

**Central Region Workforce Development Board**

<b>Comprehensive Job Centers</b>	<b>Access Points for Service</b>
<b>Capital City</b> 3600 Country Club Dr. Suite 2004 Room 100 Jefferson City MO 65109 (573) 526-8115	<b>Fort Leonard Wood</b> <i>Veteran Access Point Only</i> 140 Replacement Avenue Bldg. 470, Suite 2201 Fort Leonard Wood, MO 65473 (573) 596-0294
<b>Columbia</b> 101 Park De Ville Dr., Ste E, Columbia, MO 65203 (573) 441-6361	<b>Fulton</b> Callaway Chamber of Commerce 510 Market Street Fulton, MO 65251 (573) 228-8442
<b>Lebanon</b> 2639 S. Jefferson Avenue, Suite 1 Lebanon, MO 65536 (417) 532-6146	<b>Osage Beach</b> State Fair Community College Stone Crest Mall, Upper Level 3797 Osage Beach Parkway Osage Beach, MO 65065 (573) 348-0888
<b>Rolla</b> 1107 Kingshighway Rolla, MO 65401 (573) 368-2354	<b>Potosi</b> Washington County Industrial Development Authority 501 E. High Street Potosi, MO 63664 (573) 210-1436

**Central Region One-Stop Partners**

<b>Agency Name</b>	<b>Program</b>	<b>Contact Name</b>	<b>Job Center Services</b>
Central Workforce Development Board 1107 Kingshighway Rolla, MO 65401	WIOA Title I Adult, Dislocated Worker, and Youth	Thomas R. Dudley Board Chair 573-438-2767 trdudley@potosicityhall.org	Career and training services, job search assistance, assessments, support services, tuition assistance. Services for in-school and out-of-school youth.
Job Point 400 Wilkes Columbia, MO 65201	WIOA Title I YouthBuild Boone County	Steven Smith, President & Chief Executive Officer 573-777-1505 steves@jobpoint.org	Job Point provides clients with skills training and employment services.
United Migrant Opportunity Services (UMOS) UMOS National Farmworker Jobs Program 432 W Fir Road Carthage, MO 64836	Title I Migrant and Seasonal Farmworker Programs	Jeri Cochran, Lead Case Manager – Missouri 417-204-2395 jeri.cochran@umos.org	Assists migrant and seasonal farmworkers with seasonal unemployment and underemployment. Offers career and training services. Assistance with books, lodging, fees, work-related equipment, tuition.
Department of Higher Education and Workforce Development PO Box 1087 Jefferson City, MO 65102	WIOA Title III Wagner-Peyser Act, Jobs for Veterans Act, Disabled Veterans Outreach Program, Local Veterans Employment Representatives, Trade Act Title II, Trade Adjustment Assistance, North American Free Trade Agreement	Jennifer Taylor, Regional Manager 573-364-7030 Jennifer.taylor@dhewd.mo.gov	<p>Wagner-Peyser – Career services including labor market information, assessments, employment plans and counseling, labor exchange services.</p> <p>Trade Adjustment Assistance – provides opportunity to obtain skills, credentials, and resources to become re-employed. Includes employment and case management services, training, job search, and weekly cash payments.</p> <p>Jobs for Veterans – Assisting veterans in transitioning into the civilian workforce. Includes job search assistance, labor market information, employment workshops, National Career Readiness Assessment, Show-Me Heroes program.</p>
Moberly Area Community College 601 Business Loop 70 West, Suite 216 Columbia, MO 65203	WIOA Title II Adult Education & Literacy	Shannon Hinson Director of Adult Education and Literacy 660-263-4100 shannonm@maccedu	Preparation for High School Equivalency test. Pre-test, orientation, instruction. Columbia Job Center only.

Central Region  
Attachment 2

East Central College 1964 Prairie Dell Road Union, MO 63084	WIOA Title II Adult Education & Literacy	Alice Whelan Adult Education Program Director 636-584-6532 Alice.Whalen@eastcentral.edu	Preparation for High School Equivalency test. Pre-test, orientation, instruction. Rolla Job Center only.
Ozarks Technical Community College 1001 East Chestnut Expressway Springfield, MO 65802	WIOA Title II Adult Education & Literacy	Ramona George Adult Education and Literacy College Director 417-447-8861 georger@otc.edu	Preparation for High School Equivalency test. Pre-test, orientation, instruction. Lebanon Job Center only.
Missouri Vocational Rehabilitation 3024 DuPont Circle Jefferson City, MO 65109	Rehabilitation Act, Title 1	Elizabeth Perkins Manager, Workforce Implementation 573-522-8082 Elizabeth.perkins@vr.dese.mo.gov	Employment and training services for people with a disability. Provides vocational guidance and counseling, assistance with transition services, supported employment services.
Missouri Department of Labor 421 East Dunklin Jefferson City, MO 65102	State Unemployment Compensation Law activities	Anna Hui, Director 573—751-4091 diroffice@labor.mo.gov	Re-employment Services and Eligibility Assessment (RESEA) program provides assistance to unemployed individuals with mandatory re-employment activities and training options.
Missouri Department of Social Services Broadway State Office Building Jefferson City, MO 65102	Temporary Assistance for Needy Families, Community Services Block Grant, Rehabilitation Services for the Blind	Pat Luebbering Chief Financial Officer 573-751-4815 Patrick.Luebbering@dss.mo.gov	Provides eligible participants with training, employment, skill building, job search skills, and other resources.
MERS Goodwill Lippman Center 2545 South Hanley Rd. St. Louis, MO 63144	Older Americans Act Title V  Senior Community Service Employment Program (SCSEP)	Laura MCintosh SCSEP Director 314-646-5815 lmcintosh@mersgoodwill.org	Work-based job training for low- income adults age 55 and older. Provides skills training and work experience. Rolla and Lebanon only.
SER Jobs for Progress National, Inc. 100 E. Royal Lane Suite 130 Irving, TX 75039	Older Americans Act Title V  Senior Community Service Employment Program (SCSEP)	Emma Trevino, National Director  Isaura Betancourt 2610 Buttonwood Drive, Suite 200 Columbia, MO 65201 573-886-8988 IBetancourt@ser-national.org	Work-based job training for low- income adults age 55 and older. Provides skills training and work experience. Rolla and Lebanon only
Rolla Technical Center/Institute 1304 E 10 <sup>th</sup> St. Rolla, MO 65401	Carl D. Perkins Vocational Education	Amy Herrman Director, RTI/C 573-458-0160 aherrman@rolla.k12.mo.us	Provides customers with career and technical training, eligible training provider

**Memorandum of Understanding**  
**Between**  
**Central Workforce Development Board**  
**And**  
**Workforce Development System Partners**

The Workforce Innovation and Opportunity Act of 2014 (WIOA) requires all WIOA partners to contribute to infrastructure funding of the One-Stop system in each Local Workforce Development Area (LWDA). Each local Workforce Development board is required to establish a Memorandum of Understanding (MOU) with each partner in the LWDA that includes a One-Stop operating budget and an infrastructure funding agreement (IFA) that details how infrastructure funding will be contributed.

The Central Workforce Development Board (CWDB) and the Workforce Innovation and Opportunity Act partners (identified below and referred to collectively as “partners”) enter into this Memorandum of Understanding (MOU).

All parties agree that the purpose of this MOU is to document the roles, responsibilities, and funding commitments the parties have negotiated and mutually agreed upon for the operation and funding of the Americas Job Center(s) in the Central Region of Missouri.

**Central Region WIOA Partners and the Corresponding Provider Agency Are Listed Below:** Per WIOA Section 121(B)(1)(B)

**WIOA Title I Adult, Dislocated Worker, and Youth programs (*Section 131, 126*) WIOA Title III Wagner-Peyser Act (*29 USC 49*), Jobs for Veterans Act (*38 USC 41*) Disabled Veterans’ Outreach Program (DVOP) and Local Veterans’ Employment Representatives (LVER)**

**Trade Act Title II, Chapter 2, Trade Adjustment Assistance (TAA) (*19 USC 2317*) and North American Free Trade Agreement (NAFTA) (*19 USC 2271*)**

Partner Agency: Workforce Development, Missouri Department of Higher Education & Workforce Development

**Unemployment Insurance (UI) (*5 USC 85*)**

Partner Agency: Missouri Department of Labor and Industrial Relations



**WIOA Title II Adult Education and Literacy (*Section 206*)**

Partner Agencies: East Central College - Rolla  
Moberly Area Community College - Columbia  
Ozarks Technical Community College - Lebanon

**Rehabilitation Act, Title I (29 USC 720 et seq)**

**Vocational Rehabilitation**

Partner Agency: Vocational Rehabilitation

**Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)  
Postsecondary Vocational Education**

Partner Agencies: Rolla Technical Center/Institute

**Older Americans Act Title V (42 USC 3056)**

**Senior Community Service Employment Program (SCSEP)**

Partner Agencies: Goodwill International  
SER

**Social Security Act Title IV-A (42 USC 601. Subject to Subparagraph (C) )**

**Temporary Assistance to Needy Families (TANF), Community Services Block Grant**

**Employment & Training Programs (42 USC 9901 et seq)**

**Rehabilitation Services for the Blind**

Partner Agency: Missouri Department of Social Services

**WIOA Title I Migrant and Seasonal Farm Worker Programs (*Section 167*)**

Partner Agency: UMOs

**WIOA Title I Youthbuild (*Section 171*)**

Partner Agency: JobPoint (Boone County only)

**Job Corp**

Not Offered in the Central Region

**WIOA Indian and Native American Program**

Not Offered in the Central Region

**Employment and Training Activities Carried Out by the Department of Housing and Urban Development**

Not Offered in the Central Region

**Second Chance Act of 2007**

Not Offered in the Central Region

**WIOA Title II Adult Education and Literacy (*Section 206*)**

Partner Agencies: East Central College - Rolla  
Moberly Area Community College - Columbia  
Ozarks Technical Community College - Lebanon

**Rehabilitation Act, Title I (29 USC 720 et seq)**

**Vocational Rehabilitation**

Partner Agency: Vocational Rehabilitation

**Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)  
Postsecondary Vocational Education**

Partner Agencies: Rolla Technical Center/Institute

**Older Americans Act Title V (42 USC 3056)**

**Senior Community Service Employment Program (SCSEP)**

Partner Agencies: Goodwill International  
SER

**Social Security Act Title IV-A (42 USC 601. Subject to Subparagraph (C) )**

**Temporary Assistance to Needy Families (TANF)**

**Community Services Block Grant Employment & Training Programs (42 USC 9901 et seq)**

**Rehabilitation Services for the Blind**

Partner Agency: Missouri Department of Social Services

**WIOA Title I Migrant and Seasonal Farm Worker Programs (*Section 167*)**

Partner Agency: UMOS

**WIOA Title I Youthbuild (*Section 171*)**

Partner Agency: JobPoint (Boone County only)

Central Region One-Stop Partners

Agency Name	Program	Contact Name	Job Center Services	Referral Method
Job Point 400 Wilkes Columbia, MO 65201	WIOA Title I YouthBuild Boone County	Steven Smith, President & Chief Executive Officer Job Point 400 Wilkes Columbia, MO 65201 573-777-1505 steves@jobpoint.org	Manages the YouthBuild grant, links people and jobs by providing career assessments, skills training, and job placement assistance and support. Affordable Housing, Reentry Services, Ticket to Work program.	Refers any student applying for, or enrolled into the YouthBuild program that are eligible and appropriate for enrollment in WIOA programs. Assists in completion/collection of any required eligibility or enrollment documentation specific to WIOA participants. Central Region will provide referrals for qualified individuals to Job Point's YouthBuild and other training programs. Assist with tuition, provide support services, assist with job placement of youth, promote and sponsor registered apprenticeships, enrollment in Summer Jobs programs as appropriate, share case record documentation.  A written referral is printed and given to the customer with the contact information form, in most cases, the staff member calls ahead to confirm that resources/funding is available. Incoming referrals are normally made by email, staff initiate contact with the customer, Referrals are documented in MoJobs in case notes, in the objective assessment, and the training plan.
UMOS 2701 S. Chase Avenue, Suite B Milwaukee, WI 53207	Title I Migrant and Seasonal Farmworker Programs	Jose Martinez VP of Farmworker and Community Based Services 2701 S. Chase Ave. Milwaukee, WI 53207 414-389-6006 jose.martinez@umos.org	Provides programs and services which improve the employment, educational, health and housing opportunities for under-served populations. Offers career and training services. Assistance with books, lodging, fees, work-related equipment, tuition. May provide screening, recruitment and training, paid internships from employers. CWDB has collaborated in service to participants by providing support services and tuition assistance.	A written referral is printed and given to the customer with the contact information form, in most cases, the staff member calls ahead to confirm that resources/funding is available. Incoming referrals are normally made by email, staff initiate contact with the customer. Referrals are documented in MoJobs in case notes, in the objective assessment, and the training plan.

Department of Higher Education and Workforce Development PO Box 1087 Jefferson City, MO 65102	WIOA Title III Wagner-Peyser Act, Jobs for Veterans Act, Disabled Veterans Outreach Program, Local Veterans Employment Representatives, Trade Act Title II, Trade Adjustment Assistance, North American Free Trade Agreement  WIOA Title I Adult, Dislocated Worker and Youth	Dr. Mardy L. Leathers Director, Workforce Development Missouri Department of Higher Education & Workforce Development PO Box 1087 Jefferson City, MO 65102 573-751-3349 mardy.leathers@dhewd.mo.gov	Wagner-Peyser – Career services including labor market information, assessments, employment plans and counseling, labor exchange services.  Trade Adjustment Assistance –provides opportunity to obtain skills, credentials, and resources to become re-employed. Includes employment and case management services, training, job search, and weekly cash payments.  Jobs for Veterans – Assisting veterans in transitioning into the civilian workforce. Includes job search assistance, labor market information, employment workshops, National Career Readiness Assessment, Show-Me Heroes program.	Since Office of Workforce Development staff and WIOA staff are normally co-located, referrals are made in-person to the appropriate staff. Referrals are documented in MoJobs in case notes, in the objective assessment, and the training plan.
Ozarks Technical Community College Springfield Campus Suite GRF 113	WIOA Title II Adult Education & Literacy	Ramona George Adult Education and Literacy College Director 417-447-8861 georger@otc.edu	Preparation for High School Equivalency test. Pre-test, orientation, instruction. Provides assistance to individuals in overcoming barriers to employment, including lack of a high school diploma, low education skills, and lack of English language skills. Lebanon Job Center only.  AEL staff will include information about Job Center services in new student orientation, will provide agency referral for students to the Job Center for job-seeking assistance, employment workshops, and supportive services. Job Center staff will be available to enroll AEL students in jobs.mo.gov in person at AEL class sites or as otherwise arranged. Job Center staff will refer individuals who need to learn English as a second language, are in need of remediation or who do not have a high school equivalency.	The AEL program is co-located in the Lebanon Job Center, so referrals are normally made in-person. Telephone, email, and fax may also be used.  Referrals are documented in MoJobs case notes, the objective assessment, and in the training plan.

East Central College 1964 Prairie Dell Road Union, MO 63084	WIOA Title II Adult Education & Literacy	Alice Whelan Adult Education Program Director East Central College 636-584-6532 Alice.Whalen@eastcentral.edu	Preparation for High School Equivalency test. Pre-test, orientation, instruction. Provides assistance to individuals in overcoming barriers to employment, including lack of a high school diploma, low education skills, and lack of English language skills. Rolla Job Center only.  AEL staff will include information about Job Center services in new student orientation, will provide agency referral for students to the Job Center for job-seeking assistance, employment workshops, and supportive services. Job Center staff will be available to enroll AEL students in jobs.mo.gov in person at AEL class sites or as otherwise arranged. Job Center staff will refer individuals who need to learn English as a second language, are in need of remediation or who do not have a high school equivalency.	The AEL program is co-located in the Rolla Job Center, so referrals are normally made in-person.  Telephone, email, and fax may also be used.  Referrals are documented in MoJobs case notes, the objective assessment, and in the training plan
Moberly Area Community College 101 College Avenue Moberly, MO 65270 660-263-4100	WIOA Title II Adult Education & Literacy	Shannon Hinson Director of Adult Education and Literacy Moberly Area Community College 101 College Avenue Moberly, MO 65270 660-263-4100 Shannonm@macc.edu	Preparation for High School Equivalency test. Pre-test, orientation, instruction. Provides assistance to individuals in overcoming barriers to employment, including lack of a high school diploma, low education skills, and lack of English language skills. Columbia Job Center only.  AEL staff will include information about Job Center services in new student orientation, will provide agency referral for students to the Job Center for job-seeking assistance, employment workshops, and supportive services. Job Center staff will be available to enroll AEL students in jobs.mo.gov in person at AEL class sites or as otherwise arranged. Job Center staff will	The AEL program is co-located in the Columbia Job Center, so referrals are normally made in-person.  Telephone email and fax may also be used.  Referrals are documented in MoJobs case notes, the objective assessment, and in the training plan

			refer individuals who need to learn English as a second language, are in need of remediation or who do not have a high school equivalency.	
Missouri Vocational Rehabilitation 3024 DuPont Circle Jefferson City, MO 65109	Rehabilitation Act, Title 1	Robin Coffman Chief of Staff Missouri Vocational Rehabilitation 3024 DuPont Circle Jefferson City, MO 65109 573-751-4446 robin.coffman@dese.mo.gov	Adult Education & Literacy Disability Determination Services Dropout Reporting High School Equivalency Independent Living Troops to Teachers Veterans Education Vocational Rehabilitation Business Services Counselor Services Disability Resources Publications Rehabilitation Technology Supported Employment Ticket to Work Transition Services Vocational Rehabilitation and Rehabilitation Services for the Blind will be engaged to provide assessments for the job centers to ensure universal accessibility. Joint outreach projects will be conducted to employer and job seekers. Vocational Rehabilitation will designate a representative to serve on the region's youth council and business services team.	A written referral will be printed and given to the customer with contact information included. Staff will normally call ahead to confirm that resources are available. Referrals are documented in MoJobs case notes, the objective assessment, and in the training plan
Department of Labor and Industrial Relations 3315 West Truman Boulevard Jefferson City, MO 65102	State Unemployment Compensation Law activities	Anna Hui, Director Department of Labor and Industrial Relations 3315 West Truman Boulevard Jefferson City, MO 65102 573-751-3262 diroffice@labor.mo.gov	Administers Missouri's Unemployment Insurance program, the Shared Work program, the Reemployment Services Eligibility Assessment program, Disaster Unemployment Assistance, Trade Readjustment Allowances, including Reemployment Trade Adjustment Assistance.  DOLIR makes a contribution to the Office	A priority phone line is maintained in each job center for claimants to speak directly with DES staff.  An electronic feedback system is in place for job center staff to refer UI eligibility issues to DES for investigation.

			<p>of Workforce Development for Labor Exchange services.</p> <p>Job center staff provide meaningful assistance to UI claimants onsite, or by phone or other technology. Job Center staff must be familiar with the DES online claims filing system and the rights and responsibilities of UI claimants.</p>	
<p>Missouri Department of Social Services Broadway State Office Building Jefferson City, MO 65102</p>	<p>Temporary Assistance for Needy Families, Community Services Block Grant, Rehabilitation Services for the Blind</p>	<p>Pat Luebbering Chief Financial Officer 573-751-4815 Patrick.Luebbering@dss.mo.gov</p>	<p>Provides eligible participants with many services including, but not limited to, health care, food assistance, child support, blind services. Also, Ticket to Work, Healthcare Industry Training Program, and Missouri Work Assistance program.</p> <p>CWDB is contracted for Summer Jobs, SkillUP, and Healthcare Industry Training programs.</p>	<p>A written referral will be printed and given to the customer with contact information included. Staff will normally call ahead to confirm that resources are available. Referrals are documented in MoJobs case notes, the objective assessment, and in the training plan.</p>
<p>MERS Goodwill Lippman Center 2545 South Hanley Rd. St. Louis, MO 63144</p>	<p>Older Americans Act Title V  Senior Community Service Employment Program (SCSEP)</p>	<p>Laura MCintosh SCSEP Director 314-646-5815 lmcintosh@mersgoodwill.org</p>	<p>Work-based job training for low-income adults age 55 and older. Provides skills training and work experience. Rolla and Lebanon only.</p> <p>Referrals are normally related to assistance with gaining employment and related support services.</p>	<p>A written referral will be printed and given to the customer with contact information included. Staff will normally call ahead to confirm that resources are available. Referrals are documented in MoJobs case notes, the objective assessment, and in the training plan.</p>
<p>SER 100 E. Royal Lane #130 Irving, TX 75039 469-549-3649</p>	<p>Older Americans Act Title V  Senior Community Service Employment Program (SCSEP)</p>	<p>Emma Trevino National Director of SCSEP SER 100 E. Royal Lane #130 Irving, TX 75039 469-549-3649 etrevino@ser-national.org</p>	<p>Work-based job training for low-income adults age 55 and older. Provides skills training and work experience. Rolla and Lebanon only.</p> <p>Referrals are normally related to assistance with gaining employment and related support services.</p>	<p>A written referral will be printed and given to the customer with contact information included. Staff will normally call ahead to confirm that resources are available. Referrals are documented in MoJobs case notes, the objective assessment, and in the training plan.</p>



Central Workforce Development Board 1107 Kingshighway Rolla,MO 65401	Workforce Board	Thomas R. Dudley Board Chair 573-438-2767 trdudley123@gmail.com	Serve as connection between the Office of Workforce Development and job centers that deliver services to workers and employers. The CWDB's' role is to develop regional strategic plans and set funding priorities for their area.	Communication between partners is normally through email or telephone.
--	-----------------	--	---	---

## Definitions

- A. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in the local area.
- B. **Career Services:** Services that must be provided through the local workforce development system to adults or dislocated workers as authorized under each partner's program. Services are listed in Article IV of this MOU.
- C. **Chief Elected Officials:** When used in reference to a local area, is the chief elected executive officers of the units of general local government in a local area.
- D. **Common Costs:** Per WIOA Section 121(i), is the costs shared by partner programs which may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner's program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
- E. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
- F. **Cost Allocation:** Measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of local workforce development system operating costs.
- G. **Fiscal Agent:** An entity appointed by local area chief elected officials and partners to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the local area.
- H. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
  - 1. Displaced homemakers.
  - 2. Low-income individuals.
  - 3. Indians, Alaska Natives, Native Hawaiians.
  - 4. Individuals with disabilities (including youth).
  - 5. Older individuals.
  - 6. Ex-offenders.
  - 7. Homeless individuals.
  - 8. Youth that are in, or have aged out of, the foster care system.
  - 9. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
  - 10. Eligible migrant and seasonal farmworkers.
  - 11. Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.

12. Single parents—including single pregnant women.
13. Long-term unemployed individuals.
- I. **Infrastructure Costs:** Per WIOA Section 121(h)(4), it is the costs necessary for the general operation of “One-Stop” centers to be shared by a local area and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.
- J. **Local Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- K. **Local WIOA Plan:** The local area workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the local area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Plan to achieve performance goals.
- L. **Local Workforce Development Board:** The board appointed by a local area’s chief elected officials to be certified by the Governor or designee per WIOA Section 107. The board is responsible for administration and oversight of the local area workforce development system in agreement with the chief elected officials and in collaboration with required and additional partners.
- M. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services, access to training services, employment and training activities, and partner programs and activities as well as related support and specialized services are made available to workers and employers in a local area.
- N. **Job Center:** Referred to in WIOA as “One-Stop” centers, it is the term used collectively under the Missouri workforce system brand, for the comprehensive, affiliate, and specialized centers that operate in a local area and make WIOA programs, services, and activities available to job seekers and employers.
- O. **One-Stop Operator:** One or more entities selected in accordance with WIOA Section 121(d) to operate an America’s Job Center and to perform service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- P. **Proportionate Share:** The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner’s program receives from participation in the local workforce development system.
- Q. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) required to make the services and activities under the partner’s program available through the local workforce development system.

- R. **Resource Sharing:** The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.
- S. **Shared Services:** For purposes of this MOU, it is a shared function or activity that benefits more than one partner program and partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- T. **State Infrastructure Funding Mechanism:** The formula that will be implemented by the state to calculate required partners' proportionate shares of infrastructure costs when consensus agreement cannot be reached among a local workforce development board and required partners in a local area.
- U. **State WIOA Plan:** The workforce plan developed with WIOA, and approved by the DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- V. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- W. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, enacted to amend the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

### **Article I: Local Workforce Development System Description**

- A. **Overview & General Description:** The Central Workforce Development Board includes the following counties: Audrain, Boone, Callaway, Camden, Cole, Cooper, Crawford, Dent, Gasconade, Howard, Laclede, Maries, Miller, Moniteau, Morgan, Osage, Phelps, Pulaski, and Washington.

Comprehensive and Affiliate Job Centers in the region are listed below.

<b>Comprehensive Jobs Center</b>	<b>Address</b>	<b>Counties Served</b>
Missouri Job Center - Columbia	101 Park De Ville Dr., Ste E, Columbia, MO 65203	Audrain, Boone, Callaway, Cole, Cooper, Howard, Moniteau
Missouri Job Center – Jefferson City	Closed due to tornado damage. A new location is being sought.	N/A
Missouri Job Center - Lebanon	2639 South Jefferson Avenue, Suite 1 Lebanon, MO 65536	Camden, Laclede, Miller, Morgan,
Missouri Job Center - Rolla	607 South Bishop, Rolla, MO 65401	Crawford, Dent, Gasconade, Maries, Phelps, Washington
<b>Affiliate Centers</b>		
Camdenton	409 West Highway 54,	Camden, Miller, Morgan,

	Camdenton, MO 65020	
Fort Leonard Wood	140 Replacement Ave. Bldg. 470, Suite 2201 Fort Leonard Wood, MO	Pulaski
Fulton	512 Market Street Fulton, MO 65251	Callaway

## B. Administrative Structure

1. The Missouri Department of Higher Education & Workforce Development, Office of Workforce Development has responsibility for the administration and oversight of Missouri's workforce development system at the state and local levels.
2. Chief Elected Official (CEO): The Chief Elected Official has been delegated authority to act on behalf of the other presiding commissioners for WIOA/One-Stop matters. The CEOs are responsible for the selection of the CWDB members, the development of Caucus by-laws and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
3. Local Workforce Development Board: Central Workforce Development Board, 1107 Kingshighway, Rolla, MO 65401. The CWDB is responsible for oversight and operation of the local workforce development system, which includes (with the agreement of the CEOs), the development of the local plan and the selection of One-Stop operators.
4. Fiscal Agent: Central Workforce Development Board - For purposes of this MOU, the Fiscal Agent is the party responsible for tracking shared local workforce development system costs, collection of partners' financial data and documentation needed for reconciliation, completion of reconciliations, adjusting budgets to actual costs, invoicing and collecting payments from partners, and distributing adjusted budgets to partners in accordance with this MOU.
5. Comprehensive Job Center Operator (One-Stop Operator): Central Ozarks Private Industry Council.
6. Affiliate Jobs Center Operator: Central Ozarks Private Industry Council, Inc.

## Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2020, until June 30, 2024.
- B. The MOU will be reviewed by the partners after the first year of the agreement and annually for each following year. The document will be updated as needed at that time.

## Article III: Partner Responsibilities

- A. WIOA identifies the following minimum responsibilities for required partners in each local area workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.

1. Provide access to partner programs and activities through the local workforce development system.
  2. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
  3. Continue as a party to this MOU and enter into renewal MOUs as long as participating as a partner in the local workforce development system.
  4. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of this Article, the partners will:
1. Collaborate with the CWDB to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  2. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
  3. Follow procedures identified in the State, Local, and Regional Plans for compliance with WIOA Section 188 provisions regarding nondiscrimination.
  4. Notify the CWDB of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The CWDB will communicate the changes to the CEOs, One-Stop Operator, and other partners and will initiate the process to amend this MOU if necessary.
  5. Ensure compliance with Office of Workforce Development policies and procedures. Should a conflict exist between the Office of Workforce Development personnel policies and a partner's personnel policies; the partner's policies will prevail.
  6. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.
  7. Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.

#### **Article IV: Coordination of Programs, Services, & Activities**

All parties agree to work in cooperation to prevent duplication and to streamline and coordinate services delivered through the local workforce development system as described in this Article.

