



**Executive Committee Meeting
Thursday, November 20, 2025, at 11:00 a.m.**

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AGENDA

- I. Welcome and Opening Remarks Mr. Thomas Freeland, SWDB Chair
- II. Approval of September 11, 2025, Meeting Minutes*.....Mr. Freeland
- III. MOU/IFA Policy Update*Ms. Nina Arnone
- IV. Physical Security Policy* Ms. Arnone
- V. NGA Legislative Update.....Mr. Timothy Carlton
- VI. Committee Updates..... Committee Chairs
- VII. Other Business/Adjourn.....Mr. Freeland

*Denotes Voting Item

**Governor's State Workforce Development Board
September 11, 2025, Executive Committee Meeting**

MEMBERS PRESENT:

Mr. Thomas Freeland*
Mr. William Floyd
Mr. Charles Brave, Jr.
Mr. Pat Michaels
Mr. Warren Snead*

MEMBERS ABSENT:

Dr. Windsor Sherrill
Mr. John Uprichard

Welcome and Opening Remarks Mr. Thomas Freeland, SWDB Chair
Mr. Thomas Freeland, State Workforce Development Board (SWDB) Chair, called the meeting to order at 11:00 a.m. A quorum was present.

Approval of May 29, 2025, Meeting Minutes* Mr. Freeland
Mr. Charles Brave, Jr. motioned to approve the May 29, 2025, meeting minutes. Mr. Pat Micheals seconded the motion. The Committee unanimously approved the meeting minutes.

PY'25 Funding Update* Ms. Pamela Jones
Ms. Pamela Jones reviewed the status of PY'25 funding activities. She also presented the funding recommendation to reallocate \$6,300 from the SC Works Conference budget to support Workforce Development Month activities, including inviting Local Workforce Development Board (LWDB) members to the Workforce Development Symposium.

- *Workforce Development Symposium Sponsorship – \$15,000:* This funding covered the sponsorship costs for the 2025 Workforce Development Symposium, hosted by the SC Chamber of Commerce in partnership with DEW and the State Workforce Development Board.
- *Workforce Heroes and High-Performing Workforce Board Awards – \$1,600:* This funding will cover the costs of trophies and awards for Workforce Heroes and High-Performing Workforce Boards. Awards will be presented during the 2nd-quarter full board meeting.
- *LWDA Funding – \$864,000:* Local Workforce Development Areas (LWDA) that received a decrease in Program Year (PY) 2024 funding would be provided a grant in the amount of 75 percent of the loss experienced. These grants have been distributed with a period of performance of one program year.
- *SC Works Security Funding – \$1,000,000:* Funding will be used to deploy security guards at SC Works centers to ensure a safe environment for staff and customers by monitoring activities and intervening to de-escalate volatile situations. After the security policy is developed, the funding will be distributed by prioritizing the areas by need.
- *SC Works Conference – \$150,000:* The SC Works Conference will bring together WIOA programs, SC Works staff, and partners to discuss current and future workforce development challenges and facilitate networking among workforce development leaders and staff across

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our state. Staff continues to explore the best options for the conferences, speaking with other states and partners to learn best practices.

Mr. James Snead motioned to approve reallocating \$6,300 from the funding allocated for the SC Works Conference for Workforce Development Month activities. Mr. Charles Brave, Jr., seconded the motion. The Committee unanimously approved reallocation of \$6,300 from the funding allocated for SC Works Conference for Workforce Development Month activities.

Committee Updates..... Committee Chairs

- *Workforce Innovation Committee – Presented by Ms. Jones*
During the 1st quarter Workforce Innovation Committee (WIC) meeting:
 - Ms. Nina Staggers presented an overview of the SC Career Readiness Program and the partnership with WIN Learning. Following the presentation, the Committee discussed broadening the SC Professional Skills Credentials priority to encompass the six (6) credentials offered in the SC Career Readiness Program.
- *Board Development Committee – Pat Michaels*
During the 1st quarter Board Development Committee (BDC) meeting,
 - The committee discussed the scope and success criteria for its PY'25 priorities:
 - i. SWDB and LWDB joint trainings, meetings, and information sessions - LWDB members will continue to be invited to participate in the Annual Ethics Training. Committee members emphasized that joint training and meeting topics should be centered on “big picture” issues affecting SC’s workforce. In upcoming meetings, members will explore surveying LWDB members to identify relevant training topics and meeting topics, as well as the desired frequency of joint meetings.
 - ii. Encouraging SWDB members to engage with their LWDB – SWDB Staff will develop a process to ensure SWDB members are aware of their LWDB meeting and events schedule, including working with local area board directors and administrators to include SWDB members on their meeting invitations.
- *SC Works Management Committee – Warren Snead*
During the 1st quarter SC Works Management Committee (SCWMC) meeting:
 - Mr. Robert Davis, Project Manager in the Office of Statewide Workforce Development, presented a live demo of the Priority Occupations Dashboard, an interactive tool found on the Find Your Future website developed from the Priority Occupations List, that enables individuals to explore exciting opportunities and career pathways statewide or within a specific county.
 - Ms. Pamela Jones reviewed the priorities the Committee will focus on during the first and second quarters of PY'25. Following her update, members engaged in a collaborative discussion about their priority to assist in developing a statewide Employer Needs Survey, which would provide insights into how the SC Works system can enhance its services for employers and give a pulse on the trajectory of the state’s economy. Strategies reviewed

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included factors such as the survey's length and distribution frequency to maximize survey response rates.

Workforce Development Month.....Ms. Jones

- Ms. Jones provided an overview of 2025 Workforce Development Month activities, including the Third Annual Workforce Champion Award Ceremony and Reception at the Governor's Mansion and the 2025 Workforce Development Symposium. Mr. Robbie Lahmon, Business Services Manager and a 2024 Workforce Hero, presented a live demo of the Workforce Development Month webpage on the SC Works website, scworks.org, walking through how to locate activities in each local workforce area.

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

- Director William Floyd noted that Workforce Development Month is an opportunity to highlight and amplify the workforce development activities and initiatives that take place at DEW and with workforce development partners year-round.
- Mr. Freeland reminded members and guests that in place of the first-quarter SWDB meeting, everyone is encouraged to attend the 2025 Workforce Development Symposium on September 17, 2025, at the Columbia Metropolitan Convention Center. Members were asked to reply to the communication from SWDB Staff or by emailing swdb@dew.sc.gov to be registered.
- State Workforce Development Board members were invited to the Third Annual Workforce Champion Award and Reception on Tuesday, September 16, 2025, at the Governor's Mansion. Members were asked to notify SWDB Staff by emailing swdb@dew.sc.gov, if they did not receive the formal invite or need to confirm their registration.

Meeting adjourned at 11:41 a.m.

STATE INSTRUCTION NUMBER XX-XX

To: Local Workforce Area Signatory Officials
Local Workforce Area Board Chairs
Local Workforce Area Administrators
DEW Area Directors
DEW Regional Managers
DEW UI Operations

Subject: Local Memorandum of Understanding Guidelines

Issuance Date: DATE

Effective Date: DATE

Purpose: To provide guidance to local workforce development boards (LWDBs) regarding the requirement for and the enactment of local memoranda of understanding (MOUs) and infrastructure funding agreements (IFAs) with workforce system partners. This guidance replaces State Instruction 24-07.

References:

- Workforce Innovation and Opportunity Act, Public Law 113-128, § 121
- 20 CFR §§ 678.500 – 678.510; 43 CFR §§ 463.500 – 463.510
- Uniform Guidance, 2 CFR Part 200
- Training and Employment Guidance Letters (TEGLs) 16-16 and 16-16, Change 1; 17-16

Background: LWDBs, SC Works Center Operators, and other workforce partners must coordinate programs and resources to support a comprehensive workforce system that seamlessly provides integrated services, accessible to all jobseekers, workers, and businesses.

The Workforce Innovation and Opportunity Act (WIOA) requires LWDBs, with the agreement of their chief elected officials (CEOs), to develop and enter into an MOU and IFA with all partners concerning the operations and funding of the local SC Works system. Sharing SC Works center costs empower partners to build a robust workforce delivery system that can increase customer access, enhance performance outcomes, and reduce operational cost burdens.

Policy: Each LWDB must develop and execute an MOU with all required partners within its Local Workforce Development Area (LWDA). The MOU is an “umbrella” document, agreed to and signed by all workforce system partners within the LWDA.

I. General Information and Partner Definitions

The MOU must, at a minimum, describe the following:

- The services provided through the SC Works system
- How the costs of such services and the operating costs of the system will be funded
- Methods of referral of individuals between the LWDB and partners
- Methods to ensure the needs of workers, youth, and those with barriers to employment, are addressed in the provision of necessary and appropriate access to services
- The duration of the MOU and procedures for amending it throughout its duration
- Such other provisions, as appropriate that all partners agree to, consistent with WIOA

Required Partners

WIOA identifies entities that carry out the following programs as required partners in the workforce system:

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

Each required partner must meet the following obligations:

- Provide in-person and/or electronic access to activities through the SC Works system

- Use a portion of the program funds to maintain the SC Works system, including the funding of infrastructure costs and additional costs for SC Works centers
- Enter into an MOU with the LWDB. Participate in the SC Works system consistent with the MOU, WIOA requirements, and the federal laws authorizing their program or activities

Additional Partners

Additional partners may be included in the workforce system with approval of the LWDB and CEOs. These partners may be 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.

To receive the benefits to participation in the workforce system, additional partners must adhere to the same obligations as required partners. SC Works centers are designed to provide a full range of assistance to job seekers and businesses under one roof. Centers are encouraged to recruit partners not currently co-located to provide services on-site at least on a part-time basis.

II. MOU Development Timeline

MOUs must be reviewed and renewed on a three-year cycle, in line with the SC Works Certification Standards. This is to ensure transparency, clear communication among partners, and continuous improvements to the delivery of services. Renewal must also reflect any changes in the signatory official of the LWDB, SC Works partners, and CEOs.

The center operating budget and staffing roster must be reviewed annually with any changes/updates given to all partners in a timely manner. The staffing roster must be signed annually by the appropriate agreement managers.

TIMEFRAME	ACTIVITY
January 15	LWDBs collectively finalize and submit the schedule for MOU/IFA Negotiations to WorkforceSupport@dew.sc.gov .
February 1	Initiation of local MOU/IFA negotiation meetings
March 31	Local MOU/IFA negotiations end.
April 15	Report of Outcomes of Local MOU/IFA Negotiations due to WorkforceSupport@dew.sc.gov .
May 15	Final MOU/IFA, including all attachments, submitted by the LWDB to all partners for review and signature.
June 30	All local MOU/IFAs are fully executed.

July 15	All fully executed MOU/IFAs are compiled and submitted to the Agreement Managers.
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NOTE: If a date in the above timeline falls on a weekend or holiday, the activity is due the following business day. Please provide any necessary timeline changes to all partners.

Schedule for MOU/IFA Negotiations. LWDBs must send meeting invites, including time and location, to all partners within their LWDA as soon as reasonable following finalization of the meeting schedule. To facilitate state partner engagement and participation in the local negotiation process, specific meeting dates will be issued to the LWDBs by the State using the attachment *Schedule for MOU/IFA Negotiations*.

Signatures. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU by the July 15th deadline.

III. Center Operating Budget 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. These costs include:

- Infrastructure Costs: these are non-personnel costs necessary for the general operation of an SC Works center, including:
 - Rental costs of facilities
 - Costs of utilities and maintenance
 - Security Equipment and Security Systems
 - Equipment (including assessment related products and assistive technology for individuals with disabilities)
 - Technology to facilitate access to the SC Works center (including technology used in planning and outreach activities for the center)
 - Supplies used to support the general operation of the center, including use of the common identifier (i.e., American Job Center [AJC] signage)
- Additional Costs: partners must share in additional costs, including:
 - Applicable career services
 - Other costs that support the operations of the centers
 - Shared services authorized for and commonly provided through the SC Works partner programs, including but are not limited to:
 - initial intake
 - assessment of needs
 - evaluation of basic skills
 - referrals to other partners
 - business services
 - identification of appropriate services, auxiliary aids, and accommodations

NOTE: Costs may include certain personnel expenses for functions benefiting the entire center, if agreed to by all partners.

