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Henry McMaster Governor

Cheryl M. Stanton Executive Director

### **STATE INSTRUCTION NUMBER 16-19**

То:	Local Workforce Development Board Chairs Local Workforce Area Signatory Officials Local Workforce Area Administrators
Subject:	Local Memorandum of Understanding Guidelines
Issuance Date:	June 14, 2017
Effective Date:	Immediately

<u>**Purpose:**</u> To provide guidance to local workforce development boards regarding the requirement of a local Memorandum of Understanding (MOU) with workforce system partners.

# **References:**

- Workforce Innovation and Opportunity Act (Pub. L. 113-128), July 22, 2014;
- WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule, published August 19, 2016;
- Office of Management and Budget (OMB) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- TEGL 16-16, One-Stop Operations Guidance for the American Job Center Network; and
- TEGL 17-16, Infrastructure Funding of the One-Stop Delivery System.

**Background:** Local Boards, SC Works Center operators, and other workforce partners must increase coordination of 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) facilitates this stronger alignment by requiring Local Boards, with the agreement of the chief elected officials, to develop and enter into an MOU 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 with community-benefiting bridges, rather than silos of programmatic isolation. These partnerships may reduce operational cost burdens and increase customer access and performance outcomes.

**Policy:** Each Local Board is responsible for ensuring that an MOU is developed and executed with all of the required workforce system partners within its local area. The MOU must take the form of an "umbrella" document, agreed to and signed by all workforce system partners within the local area.

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The MOU must contain provisions describing:

- Services to be coordinated and provided through the SC Works delivery system;
- How the costs of such 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;
- The duration of the MOU; and
- Signatures of the Local Board, partners, and the chief elected officials.

MOUs 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 Local Board, SC Works partners, and chief elected officials. 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 (TANF) Programs
- 17. Second Chance Act Programs

Each required partner must:

- 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, which must include applicable career services costs and may include shared operating costs and shared services that are related to the operation of the SC Works delivery system, but do not constitute infrastructure costs; and

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• Enter into an MOU with the Local Workforce Development Board 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.

With approval of the Local Board and chief elected officials, WIOA also allows other additional partners to be a part of the workforce system, including local employers and community-based, faithbased, 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.

# 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, including:

Infrastructure Costs

WIOA defines infrastructure costs as non-personnel costs that are necessary for the general operation of an SC Works Center, including:

- o Rental costs of facilities
- o 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 signage); and

# Additional Costs

Partners must share in additional costs, which:

- o Must include applicable career services; and
- 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, 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. 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 Infrastructure Funding Agreement (IFA) contains the overall center operating budget, which is comprised of 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 is a product of local discussion and negotiation. Similar to the MOU, the IFA will take the form of an

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"umbrella" document with a total operating budget and individual budgets for each of the SC Works centers within a local area. The IFA is not a separate document, but rather a mandatory component of the MOU and must include:

- The period of time in which the IFA is effective;
- Identification of the SC Works partners, chief elected officials, and the Local Board 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 will be 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 Local Board, chief elected officials, and partners to reach consensus; and
- 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 local area, each of those entities must contribute to infrastructure costs. Likewise, if a partner is not carrying out its program or activities in the local area, the requirements relating to a required partner are not applicable to that partner program, including participation in the MOU and cost-sharing.

The Local Board and chief elected officials 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 consensus on infrastructure funding. Additionally, the lack of agreement on infrastructure costs with Native American programs does not trigger the SFM for the local area 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, including each program's applicable career services, in the comprehensive centers and contribute to the infrastructure costs of those centers. Only those partners that participate at satellite centers would be required to contribute to the infrastructure costs for those centers.

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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. Those partners would then cost share proportionately using either of the part-time methodologies described in the attached MOU template.

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 Local Board (or its designee) by SC Works partners as allowed by the statutes and regulations governing each program.
- In-Kind Contributions: 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:
  - a. Be fairly evaluated, recognized and accepted by all other partners, including sources used to assess the value of the non-cash contribution; and
  - b. Be 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. Partners may pay for their share of additional costs through the following forms of payment:

- Cash Contributions: Cash contributions are cash funds provided to the Local Board (or its designee) by SC Works partners as allowed by the statutes and regulations governing each program.
- In-Kind Contributions: Locally agreed upon, in-kind contributions or *services* that provide tangible benefits for the local service delivery system. Each in-kind contribution must meet the following criteria:
  - a. Be fairly evaluated, recognized and accepted by all other partners, including sources used to assess the value of the non-cash contribution; and
  - b. Be included in the agreed upon additional cost budget.

