

**MICHIGAN WORKS!-  
CALHOUN INTERMEDIATE SCHOOL DISTRICT**

**WORKFORCE INVESTMENT ACT (W.I.A.)  
INTENSIVE & TRAINING SERVICES PROGRAM**

**PROGRAM YEARS 2007 & 2008  
REQUEST FOR PROPOSAL**

**PART I - PROGRAM DESCRIPTION**

*AN EQUAL OPPORTUNITY EMPLOYER/PROGRAM. AUXILIARY AIDS AND SERVICES ARE AVAILABLE TO  
INDIVIDUALS WITH DISABILITIES UPON REQUEST.  
MICHIGAN RELAY CENTER (800) 649-3777*

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**MICHIGAN WORKS!-  
CALHOUN INTERMEDIATE SCHOOL DISTRICT  
BARRY, BRANCH AND CALHOUN WORKFORCE DEVELOPMENT  
WORKFORCE INVESTMENT ACT (W.I.A.)  
INTENSIVE & TRAINING PROGRAM SERVICES**

**PROGRAM YEARS 2007 & 2008  
REQUEST FOR PROPOSAL**

**PART 1 - PROGRAM DESCRIPTION**

**NOTE:** Certain paragraphs in the RFP Program Description are *italicized* to reflect program goals that are newly established by the Barry/Branch/Calhoun Workforce Development Board for this contract cycle.

**I. PURPOSE:** To solicit proposals for the provision of Intensive & Training Services in each Michigan Works! Service Center, to be funded under Title I of the Workforce Investment Act of 1998. The purpose of the W.I.A. Intensive & Training services is to provide specific workforce development services to eligible adults and dislocated workers and to business customers through the Michigan Works! One-Stop Service Center system. In addition, the W.I.A. Intensive & Training Services provider will serve in the consortium of One-Stop partners to operate the Michigan Works! One-Stop Service Centers in the Barry/Branch/Calhoun region.

**II. TIME PERIOD FOR IMPLEMENTATION:** The time frame for the W.I.A. Intensive & Training Services Program operations will be in two-year increments. The first year of activities and services begins on July 1, 2007 and ends on June 30, 2008. The second year of funding is contingent upon the availability of federal funding, attainment of established performance objectives through December 31, 2007, and the negotiation of budgets and participant service schedules for PY2008, which begins on July 1, 2008 and ends on June 30, 2009.

**III. MICHIGAN WORKS! SERVICE CENTER LOCATIONS:** The Workforce Development Board (WDB) will award one contract per county in the Barry/Branch/Calhoun Michigan Works! area (MWA). The W.I.A. Intensive & Training Services Program contractor will locate in the established Michigan Works! Service Center(s) in their respective county. Services will be provided on a full-time basis at Battle Creek, Coldwater and Hastings Michigan Works! Service Centers. The Albion location is a satellite operation and the expectation is that the Calhoun Intensive & Training provider will schedule staff in coordination with the Employment Service and Core Services Program contractors to provide coverage and services at the Albion location. As indicated in the purpose statement, the W.I.A. Intensive & Training provider will become a partner in the Michigan Works! One-Stop Operator Consortium.

Locations of the Barry/Branch/Calhoun Michigan Works! Service Centers are:

<b>Barry Michigan Works! Service Center</b> 535 West Woodlawn Hastings, MI 49058	<b>Branch Michigan Works! Service Center</b> 210 Vista Drive Coldwater, MI 49036
<b>Calhoun Mich. Works! Service Center</b> 135 Hamblin Avenue Battle Creek, MI 49017	<b>Albion Michigan Works! Service Center</b> 101 North Albion Street Albion, MI 49224

In cooperation with the Michigan Works!-CISD and other partner agencies, the selected Intensive & Training Program Services provider will be responsible for negotiating leases and must budget funds for space costs. Installation and maintenance of all telephones, faxes, copy machines and other communication equipment is the responsibility of the selected Intensive & Training Program Services Program contractor. (Applicable procurement and related procedures must be followed including stipulations for technology purchasing and support detailed in section XI of this document.)

**IV. FUNDING LEVELS:**

Since actual Program allocations are unavailable at this time, the funding amounts in the table below are planning estimates only. **Separate budgets are required for each county and for each program year. Within each proposal, a separate line item budget must be developed under each funding source. Bidders can assume the same funding estimate for the second year as provided in the table below.**

COUNTY	TOTAL ADULT	TOTAL DISLOCATED WORKER
<b>Barry (20%)</b>	\$118,514	\$133,960
<b>Branch (20%)</b>	\$118,514	\$133,960
<b>Calhoun (60%)</b>	\$355,540	\$401,882
<b>Total</b>	\$592,568	\$669,802

Although not a requirement, bidders are encouraged to include a separate “in-kind” budget detailing the costs involved in operating the program that will not be charged to the Intensive & Training Services Program budget. Bidders who include an “in-kind” budget will be eligible for additional points in the proposal evaluation process. Applications will be evaluated on the basis of reasonableness and overall cost effectiveness.

The Workforce Development Board will fund one W.I.A. Intensive & Training Services Program contract each in Barry, Branch and Calhoun counties. Bidders may elect to submit a collaborative proposal, including more than one agency to provide program services; however, the CISD will issue

a contract to only one agency in each county. The proposal must clearly identify one agency to serve as the fiscal agent. The fiscal agent will be responsible for reimbursement to the partner agencies and will be held responsible for the repayment of all disallowed costs.

**V. ONE-STOP OPERATOR PARTNERSHIP:** The W.I.A. Intensive & Training Services Program provider will become a partner in the local Michigan Works! One-Stop Service delivery system, along with the Wagner Peyser Employment Service Provider, W.I.A. Core Services Program Provider, Work First, W.I.A. Youth Program, Michigan Rehabilitation Services, and other providers that may be collocated at the Service Center location. As an integrated partner, Intensive & Training Services staff will regularly assist job seeker and employer customers to understand the entire “system”, will provide information on available resources and make referrals to other programs and services as appropriate.

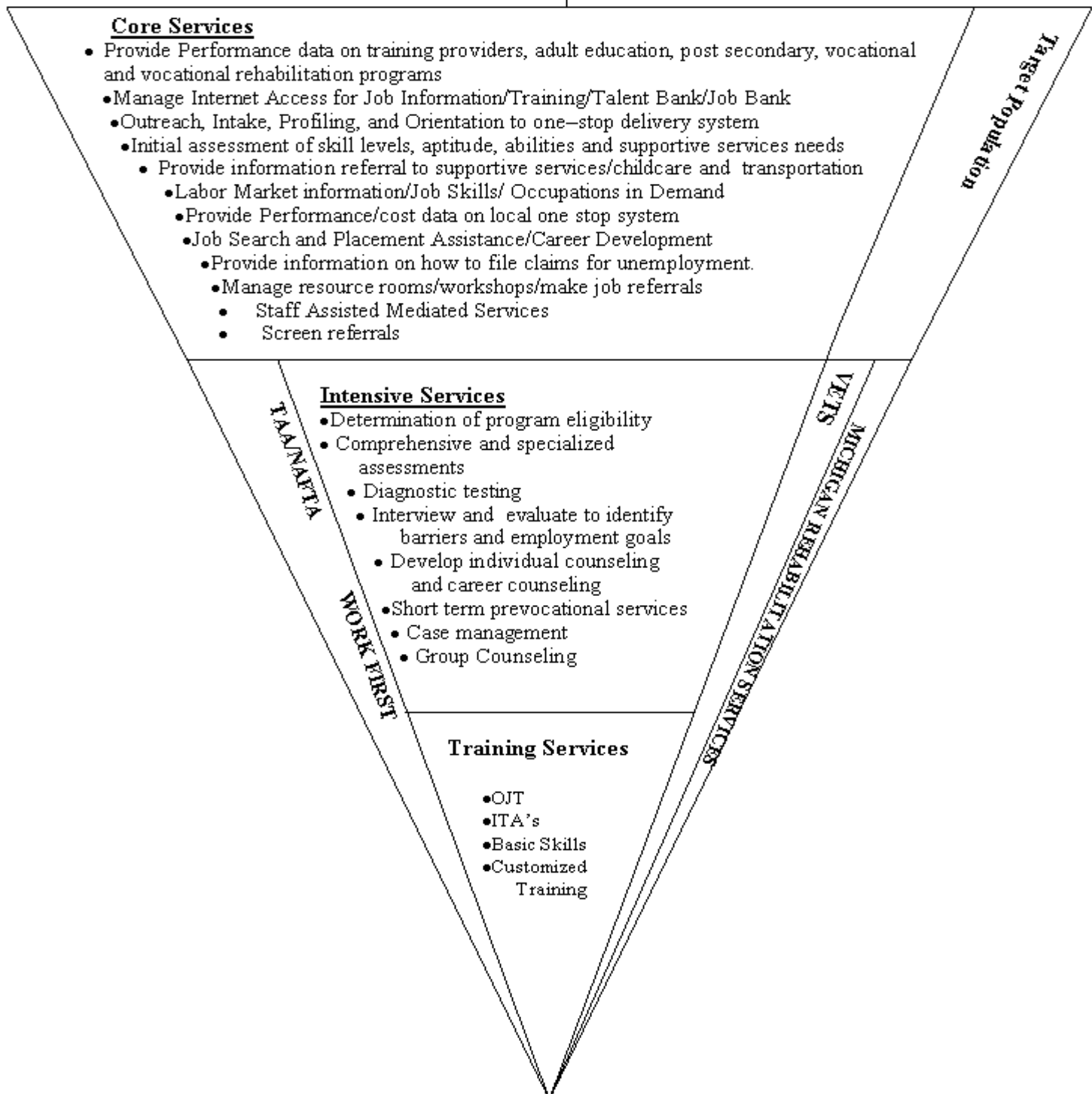
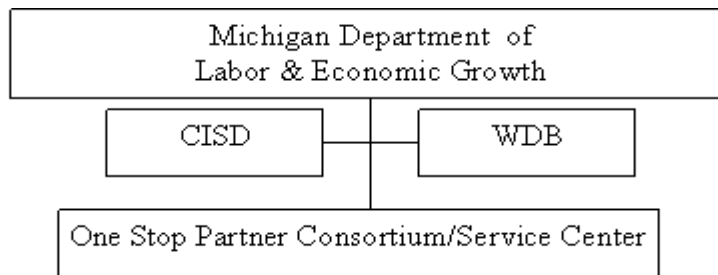
As a partner and integral part in the service delivery system, it is imperative that the W.I.A. Intensive & Training Services Program provider be knowledgeable of the entire system and the flow of services, as mandated by the Workforce Investment Act (W.I.A.). This service flow is depicted in the diagram that follows.