IV. Infrastructure Funding Agreement

The IFA contains the overall center operating budget, as outlined in the previous section. The agreed upon shared costs and cost-sharing methodology identified in the IFA result from local discussion and negotiation.

The IFA is a mandatory component of the MOU Agreement that breaks down the total LWDA operating budget and the individual SC Works centers budgets. It includes the following:

- Duration in which the IFA is effective
- Identification of the SC Works partners, CEOs, and the LWDB participating in the IFA
- Identification of a cost allocation methodology that demonstrates how center costs are charged to each partner in proportion to use and relative benefits received
- Identification of a center budget that is reconciled against actual costs incurred annually and adjusted accordingly
- Description of the annual review process to ensure equitable benefit among partners
- Identification of the steps taken to reach consensus as well as a description of the process and timelines to be followed for a resolution between partners if consensus is not reached

All SC Works partners must contribute to infrastructure and additional costs of the centers based on proportionate use and relative benefits received. For required partners, the following applies:

1. When two or more required partner program grant recipients or contractors are carrying out the program in a LWDA, each entity must contribute to center costs.
2. When a required partner is not carrying out the program in the LWDA, the requirements are not applicable to that partner, including participation in the MOU and cost-sharing.

Determining the proportionate share attributable to a specific partner program is part of the negotiation process. The LWDB and CEO(s) have discretion to take action to encourage additional partners to contribute their proportionate share of infrastructure and additional costs.

Required partners must provide access to their programs in the comprehensive centers, including each program's applicable career services, and contribute to the infrastructure and additional costs of those centers. Only those partners that participate at affiliate centers are required to contribute to the infrastructure and additional costs for those centers.

Partners may pay for their share of center costs through the following methods:

- Cash Contributions: cash funds provided to the LWDB (or its designee) by SC Works center partners as allowed by the statutes and regulations governing each program.
- Non-cash Contributions: expenditures incurred by SC Works center partners on behalf of the center and goods or services contributed by a partner and used by the center.

- **Third-Party In-Kind Contributions:** locally agreed upon, in-kind contributions that provide tangible benefits for the workforce system. Each in-kind contribution must meet the following criteria:
 - Fairly evaluated, recognized, and accepted by all other partners, including sources used to assess the value of the non-cash contribution
 - Included in the agreed upon center operating budget
 - Only additional costs may include personnel costs, so only additional cost in-kind contributions may include personnel-related services (not infrastructure costs)

Allocable, Allowable, and Reasonable Costs

- **Allocable:** costs are allocable to a particular program based on the benefits they receive. Measuring benefit is critical to determine cost allocation.
 - The funding mechanism (described below) is the agreed upon cost-sharing methodology used to allocate costs to partner programs. Take care to ensure that the method chosen does not distort the results.
- **Allowable:** allowable costs must be necessary and reasonable for the proper and efficient administration of a program. All costs must be allowable and allocable in accordance with that program's authorizing statute and implementing regulations.
 - To reduce the risk of accumulating and being held accountable for disallowed costs, carefully review anticipated expenditures and applicable regulations before incurring and allocating any program costs.
- **Reasonable:** costs cannot exceed what a prudent person under the same circumstances would incur. To determine reasonableness, consider the following factors:
 - Is the cost generally recognized as ordinary and necessary for the successful operation of the SC Works system?
 - Does the cost comply with sound business practices, federal and state laws, and all applicable regulations?
 - What are the market prices for comparable goods or services in the region?
 - Did the individuals involved act with prudence in their responsibilities to the SC Works system, including customers, employees, partners, the public, and the local, state, and federal government?
 - Were there significant deviations from the established procedures of the SC Works system that may unjustifiably increase the cost?

V. SC Works Center Funding Mechanisms

Infrastructure and additional costs are funded either through the Local Funding Mechanism (LFM) or the State Funding Mechanism (SFM). Changes to the funding mechanism is determined in the three-year cycle of the MOU, with the budget and staffing roster reviewed annually.

Local Funding Mechanism

Under the LFM, local partners negotiate and agree to the center operating budget and cost-sharing methodology to determine each partner's proportionate share. WIOA does not include any caps on the amount or percentage of overall funding that a partner may contribute to center costs under the LFM, so long as no partner contributes more than its proportionate share.

The LFM is the preferred mechanism for determining partner costs because it gives LWDBs and partners the most financial control. This allows the most flexibility for partners to customize and develop innovative customer service strategies.

LFM Cost Allocation Methodologies. Each partner's proportionate share is determined based on the methodology that all partners consent to during the MOU/IFA negotiation meeting. These are either the Full-Time Equivalency (FTE) Methodology or the Square Footage (SF) Methodology.

- FTE Methodology: center costs are allocated and shared proportionately based on each partner's staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis.
- SF Methodology: center costs are allocated based on the number of square feet occupied by a partner's staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis. The staff is counted proportionately according to a) sole space occupied and b) proportionate share of common space based on the percentage of sole space occupied by the partner's staff.
 - Rotating part-time partners cost-share based on the percentage of time that the shared space is used by each rotating partner.

LWDBs and required partners are encouraged to reach consensus on infrastructure funding during local negotiations to avoid the necessity of utilizing the SFM (described below).

State Funding Mechanism

The SFM is only triggered after required partners fail to reach consensus during the negotiation process for center costs and each partner's proportionate share. Even if all required partners except one agree to the IFA, consensus is not reached, and the SFM is triggered for all. If consensus cannot be reached locally, the LWDB is required to notify the State by April 15th each MOU/IFA negotiation cycle via submission of the attachment *Report of Outcome from Local MOU Negotiations*.

NOTE: The SFM is only applicable to required partners and cannot be triggered by additional partners. Additionally, lack of agreement with Native American programs does not trigger the SFM, and Native American programs are not subject to the SFM if it is triggered.

SFM Process. Under the SFM, the Governor is required to determine partner contributions for center costs in each SC Works center the LWDA, applying WIOA statutory caps. The SFM's programmatic caps create uncertainty for partners regarding contribution toward center costs and the level of service available to participants, so LWDBs must first attempt to resolve any disputes informally. Any partner may call a meeting to discuss and resolve disputes.

When the SFM is triggered, the following steps are taken:

1. Notice of failure to reach consensus given to the Governor. The LWDB must submit all materials and documents used in negotiations under the LFM to assist the Governor in determining appropriate calculations by partner program.
2. The Governor determines the infrastructure budget for each center in the LWDA.
3. The Governor establishes cost allocation method(s).
4. The Governor determines each 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 do not exceed the applicable program caps. The partners' proportionate shares must be adjusted if necessary.

Appealing the SFM. Appeals must be made by the SWDB within 14 days of the Governor's determination and submitted in writing to the following address:

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

VI. Local MOU/IFA Negotiation Meeting Requirements

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

- Draft of appropriate MOU/IFA template, including all MOU attachments
- Completed budget templates for the upcoming MOU/IFA cycle using annualized actual costs from the previous MOU/IFA cycle to project a new baseline budget.
 - The preferred funding methodology with an explanation of why it is preferred.
 - The LWDB should be prepared to present both methodologies upon request. If requesting a presentation of both, partners must notify the LWDB at least 30 days in advance of the negotiation meeting.
- Corresponding FTE or SF staffing roster by partner program

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

Good Faith Negotiations

LWDBs and partners are expected to negotiate terms of the MOU 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. All partners must collaborate to ensure that available resources are utilized based upon fair cost-sharing concepts and a responsible allocation methodology.

The chosen methodology must maximize all resources available to the SC Works system from all partners, avoid duplication, and improve the efficiency and quality of employment and training services available to both individuals and employers.

Consensus

Consensus is reached when all required partners consent to the funding methodology and their proportionate share of the costs as outlined in the center operating budget. This does not mean that every required partner prefers the chosen methodology, but that every partner, after participating in good faith negotiations, consents to the chosen methodology.

LWDAs indicate consensus, or lack of consensus, through the **Report of Outcome** document, submitted by April 15th for the upcoming MOU cycle. If the LWDB and all required partners are unable to reach consensus, the Governor must be notified and the SFM is triggered.

Additional Partners. While LWDAs are strongly encouraged to secure additional partner consensus, an additional partner’s refusal to consent does not trigger the SFM. Although required partners must, by law, share in center costs, additional partners may choose not to partner.

Agreement Managers

Each required partner must designate an individual with authority to commit financially and programmatically on their behalf. 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.

If two or more grant recipients or contractors of a required partner program operate in a local area, each entity must designate an authorized individual. Each entity must contribute to infrastructure and additional costs. The designation of authorized individuals ensures financial and programmatic commitments on behalf of the required partner.

Shared Operating Budget Changes

Anticipated budget changes due to staff/space changes, center moves, or other unanticipated costs must be communicated to the appropriate partner. These changes are then subject to approval. LWDBs are encouraged to review their Staffing Rosters and Shared Operating Budgets quarterly and to communicate changes to partners.

This communication ensures accurate cost allocation and facilitates invoice approvals. In the event of a change to the Staffing Roster and/or Shared Operating Budget, the updated documents must be shared to all partners through the Agreement Managers.

VII. MOU/IFA Templates

The two attached MOU templates have been developed in collaboration with core and other partners at the State level. LWDBs must select the appropriate template based on the cost allocation methodology agreed to by the LWDA partners. The templates are for either:

1. FTE cost allocation methodology
2. SF cost allocation methodology

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

MOU/IFA Attachments

Attachment A — WIOA Required Services

- Identifies WIOA required services for the SC Works centers
- Identifies required partner and the services those offered in the LWDA

Attachment B — LWDA SC Works Partner List

- Identifies each SC Works partner entity, the location(s) where they offer services, and their status as a required or additional partner

Attachment C — Cross Referral Agreement

- Defines the responsibility of all partners to refer their participants to other SC Works partners as appropriate, and provides procedures for making the referrals

Attachment D — SC Works Civility Policy

- Highlights partners responsibility to maintain a civil and respectful work environment

Attachment E (will vary based on funding methodology) — Shared Operating Budget

- Presents the cyclical budget for operating the SC Works centers
- Identifies and breaks down the infrastructure and additional cost for each SC Works center and the proportionate share of each partner program contributing to the center costs

Attachment F — Staffing Roster

- FTE Methodology — Identifies all staff in each SC Works center, the amount of time the staff is assigned to the center, and the partner program that the staff represents
- SF Methodology — Identifies all staff in each SC Works center, the amount of square feet assigned to the staff, and the partner program that the staff represents
- Signed by the appropriate authority over staffing decisions for each partner program

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

Inquiries: Questions may be directed to WorkforcePolicy@dew.sc.gov.

Nina Stagers, Assistant Executive Director
Workforce Development Division

Attachments:

Memorandum of Understanding Template – FTE Methodology
Memorandum of Understanding Template – SF Methodology
Schedule for MOU/IFA Negotiation Meetings
Report of Outcome from LWDA MOU/IFA Negotiations

**THE _____ WORKFORCE DEVELOPMENT 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 Official(s) (CEO), the _____ SC Works Center Operator (Operator) and the required partners identified in the Act and other optional partners (hereinafter referred to as “Parties”). The partners’ respective programs are identified on the signature pages of this agreement.

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

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

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

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

WIOA identifies the following entities as required partners in the workforce system:

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

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

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

Each Partner agrees to:

- A. Provide access to its programs or activities through the SC Works delivery system
- B. Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and as supplemented by specific Federal agency Parts and CFRs, to:
 1. Provide applicable career services
 2. Work collaboratively with the State and LWDB to establish and maintain the SC Works delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions that are based upon:
 - i. A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to use and relative benefits received
 - ii. Federal cost principles
- C. Enter into an MOU with the LWDB relating to the operation of the SC Works system
- 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 MOU requires mutual trust and teamwork between the Parties, working together to accomplish shared goals, and keeping with the main purposes and priorities of WIOA.

The purposes of this MOU are to:

- Increase access to and opportunities for the employment, education, training, and support services that individuals need, particularly to those with barriers to employment
- Support the alignment of workforce, education, and economic development systems
- Improve the quality and labor market relevance of a demand-driven workforce that meets the needs of businesses and jobseekers
- Promote improvement in the structure and delivery of services
- Provide workforce development activities that increase opportunities for 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 state.

