

**THE LOWCOUNTRY WORKFORCE AREA
ONE-STOP SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (“WIOA”)**

This Memorandum of Understanding (MOU) is entered into in the spirit of cooperation and collaboration by the Parties to describe how their various funding streams and resources will be utilized to better serve their mutual customers, both job seekers and employers, through an integrated, seamless network of customer-centered service and delivery system. The Parties, by entering into this MOU, signify their commitment to the public workforce system envisioned by WIOA which seeks to provide all participants with access to high quality one-stop centers that connect them with the full range of services available in their communities, whether they are looking to find jobs, build basic education or occupational skills, earn a post-secondary certificate or degree, get guidance on how to chart careers, or are employers seeking skilled workers. The Parties are committed to establish and deliver customers a true seamless, one stop experience with strong partnerships across programs in order to streamline service delivery and align program requirements. It is understood that the MOU is the product of local discussion and negotiation, and is an agreement developed and executed between the Local Board, with the agreement of the chief elected official and the one-stop partners, relating to the operation of the one-stop delivery system in the Lowcountry area.

The parties included in this MOU are the Lowcountry Workforce Board (LWB), Chief Elected Officials (CEO), the Lowcountry One-Stop Operator (OSO) and all required partners identified in the Act and other non-mandated partners (Partners).

The LWB is responsible for developing this MOU with the one-stop partners; designating or certifying one-stop operators; strategic planning; policy development; and oversight.

The CEO is responsible for implementing an innovative and comprehensive Workforce system tailored to meet the particular needs of local and regional labor markets.

The OSO’s function is to manage the One-Stop system and coordinate the delivery of one stop services delivered through the system.

Each Partner agrees to:

- (a) Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations;
- (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 Federal cost principles in 2 CFR parts 200 and 2900, to:
 - (1) Provide applicable career services; and
 - (2) Work collaboratively with the State and Local Boards to establish and maintain the one-stop delivery system. This includes jointly funding the one stop infrastructure 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 the relative benefits;
 - (ii) Federal cost principles
- (c) Enter into an MOU with the Local Board relating to the operation of the one-stop system.
- (d) Participate in the operation of the one-stop system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; and
- (e) Provide representation on the State and Local Workforce Development Boards as required and participate in Board committees as needed.

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 the Workforce Innovation and Opportunity Act (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 investment, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system.
- Improving the quality and labor market relevance of workforce investment, education, and economic development efforts.
- Promoting improvement in the structure and delivery of services.
- Increasing the prosperity of workers and employers.
- Providing workforce development activities that increase employment, retention, and earnings 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.

Priorities:

- Work up-front with employers to determine local or regional hiring needs and design training programs that are responsive to those needs;
- Offer work-based learning opportunities with employers—including on-the-job training, internships, and pre-apprenticeships and registered apprenticeships—as training paths to employment;
- Make better use of data to drive accountability, inform what programs are offered and what is taught, and offer user-friendly information for job seekers to choose what programs and pathways work for them and are likely to result in a job;
- Measure and evaluate employment and earnings outcomes;
- Promote a seamless progression from one educational stepping stone to another, and across work-based training and education, so individuals' efforts result in progress;
- Break down barriers to accessing job-driven training and hiring for any American who is willing to work, including access to supportive services and relevant guidance; and
- Create regional collaborations among American Job Centers, education institutions, labor, and nonprofits.

As WIOA implementation progresses, success in accomplishing the purposes of WIOA at the State, local, and regional levels, will be assessed by whether:

- One-stop centers are recognized as a valuable community resource and are known for high quality, comprehensive services for customers.
- The core programs and one-stop partners provide seamless, integrated customer service.
- Program performance, labor market and related data drive policy and strategic decisions and inform customer choice.
- Youth programs reconnect out-of-school youth (OSY) to education and jobs.
- Job seekers access quality career services either online or in a one-stop career center through a “common front door” that connects them to the right services.
- One-stop centers facilitate access to high quality, innovative education and training.
- Services to businesses are robust and effective, meeting businesses’ workforce needs across the business lifecycle.

