

**INDEPENDENT CONTRACTOR AGREEMENT FOR ONE-STOP SERVICES
BETWEEN COMMUNITY SERVICES LEAGUE AND
EAST JACKSON COUNTY 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) contracted staff members at the 15301 E. 23rd Street, Independence, Missouri location (one One-Stop Coordinator and one Outreach Specialist/Follow-Up Specialist). These staff members will work under the direction of the Director of Career Services/Functional Leader the East Jackson County Workforce Development Board/Full Employment Council. 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 Job Center services. The employer of record for contracted staff under this Agreement is Community Services League, who manages internal human resource functions, including hiring, firing, benefits administration and time and attendance reporting.

The Full Employment Council, Managing Entity/Fiscal Agent of the East Jackson County Workforce Development Board, delivers services through an integrated service delivery model. The East Jackson County Workforce Development Board 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.

The purpose of this document is to contract the Community Services League as a service provider that will provide specific One-Stop Operator Services, who coordinates client referrals 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 Youth and Adults
- Persons who reside in public housing
- Those who have been terminated or laid-off or received a notice of lay off or termination from employment
- 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
- Referral of economically disadvantaged in-school or out-of-school youth to youth programs
- Persons who are unemployed or underemployed
- Persons receiving food stamps

PROVISION OF SERVICES

A. Assigned tasks under the Contract

The One-Stop Operator Services the Community Services League (CSL) agrees to perform the following:

Task 1: Leverage connections through the Community Services League network to recruit/refer a minimum of 400 job seekers to the East Jackson County Workforce Development Board's Missouri Job Center, under the auspices of the Director of Career Services/Functional Leader, as defined by job

seeker participation in hiring events, special projects and initiatives, and/or at least two career development workshops.

Task 2: Extend outreach and recruitment efforts under the auspices of the Director of Career Services/Functional Leader pursuant to a monthly schedule. There shall be recruitment and referral events through the Community Services League offices located throughout the East Jackson County Workforce Development area at the respective office locations. Outreach and intake shall be available at each of the Contractor's office locations. These locations are:

- Sugar Creek (c/o Citizens Civic Relief Commission, 11232 Chicago Street, Sugar Creek, MO)
- Raytown (c/o Raytown Emergency Assistance Program, 9300 E 75th Street, Raytown, MO 64138)
- Blue Springs, (200 SW 10th Street, Blue Springs, MO 64015)
- Lee's Summit (c/o New Beginnings Church, 214 NE Chipman Road, Lee's Summit, MO 64063)
- Buckner (1001 South Sibley Street, Buckner, MO 64016)
- Grain Valley (207 West Walnut Street, Grain Valley, MO 64029)
- Oak Grove (1408 SE Austin Street, Oak Grove, MO 64075)
- Independence Housing Authority

Task 3: Outreach and recruitment shall be performed at all Community Services League sites and locations as decided by the Director of Career Services/Functional Leader/Full Employment Council and the Community Services League pursuant to a calendar developed and agreed to by the East Jackson County Workforce Development Board/Full Employment Council. These recruitment and referral events shall be coordinated jointly between the East Jackson County Workforce Development Board/Full Employment Council and the Community Services League. The calendar will comprise the entire year and include the communities of Independence, Sugar Creek, Blue Springs, Lees Summit, Buckner, Grain Valley and Oak Grove. This calendar will be developed within 30 days of the execution of this Agreement. It is anticipated that recruitment shall take place at the aforementioned locations. The recruitment/outreach events shall be provided a minimum of one day per month per location or more frequently based upon demand. Recruitment will be located at Career Days sponsorship with the East Jackson County Workforce Development Board/Full Employment Council shall be noted at each event. In addition to providing outreach at all Community Services League events and locations and providing a weekly calendar of events of Community Services League events to the Senior Director of the East Jackson County Job Center, the Community Services League, whenever possible, will obtaining a sign-in for customers at all events including name, address, telephone number, and email, for further outreach and recruitment follow-up. Outreach events will be made in a team approach.

