



MICHIGAN STRATEGIC FUND

BOARD MEETING AGENDA

December 8, 2020

9:00 a.m.

I. CALL TO ORDER & ROLL CALL

II. PUBLIC COMMENT – PLEASE LIMIT PUBLIC COMMENT TO THREE (3) MINUTES

III. COMMUNICATIONS

IV. CONSENT AGENDA

- a. Proposed Meeting Minutes: October 27, 2020 3
- b. Proposed Meeting Minutes: November 30, 2020 12
- c. Acrisure: GJFM Incentive Agreement Amendment and MBDP Amendment 16
- d. CDBG COVID-19 (CARES) Funding Allocations 20

V. ADMINISTRATIVE

- a. FY21 Michigan Business Development Program (MBDP) Guidelines: Resolution to approve amendments to the MBDP Guidelines including document structure, eligibility requirements, project considerations, and job metrics..... 34

VI. CAPITAL ACCESS

- a. Michigan Regional Council of Carpenters: Resolution to provide collateral support from the MSF in the amount of \$5,000,000 for an 18-month draw term construction line of credit 43
- b. Chelsea-Area Wellness Foundation: Resolution to approve supplements to indentures for MSF Series 2013A and 2013B bonds to provide new interest rates and extensions to the current bank purchase rate periods 52

VII. BUSINESS INVESTMENT

- a. Automation Alley FY21 Funding Allocation: Resolution to approve \$2,500,000 in funding for an agreement with Automation Alley through September 30, 2021 56
- b. Michigan Manufacturing Technology Center FY21 Funding Allocation: Resolution to approve a budget allocation of \$3,050,000 to MMTTC for the term through September 30, 2021 60
- c. Industry 4.0 Regional Grant RFP: Resolution to approve the allocation of \$2,000,000 from the Michigan Business Development Program to the program, approve the corresponding RFP scope of work, approve a Joint Evaluation Committee and recommended designees and approve the recommended scoring and evaluation criteria 65
- d. Industry 4.0 Awareness and Education: Resolution to approve an allocation of \$1,000,000 from the Business and Community Development Programs and Activities funds to McCann Erickson for business marketing advertising services specific to Industry 4.0 paid awareness and education 73
- e. Former Cadillac Stamping Plant Redevelopment Project: Resolution to authorize a Brownfield Act 381 Work Plan in the amount of \$8,376,773 for total capture of state school taxes capped at \$3,330,293 76
Job Creation: 450 jobs; Capital investment: \$47,943,883; Location: City of Detroit

VIII. COMMUNITY VITALITY

- a. Middleville Main, LLC: Resolution to authorize the property to qualify for MCRP support as “any other property” and to approve a MCRP performance-based grant up to \$990,000 84
Capital investment: \$2,840,448; Location: Village of Middleville

- b. Wrigley Center Master Tenant, LLC: Resolution to approve a Brownfield Act 381 Work Plan for state tax capture for eligible activities capped at \$689,143 and a MCRP performance-based grant in the amount of up to \$1,500,000 94
Capital investment: \$14,450,770; Location: City of Port Huron

IX. IMAGE BRANDING

- a. McCann Erickson: Resolution to approve up to \$5,782,500 of MSF appropriated funds to McCann Erickson and to authorize the Fund Manager to enter into a contract amendment with the company for business marketing advertising services..... 108

**NOTE: Hyperlinked bookmarks are included on this page to aid document navigation - click on the project title to access the project memo.*



MEMORANDUM

Date: December 8, 2020
To: Michigan Strategic Fund Board
From: Aileen Cohen, Capital Project and Portfolio Manager
Subject: Michigan Statewide Carpenters and Millwrights Joint Apprenticeship and Training Fund (and or related borrower(s))

Request

Michigan Statewide Carpenters and Millwrights Joint Apprenticeship and Training Fund ("MSCM JATF"), which is operated by the Michigan Regional Council of Carpenters ("MRCC") collectively ("MRCC JATF" or "Company") represents 8,800 carpenters and millwrights across the state of Michigan. Member carpenters help build diverse projects, large and small, residential and commercial. The Company has been in operation since the late 1800's and is working with TCF Bank to construct a new 144,000 square foot training facility to be located in Detroit, Michigan.

