

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

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

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

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

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

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

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

1. Adult, Dislocated Worker, and Youth Programs
2. Adult Education and Family Literacy Act Programs
3. Wagner-Peyser Employment Services Programs
4. Rehabilitation Programs for Individuals with Disabilities
5. Post-Secondary Education Programs (Perkins)
6. Community Services Block Grant Employment and Training Activities
7. Native American Programs
8. HUD Employment and Training Activities (none in our workforce region)
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 (none in our workforce region)
16. Temporary Assistance for Needy Families (TANF) Programs
17. Second Chance Programs- (Goodwill Industries)

With approval of the Local Board and chief elected officials, WIOA also allows other partners to be a part of the workforce system, including local employers and community-based, faith-based, and/or non-profit organizations, as well as employment, education, and training programs provided by public libraries or in

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

Each Partner agrees to:

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

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

Purposes:

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

The Parties agree to:

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

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- o 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, Upstate SC Works Partner List*, includes all local area Parties participating in the agreement and their service location(s) and program(s) they represent.

Career Services

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

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

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Unemployment Insurance (UI) Services

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

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

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

Accessibility

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

Certification

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. Local Boards will use the State issued certification standards to 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

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efficient manner, coordinates services among the SC Works partner programs, and provides maximum access to partner program services even outside regular business hours. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. All Parties must work together to establish processes and services to achieve and maintain the required certification.

Center Management

The Center Manager is responsible for the day-to-day operation of the identified facilities. The Center Manager will coordinate with Parties to ensure staff is scheduled appropriately within the Center, respond to questions of an operational nature, manage the facilities, coordinate the Sharing of Resources, and will be the primary point of contact for SC Works Certification Standards and other related issues.

The Operator agrees that partner staff will have access to their assigned work areas during standard business hours during the work week and during extended work hours, including weekend hours if necessary, as special projects, information technology maintenance, extraordinary circumstances or workload may require.

Eligibility

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

Staff Management

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

Dispute Resolution

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

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

Revised Square Footage Methodology MOU Template

Modification and Assignment

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

Termination

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

Oversight

The Upstate Workforce Board will set the vision and goals for the workforce system and will assist Parties in continuously improving the system. The Parties will be responsible for cooperating with the SC Works Operator in coordinating delivery of services in the SC Works system. Parties will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the Parties. The Local Board and the State Administrative Entity will evaluate SC Works operations and system performance to recommend new policies and changes to current policy for the operation of the SC Works system.

SC Works Partner Meetings

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

System Integration and Referral

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

Confidentiality

- a. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records and unemployment insurance information, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.
- b. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply

Revised Square Footage Methodology MOU Template

with applicable laws, including ensuring that Confidentiality Agreements with DEW are executed and maintained by active system users. Each Party expressly agrees to take measures to provide that no PII or other personal or confidential information is accessible by unauthorized individuals.

- c. Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Parties agree that confidentiality of customer information will be maintained at all times. Parties agree to safeguard and protect confidential and personally identifying information pursuant to applicable Federal and State law, and 2 CFR 200.79. Parties with access to unemployment insurance information from the S.C. Department of Employment and Workforce must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain S.C. Department of Employment and Workforce data be kept confidential. These requirements survive the duration of this agreement.
- d. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99.
- e. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Grants Management

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

Compliance

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

Liability Insurance

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

Severability

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

Assurances and Certifications:

1. The Parties will ensure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender

Revised Square Footage Methodology MOU Template

status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief. Each participant shall have recourse through the appropriate complaint procedure.

2. The Parties will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
3. It is expressly understood and agreed by the Parties that employees performing work within the SC Works system remain at all times employees of their respective agencies.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
5. Each member of the Parties assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by state and Federal statutes and regulations.
6. The Parties will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous. SC Works centers will be operated in accordance with reasonable safety practices.
7. The Parties will each comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

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

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

Spartanburg SC Works Center (Comprehensive)	
Center Manager Name, Title: Kenneth Taylor, Comprehensive Center Manager	Phone: 864-764-1966
Address: 145 North Church Street, B110, Spartanburg, SC 29306	Email Address: ktaylor@scworksgreaterupstate.com
Operating Hours: 8:30am-5:00pm Monday, Tuesday, Thursday and Friday. 8:30am-4:00pm on Wednesdays	Website: www.scworksgreaterupstate.com

