

With support for MI Tri-Share Child Care in the budget for 2026, we now turn to the authorizations to participate.

Please read the attached description of the program for employers, and then carefully read the sample contract. The final page of the contract, after the signature page, contains optional benefits we could offer if you so choose. There is not currently budget support for these options, so I do not recommend we answer yes to any of them.

Finally, they want to know what, if any, restrictions we as an employer want to put on the program, including but not limited to:

restricting participation to full-time employees who have been with the company for a minimum period of time, offering a total number of either employee or child slots, and selecting how slots are allocated (for example: lowest FPL [Federal Poverty Limit]; first-come, first-served basis; etc.).

Due to my absence in the past month, I was not able to schedule a Personnel Committee meeting to work this out before our Board meeting, so please think about how you might, or might not, want to restrict access to this program.

Submitted by John Rucker

Employer Overview

The MI Tri-Share Child Care Program (MI Tri-Share) is a workforce development initiative that enables Michigan employers to offer a highly desirable benefit, helping to improve employee recruitment and retention. MI Tri-Share removes one significant barrier to employment by making child care affordable for Michigan's working parents.

MI Tri-Share is an innovative bipartisan program introduced by Governor Gretchen Whitmer and was the first of its kind in the country. Starting as a pilot in 2021, this groundbreaking public-private child care cost-sharing partnership quickly grew and is now an ongoing program offered by the State of Michigan and housed within the Michigan Department of Lifelong Education, Advancement, and Potential (MiLEAP). Employers are engaged and recruited by regional facilitator hubs. The United Way of Northwest Michigan (UWNWMI) serves as the statewide administrative partner for the program, streamlining participation, processes, and child care payments. The system is designed to make it easy for employers of any size to implement the benefit without investing significant staff time.

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 by the MI Tri-Share statewide administrative partner. Eligible employees have a total household income between 200% and 400% of the Federal Poverty Level (FPL) relative to the number of individuals in the household (see program eligibility chart).

Employers can choose to add an extended MI Tri-Share program ("MI Care-Share") for employees with household incomes above the 400% FPL MI Tri-Share income eligibility threshold. By choosing to offer this option, employers must contribute one-third (33.33%) of the child care costs for each employee participating in the MI Care-Share program and collect the remaining two-thirds (66.67%) of the child care costs from each participating employee. The State of Michigan covers all associated administrative fees for this program, but does not contribute toward the care costs.

Employers can select program parameters that best suit their recruitment and retention needs, as long as they pay one-third of the child care cost and the family is allowed to choose licensed child care, which are guiding principles of both programs.

MI Tri-Share and MI Care-Share can only be offered to employees who work for a participating Michigan Employer and utilize licensed child care in Michigan. Participating employees who do not already have licensed child care can receive assistance in finding providers that best meet their needs.

The program may be used for any licensed child care provided to children between 0 and 12 years old. Employers can choose to extend this age up to 17 years old to cover non-child care provider summer camps and children with special needs. Care can include, but is not limited to, traditional center-based or home-based child care (full-time or part-time), preschool, before- and after-school care, summer care, and licensed summer camp programs.

Employer Considerations and Requirements

- Employers of any industry sector must be based or have an office in Michigan.
- Participating Employers will make the MI Tri-Share program available to one or more employees with dependent children between 0 and 12 years old (or up to age 17 if you choose to extend coverage).
- Employers agree to cover 33.33% of the cost of child care for participating employees.
- While enrolled in the program, employers will also collect the employee's portion (33.33% MI Tri-Share, 66.67% MI Care Share). Payroll deduction is recommended; however, it is the employer's choice to select the method that is best for their organization to obtain the funds and forward them, along with the employer portion, to UWNWMI as invoiced.
- UWNWMI will pay providers for care as it is invoiced, and will send participating employers an invoice reflecting the Employer and employee portions of the provider payment amounts. Employers will pay UWNWMI the invoiced amount via ACH within 20 days of receiving the invoice.
- If a participating employee has changes to their child care arrangement (such as extra hours needed or increased care rates), employers will accommodate these changes as requested.
- Employers must contact UWNWMI immediately if the employment status of a participating employee changes.

