

**INDEPENDENT CONTRACTOR AGREEMENT FOR ONE-STOP SERVICES
BETWEEN UAW-LETC AND
KANSAS CITY AND VICINITY WORKFORCE DEVELOPMENT BOARD
July 1, 2020 – June 30, 2021**

PURPOSE

This agreement is for the provision of One-Stop Operator Services, which provides services from two (2) staff persons at the 1740 Paseo Boulevard, Kansas City, Missouri Central City location (one Coordinator and one Support Staff member), and one (1) Coordinator at the Northland Human Services Center at 3100 NE 83rd Street, Kansas City, Missouri. These staff members will work under the direction of the Director of Career Services/Functional Leaders at each site. The Director of Career Services/Functional Leader is responsible for day-to-day operational activities and makes operational decisions concerning customer flow, deployment of staff, and the overall quality and effectiveness of Missouri Job Center services. The employer of record for contracted staff under this Agreement is UAW-LETC, who manages internal human resource functions, including hiring, firing, benefits administration, time and attendance reporting. This agreement is also for the provision of Career Services, which entails recruitment, case management, follow-up services and other case management services, as directed by the Director of Career Services/Functional Leader of the respective Job Center, to meet the performance standards of the Kansas City and Vicinity Workforce Development Board.

The Full Employment Council, Managing Entity/Fiscal Agent of the Kansas City and Vicinity Workforce Development Board, delivers services through an integrated service delivery model. The Kansas City and Vicinity Workforce Development Board Missouri Job Centers deliver workforce services through the Workforce Innovation and Opportunity Act (WIOA), Wagner-Peyser, Trade Adjustment Assistance (TAA), Veterans Services, and other grant-funded programs, where necessary.

A. One-Stop Operator Services

The UAW-LETC will serve as a provider that will perform specific One-Stop Operator Services and who coordinates client connections to participating One-Stop partners under the auspices of the Director of Career Services/Functional Leader of the respective Job Center.

Within the job seeker customer base, concentration will focus on reaching the following populations including, but not limited to, people who are:

- Economically disadvantaged
- Have been terminated or laid-off or received a notice of lay off or termination from employment
- Those who have been terminated or laid-off or received a notice of lay off or termination from employment due to permanent plant closure or substantial layoff
- Self-Employed but is unemployed as a result of general economic conditions
- Displaced Homemakers
- Public assistance recipients
- Individuals with special needs, in need of skill training
- Incumbent workers seeking to improve their employment situation by upgrading their skills either for assignment within their current employer's workforce or to find higher- skilled, higher wage jobs
- New entrants to the labor market

- All veterans
- Connection of economically disadvantaged in-school or out-of-school youth to youth programs
- Persons who are unemployed or underemployed

B. Case Management Services

The UAW-LETC will serve as a provider of case management services that will perform specific Case Management Services in coordination with and under the direction of the auspices of the Director of Career Services/Functional Leader of the respective Job Center.

Within the job seeker customer base, concentration will focus on reaching the following populations including, but not limited to, people who are:

- Economically disadvantaged
- Have been terminated or laid-off or received a notice of lay off or termination from employment
- Those who have been terminated or laid-off or received a notice of lay off or termination from employment due to permanent plant closure or substantial layoff
- Self-Employed but is unemployed as a result of general economic conditions
- Displaced Homemakers
- Public assistance recipients
- Individuals with special needs, in need of skill training
- Incumbent workers seeking to improve their employment situation by upgrading their skills either for assignment within their current employer's workforce or to find higher- skilled, higher wage jobs
- New entrants to the labor market
- All veterans
- Connection of economically disadvantaged in-school or out-of-school youth to youth programs
- Persons who are unemployed or underemployed
- All customers who are dually enrolled into WIOA performance standards who are connected with Department of Labor performance standards.