WIOA:

- **Aligns Federal investments to support job seekers and employers.** The Act provides for States to prepare a single Unified State Plan that identifies a 4-year strategy for achieving the strategic vision and goals of the State for preparing an educated and skilled workforce and for meeting the skilled workforce needs of employers. States govern the core programs as one system assessing strategic needs and aligning them with service strategies to ensure the workforce system meets employment and skill needs of all workers and employers.
- **Streamlines the governing bodies that establish State, regional and local workforce investment priorities.** WIOA makes State and Local Workforce Development Boards more agile and well positioned to meet local and regional employers' workforce needs by reducing the size of the boards and assigning them additional responsibilities to assist in the achievement of the State and local strategic workforce vision and goals. The State Workforce Development Boards (State Boards) continue to have a majority of business representation and a business chair that work for all workers and jobseekers, including low skilled adults, youth, and individuals with disabilities, while they foster innovation, and ensure streamlined operations and service delivery excellence.
- **Creates a common performance accountability system and information for job seekers and the public.** WIOA ensures that Federal investments in employment, education, and training programs are evidence-based and data-driven, and accountable to participants and the public. It establishes a performance accountability system that applies across the core programs, by generally applying six primary indicators of performance: entry into unsubsidized employment at two points in time, median earnings, attainment of postsecondary credentials, measurable skill gains, and effectiveness in serving employers.
- **Fosters regional collaboration to meet the needs of regional economies.** WIOA promotes alignment of workforce development programs with regional economic development strategies to meet the needs of local and regional employers.
- **Enhances access to high quality services through the network of one-stop system.** WIOA helps jobseekers and employers acquire the services they need in centers and online, clarifies the roles and responsibilities of the one-stop partner programs, adds the TANF program as a required one-stop partner unless the Governor objects, requires competitive selection of one-stop operators, and requires the use by the one-stop system of a common one-stop delivery identifier or brand that is to be developed by the Secretary of Labor.
- **Improves services to individuals with disabilities.** WIOA stresses physical and programmatic accessibility, including the use of accessible technology to increase individuals with disabilities' access to high quality workforce services.
- **Makes key investments for disconnected youth.** WIOA emphasizes services to disconnected youth to prepare them for successful employment.
- **Helps Employers Find Workers with the Necessary Skills.** WIOA contributes to economic growth and business expansion by ensuring the workforce system is job driven — matching employers with skilled individuals. WIOA requires the use of industry and sector partnerships that include key stakeholders in an industry cluster or sector that work with public entities to identify and address the workforce needs of multiple employers. This requires robust relationships across programs and with businesses, economic development, education and training institutions, including community colleges and career and technical education, local entities, and supportive services agencies.

The Parties to this agreement will work together to achieve the key hallmarks of a strong workforce system:

- A customer-centered system, where the needs of business and workers drive workforce solutions;
- A system where one-stop career centers and partners provide excellent customer service to job seekers and businesses, and
- Where the workforce system supports strong regional economies.

The Parties agree to:

- Achieve the WIOA performance accountability measures as set,
- Achieve and maintain One-Stop Certification, including at least one comprehensive, physical one-stop career center in the local area,
- Actively participate in the strategic planning process for the Lowcountry and any future region that is identified,
- Serve as Lowcountry Workforce Board and/or committee members, as applicable,
- Serve on the Business Services team, Industry or Sector partnerships as applicable,
- Participate in Industry or Sector partnerships as applicable,
- Participate in One Stop Partner meetings and trainings,
- The One Stop delivery 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 deliver network that enhances access to the programs' services. Partners, program, and providers will collocate, coordinate, and integrate activities so that individual seeking assistance will have access to information and services that lead to positive employment outcomes for individuals seeking employment.
- Provide electronic access to programs, activities and services by electronic means in addition to providing access to the services at a comprehensive one stop center or making the program services available at an affiliated site if the partner is participating at the affiliated site.
 - Services provided through electronic means will supplement and not supplant those provided through the physical one stop deliver system. The phrase "electronic means" includes Web sites, social media, internet chat features, and telephone.

