

**SUBSIDIARY AGREEMENT
BETWEEN THE
KANSAS CITY AND VICINITY WORKFORCE DEVELOPMENT BOARD
FULL EMPLOYMENT COUNCIL, MANAGING ENTITY/FISCAL AGENT
AND
UAW-LABOR EMPLOYMENT TRAINING CORPORATION
FOR
ONE-STOP OPERATOR SERVICES**

WHEREAS the Kansas City and Vicinity Workforce Development Board issued a request for proposal for the purpose of awarding a contract to provide One-Stop Operator Services;

WHEREAS, The Kansas City and Vicinity Workforce Development Board selected UAW-Labor Employment Training Corporation (UAW-LETC) and desires to enter into an independent contract agreement with UAW-LETC;

WHEREFORE, The Full Employment Council, Managing Entity/Fiscal Agent of the Kansas City and Vicinity Workforce Development Board, and the UAW-Labor Employment Training Corporation do enter into this contractual agreement.

I. IDENTIFYING DOCUMENTATION
Sub-Agency Name

Subrecipient DUNS #: _____
FIC Contact Person: _____

Contract #: _____
Fiscal Performance
Federal Funds Awarded to Subrecipient
Award Description
Federal Accounting Agency
Federal Award Title
Federal Award Start Date
CFDA #: _____
Benefits and Developments
Federal Cost Data for Federal Award

UAW-Labor Employment Training Corp.
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Carmichael, CA 95608
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E-mail: yltc@letc.com
1465548
Clyde McQueen, President/CEO
Full Employment Council, Inc.
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OMB 25-02
July 1, 2022 - June 30, 2023
\$122,900.00
One-Stop Operator Services
U.S. Department of Labor
AA-34773-02-50-A-09
0461/2021
FY 17,238 / FY 17,278 / FY 17,239
N/A
N/A

PROGRAM ACTIVITIES: This agreement is for the provision of One-Stop Operator Services and Career Services, provided by services from one (1) staff person at the 1740 Paseo Boulevard, Kansas City, Missouri location (One-Stop Coordinator), and one (1) One-Stop Coordinator at the Northeast Kansas Services Center at 3180 NE 87th Street, Kansas City, Missouri. These staff members will work under the direction of Kansas City and Vicinity Workforce Development Board/FIC Director of Career Services/Regional Liaison at each site. Services provided shall include One-Stop Operator services, and Career Services (coordinating service delivery and follow-up services, and other services as directed by the Director of Career Services/Regional Manager at the respective locations.

 8/16/22
Date: 8/16/22

Clyde McQueen, President/CEO
Full Employment Council
Managing Entity/Fiscal Agent
Kansas City and Vicinity Workforce Development Board
1740 Paseo Boulevard, Kansas City, MO 64108

 8/26/22
Date: 8/26/22

Philip Tan, Vice President/CFO
UAW - Labor Employment Training Corporation
11010 Arteria Boulevard
Carmichael, CA 95608

II. PURPOSE

This Subrecipient agreement is for the provision of One-Stop Operator Services, which provides services from one (1) staff persons at the 1740 Paseo Boulevard, Kansas City, Missouri Central City location (One-Stop Operator Coordinator), and one (1) One-Stop 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.

A. One-Stop Operator Services

The UAW-LETC will serve as the One-Stop Operator for the Central City and Northland Job Centers, providing services to direct customer flow and intake at these Job Center sites.

Within the job seeker customer base, the focus will be to provide intake, referral and follow up to persons 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
- Persons who are underemployed
- Persons receiving food stamps

III. PROVISION OF SERVICES

A. One-Stop Operator Services

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

Task 1: 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 the Senior Director of Planning, Compliance and Management Systems.

Task 2: Provide documentation and follow-up for client connections to employment and training staff within the Full Employment Council, Managing Entity/Fiscal Agent Job Center as well as to the Senior Director of Planning, Compliance and Management Systems;

Task 3: Provide documentation and follow-up for client connections made to specific personnel within the Missouri Job Center. This referral must be documented, identifying staff persons to whom the referral was made;

Task 4: Perform any other requirements/activities as may be requested by the Kansas City and Vicinity Workforce Development Board Functional Leader to ensure the appropriate connection and follow up for Job Center customers;

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

- 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;
- Maintaining documentation of job seeker customer activities in MOJOBS, the State of Missouri's information management system;
- Provide weekly and monthly reports to Job Center management.

