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## **General Contract Terms and Conditions**

### **1. Confidentiality of Proposals**

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation.

### **2. Changes in Facts**

Prospective vendors shall advise DESC during the time the proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the vendor or the proposal immediately upon occurrence.

### **3. Evaluation Procedures, Oral Presentations, and Site Inspections**

Following the receipt of the prospective vendor's proposal, a DESC designated Evaluation Committee will evaluate each response. All proposals, which meet the required format of this RFP, will be evaluated. Any proposal determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless DESC determines, at its sole discretion, that noncompliance is not substantial or that an alternative proposal by the prospective vendor is acceptable.

DESC may, at its discretion, make site visits to a vendor's facility to conduct an on-site, pre-award survey and/or a demonstration of vendor's administrative and programmatic delivery systems and/or products. The prospective vendor will be expected to have at least one knowledgeable staff member available to respond to questions. DESC may include as part of its review an assessment of the reasonable accommodations needed for facilities, furniture, materials, and equipment in order to satisfactorily serve persons with disabilities, including those with hidden disabilities.

Performance data from other jurisdictions and funding sources submitted in support the prospective vendor's ability to meet planned goals and funding requirements will be verified, and the award is contingent upon the verification of all such information. Findings from any site visit or pre-award survey will be used in determining prospective vendor's capability. These findings will take precedence over any written statements in the proposal that cannot be verified onsite.

DESC reserves the right to request additional information to amplify, clarify, or support proposals. DESC also reserves the right, at its own discretion, to request oral presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation after one is requested by DESC will be grounds for rejection of your proposal.

Prospective vendors will be notified by DESC of the date, time and location for any pre-award survey, site inspection, or oral presentation, if one is requested. A final determination will be made by DESC after any pre-award survey, site inspection, or oral presentations are completed.

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#### **4. Pre-Award Termination of RFP Process**

DESC reserves the right to terminate the RFP process at any time for default, or for its own convenience, at such time as DESC in its sole discretion deems appropriate.

#### **5. Contract Negotiations/Stipulations**

The RFP is competitive. Each proposal should be submitted in the most favorable terms that the prospective vendor can submit from a price and technical standpoint. The offer is subject to negotiation, but costs cannot increase during contract negotiation, unless required by DESC.

All contracts with DESC in excess of \$10,000 are subject to termination for cause, and for convenience by DESC. DESC will not enter into a contract with any person or entity that has been debarred or suspended from contracting with any Federal or State governmental unit. All prospective vendors must accept DESC's contract boilerplate language or have a negotiated revision to said language on file with the DESC.

DESC has the right to terminate the negotiation process, at any time for default, or for convenience, at the sole discretion of DESC.

#### **6. Qualifying Statement**

DESC in conjunction with the MWDB, reserves the right to cancel this RFP in part or in its entirety, to accept or reject any or all proposals received, to waive any non-conformity, to re-advertise for proposals, or withhold the award for any reason DESC determines, and to take any other appropriate action regarding this RFP that is in the best interest of DESC.

DESC reserves the right to negotiate with all qualified entities. This RFP does not commit the MWDB or DESC to award a contract, to pay any costs incurred in the preparation of a proposal under this request, or to procure or contract for services.

#### **7. Contract Approval**

Upon award of a contract pursuant to this RFP, DESC and the vendor shall execute a Professional Services Contract, which shall contain all contractual terms and conditions in a form provided by DESC. No contract shall become effective until the contract has been approved by DESC and signed by DESC's President/Chief Executive Officer. Prior to the completion of this approval process, the vendor shall have no authority to begin work under the contract. The Chief Financial Officer of DESC shall not authorize any payments to the vendor prior to such approvals; nor shall DESC incur any liability to reimburse the vendor regarding any expenditure for the purchase of materials or the payment of services.

No monies can be released to selected vendors until (a) a DESC contract has been signed with the vendor; (b) the vendor meets all DESC specifications; and, (c) DESC approves the proposed contract.

DESC requires vendors, prior to the start of the program, to have one of the following:

- 1) A Certified Public Accountant (CPA) on staff or on retainer or
- 2) An accountant on staff or on retainer with at least seven years of grant accounting experience.

## **8. Cost Allocation Plan**

DESC may require vendors who provide direct services to participants, prior to the start of the program, or at the beginning of contract negotiations, to produce a letter from a CPA firm that acknowledges the review and approval of the vendor's cost allocation plan, if appropriate. The cost allocation plan must identify WIOA-funded and non-WIOA funded staff, operational, and other related costs.