How employee eligibility is determined

- Employees of participating employers sign up at MITriShare.org, where they will be asked to provide information about their household composition (adults and children), monthly gross wages of the employee and, if applicable, a spouse/partner, and any additional sources of household income, such as child support, pension, or alimony.
- UWNWMI will verify all income and contact the employee directly as needed.
- Eligibility is reassessed every two years from the employee's benefit start date unless the employer has set different parameters for their specific program.
- If an eligible employee has an existing child care provider when enrolling, UWNWMI will work with the provider to confirm costs and establish payment arrangements.

MI Tri-Share Program Eligibility 2025

Household Size	Minimum	Maximum Income	Household Size	Minimum	Maximum Income
2 People	\$42,300	\$ 84,600	6 People	\$86,300	\$172,600
3 People	\$53,300	\$106,600	7 People	\$97,300	\$194,600
4 People	\$64,300	\$128,600	8 People	\$108,300	\$216,600
5 People	\$75,300	\$150,600	9 People	\$119,300	\$238,600

200% - 400% Federal Poverty Level - Effective May 1, 2025

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"), a MI Tri-Share participating employer.

Section 1. Background

The MI Tri-Share Child Care Benefit Program ("MI Tri-Share") is a workforce development initiative, offered by the State of Michigan and housed within the Michigan Department of Lifelong Education, Advancement, and Potential ("MiLEAP"), that enables Michigan employers to offer a highly desirable benefit, helping to improve employee recruitment and retention. MI Tri-Share removes one significant barrier to employment by making child care affordable for Michigan's working parents. 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 by the MI Tri-Share statewide administrative partner.

Employers can choose to add an extended MI Tri-Share program ("MI Care-Share") for employees with household incomes above the 400% FPL MI Tri-Share income eligibility threshold. By choosing to offer this option, employers must contribute one-third (33.33%) of the child care costs for each employee participating in the MI Care-Share program. ~~Your paragraph text~~ The remaining two-thirds (66.67%) of the child care costs from each participating employee. The State of Michigan covers all associated administrative fees for this program, but does not contribute toward the care costs.

Section 2. Participating Employer Conditions

Employer acknowledges and agrees to the following, which are conditions required by the State of Michigan for program eligibility:

- A. Employer is based or has offices within the State of Michigan.
- B. Employer understands the benefit can only be utilized for licensed child care in Michigan.
- C. Employer potentially will cover one or more employees with household income between 200% and 400% of the Federal Poverty Level relative to the number of individuals in the household for a minimum of one year. 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 12 years old who require child care. Employers can choose to extend this age up to 17 years old to cover summer camps and children with special needs.

Section 3. Responsibilities of UWNWMI

UWNWMI acknowledges and agrees to the following responsibilities related to the program:

- A. Serve as the statewide administrative partner to work with the regional facilitator hubs to recruit, onboard, and provide administration and payment services for participating employers, employees, and child care providers.
- B. Serve as the 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).

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- C. Maintain fiscal management of and implement, with fidelity, the program on behalf of the State of Michigan, as directed by MiLEAP.
- D. Determine employee eligibility to participate in the program.
- E. Provide participating employees with assistance finding child care options that meet their needs.
- 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 as billed (typically upfront), to the extent the respective parties provide their obligated assistance. If the Employer is also the licensed child care provider for an employee, UWNWMI will only collect from the State and will not exchange the Employer and employee portions of care with the Employer/Provider.
- H. In the event of an overpayment to a provider due to an employee terminating from Employer before the prepaid care occurs, UWNWMI will seek to recoup the overpayment from the provider. After a full account review, UWNWMI will return to the Employer the Employer/employee portion of the overpayment collected from the provider that exceeds Employer's current outstanding balance due to UWNWMI. If UWNWMI is unable to collect the overpaid amount from the provider, Employer must pay the Employer and employee child care costs incurred until UWNWMI receives notice.
- I. Submit payment for current or past care dates to the child care providers within one week of receiving a care service invoice. Invoices for future care dates (that begin more than a week in the future) will be paid the week prior to the care taking place.
- J. Reassess employee eligibility every two years unless Employer selects a different timeframe parameter.