PROVISION OF SERVICES

A. One-Stop Operator Services

The One-Stop Operator Services provider UAW-LETC agrees to perform are the following:

Task 1: Leverage connections through the UAW-LETC network to recruit, connect, and refer a minimum of 500 job seekers to the Kansas City and Vicinity Workforce Development Board's Missouri Job Centers, as defined by job seeker participation in hiring events, special projects and initiatives, and/or at least two career development workshops, working in conjunction with the Director of Career Services/Functional Leader. In performing this task, UAW-LETC agrees to develop a calendar of events jointly between the Kansas City and Vicinity/FEC Directors of Career Services/Functional Leaders and shall provide a written report monthly regarding the outreach activities of that month. Such report will include the number of applicants at each event and be provided to the Directors of Career Services/Functional Leaders by the 15th of the preceding month.

Task 2: Utilize a triage connection model, under the auspices and in coordination with the Kansas City and Vicinity Workforce Development Board/FEC's Directors of Career Services/Functional Leaders, to connect job seekers to the appropriate employment and training programs for youth, adults, veterans and dislocated workers, offered by the Job Centers and any of its partners, also ensuring that weekly reports of these connections are submitted to the Director of Career

Services/Functional Leader, and disposition thereof, at both the Central City and Northland Job Center locations;

Task 3: Provide documentation and follow-up for client connections to employment and training activities within the Job Center and to external workforce system partners;

Task 4: Provide documentation and follow-up for client connections made to external support agencies in conjunction with the Director of Career Services/Functional Leader;

Task 5: Make adjustments to connection, orientation, or program techniques as required by the Director of Career Services/Functional Leader to facilitate quality service to Job Center customers;

Task 6: Perform any other requirements/activities as may be required by Director of Career Services/Functional Leader to ensure the appropriate connection and follow-up for dually enrolled and qualified Job Center customers;

Task 7: Coordinate with the Director of Career Services/Functional Leader in coordination of employment and training activities directly operated by the Full Employment Council. Such efforts will directly increase program coordination, efficiency, and customer support;

Task 8: Work in conjunction with the Director of Career Services/Functional Leader in the outreach and recruitment of unemployed and underemployed clients in the region to the Kansas City and Vicinity Workforce Development Board's Job Center;

Task 9: Execute other employment activities coordinated by the Kansas City and Vicinity Workforce Development Board to create a user friendly workforce system for job seekers, as directed by the Director of Career Services/Functional Leader;

Task 10: The One-Stop Operator may be required to execute any of the following requirements based upon the needs of the Job Center and its clients as directed by the Director of Career Services/Functional Leader:

- Assessment of skill levels, aptitudes, and abilities through resume connections and internal interviews;
- Providing current labor market information to customers and other parties as directed;
- Conducting comprehensive and specialized assessments of skill levels, which may include diagnostic testing and in-depth interviewing and evaluation;
- Conducting individual and group interviewing;
- Conducting eligibility determination;
- Providing career counseling;
- Conducting center overviews and orientations of Job Center services;
- Providing follow-up services as determined by Director of Career Services/Functional Leader;

- Assist job seekers with a variety of employment and training services provided by the Center;
- Facilitating and delivering on-site and off-site workshops and group sessions at Center and/or job/community fairs, where needed, including interviewing, resume writing, job searching, dressing for success, how to work a job fair;
- Assessing customer needs for labor market information, tax credit benefits, on-the-job training and committing financial resources to support those needs, when possible;
- Maintaining documentation of job seeker customer activities in MOJOBS, the State of Missouri's information management system;
- Assisting in the achievement of contracted performance measures and deliverables as determined by the Director of Career Services/Functional Leader;
- Provide weekly and monthly reports to Job Center management and externally to partner agencies identifying metrics on customers served, as determined by the Director of Career Services/Functional Leader.

Task 11: The Contractor will meet monthly with the Full Employment Council Directors of Career Services/Functional Leaders and Planning Director. One meeting held on a bi-monthly basis (every other month) will be to follow-up on progress under the contract, recruitment activities, and other activities pertinent to performance of duties under the contract. This meeting must indicate day-to-day activities at the Central City and Northland Job Center locations. The other meeting held bi-monthly (alternative every other month) will be to focus on issues of coordination and system alignment. Each month performance reports shall nonetheless be submitted regarding contract performance to reports.feckc.org. The meeting contact for the UAW-LETC is Kelly Spangler, Program Coordinator, or John Bowman, Apprenticeship Coordinator of UAW-LETC. The meeting contacts for the Kansas City and Vicinity Workforce Development Board are James Bryant, Director of Career Services at the Central City location, Andrea Robins, Senior Director of Career Services at the Northland location, and Latrina Collins, Director of Planning.