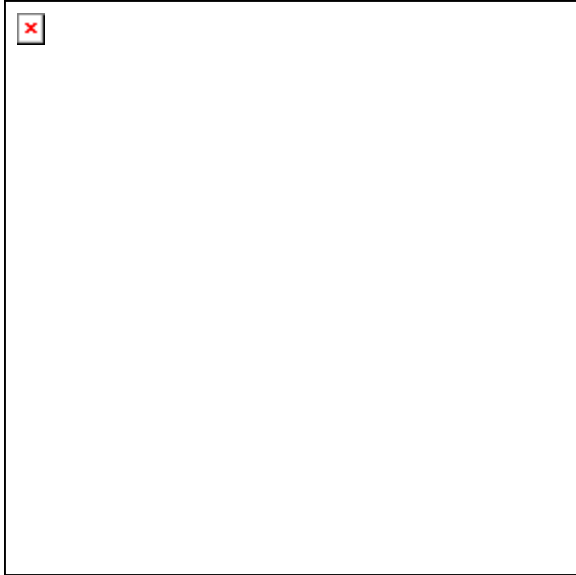
The large triangle is divided into three segments of W.I.A.-mandated services, with some of the other partner agency services shown at the sides of the segments. The Workforce Development Board (WDB) is currently issuing an Employment Service RFP and a W.I.A Core Services Program in addition to this W.I.A. Intensive & Training Services Program RFP.

The first tier of the triangle represents the “core services”, which, if they are self-service, are available to all members of the public. (Staff-assisted core services require that the individual meet minor eligibility factors.) Core services will be coordinated with the ES self-service and facilitated services to avoid any duplication of service and to maximize resources.

Customers who are not successful in obtaining employment through core services will be referred to this RFP’s “intensive services” by the core service staff. At this point the intensive service provider will make an eligibility determination, as W.I.A. funds can only provide intensive services to customers who are determined to be in need of these services and meet certain eligibility criteria. Several customer groups can obtain intensive services from other partner agencies (if eligible), such as Rehabilitation Services, Employment Service Veterans, TAA/NAFTA, or Work First. The intensive service staff will be responsible for screening customers to the appropriate partner for assistance.

If the customer is unable to obtain employment through intensive services and meets the eligibility requirements of W.I.A., TAA/NAFTA, Rehabilitation Services or Work First, then the customer may be referred to the bottom third of the triangle to receive this RFP’s “training services.” Training services include on-the-job training (OJT), individualized training account (ITA), customized training or basic skills training.





The success of the reformed workforce investment system is dependent on the development of true partnerships and honest collaboration at all levels and among all stakeholders. The cornerstone of the new workforce investment system is One-Stop service delivery that unifies numerous training, education, and employment programs into a single, customer-friendly system in each community. The underlying notion of One-Stop is the coordination of programs, services, and governance structures so that the customer has access to a seamless system of workforce development services. It is envisioned that the variety of partner program in the system could use common intake, case management, and job development systems in order to take full advantage of the One-Stops' potential for efficiency and effectiveness while providing a wide range of services from a variety of training and employment programs to meet the needs of the employer and job seeker customers.

To develop and manage this seamless system of workforce development services, the selected W.I.A. Intensive & Training Services Program contractor will join a Consortium of partner agencies that will function as the One-Stop Operators for the Barry/Branch/Calhoun Michigan Works! system. The chart on the following page shows that this Consortium is under the guidance of the Workforce Board and the Michigan Works!-CISD and consists of the partners who agree to use the Michigan Works! One-Stop Service Center as the primary approach to service delivery and will commit to integration of services, staff and funding.

In addition to the W.I.A. Intensive & Training Services Program contractor, this Consortium will include the W.I.A. Core Services contractor, Employment Service contractor, and Work First. Other partners who agree to contribute to the center by providing some funding as in-kind services, have part-time staff in the One-Stop Service Center and agree to coordinate information and services, will participate in the One-Stop Service Center governing system by participating in the Center Operations Subcommittees.

# ONE-STOP SERVICE CENTER OPERATING SYSTEM

## One-Stop Board Roles

- Center Coordinator Designated
- Common Cost Allocation
- Designate Employer of Record for Common Staff
- Develop Policy of System
- Customer Flow
- Marketing Plan & Implementation
- Customer Satisfaction Surveys and Continuous Improvement
- System Performance
- General System Oversight

**WORKFORCE DEVELOPMENT BOARD**

**CISD**

**ONE-STOP SYSTEM  
BOARD OF DIRECTORS  
ES - W.I.A. ADULT -  
WORK FIRST**

## CISD Ex-Officio/Advisory Roles

- Cost Allocation/Fiscal Agent
- Advising/Consulting
- Facilitation
- Conduit to WDB
- Monitoring/Evaluation

**BATTLE CREEK  
CENTER**

**COLDWATER  
CENTER**

**HASTINGS CENTER**

**ALBION CENTER**

**Center Operation Subcommittee:**  
 Employment Service  
 W.I.A. Title I Adult  
 Work First  
 MI Rehab Services  
 BWP - Vets  
 W.I.A. - Youth  
 AARP Senior Emp.  
 Dept of Corrections

**Center Operation Subcommittee:**  
 Employment Service  
 W.I.A. Title I Adult  
 Work First  
 MI Rehab Services  
 BWP - Vets  
 W.I.A. - Youth  
 Head Start

**Center Operation Subcommittee:**  
 Employment Service  
 W.I.A. Title I Adult  
 MI Rehab Services  
 BWP - Vets  
 W.I.A. - Youth  
 Work First

**Center Operation Subcommittee:**  
 Employment Service  
 W.I.A. Title 1 Adult  
 MI Rehab Services  
 BWP - Vets  
 W.I.A. - Youth

## **VI. WORKFORCE DEVELOPMENT MISSION AND GOALS**

The Barry/Branch/Calhoun Workforce Development Board has adopted the following mission statement:

*The Barry/Branch/Calhoun Workforce Development Board will lead a responsible and integrated customer-driven partnership that delivers comprehensive services for business and job-seeking customers and fosters economic growth.*

The strategic planning goals established by the Barry/Branch/Calhoun Workforce Development Board are:

Goal One: Work to improve /raise the skills of the workforce by:

- Increasing the number of W.I.A. and Work First customers enrolled in occupational skills training activities
- Increasing the participation in workplace readiness skills by 5% each year
- Designing a Job Readiness Certification System to increase soft skills of job seeker customers
- Engaging Michigan Works! participants in technology training to increase computer/technology literacy
- Expanding customized training options for Incumbent Worker Training to strengthen incumbent worker skills
- Adding PLATO Learning Lab availability for all Michigan Works! customers to enhance adult education through the use of competency-based instruction

Goal Two: Strengthen entrepreneurial and intrapreneurial opportunities by:

- Educating participants in entrepreneurship/intrapreneurship programs
- Informing dislocated workers who indicate interest in entrepreneurship/intrapreneurship opportunities and connect them with the appropriate resources

## **VII. ACTIVITIES AND SERVICES TO BE PROVIDED**

### **Intensive Services**

Intensive services are the second tier of services to be provided under the Workforce Investment Act (W.I.A.). Intensive services are defined as those services that can be provided by staff to the subset of the customer population that is eligible for and can benefit from additional employment and training assistance beyond the universal core and employment services provided upon entry into the One-Stop Center. Intensive services will be available to those individuals who meet the following criteria and are referred from the W.I.A. Core Services staff:

- Unemployed adults and dislocated workers who have received at least one core service and are unable to obtain employment and are determined by a One-Stop operator to be in need of a more intensive services to obtain employment; or
- Employed adults and dislocated workers who have received at least one core service and are unable to obtain employment and are determined by a One-Stop operator to be in need of a more intensive service to obtain or retain employment that leads to self-sufficiency.

The selected Intensive & Training Program contractor will comply with enrollment benchmarks for EO/Significant Segment groups with the following groups to be served at the levels established at a minimum. Note that the percentages below are established for the current programs year (PY2006) and are subject to change during the PY2007 and PY2008 program years.

### Barry County

<b>Target Group</b>	<b>Minimum Percentage/ Adult Program Parts.</b>	<b>Minimum Percentage/ DW Program Parts.</b>
Females	50.7%	47.1%
Disabled	11.7%	11.7%
Persons Aged 55-64	9.4%	10.1%

### Branch County

<b>Target Group</b>	<b>Minimum Percentage/ Adult Program Parts.</b>	<b>Minimum Percentage/ DW Program Parts.</b>
Females	50.7%	47.1%
Disabled	11.7%	11.7%
Persons Aged 55-64	9.4%	10.1%

### Calhoun County

<b>Target Group</b>	<b>Minimum Percentage/ Adult Program Parts.</b>	<b>Minimum Percentage/ DW Program Parts.</b>
Females	50.7%	47.1%
African American	11.5%	8.2%
Hispanic	5%	3.6%
Native American	2%	
Asian/Pacific Islander	2%	2%
Disabled	11.7%	11.7%
Persons Aged 55-64	9.4%	10.1%

The Michigan Works! area (MWA) also anticipates that funding for the intensive and training services will be limited. In order to assure that the intensive and training services are available to the customers most in need, the MWA has established “high priority” customer criteria to be applied to the W.I.A.-eligible population:

- Individuals with disabilities that constitute a barrier to employment
- Minorities who reside in high poverty areas of the MWA
- New entrants to the labor market, including students transitioning from school-to-work
- Offenders, including incarcerated individuals
- Veterans (in compliance with the Jobs for Veterans Act)
- Displaced homemakers
- Older Workers, including retirees
- Workers displaced from local companies
- Workers with skills in short supply and high demand

The following intensive services are to be designed and implemented in the proposal:

- **Program Specific Eligibility Determination and Enrollment:** Intensive services can only be provided upon a referral from W.I.A. Core Services staff and a W.I.A. eligibility determination. This process will include an intake and orientation to the program. The Intensive Services Program staff will process all W.I.A. applications, and document/verify eligibility according to established rules and regulations. Intensive services for job seekers require a formal enrollment process and maintenance of a “participant file” on each individual receiving such services. Each eligible applicant will complete an initial assessment, including determination of basic math and reading levels, as well as the initiation of an electronic Individual Service Strategy.

