AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE ST. CHARLES REGION’S WORKFORCE DEVELOPMENT BOARD AND THE ST. CHARLES COUNTY DEPARTMENT OF WORKFORCE & BUSINESS DEVELOPMENT AND ITS PARTNERS PROVIDING SERVICES THROUGH THE MISSOURI JOB CENTER OF ST. CHARLES COUNTY.

WHEREAS, under the Workforce Innovation and Opportunity Act (WIOA), the St. Charles Region’s Workforce Development Board (“WDB”) and the St. Charles County Department of Workforce & Business Development is required to document a Memorandum of Understanding with partners providing services through the Missouri Job Center of St. Charles County; and

WHEREAS, the services provided through the Missouri Job Center of St. Charles County, is a collaboration with several partners, such as WIOA Dislocated Worker Program, Wagner-Peyser Act labor-exchange/employment services, Adult Education and Literacy and Vocational Rehabilitation, etc., and the MOU describes how various funding streams and resources will be utilized to better serve mutual customers, both jobseekers and employers, through an integrated system of service delivery operated at one comprehensive site; and

WHEREAS, through collaboration, partnership and education, the partners of the local workforce region will overcome
barriers and provide essential services and resources to all job seekers to ensure a talent pipeline for area employers and thereby advancing the economic prosperity of our region; and

WHEREAS, the Memorandum of Understanding outlines the duties of all partners, as required under the Workforce Innovation and Opportunity Act (“WIOA”), how costs of the job center are shared, and how program referrals are made for services; and

WHEREAS, partners in the Missouri Job Center of St. Charles County can fluctuate over time; and

WHEREAS, under the Memorandum of Understanding, St. Charles County’s Department of Workforce & Business Development will provide access to their programs and services through the Missouri Job Center and coordinate the delivery of services to employers and individual job seekers with other system partners while ensuring a complete range of service toward a successful career path and self-sufficiency; and

WHEREAS, it is in the public interest to implement mutual trust and teamwork among the local workforce system partnering agencies, all working together to accomplish shared goals for the employers and job-seeking residents of St. Charles County; and

WHEREAS, Chapter 70, Revised Statutes of Missouri, authorizes intergovernmental agreements between political subdivisions for the operation of a common service and for the purposes herein set out; and
WHEREAS, the St. Charles County Charter, Article II, Section 2.528 provides that the County may cooperate or join by contract or otherwise with any political subdivision to provide a common service.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS follows:

Section 1. The County Executive, or his designee, is hereby authorized to execute Memoranda of Understanding for the St. Charles Workforce Development Region with partners in the one-stop delivery system in operation of the Missouri Job Center of St. Charles County.

Section 2. The Memorandum of Understanding shall be substantially similar in form and content as that attached hereto as EXHIBIT A and incorporated herein by reference.

Section 3. The County Executive, or his designee, is hereby further authorized to execute amendments to or renewals of such Memoranda of Understanding for the Missouri Job Center of St. Charles County, such agreements to be in a form approved by the County Counselor.

Section 4. Compliance with the terms of the Memorandum of Understanding authorized in Section 1 shall be the responsibility of the St. Charles County Department of Workforce & Business Development.

Section 5. This ordinance shall be in full force and effect from and after the date of its passage and approval and such Memorandum/Agreement herein authorized, as well as any amendments and renewals herein authorized, shall be valid upon lawful execution of the agreement by the
appropriate officials of each governmental entity entering into such agreement as required by Chapter 70 of the Revised Statutes of Missouri.

_______________________________________
DATE PASSED

_______________________________________
DATE APPROVED BY COUNTY EXECUTIVE

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CHAIR OF THE COUNCIL

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COUNTY EXECUTIVE

ATTEST:

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COUNTY REGISTRAR
EXHIBIT A

Memorandum of Understanding
of the St. Charles Workforce Development Region
as defined by the Workforce Innovation and Opportunity Act

I. Introduction

This Memorandum of Understanding (MOU) establishes the spirit of cooperation and collaboration by the St. Charles Region’s Workforce Development Board (Local WDB); and the One-Stop Delivery System signatory partners (“the Partners”) hereafter named. It describes how they will use their various funding streams and resources to serve their mutual customers, both jobseekers and employers, through an integrated system of service delivery operated at one comprehensive site, called Missouri Job Center of St. Charles County, and no affiliated satellite sites. We understand that the development and implementation of this site will require mutual trust and teamwork between the partnering agencies.

II. Strategic Vision

The WDB, along with its required partners, share the following vision for the LWDA: Through collaboration, partnership and education the partners of the local workforce region will overcome barriers and provide essential services and resources to all job seekers to insure a talent pipeline for area employers, thereby advancing the economic prosperity of the region. Achieving this requires the commitment of the WDB and all required partners to provide high quality workforce innovation in training, education and economic development services for jobseekers, incumbent workers and employers.