- A. **Coordination of Services** – WIOA places a strong emphasis on planning across multiple partner programs to ensure alignment in service delivery. The partners agree to develop effective partnerships across programs and providers to provide individuals with employment, education, and training services they need. The partners will work together to ensure a customer-centered approach to service delivery.
- B. **Shared Service Delivery**– The parties agree that services will be shared among the partners as described below. The parties further agree that any staff assigned to provide a service will possess the skills and qualifications needed to sufficiently perform the functions involved in the delivery of the service.
- C. **Accessibility** – The partners will implement the strategies described below to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities:

#### **Article V: Methods of Referral**

1. Whenever possible, a referral will be made by phone in the presence of the customer. All customers referred for services (via the One-Stop Partners) will receive a written referral form with the name, address, and phone number of the Partner organization receiving the customer referral. A copy of the referral form will be given to the customer and to the referring organization (via fax or email). In the event that the referral was not made by phone, the following steps will be taken.
2. The organization receiving the referral will make a good faith effort to contact the customer  
within 3 business days of date on the referral form.
3. The receiving organization will schedule an appointment with the customer within  
10 business days of date on the referral form and confirm such with the referring organization.

***Referrals do not imply automatic eligibility; the result of the referral is dependent on eligibility determination by each partner based on their unique program guidelines and fund availability.***

#### **Article VI: Cost Sharing**

Each partner agrees to pay its allocable share of infrastructure and other shared costs in proportion to use and the benefit received as negotiated and described herein. Total costs are detailed and calculated in the Budget, which is included with this MOU and hereby incorporated.

- A. **Identification of Shared Costs** – The parties agree that the costs detailed in the budget are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the benefit received or use by each partner program.



1. **Infrastructure** – Shared non-personnel costs necessary for the general operation of the Central Region Jobs Centers.
  2. **Additional Costs** – Shared costs beneficial to more than one partner program that relate to the operation of the local workforce development system, including costs for the provision of career services that are not funded with staffing resources per Article IV, and other common costs that are not considered “infrastructure” costs as defined in WIOA Section 121(h).
- B. **Notice of Impasse** - If an agreement has not been concluded successfully by March 2, 2020, the CWDB must officially notify the Director of the Office of Workforce Development in writing. Upon receipt and acknowledgement of such notice, the State will attempt to assist with up to 60 days of mediation or arbitration to produce a successful agreement, or until May 1, 2020.

**State Infrastructure Cost-allocation Mechanism** – If by June 1, 2020, the local infrastructure cost-allocation mechanism has not been completed, signed, and submitted to the State, the State will be statutorily compelled to impose a State infrastructure cost allocation mechanism as prescribed by WIOA sec. 121(h) and 20 CFR Part 678. The Office of Workforce Development will notify the CEO, the CWDB and the required Partners of the specific allocations in this mechanism prior to the start of PY 2020, if feasible.

Imposition of the State funding mechanism makes fewer funds available than a local agreement. The U.S. Department of Labor noted in its preamble to the WIOA Final Rules, “...while under the local funding mechanism Partner programs may contribute through any funds allowed by their authorizing statutes, under the State funding mechanism, infrastructure funds must come from administrative funds for the majority of Partner programs.”

- E. **Budget** – The Budget spreadsheet included as an attachment to this MOU details all shared services, shared costs, cost pools, and cost allocation methods. Cost allocation and reconciliation will be calculated and documented in the Budget.

## **Article VII: Termination/Separation**

- A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:
1. All parties mutually agree to terminate this MOU.
  2. WIOA and the corresponding regulations are repealed.
  3. Local area designations are changed.
- B. **Partner Separation** – Any partner may terminate their participation as a party to this MOU upon 60 days written notice to the CWDB. In such an event:
1. The CWDB will provide written notice to all remaining partners and to OWD Grants Administration.
  2. The CWDB will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners’ shared cost amounts.



3. The CWDB will amend this MOU per Article VIII and will prepare a revised budget document

**C. Effect of Termination**

1. Required Partners – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:
  - a. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive Central Region Jobs Center.
  - b. Will be subject to, and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.
  - c. Will be required to pay its proportionate share of infrastructure costs as determined under the state infrastructure funding mechanism.
  - d. Must be reported to OWD Grants Administration and to the state agency that administers the partner program, as applicable. For required partners that get program funds directly from the DOL, the DOL will be notified.
  - e. May be subject to sanctions by the state and/or federal agency that administers the partner program.
  - f. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the CWDB on budget adjustments or other means to defray a cost increase to the remaining partners.
  - g. Will send written notice to OWD Grants Administration and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the CWDB. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to OWD Grants Administration.
2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system.

**Article VIII: Amendment**

- A. This MOU and Budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:
1. The addition or removal of a partner from this MOU.
  2. A change of the Job Center operator, the administrative structure, or the physical location of a Missouri Jobs center.

3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
  4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.
- B. All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the CWDB, the CEOs, and the affected partner(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the CWDB that includes:
    - a. The requesting party's name.
    - b. The reason(s) for the amendment request.
    - c. Each Article and Section of this MOU that will require revision.
    - d. The desired date for the amendment to be effective.
    - e. The signature of the requesting party's authorized representative.
  2. If the request is approved, the CWDB will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the CWDB. No response by a partner will be considered approval of the requested changes.
  3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the CWDB in writing within the specified timeframe.
  4. The CWDB will provide a written response to the partner within 15 days of receipt of the partner's questions. The CWDB will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft.
  5. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the CWDB for the final signature unless it is an amendment that requires the signatures of all parties, in which case, CWDB must secure all local signatures and submit to ODJFS for final signature.
  6. The CWDB will distribute copies of the fully executed amendment to all parties and to the Office of Workforce Development.
- C. This MOU is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.

- D. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.
- E. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the CWDB, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

### **Article IX: Confidentiality**

All parties acknowledge that program participant information and certain other types of information are considered confidential under federal and state law. All parties further acknowledge that service delivery and other activities conducted by the parties' staff members under this MOU will generate and involve the use of confidential information for more than one partner program. Therefore, all parties agree to implement the strategies described below to minimize the risks of unauthorized disclosure:

- A. All parties will ensure that their respective staff members who will deliver services and carry out activities through the local workforce development system and in the Central Region Job Centers are properly informed and have completed training on the use, protection, disclosure, and disposal of confidential data as well as the criminal penalties for unauthorized use or disclosure under federal and state confidentiality laws.
- B. Further, all parties will develop procedures to implement the following safeguards, which are common requirements across federal and state confidentiality laws, and will ensure that their respective staff members are effectively trained on such procedures and follow them.
  - 1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
  - 2. Authorizing access to such staff members in a written statement to be signed by the staff member that identifies and describes the confidential data, the authorized representative of the partner program that owns the data, the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data, and the requirements, restrictions, and penalties under the applicable federal and state confidentiality laws.
  - 3. Storing confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.
  - 4. Segregating each partner program's confidential data from other data.
  - 5. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
  - 6. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.

7. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de-identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.
- C. The CWDB will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.
  - D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program,
  - E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:
    1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
    2. The Privacy Act (5 USC 552a).
    3. The Family Educational and Privacy Rights Act (20 USC 1232g), also referenced in WIOA Section 136(f)(3).
    4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.
    5. 7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.
    6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
    7. Department of Labor, Training and Employment Guidance Letter (TEGL) 39-11 regarding handling and protection of personally identifiable information.

#### **Article X: Dispute Resolution**

- A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU.
- B. Every effort will be made to resolve the dispute at the local level. The CWDB will report the dispute to the Office of Workforce Development, which will intervene with the parties to resolve the dispute. The CWDB and/or partners may ask other state agencies responsible for oversight of partner programs to participate in the dispute resolution process.
- C. If the parties cannot reach a consensus agreement on infrastructure costs by June 1, 2020, the Office of Workforce Development is required to initiate the state infrastructure funding mechanism to ensure that infrastructure costs are paid.

The U.S. Department of Labor noted in its preamble to the WIOA Final Rules, "... while under the local funding mechanism Partner programs may contribute through any funds allowed by their authorizing statutes, under the State funding mechanism,

infrastructure funds must come from administrative funds for the majority of Partner programs.”

#### **Article XI: Safety and Security**

- A. All parties acknowledge that the staff members who will deliver services or conduct activities in Central Region Jobs Centers must be provided with a safe and healthy working environment that is compliant with the Occupational Safety and Health Administration (OSHA) standards.
- B. All parties will ensure that the staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.
- C. Each party with staff assigned to work in the Central Region Jobs Centers will identify a contact person at each party's administrative office who will be notified of any safety concerns or personnel issues.

#### **Article XII: Limitation of Liability**

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

#### **Article XIII: General Provisions**

All parties agree to follow all federal, state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally-funded partner programs, and to parties that provide programs and services on behalf of the State of Missouri.

- A. **Jobs for Veterans Act** – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. **Americans with Disabilities** – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Pro-Children Act** – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use,

or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

**E. Fair Labor Standards and Employment Practices**

1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.
3. Each party agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.

**F. Civil Rights Assurance.** All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

**H. Nondiscrimination and Equal Opportunity.** Each party agrees to comply fully with the nondiscrimination and equal opportunity provisions of WIOA Section 188, Nondiscrimination, and 29 CFR Part 38, Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act.

**I. Conflict of Interest** – All parties agree to comply with the following, as applicable:

- a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the CWDB at 1107 Kingshighway, Rolla, MO 65401. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until CWDB, in collaboration with other state partners determines that participation would not be contrary to public interest.
- b. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

## Infrastructure Funding Agreement

The annual cost share amount for Missouri Vocational Rehabilitation for the period of July 1, 2020 through June 30, 2021 is:

The annual cost share amount for Missouri Vocational Rehabilitation is:

Columbia Job Center – \$ 467.02

Lebanon Job Center – \$ 1,824.54

Rolla Job Center -     \$ 365.98

Total                         \$2,657.54

This amount may be paid as a one-time payment or quarterly. CWDB will invoice Vocational Rehabilitation based on their payment preference.

The Infrastructure Funding and cost share amount will be reviewed and negotiated annually.

## Memorandum of Understanding

### Signature Page

***By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.***

**Rehabilitation Act, Title I (29 USC 720 et seq)**

### **Vocational Rehabilitation**

Margie Vandeven, Ph.D.

Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Signatures

For Missouri Department of Elementary & Seco  
Name Robin Coffman  
Title Chief of Staff



**Signed on 2020-04-13 15:52:57 GMT**

Secured by Concord™  
DocumentID: OGNkNDRIYzItMW  
SigningID: YWYwM2MwYWQtOD  
Signing date: 4/13/2020  
IP Address: 168.166.80.242  
Email: robin.coffman@dese.mo.gov



## **Infrastructure Funding Agreement**

East Central College utilizes space at the Rolla Job Center to conduct AEL classes.

The annual cost share amount for East Central College for the period of July 1, 2020 through June 30, 2021 will be \$1,557.18.

This amount may be paid quarterly or by a one-time payment.

CWDB will invoice East Central College according to their payment preference.

The Infrastructure Funding Agreement and cost share amount will be reviewed annually.

## Memorandum of Understanding

### Signature Page


*By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.*

#### Adult Education and Literacy (AEL) (Title III)

##### East Central College

Alice Whelan      Adult Education Program Director

Printed Name      Title

 3/12/2020

Signature

Date

## Infrastructure Funding Agreement

MERS Goodwill is the Title V provider in the local workforce areas of the Rolla and Lebanon Job Centers.

The Goodwill annual infrastructure cost share amounts for the period of July 1, 2020 through June 30, 2021 are:

Rolla Job Center \$ 365.98

Lebanon Job Center \$ 364.91

Total annual infrastructure cost share amount is \$730.89.

This amount may be paid quarterly or as a one-time payment.

CWDB will invoice MERS Goodwill according to their payment preference.

The Infrastructure Funding Agreement and cost share amount will be reviewed and negotiated annually.

## Memorandum of Understanding

### Signature Page

*By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.*

MERS Goodwill

Laura MCintosh    SCSEP Director

Printed Name                      Title

Laura MCintosh    2/27/20

Signature

Date

## **Infrastructure Funding Agreement**

The Job Point annual amount of cost share is \$467.02 for the period of July 1, 2020 through June 30, 2021.

The cost share may be paid quarterly or as a one-time payment. CWDB will invoice Job Point based upon their preference.

The Infrastructure Funding Agreement and cost share amount will be reviewed annually.

Memorandum of Understanding

Signature Page

*By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.*

YouthBuild (Boone County Only)

Job Point

Steven Smith    President & CEO  
Printed Name                      Title

Steven Smith    2/28/2020  
Signature                      Date

DRAFT

## **Infrastructure Funding Agreement**

Moberly Area Community College is the Adult Education and Literacy provider in the local area of the Columbia Job Center and utilizes space at the Job Center.

The annual infrastructure cost share amount for Moberly Area Community College is \$6,005.45 for the period July 1, 2020 through June 30, 2021.

The Infrastructure Funding Agreement and cost share amount will be reviewed and negotiated annually.

## Memorandum of Understanding

### Signature Page

*By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.*

#### Moberly Area Community College

Shannon Hinson                      Director of Adult Education and Literacy

Printed Name                      Title

Shannon Hinson                      5/26/20

Signature

Date



## **Infrastructure Funding Agreement**

Ozarks Technical Community College is the Adult Education and Literacy provider in the local area of the Lebanon Job Center.

Their annual infrastructure cost share amount for the period of July 1, 2020 through June 30, 2021 is \$ 364.91.

This amount may be paid as a one-time payment or quarterly.

CWDB will invoice OTC based upon their preference.

The Infrastructure Funding Agreement and cost share amount will be reviewed and negotiated annually.

## Memorandum of Understanding

### Signature Page

***By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.***

#### Ozarks Technical Community College

Ramona George    College Director Adult Education and Literacy

Printed Name

Title

Ramona George    3/2/2020

Signature

Date

RECEIVED  
MAR 2 2020  
OZARKS TECHNICAL COMMUNITY COLLEGE

### **Infrastructure Funding Agreement**

Rolla Technical Institute/Center (RTI/C) will provide annually \$365.98 in in-kind cost share for the period of July 1, 2020 through June 30, 2021.

This cost-share amount is the RTI/C infrastructure fee for being a mandatory Carl D. Perkins Career and Technical Education WIOA partner.

For the in-kind cost share RTI/C will screen and refer post-secondary students to the career center to apply for educational and employment assistance through WIOA, HPOG, and Skill Up. RTI/C will also screen and refer secondary students to apply for employment through the Youth Access program.

RTI/C will make every effort to accommodate the Job Center when needing space for an evening class. This will be at no cost to the Job Center.

The in-kind cost share will be tracked quarterly.

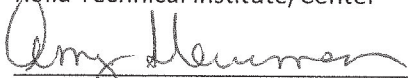
The Infrastructure Funding Agreement and cost share amount will be reviewed annually and negotiated as needed.

Memorandum of Understanding

Signature Page

*By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.*

Rolla Technical Institute/Center



Authorized Signature, Rolla Public Schools



Date

## **Infrastructure Funding Agreement**

Missouri Department of Labor and Industrial Relations (DOLIR) makes a contribution to the Office of Workforce Development for Labor Exchange Services, which is in turn shared with the Local Workforce Development Boards.

Therefore, DOLIR is exempt from negotiating costs.


Memorandum of Understanding

Signature Page

*By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.*

Unemployment Insurance

Missouri Department of Labor

Anna Hui	Director, Department of Labor
Printed Name	Title
	3/13/20
Signature	Date



## Infrastructure Funding Agreement

SER is the Title V provider in the local workforce area served by the Columbia Job Center.

SER infrastructure cost share amount for the period of July 1, 2020 through June 30, 2021 is \$467.02

The payment may be made quarterly or as a one-time payment.

CWDB will invoice the agency according to their preference.

The Infrastructure Funding Agreement and cost share amount will be reviewed annually and negotiated as needed.

SER-Jobs for Progress National Inc.

Memorandum of Understanding

Signature Page

*By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.*

SER- Jobs for Progress National Inc.

Ignacio Salazar, President & CEO

Printed Name



Signature Ignacio Salazar, President & CEO





**Memorandum of Understanding (MOU)  
Disclosure Statement  
Missouri Department of Social Services**

**MOU Title:**

**One-Stop Delivery System**

1. Department of Social Services (DSS) is signing the Workforce Innovation and Opportunity Act (WIOA) Memorandum of Understanding (MOU) with the following stipulations:
  - a. All fourteen (14) Workforce Development Boards MOUs must fully comply with the WIOA regulations.
  - b. Local cost sharing negotiations must allow for DSS, including DSS contractors, to provide "in kind" services in lieu of cash payments as applicable.
  - c. WIOA requires one-stop partners to contribute funding to establish and maintain the one-stop delivery system based on each partner's proportionate use of the system and the relative benefits received (WIOA sec. 121(h)(1)(B)(i) and 121(h)(2)(C); 20 CFR 678.420(b), 34 CFR 361.420(b), and 34 CFR 463.420(b)). One-stop partners must use a reasonable cost allocation methodology in determining appropriate partner contributions based on proportionate use and relative benefits received (20 CFR 678.420(b)(2)(i), 34 CFR 361.420(b)(2)(i), and 34 CFR 463.420(b)(2)(i)).
  - d. DSS, its affiliates, successors, assignees, and contractors will continue to adhere to their confidentiality and security policies.
  - e. Termination of the MOUs: Any Partner to these MOUs may withdraw, giving written notice of its intent to withdraw as a Partner. All pertinent terms of the MOUs will continue in effect for the remaining Partners. Any party may cancel the MOU at any time for cause or without cause on a 30-day written notice.
  - f. In the event, there is a conflict of language between the MOU and this Disclosure Statement, the language in this Disclosure Statement shall prevail.
  - g. In the event there is a conflict between law, regulations, and policy governing DSS and the WIOA MOU, then the law, regulations, and policies governing DSS shall prevail.

Patrick Luebbering, Director  
Division of Finance and Administrative Services

Temporary Assistance for Needy Families  
Community Services Block Grant  
SNAP Employment and Training

## **Infrastructure Funding Agreement**

UMOS will provide 25 brochures for each of the three Central Region job centers and provide a teleconference as needed for each of the centers. Additional brochures may be available if needed.

The Infrastructure Funding Agreement and cost share amount will be reviewed annually and negotiated as needed.

## Memorandum of Understanding

### Signature Page

*By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.*

WIOA Migrant and Seasonal Farmworker Programs

UMOS

Jose Martinez - VP of Farmworker and Community  
Printed Name Title

Based  
Services

  
Signature

6/9/2020  
Date

## Memorandum of Understanding

### Signature Page

By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.

Missouri Department of Higher Education & Workforce Development, Office of Workforce Development, WIOA partner for Title I Adult, WIOA Dislocated Worker ,WIOA Youth, and Title III Wagner-Peyser, Trade Assistance Act, and Jobs for Veterans State Grant.



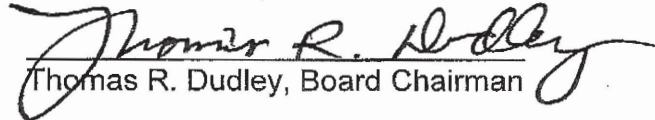
Dr. Mardy L. Leathers, Director, Workforce Development  
Missouri Department of Higher Education & Workforce Development

June 16, 2020

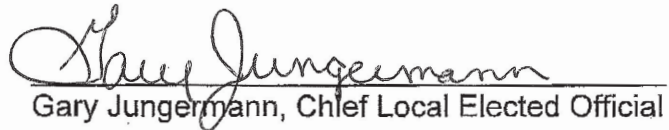
Date

Central Workforce Development Board

WIOA Title I Adult, Dislocated Worker, and Youth programs

  
Thomas R. Dudley, Board Chairman

04.27.2020  
Date

  
Gary Jungermann, Chief Local Elected Official

5/12/2020  
Date

## Central Workforce Development Board

### Sub-State Monitoring Policy

**Responsible Representative:** The region's program quality assurance manager will perform program monitoring and data element validation. This staff position is independent of program operations and reports directly to the executive director. Financial Monitoring will be conducted by the fiscal officer, and may involve other fiscal staff. Staff are employed directly by the Board and report directly to the CWDB executive director.

**Accountability:** An annual fiscal and program monitoring report will be submitted each Program Year to the Board and the Chief Elected Official.

**Compliance and Performance:** Annual reports to the Board and Chief Elected Official will include information on compliance with the terms and conditions of each scope of work. Monitors will also provide subrecipient and regional performance reviews to the Board and Chief Elected Official on an annual basis. When problems are identified, prompt and appropriate action will be taken to correct the situation.

**Compatibility:** Programmatic and operational oversight will assess compliance with WIOA regulations and OWD policies.

**Quality Assurance:** The quality of regional programs is of paramount importance. Programs will be monitored to ensure they meet the needs of customers, meet or exceed performance goals, and have an effective delivery process. Continuous improvement will be the standard; compliance issues cited in prior federal, State, and local reviews will be monitored. Written determinations will state whether corrective measures taken to address prior issues have been effective.

**Methodology and Target Universe:** Random sampling techniques will be used in participant files reviews to test eligibility in every funding stream for which there is a contract with OWD. All new enrollments will be monitored within 90 days of participation date and include review of all elements outlined in OWD Issuance 15-2020.

#### **Data Validation:**

The purpose of this policy is to help ensure the accuracy of quarterly and annual performance reports, safeguard data integrity, and promote the timely resolution of data anomalies and inaccuracies.

Data validation is a series of internal controls or quality assurance techniques established to verify the accuracy, validity, and reliability of data. The establishment of a shared data validation framework that requires a consistent approach across programs ensures that all program data consistently and accurately reflect the performance of the contractor/subrecipient.

The purposes of validation are:

1. Verify that the performance data reported by grant recipients to DOL are valid, accurate,

reliable, and comparable across programs;

2. Identify anomalies in the data and resolve issues that may cause inaccurate reporting;
3. Outline source documentation required for common data elements; and
4. Improve program performance accountability through the results of data validation efforts.

CWDB is responsible for conducting quarterly Data Element Validation (DEV) reviews to verify that performance data elements reported are valid, accurate, reliable, and comparable across programs. The review is to identify anomalies in the data, or missing data, to resolve issues that cause inaccurate reporting, and to improve program performance accountability through the results of data validation efforts.

The source documentation requirements found in Training and Employment Guidance Letter (TEGL) 23-19 Attachment II will be used to validate the required elements identified in the attachments of Office of Workforce Development's Technical Assistance Guides (T.A.G.).

The CWDB quality assurance manager must submit a system access request in order to receive access to the "PIRL data sampling" report located in the statewide electronic case management system.

The responsible staff must complete quarterly reviews at the beginning of October, January, April, and July on both active and exited records. Staff are responsible for validating the data for the quarter that just ended.

Staff will follow the OWD detailed desk-aid on how to access the PIRL data sampling report to randomly identify files to review. Depending on the size of each record set, the corresponding number of sample records shown below, at a minimum, must be examined. These guidelines are applicable for every review. If the minimum number of sample records is not available, all available records must be reviewed.

<u>Universe</u>	<u>Sample Size</u>
1-200	69
201-300	78
301-400	84
401-500	87
501-1,000	96
1,001-2,000	100
2,001-10,000	105

The data element sheets generated by the statewide electronic case management system will be downloaded into Microsoft Excel; the quality assurance manager will conduct their reviews directly in the workbook.

Each element will be marked as either a “pass” or a “fail”. All failures must have corresponding comments describing why the element failed and the corrective action being taken to correct the data, if applicable.

If any missing or erroneous data is discovered throughout the validation process, staff must take appropriate actions to correct it. These corrective actions may include, but are not limited to:

1. Submitting detailed Change Requests to correct inaccurate data;
2. Working with the Office of Performance & Strategy/Workforce Data unit to resolve out-of-range variances and /or large quantity of data anomalies;
3. Providing additional training or technical assistance to workforce staff responsible for the erroneous data entry, if applicable;
4. Collecting missing documentation to verify required data elements, if applicable.

CWDB will provide training to workforce staff on the importance of correct data entry as it relates to obtaining positive performance outcomes on an annual basis, at a minimum. The Region will provide training to workforce staff on the allowable source documentation requirements contained in OWD’s WIOA Adult/Dislocated Worker TAG, WIOA Youth TAG, and Attachment II of TEGL 23-19.

#### Record Retention

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

CWDB will retain copies of worksheets on data elements and/or records reviewed during the data validation review process, and any corrective actions taken such as submitted Change Requests or technical assistance.

**Financial Monitoring Review (FMR):** The Board will conduct quarterly on-site Financial Monitoring Review of subrecipients to ensure fiscal integrity, in compliance with WIOA section 184(a)(4) [29 U.S.C. 3244(a)(4)], annual OWD agreements, and 2 CFR Part 200 and Part 2900. The review will assess the adequacy of internal controls and the reliability of the subrecipient’s financial management system. The meeting of the subrecipient’s terms and conditions of the subaward and the fiscal goal or requirements will be monitored. Monitoring will ensure that amounts reported are accurate, allowable, supported by documentation, and properly allocated. A written report will be given to the Board identifying areas of noncompliance and recommendations to remedy the situation.

The Financial Monitoring Review will include, but not be limited to, reviews of the following:

1. Audit Resolution/Management Decision
2. Financial Reports
3. Internal Controls
4. Source Documentation
5. Cost Allocation/Indirect Costs
6. Cash Management



7. Procurement
8. Inventory
9. Annual risk assessment analysis of subrecipients

Additional financial and programmatic monitoring will be completed to review special initiatives and stand-alone summer youth programs to ensure they are administered in accordance with the project's scope of work.

**Equal Opportunity (EO) Monitoring:** The Board has appointed an Equal Opportunity Officer responsible for coordinating the board's obligations under 29 CFR Part 38, Section 188 of WIOA and the Missouri Nondiscrimination Plan, to include:

1. Serving as the liaison with the State EO Officer
2. Monitoring and investigating activities of the Board and entities receiving WIOA Title I financial assistance to ensure nondiscrimination and EO obligations required under Section 188 of WIOA, 29 CFR Part 38 and the Missouri Nondiscrimination Plan are met
3. Reviewing the Board's written policies to ensure they are not discriminatory
4. Developing and publishing local procedures for investing, processing and resolving program complaints and grievances, tracking complaints and grievances, and making them available to the public
5. Conducting outreach and education about EO and nondiscrimination requirements and how to file a complaint, consistent with §38.40 and §38.69
6. Undergoing training as required by the State EO Officer
7. Overseeing the implementation of the Missouri Nondiscrimination Plan in the local area
8. Providing monthly training to Job Center staff

The EO Officer will conduct quarterly on site EO monitoring to include:

1. Compliance with nondiscrimination and EO provisions in WIOA 29 CFR, Part 38 and the Missouri Nondiscrimination Plan, and negotiating with recipients to ensure voluntary compliance when non-compliance is found under §38.91(b)
2. Quarterly monitoring of recipients for compliance with WIOA Section 188, 29 CFR Part 38 and the Missouri Nondiscrimination Plan, including a determination as to whether each recipient is conducting its program or activity in a nondiscriminatory way. Each review will include:
  - I. A statistical analysis of records and data kept by the recipient under §38.41
  - II. An investigation of any significant differences identified in §38.41(b)(91) to determine whether differences appear to be caused by discrimination
  - III. An assessment to determine whether the recipient has fulfilled its administrative obligations

**One-Stop Operator Review:** The Board will conduct an annual review of the One-Stop Operator to ensure compliance with the requirements of 20 CFR 678.620, as well as the requirements outlined in the current contract agreement. If it is determined the One-Stop Operator is not meeting expectations, corrective will be taken, as determined by the Executive Director and the Board.



## **Statewide Sub-State Monitoring Requirements**

The State and Local Workforce Development Boards (LWDB) must develop—and maintain on file—written policy and procedures for monitoring subrecipient compliance with the terms of grants, contracts, or other agreements pursuant to Workforce Innovation and Opportunity Act (WIOA)<sup>1</sup> Title I Workforce Development Activities.<sup>2</sup>

The following minimum elements and standards must be included in the LWDB's sub-state monitoring plan:

1. ***Responsible Representative***—Each LWDB must identify who will perform the oversight functions. Local policy must address the entity, or (if applicable) staff position, that will perform any monitoring activities. The policy must outline the method of selecting the organization or staff position designated to perform monitoring. The policy must describe how the supervisory or reporting relationships of the monitor, and any other duties of the monitor, will not be connected to the monitored duties and systems and thus avoid any actual or apparent conflict of interest.
2. ***Accountability***—WIOA mandates that the LWDB and the Chief Elected Official (CEO) are responsible, in partnership, for oversight of WIOA Title I programs.<sup>3</sup> Local Workforce Development Area (LWDA) monitors must submit an annual report each Program Year to their LWDB and CEO so they can fulfill that oversight responsibility.
3. ***Compliance and Performance***—The Office of Workforce Development (OWD) requires an annual administrative and programmatic monitoring report **directly** submitted to each LWDB and CEO regarding **compliance** with the terms and conditions of each contractual scope of work. Local Monitors also must provide subrecipient and LWDB's program **performance** reviews **directly** to the LWDBs and CEOs on an annual basis. Other areas to cover in monitoring reports are the adequacy of assessment, planning of activities and services, coordination with One-Stop Delivery System partners to meet the comprehensive needs of customers, and customer outcomes. The regulations implementing WIOA require that when monitoring identifies problems, those issues must be resolved by prompt and appropriate corrective action.<sup>4</sup>

---

<sup>1</sup> Pub. L. 113-128 [[29 U.S.C. 3101 et seq.](#)].