The selected bidder must provide referral services to all referrals that are not selected for participation in W.I.A. The W.I.A. Intensive Service staff will participate in Community Development Block Grant (CDBG) First Source Hiring Programs, by certifying low-to-moderate income applicants for employers designated by the Michigan Works!-CISD and Workforce Development Board.

- **Comprehensive and/or Specialized Assessments:** Intensive Services Program staff will provide assessments of job seekers’ skill levels and service needs. Such assessments may include diagnostic testing and use of assessment instruments to determine basic skill levels, aptitudes, interests, occupational skills and abilities and in-depth interviewing and evaluation to determine job seekers’ employment barriers and appropriate employment goals.

*A goal for this contract period will be to develop a plan to provide more customized assessment services for job seekers in order to meet employer hiring needs.*

- **Development and Maintenance of an Individual Service Strategy (ISS):** Intensive Services Program staff will review with the job seekers the results of assessments, including barriers to employment, and will develop and maintain, in consultation with the participant, an electronic Individual Service Strategy that includes employment goals, objectives and identification of the types of services needed for the job seeker to achieve those goals and objectives. This initial plan will be completed within 30 days following enrollment and will be reviewed with the participant and updated accordingly throughout the participant's program participation.
- **Employment and Career Counseling:** Intensive Services Program staff will provide employment and/or career counseling and planning on a group or individual basis to assist job seekers in identifying the activities and services needed to achieve those goals. This may include the identification of training requirements.
- **Pre-Vocational Services:** Intensive Services Program staff will provide employability skills training and/or counseling on an individual or group basis, with services to include areas related to acquiring and maintaining employment and succeeding in vocational training. Such training and/or counseling may include: decision-making, communication skills, interviewing skills, problem-solving skills, teamwork skills, punctuality and attendance, personal management and maintenance, and workplace behaviors.
- **Case Management and Job Search Assistance:** Each job seeker enrolled in the Intensive Services Program will have a Service Center staff person assigned as his/her case manager. The case manager will provide job search assistance and support on an individual basis, including follow-up services after placement in order to improve job retention. Case managers will coordinate with other available agencies to provide job search and other assistance that is identified on the participant's Individual Service Strategy.
- **Job Development and Placement:** Service Center staff will identify employers with specific job openings appropriate for job seekers receiving intensive services and will match such job seekers with such job openings. Job placement will include referring the job seeker to the employer for an employment interview and following up with the employer and advocating for the job seekers. Such direct placement assistance will not involve the commitment of training funds through the W.I.A. training budget and will be for those job seekers that have basic skills, training and/or experience consistent with the employer's entry-level criteria for the direct placement opening.
- **Referral For Training Services:** Intensive Services Program staff will identify job seekers enrolled for intensive services who have been unable to obtain or retain employment through such services and may refer such job seekers for enrollment in training services to prepare them for unsubsidized employment. Decisions on such referrals will be made by case managers, based on reviews of the participant files, interviews, evaluations or assessments of the participants' job search activities and on a determination that job seekers are in need of and are likely to benefit from training services. Referrals for training will be based on the job seeker's potential eligibility under W.I.A., MDLEG/Rehabilitation Services, Work First, TAA/NAFTA, etc.

- **Rapid Response Worker Orientations:** In plant closing and mass layoff situations, Intensive & Training Services staff will assist the Michigan Works!-CISD and the MDLEG staff in planning and implementing worker orientations, which cover all training and employment related services, as well as eligibility and enrollment information for the programs offering the services.
- **Interview USA:** Staff will assist job seeker customers with the use of this new job search tool, which allows job seekers to videotape one or more interviews that can be electronically transmitted to an employer along with a job seeker's resume when the job seeker meets the qualifications for a particular job posting. Interview USA can also be used by staff to conduct mock interviews with job seeker customers.
- **Other Intensive Services:** Intensive Services staff may also provide the following intensive services, based on participant need: Literacy Activity Related to Basic Workforce Readiness; Out of Area Job Search Assistance; Relocation Assistance and Internship or Work Experience.

*A goal for this contract period is the development of strategies in partnership with other community organizations to address improving the computer literacy of customers.*

- **Intensive Services For Employers:** Intensive services for employers will be limited to those businesses that require services and assistance beyond the core employer services, with priority given to employers seeking to fill multiple wage and benefit job openings and those facing WARN-level downsizing. Intensive services for employers include customized recruitment, assessment and testing services and outplacement assistance. Employer subsidies are not included in "intensive services".

Employer services will also include collaborating with Michigan Works! Partner agency staff in planning and implementing job fairs or other events, as well as assisting in the delivery of outplacement services to workers affected in company closing and mass layoff situations. In addition, staff will inform employers about and help them to utilize the Interview USA service, which allows an employer to view an electronic video interview along with the resume of a job candidate meeting the established qualifications for a job posting.

## **Training Services**

The third tier of services under the Workforce Investment Act (W.I.A.) includes "training services." Training services will be provided to job seekers who have met W.I.A. eligibility and who were unable to obtain employment through the first (core services) and second (intensive services) tiers of W.I.A. programs. Additional training services may be provided by other partner agencies with funding to support training, including the Employment Service Provider (TAA/NAFTA), Rehabilitation Services and Work First. Training services will only be provided to eligible adults who have not achieved their employment objectives through Core and Intensive Program Services and whose eligibility has been documented by the agency providing the funding for the training. Business customers requiring a subsidy will receive services under the training services component of W.I.A.

Specific training services to be provided include:

- **Occupational Skills Training:** The W.I.A. Training Services Program provider will be responsible for enrolling participants in occupational skills training through the use of “individualized training accounts.” Occupational skills training is designed to offer job specific training on a less-than-class size basis in occupational areas that have been approved by the Workforce Development Board. A listing of the approved occupations is included in Attachment “B”.

Occupational skills training will be made available to job seekers who have good employability and basic skills, but lack marketable job-specific skills and who elect to develop occupational skills in a classroom setting. Training services staff will make available extensive information on occupational training available through the “State-Certified Training Provider List” (accessed online at [mycareereducation.org](http://mycareereducation.org)). This list will include information on training length and location, prerequisites for enrollment, training outcomes, training cost, degrees or certifications and the training agency’s placement rate for program graduates.

Each job seeker enrolled for classroom occupational skills training will be provided with an individualized training account (ITA) with a specific maximum value for the purchase of such training from a certified provider. The approved bidder will be responsible for the continued training and placement of participants who will be “carried over” into Program Year 2005 in occupational skills training to complete training & job placement activities. Training service staff will be responsible for the case management and monitoring of each participant’s progress in occupational skills training. The participant must maintain a 2.0 grade point average in order to maintain the Individualized Training Account (ITA).

All training assistance will be integrated with PELL, TAA/NAFTA and other available funds. W.I.A. participants will be required to apply for PELL Grant assistance or any other assistance for which they may qualify, and W.I.A. funds will cover the balance of tuition, fees, books, supplies, and transportation assistance. Participants will be funded only in those occupations for which training will take 2 years or less. W.I.A. funds will not be used to pay the costs of repeating classes that were failed by the student. The selected contractor will maintain a signed enrollee agreement, copies of grades, case notes and signed ITA’s in the participant file.

The contractor will provide case management, supportive service referrals, and job development/placement services to all participants. Transportation payments will be made in accordance with the MWA’s supportive services policy and procedures.

- **Customized Training:** Customized training will be provided to meet the needs of specific employer(s), with the employer committing up-front to hire the trainee upon completion of training and for which the employer pays not less than 50% of the training. Customized training can involve classroom training or on-the-job training (OJT), but most customized training will have both classroom and OJT components. Job seekers enrolled for training services will be referred to customized training employers for selection prior to being placed in the customized training activity. Though a participant’s employment is contingent upon the successful completion of training, the

employer will commit to the contingent hiring of the participant prior to the participant's agreement to enroll in the customized training program. In cases where customized training funds are limited, priority will be given to multi-hire employers with high wages and benefits and those who agree to contribute more than 50% of the training cost (including those who agree to pay trainees a stipend during the classroom component).

*A goal for this contract period is the development of a plan to provide more customized training to meet employer needs, as well as training opportunities for individuals with low literacy levels.*

- **On-The-Job Training:** Job seekers with good basic and employability skills who are lacking in marketable job-specific skills will be considered for on-the-job training (OJT). OJT is training provided by the employer, with the trainee employed full-time at regular wages and benefits for the OJT occupation. Training for each job seeker enrolled in OJT will be based upon an individual OJT contract negotiated with the employer and approved by the job seeker. Training reimbursement to the employer shall be based on 50% of the trainee's straight-time wages during the negotiated training period. The training period is to be based upon the standards established in O\*Net and must take into consideration prior training and experience of the job seeker in the OJT occupation. An OJT will be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided.

OJT contracts may be written for eligible employed workers when the employee is not earning a self-sufficient wage as defined by local WDB policy, other requirements stated above are met, and the OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes as approved by the local WDB.

Intensive & Training staff will follow-up on all OJT placements at least once per month. Documentation of these follow-ups will be maintained in the participant's individual file.

- **Adult Education And Literacy Training:** Adult education (basic skills and GED preparation) and literacy training will be made available to those job seekers referred for training. The need for such training will be identified in the customer's Individual Service Strategy, and staff and customer will agree that the training is needed to achieve the employment goals and objectives specified in the training plan. Adult education and literacy training are not stand-alone activities and can be provided in conjunction with any of the training options outlined above.

*A goal for this contract period is to assist job seeker customers to access community programs (including Plato Learning System) so they may improve their basic academic skills, including GED preparation.*

- **Training Services For Employers:** Training services for employers include on-the-job training and customized training, as described above for job seekers.

*Another goal for this contract period is to work with employers to develop internship and apprenticeship opportunities for job seeker customers.*

### **VIII. ADDITIONAL ACTIVITIES AND SERVICES**

Other functions of the Intensive & Training Services provider will include:

**Marketing the Michigan Works! Services:** According to the marketing guidelines established by Michigan Works!-CISD, W.I.A Intensive & Training Services staff will be responsible for marketing the availability of the services available from Michigan Works!.

*A goal for this contract period will be to work with the CISD and other partners to more effectively market Michigan Works! programs and services to job seeker and employer customers.*

**Supportive Services:** One of the core services available to adults and dislocated workers through the one-stop delivery system in Barry, Branch and Calhoun counties is the provision of information about the availability of supportive services in the local area, as well as referral to such activities. Thus, program staff is responsible to determine participant supportive service needs and direct or refer participants to programs and services available from Michigan Works! partners and/or other community resources. Staff will only consider the use of W.I.A. funds for a supportive service need when all other sources of funding have been exhausted.

