

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

Between

**W.E. Upjohn Institute for Employment Research, CWIS,  
Michigan Works! Southwest**

*and*

**Kalamazoo County Chief Elected Official**

*and*

**Michigan Works! Southwest Workforce Development Board**

**Branch, Calhoun, Kalamazoo and St. Joseph Counties**

July 1, 2026

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## Parties to the Agreement

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**W.E. Upjohn Institute for Employment Research, CWIS,  
Michigan Works! Southwest**

300 South Westnedge Avenue, Kalamazoo, MI 49007

*and*

**Kalamazoo County Chief Elected Official**

201 West Kalamazoo Avenue, Kalamazoo, MI 49007

*and*

**Michigan Works! Southwest Workforce Development Board**

1601 South Burdick Street, Kalamazoo, MI 49001

## Term

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This Memorandum of Understanding shall remain in effect for a three-year period beginning **July 1, 2026** through **June 30, 2029**.



## Purpose

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This MOU is designed to ensure 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

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-  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

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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 Workforce Development 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 and the WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule, which includes Federal guidance found at 20 CFR 678 Subpart C, 34 CFR 361.500 - 510, and 34 CFR 463.500 – 510.

## Memorandum of Understanding (MOU)

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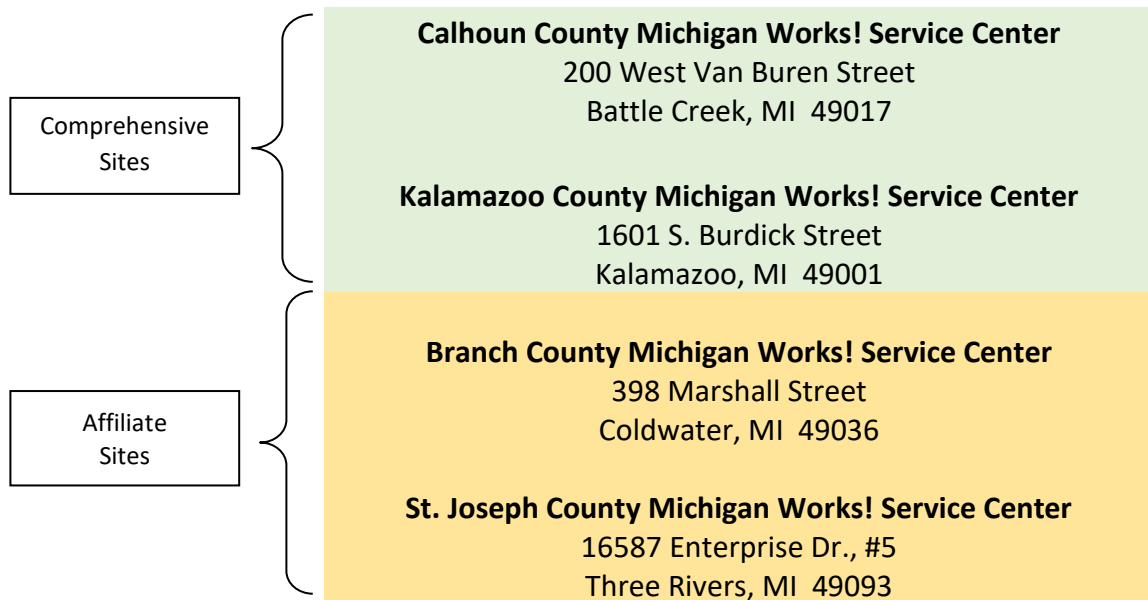
This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the four Michigan Works! Southwest One-Stop Service Centers, a partner of the American Job Centers, located in Branch, Calhoun, Kalamazoo, and St. Joseph Counties. The Michigan Works! Southwest 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 on the Michigan Works! Southwest website: <http://www.michiganworkssouthwest.org/contact/locations/>



## WIOA One Stop Partners

Per the WIOA, an MOU must be executed between the local workforce development 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 the Department of Labor, including Title I (Adult, Dislocated Worker, Youth, Job Corps, Native American Programs, Migrant and Seasonal Farmworker Programs, National Farmworker Jobs Program, and YouthBuild);