Task 12: The contractor is required to document and submit client connection activities to the Full Employment Council, Managing Entity, and externally to Workforce Development Board partners. The contractor will also submit weekly reports of connection activities to the Director of Career Services/Functional Leader and to the Planning Manager. The following are the performance measures collected:

- (1) Entered Employment Rate; Measures the number of workers who obtained employment after services (for Title I Youth, entered employment, education or training);
- (2) Employment Retention Rate; Measures the number of workers employed in the second quarter after exit, who are still employed in the fourth quarter after exit (for Title I Youth, remain in employment, education or training);
- (3) Average Earnings; Measures median earnings in the second quarter after exit;
- (4) Obtain Credential rate.

Specifically, these measures are:

Performance Measure	Percentage
1. The percentage of Adult program participants who are in unsubsidized employment during the second quarter after exit from the program	63.0%
2. The percentage of Dislocated Worker program participants who are in unsubsidized employment during the second quarter after exit from the program	64.5%
3. The percentage of Youth program participants who are in unsubsidized employment during the second quarter after exit from the program, or participating in education or training activities	66.0%
4. The percentage of Wagner-Peyser program participants who are in unsubsidized employment during the second quarter after exit from the program	62.6%
5. The percentage of Adult program participants who are in unsubsidized employment during the fourth quarter after exit from the program	57.0%
6. The percentage of Dislocated Worker program participants who are in unsubsidized employment during the fourth quarter after exit from the program	58.5%
7. The percentage of Youth program participants who are in unsubsidized employment during the fourth quarter after exit from the program, or remain in education or training activities	63.0%
8. The percentage of Wagner-Peyser program participants who are in unsubsidized employment during the fourth quarter after exit from the program	60.0%
9. The median earnings of Adult program participants who are in unsubsidized employment during the second quarter after exit from the program, including these results from partnership activities	\$4,454.00
10. The median earnings of Dislocated Worker program participants who are in unsubsidized employment during the second quarter after exit from the program, including the results from partnership activities	\$5,605.00
11. The median earnings of Youth program participants who are in unsubsidized employment during the second quarter after exit from the program	N/A
12. The median earnings of Wagner-Peyser program participants who are in unsubsidized employment during the second quarter after exit from the program	\$4,150.00
13. The percentage of Adult program participants who attain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent, during participation within 1 year after exit from the program	35.0%
14. The percentage of Dislocated Worker program participants who attain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent, during participation within 1 year after exit from the program	39.5%
15. The percentage of Youth program participants who attain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent, during participation in or within 1 year after exit from the program	55.0%

B. Case Management Services

UAW-LETC agrees to perform are the following:

Task 1: Recruitment. The UAW-LETC will conduct recruitment of participants. A calendar of events shall be developed jointly with the Kansas City and Vicinity/FEC Directors of Career Services/Functional Leaders and shall provide a written report monthly regarding the outreach activities of that month. Such report will include the number of applicants at each event and be provided to the Directors of Career Services/Functional Leaders by the 15th of the preceding month.

Task 2: Case management. The Contractor shall work in coordination with Kansas City and Vicinity Workforce Development Board/FEC staff to provide services to Missouri Job Center customers, including but not limited to:

- Perform initial assessment (Quick Guide);
- Provide case management services during training and post-employment for a dedicated case load consisting of contact, follow-up, referral, notifying customers of hiring events and hiring opportunities;
- Make referrals to external resources/community partners as appropriate;
- Provide assistance with enrollment in and support for classroom training;
- Provide assistance with enrollment in and support for work-based training;
- Provide job search assistance;
- Provide Labor Market information;
- Perform job placement and retention activities as assigned by the Director of Career Services/Functional Leader;
- Advise customers of Pell Grant, Guaranteed Student Loans, Trade Readjustment Act, and Vocational Rehabilitation funds, KC Scholars and other resources available at the Job Center, as appropriate.