Revised Square Footage Methodology MOU Template

Cherokee SC Works Center (Satellite)	
Center Manager Name, Title: Kenneth Taylor Center Manager	Phone: 864-342-7207
Address: 111-C Tiffany Park Circle Gaffney, SC 29341	Email Address: ktaylor@scworksgreaterupstate.com
Operating Hours: Tuesday- Friday 8:30am-1:00pm and 2:00-5:00 p.m. <i>Closed for lunch: 1:00 p.m.- 2:00 p.m.</i>	Website: www.scworksgreaterupstate.com
Union SC Works Center (Satellite)	
Center Manager Name, Title: Kenneth Taylor, Center Manager	Phone: 864-902-1147
Address: 300 E South St, Union, SC 29379	Email Address: ktaylor@scworksgreaterupstate.com
Operating Hours: Monday and Wednesday 8:30 a.m.- 5:00 p.m.	Website: www.scworksgreaterupstate.com

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

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

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

Additional Shared Services Information- The Upstate Workforce Board and all partners recognized the need to staff the SC Works Spartanburg front lobby with an individual that provides quality and consistency to the customers accessing SC Works services. During PY19, a Director of First Impressions was hired. The cost was shared based on FTE (methodology approved by all partners). The same position and cost sharing methodology is proposed for PY24.

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

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

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

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

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

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

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should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

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

Center/Location	Number and Type of Public Access Equipment (not including PCs)
Spartanburg SC Works Center	1 Printer, 1 Fax Machine & 2 Copier/Printer, 1 Telephone
Cherokee SC Works Center	1 Copier/Printer/Fax, 1 Telephone
Union SC Works Center	1 Copier, 1 Printer, 1 Fax Machine 1 Telephone

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

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

Upstate SC Works Center	Public Access	Training Lab	*Total PCs
Total Number of PCs	19	12	31
Spartanburg	11	12	23
Union	1	0	1
Cherokee	7	0	7

A per-machine charge will be assessed. See budget for details. The cost includes the following: Deep Freeze Anti-Virus Software (Annual License) and cost of possible maintenance service on the machines by an outside contractor.

Shared Network Access - In a facility where partner staff presence is minimal, the Parties may request the County/Operator on behalf of the LWB provide IT services for their staff or through a VPN tunnel. A VPN tunnel allows for a "shared" internet connection to be divided into separately managed connections. This method maintains administrative control of partner connections and equipment without interfering with the County and/or the Operator's own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity's IT service provider and the partner. Once an 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.

Revised Square Footage Methodology MOU Template

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

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

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

The square footage rate outlined in Attachment E includes rent, utilities, maintenance, janitorial services, landscaping services, pest control, security system, equipment costs and IT services (access to a computer network, internet, and phones), including the public access PC costs. Actual costs must be reconciled at least once annually and any additional charge or credit must be invoiced to the Parties along with supporting documentation reflecting actual expenditures. All remaining costs items that incur charges where the amount will vary, such as common area supply costs, will be invoiced separately and shared proportionately using the percentage of total square footage occupied as outlined in Attachment E, Shared Operating Budget. Any agreed upon additional shared services costs will also be invoiced separately and shared proportionately using the percentage of total square footage occupied as outlined in Attachment E. Square footage space allocation documentation for proportionate shares must be submitted to the Parties with invoices reflecting actual expenses for payment. Permanent adjustments to space allocation for the duration of the PY will require the space allocation and effective date to be revised and submitted to all Parties.

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

Reconciliation of Shared Costs -

In turn, Spartanburg County, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Partners for costs under this agreement as it relates to the Cherokee, Spartanburg and Union SC Works Center(s). The county, in coordination with the SC Works center Operator, is responsible for reconciling and invoicing facility costs. All invoices should be submitted to the Partners, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the county within 45 days following the date the invoice is emailed to the Partner. Any failure to submit

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payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

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

Duration

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

Loss of Funds

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

Agreement Management

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

Partner Entity: Equus Inc.	Partner Entity: ACHIEVE
Name & Title: Doug Stephenson, Project Director	Name & Title: TBD ,Director
Mailing Address: 145 North Church Street, B110 Spartanburg, SC 29306	Mailing Address: 145 North Church Street Suite 128 Spartanburg, SC 29306
Phone: 864-764-1976	Phone: 864-680-6664
Email: dstephenson@scworksgreaterupstate.com	Email: ac159@uscupstate.edu

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Partner Entity: Spartanburg County Adult Education	Partner Entity: South Carolina Department of Employment and Workforce	Partner Entity: South Carolina Vocational Rehabilitation
Name & Title: Erin Black, Director	Name & Title: Sheleena Rios, Workforce Policy and Research Manager	Name & Title: Kelly Sieling, Field Operations Manager, Director of Planning & Program Evaluation
Mailing Address: 1475 Skylyn Drive Spartanburg, SC 29307	Mailing Address: 1550 Gadsden St. Columbia, SC 29201	Mailing Address: 1410 Boston Ave. West Columbia, SC 29170
Phone: 864-594-4428	Phone: 803-737-0351	Phone: 803-896-6806
Email: ECBlack@spart7.org	Email: srios@dew.sc.gov	Email: ksieling@scvrd.net