TCF Bank ("Bank") has proposed a draw to term construction line of credit to finance the construction of the training facility located in Detroit, Michigan. Due to collateral shortfall on the proposed value of the real estate, the Bank is requesting collateral support from the MSF for the following:

Bank Facility and MSF Support

The Bank has proposed the following credit facilities:

Draw to Term = Line of Credit	\$24,000,000
Total Loans Leveraged	\$24,000,000

Given the above structure, the proposed MSF exposure is a maximum of:

Draw to Term = Line of Credit	\$5,000,000
Total MSF Contribution	\$5,000,000

In addition to the financing being proposed, the borrower will be injecting \$5,764,081 in equity towards the transaction. Under definitions provided by the US Department of Treasury related to the calculation of leverage, the reported leveraged lending as compared to MSF exposure is 5.95:1.

Borrower History

The Michigan Regional Council of Carpenters and Millwrights represents 8,800 carpenters and millwrights across the state of Michigan. Member carpenters help build diverse projects, large and small, residential and commercial. The Company has grown revenues to over \$9.7MM, and continues to an increase in employer contributions year over year. See Exhibit A for full borrower history.

Recommendation

MEDC Staff recommends (the following, collectively, "Recommendation"):

- a. Approval of the MSDF-CSP proposal contained herein and:
- b. Subject to available funding under the MSDF-CSP at the time of closing ("Available Funding"), completion of due diligence, the results of which are satisfactory to the MEDC (collectively, "Due Diligence"), finalization of a MSDF-CSP Cash Collateral Deposit Agreement, and further subject to the following terms and conditions:

Facility 1 - Michigan Statewide Carpenters and Millwrights Joint Apprenticeship & Training Fund

Borrower:	Michigan Statewide Carpenters and Millwrights Joint Apprenticeship & Training Fund
Lender:	TCF
Loan Amount:	up to \$24,000,000
MSF Cash Collateral:	up to \$5,000,000
Loan Type:	18 month Draw to Term Construction Line of Credit, 18 monthly payments of interest only converting to 5 year term, 20 year amortization
Fees:	Tier II: 1.00% at Closing 1.00% annually thereafter on the MSF Share Balance.



Exhibit A

Credit Presentation

GENERAL INFORMATION

Company Name MSC Millwrights Joint Apprenticeship and Training Fund	Address 400 Renaissance Center	City, State Zip Detroit, Michigan 48226
Entity Type Non-Profit	Type of Operation - Primary Finish Carpentry Contractors NAICS: 238350	
Lender David Rozewski	Lender Contact david.rozewski@tcfbank.com	

Bank Facility and MSF Support

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Background

The Michigan Regional Council of Carpenters and Millwrights represents 8,800 carpenters and millwrights across the state of Michigan. Member carpenters help build diverse projects, large and small, residential and commercial. Union millwrights work with precision machinery, installing and maintaining everything from conveyor systems to turbines and generators. The Company's members work closely with contractor partners across the state. Continuing a legacy dating back more than 100 years, the MRCC's leadership and members are also known throughout Michigan for their community involvement, donating their time, skills and financial support to community and charity organizations. In both their work, and charitable contributions, carpenters and millwrights continue to play an active role in rebuilding Michigan and its communities.

Over the past three years, the International Council of Carpenters mandated the MRCC build new training facilities. These new facilities replace dilapidated buildings scattered around the State which are currently used for training. It has been proven that the new training facilities including the latest technologies, helps attract young talent, which is vital for the MRCC's future. A total of three facilities were to be built, two of which have already been constructed.

The first training facility was constructed in 2018, located in Wayland, MI, thirty minutes south of Grand Rapids. In total, the building is 67,000 SF, of which the 45,000 SF is occupied by the MRCC JATF. The remaining 22,000 SF serves as administration offices for MRCC. The building was completed on time and within budget, with classes being conducted since January of 2019. The second building is located less than twenty minutes from Marquette, in Naugaunee, MI. This 30,000 SF training facility was completed in early 2020, and replaced training facilities located in Fennville, Mason and Marquette, MI. The building was completed within budget, with a slight delay given the unpredictable weather in the Upper Peninsula. Classes and training commenced in early 2020.