<sup>2</sup> WIOA Section 185(c) [[29 U.S.C. 3245\(c\)](#)].

<sup>3</sup> WIOA sec. 107(d)(8) [[29 U.S.C. 3122\(d\)\(8\)](#)].

<sup>4</sup> [20 CFR 683.420\(a\)](#).

4. **Compatibility**—Policies must demonstrate that the LWDB’s programmatic, administrative, and operational oversight systems effectively measure compliance in a manner compatible with WIOA regulations and OWD policies.
5. **Compliance**—Policies must include a review of program quality and provide for continuous improvement of service delivery. LWDB’s monitoring efforts should include a comprehensive examination of historical change requests as well as compliance issues cited in prior federal, State, and local reviews. A written determination should state whether corrective measures taken to address those issues have proven effective.
6. **Risk Assessment**—Prior to issuing an award under WIOA title I and annually thereafter the LWDB must conduct a risk assessment to assess the organization’s overall ability to administer Federal funds as required under 2 CFR 200.205. As part of this assessment, the LWDB may consider any information that has come to its attention and will consider the organization’s history with regard to management of other grants. The LWDB must develop a risk assessment procedure and consider the following: Financial stability, quality of management systems and standards, history of performance, timeliness of compliance, conformance to terms and conditions of previous awards, reports & findings from audits, and ability to implement effectively statutory, regulatory, or other requirements.
7. **Methodology and Target Universes**—Monitors must use random-sampling techniques in participant file reviews to test **compliance in every funding stream for which the LWDB has a contract with OWD**. LWDBs are encouraged to use the reports feature in the electronic statewide case management system to obtain random-samples, whenever possible.

When reviewing WIOA Adult and Dislocated Worker participant records, combine the two funding streams, then sample by service. Every Program Year, the LWDB must monitor a separate statistically valid sample of Adult and Dislocated Worker participants enrolled in each of the following services:

- Classroom Training;
- On-the-Job Training;
- Work experience/Internship/Apprenticeship;
- Supportive Services/Needs-related payments; and
- Any other services that result in a **direct payment** to, or on behalf of, a participant.

Depending on the size of each record set requiring review, the corresponding number of sample records shown below, *at a minimum*, must be examined. Samples should be adjusted as necessary based on the results of the Risk Assessment required to be performed on each subrecipient entity as dictated by Local Policy. These guidelines are applicable for every review.<sup>5</sup>

#### Record Set Size

#### Sample Size

---

<sup>5</sup> Sample size based on algorithmic tables for simple random sampling developed by The Research Advisors, Franklin, MA ©2006.

1–200	69
201–300	78
301–400	84
401–500	87
501–1,000	96
1,001–2,000	100
2,001–10,000	105

This table is for a random sampling with a confidence level of 90 percent and a margin of error of 8 percent.

8. At a minimum, review participant records for:

- Documentation of participant eligibility and/or priority for the programs and services received;
- Orientation to services;
- Signed acknowledgement from the participant that notification of complaint and grievance rights and procedures was received;
- Justification for the provision of Individualized Career Services or Training services;
- Method of assessment;
- Employment planning;
- Individual Training Accounts;
- Appropriateness and accuracy of participant payments (i.e., Supportive Services);
- Appropriate data entry;
- Posting of outcomes, including the attainment of a degree or certificate and any supplemental employment data; and
- Any other applicable Data Elements.

Local monitors must ensure Youth monitoring procedures account for WIOA requirements, such as:

- The current<sup>6</sup> Out-of-School Youth (OSY) percentage expenditure requirement;
- Twenty percent work-based learning with educational component requirement;
- Five percent limit on In-School Youth enrolled with the “Requires additional assistance” barrier; and
- Five percent over-income exception.

9. ***Date Element Procedures***—The LWDB must conduct **quarterly** Data Element Validation (DEV) reviews to ensure the integrity of performance outcomes. The LWDB must incorporate their DEV procedures in their internal control procedures as required by 2 CFR 200.303. The DEV review will be performed to conform to the State

---

<sup>6</sup> The WIOA requirement for 75 percent expenditures on OSY may be subject to adjustment due to federal waiver.

procedures complying with WIOA Section 116(d)(5)<sup>7</sup> and federal guidance.<sup>8</sup> This review is to verify that the performance data elements reported by Missouri are valid, accurate, reliable, and comparable across programs. The review is to identify anomalies in the data or missing data, to resolve issues that may cause inaccurate reporting, and to improve program performance accountability through the results of data validation efforts. Monitors must use random-sampling techniques when selecting the exited file to review. Depending on the amount of records that exited the prior program year, the corresponding number of sample records shown below, *at a minimum*, must be examined. These guidelines are applicable for every review.<sup>9</sup>

The State Compliance Monitors will review Local DEV monitoring efforts ***at least annually*** to ensure compliance of the written DEV procedures, provide feedback and technical assistance, and/or corrective action, if applicable. Local Monitors responsible for local DEV review efforts will be required to attend an annual DEV reviewing training. This training will occur either during a JobStat meeting or at the annual Monitoring Summit.

<u>Exited Record Set Size</u>	<u>Sample Size</u>
1–200	69
201–300	78
301–400	84
401–500	87
501–1,000	96
1,001–2,000	100
2,001–10,000	105

10. ***Financial Monitoring Review***—The LWDB must conduct an annual on-site Financial Monitoring Review (FMR) of subrecipients to ensure fiscal integrity. Additional reviews may be warranted, based on the evaluations of risk of noncompliance. The FMR will be performed to comply with WIOA section 184(a)(4) [[29 U.S.C. 3244\(a\)\(4\)](#)], annual OWD agreements, and 2 CFR [Part 200](#) and [Part 2900](#). The FMR is conducted to ensure the adequacy of internal controls and the reliability of the subrecipient’s financial management system as they relate to the administrative subaward. The FMR must ensure that the subrecipient meets the terms and conditions of the subaward and the fiscal goal or requirements, and that amounts reported are accurate, allowable, supported by documentation, and properly allocated. The FMR must result in a written report to the LWDB identifying areas of noncompliance and recommendations to remedy. The FMR must include, but is not limited to, reviews of the following process:

- Audit Resolution/Management Decision;
- Financial Reports;
- Internal Controls;

---

<sup>7</sup> [29 U.S.C. 3141\(d\)\(5\)](#).

<sup>8</sup> U.S. Department of Labor, Employment and Training Administration, Training and Employment Guidance Letter ([TEGL](#)) [07-18](#), “Guidance for Validating Jointly Required Performance Data Submitted under the Workforce Innovation and Opportunity Act (WIOA),” December 19, 2018.

<sup>9</sup> Sample size based on algorithmic tables for simple random sampling developed by The Research Advisors, Franklin, MA ©2006.

- Source Documentation;
- Cost Allocation/Indirect Costs;
- Cash Management; and
- Procurement.

11. LWDBs must incorporate **additional financial and programmatic monitoring policies** to ensure funds intended to support stand-alone summer youth programs or other **special initiatives** are administered in accordance with the contractual scopes of work. These policies are to **supplement** existing monitoring duties and must be conducted **during** program operation to assure accountability and transparency of expenditures.

# CHIEF LOCAL ELECTED OFFICIALS CAUCUS AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of June 2018, by and between the COUNTIES of:

Audrain, Boone, Callaway, Camden, Cole, Cooper, Crawford, Dent, Gasconade, Howard, Laclede, Maries, Miller, Moniteau, Morgan, Osage, Phelps, Pulaski, Washington

in the State of Missouri.

---

## WITNESSETH

WHEREAS, the Chief Local Elected Officials (CLEOs) of the aforementioned counties and/or cities did previously adopt resolutions authorizing the creation of a caucus, in order to administer the provisions of Public Law 113-128, the Workforce Innovation and Opportunity Act (hereinafter “the Act”), and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, each party acknowledges they do hereby agree to the following:

## AGREEMENT

**SECTION 1:** That the Counties of:

Audrain, Boone, Callaway, Camden, Cole, Cooper, Crawford, Dent, Gasconade, Howard, Laclede, Maries, Miller, Moniteau, Morgan, Osage, Phelps, Pulaski, Washington

do hereby constitute a caucus for the purposes of Section 107 Public Law 113-128, the Act.

**SECTION 2:** The Chief Local Elected Officials (Presiding Commissioners) of the local government entities in Section 1 shall constitute the Central Workforce Investment Region Caucus of Chief Local Elected Officials (hereinafter, the Caucus) which shall appoint the Central Workforce Board (CWB) for the region under Section 107 of the ACT.

**SECTION 3:** The Caucus may adopt operational and procedural bylaws (Attachment A) consistent with this Agreement, applicable federal and state laws and rules or regulations promulgated pursuant thereto. Bylaws or amendments thereto may be adopted by the affirmative vote of a simple majority of the members of the Caucus, provided that written copies thereof were delivered to each Caucus member at least 10 calendar days prior to the date of the meeting at which such bylaws or amendments thereto are to be considered.



**SECTION 4:** The Caucus shall execute an agreement with the Central Workforce Board (CWB) to perform the functions of the Board under Section 107(d) of the Act, and the Caucus shall approve all local plans under Section 108 of the Act.

**SECTION 5:** The Caucus shall perform all functions for chief local elected officials as contained in Public Law 113-128, the Workforce Innovation and Opportunity Act.

**SECTION 6:** This Agreement shall be effective when approved by each member of the Caucus through their signature. This Agreement shall supersede any and all written or oral Caucus agreements under Public Law 105-220, the Workforce Investment Act. This Agreement shall expire on June 30, 2019, at which time a new Agreement shall be required.

**SECTION 7:** Any amendments to this Agreement may be adopted with the concurrence of each and every member of the Caucus. The Caucus may be dissolved and this Agreement may be rescinded only with the consent of the Governor.

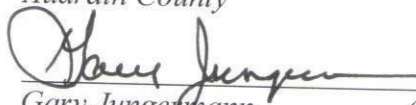
**SECTION 8:** The original Agreement, with complete signatures and notarized seal(s), as well as any amendments thereto, shall be submitted to the Division of Workforce Development, Attention: Performance Research Section, P.O. Box 1087, Jefferson City, Missouri 65102-1087.



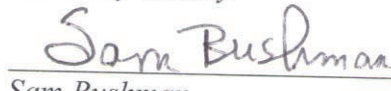
IN WITNESS WHEREOF, the parties representing the government entities listed in Section 1, through their signatures below, have read and understand this Agreement and hereto have caused this Agreement to be executed:


 6-27-18  
Steve Hobbs (Date)

Presiding Commissioner  
Audrain County

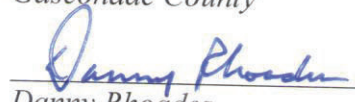
 6/27/18  
Gary Jungermann (Date)

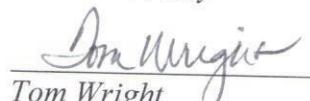
Presiding Commissioner  
Callaway County

 6/28/18  
Sam Bushman (Date)  
Presiding Commissioner  
Cole County

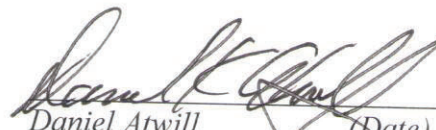
 6-28-18  
Leo Sanders (Date)  
Presiding Commissioner  
Crawford County

 6/27/18  
Larry Miskel (Date)  
Presiding Commissioner  
Gasconade County

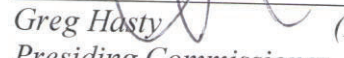
 6/27/18  
Danny Rhoades (Date)  
Presiding Commissioner  
Laclede County

 6-27-18  
Tom Wright (Date)  
Presiding Commissioner  
Miller County

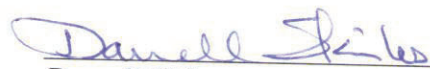
 7-9-18  
James Bryant (Date)  
Presiding Commissioner  
Morgan County


 (Date)  
Daniel Atwill (Date)

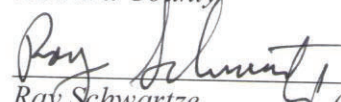
Presiding Commissioner  
Boone County

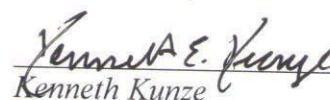
 6/28/18  
Greg Hasty (Date)  
Presiding Commissioner  
Camden County

 7/9/18  
Don Baragary (Date)  
Presiding Commissioner  
Cooper County

 6/27/18  
Darrell Skiles (Date)  
Presiding Commissioner  
Dent County

 6/27/18  
Sam Stroup (Date)  
Presiding Commissioner  
Howard County

 6-27-18  
Ray Schwartz (Date)  
Presiding Commissioner  
Maries County

 6/28/18  
Kenneth Kunze (Date)  
Presiding Commissioner  
Moniteau County

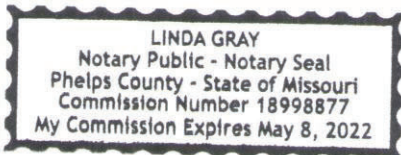
 6/27/18  
Dave Dudenhoeffer (Date)  
Presiding Commissioner  
Osage County

Randy Verkamp June 27, 2018  
(Date)  
Presiding Commissioner  
Phelps County

Gene Newkirk 6/29/18  
(Date)  
Presiding Commissioner  
Pulaski County

Marvin Wright 6-27-18  
(Date)  
Presiding Commissioner  
Washington County

ATTEST:



Linda Gray 6-27-18  
(Name) 6-28-18  
7-9-18  
(Date)  
Notary Public

The Chief Elected Official for the Central Region is Gary Jungermann, Presiding Commissioner for Callaway County.

Contact information is

Gary Jungermann  
Callaway County Commission  
10 E. 5<sup>th</sup> Street  
Fulton, MO 65251  
Phone: (573) 642-0737  
Fax: (573) 642-1032  
Email: [comish@callawaycounty.org](mailto:comish@callawaycounty.org)  
<https://callawaycounty.org/commission/>



DEPARTMENT OF  
HIGHER EDUCATION &  
WORKFORCE DEVELOPMENT

Mardy Leathers, DMgt, Director

Office of Workforce Development

May 20, 2021

The Honorable Gary Jungermann, Presiding Commissioner  
Callaway County Court House  
10 E. 5th Street  
Fulton, Missouri 65251

T. R. Dudley  
Resource Associates  
303 Clara Avenue  
Potosi, Missouri 63664

Dear Commissioner Jungermann and Mr. Dudley:

I am pleased to inform you that the member list submitted by the Central Workforce Development Board (WDB) on April 20, 2021 meets the WIOA Local WDB requirements for recertification. The following Board membership list is approved. We look forward to working with you and your Board.

Board Members

T.R. Dudley	Patrick Kelly	Sharon Gibson	Kathy Groves
Peter Callan	Ray Crouch	Denise Boeckmann	Mark Maasen
Betty Jo Sydenstricker	Dewey Thompson	Elizabeth Perkins	Matt Hurley
Curtis Koelling	David Miller	Deanne Stubblefield	Jennifer Taylor
Tamara Tateosian	Jacob Crismon	Julie Littrell	Erica Ward
Loreli Wilson	Suzanne Kmet	Brad Dorris	

**Please update your Local Plan (Attachment 6) with this letter and update your local website by listing these board members and their affiliations.** As previously discussed, a new business representative will need to be certified to replace Suzanne Kmet once her term ends. Additionally, please continue to inform us of Board membership changes so that we may keep our database current.

Should you have any questions or comments, please contact Yvonne Wright at (573) 751-3300 or [Yvonne.wright@dhewd.mo.gov](mailto:Yvonne.wright@dhewd.mo.gov).

Sincerely,

Mardy Leathers, DMgt  
Director

c: Amy Sublett  
Yvonne Wright  
Leanna Eckhoff

301 West High Street, Suite 870 | P.O. Box 1087 | Jefferson City, MO 65102-1087  
(573) 751-3999 | Fax (573) 751-8162

*The Missouri Department of Higher Education and Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services at 711.*

## Central Workforce Development Board

### Committees

<b>Bylaws</b>	<b>Disabilities</b>	<b>Employer Engagement</b>	<b>Evaluation</b>	<b>One-Stop</b>	<b>Personnel</b>	<b>Youth</b>
Chair David Miller	Chair Elizabeth Perkins	Chair Betty Jo Sydenstricker	Chair Peter Callen	Chair Jennifer Taylor	Chair Kathy Groves	Chair Sharon Gibson
Betty Jo Sydenstricker	Mark Maasen	Tamara Tateosian	Kathy Groves	Elizabeth Perkins	Patrick Kelly	Mark Maasen
Peter Callen	Jennifer Taylor	Denise Boeckmann	Dewey Thompson	Dewey Thompson	Peter Callen	Patrick Kelly
Kathy Groves	Deanne Stubblefield	Ray Crouch	Elizabeth Perkins	Ray Crouch	Sharon Gibson	Ray Crouch
T.R. Dudley		Matt Hurley	T.R. Dudley	Kathy Hueste	T.R. Dudley	Kathy Hueste
		Curtis Koelling	David Miller	Deanne Stubblefield	Dewey Thompson	Deanne Stubblefield
		Russ Unger		Denise Boeckman		Russ Unger
		Mark Maasen		David Miller		Curtis Koelling
				Matt Hurley		Tamara Tateosian

## Local Workforce Development Board New Member Certification and Biennial Board Recertification Form

Name of Local Workforce Development Board: Central Workforce Development Board

***(The rows below will expand to fit. Attach additional copies of this page, as needed, to list additional board members. For a board recertification submission, report all current board members (including ex officio non-voting members ) not just the members added since the last reporting.)***

***Note: Members added since the last reporting are in blue font.***

Appointee's name & title*	Membership category†	Nominating organization	Appointee's company or organization, mailing address, phone #, fax #, and email address	FEIN ‡ (for <i>Business</i> nominees only)	Member being replaced (if applicable)
T. R. Dudley Community Champion, Resource and Development Specialist	Business	Washington County Chamber of Commerce	Great Mines Health Center-Potosi #1 Southtowne Drive Potosi, Missouri 63664 Ph: 573—438-9355 Fax: 573-438-7892 <a href="mailto:trdudley123@gmail.com">trdudley123@gmail.com</a>	81-0546390	
Patrick Kelly Operations Superintendent	Business	Mexico Area Chamber of Commerce	Missouri American Water Company 506 Southwestern Mexico, MO 65265 Ph: 573-581-9389 <a href="mailto:Patrick.kelly@amwater.com">Patrick.kelly@amwater.com</a>	23-1340234	
Sharon Gibson Owner	Business	Washington County Chamber of Commerce	Country Corner Florist & Antiques 12733 State Hwy 185., Potosi, MO 63664 Ph 573-438-2372 <a href="mailto:sgibson@potosi,k12.mo.us">sgibson@potosi,k12.mo.us</a>	47-4063559	
Kathy Groves Vice President of Advancement	Higher Education	Callaway Chamber of Commerce	Williams Woods University One University Avenue Fulton, MO 65251 Ph 573-592-4217 Fax: 573592-4180 <a href="mailto:Kathy.groves@williamwoods.edu">Kathy.groves@williamwoods.edu</a>		

Peter Callan Sr. Director of Talent	Business	Chief Human Resources Officer MU Health Care	University of Missouri Health Care One Hospital Drive, DC059.20 Columbia, MO 65212 Ph: 573-884-2572 Fax: 573-882-8188 <a href="mailto:callanpo@health.missouri.edu">callanpo@health.missouri.edu</a>	43-60003859	
Ray Crouch Director of Manufacturing	Business	Executive Director Rolla Area Chamber of Commerce	MO-SCI Corporation 4040 Hypoint North, Rolla, MO 65401 Ph: 573-364-2338 Fax: 573-364-9589 <a href="mailto:rcrouch@mo-sci.com">rcrouch@mo-sci.com</a>	43-1372193	
Denise Boeckmann Owner	Business	Osage County Collector	Osage Accounting and Tax Service LLC 104 E. Main P.O. Box 679 Linn, MO 65051 Ph: 573-897-4188 <a href="mailto:osagetax@sbcglobal.net">osagetax@sbcglobal.net</a>	43-1906661	
Mark Maasen Co-Owner	Business	Executive Director Camdenton Area Chamber of Commerce	Poly Lift 17163 N. State Hwy. 5 Sunrise Beach, MO 65079 Ph: 573-216-2029 <a href="mailto:mark@polylift.com">mark@polylift.com</a>	43-1281451	
Betty Jo Sydenstricker Broker Owner	Business	Mexico Chamber of Commerce	RE/MAX On The Move 3626 S. Clark St., Suite C Mexico, MO 65265 Ph (573) 581-8282 <a href="mailto:Bettyjoonthemove@gmail.com">Bettyjoonthemove@gmail.com</a>	26-2453575	
Dewey Thompson Director, Extension Missouri Training Institute	Business	Missouri Training Institute, College of Business	Missouri Training Institute UMC- College of Business 304 Cornell Hall Columbia, MO 65211 Ph:573-882-2861 Fax:573-884-4151 <a href="mailto:thompsonde@missouri.edu">thompsonde@missouri.edu</a>	43-6003859	



Elizabeth Perkins Mangager, Workforce Implementation	Vocational Rehabilitation  CBO	Asst Commissioner Dept of DESE	Missouri-DESE Office of Adult Learning & Rehab Serv. 3024 Dupont Circle Jefferson City, MO 65109 Ph 573-522-8082 <a href="mailto:Elizaeth.perkins@vr.dese.mo.gov">Elizaeth.perkins@vr.dese.mo.gov</a>		
Matt Hurley Coordinator at Carpenters Training Center of Central Missouri	Labor	Carpenters' District Council	Carpenters Apprenticeship Program Central Missouri Training Center 5218 Business Hwy 50 West Jefferson City, MO 65109 Ph 573-616-9692 <a href="mailto:mhurley@cjtf.org">mhurley@cjtf.org</a>		
Curtis Koelling Business Representative	Labor	Director with the MO AFL-CIO	Painters Local Union #1185 1744 Halifax Road Holts Summit, MO 65043 Ph: 573-896-0206 <a href="mailto:ckoelling@dc58.org">ckoelling@dc58.org</a>		
David Miller Executive Director	CBO/Hud TANF	Pulaski County Clerk	Missouri Ozarks Community Action Inc. P.O. Box 69 Richland, MO 65556 Ph: 573-765-3263 <a href="mailto:dmiller@mocacaa.org">dmiller@mocacaa.org</a>		
Deanne Stubblefield MWA Region 5 Director	TA/MWA TANF	Social Services Mgr. Missouri Dept of Social Services – FSD	Mers/Goodwill 601 Business Loop 70 W. Suite 241B Columbia, MO 65203 Ph: 573-607-9798 <a href="mailto:dstubblefield@mersgoodwill.org">dstubblefield@mersgoodwill.org</a>		



Jennifer Taylor Regional Manager	Wagner Pyser & Vet/Core & Intensv Srv Provider/Econ	Mardy Leathers, Dir. DWD 421 E. Dunklin St. Jefferson City, MO 65102	Office of Workforce Development 706 S. Bishop Ave. Rolla, MO 65401 Ph 573-364-7030 <a href="mailto:Jennifer.taylor@ded.mo.gov">Jennifer.taylor@ded.mo.gov</a>		
Tamara Tateosian Executive Director	Economic Development	Callaway Chamber of Commerce	Callaway Chamber of Commerce 510 Market Street Fulton, MO 65251 (573) 642-3055 <a href="mailto:tamara@callawaychamber.net">tamara@callawaychamber.net</a>		
Jacob Crismon Director of Marketing	Labor	Missouri AFL-CIO	SMART Local 36 P.O. Box 471 Fulton, MO 65251 Ph 573-642-1833(office) 573- 363-0212(cell) Fax: 573-642-6910 <a href="mailto:jcrismon@sheetmetal36.org">jcrismon@sheetmetal36.org</a>		Russ Unger
Julie Littrell Sr. Director, HR-Employee Success	Business	Rolla Chamber of Commerce	Brewer Science 2401 Brewer Drive Rolla, MO 65401 Ph 573-364-0444 <a href="mailto:jlittrell@brewerscience.com">jlittrell@brewerscience.com</a>	43-1240668	
Erica Ward Human Resource Manager	Business	Lebanon Regional Economic Development, Inc	White River Marine Group Tracker Marine 1301 Tower Rd. Lebanon, MO 65536 (417) 588-6906 (Phone) (417) 588-3185 (Fax) <a href="mailto:EricaWard@trackermarine.com">EricaWard@trackermarine.com</a>	431686170	

Loreli Wilson Director of Inclusion and Social Impact	Business	Regional Economic Development, Inc.	Veterans United Home Loans 1400 Veterans United Dr. Columbia, Missouri 65203 573-876-2600 ext. 3394 1-573-445-6818 (fax) lwilson@vu.com	431965151	
Suzanne Kmet President	Business	Camdenton Area Chamber of Commerce	Kmet Consulting 370 Lake Horizon Dr. Gravois Mills, MO 65037 515-240-7545 sue@kmetconsulting.com	47-5528001	
Brad Dorris Director, Adult Education and Literacy	AEL	Director of Adult Education and Literacy with DESE	Adult Education and Literacy School of Education 204 E. Dunklin St. Jefferson City, MO 65101 Ph 573-659-3122 DorrisB@lincolnu.edu		Kathy Hueste

\* Include the names of all ex officio, non-voting members of the board appointed to the board by the CEO.

†Categories include Business, Small Business, Workforce (Labor/Apprenticeship/Employees-Workforce), AEL, VR, Wagner/Peyser (DWD), Higher Education, Economic Development, TANF/MWA, or OTHER additional categories d.



\* Include the names of all ex officio, non-voting members of the board appointed to the board by the CEO.

†Categories include Business, Small Business, Workforce (Labor/Apprenticeship/Employees-Workforce), AEL, VR, Wagner/Peyser (OWD), Higher Education, Economic Development, TANF/MWA, or OTHER additional categories designated by the Chief Elected Official. If “OTHER,” specify the category or reason for the appointment. If a member is “double hatting” (representing two board categories) list both categories that person represents.

‡Use the Federal Employer Identification Number (FEIN) issued by the U.S. Internal Revenue Service *for the business the nominee represents*, not a personal FEIN.

### ATTESTATION

I, Gary Jungermann, the undersigned Chief Elected Official (CEO) or CEO Consortium Chair (as applicable) of the

(PLEASE PRINT OR TYPE)

Central Workforce Development Board Local Workforce Development Area, hereby attest that the information provided within this Local Workforce Development Board certification application is complete and accurate to the best of my knowledge. I also certify that all applicable provisions of the Workforce Innovation and Opportunity Act, federal regulation, and any additional requirements by the state of Missouri have been followed in the selection process of the appointee(s) listed above.

Page 2 of 2

DocuSigned by:

*Gary Jungermann*

CE7724F261454C7

(CEO or CEO Consortium Chair signature)

**5-11-21**

(Date)

For information about [Missouri Office of Workforce Development](#) services, contact a [Missouri Job Center](#) near you.

Locations and additional information are available at [jobs.mo.gov](http://jobs.mo.gov) or 1-(888)-728-JOBS (5627).

Missouri Office of Workforce Development is an [equal opportunity](#) employer/program.

Auxiliary aids and services are available upon request to individuals with disabilities.

**Local Workforce Investment Board**  
**ATTESTATION FOR REVIEW OF BY-LAWS**

The following form must be completed and submitted to the Division of Workforce Development annually. The purpose of the form is to assure that all certified members of the Local Workforce Development Board have reviewed and understand their current by-laws. The form must be signed and dated by at least a quorum of the membership. Please include the printed name of the member on the line below their signature. If additional signature/date lines are needed, please add them accordingly.

