agreement, the Agreement must be suspended, access to the Portal denied, and further disclosure of information (including any disclosure being processed) prohibited, until DEW is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, the agreement must be canceled, LWDA's access to the Portal will be revoked, and LWDA must be required to surrender to DEW all confidential UC information or PII (and copies thereof) obtained under the Agreement which has not previously been returned to DEW, and any other information relevant to the Agreement, or provide a certificate of destruction at DEW's request.

Both parties agree that each party shall be liable for its own acts and omissions, and the acts and omissions of its employees, agents and officers, and nothing within this agreement shall impute or transfer liability to the other party. This provision shall survive the expiration or termination of this Agreement, regardless of the reason for termination.

**Enforcement:** Pursuant to federal and state law, DEW must hold confidential and must not publish information that reveals an individual's or employing unit's identity and/or any identifying particulars. In the event an employee or member of DEW violates a state provision, the person must be fined not less than \$20.00 or more than \$500.00 and/or imprisoned for not longer than 90 days. SC Code Ann. § 41-29-150. DEW is permitted to disclose information under limited circumstances, including an agency or entity to which disclosures are permitted by federal statute or regulation. SC Code Ann. § 41-29-170(B)(1)(c).

DEW is permitted to disclose this information with conditions as outlined by federal regulation to LWDA, as described in this agreement. The confidentiality requirements and penalties that apply to DEW staff extend to LWDA employees covered under this Agreement.

**Termination and Modification:** This Agreement may be terminated by either party upon written notice, or immediately due to a breach or change in federal or state law. Should either party terminate this Agreement, LWDA employees shall no longer have access to confidential information from the DEW Workforce Information Portal and will be required, at DEW's discretion, to return or destroy any printed information and/or electronic files to the Office of General Counsel for DEW or provide a certificate of destruction, at DEW's request.

In the event there is a change in federal and or state law that nullifies any portion of this Agreement, the Agreement is immediately terminated and a new Agreement under the current law may be executed.

In addition, this Agreement is immediately terminable by DEW if it determines that the safeguards in the agreement are not adhered to by LWDA.

DEW reserves the right to deny access to an area or to individual employees of an area in the event of an investigation of a potential breach of this Agreement.

No amendments, modifications, changes, additions or deletions of the Agreement shall be valid unless in writing, signed by both parties and attached to this Agreement.

**SUCCESSORS AND ASSIGNS:** DEW and LWDA each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that no party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other parties.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. The contract is to be interpreted under the laws of the State of South Carolina.

The signatories hereunder warrant and declare that they are duly authorized to execute this Agreement by virtue of their position and title.

South Carolina Department of \_\_\_\_\_ LWDA  
Employment and Workforce \_\_\_\_\_

\_\_\_\_\_  
Executive Director \_\_\_\_\_ (Signatory Official)

\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT A – TO BE SIGNED BY AUTHORIZED EMPLOYEE(S)  
CONFIDENTIALITY AGREEMENT**

**REGARDING**

**CONFIDENTIAL INFORMATION FROM DEW**

ORGANIZATION NAME \_\_\_\_\_

EXECUTIVE SIGNATURE \_\_\_\_\_  
(Signatory Official)

EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE POSITION \_\_\_\_\_

DATE \_\_\_\_\_

I understand that LWDA (“LWDA”) has received and will continue to receive confidential information from the South Carolina Department of Employment and Workforce (“DEW”) pursuant to the attached Agreement between the LWDA and DEW that became effective upon signature of the Agreement.

I have reviewed the terms of the Agreement and agree to:

- use confidential information only as authorized by DEW;
- safeguard all confidential information in accordance with this agreement and DEW’s confidentiality rules, including DEW’s PII policy and applicable federal and state laws and regulations; and
- not disclose this information without prior written authorization of DEW.

I understand the confidentiality terms of the Agreement survive the duration of the Agreement.

I further understand that unauthorized disclosure of confidential information could subject me to the penalties provided under S.C. Code Ann. § 41-29-150, in addition to other penalties and/or fines under state and/or federal law and regulations.

By my signature below, I certify I have read this Confidentiality Agreement and the attached Agreement and will abide by their terms

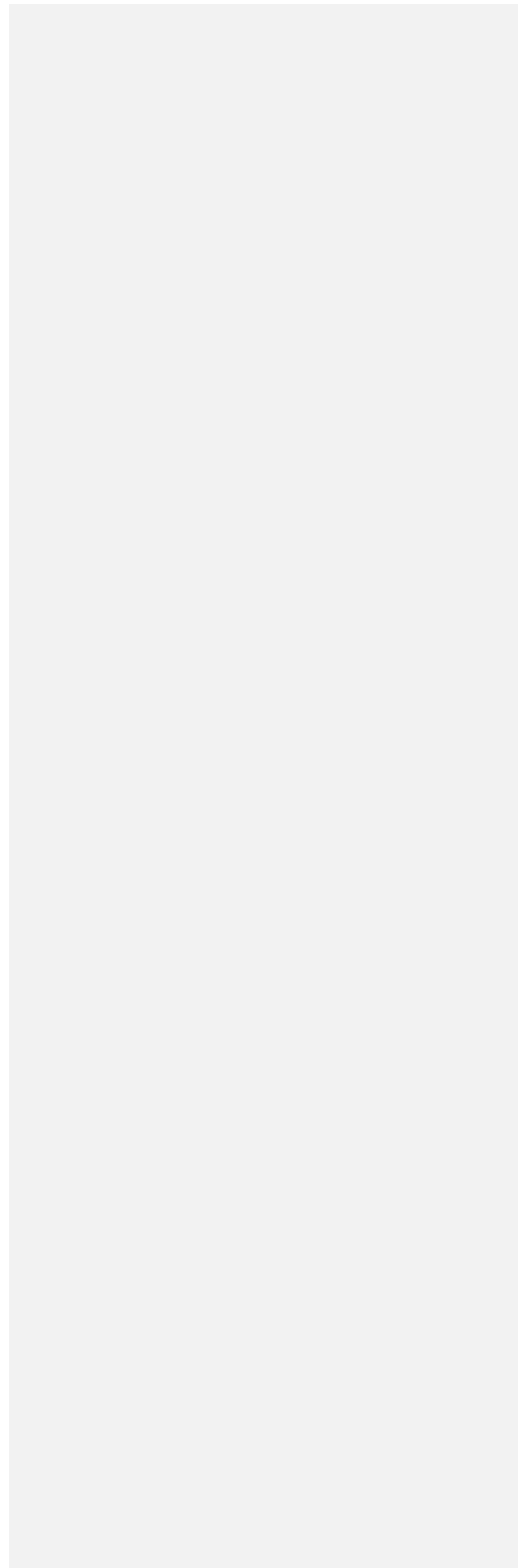
User \_\_\_\_\_

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

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**Commented [SR16]:** To remove. The MOU will no longer be used as the method to sign an agreement between the LWDA and DEW to access the WIP.

DRAFT



## MOU Attachment A: WIOA REQUIRED SERVICES

REQUIRED PARTNERS	Eligibility Deters.	Outreach & Orientation	Skills Assessments	Labor Exchange	Partner Referrals	Provision of LMI	Provision of Performance Information	Supportive Services	UI Filing	Financial Aid Assistance	Individual Career Services	Access to Training Services	Business Services
Adult, DW, and Youth													
Adult Education/Family Literacy													
Wagner-Peyser													
Rehab.Programs for Individ. w/Disabilities													
Post-Sec. Career & Tech. Ed. (Perkins)													
CSBG Employment and Training													
Native American Programs													
HUD Employment and Training													
Job Corps													
Veterans Employment and Training													
Migrant and Seasonal Farmworker													
Senior Community Svc. Employment													
Trade Adjustment Assistance													
Unemployment Compensation													
YouthBuild													
TANF													
Second Chance Act													

**Eligibility Determinations:** Determination if an individual is eligible for WIOA Adult, DW, or Youth programs.

**Outreach & Orientation:** Information on and access to services in the SC Works system.

**Skills Assessments:** Initial assessment of skill levels including literacy, numeracy, English language proficiency, and aptitudes and abilities (including skills gaps).

**Labor Exchange:** Job search and placement assistance, career counseling, and non-traditional employment information.

**Partner Referrals:** Referrals to and coordination with programs and services within the SC Works system and other workforce programs.

**Provision of LMI:** Local, regional, and national labor market statistics including: job vacancy listings, skills needed to obtain those jobs, in-demand occupations and earnings, and advancement opportunities available.

**Provision of Performance Information:** Partner specific data on how local areas are performing on accountability measures relating to the area's overall SC Works system.

**Supportive Services:** Information relating to the availability of supportive services, such as child care and transportation, and referrals to supportive service programs, as needed.

**Unemployment Insurance Filing:** Information and assistance regarding filing claims for unemployment compensation.

**Financial Aid Assistance:** Assistance in establishing eligibility for financial aid programs not provided under WIOA.

**Individualized Career Services:** Individualized services provided to eligible customers, such as counseling and career planning, to help the customer obtain or retain employment.

