

STATE OF SOUTH CAROLINA

RECEIVED

JUL 31 2023

In The Court of Appeals

SC Court of Appeals

Appeal from the Administrative Law Court

Shirley C. Robinson, Administrative Law Judge

Appellate Case No. 2023-000848

Ronald Ceo, #258464,

Appellant,

v.

South Carolina Department of Corrections,

Respondent.

RECORD ON APPEAL

Ronald Ceo #258464
MacDougall Correctional Inst
1516 Old Gilliard Rd.
Ridgerville, S.C. 29472
Appellant Pro Se

Christina C. Bigelow
S.C. Department of Corrections
Office of General Counsel
4444 Broad River Rd.
Columbia, S.C. 29221-1787
Attorney for Respondent

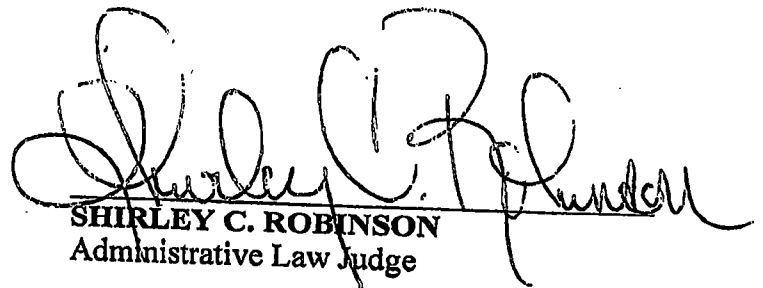
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| Pay stubs from Carolina Textite | 3. |

believes that his work at Carolina Textiles was established through sections 24-3-315, -430(D) and -410(B)(7) of the South Carolina Annotated Code (Supp. 2022). The Prison Industries Service Project within which Appellant participated was established pursuant to section 24-1-290 of the South Carolina Annotated Code (Supp. 2022). Section 24-1-290 expressly provides that wages for prison industry service work may be less than prevailing wage for export work of a similar nature in the private sector. The Record is devoid of any evidence to suggest that Appellant was a participant in the Prison Industries Project. Participation in a Prison Industries Project is not a right, but a privilege. *Skipper v. South Carolina Department of Corrections*, 370 S.C. 267, 633 S.E.2d 910 (Ct. App. 2006). ("This employment program does not meet the test for a state-created liberty interest as outlined in *Sandin* because it does not present an atypical, significant hardship on inmates who are not permitted to participate. Consequently, [an inmate], in being terminated from his prison employment, d[oes] not suffer an infringement upon his liberty interests."). *Id.* at 276, 633 S.E.2d 910, 915. Accordingly, Appellant has not alleged deprivation of a state-created liberty or property interest in this appeal, and the Court finds *Furtick* to be controlling in this matter.

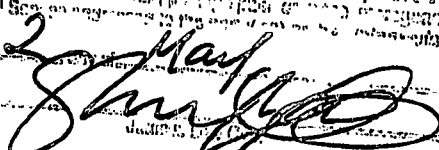
THEREFORE, IT IS HEREBY ORDERED that this appeal is **DISMISSED**, with prejudice.

AND IT IS SO ORDERED.


SHIRLEY C. ROBINSON
Administrative Law Judge

May 2nd, 2023
Columbia, South Carolina

CERTIFICATE OF SERVICE
This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by direct mail as set forth hereof. In the United States, parties possess a right of discovery by a subpoena to the records of the court.

This _____
By: 

The State of South Carolina
FILED
MAY 02 2023
Administrative Law Court

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only

INMATE NAME: Ronald Ceo
SCDC NUMBER: 64
INSTITUTION: Mac Donald
HOUSING UNIT: MIB3B
WORK ASSIGNMENT: Maintenance

Grievance No. MACD-0077-22
Code: General my/Bon
Policy _____
Disc. Hear. _____
Class _____
PREA _____
Date Received: 9/13/22
IGC Initials: BN
Date Received: 8-30-22
IGA Initials: JK

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): I was employed at P.I. #1 and work for Carolina Textiles as a baler from 2-20-2018 to 2-2-2021 while I was employed the Department did not pay me the prevailing wage for similar work as required by Federal and State law 15 U.S.C.A. § 1761 (c)(27); S.C. Code of laws Ann. § 24-3-315, § 24-3-430(C) and Federal Regulation 64 FR 17000-01. I discovered that my non-inmate counterpart was making \$16.00/hr. The product that I was working was produced in part and sold on the open market.

Grievant Signature Ronald Ceo Date 8-30 2022

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

We received your concern. In your grievance you stated that you were employed with Prison Industries (PI) #1 and worked for Carolina Textiles as a baler from February 20, 2018 - February 2, 2022. You state that SCDC did not pay you the "prevailing wage" for similar work pursuant to the mandatory statutory provisions found in the South Carolina & Federal Laws. You also state that you were paid \$1.50 to \$1.75 an hour in hourly wages, however you discovered that your non-inmate counterpart was earning \$16.00 an hour for the same baler work. You further state that you should be eligible for the same pay as it is compatible with the decision rendered by the SC Court of Appeals. You have requested that you be paid the prevailing wages that was withheld during your employment period. Be advised that prevailing wages is only given to those who were employed by the PIE program. You were employed with the PI service project to which prevailing wage does not apply. PI service project wages are governed by S.C. Code Ann § 24-1-295 and are not subject to S.C. Code provisions §§ 24-3-40, 315, 410, and/or 430. Furthermore, you did not participate/work in a PI project that resulted in the production of any goods sold by Carolina Textiles in interstate commerce. You participated in a PI service project in which Carolina Textiles served as a private industry sponsor. In the absence of proof, you are not entitled to any additional wages or the prevailing wage rate.

