

WORKFORCE DEVELOPMENT BOARD EXECUTIVE COMMITTEE AGENDA

THURSDAY, JUNE 15, 2023, from 9:00 – 10:30 A.M.

In-Person Meeting

At Michigan Works! Service Center, 1601 S. Burdick Street, Kalamazoo, MI 49007

Note: Members must attend in-person to participate in voting.

Public Access is available at:

<https://us02web.zoom.us/j/87835460474?pwd=NjhITDhmMlZRNEZ2WDA3Q2xidXc5UT09>

Meeting ID: 878 3546 0474 Passcode: 842085

Or Dial US Toll Free:

877 853 5257; 888 475 4499; 833 548 0276; 833 548 0282

- I. **CALL TO ORDER / INTRODUCTIONS** Lisa Godfrey, Chair
- II. **TRANSPARENCY & INTEGRITY OF WDB DECISIONS** Kathy Olsen
- III. **PUBLIC TIME**
- IV. **APPROVAL OF MINUTES (Vote Required)**
 - A. WDB April 20, 2023 Executive Committee Meeting Minutes (*Exhibit A1*)
 - B. WDB May18, 2023 Full Board Quarterly Meeting Minutes (*Exhibit A2*)
- V. **COMMITTEE REPORTS**
 - A. Monitoring and Evaluation Brian O'Donnell/ Dave Maurer
- VI. **NEW BUSINESS**
 - A. Request for Proposal Update Amy Meyers
 - 1. One-Stop RFP
 - B. Workforce Development Agreement (*Exhibit B1-B3*) Amy Meyers
 - C. WDB Plans (*Vote Required*) Amy Meyers
 - 1. Memorandums of Understanding (MOUs) (*Exhibit C1*)
 - 2. Infrastructure Funding Agreements (IFAs) (*Exhibit C2*)
 - 3. MiREACH (*Exhibit C3*)
 - D. WDB Bi-Annual State Recertification (*Exhibit D*) Kathy Olsen
- VII. **STAFF REPORTS**
 - A. Labor Market Info Update (*Exhibit E*)
& Business Services Update & Dashboard (*Exhibit F*) Ashley Iovieno
 - B. Operations Update & Dashboard (*Exhibit G*) Amy Meyers
 - C. Directors Report (*Exhibit H*) Jakki Bungart-Bibb

VIII. OLD BUSINESS

IX. PUBLIC TIME

X. MEMBERS' TIME

XI. UPCOMING MEETINGS

- A. **Executive Committee** – Thursday, July 20, 2023, from 9:00-10:30 am
at Michigan Works! Service Center, 200 W Van Buren Street, Battle Creek, MI 49017
- B. **Full Workforce Development Board** – Thursday, September 21, 2023, from 9:00-10:30 am
at a location in St. Joseph County
- C. **Monitoring & Evaluation Committee** – Tuesday, June 27, 2023, from 8:00-9:30 am
at Michigan Works! Service Center, 1601 S Burdick Street, Kalamazoo, MI 49001
- D. **Disability Awareness Resource Team (DART) Committee** – Tuesday, June 20, 2023,
from 2:00-4:00 pm (In-person with virtual option)
at the Upjohn Institute, 300 S. Westnedge Ave, Kalamazoo, Michigan 49007
- E. **Career Educational Advisory Council (CEAC)** – Monday, September 18, 2023, from 1:00-3:00 pm
(In-person with virtual option)
at Kalamazoo RESA, 1819 E. Milham Rd, Portage, MI 49002

XII. ADJOURNMENT

Lisa Godfrey, Chair

**Workforce Development Board Executive Committee
 Meeting Minutes
 April 20, 2023**

CALL TO ORDER: Workforce Development Board Chair, Lisa Godfrey, called the meeting to order at 9:03 a.m. at the Michigan Works! Service Center, 1601 S. Burdick Street, Kalamazoo, Michigan 49001.

Attendees introduced themselves and Kathy Olsen introduced individuals who were attending virtually.

WDB Members Present:

Lisa Godfrey (PS)* Kris Jenkins (Educ)* Frank Tecumseh (PS)*
 Randall Hazelbaker (PS)* Jackie Murray (PS)* * Exec Committee

WDB Executive Members Absent

Dave Maurer (PS)*

Other WDB Members Present

John Fiore (MRS) Brian O'Donnell (PS) Charles Rose, alternate for
 Jeff Heppler (PS) David Pawloski (Labor)[∇] Jose Orozco (CBO)
 Karla Meeks (PS)[∇]

Center for Workforce Innovation and Solutions / Michigan Works! / Upjohn Institute Staff Present:

Jakki Bungart- Bibb Amy Meyers Amanda Rosenberg
 Ashley Iovieno Kathy Olsen

Michigan Works! Services / Program Staff Present:

Paige Daniels (YOU/KRESA)[∇] Amanda Sutherland [∇] Attended Virtually
 YOU/KRESA)[∇]

Guests Present:

Bud Norman (Branch County)[∇] Kristine Stevens (GOCC)

TRANSPARENCY & INTEGRITY OF WDB DECISIONS

Kathy Olsen asked members present if there were any items on the agenda requiring a vote for which a conflict of interest or a potential conflict of interest exists; and if so, the conflict should be declared at this time. There were none.

PUBLIC TIME

No comments.

APPROVAL OF MINUTES (Exhibit A)

Motion made by Jackie Murray and supported by Randall Hazelbaker to approve the Workforce Development Board (WDB) March 16, 2023 Executive Committee meeting minutes Motion carried.

COMMITTEE REPORTS

Monitoring Committee

Jackie Murray reported that the Monitoring Committee recently met to review the WIOA Youth programs and services. The Committee interviewed three participants and when asked how they heard about the program, the responses included that they learned about it from youth staff and at a shelter where one of the youth volunteered. When asked what the best method was to use to reach youth, the Committee was surprised to learn that community and fun events received a higher recommendation than social media. During the meeting, a staff monitoring report was also reviewed. Staff had reviewed twenty-one (21) files that included a sampling of all the youth programs. It was noted that the administrative recommendations made at last year's monitoring were being addressed. Staff reported that four participants were also interviewed during the staff monitoring. In summarizing, Ms. Murray reported that one corrective action was required to ensure activities are opened and closed in alignment with WIOA requirements; one administrative recommendation was made for the implementation of enhanced strategies and standards to ensure participants are exited from the program in a timely manner, and that staff determine the appropriate time to exit the program; and there was a continuous improvement recommendation to ensure staff are actively reviewing participants subject to Measurable Skills Gains (MSGs) performance measures, and manually ending the MSGs, in alignment with the guidance in the WIOA manual and internal standards. Paige Daniels, Executive Director of Career Development at Kalamazoo RESA, gave a very thorough presentation. Ms. Daniels also reported that Kalamazoo RESA is acquiring a mobile lab that can be changed out to promote various industries. The mobile lab was primarily funded by a couple of local businesses and to begin with, it will target the manufacturing industry. Jakki Bungart-Bibb noted that the mobile lab is a notable example of what unrestricted funding can accomplish.

Career Educational Advisory Committee (CEAC)

Kris Jenkins reported the Career Educational Advisory Council (CEAC) recently met. Career Education Planning Districts (CEPD) regions 20 and 21 provided Career Technical Education (CTE) reports on Perkins V funding. Tentative allocations for the next school year were \$628,553 for Region 20 which includes Kalamazoo and St. Joseph Counties and \$51,677 for Region 21 which includes Barry, Branch and Calhoun Counties. Lists ranking the occupational clusters in each of the State's ten prosperity regions were included in the CEAC meeting agenda packet. The MiSTEM Network announced scholarships are available to instructors for two summer workshops. One is titled "Algebra in Manufacturing Processes, Entrepreneurship and Design" (AMPED) and the other is "Geometry in Construction" (GIC). Both will take place June 26-29, 2023 in Sault Ste. Marie, Michigan. The link to more information and to apply was included in the CEAC agenda packet.

St. Joseph County education updates included new welding booths, a work-based learning luncheon, the showcasing of the CTE Public Safety program at the CTE Showcase in Lansing, a MiCareerQuest™ event scheduled to be held on May 9, 2023, the development of a new culinary arts program to begin next fall, and the hiring of a new instructor for their CTE Construction Trades program. Education updates for *Branch County* included funding from the State School Aid Section 61(i) grant that will be used for teacher retention and recruitment. An eighth grade Discovery program for at-risk students just concluded. The youth were identified as having some interest in industrial arts and they worked on special projects with 11th and 12th grade mentors. *Calhoun County* education representatives reported to the CEAC that they were working diligently to increase the number of youth apprenticeships. Calhoun County reported they do not have machining or electrical technician available at the ISD and they are working with the Branch Area Career Center and Kellogg Community College to increase the opportunities for students interested in these career pathways. The physical renovation of space was just completed for the welding lab and Calhoun ISD will be adding thirty (30) seats. They are currently interviewing for an instructor. Calhoun County also applied for and received a State School Aid Section 61(i) grant for regional improvement.

Kellogg Community College has signed on as a supporter of the Electric Vehicle (EV) Job Academy which is a statewide initiative to share curriculum for the EV consortium. *Glen Oaks Community College* held a Health Education Career Fair on March 28, 2023. *Adult Education* is experiencing an increase in the number of enrollments, and it is hopeful that additional funding will become available for adult education. *Business representatives* who attended the meeting reported that it has been difficult to get youth and their parents interested in manufacturing careers. Business representatives also noted that they are beginning to see a slowdown in the manufacturing industry. CEAC members also had a discussion regarding the amount of money spent on youth athletics and suggested those funds would be better spent if they were applied towards a college education. They also discussed creative ways to promote youth who sign up to attend a college or an apprenticeship training program.

Board member, Jeff Heppler added that he sees industries such as manufacturing, agriculture and recreation/hospitality as important industries in Southwest Michigan and the importance of teaching youth the job skills to acquire employment in these industries.

Disability Awareness Resource Team (DART)

John Fiore reported the Disability Awareness Resource Team (DART) recently met. Life Coach, Tina Bravata, provided a professional development opportunity for members. The title of the presentation was “Supporting Customers through Motivation and Empowerment”. Members discussed emerging issues that included the expansion of dental services covered under Medicaid and the need to contact legislators and ask them to raise the maximum limit allowed for financial assets so that individuals do not lose their benefits. It was also noted that some federal legislative representatives are advocating for Medicaid work requirements. Disability awareness training opportunities included the DART Desktop Training modules, workshops offered by Disability Network Southwest Michigan, and workshops offered by the Kalamazoo Public Library ONEPlace. Agency updates were also provided at the DART meeting. Arc Community Advocates is seeking an Executive Director. Michigan Rehabilitation Services (MRS) is recruiting for a Certified Nurse Assistant (CNA) class that is scheduled to begin in July; plans are to hold a CNA class twice a year. MRS is partnering with MWSW, YOU/KRESA, MCTI, the Kalamazoo Promise, the Northside Neighborhood Association, and other entities to recruit participants. Disability Network Southwest Michigan is expanding their outreach throughout their eight-county service area, with a focus on reaching individuals in rural locations. Goodwill Industries offers free financial classes and coaching in Kalamazoo County. There are no income requirements; however, the focus is to serve the ALICE population. The staff for these classes are certified and the Financial Coaching Coordinator is Kathleen Wine; she can be reached at kwine@goodwillswmi.org or 269-382-0490 x249. The application period for the summer program at Youth Opportunities Unlimited closed on April 10 and staff are currently assigning enrollees to a coach. Younger youth will be working with a team and a coach, and the older youth will have a paid internship in the community. The Recovery Institute continues to work with the drug court and focuses on working with individuals who have abused drugs. The Michigan Department of Labor and Economic Opportunity (LEO) expects to release an RFP by July 1 to award \$15 million of COVID Relief funds to expand the current Barrier Removal Employment Success (BRES) funding. This will be a competitive RFP and any entity can apply. Lastly, the Oklahoma School for the Deaf is offering free ASL classes during their spring semester that runs February 13 through July 31, 2023. The link for more information is <https://courses.osd.k12.ok.us/>.

NEW BUSINESS

WDB Plans

WIOA Local Plan (Exhibit B) - Amanda Rosenberg reported that the Workforce Innovation and Opportunity Act (WIOA) states that each Workforce Development Board is responsible for the development of a Local Plan. The Local Plan serves as a four-year action plan to develop and integrate service delivery strategies and to support the State’s vision of strategic and operational goals. This Local Plan was modified to align with the Boards’ decision to allow Michigan Works! Southwest to provide

Wagner–Peyser Employment Services, directly. This Local Plan Modification was posted for a 30-day public review and comment period beginning March 15, 2023. No comments or questions were received.

FY23 Going PRO Talent Fund (GPTF) (Exhibit B2) – Amanda Rosenberg reported the Going PRO Talent Fund provides opportunities through competitive awards to employers to assist in training and retaining new and current employees. The allocation for this plan totals just over \$3.4 million and is reflective of the Cycle I awards. She reported that Michigan Works! Agencies receive an award based on the total number of company applications approved for Talent Fund funding. This award reflects the training of 1,721 local individuals at 31 companies. She further reported that companies may also apply for funding as part of an Industry Led Collaborative (ILC). Training funded by the Talent Fund must fill a demonstrated need experienced by an eligible employer. A list of allowable training is provided on the plan document.

Motion made by Kris Jenkins and supported by Frank Tecumseh to approve the WIOA 4-year Local Plan Modification and the FY23 Going PRO Talent Fund Cycle I awards. Motion carried.

State Apprenticeship Expansion (SAE) – Amanda Rosenberg reported the State Apprenticeship Expansion (SAE) grant was awarded to Michigan Works! Southwest through the State of Michigan on April 1, 2021, for the development and expansion of Registered Apprenticeship Programs in Southwest Michigan. On April 3, 2023, the State of Michigan approved a modification to the grant, extending the funding term from March 31, 2023 to June 30, 2024, and updating the local elected official for Michigan Works! Southwest to reflect Mr. John Taylor. This grant is not a funding source that requires WDB approval, and therefore a vote is not required. However, as this funding falls under the auspices of this Board, staff wanted to make the Board aware that this modification is scheduled for review and approval at the Kalamazoo County Board of Commissioners meeting on May 3, 2023.

Requests for Proposals Update

As a follow up to the Michigan Works! Southwest’s Workforce Development Board meeting held in March, Amanda Rosenberg provided an update on the current Requests for Proposals (RFPs).

RFP 2023-1 to secure a One Stop Operator was posted publicly on Friday, March 14, as planned. The due date for proposal submissions was April 14; however, no notice of intent to bid or proposals were received. This RFP, along with the solicitation list, is undergoing internal review for necessary updates to ensure appropriate potential bidders are reached. Information regarding the status of this RFP moving forward will be shared with the Board via email.

RFP 2023-2 was released to secure a merit-based staffing contractor for the Trade Adjustment Assistance (TAA) Program. The RFP was posted on Friday March 24, and one Letter of Intent to bid was received.

RFP 2023-3 was released to secure an entity to provide General Outreach and Communications; and two Letters of Intent to bid were received.

Proposals for RFP 2023-2 and RFP 2023-3 are due by the end of the day on Friday, April 21, 2023. Staff expect to hold reviews for both RFPs on Tuesday, May 2, 2023 at 1:00 p.m. Board members were asked to please email Kathy Olsen if they are available to assist.

Announcements

Kathy Olsen asked members to save the date of Wednesday, December 6, 2023 for an evening meeting and year-end celebration that will take place from approximately 5:00-7:00 p.m. Additional information will be provided as details are confirmed.

STAFF REPORTS

Business Services Update and Dashboard (Exhibit D)

Ashley Iovieno provided a Business Services and Dashboard Report update (Exhibit D). The Dashboard was emailed to members prior to the meeting. The Dashboard included data pertaining to unemployment rates, job demand, the Going PRO Talent Fund, and employers served. She also provided updates pertaining to the Labor Market newsletter, and MiCareerQuest™ St. Joseph County.

Unemployment Rates - Ms. Iovieno reported unemployment rates for the month of January 2023 were listed on page two of the Dashboard. The Michigan Unemployment rate was reported to be 4.3%. with the national rate coming in at 3.6% and the four counties located in the Michigan Works! Southwest service area ranges from 4.1% to 5.1%. St. Joseph County was reported to be at 5%, Kalamazoo County was at 4.1%, Branch County was at 4.9%, and Calhoun County was at 5.1%.

Job Demand - Page three of the Dashboard included details of job demand in the Southwest Prosperity Region. The in-demand jobs data continues to show Registered Nurses at the top, followed by retail salespersons, and then first-line supervisors/retail, for a total of 16,611 ads, which is a 15.5% increase from last month. Employers with the most job openings closely aligned with the occupations showing the most openings.

Going PRO Talent Fund (GPTF) - Since the last Workforce Development Board meeting, one additional company received a Going PRO Talent Fund award; however, the Dashboard does not reflect this addition since notification was received yesterday, after the Dashboard was prepared. The number reported by Amanda Rosenberg under the Plans for this meeting was the accurate number of total companies awarded. The application period for Cycle 2 independent applications is still on track to open on May 1. To date, three information sessions for employers have been held, as well as multiple one-on-one meetings. Ms. Iovieno further reported there has been a lot of interest in Industry Led Collaboratives (ILCs) and approximately four are in process of applying within the Michigan Works! Southwest four-county area. The ILC application period will remain open until the funding is exhausted.

Employers Served - Page five of the Dashboard shows the number of employers served and services provided, this includes data through March 2023. Ms. Iovieno noted that staff are hearing from more employers asking for assistance in filling openings as seasonal job openings begin to pick up.