The Parties agree to:

- Actively participate in the strategic planning process for the local SC Works system
- Serve on the Business Services team and participate in industry or sector partnerships, as applicable
- Participate in SC Works Partner meetings, as appropriate
- Coordinate and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes; and

- At a minimum, provide electronic access to programs, activities, and services:
 - Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term “electronic” includes Web sites, social media, internet chat features, and telephone.

Services

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

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

- **Initial Assessment:** Begins with intake and focuses on determining a customer’s job readiness level, including workforce skills and access to appropriate services, auxiliary aids, and accommodations
- **Job Counseling:** Either individually or in group sessions that helps the jobseeker make the best use of the information and services available
- **Job Referral:** Services tailored to the needs of specific employers and jobseekers, who may also choose to post job announcements and resumes on an electronic system 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 and referrals to off-site services within the system 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 (UI) Information:** Phone accessibility to file for unemployment insurance benefits; Internet Claims filing capability 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 jobseekers and eligibility for federal and state funded programs
- **Outreach/Orientation/Intake:** Promotion of LWDA services and activities that provide individuals with the information necessary to register for programs

- **Performance Information on Local SC Works Centers:** LWDA performance on the local performance measures and any additional performance information with respect to the SC Works delivery system in the LWDA
- **Follow-up Services:** Including retention services and counseling regarding the workplace

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

Accessibility

The Parties agree that 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: accessing technology and materials available through the SC Works delivery system; providing reasonable accommodations for individuals with disabilities; making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities; administering programs in the most integrated setting appropriate; communicating with persons with disabilities as effectively as with others; and the use of appropriate auxiliary aids and services, including assistive technology devices and services, where necessary, to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity. All SC Works centers must be physically and programmatically accessible to individuals with disabilities.

The Parties agree SC Works centers must comply with applicable nondiscrimination requirements, as set forth in 29 CFR Part 38 and Title VI of the Civil Rights Act of 1964, to ensure individuals are not excluded on the basis of race, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or citizenship status. As such, the Parties agree to take reasonable steps to ensure meaningful access to each limited English proficient (LEP) individual served or encountered so that they are effectively informed of and able to participate in the services and programs provided. Reasonable steps may include, but are not limited to, an assessment of language assistance needs, providing oral interpretation, providing written translation of materials, and outreach to LEP communities.

Certification

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. LWDBs will use the State issued certification standards to assess and certify SC Works centers.

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

Center Operations

The Center Operator is responsible for the day-to-day operation of the identified facilities. The Center Operator will coordinate with Parties to ensure staff is scheduled appropriately within the Center, respond to questions of an operational nature, manage the facilities, coordinate the Sharing of Resources, coordinate staffing with all center partners to ensure customers are timely greeted and directed to appropriate SC Works center staff for assistance upon entering SC Works centers. The Operator 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. The Operator agrees to timely notify, by email, all partner staff of center closings, including the Agreement Managers for all Parties listed in the Agreement Management section below.

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

Weather Closings	
☐ The LWDB closes centers based on the county announcement for weather closures.	☐ The LWDB closes centers based on an alternate determination method.
Alternate Weather Closure Method	
[Briefly describe how the LWDB determines when to close SC Works centers for weather and how staff are notified of center closures due to weather.]	
Holiday Closings	
☐ The LWDB closes centers based on the State holiday schedule. *	☐ The LWDB closes centers based on an alternate holiday schedule.
Alternate Holiday Schedule – This section indicates holidays that vary from the State holiday schedule.	
Additional Holidays	Omitted Holidays

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

Eligibility

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

Staff Management

Each partner must provide the direct supervision and control of their staff in matters such as selection and hiring decisions, personnel planning and evaluation, salary and benefits, and other matters directly pertaining to an employer-employee relationship. All Parties will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.

All staff in the SC Works system is to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management must ensure that respectful behavior is exhibited at all times and address those who are not following ***Attachment D, SC Works Civility Policy***.

Dispute Resolution

All SC Works system staff must act in good faith to maintain a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes are to be addressed by facilitating clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process must be followed:

1. The authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), meet to mediate and resolve the situation.
2. Should these efforts fail, the situation must be referred to the chair of the LWDB who designates an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail and/or the situation reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
4. The SWDB Chair designates 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 hears the dispute and provides a recommendation within 60 days.
6. The Parties are 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. Oral modifications have no effect. Assignment of responsibilities under this MOU by any Party is 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 remain in full force and effect.

Termination

Withdrawal from the MOU Agreement requires 90 calendar days written notice to the LWDB, who is then responsible for notifying all Parties. In accordance with WIOA, required partners are not permitted to withdraw from the agreement. Upon the withdrawal of a non-required partner, the associated future costs will be reallocated among the remaining Parties, and the agreement will 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 must cooperate with the SC Works Operator to coordinate delivery of services in the SC Works system. Parties will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the Parties.

The LWDB and the Department of Employment and Workforce (DEW) 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; and to address other matters necessary for the success of the SC Works system. Meeting invitations are to be sent to all appropriate partner staff, including Agreement Managers. Standing and ad hoc committees may be formed to address on-going and special issues and to maximize the participation in the operation and certification of the SC Works centers.

System Integration and Referral

The Parties will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems, and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction. A key responsibility of each partner is effective referral of customers to the appropriate partner for services. This will 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

All Parties agree to abide by all applicable Federal, State, and local laws and regulations governing the protection of personally identifiable information (PII) and other sensitive information, including but not limited to 20 CFR Part 603, 45 CFR § 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will execute and maintain confidentiality agreements with DEW and ensure that access to PII and other sensitive information is limited to authorized staff.

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 the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99. With respect to the use and disclosure of personal information contained in Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

All Parties will implement appropriate administrative, technical, and physical safeguards to prevent the unauthorized access, use, and disclosure of PII and other sensitive information. All customer information will be shared only in accordance with approved confidentiality agreements and applicable laws. These confidentiality obligations will remain in effect for the duration of this agreement thereafter as required by law.

Grants Management

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

Compliance

Each Partner must ensure 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 must 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 Partner liability or any claims, damages, losses, or cost arising out of or related to 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 Partner and their staff are liable for its own acts and omissions; this agreement does not impute or transfer liability to the LWDB or any other party.

Severability

If any provision of this document is found to be invalid, the remainder will not be affected and will remain in force. Similarly, should any Party withdraw, modify, assign, or terminate its participation in this MOU, it remains binding and in full force and effect with the remaining Parties.

Assurances and Certifications:

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. 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 Party.

No funds utilized in conducting activities under this agreement will be used to promote religious or anti-religious activities, for lobbying activities in violation of 18 U.S.C. 1913, or for political activities in violation of 5 U.S.C. 1501 to 1508.

Each Party assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by Federal and state statutes and regulations. The Parties will ensure that no person will be discriminated against in consideration for or receipt of employment and training services or staff position on the bases described in the Accessibility section. If discrimination occurs, the individual has recourse through the appropriate complaint procedure.

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.

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

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

The IFA 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 delivery of services. Cost allocation among Parties will meet WIOA regulations, Federal Uniform Guidance, including each partner program's authorizing law and implementing regulations and state rules, policies, and guidelines. The IFA is based on projections only; The SC Works system costs and the Parties' resource contributions 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 jobseekers and employers:

_____ SC Works Center (Comprehensive)	
Operator Name	Phone
Address	Email Address
Operating Hours	Website

_____ SC Works Center (Affiliate)	
Operator Name	Phone
Address	Email Address
Operating Hours	Website

Partner Obligations

Changes to the list of financially contributing partners included in the IFA will result in changes to the allocations for the remaining partners. Therefore, any changes that would alter Party cost share contributions must be submitted to all Parties as a written addendum, including the revised staffing roster and revised budget, to ensure fiduciary responsibility. Failure to follow this standard may lead to disputes over the proportionate share amounts and may prevent payment of any amounts beyond those set in the original agreement.

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from the financially contributing partner(s), the Parties must consult with and obtain approval from the contributing partner(s). Each Party has their own procurement process and must ensure that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure to follow this standard may lead to disputes over charges and may prevent payment.

The _____ LWDB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting the Parties contributing to the IFA prior to the execution of a lease agreement. Once all Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space is acceptable 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.

Infrastructure Costs

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
- Security System
- Utilities
- Janitorial/Maintenance
- Landscaping
- General Repair
- Pest control
- Depreciation
- Telephone
- Public access PCs
- Equipment Maintenance/Rental
- Common area supplies

Facility Costs. Those actual costs related to the facility use and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs will be the responsibility of those Parties who deliver services through the SC Works Centers in the _____ LWDA.

Maintenance Costs. Those incurred to keep the SC Works Centers in good condition. These costs include landscaping, janitorial/maintenance, general repairs, including HVAC maintenance, and pest control. Maintenance costs must be agreed upon by all Parties prior to the execution of work.

Facility hosts with capital improvement needs of any nature must address those needs independent of this agreement. 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.

Supply Costs. Those related to performance of individual staff duties and those related to the 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 Center Operator. These costs must 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. Those related to the use of rented equipment, such as Xerox machines, paper, and printer ink. 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 must be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

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

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

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

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

Shared Network Access. In facilities with minimal partner staff presence, the Parties may request the County/COG/Operator provide IT services for their staff or through a VPN tunnel on behalf of the LWDB. 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/Operator’s own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity’s IT service provider and the partner. Once agreement has been reached and/or a VPN connection is established and in use by partner staff, any changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

Telephone. When a Party provide and maintain telephones (either VoIP or analog) for their staff, phone costs are not shared. In offices with minimal partner presence, or where the County/COG/Operator provide phone service, the COG/County/Operator may bill the applicable Parties 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, Parties may choose to provide or request alternate communication methods as needed on a case-by-case basis.

Additional Costs

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. The Parties agree to cost share in the following additional shared services and estimated costs as listed below and in **Attachment E**. Final costs for all agreed upon additional shared services must 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.

Front Desk Addendum. The LWDB will seek agreement from all Parties to the **Front Desk Position Funding and Cost Allocation Addendum** if the Parties choose to cost share a front desk staff person in the comprehensive center.

Agreed upon Additional Shared Services Est. Cost	Description

Cost Allocation and Proportionate Share

WIOA establishes 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 Square Footage (SF) model. The Parties will allocate shared costs based on the number of square feet occupied by each partner’s staff assigned to work in a facility weekly (i.e., enjoying the benefits of being in the building). Shared costs will be 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 computers only), meeting rooms, etc. Common space allocation is determined by the percentage of sole space occupied by partner compared to the total square footage of the facility. See **Attachment E, Shared Operating Budget**.

Rotating Part-time Partners. When multiple partners share the same workspace/SF on a rotating schedule, the cost for that workspace is shared based on the percentage of time each partner uses the space. This ensures the workspace is included in the total allocation only once and that those partners who are not co-located on a full-time basis are sharing costs proportionately based on use and relative benefits received. See **Attachment E, Shared Operating Budget**.

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

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

Reconciliation of Shared Costs

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

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

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

Duration

This MOU, including the IFA, will be reviewed and renewed in a three-year cycle in line with the SC Works Certification Standards to ensure transparency and continuous improvements to the delivery of services and to reflect any changes in the signatory official of the LWDB, SC Works Parties, and CEOs. The budget and staffing roster must be reviewed annually to ensure accuracy. The fiscal year is recognized as July 1 through June 30.

Loss of Funds

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

Agreement Management

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

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

Email:	Email:	Email:
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Authority and Signatures

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

Effective Date

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

Attachments

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

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

Chief Elected Officials:

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

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

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

_____, LWDB Chair Date: _____

_____, Center Operator (if applicable) Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

_____ is the designated local grant recipient responsible for administering the following Title I WIOA programs:

- Adults
- Dislocated Workers
- Youth

_____, Local Grant Recipient Authorized Official Date: _____

THE _____ WORKFORCE DEVELOPMENT 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
- Other state programs administered by the SC Department of Employment and Workforce

_____, Executive Director

Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

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

_____, Commissioner

Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

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

_____, Commissioner

Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

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

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

_____, Director _____ Date: _____

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

SIGNATURE PAGES:

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

INSERT ATTACHMENTS A-F IN THE FOLLOWING ORDER:

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

ADDENDUMS TO THE MOU AGREEMENT:

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

**THE _____ WORKFORCE DEVELOPMENT 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 Official(s) (CEO), the _____ SC Works Center Operator (Operator) and the required partners identified in the Act and other optional partners (hereinafter referred to as “Parties”). The partners’ respective programs are identified on the signature pages of this agreement.