**Access to Training Services:** Access to training services such as On-the-Job training, entrepreneurial, adult education and literacy, and customized training.

**Business Services:** Employer services, such as job fairs, recruitment assistance, and incumbent worker training, are made available to local employers.



Enter LWDA Name Here

Center Operating Budget for PY25  
July 1, 2025 - June 30, 2026

FTE Cost Allocation Methodology

Number of FT Employees 0

Location 1												
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	Adult Ed	WIOA	Other***
Rent	\$ -	-	-	-	-	-	-	-	-	-	-	-
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ -	-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	\$ -	-	-	-	-	-	-	-	-	-	-	-
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ -	-	-	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ -	-	-	-	-	-	-	-	-	-	-	-
Public Access PC Costs	\$ -	-	-	-	-	-	-	-	-	-	-	-
Equipment Maintenance/Rental	\$ -	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Total Infrastructure Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Number of FTEs cost sharing Additional Costs 0

Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA	Other
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Additional Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Grand Total Budget** \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW program:

\*\*All staff purchase their own supplies- only resource room and common area supplies are sharea

\*\*\*Add additional columns as needed

Enter LWDA Name Here

Center Operating Budget for PY25  
July 1, 2025 - June 30, 2026

FTE Cost Allocation Methodology

Number of FT Employees 0

Location 2												
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	Adult Ed	WIOA	Other***
Rent	\$ -	-	-	-	-	-	-	-	-	-	-	-
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ -	-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	\$ -	-	-	-	-	-	-	-	-	-	-	-
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ -	-	-	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ -	-	-	-	-	-	-	-	-	-	-	-
Public Access PC Costs	\$ -	-	-	-	-	-	-	-	-	-	-	-
Equipment Maintenance/Rental	\$ -	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Total Infrastructure Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Number of FTEs cost sharing Additional Costs 0

Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA	Other
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Additional Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Grand Total Budget** \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW program:

\*\*All staff purchase their own supplies- only resource room and common area supplies are sharea

\*\*\*Add additional columns as needed



Enter LWDA Name Here

Center Operating Budget for PY25  
July 1, 2025 - June 30, 2026

FTE Cost Allocation Methodology

Number of FT Employees 0

Location 3												
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	Adult Ed	WIOA	Other***
Rent	\$ -	-	-	-	-	-	-	-	-	-	-	-
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ -	-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	\$ -	-	-	-	-	-	-	-	-	-	-	-
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ -	-	-	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ -	-	-	-	-	-	-	-	-	-	-	-
Public Access PC Costs	\$ -	-	-	-	-	-	-	-	-	-	-	-
Equipment Maintenance/Rental	\$ -	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Total Infrastructure Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Number of FTEs cost sharing Additional Costs 0

Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA	Other
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Additional Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Grand Total Budget** \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW program:

\*\*All staff purchase their own supplies- only resource room and common area supplies are sharea

\*\*\*Add additional columns as needed

Enter LWDA Name Here

Total Local Area Operating Budget for PY25

July 1, 2025 - June 30, 2026

FTE Cost Allocation Methodology

Infrastructure Costs	Location 1	Location 2	Location 3	Totals
Rent	-	-	-	-
Security System	-	-	-	-
Utilities	-	-	-	-
Janitorial/Maintenance	-	-	-	-
Landscaping	-	-	-	-
General Repair	-	-	-	-
Pest Control	-	-	-	-
Depreciation (if applicable)*	-	-	-	-
Telephone (if applicable)	-	-	-	-
Public Access PC Costs	-	-	-	-
Equipment Maintenance/Rental	-	-	-	-
Common area supplies**	-	-	-	-
Other - please list	-	-	-	-
Other - please list	-	-	-	-
Other - please list	-	-	-	-
<b>Total Infrastructure Costs</b>	\$ -	\$ -	\$ -	\$ -

Additional Shared Services Costs				
List Allowable Cost Item Agreed To	-	-	-	-
List Allowable Cost Item Agreed To	-	-	-	-
List Allowable Cost Item Agreed To	-	-	-	-
<b>Total Additional Costs</b>	\$ -	\$ -	\$ -	\$ -

Grand Total Budget	
	\$ -

\*Quarterly costs from previous program year were annualized to project a baseline budget.

Enter LWDA Name Here

Total Budget by Program for PY26

July 1, 2025 - June 30, 2026

FTE Cost Allocation Methodology

Number of FT Employees 0

	Total Locations											
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	Adult Ed	WIOA	Other***
Rent	\$ -	-	-	-	-	-	-	-	-	-	-	-
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ -	-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	\$ -	-	-	-	-	-	-	-	-	-	-	-
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ -	-	-	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ -	-	-	-	-	-	-	-	-	-	-	-
Public Access PC Costs	\$ -	-	-	-	-	-	-	-	-	-	-	-
Equipment Maintenance/Rental	\$ -	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Total Infrastructure Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Number of FTEs cost sharing Additional Costs 0

Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA	Other
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Additional Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Grand Total Budget</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
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Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW program:

\*\*All staff purchase their own supplies- only resource room and common area supplies are sharea

\*\*\*Add additional columns as needed

Enter LWDA Name Here

SAMPLE

Shared Operating Budget for PY19

July 1, 2025 - June 30, 2026

SF Cost Allocation Methodology

Enter SC Works Location 1

Infrastructure Costs	SOLE SPACE SQ. FT.	% of Sole Space Sq. Ft.	COMMON SPACE SQ. FT.	Total Shared SQ. FT.	COST PER SQ. FT.	ANNUAL COST	% OF TIME SPACE Assigned
WIOA	11,195	52.19%	4,082	15,277	\$0.00	\$ -	100%
WP	3,000	13.98%	1,766	4,766	\$0.00	\$ -	100%
TAA	5,000	23.31%	732	5,732	\$0.00	\$ -	100%
MSFW	734	3.42%	268	1,002	\$0.00	\$ -	100%
UI	234	1.09%	85	319	\$0.00	\$ -	100%
Vet	190	0.89%	69	259	\$0.00	\$ -	100%
TANF	334	1.56%	122	456	\$0.00	\$ -	100%
SNAP	301	1.40%	110	411	\$0.00	\$ -	100%
<b>Rotating PT Partner(s)</b>	<b>320</b>	<b>1.49%</b>	<b>117</b>	<b>437</b>	<b>\$0.00</b>	<b>\$ -</b>	<b>100%</b>
Partner XX	72	0.34%	26	98	\$0.00	\$ -	100%
Partner XX	72	0.34%	26	98	\$0.00	\$ -	100%
Total	21,452	100.00%	7,403	28,855		\$ -	

Rotating PT Partners	320	1.49%	117	437	\$0	\$ -	% of time Used
VR							0 60%
Adult Ed							0 20%
Job Corp							0 20%
<b>Total</b>							\$0 100%

Additional Shared Services Costs	% of Total	List Allowable/ Agreeable Cost Item	List Allowable/ Agreeable Cost Item	List Allowable/ Agreeable Cost Item
WIOA	52.19%	\$ -	\$ -	\$ -
WP	13.98%	\$ -	\$ -	\$ -
TAA	23.31%	\$ -	\$ -	\$ -
MSFW	3.42%	\$ -	\$ -	\$ -
UI	1.09%	\$ -	\$ -	\$ -
VET	0.89%	\$ -	\$ -	\$ -
TANF	1.56%	\$ -	\$ -	\$ -
SNAP	1.40%	\$ -	\$ -	\$ -
Rotating Partners	1.49%	\$ -	\$ -	\$ -
Partner XX	0.34%	\$ -	\$ -	\$ -
Partner XX	0.34%	\$ -	\$ -	\$ -
Total Costs		\$ -	\$ -	\$ -

Rotating PT Partners	1.49%	\$ -	\$ -	\$ -	\$ -	% of time Used
VR		\$ -	\$ -	\$ -	\$ -	60%
Adult Ed		\$ -	\$ -	\$ -	\$ -	20%
Job Corp		\$ -	\$ -	\$ -	\$ -	20%
Total		\$ -	\$ -	\$ -	\$ -	100%

Partners' proportionate share percentage

Enter LWDA Name Here

SAMPLE

Shared Operating Budget for PY26

July 1, 2025 - June 30, 2026

SF Cost Allocation Methodology

Enter SC Works Location 2

Infrastructure Costs	SOLE SPACE SQ. FT.	% of Sole Space Sq. Ft.	COMMON SPACE SQ. FT.	Total Shared SQ. FT.	COST PER SQ. FT.	ANNUAL COST	% OF TIME SPACE Assigned
WIOA	11,195	55.14%	4,082	15,277	\$14.00	\$ -	100%
WP	4,844	23.86%	1,766		\$14.00	\$ -	100%
TAA	2,007	9.89%	732	2,739	\$14.00	\$ -	100%
MSFW	734	3.62%	268		\$14.00	\$ -	100%
UI	234	1.15%	85	319	\$14.00	\$ -	100%
Vet	190	0.94%	69		\$14.00	\$ -	100%
TANF	334	1.65%	122		\$14.00	\$ -	100%
SNAP	301	1.48%	110		\$14.00	\$ -	100%
<b>Rotating PT Partner(s)</b>	<b>320</b>	<b>1.58%</b>	<b>117</b>	<b>437</b>	<b>\$14.00</b>	<b>\$ -</b>	<b>100%</b>
Partner XX	72	0.35%	26		\$14.00	\$ -	100%
Partner XX	72	0.35%	26		\$14.00	\$ -	100%
Total	20,303	100.00%	7,403	18,772		\$ -	