DESCRIPTION OF SERVICES TO BE PROVIDED

A comprehensive one-stop center is a physical location where jobseekers and employer customers can access the programs, services, and activities of all required one-stop partners.

A comprehensive one-stop center must have at least one (1) WIOA title I (Adult, Dislocated Worker, Youth Workforce Investment Activities) staff person physically present. Separate stand-alone Wagner-Peyser employment services offices are not permitted under WIOA. The applicable career services listed below are to be delivered by required one-stop partners as authorized to be provided under each partner's program.

Customers must have access to the programs, services, and activities during regular business days at a comprehensive one-stop center. Current hours are Monday – Friday 8:30 am to 5:00 pm. The Local Board may establish other service hours at other times to accommodate the schedules of individuals who work on regular business days.

“Access” to programs and services means having either: Program staff physically present at the location; having partner program staff physically present at the one-stop appropriately trained to provide information to customers about the programs, services, and activities available through partner programs; or providing direct linkage through technology to program staff who can provide meaningful information or services.

- A “direct linkage” means providing direct connection at the one stop, within a reasonable time, by phone or through a real-time Web-based communication to a program staff member who can provide program information or services to the customer.
- A “direct linkage” does not include providing a phone number or computer Web site that can be used at an individual's home; providing information, pamphlets, or materials; or making arrangements for the customer to receive services at a later time or on a different day.

One-stop centers provide services to individual customers based on individual needs, including the seamless delivery of multiple services to individual customers. There is no required sequence of services. A one-stop operator or one-stop partner shall not be required to conduct a new interview,

evaluation, or assessment of a participant if the one-stop operator or one-stop partner determines that it is appropriate to use a recent interview, evaluation, or assessment of the participant conducted pursuant to another education or training program.

The comprehensive one-stop center, at a minimum must provide access to:

- I. Basic career services must be made available and, at a minimum, must include the following services, as consistent with allowable program activities and Federal cost principles:
 - (1) Determinations of whether the individual is eligible to receive assistance from the WIOA adult, dislocated worker, or youth programs;
 - ❖ Responsibility: Lowcountry WIOA
 - (2) Outreach, intake (including worker profiling), and orientation to information and other services available through the one-stop delivery system;
 - ❖ Responsibility: All Partners
 - (3) Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
 - ❖ Responsibility: All Partners
 - (4) Labor exchange services, including—
 - (i) Job search and placement assistance, and, when needed by an individual, career counseling, including—
 - (A) Provision of information on in-demand industry sectors and occupations
 - (B) Provision of information on nontraditional employment; and
 - (C) Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system;
 - ❖ Responsibility: Wagner-Peyser and other partners
 - (5) Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one stop delivery system and, when appropriate, other workforce development programs;
 - ❖ Responsibility: All Partners
 - (6) Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—
 - (i) Job vacancy listings in labor market areas;
 - (ii) Information on job skills necessary to obtain the vacant jobs listed; and
 - (iii) Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
 - ❖ Responsibility: Wagner-Peyser and other partners
 - (7) Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
 - ❖ Responsibility: State WIOA – SCDEW WED
 - (8) Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area’s one-stop delivery system;
 - ❖ Responsibility: All partners will provide the information on their programs to Lowcountry WIOA for publication
 - (9) Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State’s

Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for Temporary Assistance for Needy Families, and other supportive services and transportation provided through that program;

❖ Responsibility: All partners will provide the information on their programs to Lowcountry WIOA for publication

(10) Provision of information and assistance regarding filing claims for unemployment compensation, by which the one-stop must provide meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.

❖ Responsibility: Unemployment Insurance-SCDEW

(11) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

❖ Responsibility: All partners

II. Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These services will be delivered to eligible customers by Lowcountry WIOA funded staff either directly or through referrals to partners and providers. These services include the following services, as consistent with program requirements and Federal cost principles:

- (1) Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—
 - (i) Diagnostic testing and use of other assessment tools; and
 - (ii) In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- (2) Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers;
- (3) Group counseling;
- (4) Individual counseling;
- (5) Career planning;
- (6) Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;
- (7) Internships and work experiences that are linked to careers;
- (8) Workforce preparation activities;
- (9) Financial literacy services
- (10) Out-of-area job search assistance and relocation assistance; and
- (11) English language acquisition and integrated education and training programs.