Therefore, your grievance is denied.

You may appeal this decision under the Administrative Procedures Act to the Administrative Law Court. In order to appeal, you must fill out the attached Notice of Appeal Form and submit it as instructed on the form within 30 days of receipt.

Responsible Official Signature Ronald K. Webb Date 9/21/22

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Grievant Signature _____ Date _____

IGC Signature _____ Date _____

RECEIVED SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

MAY 31 2022

INMATE GRIEVANCE FORM



STEP 1

INMATE NAME: <u>Ronald Ceo</u>	OFFICE USE ONLY
SCDC NUMBER: <u>258464</u>	Grievance No. <u>MACD 08722</u>
INSTITUTION: <u>MacDougall</u>	Code: General <u>MM/BM</u>
HOUSING UNIT: <u>MIB3B</u>	Policy: <u>MM/BM</u>
WORK ASSIGNMENT: <u>Reg. Maintenance</u>	Disc. Hear. _____
	Class. _____
	PREA _____
	Date Received <u>5/21/22</u>
	IGC Initials <u>BU</u>

STATEMENT OF GRIEVANCE (Indicate the date of incident, and if the grievance is a challenge to SCDC Policy, specify which policy. Include supporting documentation and attach answered RTSM or Kiosk reference number.) I was employed at P. I. #1 and work for Carolina Textiles as a baler from 2-20-2018 to 2-2-2021. While I was employed SCDC did not pay me the prevailing wage for similar work pursuant to the Mandatory Statutory provisions found in the South Carolina and Federal laws. Respectively, S.C. Code of Law Ann. § 24-3-315, § 24-3-430 (D), and 18 U.S.C.A. § 1761 (c) (2). I was paid \$1.50 to \$1.75 an hour working as a baler in P. I. #1 for Carolina Textiles before they pulled out in early 2021. However I discovered that my noninmate counterpart was making north of \$16.00/hr. for doing the same baling work at Carolina Textiles. This Grievance relates to SCDC day to day operation as it relates to prevailing wages of inmates and is compatible to the S.C. Court of Appeals ruling that was held in Ackerman v. S.C. Dept. of Corrections, 782 S.E.2d 757 (2016). "the Court held that wage grievances were excepted from SCDC grievance system policy's 15-day filing deadline".

Kiosk Reference # _____

Date Received 5-20-2022

Grievant Signature _____ Date _____

ACTION TAKEN BY IGC: None PROCESSED BY IGC: None

ACTION TAKEN BY IGC: None PROCESSED BY IGC: None

See Reversed Decision on Reverse Side

IGC Signature _____

Date _____

WARDEN'S DECISION AND REASON:

Ceo, Ronald 258464

REVISED STEP 1 DECISION

MACD-0077-22

The Honorable Shirley C. Robinson, Administrative Law Judge. Ordered the processing of grievance MACD-0077-22. You asserted in grievance MACD-0077-22 that you did not receive the "prevailing" wage consistent with applicable State and Federal laws for your labor when you participated from 02/20/2018 in the PI project operated by the agency at MacDougall CI in grievance MACD-0077-22, you requested the purportedly proper compensation for your labor during the above stated timeframe.

Records indicate you did not participate in a PIECP project operated by SCDC. Rather you participated on a PI service project operated by SCDC in which Carolina Textiles was involved as the private industry sponsor. Inmates who participated in this service project, including you, were not "employees" or otherwise employed by Carolina Textiles. Inmates who participated in the service project, including you, sorted clothing and rags and then bailed these items.

Said duties did not result in the production of any goods sold by Carolina Textiles in interstate commerce, therefore, you were not and are not entitled to receive the "prevailing wage" for your labor under S.C. Code Ann 24-1-295. Therefore your request for the "prevailing Wage" is substantively and fatally defective.

Therefore, your grievance is denied.

If you disagree with this Warden's Decision (decision), you may file an appeal by completing SCDC Inmate Grievance Form 10-A, provided to you while you are being serving you this Decision and placing it in the Grievance Box at your local correctional institution within (5) days of your receipt of this Decision.

W. McTell

8/24/22

Warden Signature

Date

I accept the Warden's decision and consider the matter closed.

I do not accept the Warden's decision and wish to appeal.

Ronald Coe *8-30-22*

Grievant Signature

Date

Adrian

8-30-22

IGC Signature

Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1 by sending an Inmate Request to Staff Member (RTSM) form or Kiosk reference number to the appropriate supervisor. A copy of the answered RTSM must be attached to the grievance when the grievance is filed.
2. Complete each section in its entirety writing only in the space provided for inmate use. No additional pages will be permitted.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form by placing it in the Grievance Box at your institution within eight (8) working days of the date on the RTSM response; policy grievances can be filed at any time. Disciplinary and Classification Review appeals must be submitted within five (5) working days of the hearing/review. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, by placing your Step 2 appeal form in the Grievance Box at your institution.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Ronald Ceo, 258464.

Appellant.

Docket No. 22-ALJ-04-0191-AP
Grievance No.: MACD 77-22

v.

South Carolina Department of Corrections.

ORDER OF REMAND


Respondent.