Task 4: Utilize a triage connection model, under the auspices of the Director of Career Services/Functional Leader, to connect job seekers to the appropriate East Jackson County Job

Center employment and training programs for youth, adults, veterans and dislocated workers, offered by the Job Center 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;

Task 5: Provide documentation and follow-up for client connections to employment and training activities within the Job Center and to external workforce system partners as directed by the Director of Career Services/Functional Leader;

Task 6: Provide documentation and follow-up for client connections made to external support agencies as may be directed by the Director of Career Services/Functional Leader;

Task 7: 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 8: Perform any other requirements/activities as may be required by the Director of Career Services/Functional Leader to ensure the appropriate connection and follow-up for dually enrolled and qualified and eligible Job Center customers;

Task 9: Coordinate with the Director of Career Services/Functional Leader in coordination of employment and training activities directly operated by East Jackson County Workforce Development Board/ Full Employment Council. Such efforts will directly increase program coordination, efficiency, and customer support.

Task 10: Work in conjunction with the Director of Career Services/Functional Leader on the outreach and recruitment of unemployed and underemployed clients in the region to the East Jackson County Workforce Development Board's Job Center as per the assigned schedule;

Task 11: Execute other employment activities in coordination with the Director of Career Services/Functional Leader to create a user friendly workforce system for job seekers;

Task 12: The Contractor will meet bi-monthly (every other month) with Richard Salazar, the Director of Career Services/Full Employment Council senior leadership to follow-up on progress under the contract, recruitment activities, other activities pertinent to performance of duties under the contract and general partnership activities. The meeting contact for the Community Services League is Debra Laufer, Vice President-Employment Services, and the meeting contact for the East Jackson County Workforce Development Board is the Richard Salazar, Senior Director of Career Services/Functional Leader, and Andrea Robins, Senior Director of Planning, Compliance and Management Systems. The meeting must indicate day-to-day activities at the Job Center location. The meeting must also address recruitment and outreach activities and efforts at Community Services League sites. There will also be a meeting on alternate months, every other month, at the Job Center that will include the Job Center personnel to discuss processes and system alignment within the East Jackson County Workforce region. The Chief Executive Officer of the Community Services League or senior leadership designee shall be in attendance at these service and system coordination meetings.

Task 13: The contractor is required to document and submit client connection activities to Richard Salazar, the Director of Career Services/Functional Leader of the East Jackson County Workforce System Partnership Council. The contractor will also submit weekly reports of connection activities to the Director of Career Services/Functional Leader and to Andrea Robins, Senior Director of Planning, Compliance and Management Systems. The following are the performance measures that govern the one-stop system:

- (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.

Task 14: The Community Services League agrees to list on its web site the employment services it provides at the Missouri Job Center under its employment services listing.

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	67.0%
2. The percentage of Dislocated Worker program participants who are in unsubsidized employment during the second quarter after exit from the program	69.8%
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	67.5%
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	63.5%
6. The percentage of Dislocated Worker program participants who are in unsubsidized employment during the fourth quarter after exit from the program	66.5%
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	70.0%
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	\$4,984.00
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	\$6,605.00
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	\$4,000.00
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	52.0%
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	56.0%
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	70.0%

B. The Position of One-Stop Coordinator

The contractor shall hire a One-Stop Coordinator to work with WIOA and dually enrolled participants. This staff position shall be under the auspices of the Director of Career Services/Functional Leader. This position shall be located at 15301 E. 23rd Street Independence, MO 64055. The Contractor shall hire such personnel in joint interviewing and approval by the East Jackson County Workforce Development Board/FEC. The responsibilities of this position include:

- 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 individual and group interviewing
- Gathering eligibility documentation
- 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 the State of Missouri's management information system, MoJobs
- 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
- Familiarity with supported occupations in the sectors of:
 - Advanced Manufacturing
 - Health Sciences & Services Biosciences
 - Information Technology
 - Business and Professional Services
 - Transportation & Logistics
 - Financial Services
 - Construction

The One-Stop Coordinator shall perform the following tasks:

1. Receiving Referrals. The One-Stop Coordinator shall receive referrals from both the offices and locations of the Community and Community Services League and customers who present for services at the Job Center.

2. Eligibility Determination: The One-Stop Coordinator shall be responsible for informing the customer of documents required and forwarding completed eligibility packets to the Director of Career Services/Functional Leader for review and assignment to eligibility determination personnel for those customers who express interest in

training. The One-Stop Coordinator shall have knowledge of the eligibility requirements for all training programs. Eligibility policy is found in Issuance No. 2017-006, Modification 3, WIOA Youth Eligibility Policy, as amended, and Issuance No. 2017-011, Modification 2, WIOA Adult and Dislocated Worker Eligibility Policy, as amended.