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.

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# **Key Cost Considerations**

<u>Allocable</u>: 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.

<u>Allowable</u>: 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, Local Boards and partners should carefully review anticipated program expenditures and all applicable regulations before any program costs are incurred and allocated.

<u>Reasonable</u>: For a cost to be reasonable, it cannot exceed that which would be incurred by a prudent person under the same circumstances. In determining the reasonableness of a given cost, consideration should be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the successful operation of the SC Works system;
- The restraints or requirements imposed by such factors as: sound business practices, Federal and state laws, and all applicable regulations;
- Market prices for comparable goods or services for the geographic area;
- Whether individuals concerned acted with prudence in the circumstances considering the responsibilities to the SC Works system, including customers, employees, partners, the public at large, and the government; and
- Significant deviations from the established procedures of the SC Works system that may have unjustifiably increased the cost.

Local Boards 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 have a responsibility to ensure that resources available are utilized based upon fair cost-sharing concepts and a responsible allocation methodology. This 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.

The MOU, including the IFA, is a single, "umbrella" agreement between all partners. Additionally, the Governor must be notified should the local board and partners not be able to reach agreement on infrastructure funding; therefore, negotiations for the IFA must be conducted jointly with all partners reaching agreement simultaneously. Each required partner entering into the MOU development and negotiation process will designate a specific individual with authority to commit financially and

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

# **Funding Mechanisms**

Infrastructure costs are funded either through the Local Funding Mechanism (LFM) or the State Funding Mechanism (SFM). In the LFM, the local partners negotiate and agree to the infrastructure costs and methodology for determining the amounts that each partner will contribute for infrastructure funding. WIOA does not include any caps on the amount or percentage of overall funding a partner may contribute to fund infrastructure costs under the LFM, so long as no partner contributes more than its proportionate share based on use by the program and relative benefit received.

If the Local Board and required partners fail to reach consensus on funding infrastructure costs under the LFM, the SFM is triggered. Under the SFM, the Governor is required to determine the partners' contributions for infrastructure costs for local areas that have not reached consensus, 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 Local Boards and partners reach consensus on infrastructure funding during local negotiations, thus avoiding the necessity of utilizing the SFM.

# State Funding Mechanism Steps:

- Notice of failure to reach consensus given to the Governor. If the Local Board cannot reach consensus with partners on sufficiently funding infrastructure costs and the amounts to be contributed by each partner program locally, the Local Board is required to notify the State by August 15, 2017 via submission of the attached Report of Outcomes from Local MOU Negotiations. Additionally, the Local Board 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 a local area.
- 3. The Governor establishes cost allocation method(s).

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- 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 local area(s) that did not reach consensus, do not exceed the applicable program caps. The partners' proportionate shares must be adjusted if necessary.

# Appealing the State Funding Mechanism

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. Should the Local Board 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. Appeals must be made to the SWDB within 14 days of the Governor's determination and submitted in writing as follows:

South Carolina Department of Employment and Workforce Attn: Appeals, State Workforce Development Board 1550 Gadsden Street Columbia, SC 29201

# Timeline

To ensure compliance and fiduciary responsibility, all MOUs for the upcoming program year must be fully executed no later than September 30, 2017. Local Boards must ensure all required partners are engaged in a timely manner to allow for the necessary negotiations. The attached Report of Outcomes from Local MOU Negotiations must be submitted to the State by August 15, 2017 in accordance with this guidance. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU. Timelines applicable to future program years will be issued at a later date.

# Template

All local MOUs and attachments must be developed in a standard format. The attached MOU template, which includes the IFA and related documents, has been developed in collaboration with core and other partners at the State level using the two preferred and currently used cost allocation methodologies, FTE and Square Footage. The template is designed to give guidance in the development of local area service delivery agreements and to ensure that Local Boards and partners are in compliance with US Department of Labor directives, as well as those of the partners' federal cognizant agencies. Local Boards and partners must utilize the template of their choosing and all attachments when negotiating the MOU to increase consistency among all partners and maximize partner participation in the development and execution of the agreements. Additionally, the

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template and attachments must be used as formatted to streamline the signature process, including ease of administration for partners with multiple agreements to review.

<u>Action:</u> Local Boards must develop and enter into an MOU with WIOA required partners in accordance with this policy. Ensure that all local workforce development board members, staff, and required and additional partner programs operating within the local area receive and understand this policy.