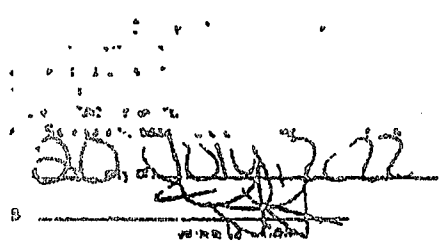
This matter is before the South Carolina Administrative Law Court (ALC or Court) pursuant to the Notice of Appeal filed by Ronald Ceo (Appellant), an inmate incarcerated with the South Carolina Department of Corrections (Department). On May 30, 2022, Appellant filed a Step 1 Grievance with the Department requesting to be paid prevailing wages for his work for Carolina Textiles from February 20, 2018, through February 2, 2021. On June 1, 2022, the Department determined Appellant exceeded the established time frame for filing a grievance. On June 30, 2022, Appellant filed an appeal with the ALC. Citing to *Ackerman v. S.C. Dep't of Corr.*, Appellant argues the fifteen-day deadline does not apply to his grievance regarding prevailing wages. This court agrees. See *Ackerman v. S.C. Dep't of Corr.*, 415 S.C. 412, 417, 782 S.E.2d 757, 760 (Cl. App. 2016) (finding that inmate grievances invoking the Prevailing Wage Statute are not subject to the Department's fifteen day filing deadline because the grievances concern Department policies rather than an incident).

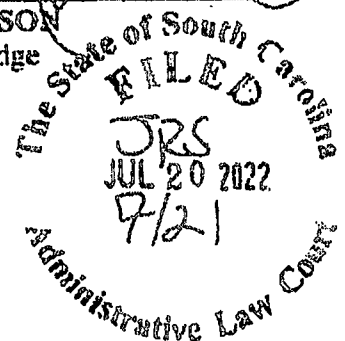
THEREFORE, IT IS HEREBY ORDERED that this appeal is REMANDED to the Department for processing. If Appellant wishes to appeal further after receiving a final decision from the Department, a new appeal needs to be filed with the ALC.

AND IT IS SO ORDERED.

July 20, 2022
Columbia, South Carolina


SHIRLEY C. ROBINSON
Administrative Law Judge


20 July 2022



**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM**

STEP 2

Office Use Only

INMATE NAME: Ronald Ceo MacDougal Correctional Inst.
 SCDC NUMBER: 258464 Jailroom
 INSTITUTION: MacDougal JUN 17 2022
 HOUSING UNIT: M1B3B RECEIVED
 WORK ASSIGNMENT: Maintenance

Grievance No. _____
 Code: General _____
 Policy _____
 Disc. Hear. _____
 Class. _____
 Date Received _____
 IGC Initials _____

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): I was employed at P.I. 41 and work for Carolina Textiles as a baker from 2-20 2018 to 2-2-2021. While I was employed the Department of Corrections did not pay me the prevailing wage for similar work as required by Federal and State law. 18 U.S.C.A § 1761 (c) (2), S.C. Code of Laws Ann § 24-3-315, § 24-3-430 (D) and Federal Regulation 64 FR 17000-01 I was paid a \$1.50 to \$1.75 a hour. I discovered that my noninmate counterpart was making \$16.00 hr. for doing the same work. This grievance relates to inmate pay and is a prevailing wage claim which is governed by SCDC policy. However my step 1 grievance was denied the reason by the IGC was exceeded time frame that is a error for my step 1 because on the back of the step 1 under number 4 it explicitly say **POLICY GRIEVANCES CAN BE FILED AT ANY TIME.** I grieved a SCDC policy not a isolated incident. I received the step 1 by mail on 6-15-2022.

Ronald Ceo 6-17-2022
 Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

You cannot file a Step 2 grievance on a grievance that has been processed + returned, nor did the IGC give you this form. B. Williams IGA
 6/23/22

N/A
 Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

N/A _____ N/A _____
 Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

RECEIVED SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

4-31-2022

INMATE GRIEVANCE FORM

STEP 1

INMATE NAME: <u>Ronald Ceo</u>	OFFICE USE ONLY
SCDC NUMBER: <u>258464</u>	Grievance No. <u>MACD 0187-22</u>
INSTITUTION: <u>MacDougall</u>	Code: General <u>DAY/BM</u>
HOUSING UNIT: <u>MIB3B</u>	Policy: <u>DAY/BM</u>
WORK ASSIGNMENT: <u>Reg. Maintenance</u>	Disc. Hear. _____
	Class. _____
	PREA _____
	Date Received <u>5/21/22</u>
	IGC Initials <u>BW</u>

STATEMENT OF GRIEVANCE (Indicate the date of incident, and if the grievance is a challenge to SCDC Policy, specify which policy. Include supporting documentation and attach answered RTSM or Kiosk reference number.) I was employed at P.I.#1 and worker Carolina Textiles as a baker from 2-20-2014 to 2-2-2021. While I was employed SCDC did not pay me the prevailing wage for similar work pursuant to the Mandatory Statutory provisions found in the South Carolina and Federal laws. Respectively, S.C. Code of Law Ann. § 24-3-315, § 24-3-430 (D), and 18 U.S.C.A. § 1761 (c) (2). I was paid \$1.50 to \$1.75 an hour working as a baker in P.I.#1 for Carolina Textiles before they pulled out in early 2021. However I discovered that my noninmate counterpart was making north of \$16.00 hr. for doing the same baking work at Carolina Textiles. This Grievance relates to SCDC day to day operation as it relates to prevailing wages of inmates and is compatible to the S.C. Court of Appeals ruling that was held in *Anderson v. S.C. Dept. of Corrections*, 782 S.E.2d 757 (2016) "the Court held that wage grievances were exempted from SCDC grievance system policy's 15-day filing deadline".

