

P.O. Box 995  
1550 Gadsden Street  
Columbia, SC 29202  
dew.sc.gov



Henry McMaster  
Governor

William H. Floyd, III  
Executive Director

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**STATE INSTRUCTION NUMBER 24-07**

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

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

**Issuance Date:** December 20, 2024

**Effective Date:** Immediately

**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

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.

## **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.

### 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; 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 Rosters and Shared Operating Budgets in advance of each quarter, and timely communicate changes to partners. This ensures accurate cost allocation and facilitates invoice approvals. In the event of a change to the shared operating budget and/or Staffing Roster, the updated documents must be shared to all partners, including Agreement Managers.

### **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 that 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.

- FTE 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**

<b>Annual Timeframe</b>	<b>Activity</b>
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.

\*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:

- Draft of appropriate MOU/IFA template, including all MOU attachments
- 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 or square footage staffing roster 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 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.

#### 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 Roster**—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 attachment is signed by the appropriate authority over staffing decisions for each partner entity administering each program.

Attachment F (square footage methodology)—**Staffing Roster**—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 attachment is signed by the appropriate authority over staffing decisions for each partner entity administering each program.

**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).

*Nina Stagers*

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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  
Schedule for MOU/IFA Negotiation Meetings

**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.

### 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.

### **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.

### **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:

Weather Closings	
<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 method.
Alternate Weather Closure Method	
[Briefly describe how the LWDB determines when to close SC Works centers for weather and how staff are notified of center closures due to weather.]	
Holiday Closings	
<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.
Alternate Holiday Schedule – This section indicates holidays that vary from the State holiday schedule.	
Additional Holidays	Omitted Holidays

\*For a complete list of SC state holidays, refer to the SC Department of Administration holiday calendar available here: <https://www.admin.sc.gov/services/state-human-resources/benefits-leave/holiday-leave>.

**Eligibility**

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

**Staff Management**

- 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.

### **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 roster 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.

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 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 Roster.* 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 Roster**. The roster 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 Roster, including the effective date, to be revised and signed by all Parties. Any Party may request a new staffing roster be executed at any time based on permanent staffing changes. The staffing roster 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**

(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's 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:

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 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: Cross Referral Agreement*
- D: SC Works Civility Policy*
- E: Shared Operating Budget*
- F: Staffing Roster*

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

SC WORKS SYSTEM

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

**Chief Elected Officials:**

_____ County Council		_____ County Council	
Chair:		Chair:	
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
_____ County Council		_____ County Council	
Chair:		Chair:	
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
_____ County Council		_____ County Council	
Chair:		Chair:	
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
_____ County Council		_____ County Council	
Chair:		Chair:	
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>

**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.

\_\_\_\_\_  
\_\_\_\_\_, Local Grant Recipient Authorized Official

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

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; and
- Other state programs administered by the SC Department of Employment and Workforce.

\_\_\_\_\_  
\_\_\_\_\_, 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.

\_\_\_\_\_, Commissioner \_\_\_\_\_ Date: \_\_\_\_\_



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

SC WORKS SYSTEM

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

The South Carolina Department of Social Services is the sole entity and designated State agency responsible for administering:

- The Temporary Assistance to Needy Families (TANF) Program authorized under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- The Supplemental Nutrition Assistance Program (SNAP) under the provisions in the Food and Nutrition Act of 2008.

\_\_\_\_\_, Director

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

**[THIS PAGE IS FOR INSTRUCTION PURPOSES ONLY. DELETE FROM FINALIZED MOU AGREEMENT.]**

**SIGNATURE PAGES:**

Continue individual signature pages for all Parties in the format shown above, including a list of programs administered by that partner.

**INSERT ATTACHMENTS A-F IN THE FOLLOWING ORDER:**

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

**ADDENDUMS TO THE MOU AGREEMENT:**

- Front Desk Addendum—If the LWDA Partners choose to cost share a front desk staff position, insert the Front Desk Position Addendum following Attachment F.
- Other Addendums—If the LWDA Partners make any other agreements resulting in the need for an Addendum as noted above in the MOU agreement, insert the addendum following the Front Desk Position Addendum.

## MOU Attachment A: WIOA REQUIRED SERVICES

	Eligibility Deters.	Outreach & Orientation	Skills Assess- ments	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
<b>REQUIRED PARTNERS</b>													
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.