Task 3: Follow-Up Services. Provide follow up services for enrolled WIOA customers per Kansas City and Vicinity Workforce Development Board Issuance No. 2018-008, Modification 1, Workforce Innovation and Opportunity Act (WIOA) Follow-Up Policy for Adults, Dislocated Workers and Youth, as amended. Follow-up calls may be required on current customers, exited customers and exit rosters. Follow-up services shall be made available to all enrolled participants, who are placed in unsubsidized employment for up to 12 months after the first day of employment, who request or want these services, to ensure the participant is able to retain employment realize wage increase and facilitate career progression. Follow-up includes updated placement and employment retention information to be entered in MoJobs. In addition, copies of the MoJobs data forms must be submitted with the "Employment Verification" or "Supplemental Form," to the Kansas City and Vicinity Workforce Development Board/FEC by the 30th of each month.

Task 4: Record all follow-up activities on a spreadsheet and record case notes in MOJOBS on follow-up activities.

REPORTING REQUIREMENTS

The Contractor will submit weekly reports of activities to the Director of Career Services/Functional Leader regarding activities, recruitment, and upcoming events. The Contractor shall complete a monthly written summary report to the Full Employment Council, Managing Entity, no later than the 15th of the month which documents for the preceding month all Contractor activities related to this scope of work, which for the purpose of this contract are connections to Job Center teams, external workforce partners,

and specific activities such as orientation, career counseling, career assessments and other activities as directed by the Director of Career Services/Functional Leader.

For Case Management services, the Contractor shall maintain a spreadsheet of activities, resulting in a monthly narrative and quantitative report, including:

- Number of assessments administered;
- Number of follow-up contacts and results;
- Number of referrals to external resources, identifying the external resource;
- Number referred to classroom training;
- Number referred to work-based training;
- Number provided with job search assistance;
- Number provided with Labor Market information.

STAFF TRAINING PROVISIONS

UAW-LETC's contracted staff members will attend MOJOBS training and any other necessary training sessions as required by the Director of Career Services/Functional Leader.

ADMINISTRATIVE PROVISIONS

UAW-LETC further agrees that:

1. Final selected candidates for the One-Stop Operator positions will be jointly interviewed by the Director of Career Services/Functional Leader at the One-Stop Job Center. All positions funded through this effort must be advertised with the Missouri Job Centers.

2. Staff hired for the positions will comply with E-Verify requirements, adhere to Kansas City and Vicinity Workforce Development Board/FEC confidentiality requirements and other requirements as proscribed by federal, state and Kansas City and Vicinity Workforce Development Board/FEC policies.

3. UAW-LETC agrees to provide services for the minimum hours of operation for the Kansas City and Vicinity Workforce Development Board Job Centers, which is 8:00 a.m. to 5:00 p.m., Monday through Friday, and according to the Missouri Job Centers' official days of service.

4. UAW-LETC agrees to provide services during these hours and days, except the designated days for the following holidays:

New Year's Day

Martin Luther King, Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve and Christmas Day

5. In the event of staff turnover, UAW-LETC will replace full time staff within a maximum of 45 days and part-time staff within a maximum of 14 days. Selections and terminations are to be made with the needs of the Job Center taking precedent.

6. UAW-LETC agrees to discipline and/or terminate ineffective employees within a reasonable amount of time.
7. UAW-LETC will designate a single point of contact, aside from contracted staff members, who will work with the Director of Career Services/Functional Leader in reference to administrative and policy matters.
8. UAW-LETC on-site staff will participate in regular weekly meetings in person, or more frequently if required by the Director of Career Services/Functional Leader.
9. All job postings UAW-LETC will place for the contracted positions will be registered with the Kansas City and Vicinity Workforce Development Board Missouri Job Center, unless registered with another Job Center.
10. UAW-LETC understands that this contract is contingent upon funding availability.
11. The UAW-LETC will provide a full indemnification and hold harmless of any liability the Kansas City and Vicinity Workforce Development Board or its governing bodies for any activities conducted by the contractor. This includes a full statement of responsibility for reimbursing the Kansas City and Vicinity Workforce Development Board for any costs or expenditures which are disallowed in an audit,

or any other claims which might be made against a program operator by a WIOA participant or other interested party.
12. The UAW-LETC shall assume all legal and financial responsibility of its staff for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime and other responsibilities related to its employees. The UAW-LETC agrees to hold the State of Missouri and the Kansas City and Vicinity Workforce Development Board Region, or Full Employment Council, fiscal agent, its officers, agents and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The contractor will be responsible for informing their staff of the above statements.
13. Kansas City and Vicinity Workforce Development Board/FEC will conduct the monitoring of contracts, overall program assessment, management of information system access, and implementation of the continuous improvement process.