In partnership with the State OWD, the WDB strives to improve Missouri’s economy by providing policy guidance and leadership to ensure relevant resources are offered to job seekers so that they may find self-sustaining employment and that businesses will be globally competitive by finding qualified candidates. This is done by offering skills training, national certification and career connections for job seekers, as well as, targeted programs for those with barriers (e.g. veterans, youth, offenders, those with a disability, etc.) The efforts align with the Governor’s vision for the State’s workforce development system by mapping a means for changing the Missouri economy into a long-term, sustainable, 21st-century growth economy. Current efforts include sector strategies that align with the State’s chosen sectors; employer engagement initiatives to insure the needs of business and workers drive the system’s service; emphasis on excellence in customer service provided through the Job Center and participation in activities to strengthen the economy of the greater St. Louis Metropolitan Statistical Area (SMSA) and the State as a whole.
III. Services to be Provided

There will be one comprehensive One-Stop Center in the St. Charles LWDA. Its official name is the Missouri Job Center of St. Charles County. There is no Affiliate Site or specialized One-Stop Center located in the Region.

Required partners of the WIOA operating programs in the local area will either have a physical presence in the Center or make their services available through electronic means or partner referrals. Wagner Peyser; WIOA Adult, Dislocated and Youth, Trade and Veterans programs have staff located in the Job Center full time. Vocational Rehabilitation, Adult Education and Literacy, Job Corp and TANF’s MWA programs have staff here on a regularly scheduled itinerant basis. All other partner programs are available electronically or through staff referral.

All job seekers will be served in the Job Center including youth, dislocated workers, those with barriers to employment and incumbent workers. All job seekers will receive basic career services. Eligible customers will receive individualized career services (which may include training) and follow-up.

Employers will also be served as a customer by the Job Center.

In order to eliminate duplication of services, the parties to this MOU agree to:

- Work together to collaborate and promote the coordinated delivery of services through program integration and joint planning at the State and Local level
- Coordinate resources and programs to ensure a streamlined and efficient Workforce Development system
- Provide direct access to services through real-time technology
- Promote information sharing and coordination of activities to improve the performance of the One-Stop System through the use of data access agreements
- Continue to support and implement the unified system of measuring program performance and accountability

Services provided to job seekers either at the One-Stop or via referral to partner organizations include:

Career consulting, career decision-making, career exploration, labor market information, labor exchange services, job search training and assistance, supportive services, disability resources for job search and retention, Adult Education and Literacy services, HiSet preparation and testing, basic education remediation, English as a Second Language services, business startup information, occupational skill training, soft skill training for job retention, re-entry services for ex-offenders, services of the Migrant and Seasonal Farmworker program, senior employment services, case management, veterans employment services, State unemployment compensation activities and employment/training programs specifically targeted to youth.
Services provided to businesses/employers include:

Assistive technology to interview or employ those with physical barriers, labor exchange services, incumbent worker training, on-site customized training, On the Job Training, access to Federal and state labor law information, federal bonding, Rapid Response after WARN notice, re-employment services to employees affected by a company’s downsizing, recruitment events including marketing events, locations to interviews, job fairs, applicant screening, objective assessment instruments such as the National Career Readiness assessment, job coaching, labor market information such as wages and commuting patterns, life skills/soft skills training for employees, veteran specific recruitment, Work Opportunity Tax Credit, connections to economic development for non-workforce assistance and targeted sector strategies to increase the talent required by industries to plan for future growth.

The following table specifies each partners’ participation in the Job Center:

Insert Table

IV. **Shared Funding of Infrastructure**

The following table details the non-personnel costs associated with running the Comprehensive One-Stop and the allocation of those costs to the various partners:

Insert Table

V. **Shared Funding of Services**

The following table details program services and activities that will be mutually funded by the Partners and the revenue sources the Partners will use to fund those services and activities.

Insert Table

VI. **Systematic Referral Process for Job Center Customers**
It is agreed that the Partners will conduct referral for services in the following manner:

- Refer to the Services Navigator for the appropriate referral and contact information
  [http://mo.servicesnavigator.org](http://mo.servicesnavigator.org)

- When both the referring and receiving partner are located within the One-Stop, the referring staff will check to see if a staff member from the other agency is available to meet with the job seeker at that time. If that agency representative is not available, the referring staff will ask the job seeker to wait for the next available representative and case note the referral; or schedule an appointment and case note. Staff from the two agencies that served the job seeker can follow up by reading notes in MO Jobs or talking to each other since both are in the Job Center

- When partners are not co-located in the Job Center, staff from any partner agencies agree to:
  1. Based on the Services Locator, give the job seeker a verbal explanation of the program they are being referred to and ensure they understand the reason for the referral and service expectation
  2. Referring staff will contact the designated staff person at the agency to provide the job seeker’s phone number or email address, depending on the customer’s preferred method of contact
  3. The receiving agency will attempt to contact the job seeker within a week and return follow-up information to the referring Career Consultant
  4. If you are NOT listed/current on the Services Navigator website, please email Lori Myers at lmyers@sccmo.org with the following information:
     - Name, phone number and email address of the designated contact person who is to receive the referrals
     - A written guide of referral criteria to help partners understand when a referral to their agency is appropriate
     - This information will be distributed to all 19 required partners