Kiosk Reference # 22-0263925

Grievant Signature

Date

ACTION REQUESTED: To be paid the prevailing wages that was withheld, that I am entitled pursuant to 18 U.S.C.A. § 1761(c)(2) & 42 FR 17000-01 and state law 'Supra'

ACTION TAKEN BY IGC: PROCESSED UNPROCESSED OTHER

1/A Exceeded Timeframe

BW

6/1/22

IGC Signature

Date

Inmate Request - General

Today's Date: 6/1/22 8:36

Name: CEO, RONALD

Booking #: 258464

Permanent #: 258464

Reference #: 22-02639259

Date Requested: 05/19/22 18:32

Request Type: Inmate Financial

Requested By: Kiosk

Request Details: I work P.I. for Carolina Textiles from 2-20-2018 until 2-2-2021 and I was not paid the prevailing wages that the state law said I am entitled to. I was paid well below what noninmate workers was for doing the same job. I would like to have backpay for the wages that was withheld

Disposition: Complete

Officer:

Disposition Date: 05/27/22 15:23

Request Responses

Date	Author	Note
05/27/22 15:24	cd59229	You were paid prevailing wages while you are working

EWCI100D
EWCI100M
OMEWCA

SCDC OFFENDER MANAGEMENT SYSTEM
EARNED WORK CREDIT ASSIGNMENT
HISTORY OF EWC ASSIGNMENTS

02/15/23

SCDC #> 258464

CEO, RONALD -

CURR LOC.....: MACDOUGALL

POP ASSIGN...: MI

CUSTODY LIMITATIONS...: Y

OFFENDER TYPE: ADULT-STRAIGHT SENTENCE

ASSIGNMENT...: 7034 O/S MAINTENENCE

OB	START DATE	END DATE	TERMINATION REASON	JOB LVL	EWC DYS	F/P	TOT EWC
GENERAL WORKER	02/05/21			2	5	F	0.000
FI-BALER	06/15/20	02/04/21	REDUCTION IN FO	2	5	F	83.928
MECHANIC HELPER	12/27/19	06/14/20	LATERAL TRANSFE	2	5	F	61.071
MECHANIC HELPER	02/26/18	12/26/19	MI ELIGIBLE FOR	3	5	F	159.285
GENERAL WORKER	03/23/17	02/25/18	INMATE REQUEST	3	5	F	80.952
HORT SPEC GROWER, INS	02/01/16	03/20/17	INSTIT TRANSFER	3	5	F	98.571
WARDKEEPER ASSISTANT	10/14/15	01/31/16	INMATE REQUEST	3	5	F	26.190
FOOD SERVICE AIDE	03/16/15	10/13/15	INMATE REQUEST	3	5	F	50.476
WARDKEEPER ASSISTANT	12/09/13	03/15/15	INMATE REQUEST	3	5	F	110.000
WARDKEEPER ASSISTANT	03/22/12	11/13/13	PLACED IN ST/SP	3	5	F	143.333
SENIOR CANTEN OPERAT	12/01/10	03/21/12	INMATE REQUEST	3	5	F	113.571
CANTEN OPERATOR	02/11/10	11/30/10	PROMOTION	3	5	F	69.761

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SELECT A RECORD AND PRESS <ENTER>...

PF3:ASSIGN EWC

PF4:MODIFY EWC

PF5:TERMINATE EWC

PF6:HDQS ADD EWC

EWCI100D
EWCI100M
OMEWCA
SCDC #> 258464

SCDC OFFENDER MANAGEMENT SYSTEM
EARNED WORK CREDIT ASSIGNMENT
HISTORY OF EWC ASSIGNMENTS

02/15/23

CEO, RONALD -
OFFENDER TYPE: ADULT-STRAIGHT SENTENCE
ASSIGNMENT...: 7034 O/S MAINTENENCE

CURR LOC.....: MACDOUGALL
POP ASSIGN...: MI
CUSTODY LIMITATIONS...: Y

JOB DESCRIPTION	START DATE	END DATE	TERMINATION REASON	JOB LVL	DYS	EWC F/P	TOT EWC
CARPENTER	07/29/08	02/09/10	INSTIT TRANSFER	3	5	F	133.571
MACHINE OPERATOR	01/17/08	07/28/08	INMATE REQUEST	3	5	F	46.190
CARPENTER	07/12/07	01/16/08	INMATE REQUEST	3	5	F	45.000
CARPENTER HELPER	07/11/06	07/11/07	COMPLETED EDUC	3	5	F	87.142
ELECTRICIAN	10/19/05	07/10/06	INMATE REQUEST	3	5	F	63.095
SENIOR CUSTODIAN	03/21/03	10/18/05	INMATE REQUEST	3	5	F	224.523
CUSTODIAL WORKER	06/06/02	03/19/03	INSTIT TRANSFER	3	5	F	68.333
CUSTODIAL WORKER	03/19/02	06/04/02	INSTIT TRANSFER	3	5	F	18.571
CUSTODIAL WORKER	08/14/01	03/11/02	INSTIT TRANSFER	3	5	F	50.000
COOK	04/03/01	08/13/01	INMATE REQUEST	3	5	F	31.666
FOOD SERVICE AIDE	06/29/99	03/24/01	PLACED IN ST/SP	3	5	F	151.190

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PF3:ASSIGN EWC

PF4:MODIFY EWC

PF5:TERMINATE EWC

PF6:HDQS ADD EWC

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

AGREEMENT

THIS AGREEMENT between the South Carolina Department of Corrections (hereinafter called "SCDC") and its authorized agent Bryan P. Stirling, Director, and Plastics Reclaim, Incorporated. (Hereafter referred to as "Contractor") by its duly authorized agent Richard L. Roche, President and is effective upon the signature of both parties.