Michigan's Labor Market News – A March issue of Michigan's Labor Market Newsletter was not released; instead, the State published Industry Cluster Reports. The just released April edition of Michigan's Labor Market Newsletter focuses on the eight industry clusters in Michigan which include Agriculture, Construction, Energy, Healthcare, Hospitality and Tourism, Information Technology, Manufacturing and Mobility. The map of the month features the share of online job advertisements by the Michigan Prosperity Regions. Michigan Works! Southwest is included in Region 8, which had 7.3% of the total ads statewide, with manufacturing ads reported to be at 10.9% and healthcare ads were reported to be at 10.4%. Region 8 was lower in the hospitality and tourism ads, which were reported to be at 6.5%.

MiCareerQuest™ St. Joseph County – Ms. Iovieno reported Michigan Works! Southwest is excited to be partnering with St. Joseph County Intermediate School District, the Three Rivers Area Chamber of Commerce, Southwest Michigan First, Glen Oaks Community College, and many other organizations to bring the MiCareerQuest™ to Saint Joseph County students on May 9, 2023 at the Doyle Center in Sturgis, Michigan from 8:00 a.m. to 3:00 p.m. So far, over forty-five (45) employers are registered, and staff are wrapping up recruiting last-minute employer registrations for the event. Additionally, volunteer opportunities are still available. She invited Board members to stop by to check out the event and offered to provide a tour. Anyone interested in an employer booth, volunteering, or a tour, should contact her at iovieno@upjohn.org.

Burning Glass Analytics and Real Time Jobs Data (Exhibit C) - The website link to the labor market reports generated from Burning Glass Analytics and Real Time Jobs Data that identified top detailed occupations, skills greatest in demand, and employers with the most job openings in Prosperity Region 8, Michigan Works! Southwest, and each of the four counties in the Michigan Works! Southwest Area for the period February 1, 2023, through March 31, 2023, was included in the meeting notice.

Operations Update and Dashboard (Exhibit E)

Amy Meyers reported the Services Dashboard (Exhibit E) was emailed to members prior to the meeting and includes services data through March 31, 2023. She reported data is run at a specific point in time for the monthly Dashboard reports and most performance measures as reported on page 4 of the Dashboard are exit-based. The Measurable Skills Gain (MSG) is an annual measure, and it is expected that the MSG performance will be higher at the end of the program year.

Ms. Meyers reported Barrier Removal Employment Success (BRES) funding has historically been awarded to Michigan Works! agencies. This funding is less restrictive and is used to fill gaps in our service area and primarily assist individuals who fall within the ALICE population to gain or maintain employment. An RFP for additional BRES funding from the State is expected soon, as the source for the additional funds is ARPA funding and it cannot be distributed by formula. Therefore, the RFP application will be open to entities outside of the Michigan Works! agencies.

The State monitoring review for Partnership. Accountability. Training. Hope (PATH), Food Assistance Employment and Training (FAE&T), Clean Slate, and Barrier Removal Employee Success (BRES) programs occurred during March of 2023. Ms. Meyers reported the review resulted in no findings, all activities satisfied federal program requirements, and no further action is required. The site visit included not only a participant file review, but monitoring staff also observed actual program orientations that Michigan Works! Southwest staff provide for both PATH and FAE&T customers. The State monitors also reviewed program operations and best practices with staff. Ms. Meyers expressed a thank you to the Michigan Works! Southwest direct services staff and the monitoring staff for their assistance in preparing for this monitoring visit. Jakki Bungart -Bibb also expressed thanks to Amy Meyers, the MWSW team, and the service providers for the work they put into the monitoring visits and noted that it is a rare instance for MWSW to receive a finding or a corrective action.

As a follow-up to the modification to the local four-year plan reported on earlier in the meeting that identifies Wagner-Peyser Employment Services to be provided by Upjohn employees, these services will begin being provided by Upjohn employees on Monday, April 24, 2023 at the Coldwater and Three Rivers locations. In partnership with Kalamazoo RESA, it was determined that this was the best route to maintain appropriate staffing levels and levels of customer service.

Director's Report (Exhibit F)

Wage and Benefit Survey - Jakki Bungart-Bibb reported in the fall of 2022, the Upjohn Institute conducted a wage and benefit survey. The survey focused on manufacturing and healthcare establishments in Prosperity Region 8, which includes Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph, and Van Buren Counties. The results of that survey were recently released and can be found on the Upjohn Institute [website](#). The survey examined issues related to employee attraction and retention. It also examined alternative ways companies are trying to meet labor demand. With the release of these results, Upjohn Institute President Mike Horrigan, along with partners across the region, presented the results in a Legislative roundtable on Monday, April 17, 2023, and a media roundtable on Tuesday, April 18, 2023. Several articles were published because of these roundtables. [The link to the survey was sent to members following the meeting.] She expressed thanks to Ashley Iovieno and the Business Solutions Professionals,

economic development partners, Berrien, Cass, and Van Buren Michigan Works and Kinexus for their assistance with the survey.

ETA Conference – Ms. Bibb reported that a representative from Michigan Works! Southwest was recently invited to attend the U.S. Department of Labor (USDOL) Vision 2030 Workforce Convening in Virginia. The USDOL Employment and Training Administration (ETA) will provide an opportunity for the public workforce system to come together to ensure that an economy that works for all is built. This convening will be an opportunity to highlight and uplift existing programs, build partnerships, and break down silos, catalyze success by scaling up together, and create strategic plans to meet the needs of the future. In service of this important work, ETA will share their vision for the next decade, focused on four guiding pillars: (1) Open Opportunities for Vulnerable Workers and Communities; (2) New Industry Partnerships that Lead to Real, Good Jobs; (3) Build a Better Care Economy; and (4) Action Today for the Future of Work. This monumental task requires all facets of the workforce development system to come together. Attendees will include representatives from state and local workforce boards, education and training providers, state workforce agencies, community colleges, employers, unions, industry associations, training intermediaries, philanthropy, community-based organizations, academic researchers, and federal and other government partners. Ms. Bibb will be the representative from Michigan Works! Southwest who will be attending this invite only conference.

Employer Resource Network® (ERN)® - Ms. Bibb reported that Kelli Adams, Michigan Works! Southwest Employer Resource Network® Director, was recently awarded the 2023 Change Maker Award for her work in the development and administration of the largest and most successful ERN® in the nation. Kelli was recognized at a national conference held in Ohio in March 2023.

Michigan Works! Association Advocacy Newsletter – Ms. Bibb reported that the Michigan Works! Association recently published their inaugural Michigan Works! Advocacy Newsletter. Through this newsletter, the Association will be sharing stories and lifting up the voices of workforce partners. The first edition highlights the state and federal legislative priorities for the workforce system. State highlights included the Michigan Skills Fund, Youth Work Experience, Michigan Works! Infrastructure Funding, the Going PRO Talent Fund, the BRES Program, Youth Career Awareness & Exploration, and Michigan Reconnect. Federal highlights included Wagner-Peyser Employment Services, the Workforce Innovation and Opportunity Act (WIOA) Re-authorization, Pell Eligibility Expansion, Temporary Assistance for Needy Families (TANF) Re-authorization, and Trade Adjustment Assistance (TAA) Re-authorization.

Childcare Executive Order - On April 18, 2023, President Biden signed an executive order designed to address the childcare crisis. The order includes more than fifty (50) directives to nearly every agency to take action on fixing the childcare and long-term care system. Additional information can be found [here](#) and the [link to the Executive Order](#) was also sent to members following the meeting. Ms. Bibb further reported that Michigan Works! Southwest recently applied to be part of an initiative focused on childcare and is waiting to hear if the application was accepted. Additionally, Pulse, within the Upjohn Institute's Center for Workforce Innovation and Solutions, was asked by the State to take on some of the work related to childcare. Lisa Godfrey noted that childcare has been a workforce issue for 30+ years and Jackie Murray added that the pandemic elevated the need for this to be addressed as many individuals dropped out of the workforce due to the lack of childcare and/or the cost.

OLD BUSINESS

None.

PUBLIC TIME

None.

MEMBERS' TIME

Dave Pawloski reported he will need to attend the next meeting via Zoom.

UPCOMING MEETINGS

- The next meeting of the full WDB is scheduled for Thursday, May 18, 2023, from 9:00 – 10:30 a.m. at the Branch County Community Health building, 570 Marshall Road, Coldwater, Michigan.
- The next WDB Executive Committee meeting is scheduled for Thursday, June 15, 2023, from 9:00-10:30 a.m. at the Upjohn Institute, 300 S. Westnedge Avenue, Kalamazoo, Michigan.

Other upcoming committee meetings listed on the agenda included:

- The Career Educational Advisory Council (CEAC) meeting is scheduled for Monday, May 15, 2023, from 1:00-3:00 p.m. at Kalamazoo RESA, Wile Auditorium, 1819 E. Milham Rd, Portage, Michigan. [This meeting was cancelled.]
- The Monitoring and Evaluation Committee meeting is scheduled for Tuesday, May 23, 2023, from 8:00-9:30 a.m. at the Michigan Works! Service Center, 200 W. Van Buren Street, Battle Creek, Michigan.
- The Disability Awareness Resource Team (DART) Committee meeting is scheduled for Tuesday, June 20, 2023, 2023, from 2:00-4:00 p.m. at the Upjohn Institute, 300 S. Westnedge Ave., Kalamazoo, Michigan.

ADJOURNMENT

There being no other reports or business for the Board, the meeting was adjourned at 10:09 a.m.

Kathy Olsen

Date

Lisa Godfrey

Date

APPROVED

These minutes were approved on _____

**Workforce Development Board
 Meeting Minutes
 May 18, 2023**

CALL TO ORDER: Workforce Development Board Chair, Lisa Godfrey, called the meeting to order at 9:00 a.m. at the Branch County Community Health Building, 570 Marshall Road, Coldwater, Michigan.

Individuals attending in-person and virtually, introduced themselves.

WDB Members Present:

Kathi Cain-Babbitt, alt for Willcutt (Labor)	Jared Hoffmaster (PS)	Jose Orozco (CBO)
Jill Bland (Econ Dev)	Alan Ives (PS)	Dave Pawloski (Labor)
John Fiore (MRS)	Kris Jenkins (Educ)*	Sabrina Radenovic (PS) ^V
Lisa Godfrey (PS)*	Derek King (PS)	Tonya Forbes for Dr. Paul Watson (Educ)
Randall Hazelbaker (PS)*	Dave Maurer (PS) ^V	* Exec Committee
Brandi Herrell for Frank Tecumseh (PS)*	Karla Meeks (PS) ^V	^V Attended Virtually
	Jackie Murray (PS)* ^V	
	Brian O'Donnell (PS)	

WDB Members Absent

Morris Applebey (Labor)	Jeff Heppler (PS)	Elizabeth Van Dussen (PS)
Karen Doubleday (DHHS)	Lisa Johansen (DOC)	Ken Willcutt (Labor)
Jessica Eyster (PS)	Windy Rea (Job Corps)	* Exec Committee
	David Sutherland (PS)	

Center for Workforce Innovation and Solutions / Michigan Works! / Upjohn Institute Staff Present:

Mike Horrigan	Amy Meyers	Amanda Rosenberg
Ashley Iovieno	Kathy Olsen	Shelby Springett ^V

Michigan Works! Services / Program Staff Present:

Paige Daniels (YOU/KRESA)	April Hamilton (MWSW/Upjohn) ^V	Amanda Sutherland (YOU/KRESA)
Blaine Farr (WDI) ^V	Danielle Sommers (MWSW/Upjohn)	Geovany Ulario (YOU/KRESA)

Guests Present:

Sonya Blanz (Youth Solutions)	Kylee Johnson (Office of Rep. Julie Rogers) ^V	Kristine Stevens (GOCC)
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**RECOGNITION
 Shining Star Awards**

Amy Meyers presented the Michigan Works! Southwest's Shining Star Awards for the months of February, March and April 2023.

The *February Shining Star* recognized was *Danielle Sommers*. Danielle Sommers consistently goes above and beyond expectations when providing services to individuals in the Branch County community and proficiently serves a high number of non-English speaking customers. Along with her daily workload, she has continuously shown exceptional organization and problem-solving skills. Ms. Sommers is well equipped to endure the rigors of career coaching while always maintaining a professional demeanor and acumen. Ms. Sommers' ability to focus on, as well as her dedication and contributions to, Michigan Works! Southwest customers are highly valued and appreciated.

The *March Shining Star* recognized was *Geovany Ulario*. Geovany Ulario demonstrates patience and compassion when working with customers and consistently displays a positive attitude. He is always willing to help others and strives to make not only customers, but also his co-workers, feel welcome. Mr. Ulario can relate well to others, and actively listens to understand. When confronted with challenging situations, he rises to the occasion and often goes above and beyond to assist others.

The *April Shining Star* recognized was *April Hamilton*. April Hamilton consistently demonstrates flexibility, empathy, and a team-oriented attitude. She provides exceptional customer service for all job seekers as she assists in seeking out resources, coordinating orientations, and providing supportive services to remove barriers. Ms. Hamilton goes out of her way to ensure the needs of customers, whose schedules often vary, are met, even after the close of business. Her hard work and dedication bring great credit to herself and her team.

Michigan Works! Association's Impact Awards

Amy Meyers reported on Wednesday, May 10, 2023, a few members of the Michigan Works! Southwest team, as well as the WDB vice chair, Jackie Murray, had the privilege of attending the 2023 Impact Awards Ceremony in Lansing hosted by the Michigan Works! Association. At this ceremony, Bleistahl and one of their Compact Technicians, Michael Coyle, were awarded the Impact Award for Michigan Works! Southwest's four-county area. The award acknowledged Bleistahl's long-standing relationship with Michigan Works! Southwest and the impact this partnership has had in providing many Battle Creek residents with the opportunity to grow and thrive. Among these residents is Michael Coyle. A video highlighting Michael Coyle and Bleistahl was then shared at the meeting. Ms. Meyers further reported that through the partnership with Michigan Works! Southwest and Bleistahl, Michael has found a job he loves and is able to spend more time with the people who matter most to him, his family. The Michigan Works! Southwest team is honored to have Michael Coyle and Bleistahl as the 2023 Impact Awardees and looks forward to continuing the partnership for many years to come. Ms. Meyers then asked Board member, Jackie Murray, to say a few words about the event. Jackie Murray reported she enjoyed hearing about the employers and employees who were recognized around the State by the sixteen Michigan Works! areas. She noted what she really liked about Michael Coyle's story is that it was one staff person, Brianna Ward, who took time to listen to him, and by doing so, she was able to make a lifelong impact on his life. Ms. Murray extended a 'shoutout' to Brianna Ward for making a difference. Copies of the Impact Awards booklet that included the impact stories of all sixteen Michigan Works! agencies were available to members at the meeting.

TRANSPARENCY & INTEGRITY OF WDB DECISIONS

Kathy Olsen asked members present if there were any items on the agenda for which a conflict of interest or a potential conflict of interest exists; and if so, the conflict should be declared at this time. There were none.

PUBLIC TIME

April Hamilton reported she was very thankful to be chosen for the April Shining Star Award. She highly recommended helping customers one-on-one and that getting them to the next step is most important towards helping them find employment. She added that the best thing that she likes about her job is when she is out in the public, outside of work hours, and having a former customer approach her to let her know that the five minutes she took with that customer helped them get ready to be hired into a good paying job. Learning that she helped move a customer on to the next step helps her love her job even more. She ended her comments by expressing an additional thank you.

APPROVAL OF MINUTES (Exhibit A)

The approval of the April 20, 2023 Workforce Development Board Executive Committee meeting minutes was tabled until the next meeting.

COMMITTEE REPORTS

There were no committee reports.

NEW BUSINESS

Request for Proposal (RFP) Update

One-Stop Operator RFP - Amanda Rosenberg reported the One Stop Operator Request for Proposal 2023-1b was posted publicly on Friday, April 21, 2023. The date for Proposal submissions was May 12, 2023. One proposal was

received. There will be a WDB RFP review meeting for this proposal on Wednesday, May 24, 2023 from 3:30-4:30 p.m. She requested that Board members please email Kathy Olsen to let her know if they are available to assist.

Trade Adjustment Assistance (TAA) Merit Based Staffing RFP - Amanda Rosenberg reported during the week of May 1, 2023, members of the Michigan Works! Southwest administrative team and members of the Workforce Development Board met for the purpose of reviewing and evaluating all proposals received in response to RFP 2023-2, for a Merit Based Contractor Staff for Trade Adjustment Assistance (TAA). As a result of this review, it was recommended that an award be granted to Kalamazoo RESA.

Outreach and Communications RFP - Amanda Rosenberg reported all proposals received in response to RFP 2023-3, for Communications and Outreach Services, were also evaluated by a committee of WDB members. As a result of this review, it was recommended that an award be granted to LKF Marketing.

Announcements

Job Quality Academy - Amy Meyers reported Michigan Works! Southwest, was notified about a month ago that we were selected to participate in the USDOL's Job Quality Academy, which was designed, and will be operated in partnership with, Jobs For the Future (JFF). This opportunity, when presented back in January, invited teams from across the country, representing states, tribes, and local workforce development boards and partners, to apply by identifying a specific industry sector to focus on to identify and test job quality practices, with the goal of increasing economic mobility and access. The industry focus area for MW Southwest is childcare, and staff will be partnering with Pulse. Pulse is in the same division as MW Southwest at the Upjohn Institute and their focus is to be a partner, advocate, and coach for improving early childhood development in Michigan.

Now that MW! Southwest has been selected, the staff have a team of individuals, that includes Amy Meyers, Jakki Bungart-Bibb, Ashley Iovieno, and two Pulse staff, who will be participating in the Academy which will include some in-person work in Washington, D.C. These in-person summits will focus on helping teams define job quality within their communities; embed good jobs principles into policies, partnerships, and programs; develop localized frameworks for use by partners, including employers; and develop methods and tools for assessing progress.