- Department of Labor programs authorized under the Wagner-Peyser Act, as amended by WIOA title III (Employment Services);
- Programs providing adult education and literacy activities authorized under Title II of the WIOA (Adult Education and Family Literacy Act);
- Programs authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV (Vocational Rehabilitation);
- Programs providing activities authorized under Title V of the Older Americans Act of 1965 (Senior Community Service Employment Program);
- Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006;
- Programs providing activities authorized under Chapter 2 of Title II of the Trade Act of 1974 (Trade Adjustment Assistance);
- State Grant Programs providing activities authorized under Chapter 41 of Title 38, United States Code (Jobs for 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;
- Programs authorized under Part A of Title IV of the Social Security Act (Temporary Assistance for Needy Families- TANF);

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

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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](mailto: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

<b>Basic Career Services</b>	<b>Individualized Career Services</b>	<b>Training</b>
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,	Adult education and literacy activities, including English language acquisition (ELA), provided in

	and appropriate combination of services for the customer to achieve the employment goals.	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.
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<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"> <li>– Summer employment opportunities and other employment opportunities available throughout the school year,</li> <li>– pre-apprenticeship programs,</li> <li>– internships and job shadowing, and</li> <li>– on-the-job training opportunities.</li> </ul>	<p>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.</p>
<p>Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.</p>	<p>Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.</p>
<p>Supportive services.</p>	<p>Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.</p>
<p>Follow-up services for not less than 12 months after the completion of participation, as appropriate.</p>	<p>Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.</p>
<p>Financial literacy education.</p>	<p>Entrepreneurial skills training.</p>
<p>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.</p>	<p>Activities that help youth prepare for and transition to postsecondary education and training.</p>

## 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 the Assurances and Certifications in the below sections of this Memorandum of Understanding (MOU).

### 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

The One-Stop Operator must coordinate the service delivery of required One-Stop partners and service providers.

#### The Partners

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 from other public agencies 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 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

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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, and
- 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

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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

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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

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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

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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, and other

community based organizations. 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 that the Kalamazoo County Chief Elected Official, 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 Kalamazoo County Chief Elected Official, Michigan Works! Southwest WDB or the One-Stop operator.

## Severability

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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

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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.

## Assurances

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All Parties assures that through the term of the MOU, it will comply with the non-discrimination and equal opportunity provisions of the following laws:

- Section 188 of WIOA, which prohibits discrimination against all individuals in the United States (U.S.) 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 U.S. 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, and 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.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Further, all parties assure that they comply, and will continue to comply with all regulations listed above and below, understanding that the U.S. has the right to seek judicial enforcement of this assurance:

- Nondiscrimination provisions and other requirements at 41 Code of Federal Regulation [CFR] Chapter 60
- Rehabilitation Act of 1973, as amended, Section 503 (29 United States Code [USC] 793), Public Law (PL) 93-112
- Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), PL 101-336
- Pregnancy Discrimination Act of 1978 (92 Statute 2076), PL 95-555
- Civil Rights Act of 1964, Title VII (42 USC 2000 et seq.), PL 88-352
- Civil Rights Act of 1968, Title VIII (42 USC 300 et seq.), PL 90-284
- Civil Rights Restoration Act of 1991 (20 USC 1686-1688, 29 USC 706 and 709, 42 USC 2000[d]-4[a] and 6107), PL 100-259
- Affirmative Action Provisions of the Vietnam Era Veterans' Readjustment Assistance Act, as amended (38 USC 4211 and 4212), PL 72-74
- Equal Pay Act of 1963, as amended (29 USC 206[d]), PL 88-38
- Elliott Larsen-Civil Rights Act, as amended (Michigan Compiled Laws Annotated [MCLA] 37.2101 et seq.), Public Act (PA) 6 of 2023
- Persons with Disabilities Civil Rights Act (MCLA 37.1101 et seq.), PA 220 of 1976

Parties must comply with all applicable federal and state laws including, but not limited to, the following:

- Immigration Act of 1986 (8 USC 1324[a]), PL 99-603; Immigration Reform and Control Act of 1986 (8 USC 1324[a]), PL 99-603
- Family and Medical Leave Act of 1993 (29 USC 2601), PL 103-3

- c. Older Americans Act of 1965, as amended (47 USC 3001 and 3056 et seq.), PL 89-73
- d. Military Selective Service Act, Title I, Section 3, as amended (50 USC 453), PL 97-86
- e. Privacy Act of 1974 (5 USC 522[a][e][3]), PL 93-579
- f. Whistleblowers' Protection Act (MCLA 15.361 et seq.), PA 469 of 1980
- g. Federal Hatch Act (5 USC 1501-1508)
- h. Jobs for Veterans Act, PL 107-288, as amended by PL 112-56 (Reference: Employment and Training Administration [ETA] Training and Employment Guidance Letter Number 10-09, issued November 10, 2009)
- i. Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, PL 109-234, which contains salary and bonus limitation requirements for the U.S. Department of Labor/ETA funded programs
- j. Michigan Youth Employment Standards Act, as amended (MCLA 409.101-124), PA 90 of 1978; or the Federal Child Labor Regulations, Part 570, as amended, whichever is more stringent
- k. Improved Workforce Opportunity Wage Act, PA 337 of 2018
- l. Michigan Payment of Wages and Fringe Benefits, as amended (MCLA 408.471-583), PA 390 of 1978; and Overtime Protection (MCLA 408.477), PA 390 of 1978
- m. Michigan Worker's Disability Compensation Act, as amended (MCLA 418.101-941), and Administrative Rules, PA 317 of 1969
- n. Michigan Open Meetings Act, as amended (MCLA 15.261 et seq.), PA 267 of 1976
- o. Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCLA 423.321 et seq.), PA 278 of 1980
- p. Michigan Occupational Safety and Health Act, as amended (MCLA 408.1001-1094), PA 154 of 1974
- q. Michigan Right to Know Act (MCLA 408.1014[a]-1014[n]), PA 80 of 1986

- r. Veteran Right to Employment Services Act (MCLA 35.1093), PA 39 of 1994
- s. Social Welfare Act, as amended (MCLA 400.55[a]), PA 280 of 1939
- t. Title IV-F of the Social Security Act, as amended, PL 74-271
- u. Michigan Welfare Policy Provisions, PA 223 of 1995
- v. Title IV-A of the Social Security Act, as amended, PL 74-271
- w. 45 CFR 201 through 237, and 260 through 265, Temporary Assistance for Needy Families
- x. Food Stamp Act of 1977, as amended, PL 105-33
- y. 34 CFR Part 463 Subpart H, Required Elements for the Combined State Plan and Plan Modifications
- z. WIOA of 2014, PL 113-128
- aa. The WIOA Joint Final Rule at 81 CFR 55791 and WIOA Final Rule at 81 CFR 56072
- bb. Reed Act Provisions of Title IX of the Social Security Act
- cc. Trade Adjustment Assistance Reform Act of 1974, as amended
- dd. The Wagner-Peyser Act of 1933, as amended under WIOA Title III
- ee. The Michigan Employment Security Act of 1936, as amended
- ff. 20 CFR Part 653, with respect to equitable services to migrant and seasonal farm workers and other requirements, as amended
- gg. Uniform Budgeting and Accounting Act, as amended, PA 2 of 1968
- hh. Uniform Unclaimed Property Act, PA 29 of 1995
- ii. PL 104-156, July 5, 1996, 104<sup>th</sup> Congress; Single Audit Amendments of 1996
- jj. 45 CFR Part 74, 45 CFR Part 92; Notice of Awarding Agency Requirements and Regulations Pertaining to Patient Rights.
- kk. 2 CFR Part 200 et al.; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

## Certification Regarding Lobbying

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All Parties certify that they will disclose any lobbying activities, in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 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.

## Debarment and Suspension

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All Parties shall comply with the debarment and suspension requirements in accordance with the Office of Management and Budget Guidelines at 2 Code of Federal Regulations (CFR) Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

## Priority of Service

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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 (38 U.S.C 4215).