Rotating PT Partners	320	1.58%	117	437	\$14	\$ -	% of time Used
VR						0	60%
Adult Ed						0	20%
Job Corp						0	20%
<b>Total</b>						\$0	100%

Additional Shared Services Costs	% of Total	List Allowable/ Agreeable Cost Item	List Allowable/ Agreeable Cost Item	List Allowable/ Agreeable Cost Item
WIOA	55.14%	\$ -	\$ -	\$ -
WP	23.86%	\$ -	\$ -	\$ -
TAA	9.89%	\$ -	\$ -	\$ -
MSFW	3.62%	\$ -	\$ -	\$ -
UI	1.15%	\$ -	\$ -	\$ -
VET	0.94%	\$ -	\$ -	\$ -
TANF	1.65%	\$ -	\$ -	\$ -
SNAP	1.48%	\$ -	\$ -	\$ -
Rotating Partners	1.58%	\$ -	\$ -	\$ -
Partner XX	0.35%	\$ -	\$ -	\$ -
Partner XX	0.35%	\$ -	\$ -	\$ -
Total Costs		\$ -	\$ -	\$ -

Rotating PT Partners	1.58%	\$ -	\$ -	\$ -	\$ -	% of time Used
VR		\$ -	\$ -	\$ -	\$ -	60%
Adult Ed		\$ -	\$ -	\$ -	\$ -	20%
Job Corp		\$ -	\$ -	\$ -	\$ -	20%
Total		\$ -	\$ -	\$ -	\$ -	100%

Partners' proportionate share percentage

Enter LWDA Name Here

SAMPLE

Shared Operating Budget for PY26

July 1, 2025 - June 30, 2026

SF Cost Allocation Methodology

Enter SC Works Location 3

Infrastructure Costs	SOLE SPACE SQ. FT.	% of Sole Space Sq. Ft.	COMMON SPACE SQ. FT.	Total Shared SQ. FT.	COST PER SQ. FT.	ANNUAL COST	% OF TIME SPACE Assigned
WIOA	11,195	55.14%	4,082	15,277	\$14.00	\$ -	100%
WP	4,844	23.86%	1,766		\$14.00	\$ -	100%
TAA	2,007	9.89%	732	2,739	\$14.00	\$ -	100%
MSFW	734	3.62%	268		\$14.00	\$ -	100%
UI	234	1.15%	85	319	\$14.00	\$ -	100%
Vet	190	0.94%	69		\$14.00	\$ -	100%
TANF	334	1.65%	122		\$14.00	\$ -	100%
SNAP	301	1.48%	110		\$14.00	\$ -	100%
<b>Rotating PT Partner(s)</b>	<b>320</b>	<b>1.58%</b>	<b>117</b>	<b>437</b>	<b>\$14.00</b>	<b>\$ -</b>	<b>100%</b>
Partner XX	72	0.35%	26		\$14.00	\$ -	100%
Partner XX	72	0.35%	26		\$14.00	\$ -	100%
Total	20,303	100.00%	7,403	18,772		\$ -	

Rotating PT Partners	320	1.58%	117	437	\$14	\$ -	% of time Used
VR						0	60%
Adult Ed						0	20%
Job Corp						0	20%
<b>Total</b>						<b>\$0</b>	<b>100%</b>

Additional Shared Services Costs	% of Total	List Allowable/ Agreeable Cost Item	List Allowable/ Agreeable Cost Item	List Allowable/ Agreeable Cost Item
WIOA	55.14%	\$ -	\$ -	\$ -
WP	23.86%	\$ -	\$ -	\$ -
TAA	9.89%	\$ -	\$ -	\$ -
MSFW	3.62%	\$ -	\$ -	\$ -
UI	1.15%	\$ -	\$ -	\$ -
VET	0.94%	\$ -	\$ -	\$ -
TANF	1.65%	\$ -	\$ -	\$ -
SNAP	1.48%	\$ -	\$ -	\$ -
Rotating Partners	1.58%	\$ -	\$ -	\$ -
Partner XX	0.35%	\$ -	\$ -	\$ -
Partner XX	0.35%	\$ -	\$ -	\$ -
Total Costs		\$ -	\$ -	\$ -

Rotating PT Partners	1.58%	\$ -	\$ -	\$ -	\$ -	% of time Used
VR		\$ -	\$ -	\$ -	\$ -	60%
Adult Ed		\$ -	\$ -	\$ -	\$ -	20%
Job Corp		\$ -	\$ -	\$ -	\$ -	20%
Total		\$ -	\$ -	\$ -	\$ -	100%

Partners' proportionate share percentage

Enter LWDA Name Here

Total Local Area Operating Budget for PY26

July 1, 2025 - June 30, 2026

**SQ. Footage Cost Allocation Methodology**

<b>Infrastructure Costs</b>	<b>Location 1</b>	<b>Location 2</b>	<b>Location 3</b>	<b>Totals</b>
Rent				-
Security System				-
Utilities				-
Janitorial/Maintenance				-
Landscaping				-
General Repair				-
Pest Control				-
Depreciation (if applicable)				-
Telephone (if applicable)				-
Public Access PC Costs				-
Equipment Maintenance/Rental				-
Common area supplies				-
Other - please list				-
Other - please list				-
Other - please list				-
<b>Total Infrastructure Costs</b>	\$ -	\$ -	\$ -	\$ -

Square Footage

<b>Cost per Square Foot</b>	\$ -	\$ -	\$ -	
-----------------------------	------	------	------	--

<b>Additional Shared Services Costs</b>	<b>Location 1</b>	<b>Location 2</b>	<b>Location 3</b>	<b>Totals</b>
List Allowable Cost Item Agreed To				-
List Allowable Cost Item Agreed To				-
List Allowable Cost Item Agreed To				-
<b>Total Additional Costs</b>				\$ -

<b>Grand Total Budget</b>				\$ -
---------------------------	--	--	--	------

\*Quarterly costs from previous program year were annualized to project a baseline budget.

*\*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW programs*

Enter LWDA Name Here

SAMPLE

Total Budget by Program for PY26

July 1, 2025 - June 30, 2026

SF Cost Allocation Methodology

SC Works Total Locations

Infrastructure Costs	SOLE SPACE SQ. FT.	% of Sole Space Sq. Ft.	COMMON SPACE SQ. FT.	Total Shared SQ. FT.	COST PER SQ. FT.	ANNUAL COST	% OF TIME SPACE Assigned
WIOA	33,585	54.12%	12,246	45,831	\$0.00	\$ -	100%
WP	12,688	20.45%	5,298	17,986	\$0.00	\$ -	100%
TAA	9,014	14.53%	2,196	11,210	\$0.00	\$ -	100%
MSFW	2,202	3.55%	804	3,006	\$0.00	\$ -	100%
UI	702	1.13%	255	957	\$0.00	\$ -	100%
Vet	570	0.92%	207	777	\$0.00	\$ -	100%
TANF	1,002	1.61%	366	1,368	\$0.00	\$ -	100%
SNAP	903	1.46%	330	1,233	\$0.00	\$ -	100%
<b>Rotating PT Partner(s)</b>	<b>960</b>	<b>1.55%</b>	<b>351</b>	<b>1,311</b>	<b>\$0.00</b>	<b>\$ -</b>	<b>100%</b>
Partner XX	216	0.35%	78	294	\$0.00	\$ -	100%
Partner XX	216	0.35%	78	294	\$0.00	\$ -	100%
Total	62,058	100.00%	22,209	84,267		\$ -	

Additional Shared Services Costs	% of Total	List Allowable/ Agreeable Cost Item	List Allowable/ Agreeable Cost Item	List Allowable/ Agreeable Cost Item	Total Cost by Program
WIOA	54.12%	\$ -	\$ -	\$ -	\$ -
WP	20.45%	\$ -	\$ -	\$ -	\$ -
TAA	14.53%	\$ -	\$ -	\$ -	\$ -
MSFW	3.55%	\$ -	\$ -	\$ -	\$ -
UI	1.13%	\$ -	\$ -	\$ -	\$ -
VET	0.92%	\$ -	\$ -	\$ -	\$ -
TANF	1.61%	\$ -	\$ -	\$ -	\$ -
SNAP	1.46%	\$ -	\$ -	\$ -	\$ -
<b>Rotating Partners</b>	<b>1.55%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Partner XX	0.35%	\$ -	\$ -	\$ -	\$ -
Partner XX	0.35%	\$ -	\$ -	\$ -	\$ -
Total Costs		\$ -	\$ -	\$ -	\$ -

