

**MEMORANDUM OF UNDERSTANDING  
 For  
 THE UPSTATE WORKFORCE DEVELOPMENT AREA**

This Agreement is made and entered into pursuant to the Workforce Innovation and Opportunity Act (WIOA) (hereafter referred to as “the Act”) by the Upstate Workforce Board (hereafter referred to as “the Board”) and the One-Stop Partners (hereafter referred to as “the Participating Agencies”). This agreement is effective July 1, 2016 and shall remain in effect through June 30, 2019, unless otherwise modified in writing.

**Participating Agencies**

**Services/Programs**

Upstate Workforce Investment Board	WIOA; Upstate Regional oversight
ResCare Workforce Services	One-Stop Operator and Adult/Dislocated Worker programs (Title I of WIOA)
SC Dept. of Employment & Workforce (SCDEW)	Wagner-Peyser (Title III of WIOA), Unemployment Insurance (UI), Veterans (LVER/DVOP), Trade Adjustment Assistance (TAA), and MSFW
Spartanburg Community College	Perkins Career and Technical Education program
Spartanburg County Adult Education	Adult Education and Family Literacy (Title II of WIOA)
SC Vocational Rehabilitation (SCVRD)	Rehabilitation Act (Title I of Rehabilitation Act and Title IV of WIOA)
AARP Foundation SCSEP	Senior Community Service Employment Program (SCSEP)
SC Department of Social Services (DSS)	Temporary Assistance for Needy Families (TANF), Medicaid, and Food Stamps (SNAP)
Piedmont Community Actions	Community Service Block Grant
Spartanburg Housing Authority	HUD funded program; YouthBuild
South Carolina Indian Development Council, Inc.	Indian and Native American program
Job Corps	Job Corps program
SC Commission for the Blind	Rehabilitation Act
USC Upstate Achieve	Youth program
Spartanburg County Detention Center	Ex-Offender Programs

**PURPOSE:** In keeping with the following Mission and Vision adopted by the Upstate Workforce Board (UWB) on December 6, 1999, the purpose is to create a One-Stop partnership to operate as a “single service delivery system”. WIOA reaffirms the role of the customer-focused one-stop delivery system, a cornerstone of the public workforce investment system, and enhances and increases coordination among several key employment, education, and training programs.

**MISSION:** Building and maintaining a Workforce Development System that meets the needs of the employers of Cherokee, Spartanburg, and Union counties.

**VISION:** To create and oversee a continuously improving Workforce Development System for Cherokee, Spartanburg, and Union counties that:

Through a One-Stop setting

- Encompasses all necessary resources for the citizens of our three county workforce development area to obtain employment at a livable wage;
- Ensures employers have a work ready pool of applicants and a point of contact to obtain other employer related services; and
- Promotes youth development through education, training, and employment.

### **PARTNER PARTICIPATION:**

Section 121(b) (1) (B) of the Act, identifies the entities that are required partners in the One-Stop service delivery system. All required partners must make available to participants, through the One-Stop delivery system, the career services that are applicable through the partner’s programs. Some of the partners may not have a physical presence within the One-Stop, but have agreed to provide services and/or referrals within the One-Stop system.

Participation by required partners is a requirement that is in addition to, rather than in lieu of, the other requirements applicable to the partner program under each authorizing law.

Any failure to execute an MOU by a required partner shall be reported by the Board to the state agency responsible for administering the partner’s program, the responsible state agency to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a partner’s program.

In addition to the mandated partners, Upstate WB will endeavor to expand the partnership to the broader community through participation of non-mandated public and private partners.

Non-mandated public and private partners may be admitted on the basis of experience and compatibility with the underlying principles of the Upstate WDA One-Stop service delivery system and subject to approval by the Board. Conversely, non-mandated partners can be removed, with cause, by consensus of the Board.

The partnership will meet on a regularly scheduled basis no less than quarterly. Decisions covering operations and financial considerations will be by consensus and will be documented in recorded minutes.

### **COST ALLOCATION PLAN**

Section 121(h) of the Act requires all mandated partners to use a portion of their funds to support the infrastructure costs of One-Stop centers. Because some partners have no or very limited staff actually in the Centers, “in-kind” contributions may also be considered as support.