WHEREAS, Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of South Carolina Code of Laws, Title 24, Chapter 3 and Section 24-1-295, as amended; and,

WHEREAS, the Contractor represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina;

WHEREAS, the Contractor provides a surety bond stating such; and,

WHEREAS, the Contractor intends to engage in the business of reclaiming cotton components and additional recycling projects provided at the MacDougall Correctional Institution and,

WHEREAS, this agreement is made in the best interest of the State of South Carolina and Plastics Reclaim, Incorporated:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

SCDC shall provide approximately 15,000 square feet of space in an industry facility located at MacDougall Correctional Institution and will refer necessary inmates for potential employment.

ARTICLE 2 Conditions of Occupancy of the Industry Facility:

2.0 General:

The Contractor shall not have the right to sublease, assign, transfer, or enter into any other agreement regarding the occupancy herein granted without the expressed written consent of SCDC.

2.1 The Duties of the Contractor:

1. Maintenance: The contractor shall keep the occupied area clean, neat and tidy, and shall report any damage to the building structure or material fixtures (electrical fixture, plumbing, or items expressly fitted to the Industries building.) or unsafe conditions to the appropriate institutional authority. Further, the Contractor shall be

responsible for the routine maintenance except normal wear and tear of the facility.

2. Indemnity and Insurance: The Contractor shall defend and hold harmless the State of South Carolina, SCDC or its employees or agents thereof, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Agreement. The Contractor shall maintain insurance coverage for its equipment, supplies and material located in the Industries building against casualty occurrences. The Contractor shall not be responsible for maintaining insurance on any items owned by SCDC. Further, the Contractor shall maintain liability insurance coverage on itself, its agents, servants and employees in an amount no less than \$300,000 per person per claim, \$600,000 aggregate. The Contractor shall deliver to SCDC a duly authenticated certificate evidencing such insurance upon executing this Agreement and upon each insurance renewal date.

3. Surety Bond: The Contractor shall provide a surety bond and/or an irrevocable letter for credit for the life of the contract in the amount equivalent to two (2) months of operational expenses, estimated at \$53,256.00 which includes two (2) months payroll, utilities, rent and the correctional officer salary.

4. Repayment of Outstanding Accounts Receivable: As of April 13, 2017, Plastic Reclaim, Incorporation has an outstanding debt to the SCDC in the amount of [REDACTED]. The current repayment plan of [REDACTED] as agreed to in the contract dated December 3, 2014, will increase to [REDACTED] per month starting with the first full month of operations at MacDougall Correctional Institution. This amount will be due on or before the fifth (5th) of each month. Remit payment to: Post Office Box 21787/4444 Broad River Road, Columbia, South Carolina 29221-1787 (Attention: Division of Industries) or such other address as SCDC may designate to Contractor toward the outstanding debt until the debt is satisfied in full. Any debt payment shall be over and above the monthly billing amount for services or any other amounts which the Contractor may owe to SCDC. Contractor's failure to make any payment when due shall be deemed to be an automatic default and breach of this Agreement, in which case, the entire outstanding Debt shall accelerate and become due in full.

The Contractor agrees that it shall remain current on all newly accrued balances.

Contractor agrees that the payment plan set forth above is a minimum monthly payment. The SCDC may, in its discretion, increase the monthly payment by providing notice to Contractor on or before June 1 of each year, provided that the payment amount cannot be lower than the current monthly balance plus the minimum initial monthly payment set forth above. Contractor's failure to make any payment when due shall be deemed to be an automatic default and breach of this agreement, in which case, the entire then outstanding Debt shall accelerate and become due in full. The SCDC shall, in addition to all other remedies available at law or in equity, be entitled to offset any amounts which SCDC may owe to Contractor.

Additionally in the event of default in payment by Contractor, the SCDC shall be entitled to deny Contractor access to, shut down, lock and/or permanently close the industry building (s) and/or any other SCDC facilities.

Contractor's obligation to pay the Debt according to the above terms shall survive termination or expiration of this agreement.