Partners' proportionate share percentage



**SC Works (local area)**

**PY\_\_\_\_ STAFFING ADDENDUM SIGNATURE SHEET**

Date Prepared: \_\_\_\_\_

**Local Area:**  
(Name)  
(Address)

**Partner:**  
(Name)  
(Address)

This addendum has the following effect on SC Works partners' proportionate shares for the following locations/suites:

<b>Comprehensive Center</b>	<b>SC Works (location)</b>	<b>SC Works (location)</b>
Name and address	Name and address	Name and address
Name and address	Name and address	Name and address

	<b>WIOA &amp; Other Partner Funded Staff</b>	<b>DSS Funded Staff</b>	<b>VR Funded Staff</b>	<b>DEW Funded Staff</b>	<b>Adult Ed Funded Staff</b>	<b>Total Center Staff</b>	<b>Proportionate Share %</b>
SC Works ( location)							WIOA- ; DSS- ; VR- ; DEW- ; AE-
SC Works (location)							
SC Works (location)							
SC Works (location)							
SC Works (location)							

Reason for Addendum: Staffing levels will determine the proportionate share percentage of facility costs for which each partner will be responsible for by location. Staffing counts should be based on planned staffing levels for the duration of the PY. During the PY, should permanent staffing changes occur, a partner may submit a written request to execute a revised addendum. Any modification to the addendum must have an agreed upon effective date and be signed by all partners.



**Agreement Period as of this Addendum**

**Beginning Date:**

**Ending Date:**

*Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.*

**Approved for Local Area:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**Approved for Partner:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**Commented [TA2]:** Fixed all of these sections for alignment with the signature line.

**Approved for Partner:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**Approved for Partner:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**Approved for Partner:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**Approved for Partner:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**SC Works (local area)**

**PY\_\_\_ STAFFING ADDENDUM SIGNATURE SHEET**

Date Prepared: \_\_\_\_\_

**Local Area:**  
(Name)  
(Address)

**Partner:**  
(Name)  
(Address)

This addendum has the following effect on SC Works partners' proportionate shares for the following locations/suites:

<b>Comprehensive Center</b>	<b>SC Works (location)</b>	<b>SC Works (location)</b>
Name and address	Name and address	Name and address
Name and address	Name and address	Name and address

	<b>WIOA &amp; Other Partner Funded Staff</b>	<b>DSS Funded Staff</b>	<b>VR Funded Staff</b>	<b>DEW Funded Staff</b>	<b>Adult Ed Funded Staff</b>	<b>Total Center Staff</b>	<b>Proportionate Share %</b>
SC Works (location)							WIOA- ; DSS- ; VR- ; DEW- ; AE-
SC Works (location)							
SC Works (location)							
SC Works (location)							
SC Works (location)							

Reason for Addendum: Occupied square footage space will determine the proportionate share percentage of infrastructure and additional shared services costs for which each Partner will be responsible for by location and program. Occupied square footage must be based on planned space usage for the duration of the PY at the time of signature. Permanent adjustments to occupied space for the duration of the PY (outside those of routinely occurring vacancies) will require the Staffing Addendum and effective date to be revised and signed by all Parties.



**Agreement Period as of this Addendum**

**Beginning Date:**

**Ending Date:**

*Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.*

**Approved for Local Area:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**Approved for Partner:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**Approved for Partner:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**Approved for Partner:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**Approved for Partner:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

**Approved for Partner:**

Staff Name:

Title:

\_\_\_\_\_

Signature

Date

# Program Year 20XX MOU/IFA Addendum

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## Front Desk Position Funding and Cost Allocation

The SC Works system brings together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services. In an effort to streamline the intake process by providing consistent front desk coverage in Comprehensive SC Works Centers, the Parties indicated below agree to proportionately share the cost for funding a full-time front desk position, up to \$45,000 including salary, fringe, and benefits, in all SC Works Comprehensive Centers for Program Year (PY) 20XX. The primary responsibility of this position would include the provision of consistent guidance and assistance to individuals visiting the SC Works Center. The individual will greet and direct customers to the appropriate resources and will report to the SC Works Center Operator. *The Parties reserve the ability to be involved in the selection and training process for this position.*

Below is a recommended list of essential duties and responsibilities:

- Greet customers and guests at the main entrance
- Respond to customer questions and direct them to the appropriate staff, program, or agency
- Provide customers with pertinent information related to employment services, WIOA services or other partner programs within the local SC Works system
- Provide an overview of available resource center services, employment referral opportunities, and vocational guidance and labor market information to claimants, job seekers, partners, and employers
- Assist customers with utilizing the SC Works Greeter kiosk
- Perform other duties as assigned

In accordance with State Instruction 16-19, Local MOU Guidelines, required partners must use a portion of their funds to pay for costs relating to the operation of the workforce system, including infrastructure costs and additional costs. Additional costs may include other costs that support the operations of the SC Works Center as a whole, such as staffing for the front desk, if agreed to by partners. Although the local operating budget contains both infrastructure and additional costs components, only failure to reach consensus among all required partners with respect to the infrastructure cost funding will trigger the implementation of the State Funding Mechanism, as outlined in the policy referenced above. Therefore, the Parties indicated below agree to proportionately share in the cost of funding a full-time front desk position in all Comprehensive Centers in addition to the infrastructure costs identified in Attachment E of the local PY 20XX MOU/IFA, Shared Operating Budget.

The local area, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Parties to the addendum as it relates to the funding of the front desk position at the local area's Comprehensive Center(s). Charges should be included in the quarterly IFA invoice and shared proportionately using the methodology agreed to and outlined in the local PY 20XX MOU/IFA.

This addendum is effective July 1, 20XX, through June 30, 20XX. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign, or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below.

---

Signature	Date
Entity	

---

Signature	Date
Entity	

---

Signature	Date
Entity	

---

Signature	Date
Entity	



## Report of Outcome from Local MOU Negotiations

<b>Local Workforce Development Area:</b>			
<b>Program Year:</b>		<b>Date Submitted:</b>	

### Section I: Consensus

- The LWDB and all required partners have reached consensus on the local MOU/IFA. (Skip to Section III: Certification.)  
*Notice is provided to the Governor that all required partners have reached consensus as required by WIOA.*
  
- The LWDB and all required partners have not reached consensus on the local MOU/IFA. (Continue to Section II: Failure to Agree.)  
*Notice is provided to the Governor that all required partners participated in good faith in local area negotiations, and despite every effort, failed to achieve consensus on a local MOU/IFA for the program year.*

### Section II: Failure to Agree

- The inability to reach agreement was because one or more required partners do not agree with how SC Works center infrastructure costs will be funded for the identified program year.

Identify the program partner(s) that did not consent to the MOU/IFA:

Administrative Entity	Partner Program(s)	Reasons Given

The following items are attached to assist with determining partners' proportionate shares under the State Funding Mechanism:

- WIOA Local Plan
- Draft MOU/IFA
- All attachments to the draft MOU/IFA

### Section III: Consensus

<i>Chair, Local Workforce Development Board</i>	<i>Date</i>

***Submit this signed form to [WorkforcePolicy@dew.sc.gov](mailto:WorkforcePolicy@dew.sc.gov) by April 15<sup>th</sup> annually.***

### **PY 20XX Schedule for MOU/IFA Negotiations**

The state partners agree to attend, either in-person or by phone, two local MOU/IFA negotiation meetings per week between February 1<sup>st</sup> and March 31<sup>st</sup> of each year. The following meeting dates have been established and the schedule has been collectively agreed upon by the Local Workforce Development Areas (LWDAs) for PY 20XX MOU/IFA negotiations. Each LWDB is responsible for determining its meeting time and location, **and sending meeting invites to all partners via Outlook.**

20XX Meeting Date	Local Workforce Development Area	LWDA Director's Initials
Tuesday, February XX		
Thursday, February XX		
Tuesday, February XX		
Thursday, March XX		
Tuesday, March XX		
Thursday, March XX		
Tuesday, March XX		
Thursday, March XX		
Tuesday, March XX		
Thursday, March XX		
Tuesday, March XX		
Thursday, March XX		
Tuesday, March XX		
Thursday, March XX		

**NOTE:** To facilitate state partner engagement and participation in the negotiation process, the meeting dates will be revised and issued to the LWDBs annually by the State. LWDAs will collectively finalize and submit the schedule to [WorkforcePolicy@dew.sc.gov](mailto:WorkforcePolicy@dew.sc.gov) by February 1<sup>st</sup> of each year.