## **9. DESC Performance Monitoring Procedures**

DESC will conduct periodic monitoring of all vendors to determine contractual compliance relative to performance outcomes, quality of operation, and customer service.

## **10. Modification of Services/Possible Modification**

DESC reserves the right to modify the services provided by the vendor awarded a contract during the contract period. Any modification and resulting changes in pricing shall be made by amendment to the contract by the vendor and DESC.

DESC also reserves the right to decrease or increase contract amounts during the life of the contract, based on utilization of funds, vendor performance, and the availability of funds, or as further described in the contract.

Any individual/organization applying under this RFP must be willing to adapt its proposal to specific funding guidelines or changes in DESC's, state, or federal regulations or policies.

Prospective vendors may be required to submit cost, technical, or other revisions of their proposal that may result from negotiations.

## **11. Adherence to Terms of Proposal**

A proposal once accepted by the DESC may become a binding contractual obligation of the vendor. The failure of the vendor awarded the contract to accept this obligation and to adhere to the terms of the vendor's proposal may result in rejection of the proposal and the cancellation of any provisional award to the vendor.

## **12. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) requires all employers and agencies receiving federal funds to have their workplaces and program facilities accessible to persons with disabilities.

DESC has designed an initiative dedicated to expanding the capacity of WIOA-assisted programs to increase and improve services to persons with disabilities, including hidden disabilities.

The DESC staff and System Navigators will provide all WIOA-assisted programs with training, guidance, and support in ADA-related program areas. Some of the program areas include the following: outreach, recruitment, assessment, staff development, curriculum and materials development, career development, planning, partnership building and collaboration, employer training, and parent/family support and training.

Workforce service providers that are funded under this RFP should anticipate including among its participants, individuals who have hidden disabilities such as psychiatric disabilities, substance addiction, mental retardation, and learning disabilities. For the purposes of this RFP, an individual with disabilities is defined as an individual

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having a physical or mental impairment that substantially limits one or more of his or her major life activities, has a record of such impairment, or is regarded as having such impairment.

### **13. Assignment**

The services to be performed by the vendor shall not be assigned, subcontracted, sublet, or transferred, nor shall the vendor assign any monies due or to become due to it under any contract entered into with DESC, without prior written approval of the DESC.

### **14. Bonding**

Prospective vendors must identify the individuals in their organizations who will be responsible for handling all funding. Evidence that these individuals are bonded will be required prior to finalization of the contract with the DESC.

### **15. Conflict of Interest**

DESC has adopted appropriate procedures and practices to ensure that conflict of interest is avoided in the procurement and authorization of all goods and services. Prospective vendors must have on record procedures and practices to avoid conflict of interest in the procurement of goods and services and the utilization of funds.

### **16. Continuous Quality Improvement**

DESC has begun a continuous quality improvement initiative whereby all services and practices of DESC will become the focus of scrutiny and continuing improvement efforts. DESC therefore is requiring that all vendors develop, keep on record, and follow a plan for continuous quality improvement of internal operations and customer services that will improve employee, employer, and participant satisfaction. All vendors are expected to engage in continuous internal performance management and take proactive corrective action if performance falls below target levels.

### **17. Freedom of Information Act**

Public documents may be requested under the Freedom of Information Act (FOIA) by an individual, corporation, Limited Liability Company, partnership, firm, organization, association, governmental entity, or other legal entity. DESC, a Michigan Works! Agency, is regulated by the State of Michigan and is mandated by FOIA to the extent required by law.

### **18. Liability, Risk and Insurance**

**Potential Vendors should note that any contract resulting from this Request for Proposals will contain certain provisions for liability, risk, and insurance, including the following:**

- 1) The Vendor shall not hold the DESC liable for any personal injury incurred by the Vendor or its associates in performance of any contract resulting from this Request for Proposals. The Vendor shall hold the DESC harmless from any claims by the Vendor's associates arising from such injury.
- 2) The Vendor shall hold DESC harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, and other consultants) which may be

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imposed upon, incurred by, or asserted against the DESC by reason of any of the following occurring during the term of the Contract:

- a. Any negligent or tortuous act of the Vendor or its associates;
  - b. Any failure by the Vendor or its associates to perform its obligations, either implied or expressed, under this Contract; or,
  - c. Any dispute between the DESC and the Vendor.
- 3) The Vendor shall hold the DESC harmless for any and all injury, loss or expense to the person or the property of an employee of the DESC which arises out of or is pursuant to the Vendor's performance under this Contract.
- 4) In the event that any action or proceeding shall be brought against the DESC by reason of any claim covered under a Contract resulting from this RFP, the Vendor, upon notice from the DESC, will, at its sole cost and expense, resist or defend the same.
- 5) The Vendor, and not the DESC, has the responsibility to safeguard the property and materials that the Vendor or its associates use or have in its (their) possession while performing under this Contract. Further, the Vendor shall hold the DESC harmless for any loss of such property and materials used by the Vendor or its associates, pursuant to the Vendor's performance under the Contract or which are in their possession.
- 6) DESC requires that all vendors, as a condition of contract approval by DESC, must obtain certain liability insurance coverages from their own insurance carriers, including coverages for theft, dishonesty, negligence, and failure to perform. All coverages shall name DESC as “also insured” for the proposed funded program, project, or activity. At the time of contract negotiation, all vendors will be required to present evidence of that all required insurance coverages are in full force and effect, and conform to the requirements set forth herein.
- 7) The Vendor shall maintain insurance and bonding during the term of any contract resulting from this RFP, for all of its employees performing any services hereunder, in accordance with the following:
- a. Workers’ Compensation Insurance which meets Michigan’s statutory requirements and Employer’s Liability Insurance with minimum limits of \$500,000 each accident/disease/employee.
  - b. Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and a minimal annual aggregate limit of \$2,000,000. Coverage is to include blanket contractual liability. For contracts over \$1,000,000, the limits are \$5,000,000, both per occurrence and aggregate. The DESC shall be an additionally insured on all insurance covered hereunder and a certificate showing the same must be provided to the DESC.
  - c. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan

No-Fault Insurance Act, including residual liability insurance, with a minimum limit of \$1,000,000 each occurrence and a minimum annual aggregate limit of \$2,000,000. For contracts over \$1,000,000, the limit is \$5,000,000 per occurrence.

- d. Bonding Insurance: If under this RFP, payment for services shall be by way of advance payments, every officer, director, agent, or employee of the Vendor who is authorized to act on behalf of the Vendor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs, shall be bonded to provide protection against loss. The amount of coverage shall be the lower of the following: (1) \$100,000 or (2) the highest advance received the preceding grant year, or for new contractors, the highest advance planned for the present grant year.
- 8) All such insurance shall be affected under valid and enforceable policies issued by insurers of recognized responsibility which are well rated by national rating organizations and are acceptable to the DESC. In addition, the Vendor shall hold the DESC harmless for payment of any deductibles required pursuant to any such policies.
  - 9) The Vendor shall apply the above insurance requirements, to the extent appropriate, to any subcontractor, and to any subcontractor employee, who is engaged in the performance of work under the Contract.
  - 10) If during the term of the Contract, conditions change or other pertinent factors should in the reasonable judgment of the DESC render inadequate the insurance limits stipulated above, the Vendor will furnish on demand such additional coverage as may be reasonably required under the circumstances.
  - 11) All insurance policies to be maintained by DESC as required herein shall name DESC as the insured, and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the DESC. Certificates of Insurance evidencing such coverage shall be submitted to the DESC Finance Unit, 440 E. Congress – Suite 400, Detroit, MI 48226 prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies. Insurance carriers are subject to the approval of DPSCD and such approval shall not be unreasonably withheld.
  - 12) The Vendor shall notify the DESC of any change in coverage or carriers for the above insurance and of any cancellation of said insurance.
  - 13) For purposes of the hold harmless (waiver and indemnity) provisions contained in the Contract, the term “DESC” shall be deemed to include the DESC and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives now existing or hereafter created, their agents and employees. The term “Associates” as used herein, shall be deemed to include the Vendor, its personnel, employees, consultants or subcontractors, agents or any entities, associated or affiliated

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with, or subsidiary to, the Vendor, now existing or hereafter created, their agents and employees.

### **19. Maintenance of Effort**

DESC requires that all programs and services proposed pursuant to this RFP are in addition to programs and services already being provided by the proposing organization. Programs and services funded by DESC may not be used to defray the costs of, or to supplant existing programs or program service levels available through the proposing organization. Proposing organizations must be able to demonstrate that existing service levels, e.g., the percentage of participants served by existing funded programs, does not decline because of DESC funding.