Inquiries: Questions may be directed to Mary jo Schmick at (803) 737-2708 or mschmick@dew.sc.gov.

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Patricia Sherlock, Director Policies and Procedures

Attachments: Report of Outcomes from Local MOU Negotiations Memorandum of Understanding Template(s) **REPORT OF OUTCOMES FROM LOCAL MOU NEGOTIATIONS** 

Local Workforce Development Area: \_\_\_\_\_

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

Notice is provided to the Governor as required by WIOA and its regulations that the local partners in this local area have reached consensus on a Memorandum of Understanding (MOU), including how SC Works center infrastructure costs will be funded for the program year beginning July 1, \_\_\_\_\_.

OR

Notice is provided to the Governor as required by WIOA and its regulations that, despite every effort, the local partners in this local area did not reach consensus on a local MOU for the period beginning July 1, \_\_\_\_\_.

# Failure to agree on SC Works center infrastructure costs

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 year beginning July 1,\_\_\_\_\_.
 Listed below are the program partners that did not agree to the budget and/or cost allocation methodology for SC Works center infrastructure costs in the local area:

Program Partner Name and Administrative Entity	Reasons Given
1.	
2.	

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

- The local WIOA plan.
- D The cost allocation methodology proposed by the partners.
- The proposed budget to fund infrastructure costs and the amount of partner funds included.
- The type of funds available (cash or in-kind contributions).
- □ Any partially agreed upon, proposed, or draft IFA.

# Signature:

Chair, Local Workforce Development Board

Date

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

The parties included in this MOU are the \_\_\_\_\_ Workforce Development Board (LWDB), Chief Elected Officials (CEO), the \_\_\_\_\_ SC Works Operator (OSO) 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 OSO'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 Local Board and chief elected officials, 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 Local Board 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 Local Board 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 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 area 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:

- Initial Assessment: Begins with intake and focuses on determining a customer's job readiness level, including workforce skills and access to appropriate services.
- 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 been 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 local area is performing on the local performance measures and any additional performance information with respect to the SC Works delivery system in the local area.
- 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. 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.

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

#### 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.

#### Certification

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. Local Boards will use the State issued certification standards to access 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, and will be the primary point of contact for SC Works Certification Standards and other related issues.

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.

#### 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.

- 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.
- Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board 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 local Board 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 nonrequired 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 Local Board 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. 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. 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 confidential and personally identifying information pursuant to applicable Federal and State law, and 2 CFR 200.79. Parties with access to unemployment insurance information from the S.C. Department of Employment 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 S.C. Department of Employment

and Workforce 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:**

- 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.
- 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.
- 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 (Satellite)           Center Manager Name, Title         Phone			
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 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 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.

<u>Facility Costs</u> - 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.

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

- a. Contractors, 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. Contractor selection 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.

<u>Supplies</u> - 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 (not including PCs)
SC Works Center	
SC Works Center	
SC Works Center	

<u>Access to equipment</u> - 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.

<u>Public Access Computers</u> – 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	#	#	#	#

<u>Shared Network Access</u> - 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.

<u>Telephone</u> – 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.

<u>Cost Allocation and Proportionate Share</u> - 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); and
- 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); and
- 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.

- a. 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 the attached Staffing Addendum. The addendum must be completed and signed by all cost-sharing Parties with the execution of this MOU. Staff counts must be based on planned staffing levels for the duration of the PY at the time of signature. Permanent adjustments to staffing levels for the duration of the PY (outside those of routinely occurring vacancies) will require the addendum and effective date to be revised and signed by all Parties. Any Party may request a new staffing addendum be executed at any time based on permanent staffing changes. The staffing addendum will be submitted to the Parties with invoices and supporting documentation reflecting actual expenses for payment.
- b. 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** - The COG/County, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Parties for costs under this agreement as it relates to the \_\_\_\_\_\_ and \_\_\_\_ SC Works centers. The \_\_\_\_\_, as the host facility for the \_\_\_\_SC Works center(s), is responsible for reconciling and invoicing facility costs to the COG/County for that location. All invoices should be submitted to the Parties with invoices and supporting documentation reflecting the actual quarterly expenses prior to the 30<sup>th</sup> of the month following the end of the quarter. Special reporting requirements may be instituted for the final quarter for period ending June 30 to ensure that payment occurs within the correct fiscal year. Any failure of the Parties 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, that partner has thirty (30) days from receipt of the reconciliation to submit a dispute.