With two facilities completed, the shift has been to construct the third located on the west side of Detroit at Livernois Ave., and I-96. This 7 acre property was leased from the City of Detroit for 99 years at \$1. As part of the MRCC's Commitment to the City of Detroit, they devoted 25% of the Apprentice Applicants for the Detroit School to be residents of the City of Detroit. Furthermore, the project will help develop the surrounding area, as most of the surrounding land (prior to demolition) consisted of dilapidated and abandoned homes owned by the City of Detroit. The City of Detroit essentially donated the land to the user in order to stabilize the area in the hopes of stimulating additional development. The Detroit location is going to be 144,000 SF, consisting of 130,400 SF to be used by the MRCC JATF for training and 13,600 SF for administrative offices/headquarters for the MRCC, who will be moving from their existing leased space located in the Ren-Cen. Construction commenced in July of 2020. The proposed improvements include a two-story administrative and classroom portion that makes up 46.3% of the gross building area; the remaining area includes high bay warehouse/shop space with clear heights ranging from 27' to 30'. The site will also include a paved asphalt parking lot for 243 vehicles. Christman Construction was awarded the GMP contract, which is expected to be \$27.2MM. Remaining soft-cost total 42.5MM, for a total cost of \$30MM. The expectation is the building will be completed in October of 2021 and will begin hosting classes in early 2022.

A noted weakness is that the subject is in an area that historically witnessed a large level of decline/contraction and has yet to rebound. Further, there is some external obsolescence present in that the location is predominately residential. This is mitigated by good frontage/visibility off I-96, a strong partnership with the City of Detroit, along with the strong industrial flex/research and development occupancy in the metro area. The subject will have a modern and highly functional layout for a typical industrial flex/research and development building, with construction budget notes indicating a good quality of construction with some higher end finishes noted. The City of Detroit is actively working alongside the MRCC in order to help stabilize the surrounding neighborhood and spur additional development.

Financing Opportunity

TCF Bank is working with Michigan Statewide Carpenters and Millwrights Joint Apprenticeship & Training Fund to provide a draw to term construction loan for the construction of its new training facility and headquarters in Detroit Michigan. The Company has been in business since the late 1800's. The Company has a proven track record of completing projects on time and within budget as they continue to invest in its facilities and the communities in which they reside.

The Bank is asking for the MSF's support through the Michigan Supplier Diversification Program Collateral Support program for its draw to term construction loan. MSF's collateral support is based on a percentage of the principal balance. It is anticipated that the project property will reach a loan-to-value that will allow the MSF collateral deposit to be released back to the MSF.

Loan #	Purpose	Type	Balance/ Request Amt.	Accrued Interest	Commit.	Interest Rate	Payment Amt. P&I	# Pmts.	Term	Amort	Orig. Date	Mat. Date
	Construction	Draw to Term	24,000,000			3.65						
Total			24,000,000									

Collateral	Type	Value	Adv Rate	Disc. Value	Prior Lien	Coll. Amt.
MSDF-CSP	Cash	5,000,000	100%	5,000,000		5,000,000
REM/Assignment of Rents	Eligible	24,150,000	80%	19,320,000		19,320,000
Total		29,150,000		24,320,000		24,320,000

Total Loan Amount	24,000,000	Margin of Collateral to Loan	1.01
Total Collateral Amount	24,320,000	% Loan to Collateral	98.68%

Summary

Total Loan Amount	24,000,000	Margin of Collateral to Loan	1.01
Total Collateral Amount	24,320,000	% Loan to Collateral	98.68%

Collateral

The Bank is requesting collateral support on the proposed draw to term construction line of credit of up to \$5,000,000 or 20.83% of the \$24,000,000 loan. As shown by the above collateral chart, the real estate is not valued high enough to support the proposed loan amount, therefore would not be able to provide the line without the assistance of the MSF's collateral support program.