Supportive services for which referrals are made to other community organizations include such needs as child care, housing and dependent care. The supportive service needs that can be funded through W.I.A. funds include transportation and various types of equipment, clothing, supplies or other costs that are necessary for an individual to participate in a particular W.I.A.-funded program.

*A goal for this contract period is to enhance the information available for customers related to transportation, child care and other support services in the community. The selected W.I.A. Intensive & Training Services provider will also be included in a work group of partner and other community organizations to develop solutions to the deficits in these employment support areas.*

**Referrals to Partner and Community Organizations:** The W.I.A. Intensive & Training Services Program contractor will coordinate and refer customers to Michigan Works! Partner Agencies and other community organizations according to the needs of the customers. Certain types of referrals will need to be recorded and reported to the Michigan Works!-CISD and the Workforce Development Board (WDB). Frontline staff will need to be knowledgeable of other agencies and resources in the community, as well as established referral processes. To this end staff may require specific training (e.g., substance abuse) in order to best meet the needs of the wide variety of customers of the Michigan Works! Service Center system.

*A goal for this contract period is to enhance the information available for customers regarding entrepreneurial programs and resources and to strengthen relationships with organizations offering*

*these services. This information sharing shall include inclusion of this information when conducting Worker Orientations and general orientations at Michigan Works!*

**Michigan Works! Customer Service Standards:** As a Michigan Works! Service Center partner agency, the selected provider will be required to abide by Michigan Works! Customer Service Standards approved by the Workforce Development Board (Attachment C).

**Continuous Improvement Activities:** To meet the federal mandate under the Workforce Investment Act for One-Stop Service Centers, the W.I.A. Intensive & Training Services Program contractor will be required to participate in continuous improvement activities that may include but are not limited to the following broad system-wide categories: 1) Leadership development; 2) Strategic planning; 3) Customer & market focused activities; 4) Information gathering and analysis; 5) Human resource development and management; 6) Process management; 7) and Business results. These activities will involve frontline and management staff and will focus on continuous analysis and improvement of One-Stop services with the focus on customer service and satisfaction.

**Customer Satisfaction Surveys:** The selected Intensive & Training Services Program provider will conduct a customer satisfaction survey for all participants who exit from the program. The survey must be completed by telephone or in person and must consist of the three questions contained in the W.I.A. Program Management Information Guide (P-MIG) guidelines.

**Follow-up Services:** The selected Intensive & Training Services Program provider will conduct follow-up on all exited participants as directed by Michigan Works!-CISD and/or the W.I.A. Program Management Information Guide (P-MIG) in order to gather needed information related to performance standards and to provide additional assistance or referrals to these individuals, as needed, to facilitate job retention.

**Reporting System:** The selected Intensive & Training Services Program provider will be required to collect all data required to meet the requirements established by the Workforce Development Board and/or the Michigan Department of Labor & Economic Growth/Bureau of Workforce Programs (MDLEG/BWP). It will also be necessary to data enter or otherwise record this information in an accurate, complete and timely fashion and to review and forward needed reports and documents as directed by Michigan Works!-CISD and/or the W.I.A. Program Management Information Guide (P-MIG) and related policies and procedures.

The selected bidder will be responsible for maintaining the electronic data entry system to be provided by the Michigan Works!-CISD. The bidder will be asked to maintain Internet access, make staff available for data entry/MIS training, maintain the hardware/software in original condition (ownership will remain vested in Michigan Works!-CISD), and follow established MIS procedures.

The selected bidder will also be responsible for maintaining employer contact data on the online Michigan Opportunity Partnership Employer Tracking System.

## **IX. WDB ENTRY LEVEL EMPLOYMENT SKILLS INVENTORY**

The following pages specify the employability skill development goals for Workforce Development Workforce Investment Act contracts, as established by the Workforce Development Board. The completed proposal must include a listing of which goals each program will address. It is not necessary to select all goals; but it is imperative that each proposal be designed to address the appropriate goals from the following list. The goals addressed must be in accordance to the types of training that are proposed.

**Barry/Branch/Calhoun WDB Entry Level Employment Skills Inventory**

<b>Academic Skills</b>	<b>Personal Management Skills</b>	<b>Teamwork Skills</b>	<b>Technical Skills</b>
Possess communication skills including listening, writing, verbal and phone skills	Identify personal job-related interests, skills, strengths and opportunities; demonstrate communication skills	Demonstrate an ability to identify with the goals, norms, values and culture of the group / work environment	Possess capability to read technical materials, reports or manuals (including: blueprints, machine prints, schematic drawings, technical journals or diagnostics, etc.)
Demonstrate ability to read, understand and analyze written materials including, but not limited to, graphs, charts and displays	Possess personal values and ethics in the workplace (such as: honesty, respect, value of others, punctuality, dependability, reliability, etc.)	Demonstrate an understanding of communication processes in order to effectively communicate with all team members; show respect	Possess skills to make use of current technology: fundamental computer applications, basic operating systems; data input, storage and retrieval, etc.
Demonstrate ability to combine ideas and information in new and different ways	Demonstrate a willingness to accept authority and subsequent responsibility; ability to appropriately handle confidential documents	Demonstrate an ability to use the team approach to problem solving and consensus decision-making	Demonstrate an understanding of the current quality processes: continuous improvement, experimental design customer satisfaction, SPC, , etc.
Demonstrate ability to speak and write in the language / terms in which business is conducted; ability to convey important information	Demonstrate a working knowledge of conflict resolution skills; the ability to manage conflict and benefit from it	Demonstrate conflict management skills working in a team and basic negotiation skills	Demonstrate an ability to use current measurement devices (gages, micrometers, calipers, metric measures, conversion tables, etc.) where appropriate
Understand and solve problems involving mathematical processes and be able to apply information	Demonstrate understanding of quality work and the ability to work in a team; ability to organize and prioritize work	Demonstrate flexibility and adaptability in the workplace and in groups; possess ability to coordinate work activities	Demonstrate an understanding of basic business and industry theories

<b>Academic Skills</b>	<b>Personal Management Skills</b>	<b>Teamwork Skills</b>	<b>Technical Skills</b>
Ability to identify available resources and conduct necessary research	Demonstrate a customer / service orientation; understand customer satisfaction; possess appropriate persuasion sales skills as required	Demonstrate an understanding that authority follows competence, individuals lead accordingly	Demonstrate a basic understanding of inventory control (just-in-time, FIFO automation, synchronous manufacturing, etc.) and its systems impact
Demonstrate ability to access and apply specialized information as necessary	Demonstrate an enthusiasm about the workplace and assigned task completion	Demonstrate a sensitivity to diversity and an ability to capitalize on diverse ideas and skills	Understand the need to plan for technology replacement and improvement
Demonstrate ability to think and act logically using the scientific method of problem solving (e.g.: identify problem, collect information, form options, and draw conclusions); demonstrate deductive reasoning	Demonstrate an ability to follow written and/or verbal instructions; ability to organize, plan and prioritize work	Demonstrate a commitment to the team and organization; demonstrate ability to establish and maintain relationships and networks	Demonstrate the ability to use a variety of technical devices to enhance performance and production
Possess minimum math and reading skills necessary to understand job tasks	Demonstrate a willingness to take risks, be innovative about the work to be done; possess problem-solving skills	Demonstrate an ability to learn, model and apply strategies	Demonstrate understanding of metrics measurement
Possess logical reasoning skills; be able to use information to change processes	Demonstrate an openness to change, continual improvement, personal and professional growth/learning; adaptability	Demonstrate ability for idea generation & evaluation and /or brainstorming and thinking creatively	Understand basic business practices and finance structures (budgets, revenue, expenses, profit, etc.)
Possess time management, prioritization and organization skills	Demonstrate an ability to either follow or lead, depending on the task to be completed	Demonstrate team goal setting and project planning skills	Understand problem identification and demonstrate research skills to seek appropriate resources

<b>Academic Skills</b>	<b>Personal Management Skills</b>	<b>Teamwork Skills</b>	<b>Technical Skills</b>
Demonstrate an ability to locate, document and record business information	Be alcohol and substance free and have an ability to pass a drug screen at all times		Demonstrate ability to use tools and equipment necessary to be successful in the job/task
Demonstrate ability to apply technology tools in work related situations	Understand safety issues and workplace security		

## **X. PERFORMANCE STANDARDS**

### **Common Measures**

The Employment and Training Administration (ETA) has developed policy on common performance measures for Federal job training and employment programs, including the programs in this RFP. The common measures represent one component in ETA's development of a single comprehensive system to collect, record, and report program performance for workforce programs. For more information, Common Measures performance standards are discussed in MDLEG Policy Issuance #05-41, USDOL TEGL #17-05 and other related policies and documents. Attachment "D" is provided as a quick summary of the Adult Standards.

The selected W.I.A. Intensive & Training contractor will be expected to meet the following minimum established standards. Point awards will be higher for bidders who exceed the minimum standards. Be advised that the standards listed below are for PY06 and that all standards are subject to revision, based upon negotiations with the Michigan Department of Labor & Economic Growth/Bureau of Workforce Programs.

<b>Performance Standard</b>	<b>W.I.A. Adult</b>	<b>W.I.A. Dislocated Worker</b>
Entered Employment Rate	85%	90%
Employment Retention Rate	80%	88%
Average Earnings in 6 Months after Employment	\$10,000	\$13,500
Credential Attainment Rate	81%	81%
Participant Customer Satisfaction	90%	90%
Employer Customer Satisfaction	85%	85%

## **XI. PROGRAM OPERATOR RESPONSIBILITIES**

### **A. Reporting Requirements**

All Intensive & Training Services providers will implement a procedure to collect and maintain program performance data. All program operator(s) will be responsible for entering all MIS information on the One Stop Management Information System in accordance with the MIS guide and other pertinent policies and procedures. This information must be entered on the MIS by program operator staff within two business days of the time the information is available for entry on the One-Stop MIS.

All program operator(s) will utilize the forms provided by the Michigan Works!-CISD or other data collection methods to capture information on individual participant goals, activities and status changes throughout program participation. Program operator staff will complete and enter these forms according to instructions contained in the MIS guide and other pertinent policies and procedures.

Each program operator(s) must maintain complete participant files in a central location. Files must be accessible for Michigan Works!-CISD audit throughout the program.

