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

between
Michigan Works! Southwest Workforce Development Board
and
Kalamazoo County Chief Elected Official
and
One Stop Required Partner Agency

Branch, Calhoun, Kalamazoo and St. Joseph Counties

July 1, 2018
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Parties to the Agreement

KALAMAZOO COUNTY CHIEF ELECTED OFFICIAL

and

MICHIGAN WORKS! SOUTHWEST WORKFORCE DEVELOPMENT BOARD

and

ONE STOP REQUIRED PARTNER AGENCY

Term

This Memorandum of Understanding and Infrastructure Funding Agreement rescinds and replaces any previously executed MOU and/or IFA effective July 1, 2018.

This Memorandum of Understanding shall remain in effect from July 1, 2018 through June 30, 2019.

Purpose

The purpose of this Memorandum of Understanding (MOU) is to define a system in the Michigan Works! Southwest area through which education, workforce, economic development, and other partners can collaborate to provide a seamless, customer-focused One-Stop Service system to serve both business and jobseekers. By realizing one-stop opportunities together, partners can build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

Vision and Mission

- We exist to create meaningful transformation in the people and businesses 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 Chief Elected Official (CEO), 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 Chief Elected Official (CEO), has (competitively) selected Kalamazoo Regional Educational Services Agency (KRESA), as 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 job seekers and business customers, 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 job seekers and businesses 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/

- **Calhoun County Michigan Works! Service Center**
  
  200 West Van Buren Street  
  Battle Creek, MI 49017

- **Kalamazoo County Michigan Works! Service Center**
  
  1601 S. Burdick Street  
  Kalamazoo, MI 49007

- **Branch County Michigan Works! Service Center**
  
  210 Vista Drive  
  Coldwater, MI 49036

- **St. Joseph County Michigan Works! Service Center**
  
  16587 Enterprise Dr.  
  Three Rivers, MI 49093
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, MOUs must be developed and entered with:

- Programs authorized under Title I of the WIOA (Adult, Dislocated Worker, and Youth);
- 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 (U.S.C.) (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); and
- Programs authorized under Part A of Title IV of the Social Security Act (Temporary Assistance for Needy Families); and 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, as authorized under Section 121(b)(1) of the WIOA (see page 7 of this MOU), then the Partner shall immediately notify the Michigan Works! Southwest Administrative Office in writing. A determination will then be made as to whether or not the affected Partner remains bound under this MOU, and is considered now an Additional Partner, or the Partner will exit the terms and requirements of this MOU.
Terms and Conditions

**PARTNER SERVICES**

At a minimum, 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 CEO.

### Business Services

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

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<th>Individualized Career Services</th>
<th>Training</th>
</tr>
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<tbody>
<tr>
<td>Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system</td>
<td>Comprehensive and specialized assessments of skills levels and service needs</td>
<td>Occupational skills training through Individual Training Accounts (ITAs)</td>
</tr>
<tr>
<td>Initial assessments of skill level(s), aptitudes, abilities and supportive service needs</td>
<td>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</td>
<td>Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above</td>
</tr>
<tr>
<td>Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)</td>
<td>Referral to training services</td>
<td>On-the-Job Training (OJT)</td>
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<tr>
<td>Access to employment opportunity and labor market information</td>
<td>Group counseling</td>
<td>Incumbent Worker Training</td>
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<tr>
<td>Performance information and program costs for eligible providers of training, education, and workforce services</td>
<td>Literacy activities related to work readiness</td>
<td>Programs that combine workplace training with related instruction which may include cooperative education</td>
</tr>
<tr>
<td>Information on performance of the Local workforce system</td>
<td>Individual counseling and career planning</td>
<td>Training programs operated by the private sector</td>
</tr>
<tr>
<td>Information on the availability of supportive services and referral to such, as appropriate</td>
<td>Case management for customers seeking training services; individual job search, referral and placement assistance</td>
<td>Skill upgrading and retraining</td>
</tr>
<tr>
<td>Information and meaningful assistance on Unemployment Insurance claim filing</td>
<td>Work experience, transitional jobs, registered apprenticeships, and internships</td>
<td>Entrepreneurial training</td>
</tr>
<tr>
<td>Determination of potential eligibility for workforce Partner services, programs, and referral(s)</td>
<td>Workforce preparation services to prepare individuals for unsubsidized employment or training</td>
<td>Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training</td>
</tr>
<tr>
<td>Information and assistance in applying for financial aid for training and education programs not provided under WIOA</td>
<td>Post-employment follow-up services and support</td>
<td>Other training services as determined by the workforce partner’s governing rules</td>
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</tbody>
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## Youth Services

<table>
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<tr>
<th>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.</th>
<th>Alternative secondary school services, or dropout recovery services, as appropriate.</th>
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| Paid and unpaid work experiences that have as a component academic and occupational education, which may include:  
  - Summer employment opportunities and other employment opportunities available throughout the school year,  
  - pre-apprenticeship programs,  
  - internships and job shadowing, and  
  - on-the-job training opportunities. | 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. |
| 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. See list of partners as Attachment C.