Between summits, the work will continue virtually. Additional local partners have been identified as non-travel partners. Those partners include the ERN® Director. She noted that ERN® is also under the Center for Workforce Innovation and Solutions at the Upjohn Institute. Teams will apply and test strategies that fit their communities during this time, and they will have access to coaching, as well as opportunities to brainstorm with each other about what works, what doesn't, and what matters most, when implementing job quality theories in practice. The first in-person summit is scheduled to take place during the month of June. Staff will keep Board members posted as they work through the process.

Save the Date – Kathy Olsen asked members to save the date of Wednesday, December 6, 2023 for an evening Workforce Development Board meeting to conduct year-end business and celebrate the 2023 accomplishments. The time is tentatively from 5:00-7:00 p.m. Additional information will be shared as details are solidified.

STAFF REPORTS

Business Services Activities (Exhibit C)

Ashley Iovieno provided an update on the Business Services Dashboard that included information regarding the current unemployment rates, job demand, the Going PRO Talent Fund, and employers served. She also reported on the MiCareerQuest™ St. Joseph County event.

Unemployment Rates

Ms. Iovieno reported the updated unemployment rates for March 2023 were noted on the second page of the Dashboard. The Michigan unemployment rate was reported to be 4.1%. The national rate was reported to be at 3.5% and the four counties in the Michigan Works! Southwest service area ranged from 4.1% to 5.1%. St Joseph County was at 4.8%, Kalamazoo County was reported to be at 4.1%, Branch County was reported to be at 4.6%, and Calhoun County was reported to be at 5.1%.

Job Demand

Details of job demand in the Michigan Works! Southwest area was reported on the third page of the Dashboard. Data continues to show Registered Nurses at the top, followed by retail salespersons and then first-line supervisors/retail for a total of 18,120 ads which is a 12.8% increase from last month. Employers with the most openings align closely with the occupations with the most openings.

Going PRO Talent Fund

The chart in the Dashboard for the Going PRO Talent Fund has been updated to reflect the last employer that was awarded for Cycle 1. Thirty-two (32) employers will benefit from grants that were awarded during the first cycle. The second cycle is currently open, and so far, staff are assisting approximately 25 to 30 employers with their applications. For the second cycle there is approximately \$12 million dollars available to be distributed across the State.

Locally, there has been a tremendous interest in the Industry Led Collaborative (ILC) portion of the Going PRO Talent Fund. Staff have submitted 3 ILCs, and a fourth ILC application is only missing the lead employer's application due to a Work-Based Learning Online Management System (WBLOMS) issue. Staff are troubleshooting with the State to resolve this. One of the ILCs submitted is named the West Michigan Training Collaborative and it includes 7 employers, for a total request of \$461,000. Another ILC named the 2023 West Michigan Manufacturing Collaborative includes 4 employers, for a total request of \$384,300. The third ILC submitted is called the Battle Creek Manufacturing Collaborative and that includes 10 employers, for a total request of \$103,900. The last ILC is called Albion IS ILC and it includes 16 employers, for a total training request of \$232,750.

Employers Served

The last page of the Dashboard highlights the number of employers served and services provided, this data is up to date as of April 2023. Data is starting to be reflective of the latest employer interaction increase because of the Going PRO Talent Fund.

MiCareerQuest™ St. Joseph County

Ms. Iovieno reported on Tuesday, May 9, 2023, MiCareerQuest™ St. Joseph County was held at the Doyle Center in Sturgis. It was a great partnership with St. Joseph County Intermediate School District, the Three Rivers Chamber of Commerce, Southwest Michigan First, and Glen Oaks Community College. There were approximately 55 booths for 9th grade students to explore with students spending 15 minutes in each pathway. Approximately 700 ninth graders from all St. Joseph County schools attended the event. The weather could not have been better, and it really helped the outdoor portion that included goats, rabbits, a fire truck, police cars, a semi, an ambulance, and the St. Joseph County Transportation Authority, to name a few. It was an incredible event and staff are so thankful to all the volunteers and the planning committee for being able to rejuvenate this event post-pandemic. She thanked Commissioner Hoffmaster for attending the event and asked him to share his thoughts regarding the event. Commissioner and Board member Jared Hoffmaster reported that the team of partners who helped with the event did a great job. The event was extremely well organized, The Doyle Center was a great venue for the event as it was large enough to hold all the students and was not so big that they were lost in the shuffle. He reported that his ninth-grade daughter was one of the attendees and she had nothing but good things to say about the event. She really enjoyed the interactive booths and the fact that many of the large employers in St. Joseph County were in attendance. He reported that he had a chance to check out the outdoor exhibits that included Clark Logic, emergency vehicles, public transportation, and farm animals, including goats. He even learned that there is such a thing as Goat Yoga.

Ashley Iovieno reported staff have already started planning for the next MiCareerQuest™ event. It will be held over two days in October at the Kalamazoo Expo Center and approximately 4,000 students from Kalamazoo and Calhoun Counties will be attending. She further reported that staff also work with Branch County to host an annual Career Day.

Labor Market Information

Michigan's Labor Market News – Ashley Iovieno reported the May edition of the Labor Market Newsletter was just released. This report focuses on Michigan Teen the Labor Market Trends. The top five occupational groups employing the largest share of Michigan teens in 2021 were food preparation and serving related, sales and related, transportation and material moving, office and administrative support, and personal care and service. The map of the month features

the 2022 Youth (Ages 16-24) Unemployment Rate by State. Michigan at 10.1%, ranked in the 9.0% to 12.0% range. Although this is seen as higher than other midwestern states, this is an improvement over last year.

Burning Glass Analytics and Real Time Jobs Data (Exhibit B) - The website link to the labor market reports generated from Burning Glass Analytics and Real Time Jobs Data that identified top detailed occupations, skills greatest in demand, and employers with the most job openings in Prosperity Region 8, Michigan Works! Southwest, and each of the four counties in the Michigan Works! Southwest Area for the period March 1, 2023 through April 30, 2023, were included in the meeting notice.

Operations Update & Dashboard (Exhibit D)

Amy Meyers reported the Dashboard Report pertaining to the daily program operations was included in the agenda packet for member review. She reminded members to reach out if they have questions. She highlighted the section pertaining to the Barrier Removal Employment Success (BRES) funding. She reported that BRES funding is less restrictive than the majority of the other fund sources and for the past two years MW Southwest has received this funding through a formula allocation. She noted that the most recent awards for funding formula was based on Calendar Year 2019 Asset Limited, Income Constrained, Employed population poverty level and the number of households.

As opposed to receiving a funding allocation through a formula for the next round of funding, in the coming month staff are anticipating that a Request for Proposal (RFP) will be released by the state and entities will then be able to apply for funding. This is because the fund source will be ARPA funds, as opposed to historically being the state funds. Staff are also anticipating that organizations outside of the MW network will be able to apply for these funds.

Ms. Meyers also provided a brief update in follow-up to the July 1 service delivery change to Upjohn providing Wagner-Peyser (W-P), Reemployment Services and Eligibility Assessment (RESEA). Upjohn began providing the delivery of Wagner-Peyser employment services on April 24, 2023, in the Coldwater and Three Rivers Service Centers. She noted that in partnership with Kalamazoo RESA, it has been determined this was the best route to take to maintain appropriate staffing levels and levels of customer service.

Director's Report

No report.

PROGRAM

Jobs for Michigan's Graduates

Sonya Blanz, Deputy Director, Youth Solutions, provided a PowerPoint presentation pertaining to Youth Solutions. She shared statewide data and core components regarding their premier program, Jobs for Michigan's Graduates (JMG). She noted that JMG is accredited by Jobs for America's Graduates (JAG) National. Youth Solutions leads a collaborative partnership and provides leadership support, collaboration, and funding for the JMG network.

Paige Daniels, Executive Director of Career Development, Kalamazoo RESA, also provided a PowerPoint presentation. Her presentation focused on details of the Jobs for Michigan's Graduates (JMG) in the Michigan Works! Southwest region. The content of the presentation included an overview of the program, dual enrollment with WIOA programs, and examples of career exploration opportunities. Ms. Daniels reported that JMG in the Michigan Works! Southwest area had a 94% co-enrollment with WIOA programs for program year 2022-2023. Sonya Blanz reported that this co-enrollment percentage is fantastic and that this is not the norm in other parts of the State. Other components of JMG that were covered during the presentation included coaching and mentoring, experiential learning, leadership training, and a success story.

Labor Market Update

Mike Horrigan, President of the Upjohn Institute, shared a PowerPoint presentation that included research on recent payroll trends; trends in employment/population ratios and labor force participation rates; data that focused on 16-24-year-olds; data that focused on adults ages 65 and older; unemployment trends; business cycles and an economic forecast.

**Workforce Development Agreement
Between The County of Kalamazoo
and the W.E. Upjohn Institute for Employment Research**

Background

The County of Kalamazoo has been designated as the Grant Recipient by the State of Michigan, to provide for the planning, implementation, delivery, and overall management of workforce development services, under its authority as Grant Recipient.

The Workforce Development Agreement is made and entered into by and between the W.E. Upjohn Institute for Employment Research (Michigan Works! Southwest), designated as the Administrative and Fiscal Agent, and the County of Kalamazoo, the Grant Recipient.

Purpose

In alignment with the goals and purposes set forth in workforce development legislation and State of Michigan regulations, the purpose of the Workforce Development Agreement is to establish a relationship with the W.E. Upjohn Institute for Employment Research (Michigan Works! Southwest) for the planning, administration, Workforce Development Board staffing, and program and fiscal management of the four-county workforce development system and to define the terms and conditions of this undertaking.

Budget

The following funding allocation budget is included in the July 1, 2023 – June 30, 2024 Workforce Development Agreement:

Estimated 2023-2024 Funding Allocation Budget: \$9,844,897

July 1, 2023 – June 30, 2024

October 1, 2023 – September 30, 2024

Duration

The Workforce Development Agreement is completed every two years, with a budget modification completed annually to reflect actual expenditures, compared to the proposed budget.

Modification

In addition, a modification to the July 1, 2022 – June 30, 2023 Workforce Development Agreement is being updated to reflect the following:

Actual 2022-2023 Fund Availability: \$12,833,208

July 1, 2022 – June 30, 2023

October 1, 2022 – September 30, 2023

Exhibit B2

Agreement Number: 2023-01

WORKFORCE DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF KALAMAZOO

AND

THE W.E. UPJOHN INSTITUTE FOR EMPLOYMENT RESEARCH

JULY 1, 2023- JUNE 30, 2025

W. E. UPJOHN INSTITUTE FOR EMPLOYMENT RESEARCH
Center for Workforce Innovation and Solutions
300 South Westnedge Avenue
Kalamazoo, Michigan 49007

Phone No. 269-349-1533

This AGREEMENT made and entered by and between the W.E. Upjohn Institute for Employment Research designated as the Administrative and Fiscal Agent, hereinafter referred to as MICHIGAN WORKS! SOUTHWEST, and the County of Kalamazoo, hereinafter referred to as the GRANT RECIPIENT.

WITNESS TO:

WHEREAS, the County of Kalamazoo has been designated as the GRANT RECIPIENT by the State of Michigan, hereinafter referred to as the "State", to provide for the planning, implementation, delivery, and overall management of workforce development services under its authority as GRANT RECIPIENT,

WHEREAS, it has been determined that the planning and delivery of activities authorized under workforce development require the competent planning, development, implementation, and performance of a workforce development management system, and the competent performance of a project administration system for the contracting of the employability development services of outreach, intake and assessment, orientation, counseling, basic education, job related education, occupational skill training, on-the-job training, work experience, transitional public employment, job development, job placement, medical service, child care, and transportation, as integral activities under the GRANT RECIPIENT'S Workforce Development Program, and which MICHIGAN WORKS! SOUTHWEST understands, and is well qualified to provide, and desires to provide,

WHEREAS, in accordance with the Workforce Innovation and Opportunity Act, or any successor legislation, Kalamazoo County designates W.E. Upjohn Unemployment Trustee Corporation as the local grant subrecipient to act as Administrative and Fiscal Agent for the employment and training funds awarded to the service delivery area and governed by a Public Act 8 of 1967 agreement between the Michigan counties of Branch, Calhoun, Kalamazoo and St. Joseph; NOW THEREFORE,

IT IS AGREED by and between the parties as follows:

SECTION I: STATEMENT OF PURPOSE

WHEREAS the GRANT RECIPIENT desires to provide workforce development services within its jurisdiction per the goals and purposes as set forth in the workforce development legislation and the State's regulations, the purpose of this AGREEMENT is to engage the professional services of MICHIGAN WORKS! SOUTHWEST for the planning, administration, Workforce Development Board staffing, and program and fiscal management of its workforce development system and to define the terms and conditions of this undertaking.

SECTION II: STATEMENT OF WORK

That MICHIGAN WORKS! SOUTHWEST agrees to perform the functions set forth in the definitive Workforce Development Plan, including all activities relating to the planning, administration, and overall management of the GRANT RECIPIENT'S workforce development system; in accordance with the Workforce Development Board's goals and purposes; and in accordance with subsequent revisions and modifications of this AGREEMENT as are negotiated and agreed upon by the parties.

SECTION III: PERIOD OF PERFORMANCE

That MICHIGAN WORKS! SOUTHWEST shall commence performance of this AGREEMENT on the **1st day of July 2023** and shall complete said performances not later than the end of the program year which is the **30th day of June 2025**.

SECTION IV: CONSIDERATION

That for the performance of functions and services under this AGREEMENT, and for the settlement of termination claims, the Michigan Development of Labor and Economic Opportunity (MDLEG) will reimburse MICHIGAN WORKS! SOUTHWEST for the identifiable costs of management and services which are in addition to the basic services provided in amounts not exceeding the total amounts set forth as the budget in Exhibits to this AGREEMENT.

That MICHIGAN WORKS! SOUTHWEST, in accordance with the aforementioned, will be reimbursed for identifiable direct costs for administrative services provided and for identifiable overhead associated with these services as negotiated between the parties.

That MICHIGAN WORKS! SOUTHWEST will be audited annually in accordance with the Single Audit Act by an audit firm acceptable to the GRANT RECIPIENT.

That payment made by MICHIGAN WORKS! SOUTHWEST to a subrecipient shall be made following receipt, by the MICHIGAN WORKS! SOUTHWEST'S authorized representative, of the subrecipient's billing statement, and the MICHIGAN WORKS! SOUTHWEST'S standard invoice voucher, therefore stating that the work for which payment is requested has been performed and completed in conformity with the terms and conditions of said subrecipient agreements.

SECTION V: GENERAL PROVISIONS

1. That MICHIGAN WORKS! SOUTHWEST will abide by all applicable terms and conditions imposed and required by any such agreement between the GRANT RECIPIENT and the State, and further will abide by all subsequent revisions and modifications of the Agreement, as published to set forth administrative and statutory changes imposed on or by the State.
2. That MICHIGAN WORKS! SOUTHWEST agrees to perform as an Administrative and Fiscal Agent and acknowledges that the GRANT RECIPIENT is not free to divest ultimate responsibility for the performance or the quality of services.
3. That MICHIGAN WORKS! SOUTHWEST will abide by all assurances and certifications as set forth in workforce development plans. That this AGREEMENT in no manner affects MICHIGAN WORKS! SOUTHWEST'S obligation to comply with all applicable laws, ordinances, and codes of the federal, state or local government.
4. That MICHIGAN WORKS! SOUTHWEST will require all subrecipients who expend \$750,000 or more during their fiscal year in Federal awards, have a single or program-specific audit conducted as a supplement to their annual audit for that year. This single audit will be completed by the

subrecipient's auditors in accordance with Generally Accepted Accounting Principles (GAAP), the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards: Final Rule, also known as the Omni-Circular.

5. That the GRANT RECIPIENT recognizes the Workforce Development Board as the local entity responsible for the design and oversight of workforce development activities in accordance with the direction and intent of federal and state regulations.

SECTION VI: MODIFICATIONS

1. That no oral statement of any persons, and no written statement of anyone, other than the GRANT RECIPIENT or MICHIGAN WORKS! SOUTHWEST'S authorized representatives shall be considered an official for the interpretation of the terms of meaning of this AGREEMENT. To be effective, any amendment to this AGREEMENT must be reduced to writing and signed by the authorized representatives of each party.
2. That requests from MICHIGAN WORKS! SOUTHWEST for interpretations, modifications, or changes must be made in writing to the GRANT RECIPIENT.
3. That in the event of any failure of MICHIGAN WORKS! SOUTHWEST to achieve the goals as set forth in this AGREEMENT or the budget, which is attached hereto and made a part of this AGREEMENT, the GRANT RECIPIENT reserves the right to require re-planning or modifications, or other appropriate action.
4. In the event adjustments are required in the administrative or services costs of the program, it shall be the responsibility of MICHIGAN WORKS! SOUTHWEST to initiate such adjustments.
5. That MICHIGAN WORKS! SOUTHWEST shall cooperate fully and promptly in such aforementioned program modification as may be required by the GRANT RECIPIENT.

SECTION VII: INDEMNITY

1. That the GRANT RECIPIENT shall indemnify and save harmless MICHIGAN WORKS! SOUTHWEST against any/all claims, losses, and liabilities which may arise out of or due to the acts or omissions of the GRANT RECIPIENT and each of the risks and omissions set forth below in paragraphs (a) through (e). That MICHIGAN WORKS! SOUTHWEST shall indemnify and save harmless the GRANT RECIPIENT against all claims, losses, and liability which may arise out of or due to the acts or omissions set forth below.
 - a. Anything done or not done at the written instruction of the GRANT RECIPIENT.
 - b. Interpretations of workforce development regulations or governmental rules or regulations and other errors or omissions by MICHIGAN WORKS! SOUTHWEST made in good faith and with no more than ordinary negligence.