#### 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 Board, SC Works Parties, and chief elected officials. The fiscal year shall be duly recognized as July 1 through June 30.

#### **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:	

#### **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 local area.

#### **Effective Date**

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2017.

#### **Attachments**

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

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

#### SC WORKS SYSTEM

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

Chief Elected Officials:					
County Council Name- Chair		Name-	_ County Council Chair		
Signature	Date		Signature		Date
County Council Name- Chair			County Council Name-	Chair	
Signature	Date		Signature		Date
County Council Name- Chair			County Council Name-	Chair	
Signature	Date		Signature		Date
County Council Name- Chair					
Signature	Date				

THE \_\_\_\_\_WORKFORCE AREA

#### SC WORKS SYSTEM

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

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

	Date:	

**Board Chair** 

Date:

Operator (if applicable)

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 | 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

**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.

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

Commissioner

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: \_\_\_\_\_

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

Insert MOU Attachment A (Required Services by Partner)

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

#### **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.

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

FTE Methodology MOU Te	emplate		
MOU ATTACHMENT C-1 Referral *			
	with customer upon referral OR E	MAIL TO APPROPRIAT	FE PARTNER)
Date Referred:	Last 4 Digits of SS#:	Phone #	
Customer's Name:			
Last	Fi	rst	MI
Email:	Alternate Contact	Information:	
REFERRED FROM:			
AGENCY:			
YOUR NAME & TITLE:			
YOUR PHONE #:	YOUR EMAIL:		
REFERRED TO:			
AGENCY:	PROGRAM:		
NAME & TITLE:			
If an Employment Asses provide client with the	<b>ES YOUR CUSTOMER NEEDS:</b> ssment and/or Plan has been co Assessment and/or Plan to bring comments that will assist the "Ref	or take to his/her in	itial visit resulting from this
······································			
<del></del>			
DESCRIPTION OF WHEN,	, HOW, OR IF YOU NEED FEEDBAC	CK ON THIS REFERRAL	: 
FOR OFFICE USE ONLY: DATE RECEIVED: PLEASE RETAIN COPY FOR CLI CASE NOTE REQUIRED FOR		TMENTS, RESULTS, ET	
*ALL PARTIES WITH SCWC	DS ACCOUNTS WILL UTILIZE THE REFERRA	AL SYSTEM IN SCWOS.	
			24   Page

#### **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.

- 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.
- Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board 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.

FTE Methodology MOU Template

Insert MOU Attachment E (Shared Operating Budget)

FTE Methodology MOU Template

Insert MOU Attachment F (Staffing Addendum)

#### **MOU Attachment A: WIOA REQUIRED SERVICES**

REQUIRED PARTNERS	Eligibility Deters.	Outeach & 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
Adult, DW, and Youth		5. 											
Adult Education/Family Literacy													
Wagner-Peyser													
Rehab.Programs for Indiv. w/Disabilities	ſ												<u> </u>
Post-Sec. Career & Tech. Ed. (Perkins)		1913											
CSBG Employment and Training													
Native American Programs													
HUD Employment and Training													
Job Corps													
Veterans Employment and Training			<u> </u>			1	19 - 10- 						<u> </u>
Migrant and Seasonal Farmworker													
Senior Community Svc. Employment						<u> </u>							L
Trade Adjustment Assistance											(C)		
Unemployment Compensation		200											
YouthBuild									12				<u> </u>
TANF				0.010									
Second Chance Act													L

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.

SC Works Center Location 1

SC Works Center Location 2

**SC Works Center Location 3** 

Address

Address

Address

Location	Required or Optional	Representing
Center 1 (insert name)	Required	Title I- Job Corps
Center 2	Required	Education
Off Site	Required	TANF
Center 3	Optional	Transportation
	Center 1 (insert name) Center 2 Off Site	Center 1 (insert name)RequiredCenter 2RequiredOff SiteRequired

#### Enter LWDA Name Here

#### Center Operating Budget for PY17 July 1, 2017 - June 30, 2018 FTE Cost Allocation Methodology

Number of FT Employees

	11	-									Location	1								1.0		
Infrastructure Costs	т	otal		WP		UI	TAA	M	FW	Vet		TANF	SP	AP	V	R	Adul	t Ed	N	/IOA	Oth	er***
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#### Number of FTEs cost sharing Additional Costs