Name of Local Workforce Development Board: Central Region Workforce Development Board

The following local board members attest by their signatures that they have reviewed and understand the board's current by-laws:

*T.R. Dudley*  
 (T.R. Dudley) Date

*Kathy Groves* 6/26/19  
 (Kathy Groves) Date

\_\_\_\_\_  
 (Vicki Nelson) Date

*Ray Crouch* 5-18-2020  
 (Ray Crouch) Date

*Denise Boeckmann* 6/26/19  
 (Denise Boeckmann) Date

*Betty Jo Sydenstricker* 6-26-19  
 (Betty Jo Sydenstricker) Date

\_\_\_\_\_  
 (Sharon Gibson) Date

*Matt Hurley* 6/26/19  
 (Matt Hurley) Date

*Deanne Stubblefield* 6/26/19  
 (Deanne Stubblefield) Date

*Curtis L. Koelling* 6/26/19  
 (Curtis Koelling) Date

*Patrick Kelly* 6/26/19  
 (Patrick Kelly) Date

*David Miller* 06/26/2019  
 (David Miller) Date

*Diane Heckemeyer* 06/26/19  
 (Diane Heckemeyer) Date

*Kathy Hueste* 6/26/19  
 (Kathy Hueste) Date

*Elizabeth Perkins* 6-26-19  
 (Elizabeth Perkins) Date

*Peter Callan* 6/26/2019  
 (Peter Callan) Date

*Jennifer Taylor* 07/02/2019  
 (Jennifer Taylor) Date

*Dewey Thompson* 6/26/19  
 (Dewey Thompson) Date

*Mark Maasen* 6-26-19  
 (Mark Maasen) Date

\_\_\_\_\_  
 (Russ Unger) Date

**Local Workforce Investment Board**  
**ATTESTATION FOR REVIEW OF BY-LAWS**

The following form must be completed and submitted to the Division of Workforce Development annually. The purpose of the form is to assure that all certified members of the Local Workforce Development Board have reviewed and understand their current by-laws. The form must be signed and dated by at least a quorum of the membership. Please include the printed name of the member on the line below their signature. If additional signature/date lines are needed, please add them accordingly.

Name of Local Workforce Development Board: Central Region Workforce Development Board

The following local board members attest by their signatures that they have reviewed and understand the board's current by-laws:

*T.R. Dudley*  
 (T.R. Dudley) Date

*Kathy Groves* 6/26/19  
 (Kathy Groves) Date

\_\_\_\_\_  
 (Vicki Nelson) Date

\_\_\_\_\_  
 (Ray Crouch) Date

*Denise Boeckmann* 6/26/19  
 (Denise Boeckmann) Date

*Betty Jo Sydenstricker* 6-26-19  
 (Betty Jo Sydenstricker) Date

\_\_\_\_\_  
 (Sharon Gibson) Date

*Matt Hurley* 6/26/19  
 (Matt Hurley) Date

*Deanne Stubblefield* 6/26/19  
 (Deanne Stubblefield) Date

*Curtis L. Koelling* 6/26/19  
 (Curtis Koelling) Date

*Patrick Kelly* 6/26/19  
 (Patrick Kelly) Date

*David Miller* 06/26/2019  
 (David Miller) Date

*Diane Heckemeyer* 06/26/19  
 (Diane Heckemeyer) Date

\_\_\_\_\_  
 (Kathy Hueste) Date

*Elizabeth Perkins* 6-26-19  
 (Elizabeth Perkins) Date

*Peter Callan* 6/26/2019  
 (Peter Callan) Date

*Jennifer Taylor* 07/02/2019  
 (Jennifer Taylor) Date

*Dewey Thompson* 6/26/19  
 (Dewey Thompson) Date

*Mark Maasen* 6-26-19  
 (Mark Maasen) Date

*Russ Unger* 5-19-20  
 (Russ Unger) Date

**Local Workforce Investment Board**  
**ATTESTATION FOR REVIEW OF BY-LAWS**

The following form must be completed and submitted to the Division of Workforce Development annually. The purpose of the form is to assure that all certified members of the Local Workforce Development Board have reviewed and understand their current by-laws. The form must be signed and dated by at least a quorum of the membership. Please include the printed name of the member on the line below their signature. If additional signature/date lines are needed, please add them accordingly.

Name of Local Workforce Development Board: Central Region Workforce Development Board

The following local board members attest by their signatures that they have reviewed and understand the board's current by-laws:

*T.R. Dudley*  
 (T.R. Dudley) Date

*Kathy Groves 6/26/19*  
 (Kathy Groves) Date

\_\_\_\_\_  
 (Vicki Nelson) Date

\_\_\_\_\_  
 (Ray Crouch) Date

*Denise Boeckmann 6/26/19*  
 (Denise Boeckmann) Date

*Betty Jo Sydenstricker 6-26-19*  
 (Betty Jo Sydenstricker) Date

*Sharon A. Gibson*  
 (Sharon Gibson) Date

*Matt Hurley 6/26/19*  
 (Matt Hurley) Date

*Deanne Stubblefield 6/26/19*  
 (Deanne Stubblefield) Date

*Curtis L. Koelling 6/26/19*  
 (Curtis Koelling) Date

*Patrick Kelly 6/26/19*  
 (Patrick Kelly) Date

*David Miller 06/26/2019*  
 (David Miller) Date

*Diane Heckemeyer 06/26/19*  
 (Diane Heckemeyer) Date

\_\_\_\_\_  
 (Kathy Hueste) Date

*Elizabeth Perkins 6-26-19*  
 (Elizabeth Perkins) Date

*Peter Callan 6/26/2019*  
 (Peter Callan) Date

*Jennifer Taylor 07/02/2019*  
 (Jennifer Taylor) Date

*Dewey Thompson 6/26/19*  
 (Dewey Thompson) Date

*Mark Maasen 6-26-19*  
 (Mark Maasen) Date

\_\_\_\_\_  
 (Russ Unger) Date

## STATEMENT OF ASSURANCES CERTIFICATION

In order to minimize the documents attached to the local workforce development plan, the officials listed below certify through their signature that the region has met the following requirements:

- Assures the local stakeholders (businesses, organized labor, public officials, community-based organizations and WIOA service providers) were involved in the development of this plan;
- Assures a written agreement has been developed between the local workforce development board and the current one-stop operator(s);
- Assures a written agreement has been developed between the chief elected official(s) and the local workforce development board;
- Assures the chief elected official(s) agree(s) with the selection of the one-stop operator;
- Assures the chief elected official(s) authorized the designation/selection of the region's fiscal agent; and
- Assures the Governor and his administrative staff that all WDB members are nominated, and maintenance of membership over time is completed, on good faith and actions in compliance with the Division of Workforce Development WDB member certification Issuance 14-2014.

The Central Region Workforce Development Board certifies that it has complied with all of the required components of the Workforce Innovation and Opportunity Act. The region also assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act and its regulations, written U.S. Department of Labor guidance implementing this Act, and all other federal and state laws and regulations.

Hans Junge 6/26/2019  
Chief Elected Official (or CEO Chair) Date

Jonathan R. Dudley 06.26.2019  
Workforce Development Board Chair Date

Kevin Stadler - Asst. Director 6-26-19  
Workforce Development Board Director Date



Approved June 16, 2021

## **CENTRAL WORKFORCE DEVELOPMENT BOARD**

### **BYLAWS**

#### **MISSION STATEMENT**

The mission of the Central Workforce Development Board (CWDB) is to accomplish the following in the nineteen counties of the Central Region Workforce Investment Area:

- Support the alignment of workforce investment, education, and economic development activities in support of a comprehensive, accessible, and high-quality workforce development system;
- Increase for individuals, particularly those with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market;
- Improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide workers with the skills and credentials necessary to secure and advance employment with family-sustaining wages and to provide employers with the skilled workers the employers need to succeed in a global economy;
- To promote improvement in the structure of and delivery of services through the workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.

#### **ARTICLE I**

##### **Name and Location of the Principle Office**

- 1.1** The Board shall be known as the Central Workforce Development Board (CWDB).
- 1.2** The Board maintains its principle office at 1107 Kingshighway, Rolla, Missouri, 65401 and has established field offices at such other places as it has deemed necessary and appropriate. All such offices shall be located within the boundaries of the Central Region; nineteen contiguous counties in Central Missouri.
- 1.3** There are three sub-regions within the Central Region:  
Lake of the Ozarks: Camden, Laclede, Miller, Morgan, and Pulaski counties.  
Meramec: Crawford, Dent, Gasconade, Maries, Phelps, and Washington Counties.  
Mid-Missouri: Audrain, Boone, Callaway, Cole, Cooper, Howard, Moniteau, and Osage counties.



Approved June 16, 2021

**ARTICLE II**  
**LOCAL WORKFORCE DEVELOPMENT BOARDS**

- 2.1** APPOINTMENT AND CERTIFICATION OF BOARD.—  
APPOINTMENT OF BOARD MEMBERS AND ASSIGNMENT OF RESPONSIBILITIES.— The chief elected official in a local area is authorized to appoint the members of the local board for such area, in accordance with the State criteria established under subsection (b).
- 2.2** *Section 107 (b)(2)* COMPOSITION.—Such criteria shall require that, at a minimum—

Minimum Required Membership	Category
<b>Section 107 (2) A.</b>	<b><i>a majority shall be representatives of business in local area;</i></b>
12	51% Private
<b>Section 107 (2) B.</b>	<b><i>Not less than 20% represent workforce of local area, who</i></b>
3	<i>(i) shall include representatives of labor organizations</i>
0 N/A	<i>(ii) shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists</i>
1	<i>(iii) may include representatives of <u>community based organizations</u> that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve <u>veterans</u> or that provide or support competitive integrated employment for <u>individuals with disabilities</u>; and</i>
1	<i>(iv) may include representatives of <u>organizations</u> that have demonstrated experience and expertise in addressing the employment, training, or <u>education needs of eligible youth</u>, including representatives of <u>organizations that serve out-of-school youth</u></i>
<b>Section 107 (2) C.</b>	<b><i>shall include representatives of entities administering education and training activities in the local area, who</i></b>
1	<i>(i) shall include a representative of eligible providers administering adult education and literacy activities under title II</i>
1	<i>(ii) shall include a representative of institutions of higher education providing workforce investment activities (including community colleges)</i>
0	<i>(iii) <u>may</u> include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;</i>
<b>Section 107 (2) D.</b>	<b><i>each local board shall include representatives of governmental and economic and community development entities serving the local area, who</i></b>
1	<i>(i) shall include a representative of economic and community development entities</i>

Approved June 16, 2021

1	<i>(ii) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act</i>
1	<i>(iii) shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act</i>
1	<i>(iv) <u>*may</u> include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance</i>
0	<i>(v) may include representatives of philanthropic organizations serving the local area</i>
Total Minimum Membership = 23	*WIOA provides that the Temporary Assistance for Needy Families (TANF) program is a mandatory local "one-stop" partner, whereas the Governor will not expressly opt-out of this provision. Thus the local board must include a TANF representative.

### **ARTICLE III** **Committees**

#### **3.1 STANDING COMMITTEES:**

**IN GENERAL - The local board may designate and direct the activities of standing committees to provide information and to assist the local board in carrying out activities under this section.**

Such standing committees shall;

- be appointed by the Chair and approved by the Board,
- be chaired by a member of the local board,
- shall include other individuals appointed by the local board who are not members of the local board and
- may include other members of the local board.

At a minimum, the local board may designate each of the following:

**a. One-Stop/Workforce System Committee:**

A standing committee to provide information and oversight of the one-stop delivery system and assist with operational, programmatic, and strategic issues relating to the one-stop system. The committee will include representatives of the one-stop partners, including subcontractors, and representatives of business.

Areas of oversight include, but are not limited to:

Ensuring inclusion for all individuals and addressing barriers to employment, program operation, service delivery, accessibility for all customers, including those with disabilities, customer satisfaction, performance review, marketing and outreach, and compliance with WIOA equal opportunity and nondiscrimination provisions .

Approved June 16, 2021

**b. Youth Committee:**

A standing committee to provide information and to assist with planning, operational, oversight and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth.

**c. Finance Committee:**

A standing committee to provide oversight of fiscal matters, including reviewing and providing input on financial reports and fiscal matters. The committee will understand the finances of the organization and convey information to the board, including the format used to present reports to the board. The committee will oversee the CWDB budget, accounting policies and procedures, the board's financial manual, and internal controls.

The committee will be composed of the board chairman, treasurer, and other board members appointed by the board chair.

**d. Executive Committee:**

The Executive Committee shall consist of the officers and shall have all powers of the board. A quorum shall be deemed to be present when at least a simple majority of the committee is present. Each and every decision of the majority of the committee members present at any regular or special meeting shall be valid as the binding act of the board. The Executive Committee shall meet to conduct business when the full board is unable to meet and shall report any action taken to the full board at the next scheduled meeting.

The Board of Directors will hire, regularly evaluate, and set the salary compensation of the Executive Director and address other personnel matters as required.

The Executive Committee shall have the authority to conduct such business as is required to be acted upon prior to the regular board meeting of the Directors. Any action taken by the Executive Committee shall be reported at the regular board meeting.

**3.2 ADDITIONAL COMMITTEES:**

The local board may designate additional committees in addition to the standing committees specified in Article 3.1.

**a. Evaluation Committee:**

The Evaluation Committee shall consist of a minimum of five members and will meet as needed to evaluate and recommend to the board proposed agency (ies) to contract with for provision of Workforce Innovation and Opportunity Act (WIOA) services. Contracts will be awarded for a one year period with the possibility of two one- year extensions. The board may extend contracts beyond the two-one year extensions with approval of the full board. The Evaluation Committee will evaluate proposals following CWDB procurement policies.

The committee will evaluate other documents such as grant proposals and the board bylaws.

**b. Disabilities Committee:**

Approved June 16, 2021

The Disability Committee shall consist of a minimum of five members, to include subject matter experts from the disability field. This committee will plan and coordinate the annual AccessAbility business summit, focused on inclusive hiring by employers in Central Region. In addition, this committee shall provide guidance to the Central Region Workforce board and Job Center staff, to better promote programmatic and physical access for persons with disabilities seeking employment.

**c. Employer Engagement/Sector Strategies Committee:**

The committee shall consist of a minimum of 5 members and will meet as needed to promote business representation from employers whose employment opportunities reflect existing and emerging employment opportunities in the region on the local board; to develop effective linkages with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities; to ensure that workforce investment activities meet the needs of employers and support economic growth in the region, by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and to develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers (such as the establishment of industry and sector partnerships), that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations.

There may be other committees of the Board designated as needed.

- 3.3** Board members are appointed for two year terms. Half of the membership will be appointed in January 2022 with the remaining membership being appointed in January 2023.

Vacant positions on the Board will be filled as soon as possible. In the event a vacancy occurs during the term of an appointment, the new member shall be appointed by the same nomination and appointment process used for all members. (Board approved 9-22-21).

**ARTICLE IV**  
**Functions of the Board**

Consistent with Section 107(d), as authorized by Public Law 113-128, the functions of the local board shall include the following:

- 4.1** LOCAL PLAN.—The local board, in partnership with the chief elected official for the local area involved, shall develop and submit a local plan to the Governor that meets the requirements in Section 108. If the local area is part of a planning region that includes other local areas, the local board shall collaborate with the other local boards and chief elected officials from such other local areas in the preparation and submission of a regional plan as described in Section 106(c)(2).
- 4.2** WORKFORCE RESEARCH AND REGIONAL LABOR MARKET ANALYSIS.—In order to assist in the development and implementation of the local plan, the local board shall—(A) carry out analyses of the economic conditions in the region, the needed knowledge and skills for the region, the workforce in the region, and workforce development activities (including education and training) in the region described in Section 108(b)(1)(D), and regularly update such information; (B) assist the Governor in developing the statewide workforce and labor market information system described in Section 15(e) of the Wagner-Peyser Act (29 U.S.C. 491–2(e)), specifically in the collection, analysis, and utilization of workforce and labor market information for the region; and (C) conduct such other research, data collection, and analysis related to the workforce needs of the regional economy as the board, after receiving input from a wide H. R. 803—37 array of stakeholders, determines to be necessary to carry out its functions.
- 4.3** CONVENING, BROKERING, LEVERAGING.—The local board shall convene local workforce development system stakeholders, assist in the development of the local plan under Section 108 and in identifying non-Federal expertise and resources to leverage support for workforce development activities. The local board, including standing committees, may engage such stakeholders in carrying out the functions described in this subsection.
- 4.4** EMPLOYER ENGAGEMENT.—The local board shall lead efforts to engage with a diverse range of businesses and with entities in the region involved—(A) to promote business representation (particularly representatives with optimal policymaking or hiring authority from employers whose employment opportunities reflect existing and emerging employment opportunities in the region) on the local board; (B) to develop effective linkages (including the use of intermediaries) with employers in the region to support employer utilization of the local workforce development system and to support local workforce development activities; (C) to ensure that workforce development activities meet the needs of employers and support economic growth in the region, by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and (D) to develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers (such as the establishment of industry and sector partnerships), that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations. Efforts will be made to increase the use of work-based learning, including apprenticeships, pre-apprenticeships, on-the-job training, and other training programs.
- 4.5** CAREER PATHWAYS DEVELOPMENT.—The local board, with representatives of secondary and postsecondary education programs, shall lead efforts in the local area to develop and implement

Approved June 16, 2021

career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.

- 4.6** PROVEN AND PROMISING PRACTICES.—The local board shall lead efforts in the local area to—(A) identify and promote proven and promising strategies and initiatives for meeting the needs of employers, and workers and jobseekers (including individuals with barriers to employment) in the local workforce development system, including providing physical and programmatic accessibility, in accordance with Section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), to the one-stop delivery system; and (B) identify and disseminate information on proven and promising practices carried out in other local areas for meeting such needs. H. R. 803—38
- 4.7** TECHNOLOGY.—The local board shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, and workers and jobseekers, by—(A) facilitating connections among the intake and case management information systems of the one-stop partner programs to support a comprehensive workforce development system in the local area; (B) facilitating access to services provided through the one-stop delivery system involved, including facilitating the access in remote areas; (C) identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and (D) leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.
- 4.8** PROGRAM OVERSIGHT.—The local board, in partnership with the chief elected official for the local area, shall—(A)(i) conduct oversight for local youth workforce development activities authorized under Section 129(c), local employment and training activities authorized under subsections (c) and (d) of Section 134, and the one-stop delivery system in the local area; and (ii) ensure the appropriate use and management of the funds provided under subtitle B for the activities and system described in clause (i); and (B) for workforce development activities, ensure the appropriate use, management, and investment of funds to maximize performance outcomes under Section 116.
- 4.9** NEGOTIATION OF LOCAL PERFORMANCE ACCOUNTABILITY MEASURES.—The local board, the chief elected official, and the Governor shall negotiate and reach agreement on local performance accountability measures as described in Section 116(c).
- 4.10** SELECTION OF OPERATORS AND PROVIDERS.—(A) SELECTION OF ONE-STOP OPERATORS.—Consistent with Section 121(d), the local board, with the agreement of the chief elected official for the local area—(i) shall designate or certify one-stop operators as described in Section 121(d)(2)(A); and (ii) may terminate for cause the eligibility of such operators. (B) SELECTION OF YOUTH PROVIDERS.—Consistent with Section 123, the local board—(i) shall identify eligible providers of youth workforce development activities in the local area by awarding grants or contracts on a competitive basis (except as provided in Section 123(b)), based on the recommendations of the youth standing committee, if such a committee is established for the local area under subsection (b)(4); and (ii) may terminate for cause the eligibility of such providers. H. R. 803—39 (C) IDENTIFICATION OF ELIGIBLE PROVIDERS OF TRAINING SERVICES.—Consistent with Section 122, the local board shall identify eligible providers of training services in the local area. (D) IDENTIFICATION OF ELIGIBLE PROVIDERS OF CAREER SERVICES.—If the one-stop operator does not

Approved June 16, 2021

provide career services described in Section 134(c)(2)

in a local area, the local board shall identify eligible providers of those career services in the local area by awarding contracts. (E) CONSUMER CHOICE REQUIREMENTS.— Consistent with Section 122 and paragraphs (2) and (3) of Section 134(c), the local board shall work with the State to ensure there are sufficient numbers and types of providers of career services and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities) serving the local area and providing the services involved in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.

- 4.11 COORDINATION WITH EDUCATION PROVIDERS.—(A) IN GENERAL.—**The local board shall coordinate activities with education and training providers in the local area, including providers of workforce investment activities, providers of adult education and literacy activities under title II, providers of career and technical education (as defined in Section 3 of the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2302)) and local agencies administering plans under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than Section 112 or part C of that title (29 U.S.C. 732, 741). **(B) APPLICATIONS AND AGREEMENTS.—**The coordination described in subparagraph (A) shall include—(i) consistent with Section 232—(I) reviewing the applications to provide adult education and literacy activities under title II for the local area, submitted under such section to the eligible agency by eligible providers, to determine whether such applications are consistent with the local plan; and (II) making recommendations to the eligible agency to promote alignment with such plan; and (ii) replicating cooperative agreements in accordance with subparagraph (B) of Section 101(a)(11) of the Rehabilitation Act of 1973 (29 U.S.C. 721(a)(11)), and implementing cooperative agreements in accordance with that section with the local agencies administering plans under title I of that Act (29 U.S.C. 720 et seq.) (other than Section 112 or part C of that title (29 U.S.C. 732, 741) and subject to Section 121(f)), with respect to efforts that will enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative H. R. 803—40 efforts with employers, and other efforts at cooperation, collaboration, and coordination.
- 4.12 BUDGET AND ADMINISTRATION.—(A) BUDGET.—**The local board shall develop a budget for the activities of the local board in the local area, consistent with the local plan and the duties of the local board under this section, subject to the approval of the chief elected official. **(B) ADMINISTRATION.—(i) GRANT RECIPIENT.—(I) IN GENERAL.—**The chief elected official in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under Sections 128 and 133, unless the chief elected official reaches an agreement with the Governor for the Governor to act as the local grant recipient and bear such liability.
- 4.13 ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES.—**The local board shall annually assess the physical and programmatic accessibility, in accordance with Section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), of all one-stop centers in the local area. H. R. 803—41.

Approved June 16, 2021

**ARTICLE V**  
**Meetings**

- 5.1** Meetings of the Board, and all committees advising the Board, shall be open and public meetings, in accordance with Chapter 610 R.S. MO 1989, revised 1998. Notice of all meetings, including closed meetings, shall be duly posted, with at least 24 hours advance notice, in conformance with the previously cited open meeting law.
- 5.2** The board will meet a minimum of six times in a fiscal year.
- 5.3** Members of the Central Missouri Chief Local Elected Officials will be welcome to attend all Board meetings but will only be able to participate in their (CLEO) bi-annual meetings or during special meetings called according to the by-laws of the Chief Local Elected Officials and the by-laws of the Board.
- 5.4** Public accessibility to meetings: The Sunshine Law will be adhered to and every effort will be made to ensure that meeting rooms and building entrances are American with Disabilities Act compliant.
- 5.5** Special meetings of the Board may also be called by the Chairperson at such time and place and for such purpose that the Chairperson shall designate. The business conducted at any special meeting shall be limited to the stated purposes of that meeting.
- 5.6** Written notice of regular and special meetings of the Board shall be mailed, emailed or faxed to each member ten (10) calendar days prior to the date of the meeting. A courtesy phone reminder may precede the meeting to determine if there will be a quorum.
- 5.7** Each member of the Board shall have one vote on all matters voted upon. Proxy voting shall not be permitted. Members shall declare conflict of interest, leave the room and refrain from voting when matters under consideration appear to involve real or apparent personal fiduciary interest. In any circumstances on which the Board is voting the award or distribution of funds for goods or services, Board members must abstain from voting or persuading votes in their direction if:
- a. The member is a vendor for the goods or services;
  - b. The member is a subcontractor or vendor for the goods or services;
  - c. The member serves in a Board capacity for any such vendors or contractors.
- All declarations of conflict of interest and abstentions shall be recorded by name in the minutes.
- 5.8** A quorum shall be deemed to be present when at least a simple majority of the membership is present at a meeting or present by telephone connection and at least 51% of the attendees are Private Sector members. Each and every decision of the majority of the members present at any regular or special meeting, where there is such a quorum, shall be valid as the binding act of the Board.
- 5.9** If the aforementioned quorum is not met and there is less than a simple majority of the members present, the Chairperson shall adjourn without any action or deliberations being entered into.



Approved June 16, 2021

- 5.10** The minutes of each meeting shall be prepared and distributed to the Board at least ten (10) calendar days prior to the next meeting. Members will be expected to bring their minutes to the meetings having been reviewed prior to the meeting for any corrections.

**ARTICLE VI**  
**Officers**

- 6.1** The officers of the Board, to be chosen by the members of the Board, shall be a Chairperson, Vice Chairperson, Secretary, and Treasurer. The Chairperson and Vice Chairperson must be business sector members of the Board. The Treasurer and Secretary may be any member of the Board, however, if not from the business sector, they may not assume the responsibilities of Chairperson or Vice Chairperson in their absence. None of the Officers so chosen shall be a resident of the same county as another officer.
- 6.2** All officers of the Board shall be elected every two years in the even years, and shall serve for a two-year period. Nominations may be taken from the floor for any of the officer positions in February and shall be presented to the Board and voted upon in June. Officers will be elected by a simple majority of the votes present at the meeting and shall assume their respective office on July 1, following the election.
- 6.3** Any officer elected by the members of the Board may be removed at any time, with cause, by the vote of a two-thirds majority of Board members. The Chairperson, with the simple majority approval of the Board, shall fill any vacancy occurring in any office for the unexpired term. If the Chairperson's position should become vacant, the Vice Chairperson would fill the unexpired term. The Board will elect a private sector member to fill the vacant Vice Chairperson position for the unexpired term.
- 6.4** Officers are not limited to terms in office with the exception of the Chairperson who is limited to two full consecutive terms. The Chairperson will be eligible for reelection after one full term has occurred.
- 6.5** Duties of the Chairperson: The Chairperson shall preside at all meetings of the Board, be designated as an authorized signatory on instruments for and on behalf of the Board, and perform all duties as may be prescribed by the Board from time to time. The Chairperson shall be entitled to vote on all matters coming before the Board, and any committee providing there is not a conflict of interest.
- 6.6** Duties of the Vice Chairperson: The Vice Chairperson shall act in place of the Chairperson and preside at meetings when the Chairperson temporarily vacates the Chair. In the absence of the Chairperson, the Vice Chairperson shall have all the powers and be subject to all the restrictions of the Chairperson. The Vice Chairperson shall be designated as an authorized signatory on the instruments for and on behalf of the Board.
- 6.7** Duties of the Treasurer: The Treasurer of the Board shall have oversight responsibility of the funds of the Board and shall cause to be instituted acceptable fiscal control of all funds of the Board. The Treasurer shall keep a full and accurate record of all the financial transactions of the Board. The Treasurer shall safeguard trusts and securities, and shall oversee and monitor from time to time the deposits and other transactions of the Fiscal Agent. The Treasurer shall render to the Board an account of transactions and the financial condition of the Board as required by the membership. The Treasurer may delegate financial duties to appropriate staff, as necessary. The Treasurer shall be designated as an authority signatory on instruments for and on behalf of the Board.

Approved June 16, 2021

- 6.8** Duties of the Secretary: The Secretary of the Board shall provide management of external correspondence and ensure that requests made of the Board are relevant and reported and responded to in a timely manner. The Secretary will provide oversight of board staff relating to board documents, records, and membership lists.
- 6.9** The officers and employees who handle funds, or who are custodians of property, shall be bonded in an amount to be determined by the Board.
- 6.10** Any officer and/or the Executive Director may sign checks. The Treasurer will review all transactions and approve by initialing and dating the document.
- 6.11** In the event that the Chairperson and Vice Chairperson are unable to attend and conduct the Board meeting and if the Treasurer or Secretary are not from the business sector, then the group meeting that day will by majority vote select a temporary Chairperson from the business members attending for that day only.