- c. Errors or omissions of subrecipients, agencies, or other persons which are not known to exist by MICHIGAN WORKS! SOUTHWEST, provided such lack of knowledge is not the result of gross negligence by MICHIGAN WORKS! SOUTHWEST.
 - d. Errors or omissions of subrecipients, agencies or other persons known to MICHIGAN WORKS! SOUTHWEST provided the GRANT RECIPIENT is notified when MICHIGAN WORKS! SOUTHWEST has the knowledge and corrective action is initiated in accordance with, Section XI Monitoring and Corrective Action of this AGREEMENT.
 - e. Willful, wanton, criminal, reckless, or fraudulent conduct of any subrecipient, agency, or other person, unless the selection of the subrecipient, agency, or other person resulted from gross negligence by MICHIGAN WORKS! SOUTHWEST.
2. That the federal government, represented by the State, is not a party hereto, and that no legal liability on the part of the federal government is implied under the terms of this AGREEMENT.

SECTION VIII: NONDISCRIMINATION and EQUAL OPPORTUNITY

That in connection with all personnel assigned by MICHIGAN WORKS! SOUTHWEST to work under this AGREEMENT, MICHIGAN WORKS! SOUTHWEST agrees as follows:

1. That MICHIGAN WORKS! SOUTHWEST will not unlawfully discriminate against any individual on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I—financially assisted program or activity.
2. That MICHIGAN WORKS! SOUTHWEST will take affirmative action to ensure that applicants are employed, and that employees are treated, without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I—financially assisted program or activity. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer, recruitment, layoff or termination, or rates of pay.
3. That MICHIGAN WORKS! SOUTHWEST will not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I—financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

4. That MICHIGAN WORKS! SOUTHWEST will take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.
3. That MICHIGAN WORKS! SOUTHWEST will, in all solicitations or advertisements for employees placed by or on behalf of MICHIGAN WORKS! SOUTHWEST, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

SECTION IX: PERSONNEL QUALIFICATION AND RATES OF PAY

That all personnel assigned by MICHIGAN WORKS! SOUTHWEST to work under this AGREEMENT shall be qualified to perform the tasks indicated in the Workforce Development Plan filed with the State and shall perform such work competently and efficiently.

SECTION X: RECORDS AND REPORTS

1. That MICHIGAN WORKS! SOUTHWEST must maintain such records and form of records as required to insure the integrity of financial transactions, and upon consultation with the GRANT RECIPIENT to provide the ability for the GRANT RECIPIENT to evaluate the effectiveness of program activities, and to meet federal and State of Michigan reporting requirements. MICHIGAN WORKS! SOUTHWEST shall also copy the GRANT RECIPIENT on all quarterly expense reports submitted to the WORKFORCE DEVELOPMENT AGENCY.
2. That MICHIGAN WORKS! SOUTHWEST maintain financial records:
 - a. That identifies expenditures by the appropriate categories for each service activity provided under this AGREEMENT. Such expenditures include wages, allowances, fringe benefits, training, manpower services, and administration.
 - b. That upon termination of this AGREEMENT, MICHIGAN WORKS! SOUTHWEST will provide to the GRANT RECIPIENT a final accounting of all expenditures made in performance of this AGREEMENT within ninety (90) days of the termination of the agreement.
3. That MICHIGAN WORKS! SOUTHWEST agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses of this AGREEMENT to the extent and in such detail, as will properly reflect all net costs, direct labor, materials, supplies, and services, and other costs and expenses of whatever nature for which payment is claimed under the provisions of this AGREEMENT.

4. That MICHIGAN WORKS! SOUTHWEST'S accounting procedures and internal financial controls must be determined to be acceptable to the GRANT RECIPIENT and said procedures and controls must conform to generally accepted accounting practices in order that the costs properly applicable to this AGREEMENT can be readily ascertainable therefrom.
5. That MICHIGAN WORKS! SOUTHWEST shall maintain enrollee records and other records required by the State. Such records shall be open to the inspection by the GRANT RECIPIENT, or another appropriate representative of the GRANT RECIPIENT.
6. That MICHIGAN WORKS! SOUTHWEST shall preserve and make available its records for a period of three (3) years from the date of the final accounting submitted by MICHIGAN WORKS! SOUTHWEST to the GRANT RECIPIENT after completion of the work under this AGREEMENT designated by MICHIGAN WORKS! SOUTHWEST as the final accounting.

SECTION XI: MONITORING AND CORRECTIVE ACTION

That performance as set forth in this AGREEMENT is essential to the life of this AGREEMENT, that performance by MICHIGAN WORKS! SOUTHWEST will be reviewed quarterly. It is the responsibility of the GRANT RECIPIENT, or the authorized representative of the GRANT RECIPIENT, to immediately upon receipt of such a quarterly performance report, bring any substandard performance to the attention of MICHIGAN WORKS! SOUTHWEST, and to request that MICHIGAN WORKS! SOUTHWEST either develop a corrective action plan or provide a written report that justifies modification of goals and/or performance standards. If MICHIGAN WORKS! SOUTHWEST indicates a corrective action plan; the GRANT RECIPIENT may accept MICHIGAN WORKS! SOUTHWEST'S plan or require an alternative plan to be implemented. If an adjustment in standards or goals is deemed appropriate by the GRANT RECIPIENT, such modification will be made in accordance with Section VI Modifications of this AGREEMENT.

SECTION XII: TERMINATION

That this AGREEMENT may be terminated for default or noncompliance on the part of MICHIGAN WORKS! SOUTHWEST; and that said termination may be exercised by the GRANT RECIPIENT whenever MICHIGAN WORKS! SOUTHWEST shall default in performance of this AGREEMENT in accordance with its terms and shall fail to remedy such default within a period of thirty (30) days after receipt from the GRANT RECIPIENT of a notice specifying default or noncompliance. After a receipt of a notice of termination, and except as otherwise directed by the GRANT RECIPIENT, MICHIGAN WORKS! SOUTHWEST shall stop work under this AGREEMENT on the date and the extent specified in the notice of termination. MICHIGAN WORKS! SOUTHWEST may terminate this AGREEMENT by giving the GRANT RECIPIENT ninety (90) days' written notice. GRANT RECIPIENT may terminate this AGREEMENT for reasons other than those specified above by giving MICHIGAN WORKS! SOUTHWEST ninety (90) days' written notice. If the federal government should terminate the program, the GRANT RECIPIENT may terminate this AGREEMENT by giving MICHIGAN WORKS! SOUTHWEST the same notice that is received from the federal government.

SECTION XIII: SPECIAL PROVISIONS

1. That MICHIGAN WORKS! SOUTHWEST will cooperate fully with the GRANT RECIPIENT in any re-

planning efforts and will submit, on request from the GRANT RECIPIENT, written analysis of administrative and operational difficulties encountered in the performance of this AGREEMENT.

2. That MICHIGAN WORKS! SOUTHWEST, or other appropriate representative of MICHIGAN WORKS! SOUTHWEST, may schedule meetings or training sessions for improving agreement operations. Upon proper notifications of such sessions, MICHIGAN WORKS! SOUTHWEST shall ensure the attendance of any staff person performing services under this AGREEMENT whose presence is requested.
3. That MICHIGAN WORKS! SOUTHWEST will provide the necessary coordination of subcontracted services with various other subrecipients of MICHIGAN WORKS! SOUTHWEST.
4. That MICHIGAN WORKS! SOUTHWEST will provide, when requested, copies of all monitoring reports on performance to the GRANT RECIPIENT.

In the event the GRANT RECIPIENT determines it to be in the best interest of the program or the GRANT RECIPIENT that the services provided through this AGREEMENT not be continued beyond June 30, 2025, the GRANT RECIPIENT agrees to provide MICHIGAN WORKS! SOUTHWEST ninety (90) days (through September 30, 2025) to effectuate an orderly closeout of the agreement and conduct an orderly transition to the (alternative administrative and fiscal agent) of the WORKFORCE DEVELOPMENT BOARD and GRANT RECIPIENT'S choosing. Further, the GRANT RECIPIENT assumes all reasonable costs associated with the closeout of this AGREEMENT. Such costs may include, but not necessarily be limited to: storage, transfer and disposition of property and records under the custody of MICHIGAN WORKS! SOUTHWEST; final audit costs; and, costs associated with the support of activities necessary to complete closeout activities including lease/rent agreements consummated during the term of this AGREEMENT.

CERTIFICATIONS

IN WITNESS, WHEREOF the foregoing provisions and the exhibits to this AGREEMENT have been examined by the undersigned and the parties have caused this AGREEMENT to be executed by their duly authorized agents.

Grant Recipient’s Authorized Representatives:

BY: _____
John Taylor, Chair Date
Kalamazoo County Board of Commissioners

Administrative and Fiscal Agent’s Authorized Representatives:

BY: _____
Michael Horrigan, President Date
W.E. Upjohn Institute for Employment Research

BY: _____
Jakki Bungart-Bibb, Director Date
Michigan Works! Southwest

**ESTIMATED
 FUNDING LEVELS
 BUDGET YEAR 2023-2024**

FUNDING SOURCE	AVAILABILITY	ADMINISTRATION	PROGRAM
July 1, 2023 - June 30, 2024			
WIOA Adult	2,111,268	211,127	1,900,141
WIOA Dislocated Worker	722,473	72,247	650,226
WIOA Youth	2,490,525	249,053	2,241,472
High Concentration Youth	14,218	1,422	12,796
Capacity Building	33,321	0	33,321
Career Events	30,000	0	30,000
WIOA SWA CRM	4,173	0	4,173
Wagner Peyser Statewide Activities	118,326	11,832	106,494
Wagner Peyser	640,935	115,368	525,567
Total	6,165,239	661,049	5,504,190
October 1, 2023 - September 30, 2024			
PATH TANF	2,653,915	318,469	2,335,446
PATH Refugee P&I	39,690	4,762	34,928
PATH State P&I	205,626	24,675	180,951
FAE&T	28,361	2,836	25,525
Trade Adjustment Assistance	752,066	37,618	714,448
Total	3,679,658	388,360	3,291,298

Exhibit II-A
 BY 23/24
 Agreement 2023-01

ESTIMATED FUNDING LEVELS BUDGET YEAR 2023-2024	
July 1, 2023 - June 30, 2024	
SUBRECIPIENT: MWSW Operating Budget	[X] ORIGINAL [] MODIFICATION DATE: 6/20/2023
	Projected Expenditures Admin
SALARIES/ WAGES	680,974
EMPLOYEE BENEFITS	267,284
CONFERENCES	3,883
COPIES DUPLICATING	735
INSURANCE	7,661
MAINTENANCE	210
EQUIPMENT PURCHASE	3,988
MARKETING *	1,889
MEMBERSHIPS *	17,735
POSTAGE/MAILING	630
PROFESSIONAL DEVELOPMENT *	9,550
SOFTWARE LICENSES	1,049
SPACE RENTAL ***	30,000
SUPPLIES	1,784
TELEPHONE	3,043
TRAVEL (STAFF)	18,994
Total	1,049,409

Agreement 2023-01

June 2023

Contract 2021-01

Modification 02

Budget Year 2022-2023

Exhibit I-A
BY 22/23
Agreement 2021-01
Modification 02

ACTUALS			
FUNDING LEVELS			
BUDGET YEAR 2022/2023			
FUNDING SOURCE	AVAILABILITY	ADMINISTRATION	PROGRAM

July 1, 2022 - June 30, 2023

WIOA Adult	1,151,149	115,114	1,036,035
WIOA Dislocated Worker	893,144	89,314	803,830
WIOA Youth	1,378,477	137,847	1,240,630
Capacity Building	33,067	-	33,067
WIOA SWA Employment Services	153,213	15,321	137,892
WIOA SWA Participant Training	187,500	18,750	168,750
WIOA SWA High Concentration Youth	14,218	1,421	12,797
WIOA SWA - CRM	4,173	4,173	-
WIOA SWA Integrated Education & Training	24,412	2,441	21,971
WIOA SWA Young Professionals	250,000	25,000	225,000
Wagner Peyser Employment Service	561,800	101,124	460,676
Total	4,651,153	510,505	4,140,648

October 1, 2022 - September 30, 2023

PATH TANF	2,601,228	312,147	2,289,081
PATH Refugee State P&I	39,690	4,762	34,928
PATH P&I FY 23	218,969	26,276	192,693
PATH Transitional Supp Serv P&I	81,186	-	81,186
PATH Barrier Removal HMP GF/GP	489,769	24,488	465,281
Food Assistance Employment & Training	28,361	2,836	25,525
Food Assistance Supportive Services	2,400	-	2,400
LEAP	388,235	38,823	349,412
LEAP State P&I FY23	200,000	20,000	180,000
Trade Adjustment Assistance	704,435	25,158	679,277
UI RESEA	135,000	13,500	121,500
WIOA SWA JMG	195,000	19,500	175,500
WIO SWA Career Events	30,000	-	30,000
Going Pro Talent Fund	3,067,782	200,696	2,867,086
Total	8,182,055	688,186	7,493,869

Agreement 2021-01

June 2023

**ACTUALS
 FUNDING LEVELS
 BUDGET YEAR 2022/2023**

July 1, 2022 - June 30, 2023	
SUBRECIPIENT: MWSW Operating Budget	[] ORIGINAL [X] MODIFICATION DATE: 6/20/2023
	Administrative Expenditures
SALARIES/ WAGES	646,228
SALARIES/ WAGES - Overtime	601
EMPLOYEE BENEFITS	276,742
CONFERENCES	3,986
CONSULTING	22,180
COPIES DUPLICATING	716
EQUIPMENT PURCHASE	4,122
INSURANCE	7,977
MAINTENANCE	204
MARKETING *	2,002
MEMBERSHIPS *	18,332
MISCELLANEOUS EXPENSE	1,103
POSTAGE/MAILING	632
PROFESSIONAL DEVELOPMENT *	9,917
PROFESSIONAL FEES **	0
SOFTWARE LICENSES	1,134
SPACE RENTAL ***	66,091
SUPPLIES	1,844
TELEPHONE TRAVE (STAFF)	3,158
TRAVEL (STAFF)	19,683
TOTAL OPERATING BUDGET	1,086,652

* Line Statements affected by special grants and fund availability.

**Professional fees - does not include special audits for special grants.

***Admin office space rental.

**Instructions for Executing Memorandums of Understanding (MOUs)
Under the Workforce Innovation and Opportunity Act (WIOA)
Policy Issuance: 23-09, and subsequent changes**

Background

The WIOA requires local Workforce Development Boards (WDBs), with the agreement of the Chief Elected Official (CEO), to develop and execute MOUs with one-stop partners concerning the operation of the one-stop delivery system in the local service delivery area. All MOUs must adhere to the provisions outlined by the WIOA at Section 121(c) and the WIOA Final Regulations at 678.500 thru 678.510 and be reviewed and renewed at least once every three years.

Development of the MOU

Development, execution, and implementation of local level MOUs will assist local partners with effective coordination and collaboration with respect to governance structures, programs, and services. MWAs shall develop MOUs collaboratively and in good faith with each one-stop partner, including enough detail to “tell the story” of the partnership from start to finish.

Content of the MOU

As outlined in the WIOA Section 121(c)(2) and in the USDOL TEGL 16-16 and subsequent change(s), each executed MOU must include a description of the following:

- service provision and coordination,
- one-stop operating budget,
- referral strategies,
- inclusion strategies,
- other provisions, as determined to be appropriate for inclusion by the parties signing the MOU, and
- duration of the agreement.

In addition, the infrastructure funding agreement (IFA) is included in the MOU, with the budget provided as an attachment.

Required Partners

Per the WIOA, an MOU must be executed between the local WDB and each of the required one-stop partners. Required partners are listed in Section 121(b)(1) of the WIOA. As such, at a minimum, MOUs must be developed and entered into with the following:

- Programs authorized under Title I of the WIOA (Adult, Dislocated Worker, Youth, Job Corps, Native American Programs, Migrant and Seasonal Farmworker Programs, and YouthBuild)
- Programs authorized under the Wagner-Peyser Act, as amended (Employment Service)
- Programs providing adult education and literacy activities authorized under Title II of the WIOA (Adult Education and Literacy)

- Programs authorized under Title I of the Rehabilitation Act of 1973, other than Section 112 or Part C (Vocational Rehabilitation)
- Programs providing activities authorized under Title V of the Older Americans Act of 1965 (Senior Community Service Employment)
- Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Career and Technical Education)
- Programs providing activities authorized under Chapter 2 of Title II of the Trade Act of 1974 (Trade Adjustment Assistance)
- Programs providing activities authorized under Chapter 41 of Title 38, United States Code (Veterans)
- Programs providing employment and training activities carried out under the Community Services Block Grant Act
- Programs providing employment and training activities carried out by the Department of Housing and Urban Development (HUD) (Section 3)*
- Programs authorized under state unemployment compensation laws, in accordance with applicable federal law (Unemployment Insurance)
- Programs authorized under Section 212 of the Second Chance Act of 2007 (Reentry Employment Opportunities)
- Programs authorized under Part A of Title IV of the Social Security Act (Temporary Assistance for Needy Families)
- Programs authorized under Section 6(d)(4) of the Food and Nutrition Act of 2008 (7 United States Code [U.S.C.] 2015(d)(4)), and work programs authorized under Section 6(o) of the Food and Nutrition Act of 2008, 7 U.S.C. Section 2015(o) (Supplemental Nutrition Assistance Program Employment and Training)

*MOUs for the HUD required partner are only required if there is a Jobs Plus program in the local area. All other HUD/Michigan State Housing Development Authority MOUs will be considered additional partner MOUs.