### **RESPONSIBILITIES OF THE PARTICIPATING AGENCIES:**

Create a system that will integrate all workforce development services into a comprehensive and seamless system that meets the needs of job seekers, workers and employers;

Conduct initial assessment of skills, aptitudes, abilities and supportive needs;

Provide job search and placement assistance, including where appropriate career counseling, testing, remedial education and technical training;

Provide employment information, including information relating to the local, regional and national labor market areas, such as, a) job vacancy listing in such labor market areas; b) information on job skills necessary to obtain the listed jobs; c) information relating to local occupations in demand and the earnings and skill requirements for such occupation;

Provide program performance information and program cost information;

Provide information on how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop delivery system in the local area;

Provide information relating to the availability of supportive services, such as, childcare, work related expenses, and transportation available in the local area and refer to such services;

Provide improved services to local employers by integrating and coordinating the service delivery system;

Encourage customers to upgrade basic skills and obtain high school credentials;

Make referrals to training and educational services and provide vouchers for eligible customers' training;

Make referrals of customers to respective partners and follow-up, as necessary, to determine whether services were received;

Share relevant information with One-Stop agencies;

Participate in One-Stop partner agency meetings and planning activities in to order to improve program integration, cross-referral and relationship building;

Participate in cross-training activities in order to gain more knowledge of other agency's programs and overall one-delivery system;

Conform to the rules of the One-Stop service delivery system; and

Provide prompt and courteous services.

**REFERRAL PROCESS:** The participating agencies will utilize a "One-Stop Service Referral form" to refer customers to other One-Stop agencies. The referral form will include the customer's name, date of referral and the name of the participating agency to receive the referral. The agency making the referral will follow up, as necessary, to determine the status of the referral. The One-Stop Operator will coordinate the referral process; SC Works Online Service (SCWOS) and a mutually agreed upon referral form will be used to complete this requirement.

**OVERSIGHT:** The Upstate Workforce Board will monitor and evaluate the One-Stop operations and performance. They will also recommend new policies and changes to current policy for the operation of the One-Stop Centers. The Board shall utilize a variety of leading practice methods to monitor and evaluate the activities of the One-Stop Centers.

**CONFIDENTIALITY:** Each agency agrees that records created, maintained and used in this agreement shall meet all state and federal confidentiality requirements. *As appropriate, customer information records will be shared among the participating agencies providing services to the customers, subject to these confidentiality regulations.*

**ASSURANCES:**

- The Parties will ensure that no person is discriminated against in consideration for or receipt of employment and training services or staff position because of gender, disability, race, color, age, religion or national origin. Each participant shall have recourse through the appropriate complaint procedure.
- 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 all participating agencies that employees receiving compensation for work performed for this agreement remain at all times employees of the agency and shall in no way be deemed employees of the One-Stop/ SC Works Center.
- No funds utilized in conducting activities under this agreement shall be used in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
- Each of the participating agencies assures that it is an equal opportunity employer and is aware of and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations.

- The Parties will not expose participants to surroundings or working conditions which are unsanitary, hazardous, or dangerous; participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
- The parties will each comply with provisions of 41 U.S.C. 702.

**GRIEVANCE PROCEDURE:**

It is expected that the participating agencies will function by consensus. In instances where consensus cannot be reached and the functioning of the parties is impaired, those members of the One-Stop who are parties to the dispute shall submit to the following dispute resolution (complaint) procedure:

- If the parties are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the Upstate Workforce Investment Board within fifteen days of the initial dispute.
- The Executive Committee of the Board shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the Executive Committee of the Board shall direct Board staff to prepare a response to the complaint within thirty days.
- The decision of the Board will be final and binding unless such decision is in contradiction of applicable state laws governing the partner agencies involved.

**LIABILITY INSURANCE:** Each participating agency insures that it will secure and maintain general tort liability insurance through an authorized carrier in at least the amount specified 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 WIB or any other party.

**MODIFICATION OR TERMINATION:** Modification of this agreement may be made by the written mutual consent of the parties hereto. Any party, not mandated to participate by the Act, may terminate this agreement, without cause, with ninety (90) days written notice to the Board. The Board reserves the right to unilaterally terminate participation by one or more of the parties if the parties violate this agreement or any applicable law or regulation. The New Partner Application (*Attachment A*) will be utilized by agencies wishing to join the One-Stop partnership.

It is understood that while this agreement covers multiple years (three), all operating budgets and proportionate fair share contributions will be reviewed annually, and revised if required, by the annual appropriations process.

**RESOURCE SHARING:** Partners agree to enter into a *Resource Sharing Agreement (Attachment B)* on an annual basis to support the cost of shared services and jointly occupied facilities. Such agreement shall meet the principle of proportionate responsibility for support of services. Cost allocation among partners shall meet the WIOA and its regulations.

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

**SEVERABILITY:** If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.



Upstate Workforce Board

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County Council Chair (Chief Elected Official)

Hon. Jeff Horton  
Spartanburg County  
PO Box 3585  
Spartanburg, SC 29304  
864.583.0963

## MOU ATTACHMENT A NEW PARTNER APPLICATION

Name of Organization:

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Mailing Address:

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City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Physical Address:

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City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Services the organization provides:

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What is the target population served by your organization?

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What services do you propose providing and how will these services benefit the customers of the SC Works Upstate Centers?

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MEMORANDUM OF UNDERSTANDING  
For  
THE UPSTATE WORKFORCE DEVELOPMENT AREA

In Witness thereof, this MOU is being executed by the following One-Stop partner in the Upstate Workforce Development Area:

AGENCY INFORMATION (Please print or type)

Agency Name: S.C. INDIAN DEVELOPMENT COUNCIL, INC.