All program operators must submit monthly narrative reports to the Workforce Development Team (within 5-days of month's end), a detailed year-end narrative report, and required financial reports in a complete and timely manner (within 30-days of contract termination). In addition, the Intensive & Training Services provider will submit Monthly Reports for the W.I.A. Intensive & Training Services Program and any other reports required by the Workforce Development Board and/or Michigan Department of Labor & Economic Growth/Bureau of Workforce Programs.

### **B. Participant Transportation Payments**

The W.I.A. Intensive & Training Provider will be responsible for tracking time and attendance necessary to issue participant transportation payments. Program operators will be required to issue payments. Participant support is mileage reimbursement for classroom training activities. Support payments are made for round-trips as follows: \$2.50/day for 0-15 miles; \$5/day for 16-30 miles; and \$10/day for 31 or more miles.

### **C. Individual Service Strategies**

All participants must receive an objective assessment and have a completed electronic Individual Service Strategy within 30 days of enrollment into any intensive and training services.

### **D. Cooperation with Michigan Works!-CISD**

All bidders must assure that all program staff will cooperate fully with Michigan Works!-CISD staff with regard to monitoring, daily operation of program, and auditing functions.

**E. Workforce Investment Act and Regulations**

The proposal must certify that the program will operate in compliance with the Workforce Investment Act and Regulations, or reauthorized legislation, and policy letters from the Michigan Department of Labor & Economic Growth/Bureau of Workforce Programs.

**F. Fiscal Accountability**

Bidders must guarantee the maintenance of all records for at least five (5) years after June 30, 2009, and utilize a standard accounting system that is acceptable to CISD and in accordance with the American Institute of Certified Public Accountants' Auditing Standards.

**G. Enrollment/Expenditure Levels**

The contractor will be responsible for maintaining the enrollment and expenditure levels according to the terms of the agreement. Failure to do so may result in either termination of the contract or reduction in funding.

**H. Required Audits**

All agencies receiving more than \$500,000 in Federal dollars annually are required to be audited. The Workforce Investment Act portion of the audit is to be forwarded to the Michigan Works!-CISD.

**I. Financial Viability**

All bidders must submit proof of the organization's capability to assume financial responsibility for disallowed costs. Financial viability can be assumed in the following manner:

- i. by having taxing authority; or
- ii. by providing audit exception insurance with a copy of the policy being provided to the WDB and being acceptable to the WDB; or
- iii. by pledging assets in an amount sufficient to cover all disallowed costs; or
- iv. by having a deposit of non-W.I.A. funds sufficient to cover all disallowed costs.

**J. Hold Harmless**

Each selected contractor will be required to execute the following hold harmless provision:

[NAME OF ENTITY] hereby agrees to indemnify, defend and hold harmless the Barry-Branch-Calhoun Workforce Development Board and Barry, Branch, and Calhoun Counties and their Chief Executive Officer Board from any and all disallowed costs, liability, causes of action, or claims arising from or in any way connected with its function as the designated [title designation] for the Michigan Works! Area (MWA).

**K. Equal Opportunity**

Michigan Works!-CISD is committed to ensure against discrimination or denial of employment and/or training based on race, color, religion, sex, national origin, age, height, weight, martial status, disability, political affiliation or belief of a participant, administrator or staff person in connection with any program administered through the MDLEG/BWP. This policy applies to all phases of employment

including, but not limited to, recruitment, hiring, placement, upgrading, demotion, transfer, lay-off, recall, termination, compensation, and participation in all Michigan Works!-CISD sponsored activities.

In addition to the above, Michigan Works!-CISD requires all agencies to operate within an acceptable Equal Opportunity Policy, no less stringent than that of Michigan Works!-CISD, to ensure against discrimination of administrators, staff and participants.

**L. Cooperation with CISD Department of Technology**

Each selected contractor will be required to fully cooperate with the Calhoun Intermediate School District Department of Technology for any purchasing, maintenance and repair of technology software and equipment. Any new purchase of technology software or equipment is to be approved in advance by the CISD Department of Technology.

**M. Marketing Activities**

Each selected contractor will be responsible for outreach/recruitment of customers; however, all programs funded by Michigan Works!-CISD will be part of a unified Michigan Works! marketing system.

Therefore, all marketing activities including; but not limited to: newsletters, advertisements, direct mailers, brochures, business cards, letterhead, signs, and promotional materials must be coordinated through and approved in advance by the WFD Director of Michigan Works!-CISD. In addition, contractors receiving Michigan Works!-CISD funding should initiate no contact with the media, i.e. marketing events, press conferences, interviews etc. without the advance approval of the WFD Director of Michigan Works!-CISD.

Furthermore, in order to better promote a seamless, customer-friendly service delivery system, all selected contractor program staff will identify themselves as Michigan Works! staff and if they must name their individual agency will specify that it is part of the Michigan Works! system.

The Michigan Works!-CISD staff and representatives of partner agencies have formed an ad hoc marketing committee, which promotes collaboration across the system with regards to marketing efforts. In addition, the Michigan Works!-CISD staff are available to provide technical assistance in this area to all subcontract agencies.

## **XII. MICHIGAN WORKS!-CISD RESPONSIBILITIES**

### **A. Contract Reimbursement**

The Michigan Works!-CISD will reimburse the intensive & Training Services Program contractor for allowable expenditures per contract budgets.

### **B. Program Monitoring**

The Michigan Works!-CISD will monitor all programs and provide technical assistance on a periodic basis, including contract compliance monitoring and financial audits. All program operators will cooperate with respect to the monitoring. Files will be readily available for on-site monitoring.

### **C. Technical Assistance**

Technical assistance will be available from the Michigan Works!-CISD on a regular basis. The Michigan Works!-CISD will require corrective action as it is deemed necessary through program monitoring and auditing. Contract staff will be required to attend a contract orientation prior to the start-up of the contract.

### **D. Option to Modify Contracts**

The Michigan Works!-CISD reserves the right to modify any contract issued under this RFP. The change must be reasonable and fair within the contemplation of the parties at the time the contract was originally entered into and signed. If the contractor requests additional funding, the Michigan Works!-CISD reserves the right to perform a cost/price analysis to determine that the funding increase is within the scope of the contract and that the costs are fair and reasonable.

## **XIII. SUBMITTAL INSTRUCTIONS**

Bidders must submit five (5) complete copies of the proposal to the Michigan Works!-Calhoun Intermediate School District by 12 p.m. on March 2, 2007. Ornate bindings and notebooks are discouraged, and do not include any promotional materials or other excess information.

Bidders who choose to bid for more than one county must submit a separate proposal for each county. Failure to follow these instructions will result in the rejection of the proposal. Any rejected proposals will not be evaluated and will be returned to the submitting agency.

To ensure fairness to all parties, applications submitted after the established deadline will not be accepted and will be returned to the submitting agency.

Mail the five (5) copies to: Michigan Works!-CISD  
17111 "G" Drive North  
Marshall, MI 49068

Proposals that are mailed must reach the Michigan Works!-CISD office by **12:00 p.m. on March 2, 2007.** Hand-delivered applications are to be directed to the Michigan Works!-Calhoun ISD at the address listed above.

There will be a Bidder's Conference for the purpose of answering specific questions regarding the RFP Package on January 30, 2007, at 11:00 a.m. at the Calhoun Intermediate School District, 17111 G Drive North, Marshall, MI. Bidders may submit questions in writing prior to the conference. These and other questions will be addressed at the conference. Additional questions or requests for information after the conference will not be honored.

Due to time constraints for the submittal of completed applications, you should begin proposal development immediately. It will be advantageous for your agency to have its concerns, questions and/or comments formulated prior to the Bidder's Conference.

#### **XIV. EVALUATION CRITERIA/PROCEDURES**

A review panel will independently evaluate proposals. Each panelist will evaluate the applications for acceptability, with emphasis on the various factors enumerated on the following evaluation criteria, assigning to the factor a numerical score based on objective judgment. The WFD Director will average the scores recorded by each panelist. A competitive range of 70 points has been established, meaning that applications scoring less than 70 points will not be considered for selection. Also, applications that do not address all areas of the Request for Proposal will be returned immediately to the agency and will not be evaluated, unless completed and returned to the Michigan Works!-CISD prior to the established deadline.

Bidders who are selected as finalists, based upon final scores, will be required to meet in a "question/answer" format with the Workforce Development Board Planning & Development Committee, and other Workforce Development representatives, such as the chair of the Monitoring & Evaluation Committee. This meeting will be held during the afternoon of March 16, 2007. Each selected finalist's interaction with the committee will be limited to fifteen minutes, with the committee's questions primarily being focused on the evaluation comments and concerns; however committee members may also inquire about other issues. Following the meeting/Q&A session, committee members will vote on whether or not they recommend the program for funding.

**PROPOSED POINT CRITERIA FOR ALL PROPOSALS****ATTACHMENT “A”**

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
<b>A. PROGRAM DESIGN &amp; NARRATIVE</b>	
1. The degree to which the bidder demonstrates that the program design meets RFP specifications and shows an understanding of the objectives of the proposed workforce program, based upon the description of program design. The creativity, practicality and probable effectiveness of the proposed design.	<b>0 - 15 Points</b>
2. Implementation and flow of activities.	<b>0 - 5 Points</b>
3. Clearly-defined coordination with other community resources, with specific benefits for the customers.	<b>0 - 5 Points</b>
4. Performance standards and participant service schedule are consistent with RFP specifications and program design; outcomes are reasonable; additional performance objectives are proposed and a method for measuring is established.	<b>0 - 20 points</b>
5. The Work Plan is comprehensive and sequential; it covers all activities and tasks necessary to implement the proposed program. Each task has a measurable objective and reasonable time frame	<b>0 – 15 points</b>
<b>B. BUDGET</b>	
1. Line item budget analysis; relationship to proposed program design, expenses are clearly defined, budget shows reasonableness of proposed costs, provides back-up and detail for line items, supplies, materials, etc., and overall cost effectiveness. Amount of in-kind contributions to the budget.	<b>0 - 20 Points</b>
<b>C. ORGANIZATIONAL CAPACITY, EXPERIENCE AND DEMONSTRATED EFFECTIVENESS</b>	
<ol style="list-style-type: none"> <li>1. Staffing plan and job descriptions are clear and articulate and show the capacity to adequately provide the services described in the program description. Job descriptions are included for all positions in the budget and include qualifications and wage range for each position.</li> <li>2. Agency has documented history of providing the same or substantially equivalent services, with a record of meeting established performance standards.</li> <li>3. No findings of substance are identified in the bidder’s Annual Audit Management Letters.</li> <li>4. Results of local monitoring substantiate positive results and appropriate expenditure of funds.</li> </ol>	<b>0 – 20 Points</b>

**Barry/Branch/Calhoun Service Delivery Area  
2007 Occupational Skills/Demand Areas**

**80% of available jobs** in Michigan will **require less than a four-year degree**. They will require technical training, work experience or some post-secondary education. 40% are considered "mid-skill" jobs with a higher than average wage. Our overall job expectation is a 10% increase or 11,205 jobs with an expected population increase of just 1.8% (Barry @ 4.6%, Calhoun @ .8% and Branch @ 1.4%).