INDUSTRY COMPARISON

Balance Sheet: 08/31/2019

Comparative Historical Data - current year (Based on RMA 2019 Data) - Median Quartile

Income/Expense: 09/01/2018 to 08/31/2019

NAICS: 238350 - Finish Carpentry Contractors

Unqualified: 1, Reviewed: 23, Compiled: 12, Tax Return: 37, Other: 44, Total Number Stmt: 117

	Client	Industry	Variance		Client	Industry	Variance	Quartile
Assets				Liquidity Ratios				
Cash & Equivalents	29.6	14.9	14.7	Current Ratio	56.0	1.7	54.3	1
Trade Receivables (net)	6.7	39.7	-33.0	Quick Ratio (Acid Test)	55.2	1.4	53.8	1
Inventory	0.5	9.8	-9.3	Sales / Receivables	8.0	7.6	0.4	2
All Other Current	0.1	4.1	-4.0	Cost of Sales / Inventory	0.0	115.9	-115.9	4
Total Current	36.8	68.5	-31.7	Cost of Sales / Payables	0.0	21.2	-21.2	4
Fixed Assets (net)	20.3	20.4	-0.1	Sales / Working Capital	1.5	13.5	-12.0	
Intangibles (net)	0.0	4.9	-4.9	Coverage Ratio				
Other Non-Current	42.8	6.2	36.6	EBIT / Interest	66.4	10.2	56.2	1
Total Assets	100.0	100.0		Net Prof. + Depr / Cur. Mat. L/T/D	0.0	4.5	-4.5	4
Liabilities				Leverage Ratios				
Notes Payable	0.0	13.6	-13.6	Fixed / Net Worth	0.3	0.5	-0.2	
Cur. Mat. L/T/D	0.0	3.0	-3.0	Debt / Net Worth	0.3	2.0	-1.7	
Trade Payables	0.7	13.6	-12.9	Operating Ratios				
Income Tax Payable	0.0	0.3	-0.3	% Prof. Bf. Taxes / Net Worth	18.5	35.3	-16.8	3
All Other Current	0.0	17.6	-17.6	% Prof. Bf. Taxes / Total Assets	14.2	14.8	-0.6	3
Total Current	0.7	48.1	-47.4	Sales / Net Fixed Assets	2.6	24.0	-21.4	4
Long Term Debt	22.5	17.8	4.7	Sales / Total Assets	0.5	3.5	-3.0	4
Deferred Taxes	0.0	0.2	-0.2	Expense to Sales Ratio				
Other Non-Current	0.0	4.6	-4.6	% Depreciation / Sales	3.8	1.2	2.6	4
Net Worth	76.9	29.3	47.6	Officers' Compensation/Sales	0.0	3.2	-3.2	1
Total Liab. & Net Worth	100.0	100.0						
Income Data								
Net Sales	100.0	100.0	0.0					
Gross Profit	100.0	35.0	65.0					
Operating Expenses	82.1	29.9	52.2					
Operating Profit	17.9	5.0	12.9					
All Other Expenses (net)	-8.6	0.4	-9.0					
Profit Before Taxes	26.5	4.7	21.8					

Last Updated 10/31/2020 7:41:21 AM From RMA 2019 Data

OWNERSHIP / GUARANTORS

Source MSDF		Program CSP
Committed Date	Loan Closing Date	Total Loan \$24,000,000
MSF Share \$5,000,000	Additional Leverage (at closing) \$5,764,081	Additional Leverage (ongoing)
Leverage 5.95	Closing Fee 1% of MSF share	Annual Fee 1% of MSF annual balance
FTE @ Closing (in State) 27	FTE @ Closing (out of state)	Projected FTE Increase 25
FTE @ Annual Review	FTE Net Increase/Decrease	Support \$ per new job \$200,000
Associate	# Co's 1	Loan Type Draw to Term

Employment

Michigan Statewide Carpenters and Millwrights Joint Apprenticeship & Training Fund has 27 full-time equivalent employees. The company anticipates adding 10 fulltime employees within the next 6 months and an additional 15 within the next 2 years. The anticipated annual salary for employees of MSC MJATF is \$65,000. The full-time employees are instructors at the training facility. Additionally, the training facility will produce around 1,000 graduates per year.

Source of Information

It is the role of Capital Services Team staff ("CST") to review for eligibility, completeness, and adherence to industry standards and practices, the information provided by the financial institution and to manage the MSF's structural risk. Explanatory and background information is supplied in summary form to provide context for the request and is drawn exclusively from material submitted by the lending institution and from third party research sources such as Dunn and Bradstreets FirstResearch database.