III. Follow-up services must be provided, as appropriate, including: counseling regarding the workplace, for participants in adult or dislocated worker workforce investment activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment. These services will be delivered by the Lowcountry WIOA funded staff either directly or through information exchanges with partners and providers.

IV. Access to training services which may include—

- (1) Occupational skills training, including training for nontraditional employment;
- (2) On-the-Job Training;
- (3) Incumbent worker;
- (4) programs that combine workplace training with related instruction, which may include cooperative education programs;

- (5) Training programs operated by the private sector;
- (6) Skill upgrading and retraining;
- (7) Entrepreneurial training;
- (8) Transitional jobs;
- (9) Job readiness training provided in combination with services described in any of clauses (1) through (8) above;
- (10) Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described in any of clauses (1) through (7); and
- (11) Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

❖ Priority shall be given to Veterans and recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of Individualized Career Services and Training Services.

V. Business Services. Certain career services must be made available to local businesses. Wagner-Peyser will be responsible for labor exchange activities and labor market information. All Partners will participate in the Lowcountry Business Services team and deliver business services, establish and develop relationships and networks with large and small employers and their intermediaries in accordance with the partner programs' statutory requirements and consistent with Federal cost principles.

One-Stop Partners

The One Stop partner shall be the entity who is the grant recipient, administrative entity, or organization responsible for administering the funds of the specified program for carrying out the program and activities in the local area. The term "entity" does not include the service providers that contract with, or are sub-recipients of, the local administrative entity. For programs that do not include local administrative entities, the responsible State agency shall be the partner. The required partners are the entities responsible for administering the following programs and activities in the local area. The following are the Partners as the entity who is the grant recipient, administrative entity, or organization responsible for administering the funds of the specified program for carrying out the program and activities in the local area.

(1) Programs authorized under title I of WIOA, including:

- (i) Adults;
- (ii) Dislocated workers;
- (iii) Youth;
- (iv) Job Corps;
- (v) YouthBuild;
- (vi) Native American programs; and
- (vii) Migrant and seasonal farmworker programs;

- **The Lowcountry Council of Governments**, in accordance with the Lowcountry Consortium Agreement is the designated entity responsible for administering title I of WIOA, funds for:
 - Adults;
 - Dislocated workers;
 - Youth;

Under WIOA, the national programs, including Job Corps, the Native American program, YouthBuild and Migrant and Seasonal Farmworker programs are required one-stop partners. The

entity for the Native American program and Migrant and Seasonal Farmworker programs is the grantee of those respective programs. The entity for Job Corps is the Job Corps center.

Exception: The following programs or activities are not carried out in the Lowcountry area therefore the requirements relating to a required one stop partner are not applicable.

- a Job Corp Center
 - a Native American Program grantee
 - a YouthBuild Program grantee;
- and
- a Second Chance Act of 2007 Program grantee, programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532);

(2) 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);

- **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)

(3) Adult education and literacy activities authorized under title II of WIOA;

- **The South Carolina Department of Education** is the sole entity and designated agency in the State responsible for administering or supervising policy for adult education and literacy activities under WIOA title II.

(4) The Vocational Rehabilitation program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 *et seq.*);

- **The South Carolina Vocational Rehabilitation Department** is the sole entity and 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.

(5) The Senior Community Service Employment Program authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 *et seq.*);

- **The South Carolina Lt. Governor** is responsible for the Senior Community Service Employment Program authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 *et seq.*).