**ARTICLE VII****Fiscal**

- 7.1** Fiscal Year: The Fiscal year of the Board shall be from July 1 to June 30.
- 7.2** Audit Requirements: The financial statements, books and records of the Board shall be examined as of the end of each fiscal year by an independent certified public accountant licensed to practice in the state of Missouri. Audited financial statements, appropriate disclosures, and such compliance or management advisory reports shall be submitted, along with an opinion letter, to the full Board not later than ninety (90) days subsequent to the close of the fiscal year or within thirty (30) days after receipt of the reports. Bids to secure audit proposals will occur and staff will pre-evaluate for compliance and recommendation to the Executive Committee.
- 7.3** Indemnification, Insurance and Bonds: All members of the Board may be indemnified by the Board against expenses actually and reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, in which they are made a part by reason of being or having been such Board member, except in relation to matters that they shall be adjudged to be liable for negligence or misconduct in the performance of duty. Such expenses shall include reasonable settlements; except that no amounts shall be paid hereunder in connection with any such settlements; unless the Board is advised by legal counsel that such person was not derelict in the performance of his/her duty and that such settlement is in the best interest of the Board. The Board is authorized to issue Requests for Proposals for appropriate insurance coverage's to protect the members against liability claims including action in tort. Any member of the Board with the custodial care of cash, checks or negotiable securities, or empowered to authorize the disbursements of same, shall be bonded in an amount to be determined by the Board.
- 7.4** Annually and at least 30 days prior to the end of the fiscal year, the Administrative Entity shall prepare a preliminary budget for consideration by the Board. The preliminary budget will be used until final budget is approved. The proposed budget will be presented to the Board and the Chief Local Elected Officials for final approval prior to implementation.
- 7.5** Dissolution Clause: In the event of dissolution of the Central Workforce Development Board (CWDB) and its Board of Directors (board members), all assets shall be turned over to the Missouri Office of Workforce Development.
- 7.6** The purposes for which the corporation is organized is exclusively charitable and educational within the meaning of Section 501 (C) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law. Notwithstanding any other provisions of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501 (C) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

Approved June 16, 2021

**ARTICLE VIII**  
**General Provisions**

- 8.1** Board members shall be given a per diem "per DWD Travel Policy" in the performance of their duties upon the approval of the Chairperson. The Board shall adhere to the federal mileage reimbursement rate.
- 8.2** Any board member who is absent from three consecutive meetings, either regular or special, without notice and good reason will be given the opportunity to resign from the board or will be removed from the board by a majority vote of the membership.
- 8.3** Vacant positions on the Board shall be filled as soon as possible in order to remain in compliance with the Act and operating as a Workforce Board.
- 8.4** The Central Workforce Board (CWB) shall negotiate, subject to ratification of the Board, a working agreement with the Central Region Chief Local Elected Officials to operate and execute the duties and responsibilities under Public Law.
- 8.5** In recognition of potential "Conflict of Interest", no Board member will vote on issues or budgets if the member or a member's relative within the fourth degree, whether by affinity or consanguinity:
- a. is employed by the bidder
  - b. works for the bidder
  - c. is a general member of the bidder
  - d. is a member of the bidder's governing body; or
  - e. has a financial interest in the bidder.

Approved June 16, 2021

**ARTICLE IX**  
**Amendments**

- 9.1** The By-Laws of the Board may be amended by a two-thirds majority vote of the members present and constituting a quorum at any regular or special meeting of the Board, provided that the notice of such regular or special meeting shall include a draft of the proposed amendment. No other method of amendment shall be permitted.

**ARTICLE X**  
**Parliamentary Authority**

- 10.1** Meetings of the Central Workforce Board (CWB) shall be conducted according to the procedures contained in Robert's Rules of Order, Revised and in accordance with the Missouri Sunshine Law.

**ARTICLE XI**  
**Civil Rights**

- 11.1** The Organization shall be an Equal Opportunity Employer and shall assure that this organization and its subcontractors shall conform to applicable laws, regulations and Executive Orders applying to employment opportunities as found in the provisions of the Civil Rights Act of 1964 (amended), Americans with Disabilities Act of 1990, and all other related laws and regulations.

---

The By-Laws have been adopted by the Board on this 16th day of June, 2021, attested by the Officer  
signatures below. The Attestation For Review of Bylaws form will be sent to each board member for  
signature

DocuSigned by:

T. Peter Callan, Chairman

7BF3B9DB0EEC4A6...

Peter Callan, Vice-Chairman

# Code of Ethics and Business Conduct Policy for Central Region Workforce Development Board, Incorporated (CWDB) Employees and Employees of Sub-Contractors

## Statement of Our Core Values

### Build Trust and Credibility

The success of our organization is dependent on the trust and confidence we earn from our employees and clients. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching goals solely through honorable conduct. It is easy to *say* what we must do, but the proof is in our *actions*. Ultimately, we will be judged on what we do.

When considering any action, it is wise to ask: will this build trust and credibility for CWDB? Will it help create a working environment in which CWDB can succeed over the long term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering “yes” to those questions and by working every day to build our trust and credibility.

### Respect for the Individual

We all deserve to work in an environment where we are treated with dignity and respect. CWDB is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our organization’s success. We cannot afford to let anyone’s talents go to waste.

CWDB is an equal employment/affirmative action employer and is committed to providing a workplace that is free of discrimination of all types from abusive, offensive or harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to human resources.

### Set Tone at the Top

Management has the added responsibility for demonstrating, through their actions, the importance of this Code. In any organization, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example. Again, ultimately, our actions are what matters.

To make our Code work, managers must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. Managers should not consider employees’ ethics concerns as threats or challenges to their authority, but rather as another encouraged form of organization communication. At CWDB, we want the ethics dialogue to become a natural part of daily work.

# Code of Ethics and Business Conduct Policy for Central Region Workforce Development Board, Incorporated (CWDB) Employees and Employees of Sub-Contractors

## **Uphold the Law**

CWDB's commitment to integrity begins with complying with laws, rules and regulations where we do business. Further, each of us must have an understanding of our policies, laws, rules and regulations that apply to our specific roles. If we are unsure of whether a contemplated action is permitted by law or policy, we should seek the advice from management. We are responsible for preventing violations of law and for speaking up if we see possible violations.

## ***Proprietary Information***

It is important that we respect the property rights of others. We will not acquire or seek to acquire improper means of other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of software or other intellectual property.

## ***Selective Disclosure***

We will not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material nonpublic information with respect to CWDB, organization operations, plans, financial condition, results of operations or any development plan. We should be particularly vigilant when making presentations or proposals to clients or ex-employees to ensure that our words do not contain nonpublic information.

## **Avoid Conflicts of Interest**

### ***Conflicts of Interest***

We must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. At times, we may be faced with situations where the organization actions we take on behalf of CWDB may conflict with our own personal or family interests. We owe a duty to CWDB to advance its legitimate interests when the opportunity to do so arises. We must never use CWDB property or information for personal gain or personally take for ourselves any opportunity that is discovered through our position with CWDB.

### ***Here are some other ways in which conflicts of interest could arise:***

1. Being employed (you or a close family member) by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while you are employed with CWDB.
2. Hiring or supervising family members or closely related persons.
3. Serving as a board member for an outside commercial company or organization.



## Code of Ethics and Business Conduct Policy for Central Region Workforce Development Board, Incorporated (CWDB) Employees and Employees of Sub-Contractors

4. Owning or having a substantial interest in a competitor, supplier or contractor.
5. Having a personal interest, financial interest or potential gain in any CWDB transaction.
7. Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all CWDB employees.

Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict of interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from senior management.

### ***Gifts, Gratuities and Courtesies***

CWDB is committed to competing solely on the merit of our products and services. We should avoid any actions that create a perception that favorable treatment of outside entities by CWDB was sought, received or given in exchange for personal organization courtesies. Organization courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom CWDB does or may do business with. We will neither give nor accept organization courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law, regulation or policies of CWDB or customers, or would cause embarrassment or reflect negatively on CWDB's reputation.

Employees with questions about accepting organization courtesies should talk to management.

### **Set Metrics and Report Results Accurately**

#### ***Accurate Public Disclosures***

We will make certain that all disclosures made in financial reports and public documents are full, fair, accurate, timely and understandable. This obligation applies to all employees, including all financial executives, with any responsibility for the preparation for such reports, including drafting, reviewing and signing or certifying the information contained therein. No goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

#### ***Recordkeeping***

We create, retain and dispose of records as part of our normal course of organization in compliance with all policies and guidelines, as well as all regulatory and legal requirements.

# Code of Ethics and Business Conduct Policy for Central Region Workforce Development Board, Incorporated (CWDB) Employees and Employees of Sub-Contractors

All corporate records must be true, accurate and complete, and company data must be promptly and accurately entered in our books in accordance with generally accepted accounting principles.

We must not improperly influence, manipulate or mislead any unauthorized audit, nor interfere with any auditor engaged to perform an internal independent audit of our books, records, processes or internal controls.

## **Promote Substance over Form**

At times, we are all faced with decisions we would rather not have to make and issues we would prefer to avoid. Sometimes, we hope that if we avoid confronting a problem, it will simply go away.

We must have the courage to tackle the tough decisions and make difficult choices, secure in the knowledge that CWDB is committed to doing the right thing. At times this will mean doing more than simply what the law requires. Merely because we can pursue a course of action does not mean we *should* do so.

Although CWDB's guiding principles cannot address every issue or provide answers to every dilemma, they can define the spirit in which we intend to do organization and should guide us in our daily conduct.

## ***Accountability***

Each of us is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about any policy. If we are concerned whether the standards are being met or are aware of violations of the Code, we must speak with management.

CWDB takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

## **Be Loyal**

### ***Confidential and Proprietary Information***

Integral to CWDB success is our protection of confidential information, as well as nonpublic information entrusted to us by employees, clients and other business partners. Confidential and proprietary information includes such things as financial data, how we conduct business, client names/addresses or nonpublic information about other companies, including current or ex-employee actions or affairs. We will not disclose confidential and nonpublic information without a valid business purpose and proper authorization.

## **Do the Right Thing**

## Code of Ethics and Business Conduct Policy for Central Region Workforce Development Board, Incorporated (CWDB) Employees and Employees of Sub-Contractors

Several key questions can help identify situations that may be unethical, inappropriate or illegal. Ask yourself:

- Does what I am doing comply with the CWDB guiding principles, Code of Conduct and policies?
- Have I been asked to misrepresent information or deviate from normal procedure?
- Would I feel comfortable describing my decision at a staff meeting?
- How would it look if it made the headlines?
- Am I being loyal to my family, my employer and myself?
- What would I tell my child to do?
- Is this the right thing to do?

I, \_\_\_\_\_, have read and agree to abide by the CWDB's Code of Ethics and Business Conduct Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Central Workforce Development Board  
Conflict of Interest Policy  
March 20, 2019

The Central Workforce Development Board must abide by the Workforce Innovation and Opportunity Act of 2014, the WIOA Regulations, all applicable Office of Management and Budget (OMB) circulars, state requirements in laws and rules, Office of Financial Management policies and the Missouri state WIOA policies.

**Term to Know - Conflict of Interest** A "conflict of interest" is a situation in which a person has an interest sufficient to influence, or appear to influence, the objective exercise of his or her official duties.

**Ethic:** It is expected that officers and members are loyal to the Central Workforce Development Board mission, and goals. Members will foster friendly and positive working relationships between volunteers and staff speaking positively of the organization to the public while maintaining confidentiality of board business as applicable. Ethical Standards have the potential to lead to the success of the organization. Unethical behavior by an individual board member reflects on the board as a whole, and therefore the organization as a whole.

- A. The officers and members of the Central Workforce Development Board shall neither solicit nor accept gratuities, favors, or anything of monetary value from recipients/vendors or operators of the Workforce Innovation system. No officer or member shall receive any bonus or additional wages due to the cost savings for the company by using the WIOA program and saving the member's employer or themselves money.
- B. No officer or member shall participate in the selection, award, or administration of a purchase or contract with a vendor where to his/her knowledge, any of the following have a financial interest in that purchase, contract:
  - 1. The officer, member or employee;
  - 2. Any member of their immediate family;
  - 3. Their partner;
  - 4. An organization in which any of the above is an officer, director or employee;
  - 5. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment.
- C. **Disclosure:** Any possible conflict of interest shall be disclosed by the person(s) concerned.

- D. Board Action: When a conflict of interest is relevant to a matter requiring action by the Board, the interested person(s) shall call it to the attention of the Board and said person(s) shall not vote on the matter. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall retire from the room during the vote of the Board. When there is a doubt as to whether a conflict exists, the matter shall be resolved by vote of the Board, excluding the person(s) concerning whose situation the doubt has arisen. That person shall not be counted in the quorum.
- E. Record of Conflict: The official minutes of the Board shall reflect that the conflict of interest was disclosed and the interested person(s) was not present during the final discussion or vote and did not vote on the matter.

*My signature below attests that I have read and understand the Conflict of Interest Policy and have revealed any real or perceived conflict of interest as of this date. If none exists today but does reveal itself in the future I will make that known to the Board. The Board will determine the action and I will abide by the decision of the Board.*

I \_\_\_\_\_ (Your Name) \_\_\_\_\_ (Dated) declare that I have read the above Conflict of Interest Policy for the Central Region Workforce Investment Board, Inc. and that I \_\_\_\_\_ (Have) \_\_\_\_\_ (Do Not Have) a Conflict of Interest in my role as board member.

**In the event there is a conflict of interest please state that conflict in the space provided:**

**Local Fiscal Agent**

Central Region Workforce Investment Board, DBA Central Workforce Development Board is the fiscal agent for the Central Region.

Contact information is: Central Workforce Development Board

1107 Kingshighway  
Rolla, MO 65401  
573-426-6030

## PROCUREMENT

Procurement involves the overarching process of buying goods and services. The process includes, but not limited to, purchase planning, sourcing activities, value analysis and strategic vetting of vendors, vendor selection, negotiations, and the actual purchasing of goods and services. It is important not to equate the procurement process with the “purchasing.”

Purchasing of goods and services is a subset of a broader procurement process, and can best be described as the process involved in ordering goods and services. This segment references the applicable Federal, state and agency requirements governing the procurement of goods and services using DWD administered grants.

The Uniform Guidance, 2 CFR 200.317-200.326, provides procurement standards for all recipients of Federal grants. All Sub-recipients and their sub-recipients must establish procurement policies and procedures that are within the guidelines of 2 CFR 200.317-200.326.

Additionally, all Sub-recipients and their sub-recipients must be guided by the following provisions:

1. All applicable WIOA and USDOL regulations must be followed.
2. The Missouri statutes authorize the Division of Purchasing and Material Management (DPMM) to provide procurement services through a joint purchasing program to political subdivisions and quasi-public governmental bodies. Sub-recipients and their sub-recipients are equally encouraged to use this resource. Additional information, member listing, and a membership form for the Cooperative Procurement Services program can be found at [www.oa.mo.gov/purch](http://www.oa.mo.gov/purch).
3. For purposes of this Manual, ‘purchase’ shall mean acquisition of any goods or services, including selection of service providers or staffing services/agencies. Sub-recipient must, therefore, not utilize simple purchasing procedures to procure services that invoke full procurement procedure.
4. Sub-recipients and their sub-recipients must incorporate the following guidelines into their procurement policy:
  - a. A documented written assessment procedure to determine need. The assessment must include the name of the preparer, the date it was prepared, and evidence of approval by a designated officer – usually a board member.
  - b. A documented written procedure to determine resource availability vis-a-vis cost, and who determined resources were available, date of the evaluation, how it was done, and what type of procurement must be followed based on the cost estimate.

Needs Assessment – A documented, written assessment shall be made to determine need. This could be as simple as a purchase order request to a research study. This item is required of all procurements, including contract extensions or modifications and proposals. The needs assessment document should indicate who prepared the assessment, when it is done, how it was prepared, and research a logical

conclusion. The approval process (if any) should also be supported by either written approval or initials affixed to the assessment.

Cost Estimate and Evaluation Resources – A documented, written estimate of the cost shall be done to determine if resources are available to initiate every purchase and to determine which procurement options are appropriate. The written cost estimate should show who prepared it, when, and what sources were used. The evaluation of resources should show who determined that the resources were available, date the evaluation was made, and how it was made.

Procurement Process – Based upon the estimated cost the agency shall determine, by written documentation, what procurement options are allowable and select the appropriate option. Procurement options are based on meeting 2 CFR Part 200 minimum requirements plus any more restrictive local requirements.

Splitting purchases for the purpose of circumventing this process is prohibited.

Contract extensions are not required to re-procure if allowed by the original Request for Proposal and contract agreement. Contracts may be extended beyond the original term date under extraordinary circumstances (such as changes in legislation, etc.). Any special extension will be at the discretion of the Workforce Development Board and will not exceed one year in duration. Such extension shall be executed by formal contract amendment. Budgets, as applicable may be increased/decreased as deemed appropriate.

A. Purchase Less than \$3,500.00

This type of purchase may be made from any local vendor without solicitation of bids. The agency is required to utilize the best known price. The purchase order, needs assessment, cost estimate, and invoice are the only documentation required.

B. Purchase of \$3,501.00 up to \$24,999.99

This type of purchase requires three written bids from separate vendors. The agency shall prepare a written description of the item(s) or services(s) and give it to all prospective bidders. Request for Bids shall be sent to an adequate number of offerors exceeding three to ensure receipt of at least three bids. Each written response shall be analyzed to ensure that it meets the description. Those that meet the descriptions are considered bids. "Lowest and Best" may be utilized for awarding services contracts. However, prior to award, all bidders must be aware of the analysis that will be used to establish this award. The person making the analysis shall prepare a written price analysis of each bidder to determine cost reasonableness and the methodology for selection. The written description and all responses shall be retained. Each shall be noted as bids or not bids and the person making that determination shall sign or initial each response. The written analysis of each bidder and the methodology for selection shall be signed and retained.

C. Purchase of \$25,000.00 or More

This type of purchase requires a formal advertised Competitive Bid Process unless exempted. The following items must be included in that process:



1. Advertisements – The need for an item or service must be presented to the public in at least two newspapers of general circulation, which should be selected to provide the best coverage of an area. Additionally, written notification of request for bids shall be made to an adequate number of offerors exceeding three to ensure receipt of three bids. Advertisements are to be documented by a tearsheet (a copy of the actual ad) and certification of publication (a notarized statement confirming publication). All bids of this nature will be listed on the C-WIB website.
2. Preparation of RFP – Either a Request for Proposal (RFP) or an Invitation for Bid (IFB) must be prepared to tell prospective bidders what they must know to submit their bids. An RFP is a solicitation procedure and a document that indicates what is to be accomplished and requests the bidder to indicate how it will be accomplished and the cost. A copy of the original RFP or IFB and any amendment thereto shall be retained. A list shall be maintained of who received RFP(s) or IFB(s). The RFP is not used when there is a “standard” associated with the requirement. In using an RFP, the contracting agency may elect to award the contract by using one of several proposal evaluation methods.

Evaluation on a point system (40 points cost, 20 points experience, 20 points expertise, and 20 points plan) or on a priority system (proposals that meet the minimum requirements are ranked “best to worst” and funded until all funds are obligated). This permits consideration of other factors in addition to price.

An IFB is a type of procurement and a document used in a formal competitive bidding process. The documentation contains a precise statement and complete specification of what will be purchased. Because it allows no choice in how the work will be performed, it essentially requests only a cost from the bidder. The IFB is appropriate for use in purchasing services for which there is a known industry/professional or other mandated standard governing the quality and test for acceptability for the work to be performed. The IFB states contractor qualifications, terms, conditions, and task/requirements, allowing only one interpretation. Therefore, each bidder is bidding on exactly the same thing. It is this characteristic that permits bid comparison and contractor selection solely on the basis of price.

3. Distribute the RFP/IFB – The RFP or IFB shall be sent to anyone responding to the advertisement. Additionally, the agency shall also send it to known vendors exceeding three in an attempt to get as many bids as possible.
4. Form an Evaluation Committee – An evaluation committee must be formed with at least three members. The number of members and the makeup of the committee should be such that there is no appearance of impropriety. The appointment of the evaluation committee shall be done in writing and retained.
5. Hold a Pre-Bid Conference – It is advisable to hold a meeting with prospective bidders to answer questions and clarify issues. This conference may disclose the need for written amendments to correct or clarify the original RFP or IFB. A list should be maintained of those attending the pre-bid conference.

6. Receive and Log Bids – Bids received shall be time stamped, logged, and placed under lock until the bid opening. Bids received after the closing time should be returned, unopened to the bidder and a note shall be made for any bids returned to be filed with the log. One copy of each bid, including the envelope it was sent in, should be retained with the log of bids received.
7. Open Bids – Bids shall not be opened prior to the stated closing time and date. The bids should be opened by at least two people and a note shall be made of those attending the bid opening. The bids are then forwarded to the members of the evaluation committee.
8. Evaluate the Bids – Committee members should read all bids before meeting as a group. The committee shall schedule a meeting to evaluate the bids. The first item of business is to determine if each bid is responsive. Responsive bids are those that conform to the essential elements of the solicitation. Non-responsive bids may be omitted from further analysis. A written report deeming each bidder either responsive or non-responsive must be prepared with adequate documentation of the reasoning for any bid deemed non-responsive. All response bids must have the following:
  - a. The responsive proposals should be analyzed in accordance with the evaluation criteria.
  - b. The committee must make the contract award(s) decision based upon their evaluation. The committee will either make the award, if empowered to do so, or make a recommendation to the appropriate authority for award. The committee may also recommend that no award be made, if there are reasons why the award is not in the best interest of the program.
  - c. The committee shall prepare a formal report on the award, recommendation for award or lack thereof.
  - d. Competitive-Formal Advertised Competitive Bid Process does not have a minimum number of proposals required; however, should only one be received or deemed responsive, it is imperative that reasonableness of cost and price analysis is completed.
9. Debarred and Suspended Parties – No agency or its sub-recipients shall make any sub-grants or permit any contract or sub-contract at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.
10. Award – Either the committee or the appropriate authority shall issue an award notice to the successful bidder. The appropriate authority may take the committee recommendation; reevaluate the bids based on all applicable requirements included in the procurement system guidelines or throw out all the bids. If the committee recommendation is not taken, the appropriate authority shall prepare a formal report on the award or lack thereof.
11. Three Bids Unavailable Waiver – The three bid requirement described above may be waived when the service region has determined that there is only a single feasible source for the supplies and/or services. A single feasible source exists when:
  - a. Supplies are proprietary and only available from the manufacturer or a single distributor;
  - b. Based on past procurement experience, it is determined that only one distributor services the region in which the supplies are needed; or

- c. Supplies are available at a discount from a single distributor for a limited period of time.
12. Items Exempt from Competitive Procurement: Sole Source Exemption – Exempt procurements must follow the requirements in this section of the guide dealing with reasonableness of cost and price analysis, cost reimbursement basis, and debarred and suspended parties. Agencies are required to select the best known price from vendors.
- The following items are exempt from competitive procurement:
- a. Magazines
  - b. Books
  - c. Periodicals
  - d. Newspapers
  - e. Any form of direct advertising space and time, unless there are multiple businesses in the area able to provide the same services to the same coverage area needed and same demographics.
  - f. Conferences – The cost of attending or participating is exempted. The cost of putting together a conference is not exempted.
  - g. Training Sessions and Seminars – related to the individual's profession or program.
  - h. Copyrighted materials such as films, film strips, books, pamphlets, video tapes, or audio tapes (computer software is not included in this category). Copyrighted materials are defined as those which are available for purchase from only the publisher owning an exclusive copyright or from a single distributor operating under an exclusive franchise from the publisher.
  - i. Update of computer software which the agency already owns.
  - j. Repair services and operational supplies from original manufacturer, if such repairs/parts/services/supplies must be performed or obtained by the original manufacturer or by the manufacturer's authorized service center, because (1) the nature of the repair, service, or supplies are available only from the original manufacturer as a result of a lawful patent, or (2) the technical nature of the repair or service can only be performed by the original manufacturer due to a patent design or technical manufacturing process, or (3) repairs of such equipment would violate the terms of, or part of, the equipment warranty or purchase agreement.
  - k. Agencies eligible to acquire equipment from either State or Federal surplus property may do so without any additional procurement practices.
  - l. Agencies eligible to buy from state contract awarded by the Division of Purchasing may do so without any additional procurement practices.
  - m. Agencies may contract with DWD to provide statewide coordinated services.
  - n. Agencies may contract with the State of Missouri, Department of Elementary and Secondary Education (DESE) to provide educational services provided DESE does so at no additional administrative cost.
13. Emergency Purchases – Emergency purchases for a situation that creates a serious and obvious threat to public health, safety or operation of the agency in executing its legal responsibilities to the public, or property in its legal care or control, as may arise by reason of flood, epidemic, illness, riot, natural disaster, accident, equipment failure, or similar cases will require strict documentation of the existing emergency condition to be filed with the purchase order and invoice.

An emergency purchase can only be allowed when immediate action is necessary to resolve an extraordinary situation and the resolution of the condition receives priority over routine operations and duties of the agency.

The director of the agency, or someone acting in the director's capacity, must declare an emergency. Non-life-threatening emergencies in excess of \$2,500.00 require telephone concurrence from DWD. A written notification shall follow the telephone concurrence.

14. Sale of Agency-Owned Equipment – In the event that agency-owned equipment under \$5,000.00 is replaced or no longer deemed necessary or viable, the said equipment will be put up for sale. Attempts must be made to find the "Fair Market Value" of said item. A full disclosure of said item will be provided to interested bidders. Sealed, unopened bids will be solicited by placing an advertisement in at least one (1) local newspaper and on the C-WIB website for a period of at least one (1) week, not to exceed three (3) weeks. Items will be sold to the highest bidder. Agency-Owned and/or Other-Owned equipment in excess of \$5,000.00 will require the original awarding agency's permission before disposal and in accordance with their instructions.

## CWDB Budget for PY21/FY22 - Board Approval June 16, 2021

WIOA State Budget			\$3,403,210.00
WIOA Admin 10%		\$ 340,321.00	
Admin Expenses			
Salaries	\$ 186,500.64		
Required Taxes	\$ 17,047.09		
Retirement	\$ 8,202.40		
Health Insurances	\$ 22,656.00		
CWDB Rent/Utilities	\$ 10,128.00		
CWDB Office Expense	\$ 2,690.00		
CWDB Computer Expenses	\$ 8,014.00		
CWDB Travel	\$ 3,100.00		
CWDB Required Insurances	\$ 17,552.50		
CWDB Audits	\$ 25,000.00		
Total Admin Expenses		\$ 300,890.63	
Carry Over CWDB Admin Budget to PY22/FY23		\$ 39,430.37	
WIOA Program		\$ 612,389.00	
Salaries	\$ 183,061.62		
Required Taxes	\$ 19,135.12		
Retirement	\$ 9,043.20		
Health Insurances	\$ 26,064.00		
CWDB Rent/Utilities	\$ 10,128.00		
CWDB Office Expense	\$ 2,690.00		
CWDB Computer Expenses	\$ 8,014.00		
CWDB Travel	\$ 3,100.00		
CWDB Required Insurances	\$ 17,552.50		
CWDB Audits	\$ 25,000.00		
Job Center Cost Share with State	\$ 163,680.00		
Total Program CWDB Expenses		\$ 467,468.44	
Carry Over CWDB Program Budget to PY22/FY23		\$ 144,920.56	
COPIC Budget		\$2,450,500.00	
COPIC Salaries/Fring	\$1,000,000.00		
COPIC Office/Supplies	\$ 102,725.00		
COPIC Program	\$1,347,775.00		

### **Complaint and Grievance Policy/EEO Policy**

The Central Workforce Development Board will follow the state policy, OWD Issuance 09-2016, on Complaint and Grievance Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act, or other current guidance on the topic located at [jobs.mo.gov/dwdissuances](http://jobs.mo.gov/dwdissuances).

The Board will comply with Section 188 and 29 CFR 38 of WIOA which prohibits discrimination against individuals who apply to, participate in, work for, or come into contact with programs and activities of the workforce development system, including partners that are part of the American Job Center delivery system. Section 188 prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, among other bases.

## Central Region Supportive Services Policy

Central Region  
Attachment 13  
November 4, 2021

Supportive Services are not an entitlement. WIOA defines Supportive Services as services necessary to enable an individual to participate in activities authorized by WIOA.

Due to funding limitations, WIOA Supportive Services are the last resort; all other sources of funding must be sought first. All attempts to find other Supportive Services funding, and the reasons for needing WIOA funding must be documented in MoJobs Service Notes. Job Centers have compiled community resource guides that list organizations, including faith-based groups that may provide assistance for participants. Referrals and/or collaborative discussions with these organizations regarding the availability of their resources to fund supportive service needs of clients will be made prior to using WIOA funds for supportive services. CWDB will follow the applicable guidelines for other funding sources.

Note: With the exception of Youth participants, individuals in follow-up may not receive any program-funded supportive services. Career planners may provide a program-funded supportive service only if the service is connected to the individual's participation in a career or training service. The program-funded supportive service must end when the career or training service ends.

Subrecipients contracted with CWDB to provide Supportive Services must comply with Uniform Guidance (2CFR Part 200). This requirement will be included in the subrecipient contract.