**1. Sales, Service and Marketing**

These occupations will experience some of the fastest growth in the region increasing by 13.1% for service, 9.7% for sales and 14.4% for "professional specialty" through the year 2012; overall job expectation will be 6,060 jobs. Overall category average growth is 12.6%. Most of the growth will occur in unique services such as building and grounds, food preparation, in addition to increasing high demand in cashiers, wait staff and sales. Occupations in the sales, service and marketing area include:

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Sales Agents (real estate, insurance, computer/electronic equipment, financial services, etc.)	19.6%	286	X	Sales Mgr. 27.7%, 40 jobs Financial Serv. 23.9% or 45	X
Marketing and Sales	27%	220	Marketing	X (40 jobs)	Sales Rep 150
Cashiers and Tellers	5.6%	200			X
Public Relations	11.1%	35	X		
Hairstylists / Barber	12.3%	90			
Professional Specialty (incl. employment specialists)	31.1%	628	X	X	
Food Service Management	10.4%	30-40	X		
Food Preparation	12.1%	1,050			X
Wait Staff	17.7%	360			X
Retail / Service Sales	9.7%	290			X
Accountants/Auditors	14.4%	125	X		

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Management, Management Analyst	11.1%	255	X	X	X
Training and Development Specialists	12.9%	30	X		
Building and grounds labor/ management (incl. janitors, maids)	17.1%	300			X
Designers, Interior and Exterior	10.3%	50	X		
Customer Service Representatives	16.6%	225			X
Sales, Retail Stock & Office Clerks	18.7%	295			X

## **2. Health Services**

A 19.7% increase for professional specialties and a 14% increase for technicians are expected through the year 2012 in health related services; overall job expectations to increase 17.3% or 1,485 jobs. Occupations include:

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Dental Hygiene	22.7%	75	X		
Physical / Occupational Therapy Asst.	19.4%	45	X		
Respiratory Therapy	15%	28	X		
Radiography	16.3%	20	X		
Personal / Home Care Aides	39.5%	300		X	X
Nurses: Registered & Licensed	19.6%	375	X		X
Orderlies; Nurses Aides	13.5%	160			X
Unit Support Staff	10.4%	15			
Medical Assistants (records mgmt.)	32.3%	150		X	

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Medical Technicians (lab, pharmacy, surgical, emergency medicine)	15%	80	X	X	
Health Service Managers	18.9%	30			
Physicians; Treating Practitioners	33%	70	X	X	
Pharmacists	30.5%	30	X		
Opticians	7.9%	15	X		
Child Care Workers	11.6%	95			

### **3. Business, Office or Social Services Support and Clerical**

Administrative support occupations are expected to increase 3.9% overall with 1,120 jobs but Executive, Administration will increase 14.9% through the year 2012. Technological changes will have a negative impact on some occupations as automated systems replace some workers. Computer skills are becoming critically important in nearly all occupations. Included are the following occupations:

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Administrative Assistant	9%	465	X	X	
Secretarial, Reception, Info. Clerk	18.7%	135			X
Social, Human Service Managers	10.6%	40			
Computer Support Specialist	15.4%	35	X		
Data Base Administrator; Analyst	37%	85	X	X	
Certified Network Administrator	18%	20	X		
Computer Engineers	17.9%	15	X	X	
Software Application Specialist	15.2%	20	X		
General Managers; CEOs	7.7%	58	X		X

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Business Management; Business Finance	14.4%	22	X		
Technicians and Related Support	16.8%	25			
Computer / IT Managers	23.9%	25	X	X	

#### **4. Social Services Sector**

As the population ages, there is increasing demand in the social services sector. It is anticipated that this job category will increase 15.7% overall @ net 290 jobs through 2012. Many of these jobs are high skill and high wage also. Jobs include:

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Child Care Workers	13.1%	100			
Personal Care Workers	19%	45			
Social Workers	25.5%	125	X	X	
Social Service Assistants	20.5%	40		X	

**5. Law Enforcement and Related Positions**

Increase in demand is expected through the year 2012. Continued operation of prisons in the MWA will require additional correction officers and other administrative law enforcement support fields. Increases are largely due to retirements/replacements. Occupations include:

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Correction Officers (State Civil Service)	10.5%	15			
Correction Officers (County)	19.8%	35	X	X	
Local Law Enforcement Officers	19.8%	85		X	
Lawyers, Legal Assistants	15.2%	50	X		
Paralegals	9.4%	5			
Fire & Safety Officials (Homeland Security)	15.5%	65		X	

**6. Industrial Labor**

Between now and 2012, Michigan will see slight growth in precision production, assemblers, machine repairers, operators, fabricators and general industrial labor. We continue to see a demand for workers through attrition, mobility, startups & expansion. Current local data supports minimal growth. These occupations include:

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Operation managers	12.3%	130			
Pressing Machine Operators	27.1%	240	X	X	X
Metal Unit Assemblers (incl. sheet metal)	4.2%	35			

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Transportation Equipment Labor	9.5%	50			
Machine Setters; Operators	13.6%	335	X		
Welding Machine Workers	8.6%	70			
Hand Packers, Packagers	14%	35			X
Electrical Unit Assemblers, Repairers	13.8%	10	X		
General Plastic Industry Workers	15.5%	50			
Industrial Machine Repairers	12.9%	175	X		
Precision Production, Craft, Repairers	7%	80	X		
Production Supervisors, Inspectors	11.6%	125	X		
Industrial Supervisors	5%	15			
Numerical Control Machine Operators	6.1%	15			

**9. Industrial/Technological Skills**

The occupations listed below will show moderate to above average growth through the year 2012 at a rate of approximately 15.9% overall. It is noteworthy that the majority of these positions require significant post secondary education and/or technical training.

<b>Occupation</b>	<b>% growth</b>	<b># of jobs</b>	<b>High Skill, High Wage</b>	<b>Fastest Occupation Area</b>	<b>Largest Labor Demand</b>
Automotive and Service Technicians	6.5%	35			
Industrial Engineers (Mechanical; Electronic)	23% 23.5%	65 90	X	X	
Electronic Office Machine Repair	13%	10			

Occupation	% growth	# of jobs	High Skill, High Wage	Fastest Occupation Area	Largest Labor Demand
Quality Control	7.6%	50			
Tool & Die Makers		(-10 @ 335)	X		
Industrial Electronics, Electricity	8.7%	15	X		
Drafter (including CAD/CAM Operators)	9.9%	55	X	X	
Production Processing	9.0%	80			
Physical, Social, Environmental Technician	20%	80			
Technicians relating to service (especially health)	11.7%	90	X		

#### 8. Skilled Trades including Education

Occupations in these fields will have more moderate growth than experienced in the previous 5 years through 2012. Most of these occupations require college or post secondary education. Construction and repair is expected by increase by 15.6% or 805 jobs). These occupations are:

Occupation	% growth	# of jobs	High Skill, High Wage	Fastest Occupation Area	Largest Labor Demand
Industrial Production	12%	18	X		
Industrial Sheet Metals	12.6%	15			
HVAC/Refrigeration; Maintenance	15.1%	32	X	X	
Operating Engineers	9.5%	85	X		
Production Set-up; Start-up	14.3%	25	X		
Carpenters and Wood Mechanics	16.8%	310	X		X
Construction Supervisors	14.8%	15	X		

Occupation	% growth	# of jobs	High Skill, High Wage	Fastest Occupation Area	Largest Labor Demand
Bricklayers, Masons and Concrete Finishers	14.2%	65	X	X	
Paving / Surface Operators	14%	5	X		
Industrial Machine Tool (including CNC Operators; Maintenance)		240	X		
Electronics Technology; Electricians	23.8%	55	X		
Plumbing and Pipefitting	8.7%	15	X		
Pilots	17%	20	X		
Airframe & Power Plant (A&P) Technicians	12.4%	65*	X	X	
Aircraft Assemblers	11.4%	15	X	X	
Educational Administration	11.2%	55	X		
Teachers (Sec. & Post-Sec.); Substitutes	34.6%	325	X	X	X
Self-Enrichment and Adult Education Teachers	31.8%	145	X	X	
Teachers Assistants	12%	130			X

## 9. Miscellaneous Occupations

- Truck Drivers or Transportation Specialists\*\* - This occupation is now considered moderate for projected growth at 12.5% or 395 jobs; 244 of which are long-haul truck and bus drivers (truck drivers, school bus drivers, substitute drivers, etc.). Some level of education and training and licensure is required. Now, related specialists are in high demand.
- Fork Lift Drivers / Operators, Transportation Support and Equipment Handlers: This occupation has recently experienced a significant shortage and, due to manufacturing and loading processes, these individual's skills will need to include technical skills in addition to machine operation and support. It is expected there will be a labor demand of 225 workers between now and 2012.
- Leisure-time/Recreation - Workers in these occupations were expected to increase significantly through the year 2006. Now, however, the job market in these careers is expected to decline by as much as 4% or 85 jobs through 2012. Agri-Business, Forestry, Fishing & Related occupations are included in this cluster. Agri-Business is the highest labor demand in the cluster with nursery and greenhouse jobs increasing by 43 jobs by 2012; General farm labor is decreasing.