- (6) Career and technical education programs at the post-secondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 *et seq.*);
- **The South Carolina Technical College System** is the sole entity and designated State Eligible agency for the Carl D. Perkins Career and Technical Education Act of 2006 and carries out the program for the purposes stated herein.
- (7) Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 *et seq.*);
- **The South Carolina Office of Economic Opportunity** is responsible for the Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 *et seq.*);
- (8) Employment and training activities carried out by the Department of Housing and Urban Development;
- **Beaufort Housing Authority** is responsible for the Employment and training activities carried out by the Department of Housing and Urban Development (WIOA sec. 121(b)(1)(B)(xi));;
- (9) Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*), unless exempted by the Governor.
- **The South Carolina Department of Social Services** is the sole entity and designated State agency responsible for administering or supervising policy activities for Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*).

Additional Partners: With the approval of the local board and chief elected official other entities that carry out workforce development programs may be one-stop partners for the local area and carry out the responsibilities described herein. Additional Partners may include employment and training programs carried out by:

- Social Security Administration, including Ticket to Work (sec. 1148 of 42USC 1320b-19);
- Small Business Administration;
- Food and Nutrition Act of 2008 (section 6(d)(4) of 7 USC 2015(d)(4); section 6(o) of 7 USC2015(o));
- Rehabilitation Act of 1973 (section 112 of 29 USC 732);
- National and Community Service Act of 1990 (42 USC 12501 *et seq.*); and
- Other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector.

The entity must apply by completing a **“New Partner Application” (Attachment A)** and deliver it to the LWB for consideration. The LWB One Stop committee or its designee will review the application and may request additional information, including meetings or appearance before the committee or LWB to ensure understanding and commitments.

Accessibility

The Parties agree one-stop centers must comply with applicable physical accessibility requirements, as set forth in 29 CFR part 37, 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 one-stop 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. The LWB has provided accessible equipment, assistive technology devices, and Vocational Rehabilitation has provided staff training on the use of the equipment. All comprehensive one-stop centers must be physically and programmatically accessible to individuals with disabilities.

Certification

Each local area must have at least one Comprehensive One Stop Center. The parties agree to cooperate and participate in the achievement of Certification of the Lowcountry One Stop System. Chief elected officials and Local Boards will establish objective criteria and procedures for Local Boards to use when certifying one-stop centers. The State Board will review and update the criteria every 2 years as part of the review and modification of State Plans. The criteria will evaluate the one-stop centers and one-stop delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Evaluations of effectiveness will include how well the one-stop center integrates available services for participants and businesses, meets the workforce development needs of participants and the employment needs of local employers, operates in a cost efficient manner, coordinates services among the one-stop partner programs, and provides maximum access to partner program services even outside regular business hours. These evaluations will take into account feedback from one-stop customers. They must also include evaluations of how well the one-stop center ensures equal opportunity for individuals with disabilities to participate in or benefit from one-stop center services. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. Evaluations of continuous improvement will include how well the one-stop center supports the achievement of the negotiated local levels of performance for the WIOA indicators of performance for the local area. Failure to achieve certification will have a direct impact on the local area's ability receive funding and deliver services. All partners will work together to establish and document process and services to achieve and maintain the required certification.

Common identifier

The parties agree to support and use the common one-stop delivery system identifier "American Job Center". As of July 1, 2016, each one-stop delivery system must include the "American Job Center" identifier or "a proud partner of the American Job Center network" on all products, programs, activities, services, facilities, and related property and materials used in the one-stop system. One-stop partners, States or local areas may use additional identifiers on their products, programs, activities, services, facilities, and related property and materials.

Information Updates

The Parties to this agreement shall notify the other Parties in writing within Sixty (60) days as the aforementioned contact information is updated.

Impasse

WIOA emphasizes full and effective partnerships between Local Boards, chief elected officials, and one stop partners. Local Boards and partners must enter into good-faith negotiations. Local Boards, chief elected officials, and one-stop partners may also request assistance from the State agency responsible for administering the partner program, the Governor, State Board, or other appropriate parties on other aspects of the MOU. The Local Board must report to the State Board, Governor, and relevant State

agency when MOU negotiations with one-stop partners have reached an impasse. The Local Board and partners must document the negotiations and efforts that have taken place in the MOU. The State Board, one-stop partner programs, and the Governor may consult with the appropriate Federal agencies to address impasse situations related to issues other than infrastructure funding after attempting to address the impasse. Impasses related to infrastructure cost funding must be resolved using the State infrastructure cost funding mechanism described in WIOA Section 121(h), NRPM § 678.730 . The Local Board must report failure to execute an MOU with a required partner to the Governor, State Board, and the State agency responsible for administering the partner's program. Additionally, if the State cannot assist the Local Board in resolving the impasse, the Governor or the State Board must report the failure to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a partner's program.