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

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

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

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

WIOA identifies the following entities as required partners in the workforce system:

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

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

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

Each Partner agrees to:

- A. Provide access to its programs or activities through the SC Works delivery system
- B. Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and as supplemented by specific Federal agency Parts and CFRs, to:
 1. Provide applicable career services
 2. Work collaboratively with the State and LWDB to establish and maintain the SC Works delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions that are based upon:
 - i. A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to use and relative benefits received
 - ii. Federal cost principles
- C. Enter into an MOU with the LWDB relating to the operation of the SC Works system
- 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 MOU requires mutual trust and teamwork between the Parties, working together to accomplish shared goals, and keeping with the main purposes and priorities of WIOA.

The purposes of this MOU are to:

- Increase access to and opportunities for the employment, education, training, and support services that individuals need, particularly to those with barriers to employment
- Support the alignment of workforce, education, and economic development systems
- Improve the quality and labor market relevance of a demand-driven workforce that meets the needs of businesses and jobseekers
- Promote improvement in the structure and delivery of services
- Provide workforce development activities that increase opportunities for 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 state.

The Parties agree to:

- Actively participate in the strategic planning process for the local SC Works system
- Serve on the Business Services team and participate in industry or sector partnerships, as applicable
- Participate in SC Works Partner meetings, as appropriate
- Coordinate and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes; and

- At a minimum, provide electronic access to programs, activities, and services:
 - Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term “electronic” includes Web sites, social media, internet chat features, and telephone.

Services

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

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

- **Initial Assessment:** Begins with intake and focuses on determining a customer’s job readiness level, including workforce skills and access to appropriate services, auxiliary aids, and accommodations
- **Job Counseling:** Either individually or in group sessions that helps the jobseeker make the best use of the information and services available
- **Job Referral:** Services tailored to the needs of specific employers and jobseekers, who may also choose to post job announcements and resumes on an electronic system 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 and referrals to off-site services within the system 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 (UI) Information:** Phone accessibility to file for unemployment insurance benefits; Internet Claims filing capability 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 jobseekers and eligibility for federal and state funded programs
- **Outreach/Orientation/Intake:** Promotion of LWDA services and activities that provide individuals with the information necessary to register for programs

- **Performance Information on Local SC Works Centers:** LWDA performance on the local performance measures and any additional performance information with respect to the SC Works delivery system in the LWDA
- **Follow-up Services:** Including retention services and counseling regarding the workplace

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

Accessibility

The Parties agree that 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: accessing technology and materials available through the SC Works delivery system; providing reasonable accommodations for individuals with disabilities; making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities; administering programs in the most integrated setting appropriate; communicating with persons with disabilities as effectively as with others; and the use of appropriate auxiliary aids and services, including assistive technology devices and services, where necessary, to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity. All SC Works centers must be physically and programmatically accessible to individuals with disabilities.

The Parties agree SC Works centers must comply with applicable nondiscrimination requirements, as set forth in 29 CFR Part 38 and Title VI of the Civil Rights Act of 1964, to ensure individuals are not excluded on the basis of race, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or citizenship status. As such, the Parties agree to take reasonable steps to ensure meaningful access to each limited English proficient (LEP) individual served or encountered so that they are effectively informed of and able to participate in the services and programs provided. Reasonable steps may include, but are not limited to, an assessment of language assistance needs, providing oral interpretation, providing written translation of materials, and outreach to LEP communities.

Certification

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. LWDBs will use the State issued certification standards to assess and certify SC Works centers.

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

Center Operations

The Center Operator is responsible for the day-to-day operation of the identified facilities. The Center Operator will coordinate with Parties to ensure staff is scheduled appropriately within the Center, respond to questions of an operational nature, manage the facilities, coordinate the Sharing of Resources, coordinate staffing with all center partners to ensure customers are timely greeted and directed to appropriate SC Works center staff for assistance upon entering SC Works centers. The Operator 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. The Operator agrees to timely notify, by email, all partner staff of center closings, including the Agreement Managers for all Parties listed in the Agreement Management section below.

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

Weather Closings	
☐ The LWDB closes centers based on the county announcement for weather closures.	☐ The LWDB closes centers based on an alternate determination method.
Alternate Weather Closure Method	
[Briefly describe how the LWDB determines when to close SC Works centers for weather and how staff are notified of center closures due to weather.]	
Holiday Closings	
☐ The LWDB closes centers based on the State holiday schedule. *	☐ The LWDB closes centers based on an alternate holiday schedule.
Alternate Holiday Schedule – This section indicates holidays that vary from the State holiday schedule.	
Additional Holidays	Omitted Holidays

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

Eligibility

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

Staff Management

Each partner must provide the direct supervision and control of their staff in matters such as selection and hiring decisions, personnel planning and evaluation, salary and benefits, and other matters directly pertaining to an employer-employee relationship. All Parties will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.

All staff in the SC Works system is to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management must ensure that respectful behavior is exhibited at all times and address those who are not following ***Attachment D, SC Works Civility Policy***.

Dispute Resolution

All SC Works system staff must act in good faith to maintain a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes are to be addressed by facilitating clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process must be followed:

1. The authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), meet to mediate and resolve the situation.
2. Should these efforts fail, the situation must be referred to the chair of the LWDB who designates an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail and/or the situation reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
4. The SWDB Chair designates 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 hears the dispute and provides a recommendation within 60 days.
6. The Parties are 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. Oral modifications have no effect. Assignment of responsibilities under this MOU by any Party is 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 remain in full force and effect.

Termination

Withdrawal from the MOU Agreement requires 90 calendar days written notice to the LWDB, who is then responsible for notifying all Parties. In accordance with WIOA, required partners are not permitted to withdraw from the agreement. Upon the withdrawal of a non-required partner, the associated future costs will be reallocated among the remaining Parties, and the agreement will 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 must cooperate with the SC Works Operator to coordinate delivery of services in the SC Works system. Parties will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the Parties.

The LWDB and the Department of Employment and Workforce (DEW) 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; and to address other matters necessary for the success of the SC Works system. Meeting invitations are to be sent to all appropriate partner staff, including Agreement Managers. Standing and ad hoc committees may be formed to address on-going and special issues and to maximize the participation in the operation and certification of the SC Works centers.

System Integration and Referral

The Parties will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems, and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction. A key responsibility of each partner is effective referral of customers to the appropriate partner for services. This will 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

All Parties agree to abide by all applicable Federal, State, and local laws and regulations governing the protection of personally identifiable information (PII) and other sensitive information, including but not limited to 20 CFR Part 603, 45 CFR § 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will execute and maintain confidentiality agreements with DEW and ensure that access to PII and other sensitive information is limited to authorized staff.

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 the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99. With respect to the use and disclosure of personal information contained in Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

All Parties will implement appropriate administrative, technical, and physical safeguards to prevent the unauthorized access, use, and disclosure of PII and other sensitive information. All customer information will be shared only in accordance with approved confidentiality agreements and applicable laws. These confidentiality obligations will remain in effect for the duration of this agreement thereafter as required by law.

Grants Management

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

Compliance

Each Partner must ensure 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 must 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 Partner liability or any claims, damages, losses, or cost arising out of or related to 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 Partner and their staff are liable for its own acts and omissions; this agreement does not impute or transfer liability to the LWDB or any other party.

Severability

If any provision of this document is found to be invalid, the remainder will not be affected and will remain in force. Similarly, should any Party withdraw, modify, assign, or terminate its participation in this MOU, it remains binding and in full force and effect with the remaining Parties.

Assurances and Certifications:

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. 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 Party.

No funds utilized in conducting activities under this agreement will be used to promote religious or anti-religious activities, for lobbying activities in violation of 18 U.S.C. 1913, or for political activities in violation of 5 U.S.C. 1501 to 1508.

Each Party assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by Federal and state statutes and regulations. The Parties will ensure that no person will be discriminated against in consideration for or receipt of employment and training services or staff position on the bases described in the Accessibility section. If discrimination occurs, the individual has recourse through the appropriate complaint procedure.

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.

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

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

The IFA 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 delivery of services. Cost allocation among Parties will meet WIOA regulations, Federal Uniform Guidance, including each partner program's authorizing law and implementing regulations and state rules, policies, and guidelines. The IFA is based on projections only; The SC Works system costs and the Parties' resource contributions 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 jobseekers and employers:

_____ SC Works Center (Comprehensive)	
Operator Name	Phone
Address	Email Address
Operating Hours	Website

_____ SC Works Center (Affiliate)	
Operator Name	Phone
Address	Email Address
Operating Hours	Website

Partner Obligations

Changes to the list of financially contributing partners included in the IFA will result in changes to the allocations for the remaining partners. Therefore, any changes that would alter Party cost share contributions must be submitted to all Parties as a written addendum, including the revised staffing roster and revised budget, to ensure fiduciary responsibility. Failure to follow this standard may lead to disputes over the proportionate share amounts and may prevent payment of any amounts beyond those set in the original agreement.

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from the financially contributing partner(s), the Parties must consult with and obtain approval from the contributing partner(s). Each Party has their own procurement process and must ensure that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure to follow this standard may lead to disputes over charges and may prevent payment.

The _____ LWDB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting the Parties contributing to the IFA prior to the execution of a lease agreement. Once all Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space is acceptable 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.

Infrastructure Costs

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
- Security System
- Utilities
- Janitorial/Maintenance
- Landscaping
- General Repair
- Pest control
- Depreciation
- Telephone
- Public access PCs
- Equipment Maintenance/Rental
- Supplies

Facility Costs. Those actual costs related to the facility use and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs will be the responsibility of those Parties who deliver services through the SC Works Centers in the _____ LWDA.

Maintenance Costs. Those incurred to keep the SC Works Centers in good condition. These costs include landscaping, janitorial/maintenance, general repairs, including HVAC maintenance, and pest control. Maintenance costs must be agreed upon by all Parties prior to the execution of work.

Facility hosts with capital improvement needs of any nature must address those needs independent of this agreement. 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.

Supply Costs. Those related to performance of individual staff duties and those related to the 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 Center Operator. These costs must 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. Those related to the use of rented equipment, such as Xerox machines, paper, and printer ink. 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 must be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

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

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

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

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

Shared Network Access. In facilities with minimal partner staff presence, the Parties may request the County/COG/Operator provide IT services for their staff or through a VPN tunnel on behalf of the LWDB. 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/Operator’s own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity’s IT service provider and the partner. Once agreement has been reached and/or a VPN connection is established and in use by partner staff, any changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

Telephone. When a Party provide and maintain telephones (either VoIP or analog) for their staff, phone costs are not shared. In offices with minimal partner presence, or where the County/COG/Operator provide phone service, the COG/County/Operator may bill the applicable Parties 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, Parties may choose to provide or request alternate communication methods as needed on a case-by-case basis.

Additional Costs

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. The Parties agree to cost share in the following additional shared services and estimated costs as listed below and in **Attachment E**. Final costs for all agreed upon additional shared services must 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.

Front Desk Addendum. The LWDB will seek agreement from all Parties to the **Front Desk Position Funding and Cost Allocation Addendum** if the Parties choose to cost share a front desk staff person in the comprehensive center.

Agreed upon Additional Shared Services Est. Cost	Description

Cost Allocation and Proportionate Share

WIOA establishes 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. The Parties will allocate shared costs based on the number of staff a partner assigns to work in a facility weekly (i.e., enjoying the benefits of being in the building). Shared costs will be counted proportionately by day as defined below:

- **One Day - .20** (20% of a work week)
- **Two Days - .40** (40% of a work week)

- **Three Days - .60** (60% of a work week)
- **Four Days - .80** (80% of a work week)
- **Five Days - 1** (100% of a work week)

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

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

Affiliate locations where services are provided only monthly are not included in the proportionate share.