Additional Shared Services Costs	Т	otal		WP	UI	· · · · · · · · · · · · · · · · · · ·	TAA	MSFW	VET	 TANF	SNAP	- Andre-	VR	A	dult Ed	WIOA	Other
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\*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution

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

\*\*\*Add additional columns as needed

#### SC Works (local area)

### **STAFFING ADDENDUM SIGNATURE SHEET**

Date Prepared:

Local Area:	Partner:
(Name)	(Name)
(Address)	(Address)

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

Comprehensive Center	SC Works (location)	SC Works (location)
Name and address	Name and address	Name and address
Name and address	Name and address	Name and address

	WIOA & Other Partner Funded Staff	DSS Funded Staff	VR Funded Staff	DEW Funded Staff	Adult Ed Funded Staff	Total Center Staff	Proportionate Share %
SC Works (location)		200					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)

### 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:			Approved for Partner: Staff Name: Title:
Signature	Date	Signature	Date
Approved for Partner:			Approved for Partner:
Staff Name: Title:			Staff Name: Title:
Signature	Date	Signature	Date
Approved for Partner:			Approved for Partner:
Staff Name: Title:			Staff Name: Title:
Signature	Date	Signature	Date

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

The parties included in this MOU are the \_\_\_\_\_ Workforce Development Board (LWDB), Chief Elected Officials (CEO), the \_\_\_\_\_ SC Works Operator (OSO) 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 OSO'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 Local Board and chief elected officials, 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 Local Board 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 Local Board 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 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 area 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:

- Initial Assessment: Begins with intake and focuses on determining a customer's job readiness level, including workforce skills and access to appropriate services.
- 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 been 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 local area is performing on the local
  performance measures and any additional performance information with respect to the SC Works
  delivery system in the local area.
- 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. 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.

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

### 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.

### Certification

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. Local Boards will use the State issued certification standards to access 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, and will be the primary point of contact for SC Works Certification Standards and other related issues.

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.

#### 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.

- 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.
- Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board 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 local Board 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 nonrequired 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 Local Board 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. 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. 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 confidential and personally identifying information pursuant to applicable Federal and State law, and 2 CFR 200.79. Parties with access to unemployment insurance information from the S.C. Department of Employment 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 S.C. Department of Employment

and Workforce 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:

- 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.

- 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.
- 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.
- 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 (Satellite)						
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 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 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.

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

- a. Contractors, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by all financially contributing partners. 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. Contractor selection 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.

<u>Supplies</u> - 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 (not including PCs)
SC Works Center	
SC Works Center	
SC Works Center	

<u>Access to equipment</u> - 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.

<u>Public Access Computers</u> – 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	#	#	#	#

<u>Shared Network Access</u> - 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.

<u>Telephone</u> – 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.

<u>Cost Allocation and Proportionate Share</u> - 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; and
- Rotating Part-time Partners When multiple partners are sharing the same designated work space/SF on a rotating schedule, the cost for that work space 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 fulltime basis are sharing costs proportionately based on use and relative benefits received. See Attachment E, Shared Operating Budget.

The square footage rate outlined in Attachment E includes rent, utilities, maintenance, janitorial services, landscaping services, pest control, security system, equipment costs and IT services (access to a computer network, internet, and phones), including the public access PC costs. Actual costs must be reconciled at least once annually and any additional charge or credit must be invoiced to the Parties along with supporting documentation reflecting actual expenditures. All remaining costs items that incur charges where the amount will vary, such as common area supply costs, will be invoiced separately and shared

proportionately using the percentage of total square footage occupied as outlined in Attachment E, Shared Operating Budget. Any agreed upon additional shared services costs will also be invoiced separately and shared proportionately using the percentage of total square footage occupied as outlined in Attachment E. Square footage space allocation documentation for proportionate shares must be submitted to the Parties with invoices reflecting actual expenses for payment. Permanent adjustments to space allocation for the duration of the PY will require the space allocation and effective date to be revised and submitted to all Parties.

a. 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.

<u>Reconciliation of Shared Costs</u> - 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 \_\_\_\_\_, and \_\_\_\_ SC Works centers. The \_\_\_\_, as the host facility for the \_\_\_\_SC Works center(s), is responsible for reconciling and invoicing facility costs to the COG/County for that location. All invoices should be submitted to the partners with invoices and supporting documentation reflecting the actual quarterly expenses prior to the 30<sup>th</sup> of the month following the end of the quarter. Special reporting requirements may be instituted for the final quarter for period ending June 30. Any failure of the Parties 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, that partner has thirty (30) days from receipt of the reconciliation to submit a dispute.