If a local WDB chooses to add any additional one-stop partners, including those listed in Section 121(b)(2) of the WIOA, an MOU must be executed. Additional partner MOUs are subject to the same requirements as their mandated counterparts.

Technical Information

Program Title/Number	Instructions for Executing Memorandums of Understanding (MOUs) Under the Workforce Innovation and Opportunity Act (WIOA)/PI: 23-09
Duration	WIOA Section 121(c) requires MOUs to be reviewed not less than once every three-year period
Funding Source	Non-financial
Funding Level	Non-financial
Reference	State of Michigan PI: 23-09, 04/17/2023
CFDA Number	n/a

**Instructions for Executing Infrastructure Funding Agreements (IFAs)
Under the Workforce Innovation and Opportunity Act (WIOA) of 2014
PI: 17-12, change 2, and subsequent changes**

Background

The WIOA requires local boards, with the agreement of the Chief Elected Official, to develop and execute Memorandums of Understanding (MOUs) with One-Stop partners pertaining to the operation of the One-Stop delivery system in the local service delivery area.

In accordance with the WIOA, the MOUs must also include an Infrastructure Funding Agreement (IFA), which details how infrastructure costs for the One-Stop delivery system will be funded in the local area.

Definition

Infrastructure costs of a One-Stop are defined as non-personnel costs that are necessary for the general operation of the One-Stop center, including but not limited to facility costs, utilities and maintenance, equipment, and technology to facilitate access to the One-Stop center.

Each entity that carries out a program or activities in a local One-Stop must use a portion of the funds available for the program and activities to maintain the One-Stop delivery system, including payment of the infrastructure costs of One-Stop centers.

IFA Development

Infrastructure costs should be funded through the establishment of a Local Funding Mechanism (LFM). The LFM provides flexibility to design and fund a One-Stop delivery system through consensus to meet the needs of the local area. If consensus cannot be reached under the LFM, a State Funding Mechanism (SFM) is triggered.

IFA Content

IFAs must include the following elements:

1. Duration
2. Infrastructure Costs Budget
3. One-Stop Partners
4. Modification and Review Process
5. Steps to Reach Consensus
6. Problem Resolution

Duration

The IFA must be renewed at least annually prior to the start of a new program year.

Technical Information

Program Title/Number	Instructions for Executing Infrastructure Funding Agreements (IFAs) Under the WIOA of 2014, PI: 17-12, change 2
Funding Source	N/A
Funding Level	N/A
Period of Performance	IFAs must be renewed at least annually prior to the start of a new program year
Source Reference	State of Michigan Policy Issuance: 17-12, change 2
CFDA Number	N/A

Exhibit C1 & C2

MWSW MOU-IFA #2023-X

Memorandum of Understanding (MOU) &
Infrastructure Funding Agreement (IFA)

Between

Required Partner Name

and

Kalamazoo County Chief Elected Official

and

Michigan Works! Southwest Workforce Development Board

Branch, Calhoun, Kalamazoo and St. Joseph Counties

July 1, 2023

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Parties to the Agreement

Required Partner

Address

and

Kalamazoo County Chief Elected Official

201 West Kalamazoo Avenue, Kalamazoo, MI 49007

and

Michigan Works! Southwest Workforce Development Board

300 South Westnedge Avenue, Kalamazoo, MI 49007




Term

This Memorandum of Understanding shall remain in effect for a three-year period beginning **July 1, 2023** through **June 30, 2026**.

Purpose

This MOU is designed to ensure the efficient and effective coordination and delivery of services in the Michigan Works! Southwest service delivery area in order to prevent duplication and maximize available resources. This MOU enables all parties to more fully integrate the current service delivery system, resulting in a seamless and comprehensive array of education, human service, job training, and other workforce services.

Vision and Mission

-  We exist to create meaningful transformation in the businesses and people and communities we serve
-  We provide employment and training resources to the communities we serve
-  We succeed by fostering collaborative partnerships and empowering a compassionate, respectful and knowledgeable team dedicated to continuous improvement

We are:

- Customer-focused
- Collaborators
- Integrity driven
- Innovative problem solvers
- Dedicated to excellence

We are focused on:

- Customer service
- Professional development
- Successful outcomes
- Building relationships
- Effective communication strategies
- Evidence-based services
- Developing resources to fill gaps
- Enhancing work-readiness skills
- Supplying employers with talent
- Providing employer-recognized credentials

Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Kalamazoo County Chief Elected Official, to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the One-Stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Memorandum of Understanding (MOU)

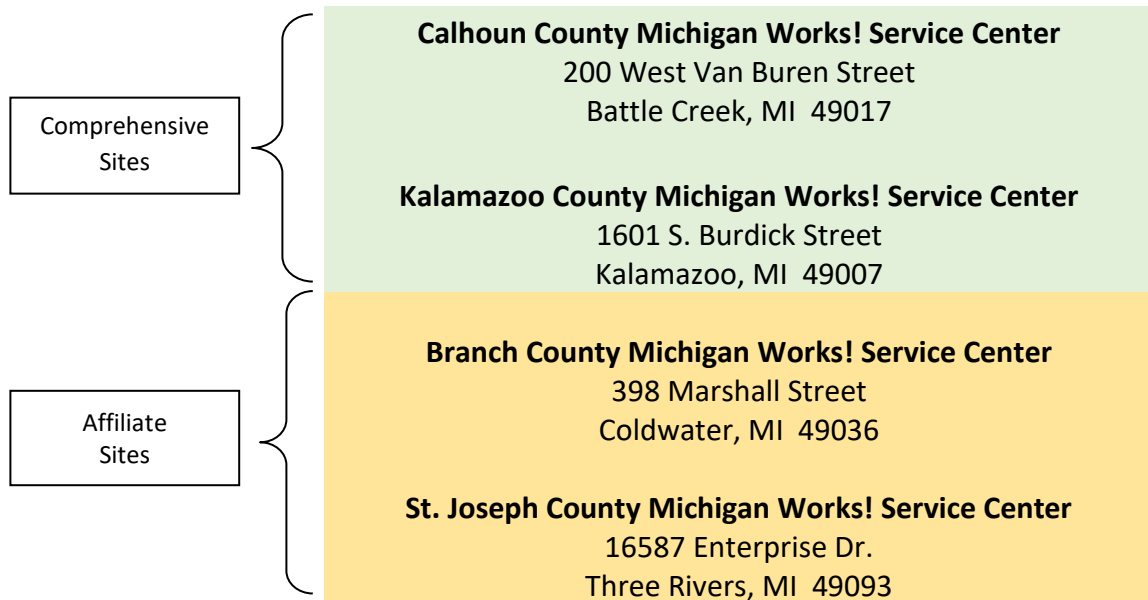
This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the four Michigan Works! Southwest One-Stop Service Centers, a partner of the American Job Centers, located in Branch, Calhoun, Kalamazoo, and St. Joseph Counties. The Michigan Works! Southwest Workforce Development Board (WDB) provides local oversight of workforce programming for the Michigan Works! Southwest area.

The Michigan Works! Southwest WDB, with the agreement of the Kalamazoo County Chief Elected Official, has competitively selected the One-Stop operator for the Michigan Works! Southwest area, as further outlined in the One-Stop Operator section.

The Vision, Mission, System Structure, Terms and Conditions, outlined herein reflect the commitment of the Parties to business customers and job seekers, as well as to the overall Michigan Works! Southwest community.

Michigan Works! One-Stop Service Center Locations

Michigan Works! Southwest area has four One-Stop Service Centers that are designated to provide a full range of assistance to businesses and job seekers under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation Opportunity Act of 2014, the centers offer an array of services designed to match talent with opportunities. The hours of operation when program staff are available at each service center, can be found by going to the Michigan Works! Southwest website: <http://www.michiganworkssouthwest.org/>



WIOA One Stop Partners

Per the WIOA, an MOU must be executed between the local board and each of the required One-Stop partners. Required One-Stop partners are listed at Section 121(b)(1) of the WIOA. As such, at a minimum, MOU's must be developed and entered with:

- Programs authorized under Title I of the WIOA (Adult, Dislocated Worker, Youth, Job Corps, Native American Programs, Migrant and Seasonal Farmworker Programs, and YouthBuild);
- Programs authorized under the Wagner-Peyser Act, as amended (Employment Services);
- Programs providing adult education and literacy activities authorized under Title II of the WIOA (Adult Education and Literacy);
- Programs authorized under Title I of the Rehabilitation Act of 1973, other than Section 112 or Part C (Vocational Rehabilitation);
- Programs providing activities authorized under Title V of the Older Americans Act of 1965 (Senior Community Service Employment);
- Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Career and Technical Education);
- Programs providing activities authorized under Chapter 2 of Title II of the Trade Act of 1974 (Trade Adjustment Assistance);
- Programs providing activities authorized under Chapter 41 of Title 38, United States Code (Veterans);
- Programs providing employment and training activities carried out under the Community Services Block Grant Act;
- Programs providing employment and training activities carried out by the Department of Housing and Urban Development (Section 3);
- Programs authorized under state unemployment compensation laws, in accordance with applicable federal law (Unemployment Insurance);
- Programs authorized under Section 212 of the Second Chance Act of 2007 (Responsible Reintegration of Ex-Offenders);
- Programs authorized under Part A of Title IV of the Social Security Act (Temporary Assistance for Needy Families);
- Programs authorized under Section 6(d)(4) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4)) and work programs authorized under Section 6(o) of the Food and Nutrition Act of

2008, 7 U.S.C. Section 2015(o) (Supplemental Nutrition Assistance Program Employment and Training).

In addition, if a local board chooses to add any additional One-Stop partners, including those listed in Section 121(b)(2) of the WIOA, an MOU must be executed. Once the decision has been made to add an additional partner(s), they are subject to the same requirements as their mandated counterparts.

Partner Status Change

If at any time, the status of a One-Stop Partner changes and the Partner no longer receives funds classifying them as a required One-Stop partner, the Partner shall immediately notify the Michigan Works! Southwest Administrative Office via email at meyers@upjohn.org.

Terms and Conditions

PARTNER SERVICES

The services listed below, shall be made available as applicable to partner programs, consistent with and coordinated through the One-Stop Service Center system. Additional services may be provided on a case-by-case basis and with the approval of the Local WDB and the Kalamazoo County Chief Elected Official.

Business Solutions

Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of One-Stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various methods
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

Job Seeker Services

Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)

Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce partner services, programs, and referral(s)	Workforce preparation services to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support	Other training services as determined by the workforce partner's governing rules

Youth Services

Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.
<p>Paid and unpaid work experiences that have as a component academic and occupational education, which may include:</p> <ul style="list-style-type: none"> – Summer employment opportunities and other employment opportunities available throughout the school year, – pre-apprenticeship programs, – internships and job shadowing, and 	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved

– on-the-job training opportunities.	
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.
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.	Activities that help youth prepare for and transition to postsecondary education and training.

Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure services are customer centered and of high quality for the Michigan Works! Southwest area communities.

All Parties

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016). *See Equal Opportunity Policy Statement/Grievance and Complaint Procedures as Attachment A.*
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336);
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38); and
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603).

Kalamazoo County Chief Elected Official

The Chief Elected Official for the Michigan Works! Southwest Workforce Development Board will:

- In Partnership with the Michigan Works! Southwest WDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by regional Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region.
- Approve the Michigan Works! Southwest WDB budget and workforce center cost allocation plan, and
- Coordinate with the Michigan Works! Southwest WDB to oversee the operations of the Michigan Works! Southwest One-Stop Service Center system.

Michigan Works! Southwest Workforce Development Board

The Michigan Works! Southwest WDB will:

- In cooperation with the Kalamazoo County Chief Elected Official and the other Local WDBs within the regional area, design and approve the Michigan Works! Southwest Service Center structure. This includes, but is not limited to:
 - Adequate, sufficient, and accessible One-Stop center locations and facilities,
 - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
 - A holistic system of supporting services, and
 - One or more competitively procured One-Stop operators.
- In collaboration with the Kalamazoo County Chief Elected Official, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the One-Stop operator(s),
- Determine the role and day-to-day duties of the One-Stop operator,
- Approve annual budget allocations for operation of the One-Stop Service Centers,
- Help the One-Stop operator recruit operational partners,
- Leverage additional funding for the One-Stop Service Center system to operate and expand customer activities and resources, and
- Review and evaluate performance of the Michigan Works! Southwest area and One-Stop operator.

Local Workforce Development Board Staff

The local Workforce Development Board staff's specific responsibilities include:

- Assisting the Kalamazoo County Chief Elected Official and the Michigan Works! Southwest WDB with the development and submission of a single regional plans,
- Supporting the Michigan Works! WDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Providing operational and grant-specific guidance to the One-Stop operator,
- Investigating and resolving elevated customer complaints and grievance issues,
- Preparing regular reports and recommendations to the Michigan Works! WDB, and
- Overseeing negotiations and maintenance of MOUs with One-Stop partners.

One-Stop Operator

At minimum, the One-Stop operator must coordinate the service delivery of required One-Stop partners and service providers (CFR 678.620). This shall include but is not limited to the following:

- Managing and coordinating partner responsibilities, as defined in this MOU;
- General oversight and management of the four One-Stop Service Center operations as outlined in the One Stop Service Center Operator subaward with Michigan Works! Southwest, and as identified in the Michigan Works! Southwest WDB Strategic Plan;
- Coordinating daily work schedules, workflow based upon operational needs, and facility usage in accordance with the “Certification Criteria for Michigan Works! Service Centers”;
- Assisting the Michigan Works! WDB to establish and maintain the One-Stop Service Center network structure. This includes but is not limited to:
 - Ensuring that State requirements for center certification are met and maintained;
 - Ensuring that career services, such the ones outlined in WIOA sec. 134(c)(2), are available and accessible;
 - Ensuring that Michigan Works! Southwest WDB policies are implemented and followed; and
 - Reinforcing strategic objectives of the Michigan Works! Southwest WDB together with partners, and ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed;

- Integrating systems and coordinate services for the center and its partners, conducting customer surveys placing priority on customer (employer and job seeker) services;
- Coordinating the development of building policies;
- Overseeing staff communication, capacity building, and training efforts;
- Ensuring the functional alignment of staff who perform similar tasks and serve on relevant functional teams;
- Ensure service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program, and
- Overseeing and coordinate partner, program, and One-Stop Service Center performance, as appropriate.
- Acting as the facilitator of a unified Michigan Works! Southwest marketing system and follow the policies and procedures as described in the System Marketing section of the State of Michigan Workforce Development Policy 21-36 “Certification Criteria for Michigan Works! Service Centers” and subsequent revisions, as well as policies and procedures relating to marketing, communications and dissemination of public information adopted by the Michigan Works! Association and Michigan Works! Southwest.

<h2>The Partners</h2>

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the One-Stop partners;
- Joint planning, policy development, and system design processes;
- Commitment to the joint mission, vision, goals, strategies;
- Leveraging of resources, including other public agency and non-profit organization services;
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
- Participation in regularly scheduled partner meetings to exchange information in support of the above and encourage program and staff integration.

Confidentiality

All Parties agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including Personally Identifiable Information (PII) from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the One-Stop Service Center system;
- As applicable, strive to develop materials summarizing their program requirements and making them available for Partners and customers;
- Develop and utilize consistent intake, eligibility determination, assessment, and registration forms where appropriate;
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;

- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- Commit to robust and ongoing communication required for an effective referral process and Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

Renewal or Modification

Renewal of an MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU. Modification of the MOU requires the parties to review and agree to the elements of the MOU that have changed. The MOU should be renewed any time substantial changes occur.

Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. Any assignee shall also commit in writing to the terms of this MOU.

WIOA Section 121(c) requires this Agreement to be reviewed not less than once every three-year period.

Accessibility

Accessibility to all services identified in this MOU is essential to meeting the requirements and goals of the Michigan Works! Southwest One-Stop Service Center System. Businesses and Job seekers must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-

traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

To the extent permitted by law, all Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, and its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the Michigan Works! Southwest WDB and the One-Stop operator have no responsibility and/or liability for any actions of the One-Stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Michigan Works! Southwest WDB or the One-Stop operator.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses.

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEG 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEG 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the annual rate of basic pay prescribed for Level II of the Executive Schedule under 5 U.S.C. 5313

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State or Any State. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

Termination

In the event that a termination of the MOU and/or IFA is necessary, the Parties shall provide 30 days written notice to terminate, including a justification for termination. Termination must be agreed to by all parties unless circumstances due to changes in law, lack of funding, or a breach of the MOU by one of the Parties occurs and under such a circumstance a termination may take effect immediately upon notification.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective date of the withdrawal. Notice of withdrawal shall be given to all parties covered by this agreement. Should any partner withdraw, this MOU shall remain in effect in its entirety with respect to the remaining parties until the expiration date of this agreement, or a new MOU is executed, whichever comes first.

Michigan Works! Southwest

Serving the Counties of Branch, Calhoun, Kalamazoo, and St. Joseph Michigan INFRASTRUCTURE FUNDING AGREEMENT (IFA)

Part I - General Information

In compliance with the provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014, Section 121(c) and (h), this IFA is made part of the Memorandum of Understanding (MOU), and identifies the required One-Stop partner entities that administer a program or program activities in coordination with the local One-Stop service center(s), and the amount, if any, each required partner shall contribute toward costs of the infrastructure of the One-Stop centers in the Michigan Works! Southwest area.