5. Telephone Service: The Contractor may, with prior approval of SCDC, which will not be unreasonably withheld, install telephones and/or computer lines in the Industries building, which must be secured at all times in accordance with SCDC guidelines. The cost of installation and maintenance of such telephones will be at the Contractor's sole expense.
6. Tools, Equipment and Supplies: The Contractor shall be responsible for providing all necessary tools, equipment, and/or supplies which may be necessary for the performance of the work herein contemplated. Such tools and equipment supplies by Contractor may be removed upon termination of the Agreement. It is the Contractor's responsibility to reimburse SCDC for preventative maintenance performed on SCDC tools and/or equipment that the Contractor is utilizing for their business
7. Building Modification: The Contractor, at its own expense, may make alterations or improvements to the Industry building after obtaining prior written approval from SCDC in compliance with the manual for planning and execution of state permanent improvements. Any such improvements or equipment permanently installed or affixed shall become the property of SCDC.
8. Waiver of Subrogation: SCDC shall not be liable for any damages to the contractor's equipment, supplies and material located in the Industries building caused by casualty occurrence, it being understood that the Contractor shall look to its insurer for reimbursement and shall obtain from its insurer waiver of subrogation rights against SCDC.
9. Loss of Property: All personal property, inventory, equipment, improvements and/or fixtures or other property of any kind or description whatsoever, installed or brought into the area by the Contractor or the Contractor's employees or agents, shall be at the Contractor's sole risk and neither the State of South Carolina, SCDC or any employee or agent thereof, shall be liable for any damage done to or loss of such real or personal property or loss suffered by the business or occupation of the Contractor arising from any acts or occurrences whatsoever except where damage or loss is due to the malicious destruction of equipment caused by inmates (as determined by the SCDC). If SCDC is held liable, the loss or damage shall be limited to replacement cost or to the repair cost of damaged or destroyed property whichever is less. Consequential or punitive damages shall not be recoverable.
10. Payment for Occupancy: The Contractor shall pay a fixed monthly amount of one dollar (\$1.00) for occupancy of the premises.
11. Condition of Property: Upon termination of this Agreement, the Contractor will

surrender the buildings, equipment and fixtures belonging to SCDC in the same condition it was received, normal wear and tear and casualty expected.

12. Hazardous Waste: No hazardous waste shall be generated in the Industries building by the Contractor.

13. Waste Removal: Waste generated by Contractor shall be removed at Contractor's expense.

2.2 The Duties of SCDC:

- 1. Premises to be Occupied: SCDC shall provide space in the industry building at MacDougall Correctional Institution. The occupancy of this area should be consistent with the terms of this agreement regarding work authorized and hours.
- 2. Utilities: SCDC shall provide water, electricity and trash removal services and pass through actual cost to Contractor or allow Contractor to install at its own cost, separate meters for calculating payment. The Contractor is allowed to contract for propane service to supplement heating requirements at the facility. The billing and associated fees are the responsibility of the Contractor.
- 3. Insurance: SCDC will maintain insurance coverage on the building and its property therein as required by the laws of the State of South Carolina.

ARTICLE 3 Conditions Related to Employment of Inmates:

3.0 General:

SCDC agrees to identify and screen inmates who want to voluntarily participate in this project, a project operated by SCDC's Division of Industries. The Contractor agrees to use a minimum of 30 inmates in its production activity and must work an average of 8 hours per day/shift for a minimum of 32 hours per week, excluding state holidays or days where a security risk is present and the plant cannot operate. If the Contractor fails to use a minimum of 30 inmates for 32 hours per week as prescribed above in its production activity for 30 consecutive days under this Agreement, SCDC may terminate this Agreement without penalty. Contractor is responsible for all costs associated with the initial setup. A onetime fee of \$1000 will be charged with the first billing to cover setup fees. Contractor shall abide by all SCDC policies and procedures. SCDC shall have the discretion to remove any agent or employee of Contractor from the institution in the event of a violation of any of SCDC's policies and procedures with regard to the institution.

3.1 Duties of Contractor:

The Contractor shall provide to SCDC a description of the tasks associated with the production activity including its requirements and procedures for performing such tasks. From the pool of eligible inmate participants, SCDC, with appropriate input from the Contractor, shall select the inmates who will participate in production operations.

1. **Training of Inmate Employees:** The Contractor shall provide initial training after assuming work within the Division of Industries facility at MacDougall Correctional Institution.
2. **Raw Materials:** The Contractor shall provide all raw materials, equipment and component parts to engage in the business of reclaiming cotton components and additional recycling projects. All raw materials, personal property, inventory, machinery, equipment and improvements and/or fixtures or other property of any kind or description whatsoever installed or brought into the correctional institution buildings by the Contractor or its employees or agents, shall be at the sole risk of Contractor and neither the State of South Carolina or SCDC or its employees and agents thereof, shall be liable for any damage or loss suffered except as provided in Sections 2.1.7 and 2.1.8 contained herein above. SCDC will provide management and production supervision for all phases of the work. SCDC will allow Contractor's trucks, common carrier and others transporting raw materials, equipment and finished products to and from MacDougall Correctional Institution, reasonable access during normal business hours, subject to the Department's security requirements.
3. **Security:** The Contractor understands and specifically agrees that that it and its employees must comply with all SCDC policies and procedures as well as all applicable federal, state and local laws, ordinances, regulations and accreditation standards. Deliveries, shipments and employees are subject to search before entering or leaving the premises of SCDC. SCDC will provide one civilian supervisor at MacDougall Correctional Institution however; the Contractor shall pay for any additional staff to ensure security and supervision on each shift. This position and any additional security supervision provided by SCDC will be passed through to the Contractor on a monthly basis.
4. **Compliance with Rules and Regulations:** The Contractor agrees that it and its employees must comply with all policies and procedures of SCDC and all applicable federal, state, and local laws, ordinances, regulations and accreditation standards.
5. **Payment for Inmate Services:** SCDC will invoice the Contractor on a twice-monthly basis for inmate labor. The Contractor will pay all sums due and owing within fifteen days of receipt of invoice. Payments shall be made to the SC Department of Corrections, Division of Industries. Contractor's failure to make any payment when due shall be deemed to be an automatic default and breach of this Agreement, in which case, the entire then outstanding Debt shall accelerate and become due in full. (SCDC shall, in addition to all other remedies available at law or in equity, be entitled to offset any amounts which SCDC may owe to Contractor.) SCDC shall after ninety (90) days, whereas the Contactor has not met their financial obligations, close all operations. SCDC will at that time exercise its interest in the surety bond specified in Article 1 Section 2.1.3.