**MICHIGAN WORKS! CUSTOMER SERVICE STANDARDS**

The Workforce Development Board approved the following Michigan Works! System Customer Service Standards for implementation by the partner agencies:

1. Every telephone call will be returned as quickly as possible and no later than 2 working days.
2. Routine information requests will be processed as quickly as possible and no later than 4 working days.
3. Basic services to job seekers will be initiated upon customer contact.
4. Basic services to employers will be initiated as quickly as possible and no later than 3 working days.
5. Customer information will be entered on the NWD Electronic System within 1 week of customer contact. Appointments will be made for customers as quickly as possible and within 10 working days.
6. The length of wait for an appointment will be no longer than 15 minutes, unless the customer is notified of a lengthier delay.
7. Employer requests for applicant referrals will be transferred to appropriate agencies within 1 working day.
8. Michigan Works! staff will meet reasonable employer deadlines for applicant referrals.
9. Michigan Works! staff will respond to employer requests for applicant referrals as quickly as possible and no later than 2 working days.
10. Job search skill classes will be available on a monthly basis.
11. Michigan Works! staff will treat customers with respect, courtesy and dignity.
12. Staff will model appropriate workplace behaviors at all times.
13. Customer-driven services will be provided through the Michigan Works! Service Center delivery system.

**ADULT PERFORMANCE STANDARDS**

**Entered Employment** - entry into unsubsidized employment.

**Employment Retention** - retention in unsubsidized employment in both the second and third quarters after entry into employment.

**Average Earnings** – amount of wages earned, on average, in the second and third quarters post-exit for participants who enter unsubsidized employment.

**Credential/Certificate Attainment** - attainment of educational or occupational skills credential/certificate by participants who enter unsubsidized employment.

Listed below are the three adult performance standards in calculation format:

**Entered Employment**

Of those who are not employed at the date of participation:

# of adult participants who are employed in the 1st qtr. after the exit qtr.

\_\_\_\_\_

# of adults participants who exit during the quarter

**Employment Retention**

Of those who are employed in 1st qtr. after the exit qtr:

# of adult participants who are employed in both the 2<sup>nd</sup> & 3<sup>rd</sup> qtrs. after exit

\_\_\_\_\_

# of adult participants who exit during the quarter

**Average Earnings**

Of those adult participants who are employed in the 1<sup>st</sup>, 2<sup>nd</sup>, & 3<sup>rd</sup> qtrs. after exit qtr:

Total earnings in 2<sup>nd</sup> plus total earnings in 3<sup>rd</sup> qtrs. after exit qtr.

\_\_\_\_\_

# of adult participants who exit during the quarter

**Credential/Certificate Attainment**

Of those enrolled in training:

# of adults who were employed in the 1st qtr. after exit and received a credential/certificate by the end of 3rd quarter after exit

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# of adults who exited services during the quarter

**Participant Satisfaction Score**

The weighted average of participant ratings on each of the three questions regarding overall satisfaction are reported on a 0-100 point scale. These surveys are conducted by contract agency staff.

**Employer Satisfaction Score**

The weighted average of employer ratings on each of the three questions regarding overall satisfaction are reported on a 0-100 point scale. These surveys are conducted by state contracted agency.

**PROPOSAL FUNDING APPEAL PROCESS  
BARRY/BRANCH/CALHOUN MICHIGAN WORKS! AGENCY**

**I. General**

- A.** All applicants may receive copies of the Request for Proposal (RFP) Ranking Sheet, which are made available to the public at the Workforce Development Board meeting when the Planning and Development Committee recommendation for awards are presented.
- B.** An applicant may appeal action taken on the application by requesting a review. The appeal for review shall state the basis of the appeal founded on violation of the appropriate program's law and regulations and/or established local procedures.
- C.** An appeal will not be accepted if it attempts to modify or include additional information to the original application. However, in the event incomplete, inaccurate or other than current data and information was entered into the application process by the CISD Workforce Development Team, the WFD Team will rectify such errors prior to the initiation of Step # 2. Current is defined as data and information in the possession of the CISD Workforce Development Team at the time of the submission of the original application.

**II. Review and Appeal Process**

The process will parallel that used for the initial funding recommendation. The process is as follows:

**STEP # 1:** Within fifteen (15) working days after the Workforce Development Board has rendered a funding decision, the applicant must submit a request in writing that the application receive a second review. The CISD Workforce Development Team must receive the request for the second review by no later than the close of business on the fifteenth day after the decision has been rendered.

**STEP # 2:** Within fifteen (15) working days of receipt of the request for the second review, the CISD Workforce Development Planning Administrator will convene:

1. Chair of the Workforce Development Committee;
2. Chair of the WDB Planning and Development Committee;
3. WDB Planning Committee Members
4. CISD Workforce Development staff who evaluated the original application; and
5. Representative(s) of the applicant organization.

The Workforce Development Board chairperson will chair the meeting. The purpose of this meeting is to provide a second review of the application on the basis of information presented in conformance with paragraphs I.B and I.C. above.

**STEP #3:** Within five (5) working days after the meeting described in Step # 2, the Chair of the Workforce Development Board and the Chair of the Planning and Development Committee will prepare a recommendation for the Workforce Development Board.

**STEP # 4:** At the next regularly scheduled Workforce Development Board meeting following the action in Step # 3, the Workforce Development Board will take action on the recommendation developed in Step # 3. If the appellant does not receive support from the Workforce Development Board, the appeal process ends at this step. If the appellant receives support from the WDB, the staff will enter into negotiations with the appellant to develop a satisfactory program contract. The appellant will be notified in writing, within five (5) working days following the Workforce Development Board meeting, of the disposition of the appeal.

**ASSURANCES AND CERTIFICATIONS**

In connection with the performance of work, the MWA contractor agrees or certifies as follows:

A. The MWA contractor will not discriminate against any employee, applicant for employment, or applicant for services provided by any Michigan Department of Labor & Economic Growth (MDLEG) funds because of Race, Religion, Color, National Origin, Sex, Age, Height, Weight, Marital Status, Disability, Arrest without Conviction, or other categories or groups protected by the law. The MWA contractor will take affirmative action to ensure that applicants receive services, that applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, sex, age, height, weight, marital status, disability, arrest without conviction, or other categories or groups protected by law. Such action will include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The MWA contractor agrees to comply with:

1. Executive Order 11246, as amended by 11375 (41 CFR parts 60-64);
2. Rehabilitation Act of 1973, as amended, Sections 503 and 504 (29 USC 793 and 794), PL 93-112;
3. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), PL 101-336;
4. Immigration and Nationalization Act of 1986 (8 USC 1324a), PL 99-603;
5. Age Discrimination Act of 1975, as amended (29 USC 621), PL 94-135;
6. Family and Medical Leave Act of 1993 (29 USC 2601), PL 103-3;
7. Pregnancy Discrimination Act of 1975 (92 Stat 2076), PL 95-555;
8. Civil Rights Act of 1964, Titles VI and VII (42 USC 2000 et seq.), PL 88-352;
9. Civil Rights Act of 1968, Title VIII (42 USC 300 et seq.), PL 90-284;
10. 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;
11. Education Amendments of 1972, Title IX, as amended (29 USC 1681), PL 92-318, PL 93-568, and PL 94-482;

12. Older Americans Act of 1965 as amended (47 USC 3001 and 3056 et seq.), PL 89-73;
13. Military Selective Service Act, Title I, Section 3, as amended (50 USC 453), PL 97-86;
14. Affirmative Action Provisions of the Vietnam Era Veterans' Readjustment Assistance Act, as amended (38 USC 4218), PL 72-74;
15. Equal Pay Act of 1963, as amended (29 USC 206d), PL 88-38;
16. Privacy Act of 1974 (5 USC 522a[e][3], PL 93-579);
17. Elliott Larsen-Civil Rights Act, as amended (MCLA 37.2101 et seq.), 1976, PA 456;
18. Whistle Blower's Protection Act (MCLA 15.361 et seq.), 1980 PA 469;
19. Persons with Disabilities Civil Rights Act (MCLA 37.1101 et seq.) PA 220 of 1976;
20. Federal Hatch Act (5 U.S.C. Sections 1501-1508)
21. Jobs for Veterans Act, PL 107-288 (Reference ETA TEGL No. 5-03).
22. 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 USDOL/ETA funded programs.

B. The MWA contractor must comply with all applicable Federal and State laws including, but not limited to the following:

1. 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.
2. Michigan Minimum Wage Law, as amended (MCLA 408.381-398), PA 154 of 1964;
3. 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);

4. Michigan Workers' Disability Compensation Act, as amended (MCLA 418.101-941); and Administrative Rules, PA 317 of 1969;
5. Michigan Open Meetings Act, as amended (MCLA 15.261 et. seq), PA 267 of 1976;
6. Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCLA 423.321 et seq.), PA 278 of 1980;
7. Michigan Occupational Safety and Health Act, as amended (MCLA 408.1001-1094); PA 154 of 1974;
8. Michigan Right to Know Act (MCLA 408.1014a-1014n), PA 80 of 1986;
9. MCL 35.1093 (PA 39 of 1994), insuring delivery of effective and equitable employment services to Veterans.
10. Social Welfare Act 280, P.A. 1939, as amended (MCLA 400.55a and 400 56f).
11. Title IV-F of the Social Security Act (P.L. 74-271), as amended.
12. Michigan welfare policy provisions; Public Act 223 of 1995.
13. Title IV-A of the Social Security Act (P.L. 74-271) as amended;
14. 45 Code of Federal Regulations (CFR); Parts 201-257; and 260;
15. Food Stamp Act of 1977 (P.L. 105-33) as amended;
16. 7 CFR 271, 272, and 273.
17. Workforce Investment Act of 1998.
18. Reed Act Provisions of Title IX of the Social Security Act;
19. Trade Adjustment Assistance Reform Act or 2002 (TAA Reform Act);
20. Contracts in excess of \$100,000 shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579h00), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15);
21. Mandatory standards and policies relating to energy efficiency, which are

contained in the state energy conservation plan issued in compliance with the Energy and Conservations Act (Pub. L. 94-163, 89 Stat. 871).

- C. The MWA contractor must insure that any contractor, including faith-based community organizations, will not, under any circumstances, deny services on the basis of faith or the client's decisions or behavior related to participation in faith-based activities or services. Contractors shall additionally insure that funds made available through this agreement shall not be used to actively proselytize any client receiving contracted services. Please see the Equal Opportunity Policy Statement for more information.