# State Workforce Development Board

PY'24 Q2

Thursday, December 19, 2024

# SWDB Meeting Agenda

- I. WELCOME AND OPENING REMARKS
- II. APPROVAL OF MEETING MINUTES FROM JUNE 25, 2024\*
- III. DIRECTOR'S REPORT
- IV. MOU/IFA STATE INSTRUCTION LETTER REVISIONS\*
- V. SWDB STRATEGIC PLAN\*
- VI. SWDB MEMBER ACKNOWLEDGEMENT
- VII. OTHER BUSINESS/ADJOURN

**Governor’s State Workforce Development Board**  
**June 25, 2024, State Workforce Development Board Meeting Minutes**

**MEMBERS PRESENT:**

Mr. Thomas Freeland  
 Mr. William Floyd  
 Mr. Charles Brave, Jr.  
 Mr. Gregory C. Clark  
 Ms. Susan Cohen  
 Col. Craig Currey  
 Ms. Darline Graham  
 Dr. Tim Hardee  
 Mr. Jay Holloway

**MEMBERS ABSENT:**

Mr. Cliff Bourke, Jr.  
 Mr. Chris Hall  
 Mr. Pat Michaels  
 Mr. Michael W. Sexton  
 Mr. Gregory L. Tinnell  
 Mr. John Uprichard  
 Senator Ross Turner

# APPROVAL OF JUNE 25, 2024 MEETING MINUTES\*

**Welcome and Opening Remarks** ..... **Mr. Thomas Freeland, SWDB Chair**  
 Chairman Thomas Freeland called the meeting to order at 11:00 a.m. A quorum was present.

Chairman Freeland welcomed Mr. Calton McArthur and Mr. Maydad Cohen, guest presenters with Gartner Consulting, Inc.

State Workforce Development Board (SWDB) members and guests were encouraged to review the 4<sup>th</sup> Quarter Progress Report in the meeting packet.

**Director’s Report** ..... **Mr. William Floyd**  
 Mr. William Floyd, Executive Director, South Carolina Department of Employment and Workforce (DEW), presented the state’s employment situation, including employment rates and current agency projects. His presentation covered the following points:

- As of April 2024, 2,406,000 individuals were employed in South Carolina. The unemployment adjusted rate is at 3.4%, which is lower than surrounding states and the national unemployment rate of 4%.
- South Carolina’s Labor Force Participation Rate is 57.1%, a decrease of 0.1% from January 2024.

The Education and Workforce Development Act (Act 67) mandated that the State develop the Unified State Plan (USP), a comprehensive education and workforce development plan for the entire state. The USP establishes workforce development metrics around awareness, skills development, and removal of obstacles. Mr. Floyd reported that the Coordinating Council for Workforce Development (CCWD) approved the USP on June 17, 2024.

Mr. Floyd announced the SC@Work Explore campaign that will showcase high-priority occupations across the state, bringing awareness to South Carolina job seekers about the educational and skill requirements needed for industry-specific jobs.



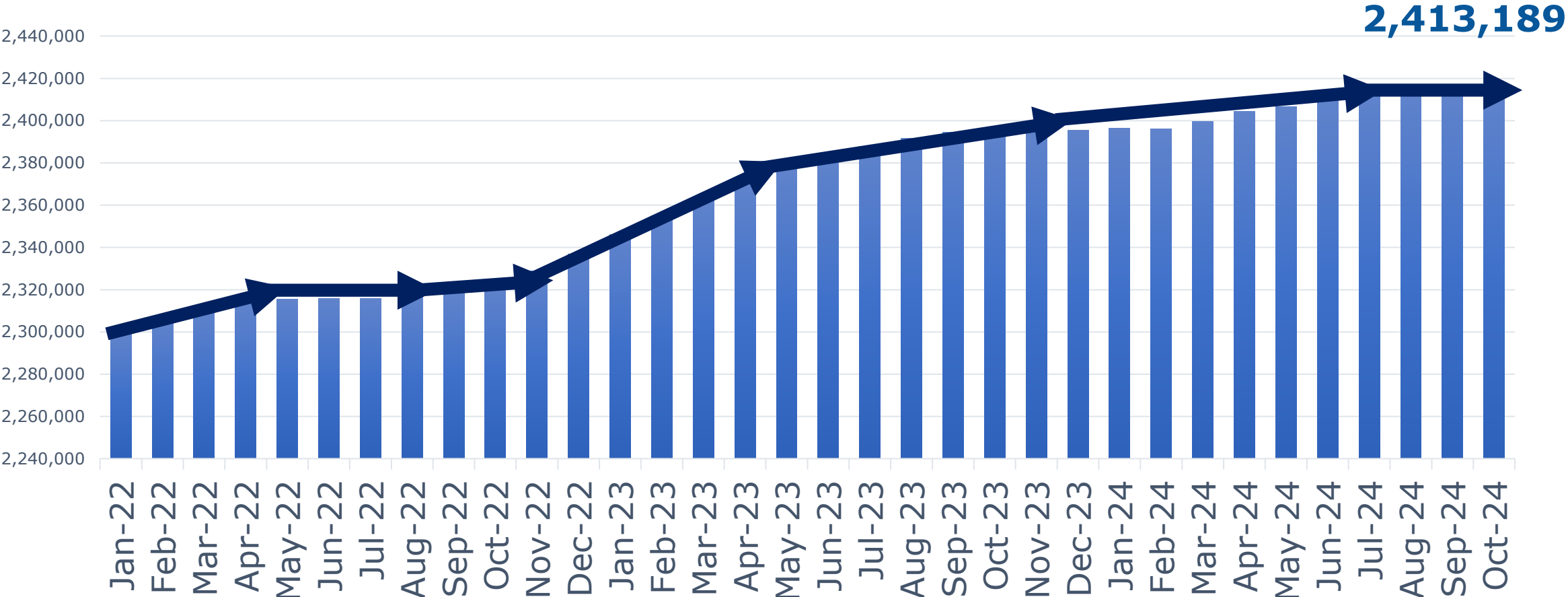
# State Workforce Development Board Update

Thursday, December 19<sup>th</sup>, 2024

Speaker: William Floyd, Executive Director

# Number of People Working

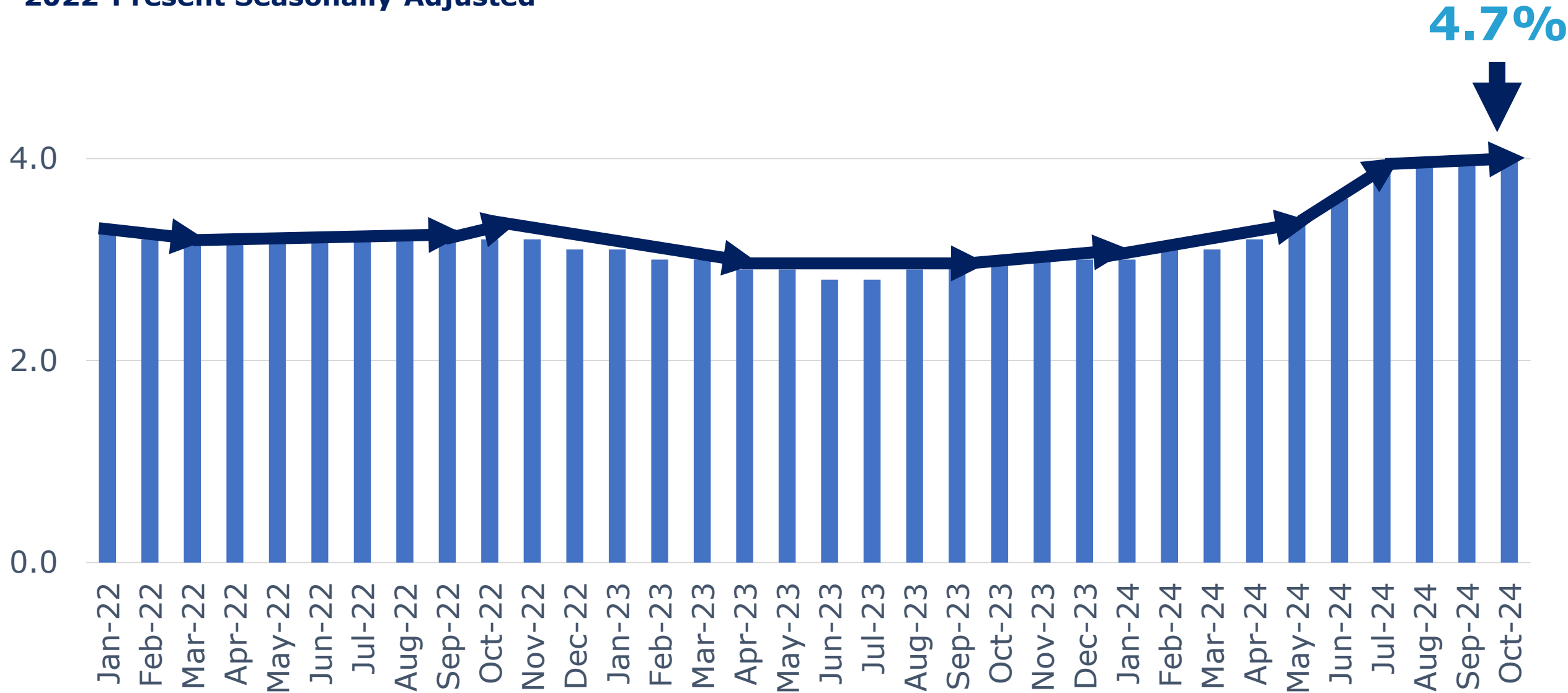
2022-Present



**2,413,189**

# Unemployment Rate

2022-Present Seasonally Adjusted







# Outcomes of Workforce Development Month

- Governor McMaster issued a proclamation declaring September 2024 as Workforce Development Month.
- DEW partnered again with the South Carolina Chamber of Commerce to sponsor the Workforce Development Symposium.
  - SC@Work: Photo Contest winners and twelve Workforce Heroes announced at the symposium.
- DEW organized job fairs, rural events, workshops, and collaborative partner events statewide.
  - 102 Recruitment events (10 virtual)
  - 4,712 Attendees
  - 648 Employers
  - 1,881 Potential Hires
  - Also, Career Coach events, Be Pro Be Proud appearances, workshops, and other events.