3. Enrollment: The One-Stop Coordinator shall prepare enrollment files for customers who seek training for selected occupations in approved sectors. This completed file shall be forwarded within 24 hours to the Director of Career Services. Training must be in one of the following target approved in-demand industry sectors and occupations: Information Technology, Healthcare, Logistics/Transportation, Advanced Manufacturing or Business Services. Customers who are enrolled in classroom training shall be monitored at least once per month during the period of training and upon completion of training. An Employment Plan shall be created, per Issuance No. 2018-003, Modification 1, Employment Plan and Case Note Policy, as amended. The One-Stop Coordinator shall utilize the Individual Training Account (ITA) vouchers wherein customers are issued ITA vouchers. The purpose of the Individual Training Account Voucher System is to maximize customer choice in the selection of classroom occupational skill training providers. The ITA must be validated at least two (2) weeks prior to class start date. The One-Stop Coordinator shall be responsible for the completion and processing of Individual Training Account (ITA) vouchers and processes, per Issuance No. 2018-101, Procedures for Classroom Occupational Training and Work-Based Training Billing and Reimbursement Policy, as amended.

4. Provision of Information to Customers: The One-Stop Coordinator shall inform customers of Tax Credits, Earned Income Credits, and Labor Market Information. Services shall be made easily accessible to customers, both laid off workers and employers. Customers will be advised how the system works and where to obtain services. Contractor will deliver services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services. The One-Stop Coordinator shall use Labor market information provided by FEC and Jobs.mo.gov to inform customers about existing job opportunities. The One-Stop Coordinator shall provide labor market information to customers during the assessment and in the development of the Employment Plan. Customers shall be informed about local, regional, and national labor markets, including job vacancy listings in such markets and provided information related to local occupations in demand and the earnings and skill requirements thereof.

5. Program Orientation: The One-Stop Coordinator may provide an orientation to prospective applicants for WIOA programming, which includes the following topics:

- (1) Purpose and philosophy of the program.
- (2) Conditions and standards for the program activities, including:
 - Hours of work or schedules of classes
 - Pay provisions (if applicable)
 - Job title, job duties, and responsibilities (if applicable)
 - Availability of support services

- Length of training
 - Training start and completion dates
 - Contact Person and/or name and phone number of supervisor or classroom instructor
- (3) Other appropriate standards required by FEC or the employer or the classroom training institution. The training institution and the training course must be on the ETPL (Eligible Training Provider List) and the Kansas City and Vicinity Workforce Development Board.
 - (4) Counseling follow-up services.
 - (5) Participant responsibilities.
 - (6) Conditions for termination from the program.
 - (7) Equal Opportunity and WIOA complaint and grievance procedures.

6. Documentation of Progress: The One-Stop Coordinator shall be responsible for updating the customers' Employment Plan during the period the customers are in the WIOA program and entering case notes into MoJobs, as required by policy.

7. Follow-Up Activities: Assist with providing follow-up services for all participants. 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 FEC by the 30th of each month.

9. Supportive Services: The One-Stop Coordinator shall provide support services to eligible enrolled customers to enable them to participate in the program. Customers shall be referred to agencies/organizations for support services needed to enable them to successfully complete training and to increase the potential for a successful outcome. The Contractor will document the need for a supportive service and that no other community based services are available in MoJobs (through the needs assessment tab and case notes – see DWD Issuance 09-2015) and update the Employment Plan for participants receiving supportive services. The Contractor shall assist with supportive services in accordance with policy established by the FEC.

B. The Position of Outreach/Follow-Up Specialist

The Outreach/Follow-Up Specialist shall perform duties primarily related to outreach and follow-up activities. These duties include:

1. Scheduling and Conducting Outreach Events: Scheduling and attending outreach events at each of the locations of the Community Services League and with other agencies and organizations within the community, in concert with the Director of Career Services/ Functional Leader.

2. Communication Regarding Outreach Events: Maintaining a schedule of outreach events sponsored at each office or location of the Community Services League and at other locations and communicating these events to the One-Stop Coordinator and Director of Career Services/Functional Leader.