## STIPULATIONS

### **A. Hold Harmless - Indemnification**

The MWA contractor shall indemnify, defend, and hold harmless the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty), arising from or in connection with any of the following:

1. any claim, demand, action, citation, or legal proceeding against the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions, or omissions of the MWA contractor or any of its subcontractors under this agreement;
2. any claim, demand, action, citation, or legal proceeding against the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents arising out of or resulting from a breach by the MWA contractor of any representation or warranty made by the MWA contractor in this agreement;
3. any claim, demand, action, citation, or legal proceeding against the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents arising out of or related to occurrences that the MWA contractor is required to insure against as provided for in this agreement;
4. any claim, demand, action, citation, or legal proceeding against the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, in connection with the performance of services by the MWA contractor, by any of its subcontractors, by anyone directly or indirectly employed by the MWA contractor, or by anyone for whose acts the MWA contractor may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury, or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents;
5. any claim, demand, action, citation, or legal proceeding against the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents which results from an act or omission of the MWA contractor or any of its subcontractors in its capacity as an employer of a person;

6. any claim, demand, action, citation, or legal proceeding against the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents incurred in connection with any action or proceeding threatened or brought against the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity, or service supplied by the MWA contractor or its subcontractors, or the operation of such equipment, software, commodity, or service, or the use or reproduction of any documentation provided with such equipment, software, commodity, or service infringes any United States or foreign patent, copyright, trade secret, or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become, or in the MWA contractor's opinion be likely to become, the subject of a claim of infringement, the MWA contractor shall at the MWA contractor's sole expense (i) procure for the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents the right to continue using the equipment, software, commodity, or service or, if such option is not reasonably available to the MWA contractor, (ii) replace or modify the same with equipment, software, commodity, or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to the MWA contractor, (iii) accept its return by the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents with appropriate credits to the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents against the MWA contractor charges and reimburse the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents for any losses or costs incurred as a consequence of the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents ceasing its use and returning it.

In any and all claims against the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents by any employee of the MWA contractor or any of its subcontractors, the indemnification obligation under the contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the MWA contractor under workers disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

## **B. Publication Rights**

All interim, draft, and final reports and other documentation, including machine-readable materials produced by the MWA contractor in connection with the work provided for under this plan, shall be deemed to be works for hire and all rights including copyright and publication rights shall vest in the Michigan Works! Calhoun ISD and the MDLEG. The MWA contractor shall acknowledge the Michigan Works! Calhoun ISD and MDLEG as the grantor of all funds when developing information for internal purposes or public dissemination, either in writing or oral presentation. This will include all printed, published, and other promotional materials of any kind, which the MWA contractor may develop for informational reasons.

## **C. Cancellation**

The Michigan Works! Calhoun ISD may cancel this agreement for any of the following reasons:

1. Default of the MWA contractor: If the Michigan Works! Calhoun ISD identifies any action that would result in default by the MWA contractor, the MWA contractor shall be given an opportunity to correct such action. If the action is not corrected and default still exists, the Michigan Works! Calhoun ISD may immediately cancel the grant without further liability to the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents. The Michigan Works! Calhoun ISD may procure the articles or services from other sources, and may hold the MWA contractor responsible for any excess costs incurred.
2. Lack of Further Need for the Service or Commodity: In the event that the Michigan Works! Calhoun ISD no longer needs the service or commodity specified in the agreement or purchase order due to program changes, changes in law, rules or regulations, relocation of offices, or insufficient funding, the Michigan Works! Calhoun ISD may cancel the contract or purchase order, without further liability to the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents by giving the MWA contractor written notice of such cancellation 30 days prior to the date of cancellation.

3. Failure of the Legislature or the Federal Government to Provide the Necessary Funding: In the event that the Legislature or the Federal government fails to provide or terminates the funding necessary for this agreement, the Michigan Works! Calhoun ISD may cancel the agreement by providing written notice to the MWA contractor 30 days prior to the date of cancellation *provided*, however, that in the event the action of the Legislature or federal government results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of written notification to the MWA contractor. In the event of a termination under this sub-paragraph, the MWA contractor shall, unless otherwise directed by the Michigan Works! Calhoun ISD in writing, immediately take all reasonable steps to terminate its operations under and to avoid and/or minimize further expenditures under the agreement.
4. Upon Order of a Court or Direction by the Federal Government: In the event of a court order halting or suspending activities under the agreement or, in the case of an agreement involving federal funds or otherwise subject to federal oversight, issuance of an order or directive by the federal government halting or suspending activities under the agreement, the Michigan Works! Calhoun ISD shall promptly notify the MWA contractor in writing of the entry or receipt of such order and shall direct the MWA contractor to take immediate action in conformity with such order or directive. In the event of a termination or suspension of the agreement under this sub-paragraph, the MWA contractor shall, unless otherwise directed by the Michigan Works! Calhoun ISD in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the agreement.
5. Criminal Conviction: The Michigan Works! Calhoun ISD or MDLEG may immediately cancel the agreement or purchase order without further liability to the Michigan Works! Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents if the MWA contractor or an officer of the MWA contractor, is convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract; or convicted of a criminal offense incident to the application for or performance of a state, public or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the Michigan Works! Calhoun ISD, reflects on the MWA contractor's business integrity.

#### **D. Requirements for Participants**

The Michigan Works! Calhoun ISD delegates to the MWA contractor responsibility for determination of participant eligibility for programs funded in whole or in part by the MDLEG/ Bureau of Workforce Programs (BWP).

**E. Financial Responsibility and Liability**

The Chief Elected Official for each local area is liable for all workforce development funds received through the MDLEG.

**F. Records and Reports**

The MWA contractor shall provide to the Michigan Works! Calhoun ISD and MDLEG, and its designated agents, access and the right to examine and audit all records, books, papers, tapes, or documents related to the programs funded by the MDLEG.

ALL POWERS NOT EXPLICITLY VESTED IN THE MWA, WDB, CHIEF ELECTED OFFICIALS, OR ADMINISTRATIVE ENTITY REMAIN WITH THE STATE.

## MICHIGAN WORKS!

### WORKFORCE DEVELOPMENT NEPOTISM POLICY

The Barry/Branch/Calhoun Michigan Works! Agency, Workforce Development Board and Chief Executive Officer's Board establishes the following Nepotism Policy to ensure that persons in an administrative capacity will not use their position for a purpose that is, or gives the appearance of being, motivated by favoritism for themselves or others with whom they have family relationships. There will not be even the slightest appearance of favoritism on the part of board members.

Per Michigan Department of Labor and Economic Growth/Office of Workforce Development Policy Issuance #03-20, a person *in an administrative capacity* is defined as:

**Person in an Administrative Capacity:** - Those persons who have overall administrative responsibility for a program, including all elected and appointed officials, such as the Workforce Development Board (WDB) members and WDB committee members, and local elected officials, who have any responsibility for the obtaining of and/or approval of any WDB administered grant or contract, as well as other officials who have influence or control over the administration of the program, such as the project director, center director and unit chiefs; and persons who have eligibility determination, selection, hiring, placement or supervisory responsibilities for On-the-Job Training participants.

The Barry/Branch/Calhoun Workforce Development Board established the following definition of **immediate family** on July 15, 2003.

**Immediate Family:** - Wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, son-in-law, daughter-in-law, mother-in-law, grandparents, step-parent and step-child.

**Policy:** Persons in an administrative capacity, as defined in this policy, will not use their position for a purpose that is, or gives the appearance of being, motivated by favoritism for themselves or others with whom they have family relationships. There will not be even the slightest appearance of favoritism on the part of board members or other persons in an administrative capacity, as defined above. No individual may be placed in an employment position or program employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. This policy covers all programs funded by the Michigan Department of Labor and Economic Growth/ Office of Workforce Development.

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Name and Title of Certifying Official**

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**Signature**

**Date**

**Certification Regarding  
Debarment, Suspension, Ineligibility, Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(Before completing certification, read all instructions, which are an integral part of the certification)**

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**Name and Title of Authorized Representative**

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**Signature**

**Date**

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 7 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**BARRY/BRANCH/CALHOUN MICHIGAN WORKS! AGENCY  
AND SUB-CONTRACT AGENCIES  
EQUAL OPPORTUNITY POLICY**

It is the policy of the Barry/Branch/Calhoun Michigan Works! Agency to assure that equal opportunity will be provided by the administrative agency and under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency.

The administrative agency assures and requires that all recipients of financial assistance assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital state, arrest record, disability, or other non-merit factors.

This policy applies to the Barry/Branch/Calhoun Michigan Works! Agency and all programs it administers. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

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

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state-funded programs.

The Workforce Investment Act (W.I.A.) further requires for all programs receiving financial assistance under Title I of the W.I.A. the following assurance:

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

- Section 188 of the W.I.A. of 1998, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any W.I.A. Title I—financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicants operation of the W.I.A. Title I–financially assisted program or activity, and to all agreements the grant applicant makes to carry out the W.I.A. Title I–financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

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**Signature of Authorized Official/Date**

**BARRY/BRANCH/CALHOUN MICHIGAN WORKS! AGENCY  
AND SUB-CONTRACT AGENCIES  
POLICY AGAINST WORKPLACE HARASSMENT**

It is the policy of the Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies to be intolerant of harassment or abuse of any employee whether because of any employee's race, gender, color, religion, age, disability status of national origin or other legally protected status. This policy applies to all employees or other individuals who represent or serve the Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies in any capacity.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constitutes harassment when:

1. Submission to the conduct or communication is made either an explicit or implicit condition or employment;
2. Submission or rejection of the conduct or communication by an individual is used as a factor in an employment decision affecting the harassed employee; or
3. The conduct or communication has a purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment.

Examples of prohibited conduct include, but are not limited to: lewd or sexually-suggestive comments; off-color language or jokes; slurs or verbals, graphic or physical conduct related to an individual's protected class; or any display of sexually-explicit pictures, greeting cards, articles, books, photos or cartoons. Any employee or applicant who believes this policy may have been violated shall the incident to the Director or any other appropriate representative of management. Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies will not permit or tolerate any form of reprisal or retaliation against an employee or applicant reporting any incident of claimed harassment.

It is each employee's responsibility to eliminate all forms of prohibited harassment. It is particularly the responsibility of each supervisor to prevent such behavior from occurring within his/her work area, and to provide a work environment free from all harassment. It is the responsibility of each and every employee of the Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies to report all incidents of harassment forbidden by this policy and to do so immediately so that a complaint can be quickly and fairly resolved.

Complaints of improper harassment will be promptly and carefully investigated. Investigation may include interviews of possible witnesses including the person claiming the harassment occurred, and the person or persons claimed to be involved in the harassment. The privacy of the person issuing the complaint, of the person accused, and the steps taken in the investigation will be protected to the extent possible, except that the employer will report its findings to the person making the complaint and to the person or persons who are claimed to be involved.

If the employers' investigation establishes that the complaint is valid, immediate and appropriate corrective action will be taken to stop the harassment and prevent its recurrence.

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**Signature of Authorized Official/Date**