Section 4. Responsibilities of Employer

Employer acknowledges and agrees to the following responsibilities related to the program:

- A. Promote the program to employees and direct employees interested in the benefit to apply online at MITriShare.org.
- B. Allow employees to choose the licensed child care provider that best meets their needs.
- C. Contribute at least one-third of the child care costs for each employee participating in the program.
- D. Collect one-third for MI Tri-Share or two-thirds for MI Care-Share of the child care costs from each participating employee. Initiating a payroll deduction is recommended.
- E. Pay the invoiced amount for Employer and employee portions of care **within 20 days of receipt**. _____ Initials
Employer must hold employee funds until receiving an invoice from UWNWMI. Notwithstanding the termination timeframe stated in Section 5(C), UWNWMI may immediately terminate this Agreement and cancel Employer's participation in the program if invoices are unpaid within 20 days of receipt.
- F. 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.
- G. **Report to UWNWMI immediately when an employee is no longer utilizing the program** due to _____ Initials
ineligibility, termination, or other causes. Employer must pay the Employer and employee child care costs incurred until UWNWMI receives notice.

- H. If UWNWMI returns funds to Employer due to overpayment, Employer must remit the employee portion to the employee. UWNWMI will not reimburse employees directly.
- I. 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 program with the Employer.
- J. Employer may set additional parameters around which employees are eligible to participate in the program, the number of program slots Employer will sponsor, and how Employer would like the slots to be awarded (see page five for examples). 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 employee's 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. Availability of Funds

UWNWMI payment of State funds for purposes of this Agreement is subject to and conditional upon the availability of those funds for such purposes. No commitment is made by UWNWMI to continue or expand activities covered by this Agreement. Funding for services to be provided each State fiscal year is dependent on legislative appropriation. UWNWMI will notify Employer of any funding changes that will impact program viability.

C. 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.

D. Limited UWNWMI Role

Employer acknowledges that UWNWMI is a third-party intermediary 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.

E. 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.

F. 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 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: _____

Street Address: _____

City/Zip Code/County: _____

Phone/Email: _____

Accounts Payable Contact Name and Phone: _____

Accounts Payable Email (to send invoices): _____

Total Number of Employees in the Organization: _____

Business Industry Sector: _____

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

Director of MI Tri-Share and DuoShare Name: Kristina Bajtka

Signature: Kristina Bajtka Date: _____

Please answer the questions below to select the parameters that will apply to your benefit program.

1. Does the business want to offer the benefit to cover children over the age of 12? ☐ **YES** ☐ **NO**

If yes, please specify what ages between 13-17 would you like to add: _____

2. Does the business want to offer the benefit to cover licensed Michigan summer camps? ☐ **YES** ☐ **NO**

Note: Camps have different licenses than child care provider licenses. Some child care programs call summer care "camps" which would be automatically covered under standard program guidelines. In some areas, licensed summer camps are the only option for school aged children.

If yes, which camps would you like to cover? ☐ **Day Camp** ☐ **Overnight Camp** ☐ **Both**

Do you want to specify a number of camp slots per year? If so, how many? _____

If selecting overnight camp, would you like to specify the maximum amount of days or the number of camps a child can attend? (If so, please list. Example: One 7-night camp per child per family.)

Extended "MI Care-Share" Option: Employers can choose to add an extended MI Tri-Share program ("MI Care-Share") for employees with household incomes above the 400% FPL MI Tri-Share income eligibility threshold. By choosing to offer this option, employers agree to contribute one-third of the child care costs for each employee participating in the MI Care-Share program and collect the remaining two-thirds of the child care cost from each participating employee. The state of Michigan covers all associated administrative fees for this program, but does not contribute toward the care costs.

Does the business want to offer MI Care-Share? ☐ **YES** ☐ **NO**

If yes, please list any specific parameters or slot restrictions that apply only to MI Care-Share.

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

Please add items that meet your needs and budget as an employer in the MI Tri-Share program.

Employers can change program parameters at any time, contact us for a new parameter page.

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 total number of either employee or child slots, and selecting how slots are allocated (for example: lowest FPL; first-come, first-served basis; etc.).

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