Capital Access Program History

The Michigan Economic Development Corporation's (MEDC) Capital Access Programs began in 2009 with a state allocation of \$26 million. In 2011, the Federal government deployed an additional \$79 million to the State of Michigan to continue its efforts towards providing access to capital for small businesses. The programs under the Capital Access department assist small business and financial lending institutions by providing collateral support or loan participation. In either case, there is always a closing fee and annual fee charged, in addition to all principal returned as well as any fees and interest expense that the MEDC may receive through its support with the transactions. To date the program has funded over \$194 million to 205 companies, leveraged over \$919 million in Private Investments, received a total of \$10.9 million in program revenue, and has had losses of just over 1% of the total loan funded.

Exit Strategy

The Bank has implemented the following loan covenants in conjunction with its existing financing to MSMC JATF

- Minimum Debt Service Coverage of 1.25x - pre-distributions
 - Measured annually beginning 08/31/2021
 - Defined as the Borrower's (i) net income after taxes and exclusive of extraordinary gains and losses and gains on sale of fixed assets plus, (ii) interest expense plus, (iii) depreciation and amortization expense divided by the sum of all contractual principal and interest payments for the trailing 12 month period on all obligations including capital leases and subordinated debt.
- Minimum Liquidity \$2,000,000
 - Measured semi-annually beginning 02/28/21
 - Defined as: all unencumbered cash, cash equivalents, and marketable securities, not including retirement accounts or trust assets. Liquidity threshold is to be verified by account and/or investment statements.

These covenants are intended to require re-investment in the balance sheet of MSCM JATF and ultimately the release of the pledged collateral from the MSF.

Conditions

- Commitment will remain valid for 90 days with approval for MSF Fund Manager to extend the commitment an additional 30 days.
- The proposed financing will be subject to a Minimum Debt Service Coverage Ratio, as calculated by the Bank. Required minimum Debt Service Coverage Ratio will be set at a level acceptable to Bank and CST.
- The proposed financing will also be subject to a Minimum Liquidity covenant, as calculated by the Bank. Required Minimum Liquidity will be set at a level acceptable to Bank and CST.

SCORING & RATING

SCORING & RATING : MSDF_CSP_2021

Score = 4.40	4 Good
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Model Used: MEDC CRE Model - Board

Last Scored: 10/31/2020 7:54 AM Aileen Cohen

Financial Statements and Forms calculated from:

Balance Sheet: Inc. / Exp.:
08/31/2020 08/31/2020

Criteria		Criteria Score	Wt %	Weighted Criteria Score	Review
Debt / Tang Net Worth:	0.57	5.00	20.00	1.000	
Debt Coverage Ratio:	1.55	5.00	20.00	1.000	
MSF Leverage Ratio	5.95	3.00	20.00	0.600	
Management / Borrower Character	Excellent team/Well exper	5.00	20.00	1.000	
Business & Industry Trends	Ltd vulnerability to sudd	4.00	20.00	0.800	
				4.400	

FORM LM-2 LABOR ORGANIZATION ANNUAL REPORT

U.S. Department of Labor
Office of Labor-Management Standards
Washington, DC 20210

MUST BE USED BY LABOR ORGANIZATIONS WITH \$250,000 OR MORE IN TOTAL ANNUAL RECEIPTS AND LABOR ORGANIZATIONS IN TRUSTEESHIP

Form Approved
Office of Management and Budget
No. 1245-0003
Expires: 09-30-2021

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

For Official Use Only	1. FILE NUMBER 540-444	2. PERIOD COVERED From 07/01/2018 Through 06/30/2019	3. (a) AMENDED - Is this an amended report: (b) HARDSHIP - Filed under the hardship procedures: (c) TERMINAL - This is a terminal report:	No No No
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4. AFFILIATION OR ORGANIZATION NAME CARPENTERS IND		8. MAILING ADDRESS (Type or print in capital letters)	
		First Name THOMAS	Last Name LUTZ
5. DESIGNATION (Local, Lodge, etc.) LEADERSHIP COUNCIL	6. DESIGNATION NBR	P.O. Box - Building and Room Number	
7. UNIT NAME (if any) MICHIGAN REGIONAL #4085		Number and Street 400 Renaissance Ctr Ste1010	
9. Are your organization's records kept at its mailing address?		Yes	City DETROIT
		State MI	ZIP Code + 4 48243

Each of the undersigned, duly authorized officers of the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned individual's knowledge and belief, true, correct and complete (See Section V on penalties in the instructions.)