Address: PO BOX 957 - 2915 RESERVATION ROAD

City/State/Zip Code: ROCK HILL, S.C. 29730

Authorizing Official

Name: TERRY BRANTHAM

Title: BOARD CHAIRMAN

Signature: Terry W. Brant

Date: 6-23-16

## EXHIBIT A

<b>Partner Agency</b>	<b>South Carolina Indian Development Council, Inc.</b>
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1. The South Carolina Indian Development Council, Inc. agrees to contribute to the delivery of the following core services in the WorkLink SC Works system:
  - Partner Referrals
  - Informational Material
  
2. The South Carolina Indian Development Council, Inc. will contribute the above named services in the following manner:
  - Printed brochures/flyers with contact information
  - Provide periodic training to educate SC Works staff and the programs and services available to Native American's and their families and how to make appropriate referrals.
  - Participation in Partner Meetings as appropriate.
  
3. The South Carolina Indian Development Council, Inc. expects to derive the following benefits from the SC Works system:
  - Increased referrals
  - Greater exposure to the community
  - Better coordination and understanding of services with SC Works Partners
  - Gain information and resources to help meet the social and economic development needs of Native American Communities.

6/23/2016

Partner:

Please see attached.

Date:

(SJS)

## JOINT PLANNING

- Continuous partnership building amongst all parties to this agreement.
- Continuous and cohesive planning responsive to federal and state requirements.
- Responsive to specific local and economic conditions, reflective of present and future employer needs.
- Adherence to common data collection and cooperation in seeking reliable, accurate, and timely performance measurement statistics.
- Diligence in developing coordinated local leadership in Workforce Development; responsive to customer needs; maintain system infrastructure always looking at ways to streamline and/or improve service to job seekers and employer; and utilizing all forms of data collection- measure the success of our One-Stop system.

## STAFF PROFESSIONALS

- The One-Stop partner agrees that representatives from its agency housed either full- or part-time in the One-Stop Center (Comprehensive or Affiliate) will maintain a professional attitude and dress while in the center, and will adhere to all general rules of operation set by the Operator.

MARKETING: Any and all marketing efforts on behalf of or in reference to the local One-Stop system must be coordinated with the Host Agency and local WIB staff.

SERVICES: As of the drafting of this MOU/RSA, the final rules for the governance of WIOA have not been promulgated by DOL/ETA; thus, state and local procedures may be amended by necessity. Parties agree to integrate services to the extent possible, in bringing resources of each and every partner's program, staff, and funding to provide operations as the complete One-Stop, serving job seekers and employers alike.

Career services under WIOA encompass core and intensive services, with training being an option should the others not meet the needs of the job seeker. Mandatory partner services must be paid for and offered within the One-Stop Comprehensive Center (Spartanburg) and/or system, and in affiliate centers as possible. ***In the following sections, partners should clearly describe their services to be provided to customers/clients within the Comprehensive Center (Spartanburg) and/or the One-Stop system. (Additional sheets may be added as needed)***

Upon completion and submission of this MOU/RSA from all partners, a detailed list of individual services and individuals served by each partner will be compiled and provided to each partner.

1. Outreach, intake, and orientation services available in the One-Stop system.

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2. Initial assessment of skills, aptitudes, abilities, and supportive service needs.

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3. Job search and placement services assistance including, when appropriate, career counseling.

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4. Provision of employment statistics, job vacancy listings, local labor market, skills/abilities necessary, information relating to local jobs and skills in demand, and a looking forward insight to possible future employment opportunities.

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5. Provision of performance information including program cost data.

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6. Provision of information regarding how the local area is performing on local performance measures and any additional data deemed relevant to One-Stop system.

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7. Provision of accurate information relating to the availability of supportive services, including child care, work related expenses, and transportation, available in local area and referral to such services as appropriate. Assistance in establishing eligibility for welfare-to-work activities and programs of financial aid assistance.

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8. Provision of information regarding filing claims for unemployment compensation and related matters.

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9. Follow-up services, including counseling regarding the workplace, for participants in WIOA activities authorized under this article who are placed in unsubsidized employment, for not less than 12 months after first day of employment.

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10. Specialized services that are unique to your organization in addressing job seeker barriers to employment.

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Parties to the MOU agree to provide services through (select as appropriate, comment as needed)

\_\_\_\_\_ Co-location of staff (either full- or part-time) (please indicate staff below)

\_\_\_\_\_ Co-location of services (please describe below how this will be conducted without co-location of staff)

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\_\_\_\_\_ Cross training of One-Stop staff (to be coordinated between partner/host)

\_\_\_\_\_ Specialized translation service(s)

\_\_\_\_\_ Specialized ADA accommodations; services for disabled population

\_\_\_\_\_ Other (please list as appropriate)

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