*Identify the local areas policy for supportive services and/or needs based payments to enable individuals to participate in Title I activities. This policy should address how resources and service coordination is managed in the local area and the procedures for referrals to services. In addition, this policy should identify:*

### ***How such services will be funded when they are not otherwise available from other sources***

The Central Region's local policy allows CWDB subcontractors to allocate a percentage of their programmatic budget to provide Support Services when assessed necessary to assist WIOA eligible low-income adults, dislocated workers and low-income youth with existing barriers to employment. WIOA funding is utilized as a last resort to meet the assessed need. Financial Needs Determination is completed in MoJobs to evaluate the need. Once need is established the team member assisting the participant completes a "Support Service Request" form to request support. Depending on the customer's need, this form may be completed at any level of service, however, funding availability dictates assistance at all service levels. When Support Service is provided, the participant's Employment Plan must be updated to reflect the Support Service and a service note must be entered describing the benefit to the participant in their ability to successfully complete training and enter employment.

The services that may be provided include, but are not limited to:

- Uniforms or specified types of clothing needed during job search, training participation, or employment, including personal protection devices;
- Interview clothing, hygiene supplies and hair cut/style when assessed necessary.
- Assistance with books, fees, school supplies, and other necessary items for postsecondary education;
- Linkages to community services;
- Assistance with educational testing;
- Legal-aid services;
- Referrals to health care;

- ADA accommodations to assist participants who have disabilities and are ineligible for assistance through accommodation resources listed on <https://jobs.mo.gov/dwde0#Disability%20Accommodations%20Resources> or through Vocational Rehabilitation; and are applicable to training, employment activities and/or job retention. In most cases, documentation is required to support each requested accommodation. This information is secured in a locked cabinet.
- Childcare and Dependent care; assistance is allowed for participants to attend training, work experience, complete job search, or the initial weeks of OJT or unsubsidized employment. The child care provider's weekly rate will be used; minus assistance in that same week paid by other supporting agencies such as FSD childcare payments. The weekly rate and amounts received from other agencies, in requested week(s) must be documented by the childcare provider. If the provider only charges a daily rate for a child, then this rate will need to be documented and explained by the provider that they are charging the customer a daily rate and how the rate is charged based on attendance of the child.
- Housing related expenses including a one-time house or rental payment and/or deposit, utility payment, or a deposit to activate service.
- Small equipment and/ or tools needed for training and/or employment.
- Transportation assistance may be provided to individuals during job search, training participation, and during the initial weeks of employment.
- Payments for drug testing, mental evaluations, medical evaluations, exam fees, and other employment or training related fees may be authorized when deemed appropriate and beneficial to the participant's goal attainment.
- *Emergency Aid: Emergency Aid is a **one-time or rare** expense paid to allow a customer to continue participating in WIOA activities, such as school, work experience, OJT, etc. If the customer is having extreme financial difficulty, staff should be assisting him/her with needed financial information (development of a budget, credit counseling, debt management, etc.).*  
*Emergency aid payments must be well documented in Service Notes. If there is confidential information, Service Notes should refer to the "hard" file.*

*Examples of emergency assistance include, but are not limited to: payment of utility bills, a car insurance payment; a one-time house or rental payment and/or deposit, a deposit to activate services, and vehicle repairs.*

*Note: The following items are not provided by WIOA funding: computers, computer equipment, computer program software, peripherals, electronic and wireless equipment.*

***Documentation required for requesting service:***

Job seekers must meet WIOA eligibility as a low income adult, youth or dislocated worker. The financial needs assessment must be completed.

The Support Service Request form must be completed and clearly state the reason for the request, the dollar amount needed and how authorization of the request will benefit the job seeker . There must be evidence that non-WIOA resources are not available to assist the job seeker in



meeting the identified need. Bids may be required to ensure the most reasonable cost for the identified service or product. There must be evidence verifying the vendor's agreement to accept payment from the subcontractor to pay for the service or product needed. Completed job logs, attendance forms and other related documents may be requested prior to issuing the Support Service Payment. When support is requested to assist with travel costs associated with new employment, the request form must state when the first payroll check will be received and the number of hours the first check will include. It may be necessary to provide support during the initial weeks of employment as determined by the financial needs assessment.

The Financial Needs Determination must be completed prior to determining support services eligibility. After completing the form, the results must show a negative balance or a minimal balance that would not support the needed expenditure.

Support Services are reported in MoJobs when awarded. Staff verify that Support Services have not been provided by another region for the same situation and timeframe that is being requested; if so, services will be denied. If Support Services have been provided from another region for a different timeframe, staff will consider providing services. For example, if a participant is enrolled in COT and is at risk of dropping out of school due to lack of gas money, staff will attempt to assist even if the participant has received gas money previously from another region.

#### MoJobs Service Notes

All Supportive Services must be documented in MoJobs and include at a minimum all of the following:

- The type of Supportive Service paid (e.g., transportation, childcare, etc.);
- The amount of Supportive Service paid;
- The timeframe the Supportive Service was paid for;
- The justification of need for the Supportive Service; and
- Lack of other community resources.

In all cases, staff must review Service Notes prior to making any Supportive Service payments to avoid duplicate payments.

#### Responsibilities

It is the responsibility of staff to provide accurate information to the customer including:

- If supportive services are requested or determined necessary, if he/she is eligible;
- If he/she has is no longer eligible to receive the supportive service for any reason (i.e. cap met, no longer has a need, etc.); and

- The requirements (e.g., paperwork, attending classes, etc.) to receive the Supportive Services.

*The maximum dollar amount and length of time for each supportive service (i.e. transportation, childcare, etc.) or needs based payments available to participants:*

The recommended average amount of support services per participant in a program year is \$1,000. The maximum dollar amount for supportive services may not exceed a cumulative amount of \$2,500 per participant in a program year. Funding must be available in the budget and all processing requirements must be met.

There is a maximum annual total investment limit of \$10,000 per participant which includes all classroom training, supportive services, and work-based learning.

The limit may only be waived by the Executive Director and for very limited circumstances. These circumstances include special grants and priority populations, such as Justice Involved Individuals and individuals impacted by special events, such as a natural disaster or other extenuating circumstances.

Transportation assistance may be provided to individuals during job search or training participation. "Map Quest" will be used to determine the distance between locations and payment will be based on these results. Transportation costs will be reimbursed to the participant as follows:

- The reimbursement rate is a maximum of .43 per mile as determined by need as funding allows.
- To be eligible for travel reimbursement, the distance must be a minimum of 12.5 miles one way.
- Distance to and from the authorized location will be documented with Map Quest or a similar mapping service and retained in the participant's hard file.
- Emergency gas purchase may be provided on an as need basis.

Note: If at any time the mileage reimbursement amount meets the full IRS allowable amount, no automobile repairs will be paid for.

Authorization of Support Services is based on funding availability and the financial need of the eligible participant. In all cases CWDB directs subcontractors to safeguard state and federal tax dollars by utilizing the lowest bid or lowest purchase price available to purchase needed items/services.

### **Needs-Related Payments**

Needs-related payments can be provided to Adults, Dislocated Workers, and Youth to enable them to participate in training. They must be currently participating or enrolled to begin a training program within thirty (30) calendar days.

Eligibility requirements for Adults and Youth:

- Must be unemployed;
- Not qualify for, or ceased qualifying for Unemployment Insurance (UI) compensation; and
- Be enrolled in an eligible WIOA training service.

Eligibility requirements for Dislocated Workers:

- Must be unemployed;
- Not qualify for, or ceased qualifying for UI compensation or Trade Readjustment Allowance under Trade Adjustment Assistance; and
- Be enrolled in an eligible WIOA training service:
  - By the end of the thirteenth (13<sup>th</sup>) week after the most recent layoff that resulted in a determination of the worker's eligibility as a Dislocated Worker; or
  - After the thirteenth (13<sup>th</sup>) week, or if later, by the end of the 8th week after being informed that a short-term layoff will exceed six months; or
  - Did not qualify for UI compensation or Trade Readjustment Allowance but is enrolled in a program for training services authorized by WIOA Sec. 134(c)(3).

Needs-Related Payment Levels:

The payment for Adults or Out-of School Youth cannot exceed the poverty level for a family of one for an equivalent period using the U.S. Health and Senior services poverty guidelines for the current calendar year. The weekly payment level will be calculated by dividing the poverty level by 52 weeks. That amount will be paid for a maximum of eight (8) weeks.

For Dislocated Workers, payments cannot exceed two possible levels:

- If the participant is eligible for UI compensation resulting from the qualifying dislocation, payment may not exceed the applicable weekly level of UI compensation.
- If the participant did not qualify for UI compensation resulting from the qualifying dislocation, payment cannot exceed the poverty level for an equivalent period using the U.S. Health and Human Services poverty guidelines for the current calendar year.

As with all supportive services, the provision of services is dictated by the availability of funding.

### **Trade Act Funding**

If a customer is enrolled in Trade Act, this funding source must be utilized prior to WIOA funding. If the customer needs resources not covered by Trade Act, local policy will be followed to provide needed services.

**National Emergency Grant (NEG)**

NEGs provide supplemental dislocated worker funds to respond to the needs of dislocated workers and communities affected by major economic dislocation events which cannot be met with formula allotments. Since NEGs serve a specific layoff or group of related layoffs, only one Supportive Service Policy is allowed per NEG. Therefore, if there are multiple regions within the same NEG, the regions must submit only one Supportive Service Policy that is based upon the combined policies of affected local areas to ensure equitable services. This Policy is as an attachment to other planning documents during the “Project Planning Period” of the NEG.

**Pell Grant**

DWD Issuance 18-2016 addresses the “Coordination of all Workforce Investment Act (WIOA) Title I-B Training Funds with Other Available Funding.” This Issuance should be adhered to when determining funding including Supportive Services.

**Note:**

- Duplicate payments must be avoided when the customer is eligible for both WIOA and other assistance.
- The mix of funds should meet the needs of the customer and be determined based on the availability of funding for either training costs or Supportive Services so that the training can be completed successfully.
- Simply reducing the amount of WIOA funds by the amount of Pell Grant funds is not permitted.

**CWDB may make exceptions to this supportive service policy under special circumstances with the approval of the executive director, providing the policy exception is within State guidelines.**

Priority Level II

A member of a family whose annualized income does not exceed 250% of the HHS Poverty Guidelines for the current calendar year may be considered in need of individualized and/or training services in order to obtain or retain employment that allows for self-sufficiency. Individuals in this category must meet one of the following conditions that impair the individual's ability to achieve or maintain self-sufficiency:

1. A need for additional training to learn skills related to new technologies and/or processes in order to retain current employment or obtain new employment leading to self-sufficiency.
2. Conditions that prevent the participant from maintaining self-sufficiency due to part-time hours, low hourly wage, or being employed in a declining industry with the region.

## Adult Priority of Service Policy

Veterans and their eligible spouses receive priority of service for all DOL funded job training programs, including the WIOA Adult program (20 CFR 680.650).

In addition to priority of service for veterans, top priority is assigned to:

- Public –assistance recipients;
- Low-income individuals, and
- Individuals who are basic-skills deficient (including English language learners).

Other eligible individuals outside of the top-priority groups have access to these services. It is a goal that at least 75% of participants receiving individualized career and training services in the Adult program are from at least one of the priority groups identified above. The priority of service rate will never be lower than 50.1%.

Wagner-Peyser and WIOA funds are used to provide Career Services. Both Wagner-Peyser and WIOA staff will provide Basic and Individualized Career Services to customers. Any Career Service provided by WIOA-funded staff not defined as self-service or informational-only, requires enrollment in the WIOA program for which the participant is determined eligible.

In the event that an Adult customer is over-income, the following policy will be followed. Note: there is no income restriction to receive basic career services.

### Serving WIOA Adults Who Are Over-Income

Recognizing the priorities available in WIOA (ETA 680.600), the Central Region will make participant funds available as state below:

A minimum of 80% of Title I WIOA Adult finds will be allocated to Priority Level I, and a maximum of 20% of Title I WIOA funds will go directly to Priority Level II (if needed, a board vote will be required to adjust percents during a program year).

#### Priority Level I

1. An individual who receives, or is a member of a family who receives cash public assistance;
2. An individual who receives, or is a member of a family who receives, or has been determined with the six months prior to eligibility determination, eligible to receive food stamps;
3. A member of a family whose annualized income does not exceed the higher of (a) Department of Health and Human Services poverty guidelines, or (b) the Department of Labor's Lower Living Standard Income Level;
4. A member of a family whose annualized income does not exceed 200% of the Health and Human Services (HHS) Poverty Guidelines for the current calendar year.

**Adult/Dislocated Worker – Training Expenditure Rate  
Criteria for Training Recipients**

The Central Region will provide training opportunities for Adult and Dislocated Workers who are in need of training and have met the following criteria:

- The participant has been engaged in career level services and has been unsuccessful in obtaining or retaining employment through these services.
- The participant has demonstrated through assessments that they possess the skills and abilities necessary to successfully participate in the selected training program.
- The training program is linked to in-demand employment opportunities in the Central Region. If a program is not linked to in-demand employment opportunities, the participant must provide a written request and justification to the CWDB executive director who will determine if an exception can be made.
- The participant is not able to obtain grant assistance from other sources to pay the costs of the training and related support services. State-funded training funds, Trade Adjustment Assistance, and federal Pell Grants must be applied to the training cost if applicable.

**A 60% maximum will be spent on staffing and non-participant costs and the other 40% will be spent on direct participant costs such as training, supportive services, etc.**

Individuals must be in need of training services and have the skills and qualifications required to successfully participate in the selected training program. The training must be linked to employment opportunities in the region.

### **Youth Barriers Eligibility Policy – Additional Assistance Barrier**

The barriers that may require additional assistance for In School Youth or Out of School Youth to enter or complete an educational program or to secure or hold employment may include, but are not limited to:

Children of incarcerated parents

Youth at risk of court involvement

Migrant Youth

Youth with family literacy problems

Youth dealing with domestic violence

Youth dealing with substance abuse issues

Youth lacking occupational goals, skills and/ or work history

Youth with chronic health issues

Youth with U.S work authorization

Youth homeless in last 90 days or chance of homelessness in next 90 days

For In School Youth – at risk of dropping out of school

#### **Youth dislocated from employment**

Documentation may include self attestation, school records, public court records, birth certificate, authorization to work, treatment services documentation, medical records, social security card, individual service strategy, and case notes.

**WIOA requires a 5% limitation on using "Requires Additional Assistance" as a barrier for In-School Youth. Only 5% of In-School Youth may be determined eligible through this barrier; this barrier should only be used as a last resort. The "Requires Additional Assistance" barrier should not be used if there is another qualifying barrier.**



### WIOA Youth Program Incentive Policy

The Central Workforce Development Board will award incentive payments to enrolled youth participants for recognition and achievement directly tied to training activities and work experiences to help ensure successful program outcomes. Incentives will be awarded to participants based upon their progress and/or achievements of milestones in the program tied to education, training, or work experience as outlined in their Individual Service Strategies.

The awardment of incentives must be tied to the goals of the specific program, outlined in writing before the commencement of the program that may provide incentive payments, and be in accordance with requirements contained in 2CFR part 200. The applicable documentation will be required.

Federal funds cannot be spent on entertainment costs, therefore, youth incentives may not include entertainment such as movie or sporting event tickets or gift cards to movie theatres or other venues whose sole purpose is entertainment. Incentives cannot be used as motivators for activities such as recruitment, submitting eligibility documentation, and participation in the program. Incentives are not allowed for workshop participation or for taking assessments such as the National Career Readiness Certificate. Incentives may not be paid to Youth who have exited the program and are now in follow-up, or to Youth for obtaining unsubsidized employment, entering the military or retaining employment. CWDB will exercise internal controls to ensure fiscal accountability in the payment of incentives.

A participant may receive more than one incentive for the achievement of multiple outcomes. Incentives cannot be awarded during the 12-month follow-up period. Due to availability of funds, incentive amounts may vary throughout a program year. **The total dollar amount a participant can receive in incentives shall not exceed \$500.00 per program year.**

Requests to receive incentives for achievement of GED, high school diploma, post-secondary degree or advanced training certification **must** be submitted within 3 months of attainment for incentive pay out.

All other incentives must be validated, by the participant, with any required proof of attainment, within 30 days of the date of achievement. Failure to meet this requirement will result in denial of the payment.

Allowable milestones for incentive payments by the region are:

Incentive Achievement	Incentive Amount
Obtain High School Equivalency Credential (HiSET)	\$100
Graduate from High School	\$100
Post-secondary degree, advanced training certification	\$100
Increase in Educational Functional Level	\$25
Earn a class grade level of A for semester	\$10 per A
Earn a class grade level of B for semester	\$5 per B
Completion of Career Club	\$100.00
Completion of Work Experience	\$100.00

Note: The hourly rate for Career Club and Youth Access, which are components of Work Experience cannot exceed \$13.00 per hour. The actual wage for Work Experience (work tasks completed at job site) is the employer's entry level wage or \$13.00 per hour minimum.

### Veterans Priority of Service

Department of Labor (DOL) TEGL 3-15, states that veterans and eligible spouses receive priority of services for all DOL-funded training programs which include WIOA programs.

TEGL 10-09 states that when programs are statutorily required to provide priority of service for a particular group of individuals, priority must be provided in the following order:

First – to veterans and eligible spouses who are also included in the groups given statutory priority for WIOA Adult formula funds. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive first priority for services provided with WIOA Adult formula funds.

Second – to non-covered persons (individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA Adult formula funds.

Third – to veterans and eligible spouses who are not included in WIOA's priority groups.

Last – to non-covered persons outside the groups given priority under WIOA.

The Disabled Veterans Outreach Program (DVOP) and Local Veterans Employment Representatives (LVERs) are fully integrated into the Central Region Job Centers in order to assist veterans with significant barriers to employment to overcome their barriers and become employment ready. The LVERs will work with employers to create job opportunities for the veterans that are ready for employment. DVOPS will share case management for veterans enrolled in WIOA and other programs with the providers of those programs.

Steps to ensure priority of service:

- Identifying veterans and other covered persons using the acceptable documentation;
- Coordinating service delivery, outreach, employer and all other related activities with Local Veterans Employment Representative (LVER) and Disabled Veterans Outreach Program (DVOP) staff;
- Identifying employers who are interested in hiring veterans;
- Promoting job fairs for veterans and eligible spouses before other customers;
- Assisting veterans and eligible spouses before other customers;
- MoJobs allows registered Veterans to view job postings 24 hours before the public.

Veterans' priority is a requirement in all programs funded wholly or in part by DOL. Veteran's Priority of Service applies to both veterans and certain eligible spouses. The term *Covered Person* includes eligible spouses and veterans. Priority will be measured in terms of enrollment in affected programs. Referral to the DVOP/LVER does not constitute priority of service. For all programs with statutory requirements, covered persons must meet the program eligibility requirements in order to obtain priority of service.

## Basic Skills Assessment Policy

The WIOA youth program design requires an objective assessment of academic levels, skill levels, and service needs of each participant, which includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs and developmental needs. Assessments must also consider a youth's strengths rather than just focusing on areas that need improvement.

In assessing basic skills, CWDB will use assessment instruments that are valid and appropriate for the target population, and will provide reasonable accommodation in the assessment process, if necessary for individuals with disabilities.

TABE 11/12 and Workkeys will be the primary assessments used to determine basic skill levels. Subcontractor staff are trained to administer and proctor these assessments.

ACT WorkKeys and the resulting National Career Readiness Certificate (NCRC) are currently an integral part of Missouri Government's Training and Certification programs through Missouri Job Centers. The NCRC is the credential utilized by Missouri Work Ready Missouri. It is a recognized assessment for verifying basic skills for WIOA by the MoJobs system. WorkKeys assessment results crosswalk with the NRS Educational Functioning Levels (EFL).

The TABE 11&12 assessment by DRC Insight is another recognized assessment for verifying basic skills for WIOA by the MoJobs system. TABE 11&12 meets requirements of NRS Educational Functioning Levels (EFL). It also has the benefit of being the default assessment used by partner AEL providers, and has the added benefit of allowing for remote testing, developed during the COVID-19 pandemic.

CWDB may use previous basic skills assessment results if such previous assessments have been conducted within the past six months. Specifically, for In-School-Youth, CWDB will continue to accept the basic skills assessments provided by the participant's educational institution.

Staff will maximize partnerships with local organizations that serve individuals with disabilities, including Vocational Rehabilitation, to research and deploy appropriate assessments.

### **Individual Training Account (ITA) and Eligibility Policy for Individualized Career Services**

Individual Training Accounts (ITAs) are the funding mechanism for classroom and occupational skills training services. A training voucher will be issued with a prescribed amount, not to exceed the maximum amount per person, per year. The voucher will be used for tuition and related education costs for the approved training program. The voucher amount will be reduced proportionate to other financial resources available to the customer.

Training provided through an Individual Training Account is for the sole purpose of facilitating transition into the workforce. An Individual Training Account is not an entitlement. Every request for an ITA will be assessed on an individual basis to determine if the training investment will produce the desired results. Program training is a structured regimen leading to a recognized post-secondary credential, industry-recognized credential, employment, and measurable skill gains towards a credential and employment.

The Central Region WIOA ITA funding is limited to \$5,000 per participant per program year.

There is an annual maximum total investment limit of \$10,000 per participant which includes all classroom training, supportive services, and work-based learning. The limit may only be waived by the Executive Director and for very limited circumstances. These circumstances include special grants and priority populations such as Justice Involved Individuals and individuals impacted by special events, such as a natural disaster or other extenuating circumstances.

CWDB will follow the applicable guidelines for other funding sources.

The participant must be a WIOA Adult, Dislocated Worker, or Out-of-School Youth with a training level enrollment.

The training provider and program must be listed as approved on the Eligible Training Provider System. A printout from the ETPS system showing the approved program is required in the participant's file.

The allotted time for training is 24 months.

Participants will only receive one ITA funded training service at a time.

WIOA funds will not pay for repeated courses.

Participants must be unable to obtain other grant assistance or require assistance beyond the assistance made available, including Federal Pell Grants. WIOA is funding of last resort.

Participants that already have an in-demand degree are not priority of service.

Training must be in an occupation that leads to economic self-sufficiency or wages comparable to or higher than the wages from previous employment and directly linked to the employment opportunities in the local area, or an area to which the participant is willing to relocate.

ITA funding is contingent on availability of funds.

The reason the participant is not PELL eligible must be documented in the state data management system.

The WorkKeys assessment will be used as a basic skills assessment to evaluate reading, math, and language. Results must confirm adequate skills are in place to complete training and enter employment at a wage that leads to self-sufficiency. Career One Stop assessments will be used to identify occupational interests, values, and aptitudes for occupational matching. Assessment results are utilized to establish long-term employment goals, transferable skills, and skills that need to be developed. Participants that need training to develop job skills and obtain credentials are considered for enrollment in the occupational skills training program.

Reasonable accommodations will be made, if needed, for the assessment of individuals with disabilities.

To qualify for, and continue receiving training funds, participants must:

1. Demonstrate through assessment results the basic skill sets to successfully complete training and obtain employment in the proposed occupation.
2. Maintain a 2.5 cumulative grade point average on a 4.0 scale and/or meet academic performance as specified in the training provider's student handbook. Training funds will be terminated if the participant is placed on academic probation by the training provider, or if academic performance falls below a 2.5 cumulative grade point average in a grade reporting period.
3. If the participant brings their grades up to the required 2.5 in the next term, the award may be reinstated for the following term. The participant must provide documentation of improved grades to the case manager and funding must be available.

4. Maintain attendance of 90% or as defined by the training provider.
5. Maintain contact with the program case manager as specified by the case manager.
6. Comply with training provider policies and requirements pertaining to classroom behavior.
7. For on-line courses, the participant must contact their case manager every other week to advise them of course progress. The school must send the program operator (funding agency) a monthly report confirming days of attendance, progress made, and any concerns.

### **Accessibility Policy for Persons with Disabilities**

The Central Workforce Development Board strives to ensure that individuals with disabilities have meaningful access to One-Stop programs and services in accordance with DWD Issuance 12-2017.

All Workforce Innovation and Opportunity Act financially assisted programs and activities must be programmatically accessible to all customers.

Each Job Center in the region maintains specific Assistive Technology including Window Eyes Screen Reader, Zoom Text, Big Keys LX Keyboard, Trackball Mouse, Phone Amplifier, Ubi Duo, TTY, and Relay Service. Job Center staff are informed on the process for accessing the Language Line and Sign Language Interpreters. Customers in need of American Sign Language services may contact the Job Center by phone/TTY using Missouri Relay 711 to request this service prior to their visit.

Enhanced partnerships with Missouri Vocational Rehabilitation and Rehabilitation Services for the Blind will lead to staff training and will support the accessibility of services to individuals with disabilities.

## **Accessibility Policy for Persons with Limited English Proficiency**

The Central Region ensures that the full array of One-Stop services is available to all individuals with limited English proficiency, in accordance with OWD Issuance 06-2014.

Workforce Boards, One-Stop operators, and other service providers have a responsibility to ensure non-discrimination in service delivery to LEP individuals.

LEP individuals will be advised of availability of competent, confidential language interpretation services.

Steps will be taken to ensure interpretative services are provided that demonstrate the level of fluency, comprehension, and confidentiality warranted for the purpose of the information at issue.

Reasonable steps may include, but are not limited to the following:

- Access to over-the-phone language services
- "I Speak" cards posted in each Job Center
- Providing oral interpretation or written translation of both hard-copy and electronic materials in the appropriate non-English language
- Written training materials in appropriate non-English languages by written translation
- Oral training content in appropriate non-English languages through in-person or telephone translation
- Implementation of an LEP Outreach Plan
- Coordination of services with AEL programs.

LEP individuals will not be required to provide their own interpreter. Job Center staff will not rely on an LEP individual's minor child or adult family or friend to interpret. The only exception will be if the LEP individual specifically requests that an accompanying adult provide language assistance and they agree to assist the individual.



## Integration of Services Policy

### Mandatory Co-Enrollment Requirements

All customers of WIOA partners will be presented with the availability of services for which they are eligible – or potentially eligible. The customers will be actively engaged and assisted in co-enrolling in services they choose.

WIOA partners will work together by focusing on effective co-enrollments in order to bridge the gap between services. Co-enrolling customers is instrumental in:

- Achieving the vision and goals of WIOA;
- Improving participant outcomes by meeting the needs of employers and jobseekers;
- Improving WIOA partner outcomes by collaborating to achieve performance goals; and
- Eliminating barriers to services and reducing the burden on customers to identify and access our services.

**Enrollment in WIOA services is always based on eligibility (general and full eligibility), comprehensive assessment results, and occupational demand.**

**There is no guarantee that referred participants will receive any service beyond WIOA Basic Career Services if assessment results and occupational demands are not positive.**

All job seekers receiving staff-assisted services in a Job Center (including Youth) must be enrolled in the Wagner-Peyser (WP program).

- Any job center staff can complete the WP enrollment in the statewide case management system;
- WIOA funded staff must complete a WIOA Basic Career enrollment immediately after completing a WP application.
- Co-enrollment will ensure individuals receive employment services and other services they may be eligible for under WIOA Title 1 programs.

All TAA participants must be co-enrolled in the WIOA Dislocated Worker program.

- The TAA Code of Federal Regulations dictates that all TAA eligible workers must have employment and case management services available, including placement and referrals to supportive services and follow-up services available through partner programs, to trade-affected workers during training, and after completion of training, and for adversely affected workers on a waiver from training.
- Co-enrollment will ensure individuals receive the benefits and services they may be eligible for under the TAA and Title 1 Dislocated Worker programs.
- Coordination of services and non-duplication through co-enrollment helps Federal resources go further and provides participants with access to a comprehensive menu of services.

All National Dislocated Worker Grant participants must be co-enrolled in the WIOA Dislocated program if they meet the eligibility requirements.

OWD staff may be authorized to enroll individuals in WIOA programs. This is allowable because eligibility determination, outreach and intake, comprehensive assessment, employment planning, and follow-up are all Career Services they are required to deliver.

#### Exit Procedures

The common exit approach for WIOA Title I Adult and Dislocated Worker, Youth, WP, and TAA programs reports the exit date is the last day of service. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services; this does not include self-service, information-only services or activities, or follow-up services. This also requires that there are no plans to provide the participant with future services within any program.

#### Follow-up Career Services:

WIOA requires that Follow-up Career Services be made available to program participants. The purpose of follow-up career services is to ensure that the participant is able to retain employment, to obtain wage increases, and to advance in a career.

For WIOA Adults and Dislocated Worker participants, follow-up services must be available for no less than 12 months after the first day of unsubsidized employment.