Task 7: To coordinate and refer customers to One-Stop staff in addition to recruitment and outreach as may be requested. Specific staff receiving the referrals will be specified within the One-Stop Center. Facilitate referrals and conduct orientations as requested by the Full Employment Council Managing Entity.

Task 8: The Subrecipient will meet monthly with the Full Employment Council Directors of Career Services/Functional Leaders and Planning Director. This meeting must indicate day-to-day activities at the Central City and Northland Job Center locations. Each month performance reports are to be submitted regarding contract performance to reports@fesco.org. The meeting contact for the UAW-LETC is the Program Coordinator or Apprenticeship Coordinator of UAW-LETC. The meeting contact for the Kansas City and Vicinity Workforce Development Board is the Senior Director of Planning, Compliance and Management Systems.

Task 9: The Subrecipient will meet monthly with the Full Employment Council and report (1) data related to contact with customers and (2.) One-Stop partner coordination and referral that results in successfully meeting WIOA Performance.

Specifically, these measures are:

WIOA Adult Negotiated Performance FY21	KCV LWDB Plan
Employment Q2 Adult	56.5%
Employment Q4 Adult	58.0%
Credential Adult	56.5%
Skill Gains Adult	46.0%
Median Wage	\$4,800.00

Dislocated Negotiated Performance PY21	KCV LWDB Plan
Employment Q2 DW	65.0%
Employment Q4 DW	60.0%
Credential DW	65.9%
Skill Gains DW	56.0%
Median Wage	\$6,985.00

WIOA Youth Negotiated Performance PY21	KCV LWDB Plan
Employment Q2 Youth	66.0%
Employment Q4 Youth	64.0%
Credential Youth	64.0%
Skill Gains Youth	38.0%
Median Wage	\$3,100.00

As the One Stop Operator may not:

- Convene system stakeholders to assist in the development of the Local Plan.
- Prepare and submit Local Plans; or Be responsible for oversight of itself;
- Manage or participate in the competitive selection process for OSOs;
- Select or terminate other OSOs, Career Services, or Youth Services providers;
- Negotiate local performance-accountability measures; or
- Develop or submit budgets for activities of the LWDB

IV. REPORTING REQUIREMENTS

The Subrecipient will submit weekly reports of activities to the Director of Career Services/Functional Leader regarding activities performed under the contract. The Subrecipient shall complete a monthly written summary report to the Full Employment Council, Managing Entity, no later than the 10th of the month which documents for the preceding month all Subrecipient 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 assessments and other activities as directed by the Director of Career Services/Functional Leader.

V. 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.

VI. 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 Subrecipient. 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 Subrecipient 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.

VII. 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 Subrecipient and approved by the Kansas City and Vicinity Workforce Development Board/FEC. The Subrecipient will submit monthly invoices for all work related to this scope on or before the 10th of the following month. Invoices requesting payment will be submitted to reports@fecka.org, along with a written progress report. The Senior Director of Planning, Compliance and Management Systems 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 of 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 documentation has been accepted, or services performed have been acceptable.

2. Subrecipient Agreement Period

The current agreement is for a period of one year beginning from July 1, 2022 to June 30, 2023.

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/NEO's prior written consent, shall be null and void.

4. 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.

5. 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 herein 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 herein, executives, administrators, or other legal representatives or assigns and this Agreement inures to the benefit of Kansas City and Vicinity Workforce Development Board/NEO, its successors and assigns.


8. NEO 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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT AS OF THE DATE ABOVE WRITTEN.


Signature
Clyde McCosker, President/CEO
Full Employment Council
Managing Entity/Fiscal Agent
Kansas City and Vicinity Workforce Development Board


Signature
Philip Tan, Vice President/CEO
UAW - Labor Employment Training Corporation

8-26-2022
Date