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes. Should resolution efforts fail, the dispute shall be referred to the Workforce Development Director, or the Director's designee, and the Chair of the Lowcountry LWB who shall place the dispute upon the agenda of a regular or special meeting of the LWB or Committee designated by the Chair. The Executive Director of the Partner, or the Executive Director's designee, and the LWB or Designated Committee of the LWB shall attempt to mediate and resolve the dispute. If an agreement still cannot be reached, an explanation as to pending solutions may be stated and written notice provided to the State WIOA Administrative Entity and the State representative of the Party involved.

Similarly, any disputes initiated by SCDEW shall, on first attempt, be resolved informally. Shall resolution efforts fail, the dispute shall be escalated to the SCDEW MOU/RSA Team in attempt to mediate and resolve the dispute. The SCDEW MOA/RSA Team shall escalate further unresolved disputes to the SCDEW Executive Director or the Executive Director's designee. If an agreement still cannot be reached, an explanation as to pending solutions may be stated and written notice provided to the Department of Labor.

Modification and Assignment

This MOU shall be modified at any time by written mutual agreement of the parties involved. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties.

Termination

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least ninety (90) calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown in Section One of this MOU, and to the contact persons so listed, considering any information updates received by the parties.

Oversight

The Lowcountry Workforce Board (LWB) will set the vision and goals for the workforce investment system and will assist Partners in continuously improving the system. The Partners will be responsible for cooperating with the One Stop Operator in coordinating delivery of services in the One Stop system. Partners will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the partners. The LWB and State will evaluate One Stop operations and system performance; recommend new policies and changes to current policy for the operation of the One Stop system.

One Stop Partner Meetings

Partners will meet no less than once quarterly to develop, implement and refine process and documentation to achieve the One Stop Certification Standards; to discuss operational and customer service issues; to address other matters necessary for the success of the One Stop system, including Federal Performance Outcomes and Resource Sharing. 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 One Stop.

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 B* for referral process and forms.

Confidentiality

Customer information, on employers and job seekers, will be shared in accordance with separate information release agreements. Partners agree that confidentiality of customer information will be maintained at all times. Partners agree to safeguard and protect confidential and personally identifying information pursuant to applicable Federal and State law, and IRS Publication 1075.

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 partners.

Compliance

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

Hold Harmless

To the extent allowed under law, no party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney’s fees) which may arise out of any acts or failures to act by any other party, its employee or agents, in connection with the performance of services pursuant to this agreement.

Operational Management

Center Management

The Center Manager is responsible for the day-to-day operation of the identified facilities. The Center Manager will coordinate with Partners to ensure their 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 One Stop Certification Standards and other related issues. Partners shall be billed for their proportionate share of costs as agreed to in the Resource Sharing Agreement or notified that costs are so minimal as to be considered immaterial or considered in-kind.

Eligibility

Each Partner shall be independently responsible for determining eligibility for their respective programs. When making an eligibility determination under WIOA, the One Stop Operator and other providers of WIOA services may, at their discretion, consider the assessment information and individual plans of other Partners regarding an individual’s need for services.

Staff Management

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.

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 Partners, or their agents under this agreement shall be governed by the South Carolina Tort Claims Act 15-78-10, et seq.

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 their participation in this MOU, it shall remain binding and in full force and effect with respect to other remaining parties.