## 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.



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 programs

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

\*\*\*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 programs

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

\*\*\*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 programs

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

\*\*\*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>	\$ -	\$ -	\$ -	\$ -

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

\*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

Infrastructure Costs	Total Locations												
	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>	<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>	<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 programs

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

\*\*\*Add additional columns as needed

**ATTACHMENT F: STAFFING ROSTER (FTE)**

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>Affiliate Center</b>	<b>Affiliate Center</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.

Staff Name (includes ALL Center staff)	Center and Program Assigned to Work	# of Days and/or Half-days Assigned to Work per Week (e.g., 1 day = .20; half-day = .10)

TEMPLATE

**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



**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.

### 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.

### **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.

### **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:

Weather Closings	
<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 method.
Alternate Weather Closure Method	
[Briefly describe how the LWDB determines when to close SC Works centers for weather and how staff are notified of center closures due to weather.]	
Holiday Closings	
<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.
Alternate Holiday Schedule – This section indicates holidays that vary from the State holiday schedule.	
Additional Holidays	Omitted Holidays

\*For a complete list of SC state holidays, refer to the SC Department of Administration holiday calendar available here: <https://www.admin.sc.gov/services/state-human-resources/benefits-leave/holiday-leave>.

**Eligibility**

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

**Staff Management**

- 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.

### **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:

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

<b>___ SC Works Center (Affiliate)</b>	
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 roster 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.

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.
- 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
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 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 Roster.* 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 Roster**. 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 roster 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**

(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**

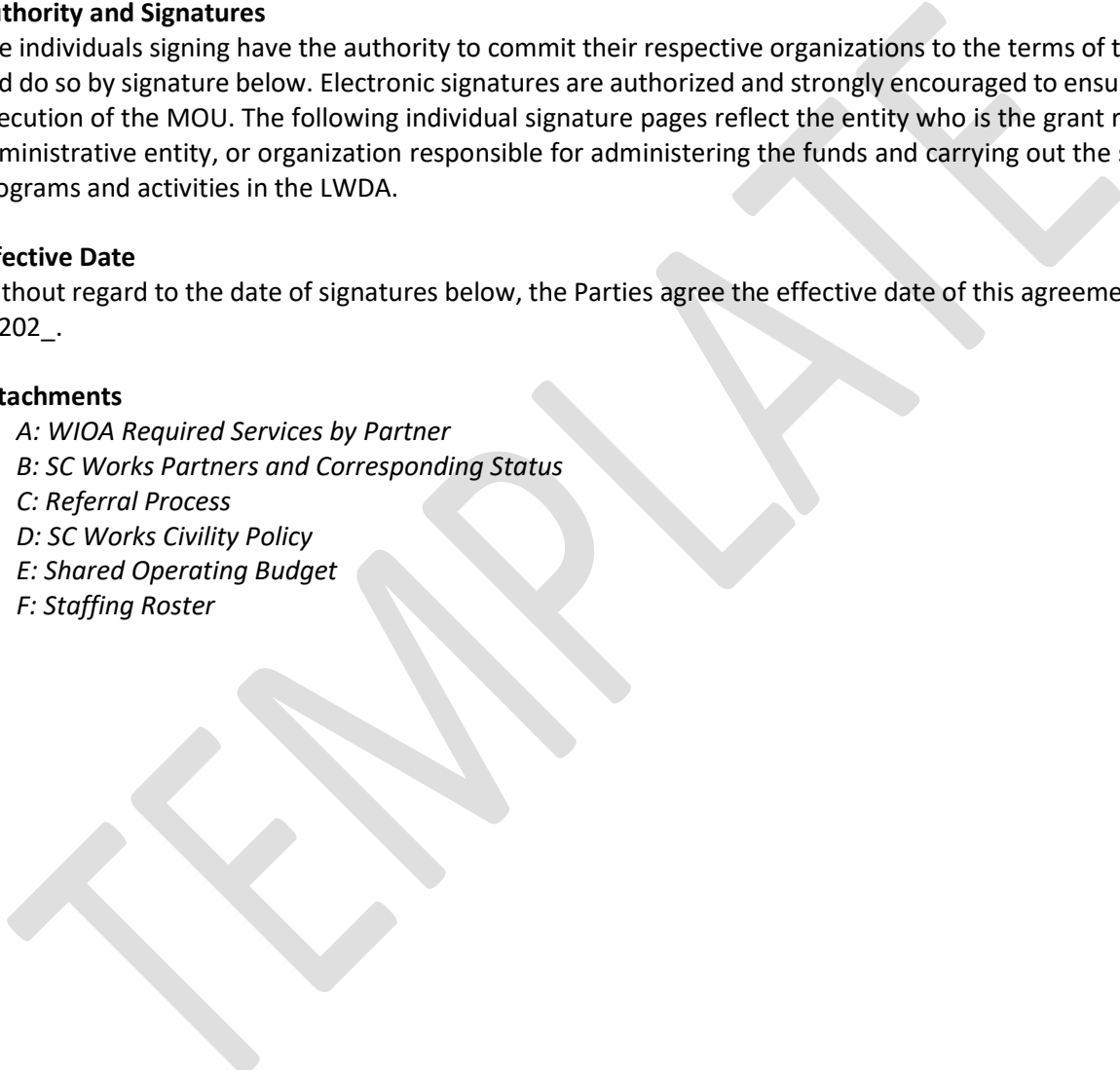
The individuals signing have the authority to commit their respective organizations to the terms of this MOU and do so by signature below. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU. The following individual signature pages reflect the entity who 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 Roster