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

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

Reconciliation of Shared Costs

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

For buildings leased by the LWDA. The COG/County, in coordination with the Operator, is responsible for reconciling and invoicing respective Parties for costs under this agreement as it relates to the _____ SC Works Center(s). The _____, host for the _____ SC Works center(s), is responsible for reconciling and invoicing facility costs to the Parties. All invoices must be submitted to the Parties, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the

period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners must remit payments to the COG within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. Parties have 30 days from the receipt of the reconciliation to submit a dispute.

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

Duration

This MOU, including the IFA, will be reviewed and renewed in a three-year cycle in line with the SC Works Certification Standards to ensure transparency and continuous improvements to the delivery of services and to reflect any changes in the signatory official of the LWDB, SC Works Parties, and CEOs. The budget and staffing roster must be reviewed annually to ensure accuracy. The fiscal year is recognized as July 1 through June 30.

Loss of Funds

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

Agreement Management

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

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

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

Authority and Signatures

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

Effective Date

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

Attachments

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

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

Chief Elected Officials:

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

STATE INSTRUCTION NUMBER XX-XX

To: Local Workforce Area Signatory Officials
Local Workforce Area Board Chairs
Local Workforce Area Administrators
DEW Area Directors
DEW Regional Managers
DEW UI Operations

Subject: Local Memorandum of Understanding Guidelines

Issuance Date: DATE

Effective Date: DATE

Purpose: To provide guidance to local workforce development boards (LWDBs) regarding the requirement for and the enactment of local memoranda of understanding (MOUs) and infrastructure funding agreements (IFAs) with workforce system partners. This guidance replaces State Instruction 24-07.

References:

- Workforce Innovation and Opportunity Act, Public Law 113-128, § 121
- 20 CFR §§ 678.500 – 678.510; 43 CFR §§ 463.500 – 463.510
- Uniform Guidance, 2 CFR Part 200
- Training and Employment Guidance Letters (TEGLs) 16-16 and 16-16, Change 1; 17-16

Background: LWDBs, SC Works Center Operators, and other workforce partners must coordinate programs and resources to support a comprehensive workforce system that seamlessly provides integrated services, accessible to all jobseekers, workers, and businesses.

The Workforce Innovation and Opportunity Act (WIOA) requires LWDBs, with the agreement of their chief elected officials (CEOs), to develop and enter into an MOU and IFA with all partners concerning the operations and funding of the local SC Works system. Sharing SC Works center costs empower partners to build a robust workforce delivery system that can increase customer access, enhance performance outcomes, and reduce operational cost burdens.

July 15	All fully executed MOU/IFAs are compiled and submitted to the Agreement Managers.
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NOTE: If a date in the above timeline falls on a weekend or holiday, the activity is due the following business day. Please provide any necessary timeline changes to all partners.

Schedule for MOU/IFA Negotiations. LWDBs must send meeting invites, including time and location, to all partners within their LWDA as soon as reasonable following finalization of the meeting schedule. To facilitate state partner engagement and participation in the local negotiation process, specific meeting dates will be issued to the LWDBs by the State using the attachment *Schedule for MOU/IFA Negotiations*.

Signatures. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU by the July 15th deadline.

III. Center Operating Budget 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. These costs include:

- Infrastructure Costs: these are non-personnel costs necessary for the general operation of an SC Works center, including:
 - Rental costs of facilities
 - Costs of utilities and maintenance
 - Security Equipment and Security Systems
 - Equipment (including assessment related products and assistive technology for individuals with disabilities)
 - Technology to facilitate access to the SC Works center (including technology used in planning and outreach activities for the center)
 - Supplies used to support the general operation of the center, including use of the common identifier (i.e., American Job Center [AJC] signage)
- Additional Costs: partners must share in additional costs, including:
 - Applicable career services
 - Other costs that support the operations of the centers
 - Shared services authorized for and commonly provided through the SC Works partner programs, including but are not limited to:
 - initial intake
 - assessment of needs
 - evaluation of basic skills
 - referrals to other partners
 - business services
 - identification of appropriate services, auxiliary aids, and accommodations

NOTE: Costs may include certain personnel expenses for functions benefiting the entire center, if agreed to by all partners.

IV. Infrastructure Funding Agreement

The IFA contains the overall center operating budget, as outlined in the previous section. The agreed upon shared costs and cost-sharing methodology identified in the IFA result from local discussion and negotiation.

The IFA is a mandatory component of the MOU Agreement that breaks down the total LWDA operating budget and the individual SC Works centers budgets. It includes the following:

- Duration in which the IFA is effective
- Identification of the SC Works partners, CEOs, and the LWDB participating in the IFA
- Identification of a cost allocation methodology that demonstrates how center costs are charged to each partner in proportion to use and relative benefits received
- Identification of a center budget that is reconciled against actual costs incurred annually and adjusted accordingly
- Description of the annual review process to ensure equitable benefit among partners
- Identification of the steps taken to reach consensus as well as a description of the process and timelines to be followed for a resolution between partners if consensus is not reached

All SC Works partners must contribute to infrastructure and additional costs of the centers based on proportionate use and relative benefits received. For required partners, the following applies:

1. When two or more required partner program grant recipients or contractors are carrying out the program in a LWDA, each entity must contribute to center costs.
2. When a required partner is not carrying out the program in the LWDA, the requirements are not applicable to that partner, including participation in the MOU and cost-sharing.

Determining the proportionate share attributable to a specific partner program is part of the negotiation process. The LWDB and CEO(s) have discretion to take action to encourage additional partners to contribute their proportionate share of infrastructure and additional costs.

Required partners must provide access to their programs in the comprehensive centers, including each program's applicable career services, and contribute to the infrastructure and additional costs of those centers. Only those partners that participate at affiliate centers are required to contribute to the infrastructure and additional costs for those centers.

Partners may pay for their share of center costs through the following methods:

- Cash Contributions: cash funds provided to the LWDB (or its designee) by SC Works center partners as allowed by the statutes and regulations governing each program.
- Non-cash Contributions: expenditures incurred by SC Works center partners on behalf of the center and goods or services contributed by a partner and used by the center.

Local Funding Mechanism

Under the LFM, local partners negotiate and agree to the center operating budget and cost-sharing methodology to determine each partner's proportionate share. WIOA does not include any caps on the amount or percentage of overall funding that a partner may contribute to center costs under the LFM, so long as no partner contributes more than its proportionate share.

The LFM is the preferred mechanism for determining partner costs because it gives LWDBs and partners the most financial control. This allows the most flexibility for partners to customize and develop innovative customer service strategies.

LFM Cost Allocation Methodologies. Each partner's proportionate share is determined based on the methodology that all partners consent to during the MOU/IFA negotiation meeting. These are either the Full-Time Equivalency (FTE) Methodology or the Square Footage (SF) Methodology.

- FTE Methodology: center costs are allocated and shared proportionately based on each partner's staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis.
- SF Methodology: center costs are allocated based on the number of square feet occupied by a partner's staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis. The staff is counted proportionately according to a) sole space occupied and b) proportionate share of common space based on the percentage of sole space occupied by the partner's staff.
 - Rotating part-time partners cost-share based on the percentage of time that the shared space is used by each rotating partner.

LWDBs and required partners are encouraged to reach consensus on infrastructure funding during local negotiations to avoid the necessity of utilizing the SFM (described below).

State Funding Mechanism

The SFM is only triggered after required partners fail to reach consensus during the negotiation process for center costs and each partner's proportionate share. Even if all required partners except one agree to the IFA, consensus is not reached, and the SFM is triggered for all. If consensus cannot be reached locally, the LWDB is required to notify the State by April 15th each MOU/IFA negotiation cycle via submission of the attachment *Report of Outcome from Local MOU Negotiations*.

NOTE: The SFM is only applicable to required partners and cannot be triggered by additional partners. Additionally, lack of agreement with Native American programs does not trigger the SFM, and Native American programs are not subject to the SFM if it is triggered.

SFM Process. Under the SFM, the Governor is required to determine partner contributions for center costs in each SC Works center the LWDA, applying WIOA statutory caps. The SFM's programmatic caps create uncertainty for partners regarding contribution toward center costs and the level of service available to participants, so LWDBs must first attempt to resolve any disputes informally. Any partner may call a meeting to discuss and resolve disputes.

When the SFM is triggered, the following steps are taken:

1. Notice of failure to reach consensus given to the Governor. The LWDB must submit all materials and documents used in negotiations under the LFM to assist the Governor in determining appropriate calculations by partner program.
2. The Governor determines the infrastructure budget for each center in the LWDA.
3. The Governor establishes cost allocation method(s).
4. The Governor determines each 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 do not exceed the applicable program caps. The partners' proportionate shares must be adjusted if necessary.

Appealing the SFM. Appeals must be made by the SWDB within 14 days of the Governor's determination and submitted in writing to the following address:

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

VI. Local MOU/IFA Negotiation Meeting Requirements

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

- Draft of appropriate MOU/IFA template, including all MOU attachments
- Completed budget templates for the upcoming MOU/IFA cycle using annualized actual costs from the previous MOU/IFA cycle to project a new baseline budget.
 - The preferred funding methodology with an explanation of why it is preferred.
 - The LWDB should be prepared to present both methodologies upon request. If requesting a presentation of both, partners must notify the LWDB at least 30 days in advance of the negotiation meeting.
- Corresponding FTE or SF staffing roster by partner program

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

Good Faith Negotiations

LWDBs and partners are expected to negotiate terms of the MOU 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. All partners must collaborate to ensure that available resources are utilized based upon fair cost-sharing concepts and a responsible allocation methodology.

The chosen methodology must maximize all resources available to the SC Works system from all partners, avoid duplication, and improve the efficiency and quality of employment and training services available to both individuals and employers.

Consensus

Consensus is reached when all required partners consent to the funding methodology and their proportionate share of the costs as outlined in the center operating budget. This does not mean that every required partner prefers the chosen methodology, but that every partner, after participating in good faith negotiations, consents to the chosen methodology.

LWDAs indicate consensus, or lack of consensus, through the **Report of Outcome** document, submitted by April 15th for the upcoming MOU cycle. If the LWDB and all required partners are unable to reach consensus, the Governor must be notified and the SFM is triggered.

Additional Partners. While LWDAs are strongly encouraged to secure additional partner consensus, an additional partner’s refusal to consent does not trigger the SFM. Although required partners must, by law, share in center costs, additional partners may choose not to partner.

Agreement Managers

Each required partner must designate an individual with authority to commit financially and programmatically on their behalf. 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.

If two or more grant recipients or contractors of a required partner program operate in a local area, each entity must designate an authorized individual. Each entity must contribute to infrastructure and additional costs. The designation of authorized individuals ensures financial and programmatic commitments on behalf of the required partner.

Shared Operating Budget Changes

Anticipated budget changes due to staff/space changes, center moves, or other unanticipated costs must be communicated to the appropriate partner. These changes are then subject to approval. LWDBs are encouraged to review their Staffing Rosters and Shared Operating Budgets quarterly and to communicate changes to partners.

This communication ensures accurate cost allocation and facilitates invoice approvals. In the event of a change to the Staffing Roster and/or Shared Operating Budget, the updated documents must be shared to all partners through the Agreement Managers.