3.2 **Duties of SCDC:**

1. **Scope of Work:** Division of Industries inmates under the direct and total supervision of SCDC will reclaim cotton components and complete other recycling projects according to engineering design and manufacturing specifications developed and provided by the Contractor. It will be the sole responsibility of the Contractor to provide a quality control manual for these operations and to ensure compliance with the terms provided therein.
2. **Inmate Laborers:** SCDC will provide a stable and available work force of inmates.
3. **Screening of Potential Inmate Laborers:** SCDC will pre-screen inmates for interview according to the job descriptions submitted.
4. **Holidays:** The inmates employed in the project may observe holidays as described in *Appendix A* attached hereto and incorporated herein.
5. **Inmate Workers Security:** SCDC shall be responsible for the security of the inmate labor force. SCDC at its cost will provide one civilian employee at MacDougall Correctional Institution. SCDC requires that Industries maintain security in each facility. Any additional security supervision provided by SCDC will be passed through to the Contractor on a twice-monthly basis. The Contractor will pay all sums due and owing within fifteen days from receipt of invoice to SCDC, Division of Industries.

3.3 **Mutual Duties of the Parties:**

1. **Bonus Pay:** SCDC and the Contractor may mutually agree upon an aggregate bonus plan for inmates based upon such criteria as the collective productivity of all inmates participating in the project and the conformity of the items collectively manufactured by the inmates participating in the project to the Contractor's quality control standards. Once any such bonus plan is agreed upon by the parties, SCDC shall invoice the Contractor the agreed upon bonus in accordance with the provision of this section.
2. **Charge to Contractor:** SCDC will charge Contractor \$0.10 per pound of completed product as weighed and verified.
3. **Compliance with Inmate Labor Laws:** The Contractor and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of inmate labor. Should either Federal or State Law change preventing interstate shipments of goods produced under this agreement, Contractor shall terminate without penalty under this contract.

ARTICLE 4 General Terms and Conditions:

4.1 General:

The Contractor, his/her employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. The Contractor will not hold himself/herself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

1. Period of Performance: The term of this Agreement shall be for one (1) year commencing on the date of the execution of this Agreement and renewed annually in one year increments so long as both parties agree for a total of five (5) years with written acknowledgement from both parties.
2. Hold Harmless: The Contractor, its successors, assigns, agents, parent corporations, subsidiaries, affiliates or purchasers agrees to protect, defend and hold harmless the State of South Carolina, SCDC or its employees or agents thereof, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Agreement, including injury to the Contractor's employees or agents, except where such liability claim is due to negligence of the State of South Carolina, SCDC or employees or agents thereof, arising out of the performance of this contract. The Contractor further agrees to protect, defend and hold harmless the State of South Carolina, SCDC or any employees or agents thereof, for any product liability claims relating to the products produced or services rendered under this contract. The Contractor expressly understands that SCDC or its employees or agents thereof, is not a guarantor of the work performed by the Inmate workers referred by SCDC. Inmates shall not be considered employees of the Contractor, their affiliates or parent companies.
3. Notices: All notices regarding the terms of this contract, including terminations, amendments and disputes shall be sent by certified mail to SCDC as follows:

Bryan P. Stirling, Acting Director
 South Carolina Department of Corrections
 4444 Broad River Road
 Post Office Box 21787
 Columbia, South Carolina 29221-1787

Richard L. Roche, President
 Plastics Reclaim Incorporated
 Post Office Box 8674
 Greenville, South Carolina 29604

- 4. **Non-Discrimination in Employment:** The Contractor shall not discriminate against any employee inmate worker or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory mental or physical handicap.
- 5. **Noncompliance with Nondiscrimination Requirements:** In the event the Contractor fails to comply with the discrimination laws, the contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts from SCDC. The Contractor shall, however, be given a reasonable time in which to cure the noncompliance.
- 6. **Records, Documents and Reports:** The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review or audit by SCDC personnel or other personnel duly authorized by SCDC, the office of the State Auditor and Federal Officials so authorized by law, rules, regulations or contract. Such audit shall be at the expense of the auditing agency. The Contractor shall retain all books, records, documents and other materials relevant to this agreement for five (5) years after termination of the agreement and the authorities described herein above shall have full access to and the right to examine any of said materials during the extended period.
- 7. **Termination:** It is understood and agreed that this Agreement shall terminate:
 - a. Upon the written, mutual, agreement of the parties with thirty (30) days written notice;
 - b. Upon the material breach or default of any provision of this Agreement by either party, provided fifteen (15) days written notice of the breach is given to the breaching party by the non-breaching party and the breaching party fails to cure within the fifteen (15) days;
 - c. If Contractor fails to employ a minimum of 30 inmates in its production activity with an average workday of 8 hours per day/shift for a minimum of 32 hours per week;
 - d. If South Carolina Code of Laws, Title 24, Chapter 3 and/or Section 24-1-125 of the Code of Laws of the State of South Carolina, 1976, as amended, is materially changed, altered, amended, or repealed so as to abrogate this legislation charges with establishing business relationships with private enterprise;
 - e. If federal, state, or local laws change to prevent the shipment of goods produced under this Agreement;
 - f. If Contractor becomes bankrupt and such is not cured within sixty (60) days, insolvent, or makes an assignment for the benefit of creditors, or becomes subject to the administration of its assets in any kind of voluntary or involuntary creditors proceedings;
 - g. If Contractor performs any intentional act which damages the reputation or property of SCDCD;