### **20. Miscellaneous**

It shall be the responsibility of the vendor to thoroughly familiarize themselves with the provisions of these specifications. After executing a contract with DESC, no consideration will be given to any claim of misunderstanding.

The vendor agrees to abide by the rules and regulations as prescribed herein by DESC as the same now exists or may hereafter from time-to-time be changed in writing.

### **21. News Release**

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of DESC and then only in coordination with DESC.

Vendors must mention in all oral and written presentations, related to the contract, that they are DESC vendors. Vendors must also display DESC's logo, WDASOM's logo, and the Michigan Works! logo on all published documents, including brochures, letterhead stationery, and marketing materials including television ads, newspaper ads, and all signs on buildings and vehicles as a means of establishing brand recognition and community awareness of this department and its many services, where appropriate. DESC's logo, WDASOM's logo, and the Michigan Works! logo in all visual materials must be equal in size to the vendor's logo and must be accompanied somewhere in the document by the statement, in at least 10-pitch type, that: "Funding provided by the State of Michigan and the Detroit Employment Solutions Corporation." Prospective vendors must stipulate that they will conform to this requirement in their proposals.

### **22. Non-discrimination Policy**

Projects funded in response to this RFP are considered projects receiving federal or state financial assistance and, as such, are subject to prohibitions against discrimination. Specifically, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, sexual orientation, national origin, age, height, weight, genetic information, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

Auxiliary aids and services are available upon request to individuals with disabilities.

Information about this RFP will be made available in alternative format upon written request to DESC.

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### **23. Organizational Design & Information**

DESC requires that all prospective vendors affirm that the information contained in their proposal is entirely their own product or program design and is based on the prospective vendor's operational capacity. The prospective vendor must attest that the information contained in their proposal was not removed or copied without permission from another source or entity not affiliated with the vendor.

In addition to items listed previously in Section H., Insurance Requirement, the Vendor undertakes and assumes all risk of dangerous conditions, if any, in and about any DESC premises and agrees to make an examination of all places where it will be performing the Services, in order to determine whether such places are safe for the performance of the Services. The Vendor also agrees to waive and release any claim or liability against DESC for personal injury or property damage sustained by it or its Associates, while performing under this Contract on premises, which are not owned by the DESC.

The indemnification obligation under this Article shall not be abridged by any limitation on the amount or type of damages, compensation, or benefits payable under Workers' Compensation Acts or other employee benefit acts.

The Vendor agrees that this indemnity provision shall apply to all matters described herein (whether the matter is litigated or not) which occur or arise between the Vendor or its Associates and DESC, and agrees to hold DESC harmless.

### **24. Vendor Confidentiality Statement**

The vendor agrees to keep the information related to all contracts and employees in strict confidence. Other than the reports submitted to DESC, the vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as necessary to restrict access to the information while in the vendor's possession, to these employees of the vendor's staff who must have the information on a "need-to-know" basis. The vendor agrees to immediately notify, in writing, DESC's authorized representative in the event the vendor determines or has reason to suspect a breach of this requirement.

## **DEFINITIONS**

### **1. Adult Basic Education (ABE)**

Also referred to as ABS (Adult Basic Skills) Refers to pre-college, non-credit instruction in reading, writing, mathematics, and English language skills, to help adult learner obtain a General Educational Development (GED) credential or enroll in postsecondary education.

### **2. Apprentice Certificate**

An award certifying the completion of an apprenticeship program. Apprenticeship certificates are issued by the U.S. Department of Labor or a state apprenticeship agency. The apprenticeship system offers two types of credentials: (1) certificate of completion of an apprenticeship program, and (2) interim credentials.

### **3. Assisted Services**

Services provided at the Workforce System or One Stop Centers that requires assistance by the Workforce System or One Stop Center's staff including evaluation and assessment of occupational or academic skills, referrals to training, supportive services and other services provided by the workforce system or career service staff to participants.

#### **4. Average Earnings**

Total post-program earnings (in quarter two and quarter three after exit) of participants employed in the first, second, and third quarters after the exit quarter divided by the number of customers who exit during the quarter.

#### **5. Basic Skills Deficient**

The individual has English reading or computing skills at or below the 8<sup>th</sup> grade level on a generally accepted standardized test or a comparable score on a criterion-referred test. Note: Individuals with grade levels between 8.1 and 8.9 fall with the meaning of Basic Skills Deficient.

#### **6. Bonding**

A form of business insurance that is usually purchased to protect employers from any loss of money or property incurred as a result of employee misconduct. It protects an employer against employee theft, larceny, or embezzlement committed by a covered employee.