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

SC WORKS SYSTEM

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

**Chief Elected Officials:**

_____ County Council		_____ County Council	
Chair:		Chair:	
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
_____ County Council		_____ County Council	
Chair:		Chair:	
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
_____ County Council		_____ County Council	
Chair:		Chair:	
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
_____ County Council		_____ County Council	
Chair:		Chair:	
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>

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.

\_\_\_\_\_  
\_\_\_\_\_, Local Grant Recipient Authorized Official

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

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; and
- Other state programs administered by the SC Department of Employment and Workforce.

\_\_\_\_\_  
\_\_\_\_\_, 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: \_\_\_\_\_

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

SC WORKS SYSTEM

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

**The South Carolina Department of Social Services** is the sole entity and designated State agency responsible for administering:

- The Temporary Assistance to Needy Families (TANF) Program authorized under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- The Supplemental Nutrition Assistance Program (SNAP) under the provisions in the Food and Nutrition Act of 2008.

\_\_\_\_\_, Director Date: \_\_\_\_\_

**[THIS PAGE IS FOR INSTRUCTION PURPOSES ONLY. DELETE FROM FINALIZED MOU AGREEMENT.]**

**SIGNATURE PAGES:**

Continue individual signature pages for all Parties in the format shown above, including a list of programs administered by that partner.

**INSERT ATTACHMENTS A-F IN THE FOLLOWING ORDER:**

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

**ADDENDUMS TO THE MOU AGREEMENT:**

- Front Desk Addendum—If the LWDA Partners choose to cost share a front desk staff position, insert the Front Desk Position Addendum following Attachment F.
- Other Addendums—If the LWDA Partners make any other agreements resulting in the need for an Addendum as noted above in the MOU agreement, insert the addendum following the Front Desk Position Addendum.

## MOU Attachment A: WIOA REQUIRED SERVICES

	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
<b>REQUIRED PARTNERS</b>													
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.





## 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
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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:

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

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**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.

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>							<b>\$0 100%</b>

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>						<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

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>						\$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

Total Local Area Operating Budget for PY26

July 1, 2025 - June 30, 2026

**SQ. Footage 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>	\$ -	\$ -	\$ -	\$ -

Square Footage

<b>Cost per Square Foot</b>	\$ -	\$ -	\$ -	
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Additional Shared Services Costs	Location 1	Location 2	Location 3	Totals
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>				\$ -
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\*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>	960	1.55%	351	1,311	\$0.00	\$ -	100%
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%	\$ -	\$ -	\$ -	\$ -
Rotating Partners	1.55%	\$ -	\$ -	\$ -	\$ -
Partner XX	0.35%	\$ -	\$ -	\$ -	\$ -
Partner XX	0.35%	\$ -	\$ -	\$ -	\$ -
Total Costs		\$ -	\$ -	\$ -	\$ -

Partners' proportionate share percentage

**ATTACHMENT F: STAFFING ROSTER (SQUARE FOOTAGE)**

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>Affiliate Center</b>	<b>Affiliate Center</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

## 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.**

<b>20XX Meeting Date</b>	<b>Local Workforce Development Area</b>	<b>LWDA Director's Initials</b>
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.