Partners with access to MO Jobs will record all referrals in MO Jobs. And follow-up information in case notes in MO Jobs, as appropriate regarding confidentiality guidelines and case note policy

All staff located in the One-Stop will be knowledgeable of each partners’ programs in order to provide job seekers assistance with access to partner services

**VII. Human Resources Management**

The Partners agree to commonly accepted expectations for customer service and engagement that are compliant with each individual entity’s employee policies. Each Partner will incorporate those expectations into their own employee-performance system and agree to conduct periodic performance reviews in accordance with the requirements of their organization.

All partner agencies co-locating staff in the Job Center will have individual staff approved by the One Stop Operator, in consultation with the employer of record, prior to placing them at the St. Charles Job Center. This will ensure that staff placed in the Job Center by one agency was not a
problem of a partner agency at an earlier time.

VIII. One-Stop Delivery System Performance Criteria

Partners agree that the One-Stop Delivery System will strive to achieve the following standards of quality service for its customers, employees and partners:

- Respect and trust of each other as we serve mutual customers
- Customers present in the building (including via real time electronic means) receive priority of staff attention. The intent is to insure customers receive prompt and courteous service from staff.
- In the event of a dispute, the proper chain of command will be followed. Staff should try to resolve the matter between them in a professional manner; if a dispute continues then staff is to talk to their Team Lead, the next step is to speak with their supervisor as assigned by their employer of record. Supervisors will bring the issue to the attention of the Functional Leader who will then take it to the Executive Director if the dispute continues. The formal Complain & Grievance procedure will be used if resolution is not reached.
- All partners agree to the confidentiality policy set forth by the Missouri Office of Workforces Development.
- All partners agree to deliver high-quality service to job seekers, business and other human service agencies. Staff will receive confidentiality training and sign a confidentiality statement.
- Management of the Job Center will work to the best of its ability so employees can expect to work in a safe and professional environment.

IX. Governance of the One-Stop Delivery System

The ultimate accountability and responsibility for the One-Stop System organizational processes, services and accomplishments will rest with the local WDB, the One-Stop Operator and the Partners under the approval of the LEO.

The Workforce Development Board’s responsibilities:

- Convene the required workforce system partners to develop and execute a Memorandum of Understanding (MOU) between the One-Stop Partners that is mutually agreeable to all parties
- Guide and advice on the disbursement of funds for workforce development activities pursuant to the requirements of the WIOA
- Develop the Local Plan including policies, standards and operational priorities for the local area
- Certify the One-Stop Operator
- Conduct oversight of the local workforce system, including funding specified in the WIOA,
jointly or on behalf of the LEO

- Recommend program activities as appropriate
- Coordinate workforce investment activities with economic development strategies and other employer linkages
- Promote the workforce system

The One-Stop Operator’s responsibilities:

- Under approval of the WDB the One-Stop Operator determines the best model of service delivery. Criteria used in making the determination include State guidance, customer-focused service, customer satisfaction, resources available from partners and performance expectations of the local system
- Promote inclusion of partners into the One-System
- Coordinate all partner services into one seamless service delivery process
- Ensure veterans priority of service
- Ensure the inclusion of all populations, including those with barriers to employment, in service design and delivery
- Monitor for process improvement and customer satisfaction
- Management of the daily operation of the One-Stop

The One-Stop Partners’ responsibilities:

- Provide access to programs and services through the One-Stop Job Center either through in person sessions, technical means or through the specified referral procedures
- Support the development and implementation of One-Stop policies and processes and integrated customer-centered service delivery design
- Provide a fair share of infrastructure costs/resources as required by the WIOA
- Coordinate the delivery of service to individual job seekers with partner staff to reduce duplication of service while providing a complete array of services toward a successful career path
- Coordinate employer contact and services to avoid duplicative employer contacts

X. Duration and Modification

This Memorandum of Understanding will be reviewed and updated not less than every three years. All partners retain the right to modify, extend or terminate this Memorandum of Understanding. Such amendments may be made, upon consensus of all parties, at least 30 days prior to the effective date of the change.

The terms of the shared funding costs agreed to earlier in this document will take effect as of 07-01-2020 and will continue in effect until 06-30-0-23 or such time as any party will modify, extend or terminate a subpart of this agreement.

Formal requests for modification, extension or termination must be made in writing to the WDB.
XI. Termination

Any party to this agreement may cease participation in the agreement. Any party that intends to cease participation must notify the other parties to the agreement at least 30 days prior to the effective termination date. A formal notification must also be made in writing to the WDB.

The Workforce Development Board reserves the right to immediately terminate the participation of any partner in this plan with cause.