#### **7. Bridge Program**

Programs designed for individuals whose skills do not meet minimum requirements for certain degree or certificate programs. Bridge programs allow learners to start from their current skill level and develop the basic skills they need to begin the training that is their ultimate goal.

#### **8. Career and Technical Education (CTE)**

Also known as Professional Technical Education (PTE) or Vocation Education (Voc Ed). Organized educational activities that offer a sequence of course that provide individuals with technical skill proficiency, an industry-recognized credential, a certificate, or an associate degree.

#### **9. Career Clusters**

A group of occupations and broad industries based on common knowledge and skills.

#### **10. Career Development Plan**

An individualized list of goals, objectives, and action steps for each participant that includes options and strategies that will result in the enhancement of job seeker workplace readiness skills and the attainment of employment.

#### **11. Career Ladder**

A set of occupations that are linked together by common or complementary skills. These linkages provide workers with advancement opportunities and employers a pipeline of trainable employees.

#### **12. Career Pathways**

The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that—(A) aligns with the skill needs of industries in the economy of the State or regional economy involved;(B) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an “apprenticeship”, except in section 171); (C) includes counseling to support an individual in achieving the individual’s education and career goals; (D) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific

occupation or occupational cluster; (E) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable; (F) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and (G) helps an individual enter or advance within a specific occupation or occupational cluster.

### **13. Carl D. Perkins Career and Technical Education Act of 2006**

Federal legislation approved in 2006 with the purpose to more fully develop the academic, career, and technical skills of secondary and postsecondary education students who elect to enroll in career and technical education programs. Perkins funds provide limited resources for the development, improvement, and operation of Career and Technical Education (CTE) programs.

### **14. Certificate**

A formal award certifying the satisfactory completion of a postsecondary education program.

### **15. Certification/Personnel Certification**

A certificate indicates that the individual has acquired the necessary knowledge, skills, and sometimes personal attributes (based on a formal study) to perform a specific occupation or skill. Personnel Certificates are granted by non-governmental agencies (usually association and companies) and are intended to set professional standard for qualifications.

### **16. “Chunked” Curriculum**

Also referred to as Modularized Curriculum. Curriculum that is divided into more manageable “chunks” or modules with the purpose of improving degree completion rates among non-traditional learners. Generally, each chunk leads to employment and connects to the next chunk, eventually leading to completion of an industry-recognized professional-technical degree. Chunking is one element in a comprehensive career pathway system.

### **17. Classroom Training**

Academic and/or occupational training conducted in an institutional setting or through distance learning using technology.

### **18. Community organization**

A private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of human services or workforce investment.

### **19. Competency-based Curriculum**

A program of study based on the mastery of specific information and skills usually tied to application in the workforce.

### **20. Continuous Quality Improvement**

A documented operational plan that seeks to implement a quality organization through improved management, employee performance and customer satisfaction.

## **21. Credential**

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, General Equivalency Diploma (GED), or other recognized equivalents, post-secondary degrees/certificate, recognized skills standards, and licensure or industry/recognized credential.

## **22. Customized Training**

Customized training is designed to meet the special requirements of an employer (including a group of employers); conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for the employer that pays for not less than 50 percent of the cost of the training.

## **23. Degree**

An award conferred by a college, university, or other postsecondary education institution as official recognition of the successful completion of a program of study.

## **24. Employability Skills Development**

An organized effort to provide participants with transferable core skills groups that represent essential functional and enabling knowledge, skills, and attitudes required by the workplace. These skills are necessary for career success at all levels of employment and for all levels of education.

## **25. Employment Services**

Preparation for and success in employment services including, but are not limited to, paid and unpaid work experiences, including internships, and job shadowing, on-the-job training, and occupational skills training.

## **26. Faith-based Organization**

Since there is no federal definition of faith-based organization, if an organization defines itself as a faith-based organization, then they are treated as such.

## **27. Fast-Track Programs**

Also referred to as Accelerated Programs. The time commitment of traditional course can pose a barrier for working non-traditional learners. Fast-track programs are designed to take less time than traditional courses, thereby addressing the barrier. Courses can be presented in less time than conventional courses or can be an intensive, presented over a condensed period of time.

## **28. Freedom of Information Act**

The Freedom of Information Act (FOIA) is found in Title 5 of the United States Code, Section 552. It was enacted in 1966 and provides that any person has the right to request access to federal agency records.

