

**MEMORANDUM OF AGREEMENT  
AMONG THE  
SOUTH CAROLINA OFFICE OF THE GOVERNOR,  
SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION AND  
SOUTH CAROLINA DEPARTMENT OF COMMERCE**

**I. Introduction and Statement of Purpose**

This Memorandum of Agreement (MOA) is entered into by and between the South Carolina Office of the Governor (SCOG), the South Carolina Employment Security Commission (ESC), and the South Carolina Department of Commerce (DOC), collectively the "Parties."

This MOA is intended to promote reforms at the ESC that will benefit citizens seeking employment, reduce burdens on employers, and support the State of South Carolina's mission to recruit more business and industry. This MOA is further intended to provide a standing framework for continued cooperation and coordination among the Parties and to require specific actions by the ESC to address long-standing concerns raised by the SCOG and DOC.

**II. Terms of Agreement**

- A. ESC agrees to inform SCOG of any actions that must be authorized by the Governor including, but not limited to, authorization to request unemployment compensation loans from the U.S. Department of Labor as soon as ESC is aware of such actions.
- B. ESC agrees to submit to an independent, third-party audit for the purpose of reviewing the operations and performance of the agency. To ensure a complete and fair audit, ESC agrees to provide full disclosure of any documents and information that is not otherwise exempt from disclosure under state or federal law.
- C. ESC agrees to assist SCOG and DOC in their efforts to encourage economic development in the State of South Carolina by collecting unemployment insurance data and providing such data to SCOG and DOC beginning on July 1, 2009.

Unemployment insurance data covered by this agreement includes, but is not limited to,

- (1) Individual unemployment insurance claimant information, including, but not limited to:
  - a. all individuals who initiated claims with the ESC, including those who were denied unemployment insurance benefits due to ineligibility; provided, however, that all claimants will be identified by a unique number that does not reveal their identity or other personally identifiable information;
  - b. date of filing;
  - c. duration of benefits provided;
  - d. reason for termination of benefits (e.g., obtained employment, exhaustion of benefits, etc.);

- e. method of applying for unemployment insurance benefits;
  - f. claimant's age, gender, race, county of residence and employment, education, industry (as indicated by the 3-digit NAICS level), occupation (as indicated by the 3-digit SOC level), and specific reason for employment separation (e.g., lack of skills, absenteeism, child care problem, maternity/paternity leave, civic/military duty, voluntary quit, plant closing, temporary plant shut-down, seasonal work, etc.);
  - g. indication of whether claimant participated in the extended benefits program of the 2008 Federal Economic Stimulus Act.
- (2) Employer information for all employer-filed unemployment claims, including, but not limited to:
- a. date of temporary shut-down;
  - b. length of shut-down;
  - c. location of facility being shut-down, including county;
  - d. industry of employer (as indicated by the 3-digit NAICS level);
  - e. occupations of employees separated by shut-down (as indicated by the 3-digit SOC level);
  - f. a unique identifier for the employer that will allow access to the employer's entire history of shut-downs.

The initial data collection under this agreement shall include all unemployment insurance data from January 1, 2006 until July 1, 2009. Thereafter, ESC agrees to provide to SCOG and DOC a monthly report of unemployment insurance data in the same form as the initial collection and consistent with the data reported on the ETA203 Report and/or the Weekly Unemployment Insurance Claims data reported to the United States Department of Labor Employment and Training Administration. The monthly reports provided pursuant to this MOA shall include the monthly unemployment rate, an explanation of the methodology used to calculate the unemployment rate, and a detailed breakdown explaining how the CPS, CES, and UI Claims data contributed to the unemployment rate.

- E. ESC agrees to provide to SCOG and DOC a report of the non-disclosable Quarterly Census of Employment and Wage Data regarding employment, establishments, total wages, weekly wages, and average annual pay as provided to the United States Bureau of Labor Statistics. This report shall be provided on a quarterly basis beginning July 1, 2009.
- F. ESC agrees to modify existing claimant forms and procedures and to acquire the resources necessary to comply with the terms of this MOA.
- G. ESC agrees to share the data collected and provided pursuant to this MOA with the South Carolina State Department of Education, the South Carolina State Board for Technical and Comprehensive Education and its member institutions, and the South Carolina Councils of Government.
- H. SCOG agrees to authorize unemployment compensation loans from the U.S.

Department of Labor for the first quarter of 2009 if the Parties accept the terms of this MOA and agree, in good faith, to accomplish the terms set forth herein diligently and expeditiously.

**III. Modification and Termination of Agreement**

This MOA may be modified only by written agreement of the Parties. No Party may withdraw from this agreement without prior written consent of all Parties.

**IV. Effective Date**

This MOA becomes effective upon execution of the signatures of the Parties to the MOA. The date of execution shall be the date of the last signature. Each of the persons signing below warrants that he is duly authorized by the entity shown below to sign this agreement on behalf of that entity.

IN WITNESS WHEREOF, the parties hereto have signed this MOA on the date appearing next to their signatures:

FOR the South Carolina Office of the Governor:

\_\_\_\_\_  
Mark Sanford  
Governor

\_\_\_\_\_  
Date

FOR the South Carolina Employment Security Commission:

\_\_\_\_\_  
Roosevelt T. Halley  
Executive Director

\_\_\_\_\_  
Date

FOR the South Carolina Department of Commerce:

\_\_\_\_\_  
Joe Taylor  
Secretary

\_\_\_\_\_  
Date