All Parties

All Parties to this agreement shall comply with:


- 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).
Chief Elected Official

The CEO for the Michigan Works! Southwest Workforce Development Board will, at a minimum:

- 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 all 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 ensures the workforce-related needs of employers, workers, and job seekers in the Michigan Works! Southwest area and/or the region are met, to the maximum extent possible with available resources. The Local WDB will, at a minimum:

- In cooperation with the Local CEO 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 CEO, 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 and negotiate MOUs with new 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**
Specific responsibilities include, at a minimum:
- Assist the CEO and the Michigan Works! Southwest WDB with the development and submission of a single regional plan,
- Support the Michigan Works! WDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the one-stop operator,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations to the Michigan Works! WDB, and
- Oversee negotiations and maintenance of MOUs with one-stop Partners.

**One-Stop Operator**
The one-stop operator will, at a minimum manage daily operations, including but not limited to:
- Manage and coordinating Partner responsibilities, as defined in this MOU,
- Manage hours of operation
- Coordinate daily work schedules and work flow based upon operational needs, and
- Assist the Michigan Works! WDB in establishing and maintaining 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 adhered to,
  - Adhering to the provisions outlined in the contract with the Michigan Works! Southwest WDB and the Michigan Works! Southwest WDB Business Plan,
  - 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.
- Integrate systems and coordinate services for the center and its Partners, placing priority on customer service.
- Coordinate policies, staff communication, capacity building, and training efforts.
- Ensuring 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.
- Oversee and coordinate partner, program, and One-Stop Service Center performance, as appropriate.

### 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 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 expressly 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 Amendment/Modification

Renewal of an MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU. Amendment or Modification of the MOU on requires the parties to review and agree to the elements of the MOU that have changed. Non-substantive changes to the MOU do not require renewal of the MOU. Substantive changes will require renewal of the MOU.

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. Job seekers and businesses 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

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, or 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. Section1352), 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 and12689) 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 TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 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, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), 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 Federal Office of Personnel Management Executive Level II.

Governance 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.
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:

One Stop Required Partner Agency Name, 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, 2018** through **June 30, 2019**. 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.

<table>
<thead>
<tr>
<th>SHARED INFRASTRUCTURE COSTS</th>
<th>OTHER SHARED COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Facilities Costs including:</strong></td>
<td>• One Stop Centers Reception</td>
</tr>
<tr>
<td>• Lease</td>
<td></td>
</tr>
<tr>
<td>• Facilities Maintenance</td>
<td></td>
</tr>
<tr>
<td>• Property and Casualty Insurance</td>
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<td>• Security Services</td>
<td></td>
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<tr>
<td>• Cleaning Services</td>
<td></td>
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<tr>
<td><strong>Technology Costs including:</strong></td>
<td></td>
</tr>
<tr>
<td>• Telecommunications &amp; Internet</td>
<td></td>
</tr>
<tr>
<td>• Equipment and Technology Costs</td>
<td></td>
</tr>
</tbody>
</table>

*See 2018-2019 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).

<table>
<thead>
<tr>
<th># Served</th>
<th>FTE</th>
</tr>
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<tbody>
<tr>
<td>0-25</td>
<td>.00</td>
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<tr>
<td>26-75</td>
<td>.05</td>
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<tr>
<td>76-125</td>
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<tr>
<td>126-175</td>
<td>.20</td>
</tr>
<tr>
<td>176-225</td>
<td>.30</td>
</tr>
<tr>
<td>226-275</td>
<td>.40</td>
</tr>
<tr>
<td>276+</td>
<td>.50</td>
</tr>
</tbody>
</table>

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 Talent Investment Agency (TIA) 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 on page 17 of 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 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 resolve between the original signing parties.

6. 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 - 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.

REQUIRED ONE-STOP PARTNER:

X______________________________________ __________
Authorized Signatory, Title
One Stop Required Partner Agency

MICHIGAN WORKS! SOUTHWEST WORKFORCE DEVELOPMENT BOARD:

X______________________________________ __________
Lisa A. Godfrey, Chair
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______________________________________ __________
Stephanie Moore, Chair
Kalamazoo County Board of Commissioners
(Or authorized signatory of WDB member demonstrating compliance pursuant to 20 CFR Section 679.430)
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., Room 628
Chicago, IL 60604

Talent Investment Agency
Victor Office Building,
201 N. Washington Sq
Lansing, MI 48913

Special Provisions
Employment Related Rights
Grievances involving Wagner Peyser Act activities, including but not limited to employer wage and hour violations, migrant and seasonal farm worker 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 alleged violation of the nondiscrimination and equal opportunity (EO) provision of state/federal grant programs must be resolved in accordance with the nondiscrimination and EO policy guidelines issued by TIA.

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 the TIA.

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 MWA or Department of Health and Human Services (DHHS) 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 TIA.

