

MICHIGAN WORKS! SYSTEM
CONTRACT
BETWEEN
CENTRAL UPPER PENINSULA PLANNING AND DEVELOPMENT REGIONAL
COMMISSION
AND THE
UPWARD TALENT COUNCIL

Part I
General Information

This contract establishes the terms and conditions between Central Upper Peninsula Planning and Development Regional Commission (hereinafter referred to as CUPPAD) and UPward Talent Council (hereinafter referred to as Upper Peninsula Michigan Works). This contract is entered into for the purpose of finalizing a working relationship between CUPPAD and Upper Peninsula Michigan Works. By signing this contract, the parties agree to abide by the terms, conditions, goals, and principles set forth herein.

Part II
Service Provision and Coordination

CUPPAD provides general planning support to the central six counties (Alger, Delta, Dickinson, Marquette, Menominee and Schoolcraft) of Michigan's Upper Peninsula through its programs, projects and services. The mission of CUPPAD is to foster stable and diversified economies in the Central Upper Peninsula.

CUPPAD agrees to the following:

- Provide planning support to the central six counties of the Upper Peninsula of Michigan
- Refer businesses, as appropriate, to the Upper Peninsula Michigan Works in recognition and support of the importance of integration among related programs.
- Assess the needs and strengths of the communities CUPPAD serves.
- To make information available to customers in the Upper Peninsula Michigan Works Michigan Works! Service delivery area about the location and services available at the American Job Centers.
- To make information available about CUPPAD's programs to appropriate partners.
- To include Upper Peninsula Michigan Works in outreach, intake, and other activities where there may be individuals who would benefit from services available at sites coordinated with CUPPAD.
- To coordinate services, to the appropriate extent, for joint customers that will assist them in meeting their employment needs.
- To ensure CUPPAD staff follow professional standards in the shared workplace of Upper Peninsula Michigan Works during established business hours (i.e. dress code; customer service; appropriate conduct).
- To maintain lines of communication with Upper Peninsula Michigan Works.

The Upper Peninsula Michigan Works agrees to the following:

- Provide excellent customer service to jobseekers, workers and businesses;
- Provide a welcoming environment to all customer groups who are served by the American Job Centers;
- Provide a universally accessible system meeting the diverse customer needs that exist within the Upper Peninsula, which includes the needs of individuals with disabilities and persons with barriers to employment;
- Provide Wagner-Peyser funded Employment Services to the general public, including use of resources in each American Job Center, such as internet-enabled computers for job search, resume-writing, initial assessment, informational workshops, and more.
- Provide Workforce Innovation and Opportunities Act (WIOA)-funded services to eligible Adults and Dislocated Workers. These include but are not limited to the following:
 - Basic Career Services: job search, resume writing, workshops, etc.;
 - Individualized Career Services: one-on-one support in overcoming barriers, developing a job search plan, assessment testing, etc.;
 - Training Services: financial and coaching support for improving skills and obtaining an industry-recognized credential;
 - Follow up Services: providing support after finishing the program of services.
- Provide WIOA-funded services to eligible Youth. These include but are not limited to the following:
 - Work experience;
 - Mentoring;
 - Leadership development;
 - Drop-out prevention;
 - Support in attaining a credential (high school diploma or equivalent);
 - Comprehensive guidance and career planning;
 - Financial literacy education;
 - Entrepreneurial training;
 - Labor market information.
- Provide Temporary Assistance for Needy Families (TANF)-funded services to eligible individuals referred by the Department of Health and Human Services.
- Provide Trade Act-funded services to workers who have been affected by mass layoff or business closure certified by the US Department of Labor as impacted by foreign trade.
- Provide services to employers to connect them to the vast array of resources available in the workforce system, including partner resources.
- Assist companies in rapidly transitioning workers affected by layoff or business closure.
- Support the pipeline of talent by engaging with K-12, adult education, postsecondary, and the private sector and facilitating career pathways, career awareness, and exposure to demand job opportunities available in the area.
- Engage with all WIOA partners to align the mix of services and ensure meaningful access to all available resources via the American Job Centers.
- Provide Upper Peninsula Michigan Works program information to all WIOA partners.
- To coordinate the provision of services, to an appropriate extent, to joint customers.
- Upper Peninsula Michigan Works will maintain lines of communication with all partners.