#### 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 Board, SC Works partners, and chief elected officials. The fiscal year shall be duly recognized as July 1 through June 30.

#### **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:	

#### **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 local area.

#### **Effective Date**

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2017.

### **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

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

#### SC WORKS SYSTEM

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

Chief Elected Officials:					
County Council Name- Chair		Name-	_ County Council Chair		
Signature	Date		Signature		Date
County Council Name- Chair			County Council Name-	Chair	
Signature	Date		Signature		Date
County Council Name- Chair			County Council Name-	Chair	
Signature	Date		Signature		Date
County Council Name- Chair					
Signature	Date				

### 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.

	Date:	
		the edge

**Board Chair** 

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

Operator (if applicable)

### 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: \_\_\_\_\_

### SC WORKS SYSTEM

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

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

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

**Executive Director** 

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

#### 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.

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

Commissioner

#### 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:

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

# Insert MOU Attachment A (Required Services by Partner)

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

#### **MOU ATTACHMENT C**

#### **CROSS REFERRAL AGREEMENT**

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

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

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

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

- 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;
  - O Consider the effect of cross-referrals on mutual performance expectations; and
  - O Constantly improve the joint delivery of services to customers.

Square Footage Methodo			
Referral *			
	d with customer upon referral OR EN	AIL TO APPROPRIAT	re partner)
Date Referred:	Last 4 Digits of SS#:	Phone #	
Customer's Name:			
Last	Firs	it	MI
Email:	Alternate Contact I	nformation:	
REFERRED FROM:			
AGENCY:			
YOUR NAME & TITLE:	· ·		
YOUR PHONE #:	YOUR EMAIL:		_
REFERRED TO:			
AGENCY:	PROGRAM:		
NAME & TITLE:			
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#### **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.

- 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.
- Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board 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.

# Insert MOU Attachment E (Shared Operating Budget)

#### **MOU Attachment A: WIOA REQUIRED SERVICES**

REQUIRED PARTNERS	Eligibility Deters.	Outeach & Orientation	Skills Assess- ments	Labor Exchange	Partner Referrals	Provision of LMI	Provision of Performance Information	Supportive Services	UI Filing	Financial Ald Assistance	Individual Career Services	Access to Training Services	Business Services
Adult, DW, and Youth	100												
Adult Education/Family Literacy													
Wagner-Peyser											17		
Rehab.Programs for Indiv. w/Disabilities		10102											
Post-Sec. Career & Tech. Ed. (Perkins)			T										
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	1												
Trade Adjustment Assistance	1												
Unemployment Compensation	1								- 3 - 3				
YouthBuild													
TANF													
Second Chance Act													

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

Outreach & Orlentation: 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 Ald 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.

# SC WORKS PARTNER LIST

### SC Works Center Location 1

SC Works Center Location 2

**SC Works Center Location 3** 

Address

Address

Address

SC Works Partner	Location	Required or Optional	Representing
Job Corps	Center 1 (insert name)	Required	Title I- Job Corps
XXX Technical College	Center 2	Required	Education
DSS	Off Site	Required	TANF
Local Public Transportation	Center 3	Optional	Transportation

#### Enter LWDA Name Here Center Operating Budget for PY17 July 1, 2017 - June 30, 2018 FTE Cost Allocation Methodology

Number of FT Employees

	1					1.48					Locati	on 1						1			
Infrastructure Costs	Total		WP	L	н		TAA	MS	FW	Vet		TANF	 SNAP	V	R	Ad	ult Ed	١	NIOA	Oth	ner***
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Utilities			-		-		-		1		-				-		-		3 <b>4</b> 1		-
Janitorial/Maintenance									-		-		-								
Landscaping			-				-		-		-		-		-		-		-		
General Repair			-				-						-				-				
Pest Control											-								14 L		
Depreciation (if applicable)*					-		-		124		<u>.</u>		-				-		1.1		-
Telephone (if applicable)			-									1.1					1.0				-
Public Access PC Costs			-		-		-				-		-		-		-		+		-
Equipment Maintenance/Rental			-																		-
Common area supplies**			-		-				1.		4	-	-		-		4		-		-
Other - please list							-														
Other - please list					170		-				4	-	-		-		÷.		-		-
Other - please list							-								-		-				
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#### Number of FTEs cost sharing Additional Costs

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\*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution

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

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\*\*\*Add additional columns as needed