The 2024 Workforce Champion Award was presented to BMW for leadership in school-to-work initiatives.



# S.T.A.Y.S

## Stay To Apply Your Skills

- Veterans have **transferable skills** that are often not clear on an application or résumé.
- When interviewed, employers discover the Veteran is **qualified** for their open positions.
- **Employer** guarantees at least **1** interview for open opportunities at their organization (*not a specific position*).
- **Veteran** interviews with **5** different employers.



**VETERANS!**

Thank you for your service in South Carolina. We would love for you to stay!

South Carolina has the 8th highest military retiree population in the United States.

**WHY SOUTH CAROLINA?**

- ▶ Beaches.
- ▶ Forested mountains and waterfalls.
- ▶ Museums, aquariums, and zoos.
- ▶ Big cities and small community living.
- ▶ Great technical college and higher education systems if you want to further your skills.

**WHAT IS THE STAYS PROGRAM?**

The **STAYS Program** encourages Veterans to “**Stay to Apply Your Skills in South Carolina**” by offering five interview opportunities to veterans who use the SC Works system.

**WHO QUALIFIES?**

All Veterans and military spouses.

**CALL OR VISIT YOUR LOCAL SC WORKS CENTER TO GET STARTED!**

**SCAN TO GET STARTED TODAY**

Scan the QR code and complete the contact form. One of our STAYS specialists will contact you with further details about the program.

**OR FIND YOUR LOCAL SC WORKS CENTER HERE!**

Scan the QR code to find out where your closest SC Works center is.

So, STAY and apply your skills by joining the STAYS program!

Best of all, there are jobs in dozens of industries that want to hire veterans and make them part of the South Carolina workforce!

So, STAY and apply your skills by joining the STAYS program!

Equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. For program funding details in compliance with the Stevens Amendment, please visit [www.dew.sc.gov/funding](http://www.dew.sc.gov/funding).

**South Carolina Department of Employment and Workforce**

William Floyd  
Executive Director  
S.C. Department of Employment and Workforce

Maria Rodden  
Veterans Services Director  
S.C. Department of Employment and Workforce

**South Carolina Department of Employment and Workforce**

**SC WORKS**  
A proud partner of the American Job Center network

**S.T.A.Y.S.**  
STAY TO APPLY YOUR SKILLS

# CCWD Updates



# CCWD Updates

**SOUTH CAROLINA'S  
Coordinating Council for  
Workforce Development  
Annual Report  
2024**

**FIND YOUR  
FUTURE  
SOUTH CAROLINA**

## Skills: Secondary Education

Percent of public high school students qualifying as college and/or career-ready, including work-based learning.

Percent of individuals who, during the second quarter after receiving a high school diploma, have moved onto:

- Full-time employment
- Higher education
- Year of service

## Obstacles

### CHILDCARE

Early care and education capacity (staffed childcare spots available) for children under the age of 5, from birth to kindergarten, in licensed childcare and public prekindergarten facilities.

- Number of childcare facilities, including at home, in South Carolina.

### TRANSPORTATION

Number of vanpool transportation options across the state, with a certain percent of ridership being work-related.

## Future Growth

Weighted average of four labor market variables.

Projected number of future openings in South Carolina over the next ten years divided by the current number of individuals employed.

## Viability

Mean annual wage in South Carolina for the occupation.

### THE FOLLOWING:

- 3 Multiply the percentile in step two by a subjective weight (e.g., multiply current demand by 40%).
- 4 Obtain a raw score for each variable.
- 5 Add together the raw scores for each variable to obtain a total score.

- South Carolina Association of School Administrators
- Be Pro Be Proud SC
- South Carolina Power Team
- Greenville County School District
- South Carolina Career Kids
- South Carolina Quantum Association
- University of South Carolina
- Medical University of South Carolina





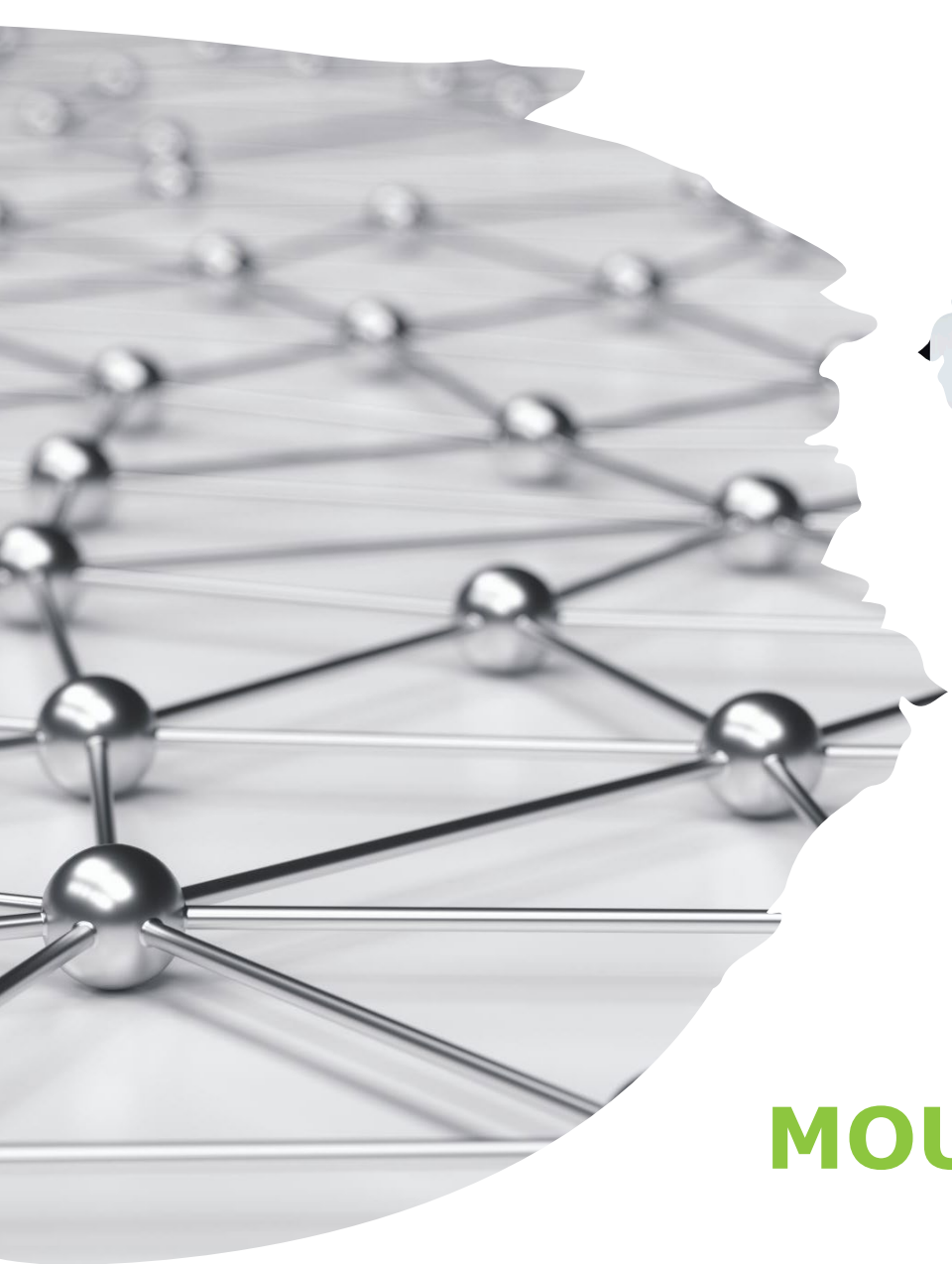
# Thank You



SOUTH CAROLINA DEPARTMENT OF  
**Employment and Workforce**

*An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.*

*For program funding details in compliance with the Stevens Amendment, please visit [www.dew.sc.gov/funding](http://www.dew.sc.gov/funding).*



# MOU/IFA STATE INSTRUCTION LETTER REVISIONS\*

# Topic Overview

LWDA Memoranda of Understanding & Infrastructure Funding Agreements

State Instruction & MOU/IFA Template Updates



# LWDA MOU/IFAs

## Why:

Each Local Workforce Development Board (LWDB) must develop and execute a Memorandum of Understanding (MOU), which includes an Infrastructure Funding Agreement (IFA), in collaboration with all required workforce system partners within its Local Workforce Development Area (LWDA).