70. SIGNED: Thomas D Lutz	PRESIDENT	71. SIGNED: Michael Barnwell	TREASURER
Date: Sep 27, 2019	Telephone Number: 586-756-2111	Date: Sep 27, 2019	Telephone Number: 313-832-3887

SCHEDULE 20 - BENEFITS

FILE NUMBER: 540-444

Description (A)	To Whom Paid (B)	Amount (C)
Healthcare and Pension Benefits	Detroit Carpenters Fringe Benefit Funds	\$1,545,581
Healthcare and Pension Benefits	Michigan Carpenters Fringe Benefit Funds	\$828,568
Healthcare and Pension Benefits	Millwrights Local 1102 Fringe Benefit Funds	\$439,582
Pension Benefits	United Brotherhood of Carpenters Pension Fund	\$923,294
Total of all lines above (Total will be automatically entered in Item 55.)		\$3,737,025

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

69. ADDITIONAL INFORMATION SUMMARY

FILE NUMBER: 540-444

Question 10: CARPENTERS' APPRENTICESHIP REIMBURSEMENT PROGRAM, INC. 1401 FARROW, FERNDALE, MI 48220 EIN: 38-3568247 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' GUARANTY FUND 22260 HAGGERTY ROAD, SUITE 350, NORTHVILLE, MI 48167 EIN: 38-6238334 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' FRINGE BENEFIT FUNDS JOINT DELINQUENCY COMMITTEE 22260 HAGGERTY ROAD, SUITE 350, NORTHVILLE, MI 48167 EIN: 38-3345174 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' PENSION TRUST FUND - DETROIT AND VICINITY PO BOX 4540, TROY, MI 48099-4540 EIN: 38-6242188 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990T FILED WITH INTERNAL REVENUE SERVICE MICHIGAN STATEWIDE CARPENTERS AND MILLWRIGHTS JATF 6525 CENTURION DRIVE LANSING, MI 48917 EIN: 47-1972321 YEAR END: 08/31 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS LABOR MANAGEMENT PARTNERSHIP TEAM. 1401 FARROW, FERNDALE, MI 48220 EIN: 38-6495411 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN CARPENTERS HEALTH CARE FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6058383 PLAN #501 YEAR-END: 08/31 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN CARPENTERS PENSION FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6085394 PLAN #001 YEAR-END: 08/31 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MICHIGAN REGIONAL COUNCIL OF CARPENTERS' ANNUITY FUND PO BOX 4540, TROY, MI 48099-4540 EIN: 38-3240423 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MICHIGAN REGIONAL COUNCIL OF CARPENTERS' BUILDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 36-4494112 YEAR-END: 06/30 REVIEWED FINANCIAL STATEMENTS ATTACHED MICHIGAN REGIONAL COUNCIL OF CARPENTERS' COMMUNITY SERVICE FUND 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 38-3351974 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN REGIONAL COUNCIL OF CARPENTERS' EMPLOYEE BENEFITS FUND PO BOX 4540, TROY, MI 48099-4540 EIN: 38-3329300 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN REGIONAL COUNCIL OF CARPENTERS' HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 38-3678322 YEAR-END: 06/30 REVIEWED FINANCIAL STATEMENTS ATTACHED MICHIGAN REGIONAL COUNCIL OF CARPENTERS' PROPERTIES HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 20-3458287 YEAR-END: 06/30 REVIEWED FINANCIAL STATEMENTS ATTACHED MILLWRIGHTS LOCAL 1102 SUPPLEMENTAL PENSION FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6216941 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MILLWRIGHTS LOCAL 1102 VACATION AND HOLIDAY FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-27071688 PLAN #501 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE

Question 11(a):

Question 11(a) : MICHIGAN REGIONAL COUNCIL OF CARPENTERS POLITICAL ACTION COMMITTEE 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 91-2070214 YEAR END: 12/31 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE, QUARTERLY REPORTS FILED WITH THE STATE OF MICHIGAN ATTORNEY GENERAL

Question 11(b):

Question 11(b) : MICHIGAN REGIONAL COUNCIL OF CARPENTERS' BUILDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2 MICHIGAN REGIONAL COUNCIL OF CARPENTERS' PROPERTIES HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2 MICHIGAN REGIONAL COUNCIL OF CARPENTERS' HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2