Partner Entity: South Carolina Commission for the Blind	Partner Entity: Spartanburg Community College	Partner Entity: Goodwill Industries of Upstate/Midlands SC
Name & Title: Carol Anderson, Director of Consumer Services	Name & Title: James Snead, Financial Coordinator	Name & Title: Tiffany Foster, Senior Missions Manager
Mailing Address: 1430 Confederate Ave Columbia, SC 29201	Mailing Address: PO Box 4386 Spartanburg, SC 29305	Mailing Address: 2744 Decker Blvd. Columbia, SC 29206
Phone: 803-898-3552	Phone: 864-592-4431	Phone: 864-351-0147
Email: carol.anderson@sccb.sc.gov	Email: sneadj@sccsc.edu	Email: tfoster@goodwillsc.org

Partner Entity: South Carolina Indian Development Council	Partner Entity: Adult Learning Center, Inc.	Partner Entity: Job Corps
Name & Title: Council Member	Name & Title: Bill Brasington, Director	Name & Title: Kristen Dube, Corporate OA/CTS Manager
Mailing Address: PO Box 957 Rock Hill, SC 29731	Mailing Address: 145 N. Church St. #82 Spartanburg, SC 29306	Mailing Address: Bamberg Job Corps Center PO Box 967 19 Job Corps Avenue Bamberg SC 29003
Phone: 864-345-2452	Phone: (864) 562-4104	Phone: 603-566-0682
Email: Scidci@comporium.net	Email: bbrasington@adult-learning.org	Email: dube.kristin@jobcorps.org

Partner Entity: Department of Social Services	Partner Entity: Piedmont Community Actions
Name & Title: Tammy James, Division Director	Name & Title: Cynthia Lounds, Executive Director
Mailing Address: PO Box 1520 Columbia, SC 29202	Mailing Address: 300 S Daniel Morgan Ave, Spartanburg, SC 29306
Phone: 803-898-1097	Phone: 864-327-4546
Email: tamara.james@dss.sc.gov	Email: clouds@pcasp.org

Authority and Signatures

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

Effective Date

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2024.

Attachments

A: WIOA Required Services by Partner

B: SC Works Partners and Corresponding Status

C: Referral Process

D: SC Works Civility Policy

E: Shared Operating Budget

F: Confidentiality Agreement

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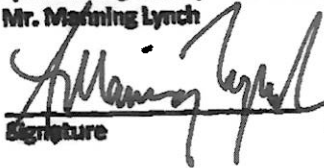
THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

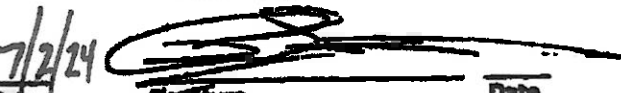
**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Chief Elected Officials:

**Spartanburg County Council Chair
Mr. Manning Lynch**


Signature Date 7/2/24

**Cherokee County Council Chair
Mr. Timothy Spencer**


Signature Date

**Union County Council Chair
Mr. Phillip Russell**


Signature Date 6/24/24


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THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

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

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

DocuSigned by:

D57A55C08340C

Board Chair

Date: 7/9/2024

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THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

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

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

- **Adults**
- **Dislocated Workers**
- **Youth**



B. Cole Alverson, County Administrator

Date: 7.2.24

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THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

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

Equus Workforce Services is designated as the One-Stop Operator for the Upstate Workforce Area.



Authorized Official

Date: 5/24/24

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

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

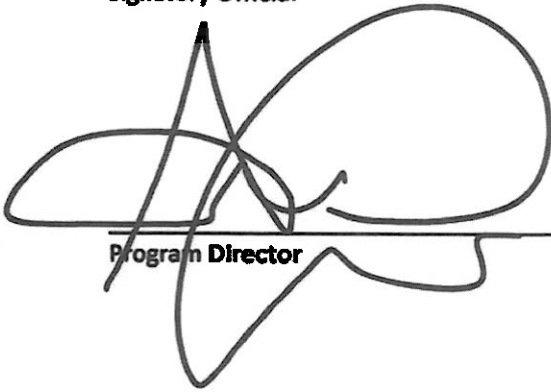
USC Upstate ACHIEVE Program is one of two designated local grant recipients responsible for administering the following title I WIOA program:

- Youth

Ramon Ayudo Ruiz

Signatory Official

Date: 6/14/2024



Program Director

05/22/2024

Date: _____