## **29. High Growth/High Demand Industries**

Industries that meet one or more of the following criteria: (1) projected to add substantial numbers of new jobs to the economy; (2) have a significant impact on the economy overall; (3) impact the growth of other industries; (4) industries that are being transformed by technology and innovation requiring new skill sets for workers, or (5) a new and emerging business that is projected to grow.

## **30. Incumbent Worker**

An individual who is employed, including a new hire.

### **31. Individual Training Accounts (ITAs)**

Used to purchase individual service for adult or dislocated workers and funded by WIOA Title I.

### **32. Individual with a Disability**

A physical or mental impairment which substantially limits one or more of the major life activities of such individual; a record of such an impairment, or being regarded as having such an impairment.

### **33. In-Kind Contribution**

The value of non-cash contributions provided for the project or program that is not derived from the project or program's allocated funds. In-kind contributions may be in the form of real property, equipment, supplies, and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.

### **34. Job Matching**

The systematic linking of individuals with careers and job classifications based on personality, aptitude, education, and other characteristics.

### **35. Job Readiness Training**

Job readiness training provides, through classroom lectures and role-play, the development of the same set of skills, and understanding to be acquired through work experience. It is generally offered as pre-vocational world-of-work skills that may include showing up on time, workplace attitudes and behaviors. Job readiness training usually does not include an associated work component, but it may.

### **36. Memorandum of Agreement/Understanding**

An agreement between two or more entities concerning their respective roles and responsibilities in the implementation of a contract or shared task.

### **37. Non-Profit Organization**

Any corporation, trust, association, cooperative, or other organization which is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized for profit; and uses its net proceeds to maintain, improve, and/or expand its operations. For this purpose, the term "non-profit organization" excludes colleges and universities; hospitals; state, local, and federally recognized Indian tribal governments; and those non-profit organizations which are excluded because of their size and nature of operations, can considered to be similar to commercial concerns.

### **38. Occupational Skills Training**

Consist of training and education for job skills required by an employer to provide individuals with the abilities to obtain or advance in employment or adapt to changing workplace demands. Job skills training focuses on educational or technical training designed specifically to help individuals move into employment. Placement into this activity constitutes the appropriate comprehensive basic skills education required for individuals assess at math and/or reading levels below ninth grade.

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### **39. Offender**

An adult or juvenile who: (1) is or has been subject to any stage or the criminal justice process; or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

### **40. On-the-Job Training**

Training by an employer that is provided to a paid participant while engaged in productive work in a job that: provides knowledge or skills essential to the full and adequate performance of the job; provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and that is limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skills requirements of the occupation, the academic and occupational skills level of the participant, prior work experience, and the participant's individual employment plan. (WIA sections 101(31), 20 CFR 663.700(a) and (c), 65 FR49409).

### **41. Out-of-School Youth**

The term "out-of-school youth" means an individual who is (i) not attending any school (as defined under State law);(ii) not younger than age 16 or older than age 24; and (iii) one or more of the following:

- A school dropout.
- A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is:
  - basic skills deficient; or
  - an English language learner.
  - An individual who is subject to the juvenile or adult justice system.
  - A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.
  - An individual who is pregnant or parenting.
  - A youth who is an individual with a disability.
  - Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

### **42. Participant**

An individual determined eligible to participate in the program and that receives a service funded by a program in a Michigan Works! One Stop Center or Satellite office.

### **43. Public Organization**

An entity that possesses taxing authority or one whose chief administrative officer or board, etc., is elected by the voters-at-large or their appointment is subject to approval by elected official.

### **44. Remedial Training**

Training that is necessary to raise a participant's job skills level so the participant can qualify for certain vocational skills training or help them achieve employment. There are various types of remedial training which

may be required or taken in conjunction with some type of occupational training. Type of remedial may include: GED, Developmental Math, Reading and English, and English as a Second Language (ESL).

**45. Soft Skills**

Refer to the cluster of personality traits, social graces, facility with language, personal habits, friendliness, and optimism that mark people to varying degrees. Soft skills complement hard skills, which are the technical requirements of long-term employment.

**46. Vocational Training**

Prepares learners for careers that are traditionally non-academic and directly related to a specific trade, occupation, or vocation, hence the term, in which the learner participates. It is sometimes referred to as technical education, as the learner directly develops expertise in a particular techniques or technology.

**47. Workforce Service System**

A system under which entities responsible for administering separate workforce investment, educational, and other human services programs and funding streams collaborate to create a seamless system of service delivery that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.