Question 12: An audit was preformed by an outside accountant: BULTYNCK & CO., P.L.L.C. 15985 CANAL ROAD CLINTON TOWNSHIP, MI 48038 PHONE: 586-286-7300 FAX: 586-286-9986 E-MAIL: CSCOTT@BULTYNCK.COM AUDIT REPORT IS ATTACHED FOR FISCAL YEAR ENDED 6/30/2019

Question 16: ALL ASSETS OF THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS ARE COLATERAL FOR THE MORTGAGE ON THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS BUILDING COMPANY, LLC'S BUILDING AT 23401 MOUND ROAD, WARREN, MI 48091 AND THE MORTGAGE ON THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS PROPERTIES HOLDING COMPANY LLC'S BUILDING AT 500 RENO DRIVE, WAYLAND, MI 49348.

Schedule 2, Row1:

Schedule 2, Row1:

Schedule 2, Row2:

Schedule 2, Row2:

Schedule 2, Row3:

Schedule 2, Row3:

Schedule 2, Row4:

Schedule 2, Row4:

Schedule 2, Row5:

FORM LM-2 LABOR ORGANIZATION ANNUAL REPORT

U.S. Department of Labor
Office of Labor-Management Standards
Washington, DC 20210

MUST BE USED BY LABOR ORGANIZATIONS WITH \$250,000 OR MORE IN TOTAL ANNUAL RECEIPTS AND
LABOR ORGANIZATIONS IN TRUSTEESHIP

Form Approved
Office of Management and Budget
No. 1245-0003
Expires: 09-30-2021

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

For Official Use Only	1. FILE NUMBER	2. PERIOD COVERED	3. (a) AMENDED - Is this an amended report:	No
	540-444	From 07/01/2019	(b) HARDSHIP - Filed under the hardship procedures:	No
		Through 06/30/2020	(c) TERMINAL - This is a terminal report:	No

4. AFFILIATION OR ORGANIZATION NAME CARPENTERS IND		8. MAILING ADDRESS (Type or print in capital letters)	
		First Name THOMAS	Last Name LUTZ
5. DESIGNATION (Local, Lodge, etc.) LEADERSHIP COUNCIL	6. DESIGNATION NBR	P.O. Box - Building and Room Number	
7. UNIT NAME (if any) MICHIGAN REGIONAL #4085		Number and Street 400 Renaissance Ctr Ste1010	
9. Are your organization's records kept at its mailing address?		City DETROIT	
Yes		State MI	ZIP Code + 4 48243

Each of the undersigned, duly authorized officers of the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned individual's knowledge and belief, true, correct and complete (See Section V on penalties in the instructions.)

70. SIGNED: Michael Barnwell Date: Sep 24, 2020	Telephone Number: 313-832-3887	PRESIDENT	71. SIGNED: Thomas D Lutz Date: Sep 24, 2020	Telephone Number: 586-756-2111	TREASURER
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ITEMS 10 THROUGH 21

- 10. During the reporting period did the labor organization create or participate in the administration of a trust or a fund or organization, as defined in the instructions, which provides benefits for members or beneficiaries? Yes
- 11(a). During the reporting period did the labor organization have a political action committee (PAC) fund? Yes
- 11(b). During the reporting period did the labor organization have a subsidiary organization as defined in Section X of these Instructions? Yes
- 12. During the reporting period did the labor organization have an audit or review of its books and records by an outside accountant or by a parent body auditor/representative? Yes
- 13. During the reporting period did the labor organization discover any loss or shortage of funds or other assets? (Answer "Yes" even if there has been repayment or recovery.) No
- 14. What is the maximum amount recoverable under the labor organization's fidelity bond for a loss caused by any officer, employee or agent of the labor organization who handled union funds? \$500,000
- 15. During the reporting period did the labor organization acquire or dispose of any assets in a manner other than purchase or sale? No
- 16. Were any of the labor organization's assets pledged as security or encumbered in any way at the end of the reporting period? Yes
- 17. Did the labor organization have any contingent liabilities at the end of the reporting period? No
- 18. During the reporting period did the labor organization have any changes in its constitution or bylaws, other than rates of dues and fees, or in practices/procedures listed in the instructions? No
- 19. What is the date of the labor organization's next regular election of officers? 06/2021

- 20. How many members did the labor organization have at the end of the reporting period? 13,545
- 21. What are the labor organization's rates of dues and fees?