Assurance and Certifications

1. The Partnership will insure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position because of sex, disability, race, color, age, religion, or national origin. Although gender identity is not an explicitly protected basis under the applicable federal laws, discrimination based upon gender identity, gender expression, and sex stereotyping has been interpreted to be a form of prohibited sex discrimination, including under laws that apply to federally financially assisted employment, training, and education programs and activities. Each participant shall have recourse through the appropriate complaint procedure.
2. The Partnership 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 all members of the Partnership 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 Partnership.
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 Partnership assures that it is an equal opportunity employer and is aware of and shall comply with EO practices as mandated by state and federal statutes and regulations.
6. The Partnership 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.
7. Each member will assure that it will follow its Drug Free Workplace Certification to assure that it is in compliance with Executive Order No. 90-05.

HOW THE COSTS OF THE SERVICES AND THE OPERATING COSTS OF THE SYSTEM WILL BE FUNDED

The Resource Sharing Agreement (RSA) is a plan to fund the costs of the services and the operating costs of the system, including funding of infrastructure costs of one stop centers and funding of the shared services and operating costs of the one stop delivery system. The Partners agree to enter into a *Resource Sharing Agreement (Attachment C)* 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 WIOA and its regulations, applicable OMB circulars, state rules and policy guidelines and any local policies regarding cost sharing. Each partner will have a separate Resource Sharing Agreement detailing shared cost which shall be incorporated into this MOU. The One Stop system is a work in progress and its cost and the Partners' 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. Each RSA will be reviewed and modified quarterly, if necessary.

Duration

This agreement shall be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services, to reflect any changes in the signatory official of the Board, one stop partners, and chief elected officials, or one-stop infrastructure funding. A party must provide notice to the other parties within ninety (90) calendar days if substantial changes have occurred. Notice shall be given to all parties at the addresses shown of this MOU, and to the contact persons so listed, considering any information updates received as described below. The fiscal year shall be duly recognized as July 1 through June 30.

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. This MOU may be executed in any number of counterparts, (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement). It being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of an image file format (PDF, JPEG, TIF, etc.), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or image signature page were an original thereof. A change to the personnel signing this agreement will not require the execution of a new document as the signatory is binding the entity; however a change in personnel will require notification by the new signatory of the new signatory name and contact information to be distributed to the parties hereto.

Effective Date:

Without regard to the date of signatures below, the Partners agree the effective date of this agreement is July 1, 2015.

Attachments

A: New Partner Application

B: Referral Process

C: Resource Sharing Agreement

**THE LOWCOUNTRY WORKFORCE AREA
ONE-STOP SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT ("WIOA")**

Chief Elected Officials:

Beaufort County Council
Paul Sommerville, Chair

Hampton County Council
Shedron Williams, Chair

Colleton County Council
Steve Murdaugh, Chair

Jasper County Council
Barbara Clark, Chair



Date: 11-5-2015

Paul Sommerville, Chairman Consortium
Authorized Signatory for the Consortium of Beaufort,
Colleton, Hampton and Jasper Counties Local Elected Officials

Signatory Official Contact Information-

Mailing address: P.O. Drawer 1228

Beaufort, SC 29901

Email: psommerville@bcgov.net

Phone: 843-255-2180

Fax: 843-255-9401

THE LOWCOUNTRY WORKFORCE AREA

ONE-STOP SYSTEM

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

Lowcountry Council of Governments:

Lowcountry One Stop System Operator (LOSSO) Consortium:

The LOSSO is a consortium of Lowcountry Council of Governments, South Carolina Department of Employment and Workforce, and South Carolina Adult Education. Lowcountry Council of Governments is the Center Manager and Authorized Signatory for the LOSSO consortium.

One-Stop Required Partners (Partners):

In accordance with the Lowcountry Consortium Agreement is the designated entity responsible for administering title I of WIOA, funds for:

- Adults;
- Dislocated workers;
- Youth;

And will carry out its responsibilities under this MOU through provision of:

- Staff, referrals and electronic linkage



Sabrena Graham, Executive Director
Lowcountry Council of Governments
P.O. Box 98
Yemassee, SC 29945
sgraham@lowcountrycog.org
Phone: 843-726-5536
Fax: 843-726-5165

Date: 10/30/15