OTHER PROVISIONS

1. Compensation

The compensation for the services to be provided in the agreement will be in accordance with a budget prepared by the Contractor and approved by the Kansas City and Vicinity Workforce Development Board/FEC. The Contractor will submit monthly invoices for all work related to this scope on or before the 15th of the following month. Invoices requesting payment will be submitted directly to the Director of Program Development/Evaluation, along with a written progress report. The Director of Program Development/Evaluation will review the submitted documentation under the guidance of the Chief Operating Officer who will then forward invoices for payment to the Chief Fiscal Officer. All invoices will be numbered, dated and submitted in duplicate, and contain full descriptive information or services furnished. Invoices should be accompanied by supporting documentation, including documentation of employee hours charged to this contract. Payment will

be made within 30 days after receipt of invoice, provided that the product has been accepted, or services performed have been acceptable.

2. Contract Period

The current contract is for a period of one year beginning from July 1, 2020 to June 30, 2021.

3. Remedies upon Breach

UAW-LETC acknowledges that any breach or evasion of the terms set forth in this Agreement (whether actual or threatened) will result in immediate and irreparable harm to Kansas City and Vicinity Workforce Development Board/FEC and authorizes Kansas City and Vicinity Workforce Development Board/FEC to pursue injunctive relief and/or specific provisions of the Agreement as intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing by law.

4. Assignability

UAW-LETC may not assign or delegate its rights and obligations under this Agreement without the prior consent of Kansas City and Vicinity Workforce Development Board/FEC, and any purported assignment or delegation without Kansas City and Vicinity Workforce Development Board/FEC's prior written consent, shall be null and void.

5. Severability

In the event one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement or any other application thereof shall not, in any way, be affected or impaired thereby.

6. Governing law: Jurisdiction

This Agreement is made and entered into in the State of Missouri and shall be governed by and construed in accordance with the laws of the State of Missouri.

7. Miscellaneous

This Agreement constitutes the complete understanding of the parties hereto on the subject matter of the Agreement. This agreement supersedes all prior representations and understandings, whether oral or written. The obligations under this Agreement are binding upon UAW-LETC heirs, executors, administrators, or other legal representatives or assigns and this Agreement insures to the benefit of Kansas City and Vicinity Workforce Development Board/FEC, its successors and assigns.

8. EEO Policy Statement

As a recipient of federal funds for programs pursuant to the Workforce Innovation Opportunity Act (WIOA), the service provider is prohibited from (i) discrimination against any individual on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, by excluding such individual from participation in WIOA-funded program or activity; (ii) denying the benefits of any WIOA-funded program or activity to any individual on such grounds; (iii) subjecting any individual to discrimination on such grounds under any WIOA-funded program or activity; and (iv) denying employment in the administration of or in connection with any WIOA-funded program or activity to any individual on such grounds.

UAW-Labor Employment Training Corporation's designated Equal Opportunity Officer is to report on equal opportunity matters directly to the Full Employment Council, Managing Entity /Fiscal Agent of the Kansas City and Vicinity Workforce Development Board. The Full Employment Council, Managing Entity /Fiscal Agent of the Kansas City and Vicinity Workforce Development Board may from time to time conduct compliance reviews to determine compliance with the nondiscrimination and equal

opportunity provisions of WIOA and its pertinent regulations, as well as specific regulations as may be promulgated by the American Job Center. The service provider will institute corrective action as requested and approved by the Full Employment Council, Managing Entity/Fiscal Agent of the Kansas City and Vicinity Workforce Development Board, in order to be in compliance with this provision. Noncompliance with these provisions may result, after an opportunity for a hearing, in the termination or discontinuance of funding.