3. Knowledge of Eligibility Requirements: Have an in-depth knowledge of eligibility requirements of training programs offered through the Job Center and assist with informing customers of eligibility requirements and documentation needed. Required documentation shall be collected and forwarded to the Director of Career Services/Functional Leader for review and assignment to eligibility determination personnel for those customers who express interest in training. The Outreach/Follow-Up Specialist shall have knowledge of the eligibility requirements for all training programs. Eligibility policy is found in Issuance No. 2017-006, Modification 3, WIOA Youth Eligibility Policy, as amended, and Issuance No. 2017-011, Modification 2, WIOA Adult and Dislocated Worker Eligibility Policy, as amended.

4. Recruitment of clientele of referred applicants. The Outreach/Follow-Up Specialist shall follow up on all referrals regarding services, trainings and other support provided by the Missouri Job Center, as appropriate, as a component of outreach services.

5. Provision of Information to Customers: The Outreach/Follow-Up Specialist shall inform customers of Tax Credits, Earned Income Credits, and Labor Market Information. Services shall be made easily accessible to customers, both laid off workers and employers. Customers will be advised how the system works and where to obtain services. Contractor will deliver services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services. The Outreach/Follow-Up Specialist shall use Labor market information provided by FEC and Jobs.mo.gov to inform customers about existing job opportunities. The Outreach/Follow-Up Specialist shall provide labor market information to customers during the assessment and in the development of the Employment Plan. Customers shall be informed about local, regional, and national labor markets, including job vacancy listings in such markets and provided information related to local occupations in demand and the earnings and skill requirements thereof.

6. Follow-Up Activities: Provide 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 FEC by the 30th of each month.

7. Other duties: The Outreach/Follow-Up Specialist shall perform other duties related to the responsibilities outlined in the contract, under the direction of the Director of Career Services/Functional Leader, and shall keep record of activities, including entering activities and case notes into MoJobs, as required by policy.

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 also complete a monthly written summary report to the East Jackson County Workforce Development Board/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 are recruitment events, referrals to Job Center teams, external workforce partners, and client activities such as orientation, career counseling, career assessments and other activities as directed by the Director of Career Services/Functional Leader.

STAFF TRAINING PROVISIONS

The Community Services League'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

The Community Services League 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 Center.

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

3. The Community Services League will cooperate under the Director of Career Services/Functional Leader on all approved leaves. The Director of Career Services/Functional Leader shall be notified of all annual leave, sick leave or other leave of absence of on-site staff of the Community Services League. The Community Services League will make arrangements for staff coverage in the event of such absences.

3. The Community Services League agrees to provide services for the minimum hours of operation for the East Jackson County Workforce Development Board Job Center, which is 8:00 a.m. to 5:00 p.m., Monday through Friday, and according to the Missouri Job Center's official days of service.

4. The Community Services League 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, the Community Services League will replace full time staff within a maximum of 45 days. Selections and terminations are to be made with the needs of the Missouri Job Center taking precedent.
6. The Community Services League agrees to discipline and/or terminate ineffective employees within a reasonable amount of time.
7. The Community Services League 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. The Community Services League 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 the Community Services League will place for the contracted positions will be registered with the Missouri Job Center, unless registered with another Job Center.
10. The Community Services League understands that this One-Stop Services contract is contingent upon funding availability.
11. The Community Services League will provide a full indemnification and hold harmless of any liability the East Jackson County Workforce Development Board or its governing bodies/Full Employment Council for any activities conducted by the contractor. This includes a full statement of responsibility for reimbursing the East Jackson County 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 Community Services League 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 Community Services League agrees to hold the State of Missouri and the East Jackson County 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. The East Jackson County 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 submitted 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, and may be renewed annually up to a period of four (4) years.

3. Remedies upon Breach

The Community Services League 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 Workforce Development Board/FEC and authorizes the 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

The Community Services League may not assign or delegate its rights and obligations under this Agreement without the prior consent of FEC, and any purported assignment or delegation without the

East Jackson County 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 Community Services League heirs, executors, administrators, or other legal representatives or assigns and this Agreement insures to the benefit of the East Jackson County 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.

Community Services League's designated Equal Opportunity Officer is to report on equal opportunity matters directly to the Full Employment Council, Managing Entity/Fiscal Agent of the East Jackson County Workforce Development Board. The Full Employment Council, Managing Entity/Fiscal Agent of the East Jackson County 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 East Jackson County 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.