- h. If Contractor loses its corporate charter in its state of incorporation or loses the authority to transact business in the State of South Carolina pursuant to mandate by the Secretary of State of South Carolina, or if Contractor's corporation is dissolved voluntarily or involuntarily;
- i. Failure of Contractor to pay promptly any inmate wages due, hereunder for a period of fifteen (15) days after written notice from SCDC to Contractor of such default;
- j. At the end of any fiscal year (June 30) after the commencement date of this contract when sufficient appropriations, revenues, income, grants or other funding from whatever sources are not available to SCDC to carry on the purpose of program of SCDC, this sufficiency of funds to be solely determined by the State Budget and Control Board; and
- k. Immediately, in the event that the safety or security of the Institution, its personnel or inmates is jeopardized.
- l. If Contractor fails to provide materials to allow for a minimum output of 110,000 pounds per month.
- m. SCDC and/or the Contractor have the option to terminate with or without cause upon 30 days written notice to other party.

Upon termination of the contract, the Contractor shall have thirty (30) days to vacate the facilities of SCDC. SCDC assumes ownership of after 30 days. Contractor may be billed for any disposal of equipment and/or material and clean up fees. Should the SCDC terminate this contract because the Contractor has breached it, the Contractor must pay all amounts owed within 30 days of notification of termination.

- 8. Force Majeure: Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or otherwise for an interruption of service or employment deemed resulting from civil or military authority, from acts of God, riots, war, or any similar or dissimilar cause beyond reasonable control of either party.
- 9. Governing Law: This contract shall be governed by the laws of the State of South Carolina and venue shall be located in the County of Richland, State of South Carolina.
- 10. Severability: If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract, which can be given effect without the invalid provision, and to this end, the provisions of this agreement are to be declared to be severable.
- 11. All Writings Contained Herein: This agreement contains all the terms and conditions agreed upon by the parties, no other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed binding.

IN WITNESS WHEREOF the parties have executed this contract on the first written herein above.

Witness

Christa Wilson
Maria D Lopez

Bryan P. Stirling
Bryan P. Stirling
Director

5/3/2017
Date

Witness

Adrian B. Allenberg
Elizabeth P. Coleman

Richard L. Roche
Richard L. Roche
President

7/20/2011
Date

APPENDIX A
HOLIDAY SCHEDULE

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Confederate Memorial Day
- National Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas

Prison Industries #1
Carolina Textiles



Name	CEO, RONALD		
SCDC #	258464	Start Date	2/20/2018
Prod. Hours	0.00	Pay Date	2/2/2021
Indirect Hours	61.37	Hourly Rate	\$1.75
Production (lbs)	0	Prod. Rate (\$/lb)	\$0.02
Room and Board	\$26.85	DNA	\$0.00
Victim's Witness	\$21.48	Dependent's	\$0.00
Long Term Savings	\$10.74	Total Deductions	\$59.07
Total Pay	\$107.40	ESTIMATED PAY	\$48.33

Prison Industries #1
Carolina Textiles



Name	CEO, RONALD		
SCDC #	258464	Start Date	2/20/2018
Prod. Hours	0.00	Pay Date	1/19/2021
Indirect Hours	57.68	Hourly Rate	\$1.75
Production (lbs)	0	Prod. Rate (\$/lb)	\$0.02
Room and Board	\$25.24	DNA	\$0.00
Victim's Witness	\$20.19	Dependent's	\$0.00
Long Term Savings	\$10.09	Total Deductions	\$55.52
Total Pay	\$100.94	ESTIMATED PAY	\$45.42

Prison Industries #1
Carolina Textiles



Name	CEO, RONALD		
SCDC #	258464	Start Date	2/20/2018
Prod. Hours	0.00	Pay Date	1/7/2020
Indirect Hours	5.98	Hourly Rate	\$1.50
Production (lbs)	0	Prod. Rate (\$/lb)	\$0.02
Room and Board	\$2.24	DNA	\$0.00
Victim's Witness	\$1.79	Dependent's	\$0.00
Long Term Savings	\$0.90	Total Deductions	\$4.93
Total Pay	\$8.97	ESTIMATED PAY	\$4.04

Prison Industries #1
Carolina Textiles



Name	CEO, RONALD		
SCDC #	258464	Start Date	2/20/2018
Prod. Hours	0.00	Pay Date	12/22/2020
Indirect Hours	72.92	Hourly Rate	\$1.75
Production (lbs)	0	Prod. Rate (\$/lb)	\$0.02
Room and Board	\$31.90	DNA	\$0.00
Victim's Witness	\$25.52	Dependent's	\$0.00
Long Term Savings	\$12.76	Total Deductions	\$70.19
Total Pay	\$127.61	ESTIMATED PAY	\$57.42

STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

JUL 31 2023
SC Court of Appeals

Appeal from the Administrative Law Court
Shirley C. Robinson, Administrative Law Judge
Appellate Case No. 2023-000848

Ronald Ceo, # 258464,

Appellant,

v.

South Carolina Department of Corrections,

Respondent.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

July 24, 2023

Ronald Ceo
Ronald Ceo # 258464
MacDougal Corr. Inst.
1516 Old Gilliard Rd
Ridgeville, S.C. 29472