

MI Tri-Share Employer Agreement

This MI Tri-Share Employer Agreement ("Agreement") sets forth the terms and responsibilities between United Way of Northwest Michigan ("UWNWMI"), the State of Michigan's administrative partner for the MI Tri-Share Program, and EMPLOYER NAME ("Employer"), a MI Tri-Share participating employer.

Section 1. Background

MI Tri-Share is an ongoing child care assistance program offered by the State of Michigan and housed within the Michigan Department of Lifelong Education, Advancement, and Potential ("MiLEAP"). MI Tri-Share is designed to make child care more affordable for Michigan's working parents while also helping Michigan's employers offer a highly desirable benefit that improves employee recruitment and retention. Through MI Tri-Share, the cost of an employee's child care is shared equally among the employer, the employee, and the State of Michigan - a three-way split - with coordination provided regionally by a MI Tri-Share facilitator hub and a statewide administrative partner.

Section 2. Participating Employer Conditions

Employer acknowledges and agrees to the following, which are conditions required by the State of Michigan for MI Tri-Share Program eligibility:

- A. Employer is based or has offices within the State of Michigan.
- B. Employer understands the benefit can only be offered to employees who are Michigan residents and who utilize licensed child care in Michigan.
- C. Employer potentially has one or more employees with household income between 200% and 325% of the Federal Poverty Level relative to the number of individuals in the household. Please note: Participating employees cannot be otherwise eligible for the State of Michigan's Child Development and Care Program (commonly referred to as "child care subsidy/scholarship").
- D. Participating employees will have one or more dependent children between 0 and 17 years old who require child care.

Section 3. Responsibilities of UWNWMI

UWNWMI acknowledges and agrees to the following responsibilities related to the MI Tri-Share Program:

- A. Serve as the statewide administrative partner to work with the MI Tri-Share regional facilitator hubs to recruit, onboard, and provide administration and payment services for participating employers, employees, and child care providers.
- B. Serve as the MI Tri-Share facilitator hub for the Northwest Lower Peninsula Region, as well as the facilitator hub for statewide and multi-site employers (unless otherwise directed by MiLEAP).
- C. Maintain fiscal management of and implement, with fidelity, the MI Tri-Share program on behalf of the State of Michigan, as directed by MiLEAP.
- D. Assist Employer in determining employee eligibility to participate in the MI Tri-Share Program.
- E. Provide employers' participating employees with assistance finding child care options that meet their needs, as requested.
- F. Provide an invoice to Employer for Employer and participating employee child care assistance obligations.

- G. Collect obligated child care funds from the Employer on behalf of both Employer and its participating employees, collect matching funds from the State of Michigan, and submit all funds in one payment to the licensed child care provider, to the extent the respective parties provide their obligated assistance.
- H. Submit payment to the child care providers within one week of receiving a care service invoice.
- I. Work with Employer to reassess employee eligibility every two years.

Section 4. Responsibilities of Employer

Employer acknowledges and agrees to the following responsibilities related to the MI Tri-Share Program:

- A. Promote the program to employees and make reasonable efforts to ensure participating employees meet the eligibility requirements in Section 2 of this Agreement.
- B. Direct employees interested in the benefit to apply at **MITriShare.org**.
- C. Allow employees to choose the licensed child care provider that best meets their needs.
- D. Contribute at least one-third (33.33%) of the child care costs for each employee participating in the MI Tri-Share program and collect an additional one-third (33.33%) of the child care cost from each participating employee. Initiating a payroll deduction is recommended.
- E. If requested by UWNWMI, pay a deposit in the amount of one month's child care costs for an individual who is both the Employer, or a relative of the Employer, and a participating employee. The deposit will be applied to the last month of the individual's care costs and any surplus funds will be returned to Employer at the end of the individual's participation in the MI Tri-Share program.
- F. Pay invoices for Employer and employee portions of care within 20 days of receipt. Notwithstanding the termination timeframe stated in Section 5(B), UWNWMI may immediately terminate this Agreement and cancel Employer's participation in the program if invoices are unpaid within 20 days of receipt.
- G. Accommodate changes in employee payroll deduction or alternative collection method as needed for changes in child care arrangements, such as care rate increases or additional hours of care.
- H. **Report to UWNWMI as soon as possible** when an employee is no longer utilizing the MI Tri-Share program due to ineligibility, termination, or other causes. Failure to report the change will result in both Employer and the employee paying any and all child care costs incurred until the notice is received by UWNWMI. _____ Initials
- I. If UWNWMI returns funds to Employer due to overpayment, Employer must remit the employee portion to the employee. UWNWMI will not reimburse employees directly. _____ Initials
- J. Take reasonable steps to ensure that all information provided to UWNWMI is honest, complete, and accurate. If any misrepresentation of information is suspected, UWNWMI will review and reserves the right to immediately terminate the MI Tri-Share program with the Employer.
- K. Employer may set additional criteria around which employees are eligible to participate in the MI TriShare program, the number of MI Tri-Share slots Employer will sponsor, and how Employer would like MI Tri-Share slots to be awarded. (Examples can be found on page four.) Employer should indicate any specific parameters on the last page of this Agreement or consult with UWNWMI to assist in this process. Employer may not cap the dollar amount they will contribute toward an individual employee's child care costs. Employer must pay a full one-third of each participating employees' actual child care costs.

Section 5. Other Terms

A. Duration and Binding Effect

This Agreement is effective on the date when all parties sign this Agreement and will be ongoing. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors and assigns.

B. Termination

Any party may terminate this Agreement without penalty with 90 days written notice to the other party; however, any outstanding obligations for payment that occur before the termination date will survive termination.

C. Limited UWNWMI Role

Employer acknowledges that UWNWMI is a fiduciary collecting funds from the State of Michigan and Employer (for Employer and employee portions) for transfer to the child care provider and assumes only the obligations described herein. UWNWMI is not accepting responsibility for any expense, liability, claim, or risk with regard to Employer or its employees, the child care provider, or any other parties outside of UWNWMI's limited fiduciary role. In the event the State of Michigan or the Employer fails to provide funding as required in this Agreement, UWNWMI is not obligated to pay the child care provider to fill the gap in the cost of services. Employer remains fully responsible for all other expenses and legal and other obligations with regard to its employees.

D. Use of Employer Name

Employer consents to being identified publicly as a participating employer, including use of its name on the UWNWMI and MI Tri-Share websites for this purpose.

E. Miscellaneous

This Agreement may be modified only in writing and signed by both parties. This Agreement will be governed by the laws of the State of Michigan, and the parties consent to personal jurisdiction and venue in Grand Traverse County in connection with any action between the parties arising out of this Agreement and the MI Tri-Share Program. Each party is authorized to enter this Agreement on its organization's behalf.

We, the undersigned, agree to the provisions identified in this Agreement and acknowledge that we are satisfied with the terms as outlined. **(please complete each field below)**

Employer Business Name: _____

Address: _____

Phone/Email: _____

Accounts Payable Name and Email (to send invoices): _____

Employer's Authorized Designee & Title (printed): _____

Employer's Authorized Designee Signature: _____ **Date:** _____

United Way of Northwest Michigan

Address: 4075 Copper Ridge Drive, Traverse City, MI 49684

Phone: (231) 947-3200

Executive Director Name: Seth Johnson

Executive Director Signature: _____

Date: _____

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Employer MI Tri-Share Program Parameters (please write in any you have selected below):

Please note: Parameters are an employer's choice and are not required to participate in the program.

Examples include, but are not limited to, restricting participation to full-time employees who have been with the company for a minimum period of time, offering a certain number of slots on a first-come, first-served basis, etc.

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