For assistance or more information contact: Jakki Bungart-Bibb, MWA EO Officer
Michigan Works! Southwest
Equal Opportunity Office
(269) 385-0457


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! 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! 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 expedient handling of all grievances and complaints related to programs operated with Workforce Investment Act (WIA), Workforce Innovation and Opportunity Act (WIOA), Temporary Assistance for Needy Families (TANF), Food Assistance Employment and Training (FAET), Trade Act (except requests for determinations), and State of Michigan GF/GP funds from the Talent Investment Agency (TIA), and other State funding sources.

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 work out 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 WIA, WIOA, TANF, FAET, Trade Act (except request for determinations), and State of Michigan GF/GP programs funded by the TIA 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.

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

May 2018

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

9976975233115-113
Equitable Services
MWSWU305456263038
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 the TIA.

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 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 statement regarding 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 TIA.

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 TIA.

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 TIA 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:

Talent Investment Agency
Victor Office Building,
201 N. Washington Square
Lansing, Michigan 48913

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, 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.

Within 15 days from the date the appeal is received by TIA, the parties will be contacted to submit all relevant information and documentation generated at the local hearing to the TIA Executive Office.

Following consideration of the appeal, TIA will take one of the following actions:

Rejection of the Appeal: A grievance may be rejected on appeal 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 TIA decide the matter based on the record created at the local level. If both parties are in agreement, the hearing is waived. Both parties must provide TIA with written confirmation that demonstrates their consent to waive the hearing. TIA 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 TIA, 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.

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 TIA decision. The written appeal must be submitted to the following by certified mail, return receipt requested:

Secretary
U.S. Department of Labor
Attention: ASET
Washington, D.C. 20210

Attachment A
2018 - 2019 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
Property and Casualty Insurance
Cleaning Services
Facilities Maintenance

Total Annual Facilities Costs

Annual Technology Costs
Telecommunications and Internet
Equipment & Technology

Total Annual Technology Costs

OTHER SHARED COSTS

Annual Costs to Promote Service Integration
One Stop Service Center Reception

Combined Infrastructure and Other Shared Costs Total
## One Stop Required Partner Agency Name
### Federal Funding Stream
**MWSW MOU-IFA #2018-#**
**Fund Contributions**
**July 1, 2018 through June 30, 2019**

<table>
<thead>
<tr>
<th>County</th>
<th>FTE Methodology</th>
<th>Partner's Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of full-time equivalents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Relative Benefit</td>
<td>Staff or Direct Link</td>
</tr>
<tr>
<td></td>
<td>FTE using Clients</td>
<td>phone on site</td>
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<tr>
<td></td>
<td>Served Scale</td>
<td>at service center</td>
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<td></td>
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<td>Branch</td>
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<tr>
<td>St. Joseph</td>
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<tr>
<td>Totals</td>
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**Notes:**
Michigan Works! Southwest One Stop Service Delivery System Partners

**Programs authorized under Title I of the WIOA**
- Adult: Human Resources Development, Inc. (HRDI)
- Dislocated Worker: Human Resources Development, Inc. (HRDI)
- Youth: Kalamazoo Regional Educational Services Agency (KRESA)
- Migrant Seasonal Farmworkers – Talent Investment Agency (TIA) National Farmworker Jobs Program (NFJP) authorized under Section 167 of the Workforce Innovation and Opportunity Act (WIOA)
- National Farmworkers Job Programs – Telamon Michigan
- Job Corps

**Programs authorized under the Wagner-Peyser Act, as amended**
- Employment Service: Kalamazoo Regional Educational Services Agency (KRESA)

**Programs providing adult education and literacy activities authorized under Title II of the WIOA**
- Coldwater Community Schools
- Battle Creek Public Schools – CISD
- Three Rivers Community Schools
- Kalamazoo Public Schools
- Kalamazoo Literacy Council

**Programs authorized under Title I of the Rehabilitation Act of 1973, other than Section 112 or Part C**
- Michigan Rehabilitation Services (MRS): Department of Health & Human Services (DHHS)
- Michigan Bureau Services for Blind Persons (BSBP)

**Programs providing activities authorized under Title V of the Older Americans Act of 1965**
- Senior Community Service Employment : AARP

**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: Kalamazoo Regional Educational Services Agency (KRESA)

**Programs providing activities through Jobs for Veterans State Grants authorized under Chapter 41 of Title 38, United States Code (U.S.C.)**
- Veterans – Talent Investment Agency - Veterans

**Programs providing employment and training activities carried out under the Community Services Block Grant Act**
- Kalamazoo County Community Action Agency
- Community Action Agency of South Central Michigan

**Programs authorized under state unemployment compensation laws, in accordance with applicable federal law**
- Unemployment Compensation (UC): Talent Investment Agency - UIA
Programs authorized under sec. 212 of the Second Chance Act of 2007
☐ Responsible Reintegration of Ex-Offenders: DOL Youth Challenge Academy

Programs authorized under Part A of Title IV of the Social Security Act
☐ Temporary Assistance for Needy Families: W.E.Upjohn Institute/MWSW