This IFA establishes joint processes and procedures for reviewing and modifying infrastructure funding contributions to ensure each partner program is contributing its proportionate share. Funding contributions shall be in accordance with the terms of the IFA and per the requirements of 20 Code of Federal Regulations - Subpart E - §678.700 thru §678.760. See also Training and Employment Guidance Letter (TEGL NO. 17-16) for information on Infrastructure Funding of the One-Stop Delivery System.

Part II – Parties to the Agreement

This Infrastructure Funding Agreement, hereinafter referred to as the “IFA” is developed and executed between the following partners:

Required Partner, hereinafter referred to as the

“REQUIRED ONE-STOP PARTNER”

and

Michigan Works! Southwest Workforce Development Board, hereinafter referred to as the

“MICHIGAN WORKS! SOUTHWEST”

with agreement of the

Kalamazoo County Board of Commissioners Chairperson, hereinafter referred to as the

“CHIEF ELECTED OFFICIAL”

Part III - Duration of Agreement

This Infrastructure Funding Agreement is effective **July 1, 2023** through **June 30, 2024**. This IFA shall be reviewed and renewed annually prior to July 1st each subsequent year.

Part IV - Infrastructure Costs Budget Methodology

In the Michigan Works! Southwest area, a local funding mechanism is used and includes costs of the facility, technology, and other shared expenses. A required partner's share of these costs is based on its proportionate use or relative benefit determined by a full-time equivalency (FTE) methodology instituted by the State of Michigan.

SHARED INFRASTRUCTURE COSTS

Facilities Costs including:

- Lease
- Facilities Maintenance
- Property and Casualty Insurance
- Security Services
- Cleaning Services

Technology Costs Including:

- Telecommunications & Internet
- Equipment and Technology Costs

OTHER SHARED COSTS

Costs Related to Board Functions

- Costs Associated with Outreach Services

Cost to Promote Service Integration

- One Stop Centers Reception

See 2023-2024 IFA Budget Summary, Attachment B

See Michigan Works! Southwest One Stop System Partners, Attachment C

The following describes how the full-time equivalency (FTE) methodology has been applied:

Required Partners *with staff on location* (physically located) at a Service Center

The Required Partner FTEs committed to provide onsite program services is used to determine proportionate use and relative benefit costs. If the partner is making monthly payments to "MICHIGAN WORKS! SOUTHWEST" through a sub-rental agreement for physical space at a center, that sub-rental payment will be credited toward that partners proportionate use and relative benefit cost.

Required Partners that do not have staff on location (physically located) at a Service Center

The Required Partners FTE count is dependant upon the number of active participants served by the required partner in zip codes assigned by the State of Michigan to the Michigan Works! Southwest agency region. Through the use of the following **Clients Served Scale** developed by the State of Michigan, the number of active participants served is then cross-referenced to the scale to identify the FTE count used in the methodology determining proportionate use and relative benefit cost.

Clients Served Scale:
Number of active participants served (funded with WIOA identified required program funds) by required partner in zip codes assigned to the MWA region. Active participants served during the previous budget year of the IFA (July 1 – June 30)

# Served	FTE
0-25	0
26-75	.05
76-125	.10
126-175	.20
176-225	.30
226-275	.40
276+	.50

Part V - Infrastructure Funding Agreement Quarterly Review

The purpose of the Quarterly Review is so that all required partners can identify their collaboration and/or utilization of the One Stop Service Center system. This information will help meet the requirements of Department of Labor and Economic Opportunity (LEO) Policy Issuance 17-12 and subsequent changes, and will be collected on a quarterly basis.

Michigan Works! Southwest staff will review and compare actual infrastructure expenses to the amount identified in the IFA Budget on a quarterly basis. If the expenses are projected to deviate, 10% compared to the IFA Budget amount, a modification will be recommended and submitted to the partners for review and signature using the Amendment or Assignment process identified in the MOU.

Part VI - Consensus Strategies

Michigan Works! Southwest, as the Administrative and Fiduciary entity for the One Stop Service Center System in Branch, Calhoun, Kalamazoo and St. Joseph Counties, provides oversight of the costs associated with the centers. Michigan Works! Southwest staff will facilitate discussions with the partners if issues arise regarding Infrastructure costs. Efforts shall be made to create a collaborative environment where partners are working together to reach consensus. The following describes the steps used to reach consensus:

1. The budget for operating and maintaining the One-Stop centers will be developed and submitted by “MICHIGAN WORKS! SOUTHWEST” to “Required One-Stop Partner” for review and signature. Questions that arise during the review will be discussed between the parties, and necessary changes made.
2. The revised IFA and budget will be re-submitted to the parties for signature.
3. IFAs and MOUs need to go to the WDB for approval and signature prior to going to the County for approval and signature.
4. The signed IFA will then be submitted to the Kalamazoo County Board of Commissioners (KCBOC) office requesting inclusion on the next KCBOC meeting agenda.
5. During the KCBOC meeting, the IFA is presented, and time allotted for open discussion. If there are no objections by members of the board, the IFA is accepted and submitted for signature of the “CHIEF ELECTED OFFICIAL.”
6. If the agreement is not accepted by the board, the document and related questions or concerns will be returned to “MICHIGAN WORKS! SOUTHWEST” for resolve between the original signing parties.
7. Once the parties have reach agreeable adjustments based on the KCBOC review, the revised document will be re-submitted to the Commissioner’s for re-review and acceptance at a future meeting.

Part VII - Problem Resolution

The partner organizations and the WDB agree to resolve issues related to the infrastructure by the following means:

- Determine who and or what is affected by a problem
- Set a goal for resolution
- Identify steps or method that will be taken to resolve the problem
- Provide feedback to the partners regarding the resolution or if necessary, develop a modification to the agreement that will be effective upon written notice and signature of the parties

The Michigan Works! Southwest WDB must report to the Governor and relevant state agencies if IFA negotiations with one-stop partners have reached an impasse or failed to reach consensus. Once notified, the Governor must administer infrastructure funding through the SFM as described in 20 CFR 678.730 thru 678.738. Once Michigan Works! Southwest has informed the Governor that no consensus has been reached, the local board will provide the Governor with local negotiation materials, in accordance with 20 CFR 678.735(a).

Part VIII - Procedure for Amendment or Assignment

This IFA may be modified at any time by written agreement of the parties. Such amendments will require the signature of all parties affected by such amendment. Assignment of responsibilities under this IFA by any of the parties shall be effective upon written notice to the other parties. Any assignee commits to the terms of this IFA by certification and signature.

Part IX - Termination

In the event that a termination of the IFA is necessary, the Parties shall be given 30 days written notice to terminate, including a justification for termination. Termination must be agreed to by all parties unless circumstances due to changes in law, lack of funding, or a breach of the IFA by one of the Parties occurs and under such a circumstance a termination may take effect immediately upon notification.

Part X - Certification

This Agreement in its entirety both MOU and IFA, including all attachments provided herewith are made part of this Agreement and have been examined by the undersigned and are approved and accepted by this signing.

This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

REQUIRED PARTNER NAME :

X _____
Signatory Name , Title

Date

MICHIGAN WORKS! SOUTHWEST WORKFORCE DEVELOPMENT BOARD:

X _____

Lisa Godfrey, Chair

_____ ***Date***

Michigan Works! Southwest Workforce Development Board

(Or authorized signatory of WDB member demonstrating compliance pursuant to 20 CFR Section 679.430)

CHIEF ELECTED OFFICIAL:

X _____
John Taylor, Chair _____
Kalamazoo County Board of Commissioners *Date*

Step 1: Discrimination Complaint Procedure

All discrimination complaints must be **filed within 180 days of the alleged discrimination** and shall be in writing and contain, to the extent practicable, the following information:

- The full name, address, and telephone number of the party/parties filing the discrimination complaint.
- The full name, address, and telephone number of the party/parties against whom the discrimination complaint is made.
- A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation.
- The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
- The relief requested.
- Signature of the party/parties filing the discrimination complaint or the complainant's representative.

The completed discrimination complaint should be mailed to either the Local Equal Opportunity Officer:

Amy Meyers
Equal Opportunity Office
Michigan Works! Southwest
222 S. Westnedge Ave
Kalamazoo, MI 49007

Or

Ms. Naomi M. Barry Pèrez, Director
Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Avenue NW, Room N-4123
Washington, DC 20210
Or electronically as directed on the CRC website
at www.dol.gov/crc (29 CFR Part 38.35)

1. The Local EO officer will review the alleged discrimination complaint to determine Jurisdiction.
 - a. If the complaint does not meet one or more of the bases of discrimination: there is no jurisdiction and a *Notice of Non-Jurisdiction* will be sent to the complainant within 5 working days, with the findings and their right to appeal or file directly with the Civil Rights Center (CRC).
 - b. EO Officer will refer the complaint appropriately.
2. If it is found the Local EO officer has jurisdiction based on one or more of the bases of discrimination, the following steps will take place:
 - a. Notice of Acceptance and Mediation Election form will be sent to complainant within 5 working days.
 - b. EO Officer will wait for the complainant to respond; if no response in 10 working days, will issue a Notice of Final Action based on information available.
 - c. If Alternative Dispute Resolution (ADR) is requested, the EO officer will arrange for mediation to help resolve issues.
 - d. If investigation is chosen, the EO officer will begin gathering facts from the complainant and other parties involved.
 - e. Once investigation and/or ADR is concluded, including resolution(s), the EO Officer will submit Notice of Final Action to all parties, within 90 days of the complaint having been filed.
3. The EO Officer will track the complaint using the EO Complaint Tracking Form and will submit the form to Workforce Development, State of Michigan.

NOTE: If you file your complaint with the Local EO Officer, you must wait either until the Local EO Officer issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the Local EO Officer does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint **within 30 days of the expiration** of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

Step 2: Dissatisfied with Local Level Decision for Discrimination Complaint

If the Local EO Officer does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

All complaints filed with the CRC shall contain, to the extent practicable, the following information:

- The full name, address, and telephone number of the party/parties filing the CRC complaint.
- The full name, address(es), and telephone number of the party/parties against whom the complaint is made.
- A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation.
- The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
- The relief requested.
- Signature of the party/parties filing the complaint or the complainant's representative.

The CRC evaluates all incoming complaints for CRC jurisdiction (authority) and timeliness. Further details regarding the CRC complaint Processing are posted on the CRC website at <https://www.dol.gov/oasam/programs/crc/external-enforc-complaints.htm>.



An equal opportunity employer / program supported by the State of Michigan. 1-800-285-WORK (9675).
Auxiliary aids and services are available upon request. Dial 711 for Relay Center and TTY.
Supported in part with state and/or federal funds.

May 2, 2022



Attachment A1

EQUAL OPPORTUNITY STATEMENT

All applicants and participants of Michigan Works! Southwest Workforce Development Programs will be provided equal opportunity to participate in and benefit from all programs, activities, and services without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I—financially assisted program or activity.

GRIEVANCE AND COMPLAINT PROCEDURES

This Grievance and Complaint Procedure is established and maintained for resolving any complaint or grievance alleging a violation of any program that is administered by the Michigan Works! Southwest Agency. All program participants shall be provided a written description of the procedures. The procedures will be included in Subrecipient agreements as well as Partner agreements. The procedures will also be posted in areas where administration and program services are provided and are accessible to the public.

The Michigan Works! Southwest Agency (MWA) insures that all participants, subgrantees, subrecipients, One Stop Partners, Service Providers, employees, providers of training services, and other interested parties in programs operated under the MWA shall receive fair and expeditious handling of all grievances and complaints related to programs operated with the Workforce Innovation and Opportunity Act (WIOA), Temporary Assistance for Needy Families (TANF), Food Assistance Employment and Training (FAE&T), Trade Act (except requests for redeterminations), and State of Michigan GF/GP funds from the Workforce Development (WD), State of Michigan, and other State funding sources.

NOTE: For cases of alleged discrimination and cases of retaliation for filing a complaint of alleged discrimination, follow the procedures on pages 3 & 4 of this document. The general grievance process described below should be used for all other grievance matters including other retaliation and harassment grievances.

Informal Complaint Resolution

Participants, subgrantees, subrecipients, one stop partners, service providers, employees, providers of training services and other interested parties in programs operated by the MWA shall first attempt to seek a resolution with the person or organization the complaint is against. The complaint procedures for that organization shall be followed and the full appeal process exhausted in an attempt to resolve the complaint satisfactorily. If the complaint cannot be resolved at this level, the complainant (person filing the complaint) shall be directed to the following grievance procedures.

Step 1: Local Level Grievance Procedure

All grievances related to WIOA, TANF, FAE&T, Trade Act (except request for redeterminations), and State of Michigan GF/GP programs funded by WD are required to be filed within one year of the date of the event that gave rise to the grievance.

All grievances shall be in writing and contain, to the extent practicable, the following information:

- The full name, address, and telephone number of the party/parties filing the grievance.
- The full name, address, and telephone number of the party/parties against whom the grievance is made.
- A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation.
- The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
- The relief requested.
- Signature of the party/parties filing the grievance or the complainant's representative.

The completed grievance should be mailed to: Amy Meyers, MWA EO Officer
Michigan Works! Southwest
222 S. Westnedge Ave.
Kalamazoo, MI 49007

A written acknowledgement of the receipt of the complaint will be issued within 5 working days.

A grievance may be rejected by the MWA if it lacks merit, if the petitioner (person filing the grievance) fails to state a grievable issue, there is no relief that can be granted, or if the petitioner fails to comply with these procedures.

The MWA will inform the petitioner and the party against whom the grievance is made in writing of the reason(s) the grievance was rejected. The notification will be issued as soon as possible but no later than 60 calendar days from the date the grievance was filed and will include the opportunity to appeal to WD.

An opportunity for informal resolution of grievances shall be available. If a grievance is settled through the informal resolution process, a written decision shall be issued to the petitioner within 60 days of filing the grievance.

For WIOA-related grievances, an opportunity for a local level hearing shall be made available unless the grievance is informally resolved or withdrawn. Hearings shall be conducted within 30 calendar days from the date the grievance was filed (received by the MWA), and a decision shall be rendered no later than 60 calendar days from the date filed.

If a hearing is to be conducted, the MWA must provide written notice to the petitioner and party/parties against whom the grievance is made. The notice shall include the date, time and place of the hearing and outline the process to present evidence, including witnesses. The notice of the hearing shall indicate the issues to be decided. Notice of the hearing shall include notice of the right to be represented, the rights contained in the Equal Opportunity is the Law notice/poster (29 CFR 38.35), and the right to request aids and services. Notice shall be given not less than 10 calendar days prior to the scheduled hearing date.

At a minimum, the hearing process shall include:

- A hearing officer.
- An opportunity for each party to present witnesses and evidence.
- An opportunity for each party to ask questions of all witnesses providing testimony at the hearing.
- A record of the hearing and a list of all evidentiary exhibits presented at the hearing.

At the discretion of the hearing officer, there may be an opportunity to exchange evidentiary information prior to the hearing.

A written decision shall be issued by the hearing officer, sent certified mail, return receipt requested and shall include the following information:

- Date, time, and place of hearing;
- Name and address of the petitioner (person filing the grievance);
- Name and address(es) of the party/parties against whom the grievance is made;
- Names and addresses of all witnesses called by the parties;
- Information sufficient to identify all evidence presented;
- A reiteration of the issues raised;
- A determination of the facts;
- An analysis of the issues as they relate to the facts;
- A decision addressing each issue; and
- A statement regarding the opportunity to appeal the decision to the WD

If a response to the grievance is not received by the petitioner within the time prescribed (60 days from the filing of the grievance), or should either party be dissatisfied with a decision, there is an opportunity to appeal to the WD.

Step 2: State Level Review of a Local Level Decision

If a local level grievance decision is appealed, the written appeal shall be filed with WD no later than 10 calendar days from receipt of an adverse decision at Step 1, or 10 calendar days from the date a Step 1 decision was due but not received.

All appeals of a local level grievance decision shall be submitted by certified mail, return receipt requested to:

Workforce Development, Executive Office
Victor Office Center, 201 N. Washington Square
Lansing, Michigan 48933

All appeals shall contain, to the extent practicable, the following information:

- The full name, address, and telephone number of the party/parties filing the appeal.
- The full name, address(es), and telephone number of the party/parties against whom the grievance is made.
- A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation.
- The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
- The relief requested.
- Signature of the party/parties filing the grievance or the complainant’s representative.

Within 15 days from the date the appeal is received by WD, the parties will be contacted to submit all relevant information and documentation generated at the local hearing to the WD Executive Office. Following consideration of the appeal, the WD will take one of the following actions:

Rejection of the Appeal: An appeal may be rejected, and a final determination issued if it is determined that the grievance lacks merit, it fails to state a grievable issue, there is no relief that can be granted, or if the appellant (person filing the grievance) fails to comply with the applicable procedures in this document. The party filing the appeal will be informed, in writing, as soon as possible or within 60 days from the date the appeal was filed of the reason the appeal was rejected.

Waiver of the Hearing: In lieu of a hearing for an appeal of a WIOA related local level decision, the parties to the appeal may mutually consent to having WD decide the matter based on the record created at the local level. If both parties and WD are in agreement, the hearing is waived. Both parties must provide WD with written confirmation that demonstrates their consent to waive the hearing. WD will issue a final decision within 60 days of the receipt of the appeal taking into consideration the evidentiary documentation previously submitted.

Hearing: For an appeal of a WIOA related local level decision, an opportunity for a hearing must be provided. Unless the appeal is rejected by WD, the parties agree to waive a hearing, or the appeal is withdrawn. If a hearing on the appeal is to be held it shall be conducted within 30 calendar days of the filing of the appeal.