Part III Referral Strategies

CUPPAD agrees to the following:

- Identify a primary contact to receive referrals from Upper Peninsula Michigan Works.
- Refer individuals in need of employment and training services to the closest American Job Center.
- Provide, with client written permission, any relevant information

- Learn more about the employment and training services provided by Upper Peninsula Michigan Works, in order to best recognize appropriate referrals.
- Keep Upper Peninsula Michigan Works apprised of information about our programs and services, including events, new initiatives, and changes.
- Work collaboratively with Upper Peninsula Michigan Works to pursue suitable, relevant, potential funding opportunities.

The Upper Peninsula Michigan Works agrees to the following:

- Refer potentially qualified individuals in need of CUPPAD services to the identified primary contact.
- Provide, with client written permission, any relevant information
- Learn more about the services provided by CUPPAD to best recognize appropriate referrals.
- Keep CUPPAD apprised of information about programs and services, including events, new initiatives, and changes.
- Work collaboratively with CUPPAD to pursue suitable, relevant, potential funding opportunities.

Part IV Inclusion Strategies

Accessibility to the services provided by the workforce development system and partner agencies is essential to meeting the requirements and goals of the American Job Center network. Inclusion of all individuals is of critical importance to the service delivery model and vision for services of Upper Peninsula Michigan Works.

The Upper Peninsula Michigan Works and CUPPAD agree to the following:

- Provide services to eligible, appropriate individuals regardless of gender, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under state or federal law.
- Make referrals to partner services of all appropriate individuals.

Part V Office Space

The Upper Peninsula Michigan Works agrees to provide 2,109 square feet of office space, internet access, phone software, basic office supplies and office machines (including but not limited to, copier, fax, video conferencing) in Upper Peninsula Michigan Works' Delta County office located at 2950 College Avenue Escanaba, MI 49829. The following services will also be included: janitorial, utilities, rubbish removal and snow removal.

CUPPAD agrees to provide its employees will all other indirect goods and services related to employment.

CUPPAD agrees to pay Upper Peninsula Michigan Works \$767.00 per month for the above office space and amenities. Monthly amount will be reassessed annually, but any increase will be capped at no more than five (5) percent.

CUPPAD shall, at their expense, during the term of this contract and any extensions hereof, be insured with public liability insurance naming Upper Peninsula Michigan Works as an additional insured and protecting against all claims, demands, actions, suits, or causes of action, judgments, settlements, or recoveries for bodily injury or property damage.

CUPPAD shall reimburse Upper Peninsula Michigan Works for any repairs to the office space from damage which exceeds normal wear and tear to be expected from lawful and proper use of the premises and the sole cause of which was the negligent acts or omissions of CUPPAD's employees.

Upon cancellation or termination of this lease, CUPPAD shall clean the office space to "broom clean condition" and shall remove all their office furnishings from the office space. Furnishings remaining in or on the premises after cancellation or termination effective date shall be considered abandoned property and CUPPAD shall be obligated to pay the Upper Peninsula Michigan Works for all reasonable removal costs.

Part VI Non-Discrimination and Equal Opportunity

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

The Upper Peninsula Michigan Works and CUPPAD agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations, the American with Disabilities Act, the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Part VII Complaint and Grievance Procedures

All partners shall be afforded the opportunity to resolve grievances. Any complaints or grievances against the Upper Peninsula Michigan Works should be resolved following UPWARD Talent Council's Complaint and Grievance Procedure Policy. Upper Peninsula Michigan Works' policy is publicly available on our website at upmichiganworks.org and at service centers and available in hard copy, upon request. Any complaints or grievances against the partner should be resolved following their established procedures.

Part VIII Other Provisions

The Upper Peninsula Michigan Works and CUPPAD agree to the following:

- Compliance with all federal and state laws and regulations which in any manner may affect the work or performance of this contract and shall at all times carefully observe and comply with all rules and regulations.
- Other provisions and opportunities may become available over the period covered by the contract, but are not envisioned at this time. This does not preclude the Partners from providing additional services.

Part IX

Duration of Agreement

This contract is effective this 1st day of July 2021 by and between the Upper Peninsula Michigan Works and CUPPAD, as system partners. This contract shall remain in effect until June 30, 2025 or unless otherwise terminated by mutual agreement of all signing parties, under the following condition:

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

All signing parties assure that this contract will be reviewed and renewed at least once every three years, or when substantial changes occur.

Part X Procedure for Amendment or Assignment

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

Part XI Certification


The undersigned hereby agree to abide by all terms and conditions outlined in this agreement, or in any amended version of this agreement, for the duration of this agreement.

Approval on behalf of Partner: Central Upper Peninsula Planning and Development Regional Commission



Signature of Partner

Approval on behalf of the UPward Talent Council:



William Raymond, CEO