VII. MOU/IFA Templates

The two attached MOU templates have been developed in collaboration with core and other partners at the State level. LWDBs must select the appropriate template based on the cost allocation methodology agreed to by the LWDA partners. The templates are for either:

1. FTE cost allocation methodology
2. SF cost allocation methodology

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

MOU/IFA Attachments

Attachment A — WIOA Required Services

- Identifies WIOA required services for the SC Works centers
- Identifies required partner and the services those offered in the LWDA

Attachment B — LWDA SC Works Partner List

- Identifies each SC Works partner entity, the location(s) where they offer services, and their status as a required or additional partner

Attachment C — Cross Referral Agreement

- Defines the responsibility of all partners to refer their participants to other SC Works partners as appropriate, and provides procedures for making the referrals

Attachment D — SC Works Civility Policy

- Highlights partners responsibility to maintain a civil and respectful work environment

Attachment E (will vary based on funding methodology) — Shared Operating Budget

- Presents the cyclical budget for operating the SC Works centers
- Identifies and breaks down the infrastructure and additional cost for each SC Works center and the proportionate share of each partner program contributing to the center costs

Attachment F — Staffing Roster

- FTE Methodology — Identifies all staff in each SC Works center, the amount of time the staff is assigned to the center, and the partner program that the staff represents
- SF Methodology — Identifies all staff in each SC Works center, the amount of square feet assigned to the staff, and the partner program that the staff represents
- Signed by the appropriate authority over staffing decisions for each partner program

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

Inquiries: Questions may be directed to WorkforcePolicy@dew.sc.gov.

Nina Staggers, Assistant Executive Director
Workforce Development Division

Attachments:

Memorandum of Understanding Template – FTE Methodology
Memorandum of Understanding Template – SF Methodology
Schedule for MOU/IFA Negotiation Meetings
Report of Outcome from LWDA MOU/IFA Negotiations

**THE _____ WORKFORCE DEVELOPMENT 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 Official(s) (CEO), the _____ SC Works Center Operator (Operator) and the required partners identified in the Act and other optional partners (hereinafter referred to as “Parties”). The partners’ respective programs are identified on the signature pages of this agreement.

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

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

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

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

WIOA identifies the following entities as required partners in the workforce system:

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

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

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

Each Partner agrees to:

- A. Provide access to its programs or activities through the SC Works delivery system
- B. Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and as supplemented by specific Federal agency Parts and CFRs, to:
 1. Provide applicable career services
 2. Work collaboratively with the State and LWDB to establish and maintain the SC Works delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions that are based upon:
 - i. A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to use and relative benefits received
 - ii. Federal cost principles
- C. Enter into an MOU with the LWDB relating to the operation of the SC Works system
- 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 MOU requires mutual trust and teamwork between the Parties, working together to accomplish shared goals, and keeping with the main purposes and priorities of WIOA.

The purposes of this MOU are to:

- Increase access to and opportunities for the employment, education, training, and support services that individuals need, particularly to those with barriers to employment
- Support the alignment of workforce, education, and economic development systems
- Improve the quality and labor market relevance of a demand-driven workforce that meets the needs of businesses and jobseekers
- Promote improvement in the structure and delivery of services
- Provide workforce development activities that increase opportunities for 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 state.

The Parties agree to:

- Actively participate in the strategic planning process for the local SC Works system
- Serve on the Business Services team and participate in industry or sector partnerships, as applicable
- Participate in SC Works Partner meetings, as appropriate
- Coordinate and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes; and

- At a minimum, provide electronic access to programs, activities, and services:
 - Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term “electronic” includes Web sites, social media, internet chat features, and telephone.

Services

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

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

- **Initial Assessment:** Begins with intake and focuses on determining a customer’s job readiness level, including workforce skills and access to appropriate services, auxiliary aids, and accommodations
- **Job Counseling:** Either individually or in group sessions that helps the jobseeker make the best use of the information and services available
- **Job Referral:** Services tailored to the needs of specific employers and jobseekers, who may also choose to post job announcements and resumes on an electronic system 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 and referrals to off-site services within the system 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 (UI) Information:** Phone accessibility to file for unemployment insurance benefits; Internet Claims filing capability 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 jobseekers and eligibility for federal and state funded programs
- **Outreach/Orientation/Intake:** Promotion of LWDA services and activities that provide individuals with the information necessary to register for programs

- **Performance Information on Local SC Works Centers:** LWDA performance on the local performance measures and any additional performance information with respect to the SC Works delivery system in the LWDA
- **Follow-up Services:** Including retention services and counseling regarding the workplace

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

Accessibility

The Parties agree that 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: accessing technology and materials available through the SC Works delivery system; providing reasonable accommodations for individuals with disabilities; making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities; administering programs in the most integrated setting appropriate; communicating with persons with disabilities as effectively as with others; and the use of appropriate auxiliary aids and services, including assistive technology devices and services, where necessary, to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity. All SC Works centers must be physically and programmatically accessible to individuals with disabilities.

The Parties agree SC Works centers must comply with applicable nondiscrimination requirements, as set forth in 29 CFR Part 38 and Title VI of the Civil Rights Act of 1964, to ensure individuals are not excluded on the basis of race, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or citizenship status. As such, the Parties agree to take reasonable steps to ensure meaningful access to each limited English proficient (LEP) individual served or encountered so that they are effectively informed of and able to participate in the services and programs provided. Reasonable steps may include, but are not limited to, an assessment of language assistance needs, providing oral interpretation, providing written translation of materials, and outreach to LEP communities.

Certification

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. LWDBs will use the State issued certification standards to assess and certify SC Works centers.

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

Center Operations

The Center Operator is responsible for the day-to-day operation of the identified facilities. The Center Operator will coordinate with Parties to ensure staff is scheduled appropriately within the Center, respond to questions of an operational nature, manage the facilities, coordinate the Sharing of Resources, coordinate staffing with all center partners to ensure customers are timely greeted and directed to appropriate SC Works center staff for assistance upon entering SC Works centers. The Operator 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. The Operator agrees to timely notify, by email, all partner staff of center closings, including the Agreement Managers for all Parties listed in the Agreement Management section below.

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

Weather Closings	
☐ The LWDB closes centers based on the county announcement for weather closures.	☐ The LWDB closes centers based on an alternate determination method.
Alternate Weather Closure Method	
[Briefly describe how the LWDB determines when to close SC Works centers for weather and how staff are notified of center closures due to weather.]	
Holiday Closings	
☐ The LWDB closes centers based on the State holiday schedule. *	☐ The LWDB closes centers based on an alternate holiday schedule.
Alternate Holiday Schedule – This section indicates holidays that vary from the State holiday schedule.	
Additional Holidays	Omitted Holidays

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

Eligibility

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

Staff Management

Each partner must provide the direct supervision and control of their staff in matters such as selection and hiring decisions, personnel planning and evaluation, salary and benefits, and other matters directly pertaining to an employer-employee relationship. All Parties will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.

All staff in the SC Works system is to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management must ensure that respectful behavior is exhibited at all times and address those who are not following ***Attachment D, SC Works Civility Policy***.

Dispute Resolution

All SC Works system staff must act in good faith to maintain a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes are to be addressed by facilitating clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process must be followed:

1. The authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), meet to mediate and resolve the situation.
2. Should these efforts fail, the situation must be referred to the chair of the LWDB who designates an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail and/or the situation reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
4. The SWDB Chair designates 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 hears the dispute and provides a recommendation within 60 days.
6. The Parties are 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. Oral modifications have no effect. Assignment of responsibilities under this MOU by any Party is 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 remain in full force and effect.

Termination

Withdrawal from the MOU Agreement requires 90 calendar days written notice to the LWDB, who is then responsible for notifying all Parties. In accordance with WIOA, required partners are not permitted to withdraw from the agreement. Upon the withdrawal of a non-required partner, the associated future costs will be reallocated among the remaining Parties, and the agreement will 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 must cooperate with the SC Works Operator to coordinate delivery of services in the SC Works system. Parties will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the Parties.

The LWDB and the Department of Employment and Workforce (DEW) 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; and to address other matters necessary for the success of the SC Works system. Meeting invitations are to be sent to all appropriate partner staff, including Agreement Managers. Standing and ad hoc committees may be formed to address on-going and special issues and to maximize the participation in the operation and certification of the SC Works centers.

System Integration and Referral

The Parties will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems, and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction. A key responsibility of each partner is effective referral of customers to the appropriate partner for services. This will 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

All Parties agree to abide by all applicable Federal, State, and local laws and regulations governing the protection of personally identifiable information (PII) and other sensitive information, including but not limited to 20 CFR Part 603, 45 CFR § 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will execute and maintain confidentiality agreements with DEW and ensure that access to PII and other sensitive information is limited to authorized staff.

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 the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99. With respect to the use and disclosure of personal information contained in Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

All Parties will implement appropriate administrative, technical, and physical safeguards to prevent the unauthorized access, use, and disclosure of PII and other sensitive information. All customer information will be shared only in accordance with approved confidentiality agreements and applicable laws. These confidentiality obligations will remain in effect for the duration of this agreement thereafter as required by law.

Grants Management

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

Compliance

Each Partner must ensure 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 must 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 Partner liability or any claims, damages, losses, or cost arising out of or related to 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 Partner and their staff are liable for its own acts and omissions; this agreement does not impute or transfer liability to the LWDB or any other party.

Severability

If any provision of this document is found to be invalid, the remainder will not be affected and will remain in force. Similarly, should any Party withdraw, modify, assign, or terminate its participation in this MOU, it remains binding and in full force and effect with the remaining Parties.

Assurances and Certifications:

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. 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 Party.

No funds utilized in conducting activities under this agreement will be used to promote religious or anti-religious activities, for lobbying activities in violation of 18 U.S.C. 1913, or for political activities in violation of 5 U.S.C. 1501 to 1508.

Each Party assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by Federal and state statutes and regulations. The Parties will ensure that no person will be discriminated against in consideration for or receipt of employment and training services or staff position on the bases described in the Accessibility section. If discrimination occurs, the individual has recourse through the appropriate complaint procedure.

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.

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

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

The IFA 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 delivery of services. Cost allocation among Parties will meet WIOA regulations, Federal Uniform Guidance, including each partner program's authorizing law and implementing regulations and state rules, policies, and guidelines. The IFA is based on projections only; The SC Works system costs and the Parties' resource contributions 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 jobseekers and employers:

_____ SC Works Center (Comprehensive)	
Operator Name	Phone
Address	Email Address
Operating Hours	Website

_____ SC Works Center (Affiliate)	
Operator Name	Phone
Address	Email Address
Operating Hours	Website

Partner Obligations

Changes to the list of financially contributing partners included in the IFA will result in changes to the allocations for the remaining partners. Therefore, any changes that would alter Party cost share contributions must be submitted to all Parties as a written addendum, including the revised staffing roster and revised budget, to ensure fiduciary responsibility. Failure to follow this standard may lead to disputes over the proportionate share amounts and may prevent payment of any amounts beyond those set in the original agreement.

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from the financially contributing partner(s), the Parties must consult with and obtain approval from the contributing partner(s). Each Party has their own procurement process and must ensure that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure to follow this standard may lead to disputes over charges and may prevent payment.

The _____ LWDB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting the Parties contributing to the IFA prior to the execution of a lease agreement. Once all Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space is acceptable 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.

Infrastructure Costs

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
- Security System
- Utilities
- Janitorial/Maintenance
- Landscaping
- General Repair
- Pest control
- Depreciation
- Telephone
- Public access PCs
- Equipment Maintenance/Rental
- Common area supplies

Facility Costs. Those actual costs related to the facility use and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs will be the responsibility of those Parties who deliver services through the SC Works Centers in the _____ LWDA.

Maintenance Costs. Those incurred to keep the SC Works Centers in good condition. These costs include landscaping, janitorial/maintenance, general repairs, including HVAC maintenance, and pest control. Maintenance costs must be agreed upon by all Parties prior to the execution of work.

Facility hosts with capital improvement needs of any nature must address those needs independent of this agreement. 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.

Supply Costs. Those related to performance of individual staff duties and those related to the 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 Center Operator. These costs must 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. Those related to the use of rented equipment, such as Xerox machines, paper, and printer ink. 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 must be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

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

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

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

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

Shared Network Access. In facilities with minimal partner staff presence, the Parties may request the County/COG/Operator provide IT services for their staff or through a VPN tunnel on behalf of the LWDB. 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/Operator’s own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity’s IT service provider and the partner. Once agreement has been reached and/or a VPN connection is established and in use by partner staff, any changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

Telephone. When a Party provide and maintain telephones (either VoIP or analog) for their staff, phone costs are not shared. In offices with minimal partner presence, or where the County/COG/Operator provide phone service, the COG/County/Operator may bill the applicable Parties 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, Parties may choose to provide or request alternate communication methods as needed on a case-by-case basis.