The appellant (the person filing the grievance) and the party against whom the grievance is made will be provided written notice of the date, time, and place of the scheduled hearing and of the opportunity to present evidence, including witnesses. The notice of the hearing shall indicate the issues to be decided. Notice shall be given no less than 10 calendar days prior to the scheduled hearing date.

At a minimum, the hearing process shall include the same components as described in Step 1: Local Level Grievance Procedure hearing. At the discretion of the hearing officer, there may be an opportunity to exchange evidentiary information prior to the hearing. A written decision shall be issued not later than 60 calendar days after the filing of the appeal. The decision shall include the same categories of information as described in Step 1-Local Level Grievance Procedure written decision.

USDOL Review of a State Level Decision - In general, a state level decision is final. However, if a decision is not issued by the due date, a WIOA related appeal may be reviewed by the Secretary of the U.S. Department of Labor (USDOL). A WIOA related decision may be appealed to the USDOL by the adversely affected party within 60 calendar days after a decision was due or the receipt of the WD decision. The written appeal must be submitted to the following by certified mail, return receipt requested.

Secretary of Labor
U.S. Department of Labor
200 Constitution Ave, NW, C-2318
Washington, D.C. 20210

A copy of the appeal must be simultaneously provided to both of the following:

Regional Administrator
Employment and Training Administration
U.S. Department of Labor
230 South Dearborn St., 6th Floor
Chicago, IL 60604

Workforce Development
Executive Office
Victor Office Center
201 N. Washington Square
Lansing, MI 48933

Special Provisions

Employment Related Rights

Grievances involving Wagner Peysner Act activities, including but not limited to employer wage and hour violations, migrant and seasonal farm worker or veteran complaints, and other possible violations of general labor laws must be resolved using the process outlined in the State of Michigan Employment Service Manual. This Manual and assistance in filing a complaint is available at Michigan Works! Service Centers.

WIOA program participants employed in situations covered by a collective bargaining agreement, who are alleging a violation of labor standards may submit the grievance to a binding arbitration procedure, if allowable under the collective bargaining agreement covering the parties to the grievance.

Complaints alleging violation of the nondiscrimination and equal opportunity (EO) provision of state/federal grant programs must be resolved in accordance with the Nondiscrimination and Equal Opportunity (EO) Policy guidelines issued by WD.

Displacement from Employment

A grievance may be filed by an affected individual if a TANF recipient is placed in a position when (1) any other individual is on layoff from the same or any substantially equivalent job; or (2) if the employer has terminated the employment of any regular employee or otherwise caused an involuntary reduction of its workforce in order to fill the vacancy so created with an adult receiving TANF assistance. Either party to the grievance, the TANF recipient or the displaced employee, may appeal a local level decision to WD.

A grievance may be filed by a regular employee or program participant displaced by a WIOA participant placed in an employment activity operated with WIOA funds.

Jurisdiction

TANF and Food Assistance program applicant and recipient grievances shall be handled in accordance with the MWA or Department of Health and Human Services (DHHS) procedures, as appropriate, given the nature of the grievance. SNAP Plus program applicant and recipient grievances shall be handled in accordance with the MWA or the U.S. Dept. of Agriculture (USDA) procedures, as appropriate, given the nature of the grievance.

Fraud and Abuse

Known or suspected fraud, abuse, or criminal conduct under the WIOA shall be reported immediately to the MWA EO Officer for incident processing using the incident reporting guidelines issued by WD.

**For assistance or more information contact: Amy Meyers, MWA EO Officer
Michigan Works! Southwest
(269) 385-0414**

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think that you have been subjected to discrimination, or retaliation for filing a complaint of alleged discrimination, under a WIOA Title I–financially assisted program or activity, you may file a written, signed complaint within 180 days from the date of the alleged violation.

EQUAL OPPORTUNITY POLICY STATEMENT
THIS POLICY APPLIES TO ALL PROGRAMS ADMINISTERED BY THE
Workforce Development Agency (WDA)

It is the policy of the State of Michigan to assure that equal opportunity will be provided under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency.

All recipients of financial assistance are required to assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I—financially assisted program or activity.

This policy applies to all programs administered by the state, sub-grantees, subrecipients, contractors, and subcontractors. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

The Workforce Innovation Opportunity Act (WIOA) further requires for all programs receiving financial assistance under Title I of the WIOA the following assurance:

As a condition to the award of financial assistance from the United States Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA of 2014, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This grant applicant also assures that it will comply with 29 CFR part 38, and subsequent revisions and all other regulations implementing the laws listed above. This assurance applies to the grant applicants' operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Included in this contract are the Grievance and Complaint Procedures of the Michigan Works Agency. My signature below acknowledges receipt of the procedures and agreement to follow them in the resolution of grievances related to program activities. I also understand that any subsequent revisions to the procedures during the life of the contract will be sent electronically to applicable staff for utilization as directed by the Michigan Works Administrative staff.

My signature below also assures that all staff working under this agreement have been informed of the Equal Opportunity is the Law Statement and the Grievance and Complaint procedures, verbally and in writing, and that each has signed a receipt acknowledging receipt of same. Those receipts will be kept on file and be available upon request.

Signature

Date

Name and Title of Authorized Representative

2023 - 2024 IFA Budget Summary
Michigan Works! Southwest One Stop Service Centers
for Branch, Calhoun, Kalamazoo, and St. Joseph Counties Combined

SHARED INFRASTRUCTURE COSTS

Annual Facilities Costs

Lease and Utilities	603,070	
Property and Casualty Insurance	13,998	
Cleaning Services	84,643	
Facilities Maintenance	17,396	
Total Annual Facilities Costs		719,107

Annual Technology Costs

Telecommunications and Internet	38,363	
Equipment & Technology	78,765	
Total Annual Technology Costs		117,128

OTHER SHARED COSTS

Annual Costs to Promote Service Integration

Joint Staff Training/Orchestration of Professional Development for One-Stop partners	15,000	
Customer Satisfaction Measurement for One-Stop services	15,000	
Business Services	10,000	
Resource Room Materials and Staffing	15,000	
Customer/Community Access to & Awareness of the One-Stops	15,000	
Website Updates	2,500	
Costs Related to Board Functions - Outreach	20,000	
Common Identifier Marketing Costs	4,000	
Total Annual Costs to Promote Service Integration		96,500

Combined Infrastructure and Other Shared Costs Total	932,735
--	---------

Required Partner Name Fund Contributions July 1, 2023 through June 30, 2024						
County	FTE Methodology Number of full-time equivalencies		Partner's Contribution			
	<i>Relative Benefit FTE using Clients Served Scale Staff <u>NOT</u> on Site</i>	<i>Staff or Direct Link phone <u>on site</u> at service center</i>	Shared Infrastructure Costs	Other Shared Costs	Sub-rental Credit	Balance
Branch						
Calhoun						
Kalamazoo						
St. Joseph						
Totals						

Michigan Works! Southwest One Stop Service Delivery System Partners 2023-2024

Programs authorized under [Title I of the WIOA.](#)

- Adult: **Workforce Development Institute (WDI)**
- Dislocated Worker: **Workforce Development Institute (WDI)**
- Youth: **Kalamazoo Regional Educational Services Agency (KRESA)**
- Migrant Seasonal Farmworkers – **Michigan Department of Labor and Economic Opportunity (LEO) National Farmworker Jobs Program (NFJP)**
- National Farmworkers Job Programs – **Telamon Michigan**

Programs authorized under the [Wagner-Peyser Act, as amended](#)

- Employment Service: **W.E. Upjohn Institute for Employment Research, Michigan Works! Southwest (MWSW)**

Programs providing adult education and literacy activities authorized under [Title II of the WIOA](#)

- Battle Creek Public Schools**
- Three Rivers Community Schools**
- Kalamazoo Public Schools**
- Sturgis Public Schools**

Programs authorized under [Title I of the Rehabilitation Act of 1973](#), other than Section 112 or Part C

- Michigan Rehabilitation Services (MRS): **Michigan Department of Labor and Economic Opportunity (LEO)**
- Michigan Bureau Services for Blind Persons (BSBP): **Michigan Department of Labor and Economic Opportunity (LEO)**

Programs providing activities authorized under [Title V of the Older Americans Act of 1965](#)

- Senior Community Service Employment Program (SCSEP): **AARP Foundation**

Career and technical education programs at the postsecondary level authorized under the [Carl D. Perkins Career and Technical Education Act of 2006](#)

- Kellogg Community College**
- Kalamazoo Valley Community College**
- Glen Oaks Community College**

Programs providing activities authorized under [Chapter 2 of Title II of the Trade Act of 1974](#)

- Trade Adjustment Assistance: **W.E. Upjohn Institute for Employment Research, Michigan Works! Southwest (MWSW)**

Programs providing activities through Jobs for Veterans State Grants authorized [under Chapter 41 of Title 38, United States Code \(U.S.C.\)](#)

- Jobs for Veterans: **Michigan Department of Labor and Economic Opportunity (LEO)**

Programs providing employment and training activities carried out under the [Community Services Block Grant Act](#)

- Community Action Agency of South-Central Michigan**

Programs authorized under [state unemployment compensation laws, in accordance with applicable federal law](#)

- Unemployment Insurance Agency (UIA): **Michigan Department of Labor and Economic Opportunity (LEO)**

Programs authorized under [Part A of Title IV of the Social Security Act](#)

- Temporary Assistance for Needy Families: **W.E. Upjohn Institute for Employment Research, Michigan Works! Southwest (MWSW)**

**Appropriation Year (AY) 2021 and 2022 Workforce Innovation and Opportunity Act (WIOA)
Statewide Activities Allocations
For Michigan Rural Enhanced Access to Careers in Healthcare (MiREACH)
PI: 23-12**

Michigan Works! Southwest has been awarded \$148,409 to support the State of Michigan's Michigan Rural Enhanced Access to Careers in Healthcare (MiREACH) initiative, which supports tuition and support services to individuals entering healthcare occupations directly impacting patient care in rural communities.

Background

The MiREACH 2.0 program will assist in the alleviation of workforce shortages by creating sustainable employment and training programs in healthcare occupations (including behavioral and mental healthcare) serving rural populations.

Funding

Allocations are determined by the MWA's number of healthcare institutions which qualify as Healthcare Professional Shortage Areas. MiREACH 2.0 supports education and training in critical healthcare careers in rural facilities, including those needing supportive services and incumbent healthcare workers who want to advance into new patient-facing jobs. The funding can be used for training and related training expenses.

Participant Eligibility

Participants must meet WIOA eligibility criteria. All participants must receive and sign a document providing the intent and focus of the program, specifically the program's goal of training participants to work in critical healthcare careers in rural facilities.

Targeted Populations

MiREACH 2.0 is geared towards intentionally targeting individuals from the following populations:

- Asset Limited Income Constrained Employed (A.L.I.C.E.)
- Economically Disadvantaged
- Unemployed
- Dislocated Workers
- Underemployed
- COVID-19 Entry-Level Essential Workers
- Adults on Public Assistance
- Adults in Need of High School Diploma or Equivalency
- Underrepresented populations, including based on:
 - o Race
 - o National Origin
 - o Gender
 - o Age
 - o Disability

Employer Eligibility

Employers must have job openings in one or more of the following targeted occupations:

Substance Abuse and Behavioral Disorder Counselors	Cytogenetic Technologists	Licensed Practical and Licensed Vocational Nurses
Marriage and Family Therapists	Histotechnologists and Histologic Technicians	Occupational Health and Safety Specialists
Mental Health Counselors	Medical and Clinical Laboratory Technicians	Occupational Health and Safety Technicians
Rehabilitation Counselors	Cardiovascular Technologists and Technicians	Home Health Aides
Child, Family, and School Social Workers	Diagnostic Medical Sonographers	Psychiatric Aides
Healthcare Social Workers	Nuclear Medicine Technologists	Nursing Assistants
Mental Health and Substance Abuse Social Workers	Radiologic Technologists	Occupational Therapists
Health Educators	Magnetic Resonance Imaging Technologists	Occupational Therapy Assistants
Social and Human Service Assistants	Emergency Medical Technician and Paramedics	Occupational Therapy Aides
Community Health Workers	Pharmacists	Physical Therapist Assistants
Registered Nurses	Pharmacy Technicians	Physical Therapist Aides
Acute Care Nurses	Psychiatric Technicians	Massage Therapists
Critical Care Nurses	Surgical Technologist	Medical Assistants
Medical and Clinical Laboratory Technologists		Medical Equipment Preparers
		Pharmacy Aides
		Phlebotomists

Depending on employer demand, other in-demand healthcare occupations may be identified as long as the occupations involve direct patient care. Healthcare occupations which do not involve direct patient care, such as information technology, are not eligible for MiREACH 2.0 funding. Dental professions are not eligible.

Performance Metrics

A Performance Goals Form provided by LEO-WD describes a plan of action including target performance goals in six metrics, in addition to statewide performance metrics. Those six metrics are:

- Total participants served
- Total participants enrolled in education/training activities
- Total participants who complete education/training activities
- Total participants who complete education/training activities and receive a credential
- Total unemployed/underemployed participants who complete a Michigan Works! assisted education/training activity and subsequently obtain related employment
- Total number of incumbent workers who complete training and advance into a new position

Technical Information

Program Title/Number	Appropriation Year (AY) 2021 and 2022 WIOA Statewide Activities for Michigan Rural Enhanced Access to Careers in Healthcare (MiREACH); Policy Issuance 23-12
Funding Source	WIOA Statewide Activities
Funding Level	\$148,409
Duration	April 1, 2023– December 31, 2024
CFDA Number	17.258; 17.259; 17.278

Members and Alternate Members of the Workforce Development Board for Branch, Calhoun, Kalamazoo & St. Joseph Counties

REPRESENTING THE PRIVATE SECTOR

Ms. Lisa Godfrey, (Chair), Owner, Lisa A. Godfrey Attorney at Law (Kalamazoo)

Ms. Jacquelyn Murray, (Vice Chair), Director of Human Resources, Marshall Excelsior Company (Calhoun)

Ms. Jessica Eyster, HR Manager, IAC Group (St. Joseph)

Mr. Randall Hazelbaker Owner, Hazelbaker Antiques (Branch BOC)

Mr. Jeff Heppler, Police Chief, Village of Augusta and Owner, Hit-Em Here (Kalamazoo BOC)

Mr. Jared Hoffmaster, Assistant Vice President and Investment Officer at Century Bank and Trust (St. Joseph BOC)

Mr. Alan Ives, Vice President of Operations, Kadant Johnson LLC (St. Joseph)

Mr. Derek King, Owner, King Jewelers (Calhoun BOC)

Mr. David Maurer, President of Operations, Humphrey Products, Inc. (Kalamazoo)

Ms. Karla Meeks, Human Resource Director, Stewart Sutherland, Inc. (Kalamazoo)

Mr. Brian O'Donnell, Project Executive, Hi-Tech Electric Company (Kalamazoo)

Ms. Sabrina Radenovic, HR Business Partner, Stryker (Kalamazoo)

Mr. David Sutherland, Senior Manager, Human Resources, Asama Coldwater Manufacturing, Inc. (Branch)

Mr. Frank Tecumseh, CEO, FireKeepers Casino Hotel (Calhoun)

Ms. Elizabeth Van Dussen, HR Manager, Duncan Aviation (Calhoun)

REPRESENTING ECONOMIC DEVELOPMENT

Ms. Jill Bland, CEED, Executive Vice President, Southwest Michigan First (Kalamazoo)

REPRESENTING COMMUNITY BASED ORGANIZATIONS

Mr. Jose Luis Orozco, Jr., Executive Director, Voces (Calhoun)

Mr. Charles Rose (Alternate for Orozco), Capacity Builder, Voces (Calhoun)

REPRESENTING EDUCATION

Dr. Paul Watson II, President, Kellogg Community College (Calhoun)

Ms. Kris Jenkins, Superintendent, Branch Intermediate School District (Branch)

Mr. Dustin Scharer (Alternate for Jenkins), Assistant Superintendent of CTE, Branch Intermediate School District (Branch)

REPRESENTING ORGANIZED LABOR

Mr. Morris Applebey, Business Manager / Financial Secretary, IBEW Local 131 (Kalamazoo)

Ms. Kathi Cain-Babbitt, Chief Steward, AFSCME Local 1668; and President, AFL-CIO Labor Council (Kalamazoo)

Mr. David Pawloski, AFL-CIO Community Services Labor Liaison, United Way S. Central MI; Financial Secretary-Treasurer, S. Central MI AFL-CIO Labor Council; and Member, UAW Local 2093 (Calhoun)

Mr. Ken Willcutt, Piping Superintendent, Egan Company; Labor Representative, Plumbers, Pipefitters and HVACR Local Union No. 357 (Kalamazoo)

REPRESENTING PUBLIC ASSISTANCE AGENCIES

Ms. Karen Doubleday, Assistance Payments Program Manager, MI Dept of Health & Human Services – Calhoun County Office (Calhoun)

REPRESENTING REHABILITATION AGENCIES

Mr. John Fiore, Southwest District Manager, Michigan Rehabilitation Services (Kalamazoo)

Ms. Rebecca Hill (Alternate for Fiore), Site Manager, Michigan Rehabilitation Services (Kalamazoo)

REPRESENTING MI DEPARTMENT OF CORRECTIONS / OTHER

Ms. Lisa Johansen, Parole / Probation Supervisor, Michigan Department of Corrections, Kalamazoo Office (Kalamazoo - At-Large)

REPRESENTING AT-LARGE / OTHER

Ms. Windy Rea, Outreach and Admissions Counselor, Michigan Job Corps, Human Learning Systems (Region - At-Large)