## Significance:

The MOU/IFA establishes the agreement between LWDA partners to provide a seamless delivery of workforce development services and identifies how partners will share costs associated with SC Works centers.



# Current State Policy

- State Instruction 16-19, Change 2 (January 22, 2018)
- Guidance to Local Workforce Development Boards (LWDBs) for development of the annual MOU/IFAs
- MOU/IFA Templates
  - Developed in collaboration with core and other partners at the State level
  - Standardizes expectations across the 12 Local Workforce Development Areas (LWDAs)
    - Required Partners
    - Required Services
    - Expectations for partner interactions—partner referrals, civility, good faith negotiations
    - Cost Allocations

# What do the LWDB & Partners have to do?

Timeframe	Activity
February 15	Initiation of local MOU/IFA negotiation meetings*
March 31	Local MOU/IFA negotiations end
April 15	Report of Outcomes from Local MOU negotiations due to the State
May 15	Final MOU/IFA draft, including all attachments, submitted by the LWDB to all partners for review and signature
June 30	All local MOU/IFAs must be fully executed

- Annual MOU/IFAs
- Attachments
  - WIOA Required Services
  - LWDA SC Works Partner List
  - Cross Referral Agreement
  - SC Works Civility Policy
  - Shared Operating Budget
  - Staffing Addendum
- Quarterly Partner Meetings and Budget Updates

## For more information about MOU/IFAs:

- State Instruction 16-19, Change 2: Local Memorandum of Understanding Guidelines
- 20 CFR §§ 678.500–678.510: Memorandum of Understanding for the One-Stop Delivery System
- 20 CFR §§ 678.700–678.760: One-Stop Operating Costs
- WIOA MOUs and Infrastructure Costs (DOL presentation available on Workforce GPS)

# State Guidance & MOU/IFA Template Updates

Improved Partner Communication

Equal Opportunity Additions

Other Updates

# Improved Partner Communication

- Annual LWDA MOU/IFA Negotiation Meetings
  - Draft Documents
  - Budget Format
- Partner Consensus: Full Time Equivalency vs. Square Footage
  - Upon 30 days advance notice
  - Significant changes, such as:
    - Center Move
    - Partner Withdrawal
- Fully Executed MOU/IFAs
- Quarterly Partner Meetings
- Improved coordination for intake processes
- Center Closures
- Unexpected Expenses/Center Moves/Staffing Changes Updates
  - Revised Shared Operating Budget
  - Revised Staffing Addendum
  - Quarterly
- Agreement Managers

# Equal Opportunity Updates

- Appropriate access to services for Limited English Proficiency (LEP) individuals
  - Additional costs may include the identification of appropriate services, auxiliary aids, and accommodations
  - Partners must comply with applicable nondiscrimination requirements → Language accessibility services are an essential component for the operation of SC Works centers
  - Statutes, Regulations, and State Guidance:
    - Civil Rights Act of 1964, Title VI, 42 U.S.C. § 2000d *et seq.*
    - Workforce and Innovation Opportunity Act, Public Law 113-128, § 188
    - 29 CFR § 38.2(a)(2)
    - SC Non-discrimination Plan (to be updated June 2025)
- All SC Works center partners, regardless of funding source, are subject to the nondiscrimination requirements of WIOA.*

# Other Updates

- General improvements to forms and templates
- SC Works center maintenance costs
  - Shift focus from partner approval of the contractor to contractor *costs*
  - Why?
    - Fair procurement process
    - Additional approval step for already thorough approval process
    - Current business practices
- Removal of Attachment G (FTE) and Attachment F (Square Footage) – Confidentiality Agreement for the Workforce Information Portal (WIP)
- New Staffing Addendum (Attachment F) for the square footage methodology template

# Policy Revision Status

LWDA comments compiled for review	12/2/2024
Policy revised (V5), as appropriate, based on LWDA comments	12/2-5/2024
Submit final draft (V5) to internal staff and state agency partners for final review	12/5-6/2024
<b><u>Milestone:</u> SWDB Executive Committee</b>	<b>12/5/2024</b>
Final review by internal staff and state agency partners	12/6-12/2024
Finalize draft (V6) and submit for SWDB review	12/13/2024
<b><u>Milestone:</u> Full SWDB</b>	<b>12/19/2024</b>
Final changes from all feedback to State Instruction + MOU Attachments	12/19-20/2024
AED approves and signs the State Instruction for issue	12/20/2024
<b><u>Milestone:</u> Issuance of State Instruction + MOU Attachments</b>	<b>12/20/2024</b>



# Contacts

Sheleena Rios

DEW Workforce Policy Manager

[srios@dew.sc.gov](mailto:srios@dew.sc.gov)

To contact the Workforce Policy Department:

[WorkforcePolicy@dew.sc.gov](mailto:WorkforcePolicy@dew.sc.gov)

# Thank You!

Questions?



# SWDB Strategic Plan\*

# VISION and MISSION

**Vision:** Achieve and sustain South Carolina's workforce potential.



**Mission:** Through collaboration and coordination, align and enhance South Carolina's education and workforce system so that it is readily accessible, highly effective, and easily understandable.



**Areas of Focus:**  
Awareness  
Skills  
Obstacles  
Federal investments

# WIOA State Plan and SWDB Alignment

## WIOA State Plan Topics & Goals

(Alignment, Skills, Obstacles, Leveraging Funding)

## State WIOA Objectives

## State WIOA Strategies

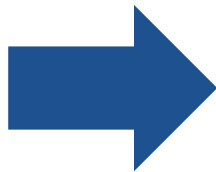
### State WIOA Actions

Specific actions entities at the state level will take by certain dates to reach for and achieve the strategies and metrics

## State Workforce Development Board Strategic Plan

### SWDB Actions

Specific actions SWDB will take by certain dates to reach for and achieve the strategies and metrics (e.g., Performance, policy, funding, evaluation/study, or partnership/committee)



## Objective #1

**Develop and create an effective customer-driven workforce system through alignment of programs and policies, the use of leading-edge technology, and high-quality staff.**

### State Plan Strategies

1.1 Implement a case management system that integrates data across the WIOA core partner programs.

1.2 Develop and implement cross-partner staff training to enhance service delivery to job seekers and businesses.

1.3 Increase engagement between State and Local Workforce Development Boards. \*\*

### SWDB Actions

1.2.1 Host SC Works partner trainings and information sessions

1.2.2 Explore SC Works Partner Conference bi-annually [PY'25]

1.3.1 Host SWDB and LWDB joint training, meetings, and information sessions

1.3.2 Encourage SWDB members to engage with their Local Workforce Development Board

## Objective #2

**Prepare jobseekers for high wage, high growth, high demand, high mobility/retention (4H) occupations through relevant training and skills acquisition, and match jobseekers to open employer positions.  
(Priority Occupations)**

### State Plan Strategies

2.1 Increase the percentage of participants that obtain high-value credentials.

2.2 Increase access to education and training necessary for individuals to use Broadband to advance their personal goals and increase South Carolina's technology workforce competitiveness businesses.

### SWDB Actions

2.1.1 Host a SC Works partner forum around the Supply Gap Analysis/Priority Occupation

2.1.2 Develop Memo providing guidance for utilizing the Priority Occupations tool; - distribute memo after forum

2.1.3 Develop Eligible Training Provider List performance measures [PY'25]

2.1.4 Evaluate how employers and job seekers access apprenticeships

2.2.1 Promote SC Professional Skills Credential

2.2.2 Develop SC Professional Skills Credential attainment goal

## Objective #2

**Prepare jobseekers for high wage, high growth, high demand, high mobility/retention (4H) occupations through relevant training and skills acquisition, and match jobseekers to open employer positions.  
(Priority Occupations)**

### State Plan Strategies

2.3 Improve strategic outreach and service delivery to employers to effectively match job seekers with employers.

2.4 Increase the awareness of career pathways in K-12 \*\*

### SWDB Actions

2.3.1 Fund the expansion of the Palmetto Business Barometer Survey

2.3.2 Develop guidance on the delivery of local business services

2.4.1 Explore how to maximize youth employment resources



## Objective #3

**Improve education and workforce infrastructure network to decrease barriers to work in order to increase attraction “recruitment” and retention necessary to maintain economic development competitiveness critical to the growth of high wage, growth, demand, mobility/retention jobs.**

### State Plan Strategies

3.1 Increase the awareness of resources to mitigate obstacles to employment.

3.2 Implement a multifaceted rural outreach strategy to ensure that rural areas of South Carolina have access to employment and training resources.