## Salary Compensation and Bonus Limitations

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Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 10-24, Salary and Bonus limitation Imposed by Appropriations Language, TEGL 10-25 Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2026; PY 2026 Allotments for the Wagner-Peyser Act Employment Service (ES) Program; and PY 2026 Allotments of Workforce Information Grants to states, 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

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This MOU will be construed, interpreted, and enforced according to the laws of the State Of Michigan. 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

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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**

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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**

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

***W.E. Upjohn Institute for Employment Research,  
Michigan Works! Southwest,***

*hereinafter referred to as the*

**“REQUIRED ONE-STOP PARTNER”**

*and*

***Michigan Works! Southwest Workforce Development Board,***

*hereinafter referred to as*

**“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

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This Infrastructure Funding Agreement is effective **July 1, 2026** through **June 30, 2027**. This IFA shall be reviewed and renewed annually prior to July 1st each subsequent year.

## Part IV - Infrastructure Costs Budget Methodology

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In the Michigan Works! Southwest area, a local funding mechanism is used and includes costs of the facilities, technology, and other shared costs. 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
- Cleaning Services

#### ***Technology Costs Including:***

- Telecommunications & Internet
- Equipment & Technology Costs

### **OTHER SHARED COSTS**

#### ***Costs Related to Board Functions***

- Costs Associated with Outreach Services

#### ***Costs to Promote Service Integration***

- Joint Staff Training
- Customer Satisfaction Measurement
- Business Services
- Resource Room Materials and Staffing
- Access to One-Stop Awareness

#### ***Shared Services Costs***

- Business Cards
- Website Updates

*See 2026-2027 IFA Budget Summary, Attachment A*

*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 dependent 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 area. 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 17-12c2 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

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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 the “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. The signed IFA will then be submitted to the Kalamazoo County Board of Commissioners (KCBOC) office requesting inclusion on the next KCBOC meeting agenda.
4. 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.”
5. If the agreement is not accepted by the board, the document and related questions or concerns will be returned to “MICHIGAN WORKS! SOUTHWEST” for resolution between the original signing parties.
6. Once the parties have reached 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

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The partner organizations and the Workforce Development Board (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 State Funding Mechanism 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

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This IFA may be modified at any time by written Agreement of the parties. Such amendments will require the signature of all parties. 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

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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

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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 in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

### **MICHIGAN WORKS! SOUTHWEST**

X \_\_\_\_\_  
*Jakki Bungart-Bibb, Director*

\_\_\_\_\_  
*Date*

**MICHIGAN WORKS! SOUTHWEST WORKFORCE DEVELOPMENT BOARD:**

X \_\_\_\_\_

***Brian O'Donnell, 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 \_\_\_\_\_  
*Jennifer A. Strebs, Chair* **Date**  
Kalamazoo County Board of Commissioners

2026 - 2027 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	598,217	
Property and Casualty Insurance	16,348	
Cleaning Services	99,720	
Facilities Maintenance	60,600	
Total Annual Facilities Costs		774,885
Annual Technology Costs		
Telecommunications and Internet	52,111	
Equipment & Technology	181,025	
Total Annual Technology Costs		233,136
OTHER SHARED COSTS		
Annual Costs to Promote Service Integration		
Joint Staff Training/Orchestration of Professional Development for One-Stop partners	20,000	
Customer Satisfaction Measurement for One-Stop services	5,000	
Business Services	23,750	
Resource Room Materials and Staffing	18,750	
Customer/Community Access to & Awareness of the One-Stops	15,000	
Total Annual Costs to Promote Service Integration		82,500
Annual Costs Related to Board Functions		
Costs Related with Outreach Services	25,000	
Total Annual Costs Related to Board Functions		25,000
Annual Shared Services Costs		
Business Cards	4,000	
Website Updates	5,000	
		9,000
Combined Infrastructure and Other Shared Costs Total		1,124,521