Additional Costs

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. The Parties agree to cost share in the following additional shared services and estimated costs as listed below and in **Attachment E**. Final costs for all agreed upon additional shared services must 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.

Front Desk Addendum. The LWDB will seek agreement from all Parties to the **Front Desk Position Funding and Cost Allocation Addendum** if the Parties choose to cost share a front desk staff person in the comprehensive center.

Agreed upon Additional Shared Services Est. Cost	Description

Cost Allocation and Proportionate Share

WIOA establishes 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 Square Footage (SF) model. The Parties will allocate shared costs based on the number of square feet occupied by each partner’s staff assigned to work in a facility weekly (i.e., enjoying the benefits of being in the building). Shared costs will be 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 computers only), meeting rooms, etc. Common space allocation is determined by the percentage of sole space occupied by partner compared to the total square footage of the facility. See **Attachment E, Shared Operating Budget**.

Rotating Part-time Partners. When multiple partners share the same workspace/SF on a rotating schedule, the cost for that workspace is shared based on the percentage of time each partner uses the space. This ensures the workspace is included in the total allocation only once and that those partners who are not co-located on a full-time basis are sharing costs proportionately based on use and relative benefits received. See **Attachment E, Shared Operating Budget**.

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

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

Reconciliation of Shared Costs

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

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

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

Duration

This MOU, including the IFA, will be reviewed and renewed in a three-year cycle in line with the SC Works Certification Standards to ensure transparency and continuous improvements to the delivery of services and to reflect any changes in the signatory official of the LWDB, SC Works Parties, and CEOs. The budget and staffing roster must be reviewed annually to ensure accuracy. The fiscal year is recognized as July 1 through June 30.

Loss of Funds

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

Agreement Management

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

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

Email:	Email:	Email:
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Authority and Signatures

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

Effective Date

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

Attachments

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

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

Chief Elected Officials:

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

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

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

_____, LWDB Chair Date: _____

_____, Center Operator (if applicable) Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

_____ is the designated local grant recipient responsible for administering the following Title I WIOA programs:

- Adults
- Dislocated Workers
- Youth

_____, Local Grant Recipient Authorized Official Date: _____

THE _____ WORKFORCE DEVELOPMENT 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
- Other state programs administered by the SC Department of Employment and Workforce

_____, Executive Director

Date: _____

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

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

_____, Commissioner Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

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

_____, Commissioner

Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

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

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

_____, Director _____ Date: _____

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

SIGNATURE PAGES:

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

INSERT ATTACHMENTS A-F IN THE FOLLOWING ORDER:

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

ADDENDUMS TO THE MOU AGREEMENT:

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

**THE _____ WORKFORCE DEVELOPMENT 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 Official(s) (CEO), the _____ SC Works Center Operator (Operator) and the required partners identified in the Act and other optional partners (hereinafter referred to as “Parties”). The partners’ respective programs are identified on the signature pages of this agreement.

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

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

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

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

WIOA identifies the following entities as required partners in the workforce system:

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

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

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

Each Partner agrees to:

- A. Provide access to its programs or activities through the SC Works delivery system
- B. Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and as supplemented by specific Federal agency Parts and CFRs, to:
 1. Provide applicable career services
 2. Work collaboratively with the State and LWDB to establish and maintain the SC Works delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions that are based upon:
 - i. A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to use and relative benefits received
 - ii. Federal cost principles
- C. Enter into an MOU with the LWDB relating to the operation of the SC Works system
- 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 MOU requires mutual trust and teamwork between the Parties, working together to accomplish shared goals, and keeping with the main purposes and priorities of WIOA.

The purposes of this MOU are to:

- Increase access to and opportunities for the employment, education, training, and support services that individuals need, particularly to those with barriers to employment
- Support the alignment of workforce, education, and economic development systems
- Improve the quality and labor market relevance of a demand-driven workforce that meets the needs of businesses and jobseekers
- Promote improvement in the structure and delivery of services
- Provide workforce development activities that increase opportunities for 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 state.

The Parties agree to:

- Actively participate in the strategic planning process for the local SC Works system
- Serve on the Business Services team and participate in industry or sector partnerships, as applicable
- Participate in SC Works Partner meetings, as appropriate
- Coordinate and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes; and

- At a minimum, provide electronic access to programs, activities, and services:
 - Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term “electronic” includes Web sites, social media, internet chat features, and telephone.

Services

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

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

- **Initial Assessment:** Begins with intake and focuses on determining a customer’s job readiness level, including workforce skills and access to appropriate services, auxiliary aids, and accommodations
- **Job Counseling:** Either individually or in group sessions that helps the jobseeker make the best use of the information and services available
- **Job Referral:** Services tailored to the needs of specific employers and jobseekers, who may also choose to post job announcements and resumes on an electronic system 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 and referrals to off-site services within the system 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 (UI) Information:** Phone accessibility to file for unemployment insurance benefits; Internet Claims filing capability 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 jobseekers and eligibility for federal and state funded programs
- **Outreach/Orientation/Intake:** Promotion of LWDA services and activities that provide individuals with the information necessary to register for programs

- **Performance Information on Local SC Works Centers:** LWDA performance on the local performance measures and any additional performance information with respect to the SC Works delivery system in the LWDA
- **Follow-up Services:** Including retention services and counseling regarding the workplace

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

Accessibility

The Parties agree that 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: accessing technology and materials available through the SC Works delivery system; providing reasonable accommodations for individuals with disabilities; making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities; administering programs in the most integrated setting appropriate; communicating with persons with disabilities as effectively as with others; and the use of appropriate auxiliary aids and services, including assistive technology devices and services, where necessary, to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity. All SC Works centers must be physically and programmatically accessible to individuals with disabilities.

The Parties agree SC Works centers must comply with applicable nondiscrimination requirements, as set forth in 29 CFR Part 38 and Title VI of the Civil Rights Act of 1964, to ensure individuals are not excluded on the basis of race, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or citizenship status. As such, the Parties agree to take reasonable steps to ensure meaningful access to each limited English proficient (LEP) individual served or encountered so that they are effectively informed of and able to participate in the services and programs provided. Reasonable steps may include, but are not limited to, an assessment of language assistance needs, providing oral interpretation, providing written translation of materials, and outreach to LEP communities.

Certification

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. LWDBs will use the State issued certification standards to assess and certify SC Works centers.

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

Center Operations

The Center Operator is responsible for the day-to-day operation of the identified facilities. The Center Operator will coordinate with Parties to ensure staff is scheduled appropriately within the Center, respond to questions of an operational nature, manage the facilities, coordinate the Sharing of Resources, coordinate staffing with all center partners to ensure customers are timely greeted and directed to appropriate SC Works center staff for assistance upon entering SC Works centers. The Operator 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. The Operator agrees to timely notify, by email, all partner staff of center closings, including the Agreement Managers for all Parties listed in the Agreement Management section below.

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

Weather Closings	
☐ The LWDB closes centers based on the county announcement for weather closures.	☐ The LWDB closes centers based on an alternate determination method.
Alternate Weather Closure Method	
[Briefly describe how the LWDB determines when to close SC Works centers for weather and how staff are notified of center closures due to weather.]	
Holiday Closings	
☐ The LWDB closes centers based on the State holiday schedule. *	☐ The LWDB closes centers based on an alternate holiday schedule.
Alternate Holiday Schedule – This section indicates holidays that vary from the State holiday schedule.	
Additional Holidays	Omitted Holidays

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

Eligibility

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

Staff Management

Each partner must provide the direct supervision and control of their staff in matters such as selection and hiring decisions, personnel planning and evaluation, salary and benefits, and other matters directly pertaining to an employer-employee relationship. All Parties will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.

All staff in the SC Works system is to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management must ensure that respectful behavior is exhibited at all times and address those who are not following ***Attachment D, SC Works Civility Policy***.

Dispute Resolution

All SC Works system staff must act in good faith to maintain a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes are to be addressed by facilitating clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process must be followed:

1. The authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), meet to mediate and resolve the situation.
2. Should these efforts fail, the situation must be referred to the chair of the LWDB who designates an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail and/or the situation reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
4. The SWDB Chair designates 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 hears the dispute and provides a recommendation within 60 days.
6. The Parties are 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. Oral modifications have no effect. Assignment of responsibilities under this MOU by any Party is 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 remain in full force and effect.

Termination

Withdrawal from the MOU Agreement requires 90 calendar days written notice to the LWDB, who is then responsible for notifying all Parties. In accordance with WIOA, required partners are not permitted to withdraw from the agreement. Upon the withdrawal of a non-required partner, the associated future costs will be reallocated among the remaining Parties, and the agreement will 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 must cooperate with the SC Works Operator to coordinate delivery of services in the SC Works system. Parties will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the Parties.

The LWDB and the Department of Employment and Workforce (DEW) 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; and to address other matters necessary for the success of the SC Works system. Meeting invitations are to be sent to all appropriate partner staff, including Agreement Managers. Standing and ad hoc committees may be formed to address on-going and special issues and to maximize the participation in the operation and certification of the SC Works centers.

System Integration and Referral

The Parties will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems, and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction. A key responsibility of each partner is effective referral of customers to the appropriate partner for services. This will 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

All Parties agree to abide by all applicable Federal, State, and local laws and regulations governing the protection of personally identifiable information (PII) and other sensitive information, including but not limited to 20 CFR Part 603, 45 CFR § 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will execute and maintain confidentiality agreements with DEW and ensure that access to PII and other sensitive information is limited to authorized staff.

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 the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99. With respect to the use and disclosure of personal information contained in Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

All Parties will implement appropriate administrative, technical, and physical safeguards to prevent the unauthorized access, use, and disclosure of PII and other sensitive information. All customer information will be shared only in accordance with approved confidentiality agreements and applicable laws. These confidentiality obligations will remain in effect for the duration of this agreement thereafter as required by law.

Grants Management

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

Compliance

Each Partner must ensure 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 must 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 Partner liability or any claims, damages, losses, or cost arising out of or related to 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 Partner and their staff are liable for its own acts and omissions; this agreement does not impute or transfer liability to the LWDB or any other party.

Severability

If any provision of this document is found to be invalid, the remainder will not be affected and will remain in force. Similarly, should any Party withdraw, modify, assign, or terminate its participation in this MOU, it remains binding and in full force and effect with the remaining Parties.

Assurances and Certifications:

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. 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 Party.

No funds utilized in conducting activities under this agreement will be used to promote religious or anti-religious activities, for lobbying activities in violation of 18 U.S.C. 1913, or for political activities in violation of 5 U.S.C. 1501 to 1508.

Each Party assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by Federal and state statutes and regulations. The Parties will ensure that no person will be discriminated against in consideration for or receipt of employment and training services or staff position on the bases described in the Accessibility section. If discrimination occurs, the individual has recourse through the appropriate complaint procedure.

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.

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

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

The IFA 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 delivery of services. Cost allocation among Parties will meet WIOA regulations, Federal Uniform Guidance, including each partner program's authorizing law and implementing regulations and state rules, policies, and guidelines. The IFA is based on projections only; The SC Works system costs and the Parties' resource contributions 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 jobseekers and employers:

_____ SC Works Center (Comprehensive)	
Operator Name	Phone
Address	Email Address
Operating Hours	Website

_____ SC Works Center (Affiliate)	
Operator Name	Phone
Address	Email Address
Operating Hours	Website

Partner Obligations

Changes to the list of financially contributing partners included in the IFA will result in changes to the allocations for the remaining partners. Therefore, any changes that would alter Party cost share contributions must be submitted to all Parties as a written addendum, including the revised staffing roster and revised budget, to ensure fiduciary responsibility. Failure to follow this standard may lead to disputes over the proportionate share amounts and may prevent payment of any amounts beyond those set in the original agreement.

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from the financially contributing partner(s), the Parties must consult with and obtain approval from the contributing partner(s). Each Party has their own procurement process and must ensure that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure to follow this standard may lead to disputes over charges and may prevent payment.

The _____ LWDB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting the Parties contributing to the IFA prior to the execution of a lease agreement. Once all Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space is acceptable 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.