For Youth participants, follow-up services must be offered for no less than 12 months after the completion of all WIOA enrollment activities.

#### After Exit Requirements

Staff are required to complete quarterly follow-up for performance of those individuals enrolled into the WIOA Adult, Dislocated Worker, and Youth programs.

For reporting purposes, all exit information must be completed according to guidance provided for the case-management system. This includes, but is not limited to, entered employment, school status, youth placement, training-related employment, non-traditional employment, and credential attainment.

### Adult Education and Literacy Policy

Adult Education and Literacy (AEL) providers provide a valuable service to assist individuals in overcoming barriers to employment. The barriers include lack of a high school diploma, low educational skills and lack of English language skills.

The Region works closely with AEL providers; they are co-located in two of the region's comprehensive job centers. AEL partners are active members of the Central Region Workforce Development Board and serve on standing committees.

The Region met with AEL providers and had follow-up discussions to develop a process to work more effectively together. The process includes:

1. AEL Staff will include information about Job Center services in new student orientation to ensure that prospective AEL students are made aware of these services.
2. AEL will provide an agency referral for students to the Job Center for job seeking assistance, employment workshops and assist with eligibility for other assistance when appropriate.
3. Job Center staff will be available on an "as needed" basis to officially enroll AEL students in [jobs.mo.gov](https://jobs.mo.gov) in person at AEL class sites or as otherwise agreed upon between the AEL site staff & Job Center staff.
4. AEL and Job Center staff may attend each other's staff meetings.
5. The Job Center will provide an agency referral to individuals who need to learn English as a second language, are in need of remediation or who do not have a high school equivalency to the appropriate AEL program.
6. AEL programs and Job Center staff may coordinate efforts to provide Job Center workshops at AEL class sites.
7. The possibility of utilizing a common Referral Form for service providers and AEL will be explored.

Applications to provide adult education and literacy activities under Title II for the region will be reviewed to determine if the applications are consistent with the local plan, including: enrollment in Title I programs, serving those most in need, including, individuals with low literacy skills, English language Learners, and individuals with disabilities.

### **Vocational Rehabilitation and Rehabilitation Service for the Blind Coordination Policy**

CWDB is committed to improving the coordination and collaboration to braid services between Vocational Rehabilitation (VR) and Rehabilitation Services (RSB) for the Blind. This enhanced coordination will involve employer engagement activities, and recruiting, hiring, and providing support services to clients seeking employment. The region met with representatives of Vocational Rehabilitation and Rehabilitation Services for the Blind as part of the process of developing the local plan.

Both agencies provided input regarding how we can work together in the coming year. Vocational Rehabilitation is represented on the board and both agencies are represented on board sub-committees.

The following initiatives were identified:

- The region will put a large focus on Job Center accessibility (physical and programmatic) in the next year. VR and RSB will be engaged to provide assessments for the Job Centers to ensure universal accessibility.
- Joint outreach projects will be conducted to connect employers and job seekers. In the past two years Accessibility Summits were conducted in partnership between Vocational Rehabilitation and CWDB. RSB will be included in this event moving forward.
- Vocational Rehabilitation will continue their partnership at the Tipton Correctional Facility transition center.
- A special project, Camp Wonderland, will be operated in partnership with Vocational Rehabilitation and the CWDB Youth provider, Central Ozarks Private Industry Council.
- Meetings will be scheduled quarterly in which Vocational Rehabilitation and Rehabilitation Services for the Blind staff provide training for Job Center staff.

## Youth Apprenticeship Policy

Registered Apprenticeship is a model of job preparation that combines paid on-the-job training (OJT) with related instruction to increase workers' skill levels and wages. Registered Apprenticeship is also a business-driven model that provides a way for employers to recruit, train, and retain skilled workers.

The Registered Apprenticeship program consists of the following five core components:

**Business Involvement** – Businesses are the foundation of the Registered Apprenticeship program and must play an active role in building the program and be involved in the program design and execution.

**On-the-Job Training** – Every Registered Apprenticeship program includes structured OJT. The training is developed by mapping the skills and knowledge of the apprentice must learn over the course of the program to be proficient at the job.

**Related Instruction** – Apprentices will receive related instruction or classroom training that complements the OJT. Related instruction may be provided by a community college, technical school or college, and apprenticeship training school, online, or at the work site.

**Rewards for Skills Gains** – Apprentices receive increases in pay as their skills and knowledge increase.

**National Occupational Credential** – Every graduate of a Registered Apprenticeship program receives a nationally-recognized credential, referred to as a Certificate of Completion, issued by the U.S. Department of Labor or a federally recognized State Apprenticeship Agency.

The length of training and the skills and competencies required for mastery of an occupation are set by industry.

Registered Apprenticeship program sponsors are automatically eligible for placement on the Missouri-approved ETP list.

Pre-apprenticeship is a program designed to prepare individuals to enter and succeed in a Registered Apprenticeship program and has a documented partnership with at least one Registered Apprenticeship programs. A pre-apprenticeship program includes the following elements:

- Approved Training and Curriculum based on industry standards and approved by the documented Registered Apprenticeship partners that will prepare the individual needed to enter one or more Registered Apprenticeship programs.
- Strategies for Long-Term Success that increase opportunities for under-represented, disadvantaged or low-skill individuals to meet the entry requirements in one or more Registered Apprenticeship programs.

The Region supports apprenticeship as a workforce strategy for youth. The law cites pre-apprenticeship activities and work-based learning among the youth program elements. WIOA also recognizes apprenticeship as a career pathway for Job Corps students, and supports coordination of the Youth Build program with pre-apprenticeship and apprenticeship programs.

CWDB and regional employers including, Brewer Science, WalMart Distribution Center, Paramount Apparel and others, met with representatives of education on several occasions to determine employer needs and discuss the steps in developing an apprenticeship program. Most of the employers had immediate staffing needs to be met and the apprenticeship program is still in the early stages.

Apprenticeship programs are promoted through:

- CWDB has recently redesigned the region's website. The website will be the information portal to connect employers to training opportunities in the region. Registered apprenticeships will be promoted as an avenue for employers to recruit and hire lower skilled workers to fill skilled occupation jobs.
- Partnerships with the Chambers of Commerce are used to promote work-based training programs, particularly registered apprenticeship programs. Monthly announcements promoting services for employers are submitted to the chambers for inclusion in their monthly digital newsletters.
- The region partners with secondary and post secondary education providers to assist with WIOA eligible job placement of students graduating from educational programs. Paid internships combined with work readiness training promotes the utilization of work-based training to connect participants to high paying, training related job opportunities.
- The region's job developer networks with employers from high-demand job clusters to promote the registered apprenticeship program. Members of the same industry clusters are encouraged to support and use the apprenticeship program for hiring new workers.
- Registered apprenticeship and work-based training programs are promoted as an effective source for reemployment of justice-involved individuals and other targeted populations needing employment and training services for reemployment.
- Registered apprenticeship and work-based training are promoted as a way of connecting individuals who recently obtained a HISET through attendance of AEL as a way of increasing job specific skills relating to sustainable employment.

## Central Workforce Development Board

### Eligible Training Provider System Policy

#### 1. Local review process for eligible training providers and programs:

The Central Region Local Eligible Training Provider Selection policy will maintain compliance with the *Workforce Innovation & Opportunity Act Eligible Training Provider System Policy and Procedures Guidance for the State of Missouri*. The link to the web based Eligible Training Provider System (ETPS) is <https://jobs.mo.gov/jobseeker/missouri-eligible-training-provider-system>.

Eligible training providers may deliver occupational training programs to Workforce Innovation and Opportunity Act (WIOA) participants with an Individual Training Account (ITA). The CWDB will select and approve training providers and programs in the State's ETPS system for the region based upon the following criteria:

- Quality training programs linked to in-demand occupations as determined by the CWDB;
- Performance and cost information, including program-specific performance and cost information of the local outlets of multi-site training providers;
- Information indicating how programs are responsive to local requirements.

Training must lead to a certificate, an associate, or baccalaureate degree, or a competency or skill recognized by employers; and be at least one of the following: accredited, approved, certified, licensed, or registered by an authorizing agency or organization.

Training institutions include:

Two and four-year colleges and universities whose programs lead to an associate degree, baccalaureate degree, license or certificate;

Community-based organizations:

An entity that carries out apprenticeship programs not registered with the United States Department of Labor;

Joint vocational schools; and

Proprietary entities.

The CWDB will fulfill its responsibility to:

- Carry out the login and online procedures to the State's electronic ETPS;
- Determine and approve initial eligibility;

- Renew the eligibility of providers and programs; and
- Terminate ETPs or programs, when necessary due to poor performance or violation of WIOA requirements.

The CWDB's designated reviewer(s) will complete the review and determine the eligibility of a training program for use in the region within 10 business days following the date the training provider was approved by the State (DWD).

The reviewer(s) will submit a brief explanation for denial of any training course/program in ETPs. Only training programs approved by the CWDB are eligible for WIOA funding in the central region.

Job Center staff will review both ETPs and MO Jobs to ensure the program is approved at both the state and local levels before selecting the program to enroll a WIOA funded individual for training.

Job Center staff must ensure that student/ITA participants are provided career orientation and apprised of how to view consumer information, where to apply their ITA funding, for what types of training, in what likely occupations and how to compare a given training provider with another regarding successful placements and earnings of graduates.

## **2) State and local Workforce Innovation and Opportunity Act (WIOA) requirements for providers:**

The Governor must require providers seeking initial eligibility under WIOA title 1-B to provide verifiable program specific performance information. The State's initial eligibility criteria must require applicant providers to, at a minimum:

- Describe each program of training services to be offered;
- Provide information addressing a factor related to the indicator of performance, as described in WIOA sec. 116(b)(2)(A)(i)(I)-(IV), which include: unsubsidized employment during the second quarter after exit, median earning, and credential attainment;
- Provide information concerning whether the provider is in a partnership with business. This could include information about the quality and quantity of employer partnerships;
- Provide other information the Governor may require in order to demonstrate high quality training services, including a program of training services that leads to a recognized post-secondary credential; and,



- Provide information that addresses alignment of the training services with in-demand industry sectors and occupations, to the extent possible.

In continuing criteria for continued eligibility, the Governor must take into account the following factors:

- The performance of providers of training services on the performance accountability measures described in WIOA sec. 116(b)(2)(A)(i)(I)-(IV);
- Access to training services throughout the region, including rural areas, and the use of technology to deliver services;
- The degree to which training programs relate to in-demand sectors and occupations in the region;
- The providers ability to offer industry-recognized certificates and credentials;
- The ability of providers to offer programs that lead to post-secondary credentials;
- The quality of the program of training services provided;
- The ability of the providers to provide training services that are physically and programmatically accessible for individuals who are employed and individuals with barriers to employment, including individuals with disabilities;
- The timeliness and accuracy of the eligible training provider's performance reports; and,
- Other factors the Governor determines are appropriate in order to ensure: the accountability of providers; that One-Stop centers in the region will meet the needs of local employers and participants; and that participants will be given an informed choice among providers.

Training Providers must guarantee that the required nondiscrimination and equal opportunity language listed below will be included in all grants, cooperative agreements, plans, contracts, and other similar documents as noted in 29 CFR Part 38. Training Providers agree to comply fully with all nondiscrimination and equal opportunity provisions of the following laws:

- a. WIOA Section 188, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title 1 financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
- f. Title II Subpart A of the American with Disabilities Act of 1990, as amended, which state in part, “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by any such entity; and
- g. Genetic Information Nondiscrimination Act of 2008, which prohibits discrimination on the basis of genetic information with respect to health insurance and employment;
- h. The Training Provider also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Training Provider’s operation of the WIOA Title 1-financially assisted program or activity, and to all agreements the provider makes to carry out the WIOA Title 1-financially assisted program or activity. The Training Provider understands that the United States has the right to seek judicial enforcement of this assurance.

Training providers must agree to follow all requirements of the Workforce Innovation and Opportunity Act, including:

- The organization should have an EO Officer or a staff person that deals with nondiscrimination and equal opportunity policies and regulations;
- The Missouri Division of Workforce Development’s “Equal Opportunity is the Law” poster should be posted in the facility;
- Contract agreements should contain nondiscrimination and equal opportunity provisions;
- Training providers should advertise to underserved populations;
- The organization should have an accommodations policy;
- There should be a process for analyzing equal opportunity demographics for students that attend the institution. The following may be requested during an EO monitoring visit:
  - A copy of all training program applications by demographics;
  - A copy of training program selection outcomes by demographics;

- A copy of training programs graduation/completed outcomes by demographics;
- A copy of training programs incomplete outcomes by demographics;
- A copy of training programs placement wages outcomes by demographics;
- The training provider should have a confidentiality policy including a process for collecting confidential information;
- The training provider should have a written complaint policy.

Additionally, the training provider must allow monitoring visits from the CWDB for EO compliance, WIOA compliance, and participant progress.

### **3) Training provider's performance levels:**

Source: 680.460 (f)(h), 680.490 (a)(b)

Training providers must provide the most recent available and verifiable performance data on all course participants. At a minimum, outcome data must be from performance within the previous two (2) years. Training providers must give sufficient explanation if performance data are not available (example: course was not offered previously).

The CWDB adheres to the information contained in the ETPS Policy and Procedures Guidance for the State of Missouri.

The Governor has established State Minimum Program Performance Level goals and will adjust these during testing and analyzing data on student outcomes in ETPS throughout Program Year 2016 (July 1, 2016 to June 30, 2017).

Credential Attainment Rate Goals:

Certificate: 68%

Associates: 30%

Bachelors: 50%

Employment (six months after exit): 60%

Employment (twelve months after exit): 60%

Median Earnings, Posted as hourly wage rate until median can be calculated:

As negotiated for WIOA quarterly median is at least \$4,204

Apprenticeship programs registered under the National Apprenticeship act are not required to submit performance information, but may voluntarily submit the information.

**4) Procedures for PELL grant reimbursement to WIOA for tuition:**

The following paragraphs are included in the award notification provided to training providers and WIOA participants

Training provider:

“ If the participant does later receive a Pell Grant for a pending application, the training provider agrees to reimburse the One-Stop center the WIOA funds used to underwrite the training for the amount the Pell Grant covers, including any education fees the training provider charges to attend the training.”

Participant:

“If the participant does later receive a Pell Grant for a pending application, they agree to reimburse the One-stop Center the WIOA funds used to underwrite the training for the amount the Pell Grant covers, including any education fees the training provider charges to attend the training.

Reference: 20 CFR 680.230(c), MO DWD Issuance 18-2016.

**5) Terms and requirements of training providers and programs:**

- The training provider and program is listed on the Missouri ETPS;
- Individuals with similar training/credentials are able to earn a living wage with the training or credential they provide;
- CWDB will keep data of the number of participants starting each program versus the number of participants completing the program;
- The cost of supportive services required to complete the training must not be prohibitive;
- Training providers will collect the required data for EO requirements;
- Training providers will submit student progress reports;
- Training Providers will allow CWDB to monitor for program compliance and to ensure compliance with EO requirements;
- Training providers must collect data on job placement of graduates of the program. This data must be available for review by the CWDB;
- Training providers must collect data on the number of students that start the program versus those that complete the program. This must be available for CWDB review;

- The CWDB will notify the training provider of the program's local approval or provide information on the corrective actions needed for approval. Programs denied approval can submit a request for another review at any time;

**General Provisions:**

- If it is determined that an eligible provider is intentionally supplying inaccurate information, the provider's eligibility for the program shall be terminated for 2 years (680.480) (b).
- If an eligible provider substantially violates any requirements under the Workforce Innovation and Opportunity Act (as determined by the local board and state agency, the eligibility of the provider may be terminated for the program involved, or other action as determined appropriate may be taken;
- A provider whose eligibility is terminated under the paragraphs above for a program shall be liable for repayment of all funds received for the program during any period of noncompliance;
- Should a provider lose its eligibility for a program(s) as described above, the provider will continue to be reimbursed for all students enrolled prior to the loss of eligibility and all conditions of the application will continue to be applied until those enrollments have completed training for the instruction for which they are currently enrolled.

**CWDB ETPS Verification:**

The CWDB will maintain a local list of training providers and programs that the region has conducted business with and are approved on the State (DWD) ETPS list.

The list will be used to:

- Serve as documentation for the CWDB to know which eligible training providers and programs are on the State (DWD) ETPS list;
- Allow the CWDB to know which eligible training providers WIOA participants have been enrolled with;
- Assist the CWDB in setting up a system to evaluate training provider's performance;
- Track the WIOA participant outcome by training provider and program for which WIOA participants have been enrolled.

WIOA participants must view and select eligible training providers from the State (DWD) ETPS list.

**Renewal of eligibility and termination procedures:**

- Programs will retain their local approval status for one year from the original approval;
- After one year the school will complete the process of the original approval for subsequent approval;
- If at any time the CWDB determines the training provider is no longer adhering to the terms and expectations listed in this document, the approval will be disqualified and the training provider notified. The local area may grant a probationary period for corrective action before disqualifying the program for local approval.
- 

**Individual Training Account:**

Source: 680.340(c)(f), 680.300, 680.310

WIOA participants MUST have and Individual Training Account (ITA) under the direction of the CWDB. The ITA will be set up in a manner that maximizes customer choice in selection an eligible training provider and helps the participant successfully obtain a credential for completing the requirements of the postsecondary occupational training program. ITA funds are to be used only for skills training for in-demand occupations as determined by the CWDB.

The CWDB has the authority to determine procedures for making payments, selecting individual training account options such as: vouchers, checkbooks, electronic transfers, setting duration and amounts of individual training accounts and policy regarding exceptions. The authority to restrict the duration of ITAs or to restrict funding amounts will not be used to establish limits that arbitrarily preclude WIOA participants from selecting a training provider of their choice.

**Program Annual Subsequent Eligibility Procedures:**

The CWDB's designated reviewer(s) will review subsequent eligibility communication from DWD. The reviewer(s) will assess the consistency of the planned program/provider subsequent eligibility update to be performed by DWD with regional approved standards (related to local performance criteria such as completion rate, entered employment rate, etc.). If a DWD subsequent eligibility update decision (to either approve or not approve) for a specific program is found to be inconsistent with regional policy, DWD will be contacted regarding the concerns.

### **Transferring WIOA Participants:**

The CWDB will determine the feasibility of transferring WIOA participants to another eligible training provider with the same or similar program, when an eligible training provider is removed from the ETPS list. Primary factors to be considered are the length of time remaining to complete the training program, necessity and reasonability of allowing participants to continue with a training provider removed from the State (DWD) ETPS list.

WIOA participants enrolled with an eligible training provider removed from the ETPS list may complete the program for the duration of an ITA. Disruption to the participant will be minimized to the extent possible.

### **Training Providers Outside the Local Area or State:**

Source: 680.520(a)(b)

WIOA participants may choose training providers and programs outside of the local area or the State of Missouri, provided that the provider/training is on the ETP list in accordance with the local policies and procedures.

All approved training programs must be located within the continental United States.

### **Registered Apprenticeships:**

Source: 680.460(j), 680.470(a)(b)(c)(d)

Inclusion of a registered apprenticeship on the State (DWD) list of ETPs and programs allows an individual that is eligible to receive WIOA Title I, Subtitle B assistance to apply those funds toward the cost of registered apprenticeship training.

Registered Apprenticeship program sponsors that request to be on the ETPS list are automatically approved and will remain on the list as long as the program:

- Is registered with the U.S. Department of Labor Office of Apprenticeship;
- Has not been deregistered by a finding of the U.S. Department of Labor;
- Has not had the program sponsor notify the State (DWD) that it no longer wants the program to be included on the list;

- Has not intentionally provided inaccurate information or has not violated any provision of Title I of WIOA or the WIOA regulation including 29 CFR Part 38 for no less than two years.

Apprenticeship programs are not required to track or report performance.

**Pre-apprenticeship Programs:**

Sources: 680.330(a), 680.450(a)(b), 680.460(c), 680.470(a)(d)(f)

Pre-apprenticeship programs that are connected to a Registered Apprenticeship program currently on the ETP list or a Registered Apprenticeship requesting to be included on the ETP list will be approved automatically to be eligible to receive funding under WIOA Title I, Subtitle B.

**Correspondence and Distance Learning/Internet-Based Programs:**

Training programs that provide instruction remotely off-site with curriculum that is self-instructional online will be subject to the same review process as other training providers and programs.

**Exempt Training Providers:**

**Source: 680.530(a)**

Providers of pre-vocational services, youth program services (other than training provided by ITA's). On-the Job Training (OJT), customized training/programs and institutions that offer specialized services are exempt from submitting and application in the State's ETP selection procedure.

Training providers offering individual career services such as pre-vocational services and youth program services must contract with the CWDB through the board's competitive bid process. OJT and customized training providers may also contract with the CWDB to deliver training services.



**Exempt Training Programs:**

Source: 680.350, 680.420

Master and higher degree or certificate programs, individual career services and prevocational services, secondary level training programs and K-12 grade levels are not eligible for the State ETP list.

**Removal of Training Providers and Programs:**

Source: 680 (a)(b)(c)

Only the State (DWD) can remove eligible training providers and programs from the ETP list after appropriate due process. The CWDB may take steps to request removal of eligible training providers and/or programs from the ETP list in consultation with the DWD ETPS Coordinator.

- DWD can remove a program, and eligible training providers, or both when it:
- Intentionally submits inaccurate data and there is evidence of this:
- Has substantially violated any provision of Title 1 of WIOA and its regulations, including 29 CFR Part 38;
- Is in violation of state and/or local laws; and/or
- Has ceased to be in business and/or lost its license to operate;
- Fails to meet performance levels.

**Participating in Provider Approval:**

Source 680.430 (c)

The CWDB is responsible for the identification of new and emerging sector strategies and occupations relevant to specific curriculum and will direct potential training providers to apply for ETP eligibility.

When the CWDB determines that new sectors are sufficiently in-demand to justify the approval of new providers, the CWDB director will send a formal letter of request to the State ETPS coordinator documenting the request.

**Demand Occupations:**

Source: 680.460 (f)

The CWDB will provide training institutions information on occupations that are in-demand and sectors of the economy that have a high potential for sustained demand or growth within the region's labor market area. The Board will use labor market information to determine occupational demand in the region or in another local area to which a youth, adult, or dislocated worker is like to be willing to relocate. Training providers will be encouraged to research in-demand occupations at [www.missourieconomy.org](http://www.missourieconomy.org).

**Monitoring of Approved Training Providers:**

Eligible training providers on the State (DWD) ETPS list are vendors that provide a service that is supported by WIOA funds granted to the CWDB. Eligible training providers on the ETPS list have an obligation to meet Equal Employment Opportunity (EEO) and non-discrimination requirements of federal law. Those providers utilizing WIOA funds are subject to monitoring to evidence EEO compliance.

The CWDB will monitor training providers to ensure they meet acceptable performance levels.

Onsite visits may be included in the monitoring process.

## Eligible Training Provider System

### Review Criteria

Reporting Element	Training Provider Data	Approved- Yes or No Comments
<b><i>Institution Information</i></b>		
Training Provider Name		
Institution Type		
<b><i>Program Information</i></b>		
Credential/Degree Earned		
CIP Code		
Cost Information		
Program Name and Description		
Growth Industry, High Demand Sector		
<b><i>Provider Performance Information</i></b>		
Institutional Credential Attainment Rate		
Certificate: 68%		
Associates 30%		
Bachelors: 50%		
Employment six months after exit – 60%		
Employment 12 months after exit – 60%		
Median Earnings – Quarterly median is at least \$4,204.		

### **Employment Transition Team Services/Layoff Aversion**

Through its members and partners, the Board stays abreast of the local business environment. The Local Veterans Employment Representative (LVER) attends local business meetings, Chamber and HR meetings, and meets one-on-one with area employers to share information about the services available through the Job Center and to learn about their needs. The Workforce Coordinator also meets with area employers through various business meetings, provides information about Job Center services and the Shared Work program with the Missouri Division of Employment Security, coordinates with labor organizations and leads Nexus meetings. The Workforce Coordinator also attends Board meetings. By establishing and maintaining these relationships, it allows for early warning of potential layoffs and the opportunity for early intervention. Any early warning about potential layoffs or opportunities for layoff aversion is directed to the Employment Transition Team Coordinator in the Central Office, or to the Workforce Coordinator.

The Board designates a representative from the closest Job Center to attend Employment Transition Team meetings and present Job Center services available to the dislocated workers and to play a role in any onsite or offsite follow up services provided, such as mobile job center, job or resource fairs and workshops.

## **Business Services Plan**

The Central Region has identified several goals that will drive the Business Services Plan.

The Region's primary goal is to develop strategies to increase the engagement of businesses and seek workforce information needed to develop effective, demand-driven services for workforce system customers. Convening workforce partners and aligning the workforce system with the needs of businesses will be an ongoing effort that will be done by meeting with businesses to determine their needs and working with partners to develop solutions.

The Business Services Team members are:

Susan McKnight , Office of Workforce Development - Business Services Team Lead

Geoff Bieniek, Local Veterans Employment Representative

Roger Brisley, Local Veterans Employment Representative

Katie Shofler, Trade Act Navigator, Office of Workforce Development

Lisa Mizer, Workforce Development Supervisor -Lebanon

Nichelle Pool, Workforce Development Supervisor- Columbia

Scott Sloan, Workforce Development Supervisor- Rolla

Trish Barnes, Workforce Development Supervisor- Jefferson City

Patricia Rogers, Central Ozarks Private Industry Council

Heather Brown, Central Workforce Development Board

Katy Cawdron, Rehabilitation Services for the Blind

Ron Williams, Vocational Rehabilitation

Brad Dorris, Adult Education and Literacy

Business Outreach Activities:

- The Local Veterans Employment Representative (LVER) will attend Chamber of Commerce Luncheons and meetings with local Human Resource professionals, as well as meet one-on-one with area employers, large and small, to share information, not only about the advantages of hiring veterans, but also about Job Center services, in general.

- Job Center staff will assist employers with recruitment by posting their job announcements in MoJobs, managing those job orders, and referring qualified candidates in accordance with the employer's preferred method for applying. When necessary and appropriate, staff will assist candidates to complete the employer's application process, to include developing resumes and completing online applications. Staff will also provide technical assistance to employers using the MoJobs web site to conduct their own recruitment efforts. Staff will assist with Job Fairs and individual hiring events. Staff will assess and evaluate job candidates to determine whether they meet the employer's minimum qualifications.
- The Workforce Coordinator will provide Employment Transition Team (ETT) services to employers who are reducing their workforce or closing their business. She will provide layoff aversion resources/information, such as Missouri Division of Employment Security's Shared Work Program. She will also attend Chamber of Commerce meetings and local Human Resource professionals' meeting, as well as lead the Nexus meetings and meet one-on-one with employers, large and small, to provide information regarding Job Center services and coordinate events and activities to assist with their recruitment efforts.
- The Trade Navigator will provide information regarding the Trade Act program to employers who are reducing their workforce, relocating or closing their business due foreign competition/products and work to develop on-the-job training agreements for Trade-affected workers.
- All Job Center staff will conduct job development contacts with employers who are known to hire candidates with specific skills and/or qualifications in an effort to expand opportunities for job seekers AND employers. They will maintain knowledge and understanding of programs such as WIOA, Trade Act, Missouri Registered Apprenticeships, on-the-job training, Work Opportunity Tax Credit, Federal Bonding, and others in order to provide employers information on the full array of services available to assist them in hiring, training, and retaining employees.

Each sub-region will have a Nexus group made up of local employers, all led by the Workforce Coordinator. This group will meet quarterly and focus on the needs of the employers in the local communities. Due to the elimination of the NGCC model, there are no longer designated "Jobs Teams" in the Job Centers. Instead, staff from the Center(s) in the sub-region will comprise the "Business Services Team" and assist with recruitment activities/events.

## **Business Services Plan**

The Central Region has identified several goals that will drive the Business Services Plan.

The Region's primary goal is to develop strategies to increase the engagement of businesses and seek workforce information needed to develop effective, demand-driven services for workforce system customers. Convening workforce partners and aligning the workforce system with the needs of businesses will be an ongoing effort that will be done by meeting with businesses to determine their needs and working with partners to develop solutions.