### SWDB Actions

3.1.1 Host SC Works partners trainings and information sessions

3.1.2 Collect and distribute a catalog of promising practice and models for removing obstacles, primarily related to transportation, childcare, and housing

3.1.3 Funding to implement models for removing barriers

## Objective #4

**Create alignment between the workforce development system and the state agencies and organizations directing implementation of the IIJA, IRA, and CHIPS and Science Act funding.**

### State Plan Strategies

4.1 Identify resources and funding opportunities to provide services to job seekers.

4.2 Communicate opportunities to the workforce system.

4.3 Identify and strategically target training providers in the state that are offering programs in the infrastructure, energy, and advance manufacturing sectors.

### SWDB Actions

4.1.1 Inventory federal investments flowing to the state through the IIJA, IRA, and CHIPS and Science Act

4.2.1 Host SC Works partners trainings and information sessions

4.3.1 Evaluate the need and feasibility of a statewide electric vehicle workforce collaborative

# SC Works Management Committee Priorities (DRAFT)

SC Works Management Committee		
Goal/Objectives	Strategies	Implementation
1. Develop and create an effective customer-driven workforce system through alignment of programs and policies, the use of leading-edge technology, and high-quality staff.	1.2 Develop and implement cross-partner staff training to enhance service delivery to job seekers and businesses.	1.2.1 Host SC Works partners trainings and information sessions
2. Prepare jobseekers for high wage, high growth, high demand, high mobility/retention (4H) occupations* through relevant training and skills acquisition, and match jobseekers to open employer positions. [* Priority Occupation]	2.1 Increase the percentage of participants that obtain high-value credentials.	2.1.1 Host a SC Works partner forum around the Supply Gap Analysis/Priority Occupation
		2.1.2 Develop a Memo providing guidance for utilizing the Priority Occupations tool; (distribute after forum)
		2.1.3 Develop Eligible Training Provider List (ETPL) performance measures [PY'25]
		2.1.4 Evaluate how employers and job seekers access Apprenticeship
	2.3 Improve strategic outreach and service delivery to employers to effectively match job seekers with employers.	2.3.1 Fund the expansion of Palmetto Business Barometer Survey
		2.3.2 Develop guidance on the delivery of local business services
3. Improve education and workforce infrastructure network to decrease barriers to work in order to increase attraction "recruitment" and retention necessary to maintain economic development competitiveness critical to the growth of high wage, growth, demand, mobility/retention jobs.	3.1 Increase the awareness of resources to mitigate obstacles to employment.	3.1.1 Host SC Works Partners trainings and information sessions

# Workforce Innovation Committee Priorities (DRAFT)

## Workforce Innovation Committee

Goal/Objectives	Strategies	Implementation
2. Prepare jobseekers for high wage, high growth, high demand, high mobility/retention (4H) occupations through relevant training and skills acquisition, and match jobseekers to open employer positions. (Priority Occupations)	2.2 Increase access to education and training necessary for individuals to use Broadband to advance their personal goals and increase South Carolina’s technology workforce competitiveness.	2.2.1 Promote SC Professional Skills Credential
	2.4 Increase the awareness of career pathways in K-12.**	2.4.1 Explore how to maximize youth employment resources **
3. Improve education and workforce infrastructure network to decrease barriers to work in order to increase attraction “recruitment” and retention necessary to maintain economic development competitiveness critical to the growth of high wage, growth, demand, mobility/retention jobs.	3.1 Increase the Awareness of resources to mitigate obstacles to employment.	3.1.2 Collect and distribute a catalog of promising practices and models for removing obstacles, primarily related to transportation, childcare, and housing
		3.1.3 Funding to implement models for removing barriers
4. Create alignment between the workforce development system and the state agencies and organizations directing implementation of the IJJA, IRA, and CHIPS and Science Act funding.	4.3 Identify and strategically target training providers in the state that are offering programs in the infrastructure, energy, and advanced manufacturing sectors.	4.3.1 Evaluate the need and feasibility of a statewide electric vehicle workforce collaborative

# Board Development Committee Priorities (DRAFT)

## Board Development Committee

Goal/Objectives	Strategies	Implementation
1. Develop and create an effective customer-driven workforce system through alignment of programs and policies, the use of leading-edge technology, and high-quality staff.	1.2 Develop and implement cross-partner staff training to enhance service delivery to job seekers and businesses.	1.2.2 Explore SC Works Partner Conference bi-annually (PY'25)
	1.3 Increase engagement between State and Local Workforce Development Boards.**	1.3.1 Host SWDB and LWDB joint training, meetings, and information sessions
		1.3.2 Encourage SWDB members to attend their Local Workforce Development Board
4. Create alignment between the workforce development system and the state agencies and organizations directing implementation of the IIJA, IRA, and CHIPS and Science Act funding.	4.1 Identify resources and funding opportunities to provide services to job seekers.	4.1.1 Inventory federal investments flowing to the state through the IIJA, IRA, and CHIPS and Science Act (Step 1)
	4.2 Communicate opportunities to the workforce system.	4.2.1 Host SC Works Partners trainings and information sessions



# SWDB Strategic Plan Outline

# Content



Letter from Chair



Executive Summary



2024-2027 SWDB Priorities



# SWDB Strategic Plan – One pager



## 2024-2027 SWDB Priorities

South Carolina  
**SWDB Strategic Plan 2024-2027**  
The WIOA State Plan is required by the federal Workforce Innovation and Opportunity Act.

**VISION**  
Achieve and sustain South Carolina's workforce potential.

**GUIDING PRINCIPLES**

- Align with the Unified State Plan for Education and Workforce Development.
- Focus solely on activities that support the mission.
- Evaluate economic and labor market data, and actively listen to an inclusive group of partners, employers, and jobseekers.
- Base strategies and decisions on data and input.
- Be accountable for outcomes that support business growth and economic opportunities for all South Carolinians.

**MISSION**  
Through collaboration and coordination, align and enhance South Carolina's education and workforce system so that it is readily accessible, highly effective, and easily understandable.

---

**GOALS/OBJECTIVES**

Develop and create an effective customer-driven workforce system through alignment of programs and policies, the use of leading-edge technology, and high-quality staff.

**STRATEGIES**

- 1.1 Implement a case management system that integrates data across the WIOA core partner programs.
- 1.2 Develop and implement cross-partner staff training to enhance service delivery to jobseekers and businesses.

---

1

**SWDB ACTION ITEMS**

- 1.1.1 Implement recommendations from Shared Case Management System Feasibility Study. <sup>(A)</sup>
- 1.2.1 Relaunch of WIOA Partner Series. <sup>(A)</sup>
- 1.2.2 Utilize Learning Management System to provide staff training. <sup>(A)</sup>

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**GOALS/OBJECTIVES**

Prepare jobseekers for high wage, high growth, high demand, high mobility/ retention (4H) occupations\* through relevant training and skills acquisition, and match jobseekers to open employer positions.

\*These are what the Coordinating Council for Workforce Development define and refer to as "priority occupations."

**STRATEGIES**

- 2.1 Increase the percentage of participants that obtain high-value credentials.
- 2.2 Increase access to education and training necessary for individuals to use Broadband to advance their personal goals and increase South Carolina's technology workforce competitiveness.
- 2.3 Improve strategic outreach and service delivery to employers to effectively match jobseekers with employers.

---

2

**ACTION ITEMS**

- 2.1.1 DEW LMI completion of the Supply Gap Analysis. <sup>(B)</sup>
- 2.1.2 Define "high-value credential". <sup>(B)</sup>
- 2.1.3 Expand network of training providers to ensure inclusion of programs that lead to or result in a high-value credential. <sup>(B)</sup>
- 2.2.1 Improve communication and coordination with the Digital Opportunity Department. <sup>(B)</sup>
- 2.2.2 Continue expansion of Connection Points and promote utilization of Connection Points to provide digital literacy education and training. <sup>(B)</sup>
- 2.2.3 Provide digital literacy instruction and assessments to certify that individuals have core literacy competencies for life and the workplace. <sup>(B)</sup>
- 2.3.1 Distribute and implement SC Works customer satisfaction guidance. <sup>(A)</sup>
- 2.3.2 Utilize statewide employer survey to glean information about pain points and how the system can help. <sup>(A)</sup>
- 2.3.3 Develop joint guidance on the delivery of local business services to include continued utilization of Integrated Business Services Teams and sector partnerships. <sup>(A)</sup>
- 2.3.4 Implementation of the Senior Business Consultant model that will manage service delivery to key accounts and foster regional collaboration. <sup>(A)</sup>





# SWDB MEMBER ACKNOWLEDGMENT



***Valerie Richardson***

***2016 - 2024***



***Swati Patel***

***2023 - 2024***





# Thank You!

**Next Meeting:  
PY'24 Q3 – SWDB Meeting  
Thursday, March 20, 2025**