Infrastructure Costs

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
- Security System
- Utilities
- Janitorial/Maintenance
- Landscaping
- General Repair
- Pest control
- Depreciation
- Telephone
- Public access PCs
- Equipment Maintenance/Rental
- Supplies

Facility Costs. Those actual costs related to the facility use and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs will be the responsibility of those Parties who deliver services through the SC Works Centers in the _____ LWDA.

Maintenance Costs. Those incurred to keep the SC Works Centers in good condition. These costs include landscaping, janitorial/maintenance, general repairs, including HVAC maintenance, and pest control. Maintenance costs must be agreed upon by all Parties prior to the execution of work.

Facility hosts with capital improvement needs of any nature must address those needs independent of this agreement. 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.

Supply Costs. Those related to performance of individual staff duties and those related to the 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 Center Operator. These costs must 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. Those related to the use of rented equipment, such as Xerox machines, paper, and printer ink. 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 must be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

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

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

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

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

Shared Network Access. In facilities with minimal partner staff presence, the Parties may request the County/COG/Operator provide IT services for their staff or through a VPN tunnel on behalf of the LWDB. 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/Operator’s own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity’s IT service provider and the partner. Once agreement has been reached and/or a VPN connection is established and in use by partner staff, any changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

Telephone. When a Party provide and maintain telephones (either VoIP or analog) for their staff, phone costs are not shared. In offices with minimal partner presence, or where the County/COG/Operator provide phone service, the COG/County/Operator may bill the applicable Parties 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, Parties may choose to provide or request alternate communication methods as needed on a case-by-case basis.

Additional Costs

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. The Parties agree to cost share in the following additional shared services and estimated costs as listed below and in **Attachment E**. Final costs for all agreed upon additional shared services must 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.

Front Desk Addendum. The LWDB will seek agreement from all Parties to the **Front Desk Position Funding and Cost Allocation Addendum** if the Parties choose to cost share a front desk staff person in the comprehensive center.

Agreed upon Additional Shared Services Est. Cost	Description

Cost Allocation and Proportionate Share

WIOA establishes 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. The Parties will allocate shared costs based on the number of staff a partner assigns to work in a facility weekly (i.e., enjoying the benefits of being in the building). Shared costs will be counted proportionately by day as defined below:

- **One Day - .20** (20% of a work week)
- **Two Days - .40** (40% of a work week)

- **Three Days - .60** (60% of a work week)
- **Four Days - .80** (80% of a work week)
- **Five Days - 1** (100% of a work week)

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

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

Affiliate locations where services are provided only monthly are not included in the proportionate share.

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

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

Reconciliation of Shared Costs

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

For buildings leased by the LWDA. The COG/County, in coordination with the Operator, is responsible for reconciling and invoicing respective Parties for costs under this agreement as it relates to the _____ SC Works Center(s). The _____, host for the _____ SC Works center(s), is responsible for reconciling and invoicing facility costs to the Parties. All invoices must be submitted to the Parties, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the

period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners must remit payments to the COG within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. Parties have 30 days from the receipt of the reconciliation to submit a dispute.

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

Duration

This MOU, including the IFA, will be reviewed and renewed in a three-year cycle in line with the SC Works Certification Standards to ensure transparency and continuous improvements to the delivery of services and to reflect any changes in the signatory official of the LWDB, SC Works Parties, and CEOs. The budget and staffing roster must be reviewed annually to ensure accuracy. The fiscal year is recognized as July 1 through June 30.

Loss of Funds

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

Agreement Management

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

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

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

Chief Elected Officials:

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

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

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

_____, LWDB Chair Date: _____

_____, Center Operator (if applicable) Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

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

- Adults
- Dislocated Workers
- Youth

_____, Local Grant Recipient Authorized Official Date: _____

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

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

_____, LWDB Chair Date: _____

_____, Center Operator (if applicable) Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

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

- Adults
- Dislocated Workers
- Youth

_____, Local Grant Recipient Authorized Official Date: _____

THE _____ WORKFORCE DEVELOPMENT 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
- Other state programs administered by the SC Department of Employment and Workforce

_____, Executive Director

Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

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

_____, Commissioner

Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

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

_____, Commissioner

Date: _____

THE _____ WORKFORCE DEVELOPMENT AREA

SC WORKS SYSTEM

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

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

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

_____, Director _____ Date: _____

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

SIGNATURE PAGES:

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

INSERT ATTACHMENTS A-F IN THE FOLLOWING ORDER:

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

ADDENDUMS TO THE MOU AGREEMENT:

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

STATE INSTRUCTION NUMBER XX-XX

To: Local Workforce Area Signatory Officials
Local Workforce Area Board Chairs
Local Workforce Area Administrators
DEW Area Directors
DEW Regional Managers
DEW Program Managers

Subject: Physical Security Requirements in SC Works Centers

Issuance Date: DATE

Effective Date: DATE

Purpose: To establish the minimum physical security standards, procedures, and training requirements in SC Works centers.

References:

- Workforce Innovations and Opportunity Act, Public Law 113-128
- 20 CFR §§ 678.300 – 678.315
- South Carolina Code of Laws, Title 40, Chapter 18
- State Instructions 24-01 and 24-07
- Best Practices for Planning and Managing Physical Security Resources: An Interagency Security Committee Guide

Background: The Department of Employment and Workforce (DEW) is committed to the safety and security of all staff, partners, and customers in the SC Works centers across South Carolina. DEW encourages all employees to exhibit a courteous, professional manner in dealing with the public; however, disruptive, violent, or destructive behavior will not be tolerated, and employees should not jeopardize their safety or the safety of others in dealing with such behavior.

Physical security is an essential part of ensuring that SC Works centers remain welcoming and productive places for workforce services. Prevention of any situation that would compromise physical safety and security is to be prioritized, followed by arrest and prosecution, should an incident occur.

The following terms will be used to define the physical security standards in the SC Works centers:

- **Security Equipment:** Physical items, such as cameras, alarms, and panic buttons, that support security operations and have a useful life exceeding one year
- **Security System:** The integrated combination of security equipment, security personnel, and procedures that collectively maintain the security level of each SC Works center

Policy: Local Workforce Development Areas (LWDAs) must adhere to the requirements outlined in this state instruction to establish and implement physical security standards in all SC Works Comprehensive and Affiliate centers. Local Workforce Development Boards (LWDBs), during the process of selecting and establishing new centers, must ensure that the center is able to meet the security requirements set forth in this state instruction.

Center Security

SC Works Comprehensive Centers

All comprehensive centers must schedule an armed security guard at the point of entry during the hours of public accessibility. Armed security guards are trained and licensed professionals responsible for protecting people, property, and assets by use of force, firearm, or other weapons when necessary. The role of an armed security guard includes, but is not limited to, the following responsibilities:

- **Deterrence:** The presence of an armed guard can deter potential criminals or troublemakers from engaging in unlawful activities.
- **Access Control:** Armed guards monitor entrances and exits, ensuring the safety of those within the centers.
- **Emergency Response:** In the event of a security breach, an armed guard may be required to respond quickly to protect people and property.
- **Crisis Management:** Armed guards are trained to handle crisis situations to minimize harm and maintain order.
- **Report Writing:** Documentation of security incidents and activities is a crucial part of an armed security guard's duties, as it may be used as evidence or for future reference.

NOTE: Security guards are NOT to be repurposed to assist in administrative tasks or any other office duty for the center. They must remain in their assigned area of responsibility to maintain and enforce physical security in the center.

Armed security in the SC Works comprehensive centers does not negate or diminish the need for other/additional security measures identified at the direction of the LWDBs.

SC Works Affiliate Centers

At a minimum, all affiliate centers must have an instant notification process to which all SC Works center staff have access. This process is to conduct emergency communication in the event of a safety incident, such as a panic button or text notification to law enforcement/security personnel.

LWDAs can determine if they believe it is necessary to have additional security measures above and beyond the minimum requirements for Comprehensive and Affiliate Centers, based on factors including, but not limited to:

- Foot traffic, both for unique users and return customers
- Location of the center
- Crime rates in the area
- Number of days the center is open
- Any past incidents that compromised the physical security of the center
- Emergent situations, such as natural disasters
- Availability of law enforcement
- Terms of the property lease and applicable state and local laws and ordinances

Roles and Responsibilities

Local Boards. LWDBs are responsible for securing a licensed, bonded, and insured vendor for armed security, in which they must follow local procurement procedures. LWDBs must conduct a full physical security evaluation at least once every three years in line with the SC Works Certification Standards. Beginning Program Year 2026, a review of the security system must be conducted at least annually through the Physical Security Self-Attestation Form (attached) sent to WorkforceSupport@dew.sc.gov by June 30th of the program year.

Center Operators. Center Operators must maintain the center security system and at least annually ensure all security equipment functions properly. Training on when and how to use the instant notification process — required in Affiliate Centers — must be conducted at least annually for all existing and new staff.

Incident Report. The Center Operator must be notified as soon as practical when an incident occurs and are then responsible for writing the incident report. The Center Operator must notify the Regional Manager of the incident and determine how to proceed. If the Center Operator is not available, the Regional Manager is responsible for writing the incident report. All incident reports must be filled out and emailed as soon as possible and no later than 24 hours after the date of the incident to IncidentReport@dew.sc.gov and copied to the appropriate partner agency manager if partner staff are involved. In emergency situations, SC Works center staff are expected to take reasonable action to protect life and property, relying heavily on the recommendations of

local law enforcement authorities. When an incident occurs, all staff in the center at the time of the incident are responsible to liaise with law enforcement.

Security Training

LWDAs must conduct training in both SC Works Comprehensive and Affiliate Centers on security situations at least annually for all new and existing DEW staff and SC Works center staff and partners. The training should include, but is not limited to, the following:

- Procedures to address disorderly conduct
- Preventing and managing aggressive behavior
- Laws governing behavior on public property
- Fire safety procedures
- Bomb threat procedures
- Procedures for handling injuries to clients
- Threatening telephone calls or in-person situations
- Guidance for handling crisis situations, such as:
 - Active shooter event
 - Response to mental health situations
 - Response to emergency medical situations
- De-escalation techniques
- Guidance for handling situations with youth individuals

Monitoring

DEW's Office of Internal Audit conducts routine monitoring, using the expectations outlined in this policy to determine the security standards of the SC Works centers.

Action: Please ensure that all appropriate staff receive and understand this policy.

Inquiries: Questions may be directed to WorkforcePolicy@dew.sc.gov.

Diana Goldwire, Assistant Executive Director
Employment Services Division

Attachments

- Physical Security Self-Attestation
- Incident Report Form

Physical Security in SC Works Centers

LWDA Self-Attestation of Physical Security

LWDA: Click or tap here to enter text.	
Authorized Representative: Click or tap here to enter text.	Title: Click or tap here to enter text.
Phone: Click or tap here to enter text. Extension: Click or tap here to enter	Email: Click or tap here to enter text.

Physical Security Standards Definitions

LWDBs are required to review the security system at least annually. As stated in State Instruction 25-04, *Physical Security Requirements in SC Works Centers*, a security system is defined as the integrated combination of security equipment, security personnel, and procedures that collectively maintain the security level of each SC Works center. Use the following table to document the annual review, noting the date of review, the name of the reviewer, any issues identified during the review, and the action taken to resolve the stated issue. **Please write "N/A" if no issues are found.**

<u>Center</u>	<u>Review Date</u>	<u>Reviewer</u>	<u>Any Issues Identified</u>	<u>Action Taken to Resolve Issues</u>

Attestation

I, Click or tap here to enter text., Authorized Representative for Click or tap here to enter text., attest that the comprehensive and affiliate SC Works centers in the LWDA, Click or tap here to enter text., adhere to the requirements outlined in State Instruction 25-04.

I understand that all comprehensive centers must schedule an armed security guard at the point of entry during the hours of public accessibility. I understand that armed security guards are trained and licensed professionals responsible for protecting people, property, and assets by use of force, firearm, or other weapons when necessary. I understand that security guards must not be repurposed for administrative or other office duties.

I also understand that, at a minimum, all affiliate centers must have an instant notification process to which all SC Works center staff have access.

Signature:	Title: Click or tap here to enter text.
Print Name: Click or tap here to enter text.	Date: Click or tap to enter a date.