The Business Services Team members are:

Susan McKnight , Workforce Coordinator - Business Services Team Lead

Geoff Bieniek, Local Veterans Employment Representative

Roger Brisley, Local Veterans Employment Representative

Katie Shofler, Trade Navigator

Lisa Mizer, Workforce Development Supervisor -Lebanon

Nichelle Pool, Workforce Development Supervisor- Columbia

Scott Sloan, Workforce Development Supervisor- Rolla

Trish Barnes, Workforce Development Supervisor- Jefferson City

Patricia Rogers, Central Ozarks Private Industry Council

Heather Brown, Central Workforce Development Board

Business Outreach Activities:

- The Local Veterans Employment Representative (LVER) will attend Chamber of Commerce Luncheons and meetings with local Human Resource professionals, as well as meet one-on-one with area employers, large and small, to share information, not only about the advantages of hiring veterans, but also about Job Center services, in general.
- Job Center staff will assist employers with recruitment by posting their job announcements in MoJobs, managing those job orders, and referring qualified candidates in accordance with the employer's preferred method for applying. When necessary and appropriate, staff will assist candidates to complete the employer's application process, to include developing resumes and

The Central Workforce Development Board does not have a Memorandum of Understanding with the Community Colleges.



## **Central Workforce Development Board**

### **Incumbent Worker Training Policy**

#### **Purpose**

The Central Workforce Development Board has established a local policy for the Workforce Innovation and Opportunity Act (WIOA) Incumbent Worker Training Program as outlined in WIOA Section 134 et.al. [29 U.S.C. 3174.] The policy identifies the requirements that partners must adhere to in providing this service to adults, dislocated workers and youth.

The training participants must be employed at an in-demand industry sector and/or occupation.

#### **Definitions**

Incumbent Worker Training (IWT) means work based and/or classroom training by an employer which assists workers in obtaining skills necessary to retain employment or to avert layoffs. IWT provides both workers and employers the opportunity to build and maintain a quality workforce and increase both participants' and companies' competitiveness. Training will be conducted for 'in-demand' industries as established by the Workforce Development Board. (IWT is not permitted to be used to provide the occupational training for new hire needs (refer to OJT program). If a collective bargaining agreement covers the employer, then union concurrence with the training services is required.

Incumbent Worker means an individual who is employed, meets Fair Labor Standards Act requirements for an employer-employee relationship, and has an established employment history with the employer, working on average a minimum of 32 hours per week and employed at the respective employer for more than six (6) consecutive months.

In-Demand Sector or Occupation means an industry sector that has a substantial current or potential impact on the state, regional or local economy, or contributes to the growth or stability of other sector supporting businesses or an occupation that currently has or is projected to have a number of positions in an industry sector so as to have a significant impact on the state, regional or local economy. The determination of whether an industry sector or occupation is in-demand shall be made by the local board, as appropriate, using state and regional business and labor market projections, provided by MERIC. [WIOA Section 3(23)].

In-Demand Sector Industries as defined by the local board are Healthcare, Building Trades, Transportation and Logistics, and Advanced Manufacturing.

## **Employer Criteria**

The employer's eligibility is based on the following factors:

1. The occupation(s) for which incumbent worker training is being provided must be in-demand as determined by labor market information and the industry sectors identified by the Central Region.
2. The intended target for training is low level/ entry level positions where the individual(s) need skill training to retain or advance their employment. As training participants advance there is the potential for new positions for job seekers.
3. Employers applying for IWT funds must have at least one full-time, permanent worker (other than the owner) and be financially viable. For the purpose of these funds, any incumbent worker to be trained must be working at a facility located in the Central Region.
4. The training should allow the employee to gain industry-recognized training experience and/or lead to industry-recognized credentials. The implementation of registered apprenticeship programs is encouraged. Training can include, but is not limited to, industry or company-specific work skills, upgraded skills, technical computer skills, new manufacturing technologies, equipment operation training, changes in production processes, and development opportunities which may include, teamwork, communication, conflict resolution, and management skills.
5. Training must lead to opportunities for advancement and/or wage increases prior to or within 30 days of the successful completion of training.
6. Training may be conducted at the employer's own facility, at a public or private training provider's facility or a combination of sites that best meet the needs of the business. The company will select the training provider that best suits their training needs. Trainers may be public or private professional trainers, equipment vendors, or subject matter experts.
7. If IWT is being provided to a cohort of employees, not every employee in the cohort must have an established employment history with the employer for six (6) months or more, if the majority of employees being trained meet the employment history requirement.

## **Employee Criteria**

1. The paid employee must have worked six (6) consecutive months with the applicant's business (which may include time spent as a temporary or contract worker performing work for the employer receiving IWT funds). See item 7 above.
2. Employee must be at least 18 years of age and registered with Selective Service, a citizen of the United States or a non-citizen whose status permits employment in the United States.
3. To receive IWT, an incumbent worker does not have to meet the eligibility requirements for participation in career and training services for adults and dislocated workers under WIOA, unless they are also dually or co- enrolled as a participant in the WIOA Adult or Dislocated program.

### **Employer Matching Requirements**

1. Cash payments or in-kind
2. The employer can provide in-kind matching resources, such as trainee wages/benefits paid during the training period, leasing costs for classroom space, equipment purchased for training, training materials/supplies, and travel/lodging costs. In-kind match must be agreed upon and included on the Employer Non-Federal Share Requirements Form (DWD-PO-287).
3. The minimum amount of employer share in the Incumbent Worker Training cost depends on the size of the employer.

At least 10 percent of the cost will be paid by employers with 50 or fewer employees;

At least 25 percent of the cost will be paid by employers with 51 to 100 employees; and

At least 50 percent of the cost will be paid by employers with more than 100 employees.

### **Funding**

1. The availability of Incumbent Worker Training funds is based on the continuing availability of funds from the Office of Workforce Development.
2. Grants will be funded based on the size of the company, the number of people trained, and the cost of the training.
3. The maximum grant amount is \$10,000 per employer, per program year (July 1 – June 30).
4. Higher funding amounts may be approved by the local Workforce Development Board Executive Director. Boards can only use up to 20 percent of the combined total of Adult and Dislocated Worker allotments for the total workforce area IWT program activities.
5. Funds are awarded through an application process.
6. [Payment/reimbursement will be made to the employer after the employee's wage increase is met and documented.](#)

### **Employer Assurances**

The employer assures that:

1. They will disclose whether they are currently receiving training funds, either directly or indirectly, from Missouri state government. (If an employer is receiving training funds from Missouri state government they are not eligible to receive IWT funds as it would be a duplication of funding).
2. They are not presently debarred, suspended, proposed for disbarment, and declared ineligible, or

voluntarily excluded from participation in transactions by USDOL or the State of Missouri.

3. They do not have any outstanding tax liability to the State of Missouri and will disclose outstanding tax liabilities with other state(s).
4. They will not make offers of gratuities or favors to any officer, employee or board member, or to any subcontractor staff of CWDB.
5. They have not relocated from any location in the U.S., until the date that is 120 days after the date on which the business commences operations at a new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.
6. All records relating to activities covered under the Incumbent Worker Training Program will be available and accessible, upon request, during normal business hours and as often as deemed necessary by state and federal duly authorized representative(s), for the purposes to include monitoring, reviewing, verification, audit, and/or investigation. This shall include authorization to make excerpts or transcripts from all applicable records.

#### **CWDB Criteria**

1. The Central Workforce Development Board, (CWDB) reserves the right to accept or reject any or all applications submitted.
2. CWDB does not commit to pay for any cost incurred prior to the execution of any contract.
3. All applications and their accompanying attachments will become property of the CWDB after submission, and materials will not be returned.
4. Costs incurred by a contracted entity in the delivery of services shall be reimbursed based on mutually agreed upon conditions and delivery schedules with the submission of appropriate documentation.
5. All employers and trainees must be enrolled in the statewide case management system.
6. Obtain/Retain documentation of 6 month work requirement, use of OWD IWT Agreement (or its equivalent).
7. Training Plans to identify the skills learned or proof of layoff aversion.

### **Performance Accountability**

1. The employer agrees to provide performance records, which may include: number of employees entering training, number of employees completing training, beginning and ending wages of trainees, measurable skills gain, credentials earned during training and employee satisfaction surveys.
2. The employer must provide documentation to verify matching funds, which will be reported in FRS via ETA-9130 form.
3. A final report on the training is due no later than thirty (30) days from the end of the training.

### **Monitoring**

The CWDB, Office of Workforce Development, U.S. Department of Labor, or other such related agencies may monitor the training records to ensure compliance with rules and regulations.

### **Nondiscrimination and Equal Opportunity**

The Employer agrees to not discriminate against any participant because of age, race, creed, color, religion, political belief or affiliation, sex, national origin, ancestry or disability in compliance with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act (29 CFR Part 38).

### **Americans With Disabilities Act**

The Employer agrees to comply with the Americans with Disabilities Act of 1991, Public Law 101-336, or as amended and associated code of federal regulations published in the Federal Register as applicable to the Employer directly or indirectly as recipients of contracted funds for the State of Missouri.

# CENTRAL WORKFORCE DEVELOPMENT BOARD

## INCUMBENT WORKER TRAINING

### APPLICATION FOR FUNDING



Central Workforce Development Board, Inc. is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services at 711.

## **Request for Application**

The Central Workforce Development Board (CWDB) is accepting applications for the development of incumbent worker skills training projects in the Central Region of Missouri. The nineteen county area served by the Central Region Job Center System includes Audrain, Boone, Callaway, Camden, Cole, Cooper, Crawford, Dent, Gasconade, Howard, Laclede, Maries, Miller, Moniteau, Morgan, Osage, Phelps, Pulaski, and Washington Counties.

### **Background Information**

The Workforce Innovation and Opportunity Act (WIOA) allows funding to be used for Incumbent Worker training, without the required eligibility criteria set forth by each program. Activities are outlined in WIOA Section 134 et. AL. [29 U.S.C. 3174]

### **Eligible Applicants**

Businesses that need to up-skill their workforce to retain their employees or to avert a layoff.

### **Availability**

Funding is contingent upon the availability of funds. Grants will be funded based on the size of the company, the number of people trained, and the cost of the training. The maximum grant amount is \$10,000 per employer, per program year (July 1 through June 30). Higher funding amounts may be approved by the CWDB Executive Director. Funds are awarded through an application process.

### **High Priority Sectors**

The Region has identified the following sectors as high priority for training:

Healthcare

Building Trades

Transportation and Logistics

Advanced Manufacturing

Training must be for occupations related to these sectors to be considered.

## **Training Requirements**

The training requested should be geared towards providing a new skill or enhancing the level of an incumbent worker, thereby improving their chances for promotion and ultimately resulting in increased wages. The training requested should go beyond training the employee has already received or training that the employer normally provides.

In an effort to maximize the financial resources within the community, CWDB requires in-kind matching resources from the employer, such as training wages or leasing costs for classroom space. An eligible incumbent worker is an employee working a minimum of an average of 32 hours per week employed at the respective employer for more than six consecutive months. For group training, if the majority of trainees meet this requirement, training will be provided to individuals who do not.

CWDB encourages applicants to collaborate with other employers and public and private entities/businesses in order to maximize services and benefits for employees. Organized consortiums of industry employers are encouraged to apply. Employers must complete an application packet describing the training to be provided. Included in the application should be an explanation of each training method and a timeline for completion, whether a new job will be created as a result of the training, the type of skills that will be upgraded, and any projected pay increases. All training must be consistent with the Central Region's targeted sectors

If a collective bargaining agreement covers the employer, union concurrence with the training services is required. An incumbent worker project may employ any training allowable under the Workforce Investment Opportunity Act and must comply with general requirements and restrictions. Reporting on participant and employer performance outcomes is required.

This document describes the information needed to submit an application. For questions regarding the application contact Kevin Stadler at [kevin.stadler@cwib.us](mailto:kevin.stadler@cwib.us).

One original, signed application must be submitted to the CWDB at the address below. An electronic copy should also be sent to Kevin Stadler at [kevin.stadler@cwib.us](mailto:kevin.stadler@cwib.us).

## **Submission of Applications**

CWDB  
Attention: Kevin Stadler  
1107 Kingshighway  
Rolla, MO 65804



## **Application Selection Process**

The review team will evaluate all applications and determine the available funding. Other examination factors include, but are not limited to, number of applications received, the number of employees to be trained, the training curriculum, in-kind matching, etc. The following considerations also apply to the selection process:

1. Applications must be responsive to the Assurances instructions to be considered.
2. The CWDB will base its selection on
  - a. program design and the training curriculum;
  - b. proposed in-kind matching; and
  - c. number of employees to be trained and whether the training is in a targeted industry and an in demand occupation.
3. All applicants will receive notification of application approval. An applicant who wishes to protest the decision will be required to notify the Selection Committee, in writing, within fifteen (15) days from the date of the notification letter. The complainant letter must specify the nature of the protest and any desired remedies of action. Missouri Job Center reserves the right to determine whether the protest is valid and merits further consideration.

## **Application Evaluation Criteria**

The review and selection process will include the following criteria and value system:

### **Responsiveness to Application**

**Value 30 points**

This criterion examines the extent to which the objectives of the application are addressed. This includes determining whether the training requested is consistent with a high priority occupation.

### **Business Contribution/In-kind Matching**

**Value 30 points**

This criterion examines the extent to which the employer is willing to contribute to the skill enhancement effort. An employer will be required to provide an in-kind match.

### **Reasonableness of Cost**

**Value 25 points**

This criterion examines the cost of services being requested. Training costs should be documented on Exhibit A, page 9.

### **Program Design**

**Value 15 points**

This criterion examines the quality and innovativeness of the activity and the outcomes desired.

## **Assurances**

1. The CWDB reserves the right to accept or reject any or all applications submitted.
2. CWDB is tax exempt.
3. This Assurance does not commit CWDB to pay for any cost incurred prior to the execution of any contract. All approved applications are contingent upon availability of funds.
4. Applicants shall not make offers of gratuities or favors, to any officer, employee, Board member of CWDB, or any subcontractor employees of CWDB. Contact for technical assistance is allowed with the Assurances contact person or designated Business Services staff.
5. CWDB specifically reserves the right to vary the provisions set herein any time prior to the execution of the application where such variance is deemed to be in the best interest of CWDB.
6. All applications and their accompanying attachments will become property of the CWDB after submission, and materials will not be returned. In addition, all materials that are produced as a result of these Assurances become the property of CWDB.
7. CWDB reserves the right to select and/or contract with more than one vendor from the applications submitted.
8. Costs incurred by a contracted entity in the delivery of services shall be reimbursed based on mutually-agreed on conditions and delivery schedules with the submission of appropriate documentation. Delivered services must meet standards agreed upon during contract negotiation before reimbursement is made.
9. The undersigned authorized representative of the entity submitting the application herein understands and certifies that:
  - the application is true and correct; and
  - making a false statement is grounds for application rejection or cancellation
10. CWDB is an equal opportunity employer and complies fully with the nondiscrimination and equal opportunity provisions of the applicable laws.
11. All employers must agree that all records relating to activities covered under the Incumbent Worker Training Program shall be fully available and accessible, upon request, during normal business hours and as often as deemed necessary by City, State, and Federal duly authorized representative(s), for purposes to include monitoring, reviewing, verification, audit, and/or investigation. This shall include authorization to make excerpts or transcripts from all applicable records.
12. An eligible incumbent worker is an employee working a minimum of an average of 32 hours per week employed at the respective employer for more than six consecutive months.

13. The employer assures that it and its subrecipients shall comply with requirements of the Americans with Disabilities Act of 1990 (or as amended) and associated Code of Federal Regulations as applicable to the entity directly or indirectly as recipients of contracted funds from the state of Missouri. The employer assures that it and its subrecipients shall comply with Title VI of the Civil Rights Act of 1964, as amended, and implementing regulations at 29 CFR part 31, which prohibit discrimination and require provision of equal opportunity on the basis of race, color, or national origin. The employer assures that it and its subrecipients shall comply with Section 504 of the Rehabilitation Act of 1973 (the Americans with Disabilities Act Amendments Act of 2008), and U.S. Department of Labor's implementing regulations at 29 CFR part 32, which prohibit discrimination and require provision of equal opportunity on the basis of disability. The employer assures that it and its subrecipients shall comply with Title IX of the Education Amendments of 1972, as amended, and implementing regulations at 29 CFR part 36, which prohibit discrimination and require provision of equal opportunity on the basis of sex in education and training programs. The employer agrees that it is an equal opportunity employer and complies fully with the nondiscrimination and equal opportunity provisions of 29 CFR Part 38. The Subrecipient assures that it and its subrecipients shall comply with Age Discrimination Act of 1975, as amended, and implementing regulations at 29 CFR part 35, which prohibit discrimination and require provision of equal opportunity on the basis of age, but permit certain distinctions based on or related to age.

## Exhibit A

# Incumbent Worker Training) APPLICATION FORM

Please mail completed form and any additional documentation to: CWDB, 604 Black Street, Rolla, MO 65801. In addition, submit the application electronically to Kevin Stadler at [kevin.stadler@cwib.us](mailto:kevin.stadler@cwib.us)

*Application will expand as you type*

### Business Information

Business or Consortium\*\* Name: \_\_\_\_\_

Each business in a consortium must complete the first page of the application. The lead business in the consortium should be responsible for completing the primary page and the additional pages of the application.

FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Explain the nature of your business (i.e. product or service) \_\_\_\_\_

No. of Employees Company Wide: \_\_\_\_\_

Is this a Historically Underutilized Business (HUB)? \_\_\_\_\_

Has the business applied or received any funding from Missouri Works Training? \_\_\_\_\_

### Employment Benefits Currently Offered

<input type="checkbox"/>	Medical Insurance	<input type="checkbox"/>	Vacation	<input type="checkbox"/>	Prescriptions
<input type="checkbox"/>	Life Insurance	<input type="checkbox"/>	401 K/Pension Plan	<input type="checkbox"/>	Holidays
<input type="checkbox"/>	Dental Insurance	<input type="checkbox"/>	Sick Days	<input type="checkbox"/>	Profit Sharing
<input type="checkbox"/>	Vision Insurance	<input type="checkbox"/>	Educational Assistance	<input type="checkbox"/>	Other:

Describe other: \_\_\_\_\_

### Project Costs

Total Grant Amount Requested	\$
Number of Employees to be Trained	
Average Cost per Employee	\$
Project Start Date	

Project End Date	
------------------	--

## Proposal Information

Provide a brief description of the proposed training.

## Training Objectives (Attach additional pages as needed)

Provide information applicable to any of the objectives listed below.

To facilitate the development and productivity of employees and prepare them for personal advancement and anticipated growth within the company;

To ensure retention of jobs by providing retraining in response to new or changing technology;

Other objectives (i.e. creation of new jobs as a result of this training, etc.);

## Training Curriculum (Attach additional pages as needed)

For each course or type of training that will be provided (i.e., Computer Skills training, Technical Skills Training, etc.), provide a brief description of the course and the number of instructor hours to be provided.

Provide information about how the training will be conducted. Will outside training/educational entities be the providers of training? (If so, indicate whether a certificate, license, or credit hours toward a degree will be earned upon completion of course.)

Course Name	# Of employees receiving training	# Of hours to be provided

Course Name	# Of employees receiving training	# Of hours to be provided

### Trainee Information

#### Wage Increase:

Trainees Occupation Upon Completion of Training	Specialized Job Title	# of Employees to be trained	Wage at End of Training	Percent of Increase over Wage at Start of Training

#### Company Provided Benefits – List Additional Benefits if Applicable.

Trainees Occupation Upon Completion of Training	Specialized Job Title	# of Employees to be trained	Additional Company Provided Benefits

### Business Contribution/In-kind Matching

In-kind matching resources by the employers; such as trainee wages or leasing costs for classroom space

Description of Business Contribution (In-kind Matching)

### Proposed Budget

For each budget item, include detail on how the cost was determined. (For example, 2 books X 3 trainees @\$20 = \$120.) The following are suggested budget categories, but costs are not limited to these:

Line Item Description	Amount
Tuition and Fees:	\$
Instructor Costs:	\$
Training Supplies:	
Curriculum Materials:	\$
Books:	\$
Other Costs (Describe):	\$
Total Training Costs	\$

### Business Statement

The following is required for eligible incumbent worker training services:

- A wage increase for the participant within 60 days of the successful completion of training; and
- In-kind matching resources by the employer, such as trainee wages or leasing costs for classroom space; and
- Documentation
  - Of increased skills obtained by the participant, such as an industry-recognized certificate or credential, or a promotion, that correlates to the competitiveness of the job and the employer; or
  - Of averting the need to lay off employees through assisting workers to obtain the skills necessary to retain employment. This must increase both a participant's and a company's competitiveness.

The Applicant hereby acknowledges that an application has been submitted to request funding to train incumbent workers under the Incumbent Worker Training Program and agrees to adhere to all state and local policies and procedures. The Applicant certifies that all information included in the Application is true and correct.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Date

This item is not applicable to the Central Region.




## STATEMENT OF ASSURANCES CERTIFICATION

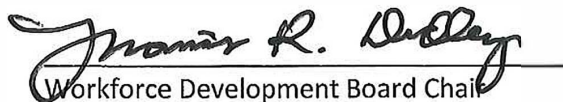
The officials listed below certify through their signature that the region has met the following requirements:

- ☐ Assures the local stakeholders (businesses, organized labor, public officials, community-based organizations and WIOA service providers) were involved in the development of this plan;
- ☐ Assures a written agreement has been developed between the local workforce development board and the current one-stop operator(s);
- ☐ Assures a written agreement has been developed between the chief elected official(s) and the local workforce development board;
- ☐ Assures the chief elected official(s) agree(s) with the selection of the one-stop operator;
- ☐ Assures the chief elected official(s) authorized the designation/selection of the region's fiscal agent;
- ☐ Assures the Governor and his administrative staff that all WDB members are nominated, and maintenance of membership over time is completed, on good faith and actions in compliance with the Office of Workforce Development WDB member certification OWD Issuance 10-2018.
- ☐ Assures the CEO, LWDB members and LWDB staff have read and understand the Conflict of Interest policy; and
- ☐ Assures the plan received a 30-day public comment period. The plan was posted for public comment for thirty days beginning on February 21, 2020.

The Central Workforce Development Region certifies that it has complied with all of the required components of the Workforce Innovation and Opportunity Act. The workforce area also assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act and its regulations, written U.S. Department of Labor guidance implementing this Act, and all other federal and state laws and regulations.

  
Chief Elected Official (or CEO Chair)

3/10/2020  
Date

  
Workforce Development Board Chair

03.10.2020  
Date

  
Workforce Development Board Director

3/10/2020  
Date

# CHIEF LOCAL ELECTED OFFICIALS CAUCUS AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of June 2018, by and between the COUNTIES of:

Audrain, Boone, Callaway, Camden, Cole, Cooper, Crawford, Dent, Gasconade, Howard, Laclede, Maries, Miller, Moniteau, Morgan, Osage, Phelps, Pulaski, Washington

in the State of Missouri.

---

## WITNESSETH

WHEREAS, the Chief Local Elected Officials (CLEOs) of the aforementioned counties and/or cities did previously adopt resolutions authorizing the creation of a caucus, in order to administer the provisions of Public Law 113-128, the Workforce Innovation and Opportunity Act (hereinafter “the Act”), and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, each party acknowledges they do hereby agree to the following:

## AGREEMENT

**SECTION 1:** That the Counties of:

Audrain, Boone, Callaway, Camden, Cole, Cooper, Crawford, Dent, Gasconade, Howard, Laclede, Maries, Miller, Moniteau, Morgan, Osage, Phelps, Pulaski, Washington

do hereby constitute a caucus for the purposes of Section 107 Public Law 113-128, the Act.

**SECTION 2:** The Chief Local Elected Officials (Presiding Commissioners) of the local government entities in Section 1 shall constitute the Central Workforce Investment Region Caucus of Chief Local Elected Officials (hereinafter, the Caucus) which shall appoint the Central Workforce Board (CWB) for the region under Section 107 of the ACT.

**SECTION 3:** The Caucus may adopt operational and procedural bylaws (Attachment A) consistent with this Agreement, applicable federal and state laws and rules or regulations promulgated pursuant thereto. Bylaws or amendments thereto may be adopted by the affirmative vote of a simple majority of the members of the Caucus, provided that written copies thereof were delivered to each Caucus member at least 10 calendar days prior to the date of the meeting at which such bylaws or amendments thereto are to be considered.

**SECTION 4:** The Caucus shall execute an agreement with the Central Workforce Board (CWB) to perform the functions of the Board under Section 107(d) of the Act, and the Caucus shall approve all local plans under Section 108 of the Act.

**SECTION 5:** The Caucus shall perform all functions for chief local elected officials as contained in Public Law 113-128, the Workforce Innovation and Opportunity Act.

**SECTION 6:** This Agreement shall be effective when approved by each member of the Caucus through their signature. This Agreement shall supersede any and all written or oral Caucus agreements under Public Law 105-220, the Workforce Investment Act. This Agreement shall expire on June 30, 2019, at which time a new Agreement shall be required.

**SECTION 7:** Any amendments to this Agreement may be adopted with the concurrence of each and every member of the Caucus. The Caucus may be dissolved and this Agreement may be rescinded only with the consent of the Governor.

**SECTION 8:** The original Agreement, with complete signatures and notarized seal(s), as well as any amendments thereto, shall be submitted to the Division of Workforce Development, Attention: Performance Research Section, P.O. Box 1087, Jefferson City, Missouri 65102-1087.



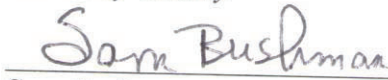
IN WITNESS WHEREOF, the parties representing the government entities listed in Section 1, through their signatures below, have read and understand this Agreement and hereto have caused this Agreement to be executed:


 6-27-18  
Steve Hobbs (Date)

Presiding Commissioner  
Audrain County

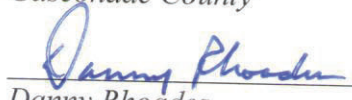
 6/27/18  
Gary Jungermann (Date)

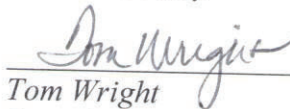
Presiding Commissioner  
Callaway County

 6/28/18  
Sam Bushman (Date)  
Presiding Commissioner  
Cole County

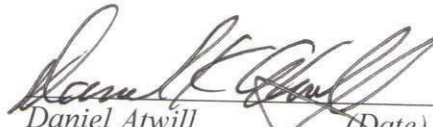
 6-28-18  
Leo Sanders (Date)  
Presiding Commissioner  
Crawford County

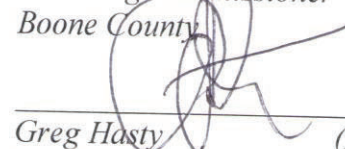
 6/27/18  
Larry Miskel (Date)  
Presiding Commissioner  
Gasconade County

 6/27/18  
Danny Rhoades (Date)  
Presiding Commissioner  
Laclede County

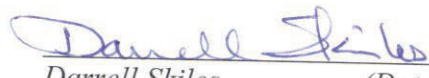
 6-27-18  
Tom Wright (Date)  
Presiding Commissioner  
Miller County

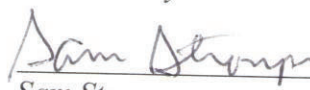
 7-9-18  
James Bryant (Date)  
Presiding Commissioner  
Morgan County

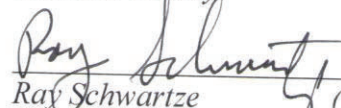
 (Date)  
Daniel Atwill (Date)  
Presiding Commissioner  
Boone County

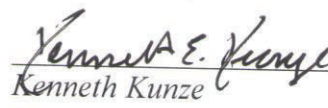
 6/28/18  
Greg Hasty (Date)  
Presiding Commissioner  
Camden County

 7/9/18  
Don Baragary (Date)  
Presiding Commissioner  
Cooper County

 6/27/18  
Darrell Skiles (Date)  
Presiding Commissioner  
Dent County

 6/27/18  
Sam Stroup (Date)  
Presiding Commissioner  
Howard County

 6-27-18  
Ray Schwartz (Date)  
Presiding Commissioner  
Maries County

 6/28/18  
Kenneth Kunze (Date)  
Presiding Commissioner  
Moniteau County

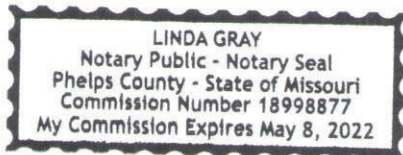
 6/27/18  
Dave Dudenhoeffer (Date)  
Presiding Commissioner  
Osage County

Randy Verkamp June 27, 2018  
(Date)  
Presiding Commissioner  
Phelps County

Gene Newkirk 6/29/18  
(Date)  
Presiding Commissioner  
Pulaski County

Marvin Wright 6-27-18  
(Date)  
Presiding Commissioner  
Washington County

ATTEST:



Linda Gray 6-27-18  
(Name) 6-28-18  
(Date) 7-9-18  
Notary Public