7-1-2023_ko

May 31, 2023

Business Services Summary

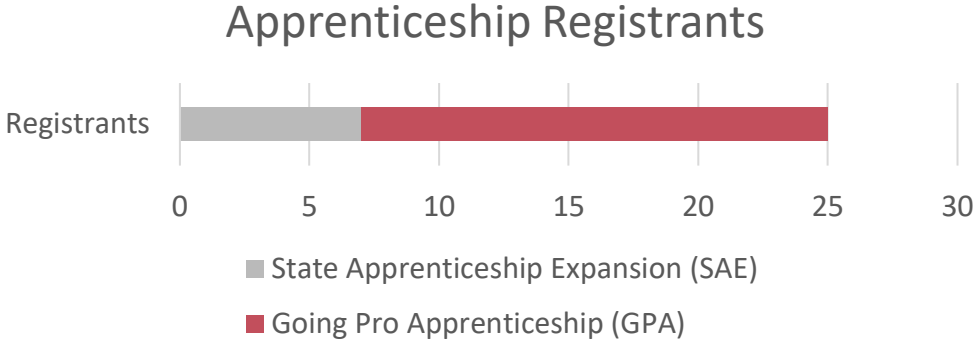
Michigan Works! Southwest Dashboard



Apprenticeship Summary

Total Registrants
(May 30, 2023)

25



Unemployment Rate by County

April 2023

Kalamazoo County
2.9%

Calhoun County
3.7%

Branch County
3.2%

St. Joseph County
3.4%

Source: <https://milmi.org/DataSearch/Unemployment-by-County>

Job Demand* (Southwest Prosperity Region)

Time Period

April 2023

Total Ads

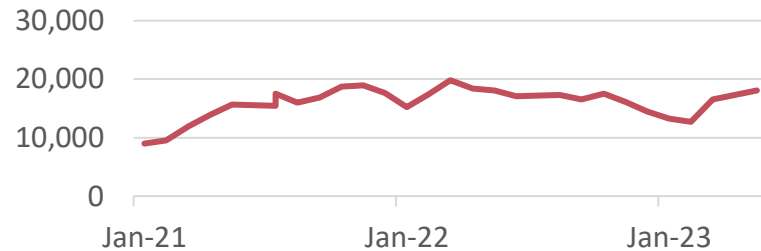
18,120

Change/Month

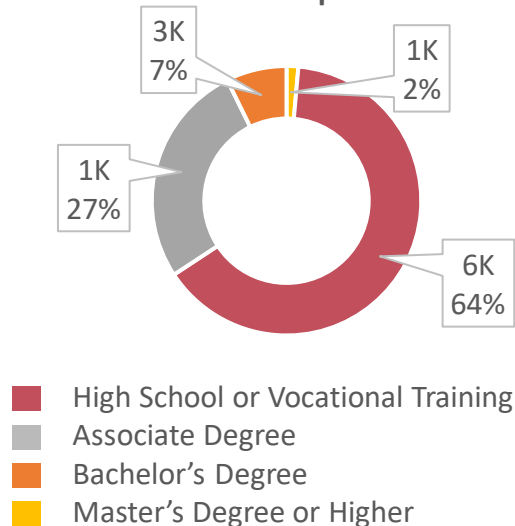
12.8%

*The data source for online job demand has changed from The Conference Board, to Lightcast Developer, as of April 2023.

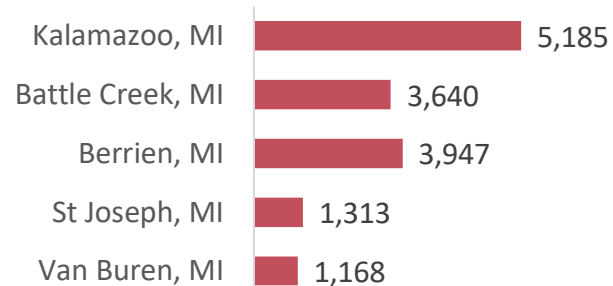
Historical Ad Volume



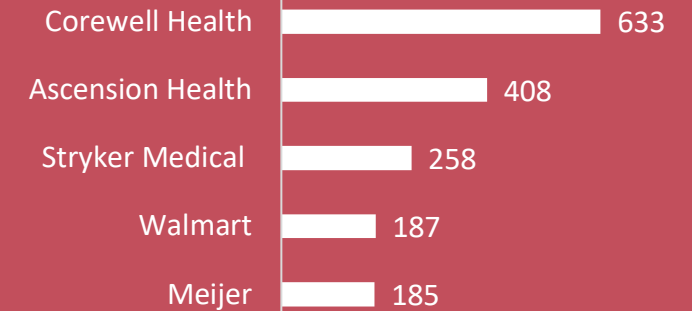
Education Requirements



Top Job Locations



Top Employers



Top Occupations



Going Pro Talent Fund (GPTF) FY2023



\$4,415,102

Awarded to
companies



Branch

\$54,111

Calhoun

\$1,027,601

St. Joseph

\$374,715

Kalamazoo

\$2,046,425



62*

Companies
Awarded GPTF



Branch

2

Calhoun

23

St. Joseph

4

Kalamazoo

20



2,518

Individuals
to be trained



Branch

36

Calhoun

660

St. Joseph

254

Kalamazoo

1,004



336

Planned
Apprentices



Branch

0

Calhoun

39

St. Joseph

3

Kalamazoo

284



726

Anticipated New
Hires



Branch

6

Calhoun

203

St. Joseph

127

Kalamazoo

373

*Thirteen additional employers outside of Michigan Works! Southwest's four-county area were awarded GPTF money.

Employers Served

Number of Employers Served
(7/1/2022 – 05/31/2023)

435

Number of Services Provided
(7/1/2022 – 05/31/2023)

3,149



May 31, 2023
Services Summary

Michigan Works! Southwest Dashboard



PATH

Partnership. Accountability.
Training. Hope.

Number of Participants
(Served 10/01/2022 – 05/31/2023)

752

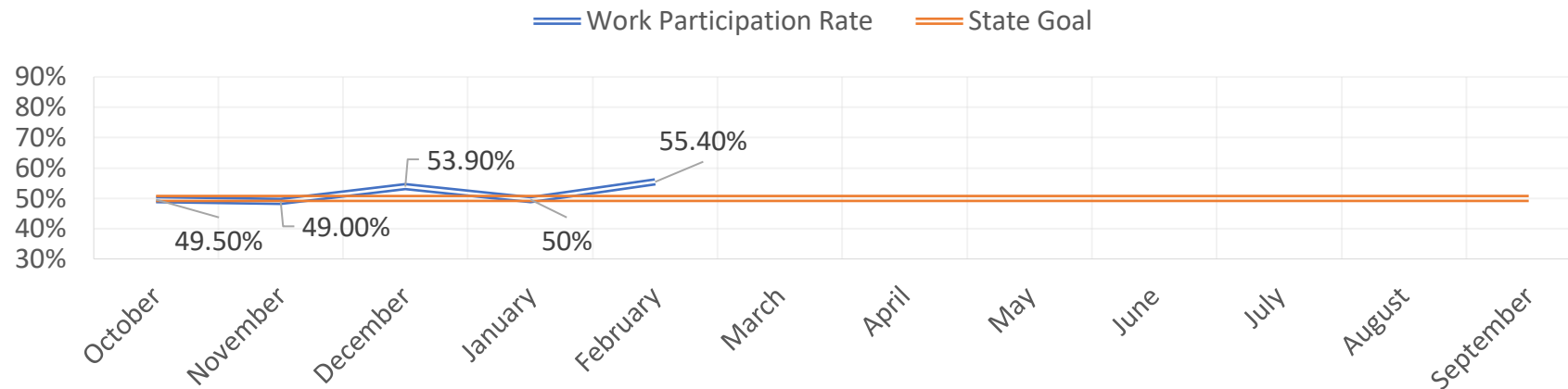
Employment Rate
(10/01/2022 – 05/31/2023)

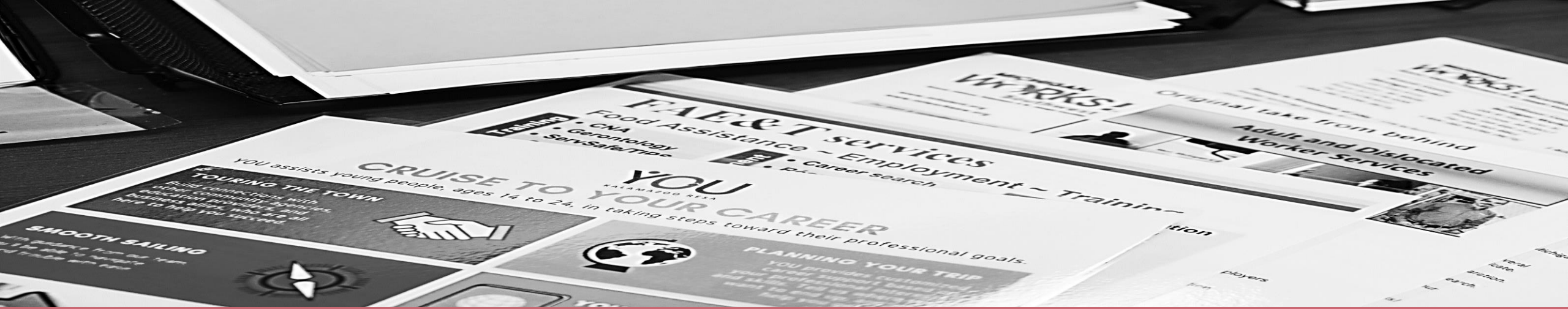
46.6%

Wage
(10/01/2022 – 05/31/2023)

\$15.65

PATH WORK PARTICIPATION RATE (FY23): 55.4%





LEAP

Learn, Earn, and Provide

234

Number of Participants
(Served 10/01/2022 – 05/31/2023)

69.2%

Employment Rate
(10/01/2022 – 05/31/2023)

\$15.82

Average Wage
(10/01/2022 – 05/31/2023)

BRES

Barrier Removal Employment Success

312

Number of Individuals Who Received BRES
Services
(10/01/2022 – 06/09/2023)

Most Common BRES Support Services Provided:

- Expungement Fees
- Housing and Rental Assistance

WIOA and Wagner-Peyser Performance

(Workforce Innovation and Opportunity Act)

	WIOA Adult		WIOA Dislocated Worker		WIOA Youth		Wagner-Peyser	
	Target	Actual	Target	Actual	Target	Actual	Target	Actual
Employment 2nd Quarter After Exit	88.60%	88.90%	90.10%	91.70%	80.60%	75.90%	65.00%	72.20%
Employment 4th Quarter After Exit	83.60%	91.30%	87.60%	89.20%	72.80%	82.80%	63.00%	68.80%
Median Earnings 2nd Quarter After Exit	\$6,192	\$7,931	\$7,914	\$10,489	\$3,660	\$4,030	\$5,175	\$9,141
Credential Attainment Rate	77.30%	59.30%	76.90%	92.9%	71.40%	72.20%	N/A	N/A
Measurable Skill Gains	65.10%	66.70%	67.60%	73.00%	33.30%	31.00%	N/A	N/A

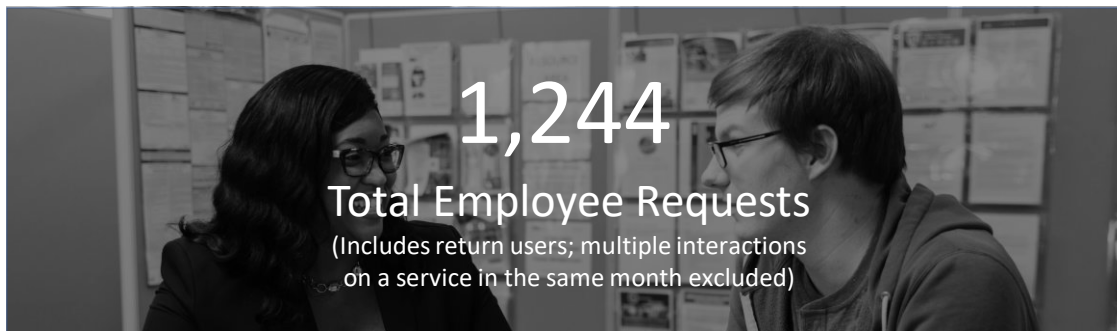
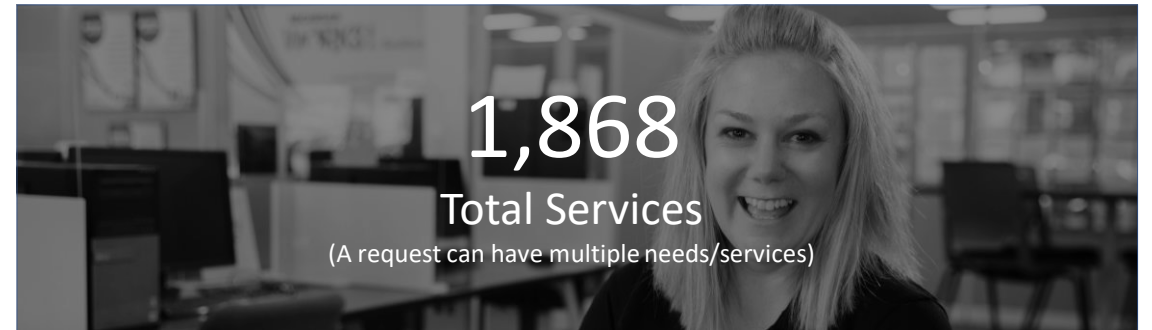
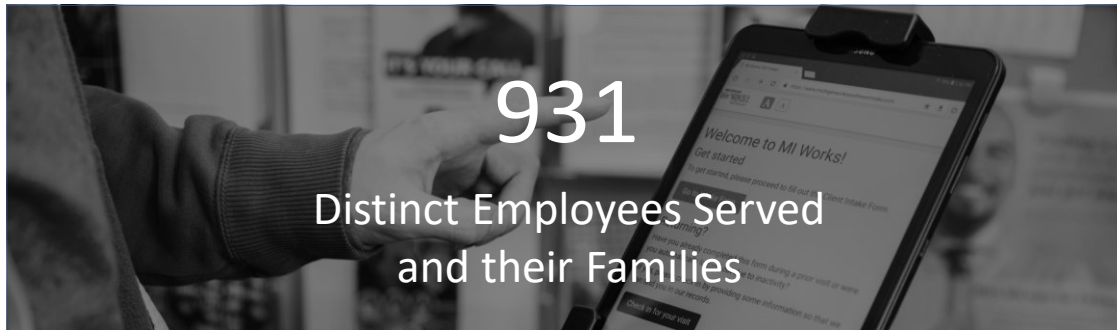
PY22-Q4 outcomes as of 6/12/23

Employer Resource Network (ERN)

Key Performance Indicators (10/01/2022 to 05/31/2023)

767% ROI

Increased Productivity and Retention Saves Money
Based on retention; turnover costs = \$4,129 per employee.



Directors Report
June 15, 2023

State Budget

Legislative leaders and the Governor's administration reached a target agreement setting the framework for completion action on the 2023-24 fiscal year budget. It is unclear when the House-Senate conference committees might begin meeting to approve the final versions of budget bills for each department and major budget area. The goal is to have the budget finalized by the end of this month, if not sooner. There is a nonbinding statutory deadline of July 1 for the Legislature to complete work on the budget.

Federal - Fiscal Responsibility Act and the Debt Ceiling

The House and Senate approved the Fiscal Responsibility Act that suspended the debt ceiling and the President signed this into law on June 3, 2023. Key measures of the Bill:

- Suspend the debt ceiling until January 2025.
- Caps non-defense spending at \$704 billion for fiscal year 2024. Veterans Affairs (VA) healthcare spending would be excluded from this cap. Defense spending would be capped at \$886 billion in the fiscal year 2024.
- Rescinds about \$30 billion of unspent coronavirus relief funding.
- Rescinds \$1.4 billion of Internal Revenue Service (IRS) funding. It would also move \$20 billion of the \$80 billion allocated to the agency in the [Inflation Reduction Act of 2022](#) to non-defense funds.
- Enhances work requirements for the Supplemental Nutrition Assistance Program (SNAP) and the Temporary Assistance to Needy Families program (TANF).
- Simplifies environmental reviews for energy projects.
- Ends the [student loan debt repayment pause](#) in August 2023.

[View the full text of the bill](#)

ETA Conference

Representing workforce development, Jakki Bungart-Bibb, director of Michigan Works! Southwest attended the USDOL Vision 2030 Workforce that convened in May in Virginia. This was an invite only conference.

The U.S. Department of Labor's Employment and Training Administration (ETA) provided an opportunity for the public workforce system to come together to ensure that we build an economy that works for all. ETA shared their vision for the next decade, focused on four guiding pillars:

- Open Opportunities for Vulnerable Workers and Communities
- New Industry Partnerships that Lead to Real, Good Jobs
- Build a Better Care Economy
- Action Today for the Future of Work

This monumental task requires all facets of the workforce development system to come together. Attendees included representatives from state and local workforce boards, education and training providers, state workforce agencies, community colleges, employers, unions, industry associations, training intermediaries, philanthropy, community-based organizations, academic researchers, and federal and other government partners.

Mackinac Policy Conference

The 2023 Mackinac Policy Conference focused on “the Power of &,” which invited dialogue among speakers and attendees on why Michigan needs an “and” approach instead of “either or” policy solutions. The “and” approach should create a healthy, productive tension among leaders with different points of view. When it comes to Michigan’s greatest issues and opportunities, “the Power of &” brings otherwise polarized sides closer together to provide the needed stimulus for leaders to bring nuanced thinking to problem solving.

Michigan will benefit from an “and” approach when it comes to:

- Individual Freedom & Collection Action
- Sustainability & Economic Growth
- Investing in the Future & Financial Responsibility