**Michigan Works! Southwest (MWSW) - (TANF)**  
**Fund Contributions**  
*July 1, 2026 through June 30, 2027*

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		1.5987	24,908.22	2,885.86	-	27,794.08
Calhoun		10.5885	185,279.20	21,319.00	-	206,598.20
Kalamazoo		10.1413	165,500.59	20,418.65	-	185,919.24
St. Joseph		1.6356	34,585.66	3,293.16	-	37,878.82
<b>Totals</b>		<b>23.9600</b>	<b>410,273.67</b>	<b>47,916.67</b>	<b>-</b>	<b>458,190.34</b>

*Michigan Works! Southwest (MWSW) - Wagner Peyser (WP)*  
**Fund Contributions**  
*July 1, 2026 through June 30, 2027*

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		0.4750	7,400.83	857.46	-	8,258.28
Calhoun		2.7750	48,557.39	5,587.22	-	54,144.60
Kalamazoo		2.7750	45,286.43	5,587.22	-	50,873.65
St. Joseph		0.4750	10,044.06	956.37	-	11,000.43
<b>Totals</b>		<b>6.5000</b>	<b>111,288.70</b>	<b>12,988.26</b>	<b>-</b>	<b>124,276.96</b>

**Michigan Works! Southwest (MWSW) - (NFJP)**  
**Fund Contributions**  
**July 1, 2026 through June 30, 2027**

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		0.6000	9,348.41	1,083.11	-	10,431.52
Calhoun		0.6250	10,936.35	1,258.38	-	12,194.73
Kalamazoo		0.6000	9,791.66	1,208.05	-	10,999.71
St. Joseph		0.0000	-	-	-	-
<b>Totals</b>		<b>1.8250</b>	<b>30,076.42</b>	<b>3,549.54</b>	<b>-</b>	<b>33,625.96</b>

*Michigan Works! Southwest (MWSW) - WIOA Adult  
Fund Contributions  
July 1, 2026 through June 30, 2027*

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		2.4256	37,791.74	4,378.54	-	42,170.28
Calhoun		2.6101	45,671.06	5,255.10	-	50,926.16
Kalamazoo		3.4088	55,630.45	6,863.41	-	62,493.86
St. Joseph		1.5792	33,393.04	3,179.60	-	36,572.64
<b>Totals</b>		<b>10.0237</b>	<b>172,486.29</b>	<b>19,676.65</b>	<b>-</b>	<b>192,162.94</b>

*Michigan Works! Southwest (MWSW) - WIOA Dislocated Worker  
Fund Contributions  
July 1, 2026 through June 30, 2027*

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		0.6064	9,447.97	1,094.64	-	10,542.61
Calhoun		0.6525	11,417.76	1,313.78	-	12,731.54
Kalamazoo		0.8522	13,907.62	1,715.85	-	15,623.47
St. Joseph		0.3948	8,348.26	794.90	-	9,143.16
<b>Totals</b>		<b>2.5059</b>	<b>43,121.61</b>	<b>4,919.17</b>	<b>-</b>	<b>48,040.78</b>

*Michigan Works! Southwest (MWSW) - WIOA Youth  
Fund Contributions  
July 1, 2026 through June 30, 2027*

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		0.7464	11,629.43	1,347.38	-	12,976.81
Calhoun		2.0619	36,080.13	4,151.53	-	40,231.66
Kalamazoo		0.1886	3,078.22	379.78	-	3,458.00
St. Joseph		0.7964	16,839.64	1,603.43	-	18,443.07
<b>Totals</b>		<b>3.7933</b>	<b>67,627.42</b>	<b>7,482.12</b>	<b>-</b>	<b>75,109.54</b>

## Michigan Works! Southwest One Stop Service Delivery System Partners 2026-2027

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### 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 Farmworkers Job Programs (NFJP): **W.E. Upjohn Institute for Employment Research, Michigan Works! Southwest (MWSW)**

### 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](#)

- Kalamazoo 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](#)

- Kalamazoo Valley 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 Veterans Employment Services State Grants authorized [under Chapter 41 of Title 38, United States Code \(U.S.C.\)](#)

- LEO Veterans Employment Services (LEO-VES)**

### 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)**