Rates of Dues and Fees				
Dues/Fees	Amount	Unit	Minimum	Maximum
(a) Regular Dues/Fees	.45	per Hour	N/A	N/A
(b) Working Dues/Fees	4%	per Wage	N/A	N/A
(c) Initiation Fees	N/A	per	N/A	N/A
(d) Transfer Fees	N/A	per	N/A	N/A
(e) Work Permits	\$60.00	per Person	\$60.00	\$60.00

STATEMENT A - ASSETS AND LIABILITIES

FILE NUMBER: 540-444

ASSETS

ASSETS	Schedule Number	Start of Reporting Period (A)	End of Reporting Period (B)
22. Cash		\$6,207,722	\$7,338,182
23. Accounts Receivable	1	\$0	\$0
24. Loans Receivable	2	\$55,000	\$55,000
25. U.S. Treasury Securities		\$0	\$0
26. Investments	5	\$9,101,991	\$10,025,050
27. Fixed Assets	6	\$572,838	\$543,796
28. Other Assets	7	\$11,050	\$288,128
29. TOTAL ASSETS		\$15,948,601	\$18,250,156

LIABILITIES

LIABILITIES	Schedule Number	Start of Reporting Period (A)	End of Reporting Period (B)
30. Accounts Payable	8	\$55,248	\$0
31. Loans Payable	9	\$0	\$0
32. Mortgages Payable		\$0	\$0
33. Other Liabilities	10	\$45,468	\$116,516
34. TOTAL LIABILITIES		\$100,716	\$116,516

35. NET ASSETS		\$15,847,885	\$18,133,640
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STATEMENT B - RECEIPTS AND DISBURSEMENTS

FILE NUMBER: 540-444

CASH RECEIPTS			CASH DISBURSEMENTS		
	SCH	AMOUNT		SCH	AMOUNT
36. Dues and Agency Fees		\$17,544,921	50. Representational Activities	15	\$5,640,322
37. Per Capita Tax		\$1,017,790	51. Political Activities and Lobbying	16	\$558,404
38. Fees, Fines, Assessments, Work Permits		\$34,710	52. Contributions, Gifts, and Grants	17	\$41,572
39. Sale of Supplies		\$14,409	53. General Overhead	18	\$4,388,369
40. Interest		\$35,589	54. Union Administration	19	\$809,871
41. Dividends		\$0	55. Benefits	20	\$3,821,467
42. Rents		\$0	56. Per Capita Tax		\$910,276
43. Sale of Investments and Fixed Assets	3	\$330	57. Strike Benefits		\$0
44. Loans Obtained	9	\$0	58. Fees, Fines, Assessments, etc.		\$0
45. Repayments of Loans Made	2	\$5,000	59. Supplies for Resale		\$61,583
46. On Behalf of Affiliates for Transmittal to Them		\$0	60. Purchase of Investments and Fixed Assets	4	\$2,150,546
47. From Members for Disbursement on Their Behalf		\$0	61. Loans Made	2	\$5,000
48. Other Receipts	14	\$1,337,014	62. Repayment of Loans Obtained	9	\$0
49. TOTAL RECEIPTS		\$19,989,763	63. To Affiliates of Funds Collected on Their Behalf		\$0
			64. On Behalf of Individual Members		\$0
			65. Direct Taxes		\$462,109
			66. Subtotal		\$18,849,519
			67. Withholding Taxes and Payroll Deductions		
			67a. Total Withheld		\$1,756,341
			67b. Less Total Disbursed		\$1,766,125
			67c. Total Withheld But Not Disbursed		-\$9,784
			68. TOTAL DISBURSEMENTS		\$18,859,303

SCHEDULE 1 - ACCOUNTS RECEIVABLE AGING SCHEDULE

FILE NUMBER: 540-444

Entity or Individual Name (A)	Total Account Receivable (B)	90-180 Days Past Due (C)	180+ Days Past Due (D)	Liquidated Account Receivable (E)
Total of all itemized accounts receivable	\$0	\$0	\$0	\$0
Totals from all other accounts receivable				
Totals (Total of Column (B) will be automatically entered in Item 23, Column(B))	\$0	\$0	\$0	\$0

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SCHEDULE 2 - LOANS RECEIVABLE

FILE NUMBER: 540-444

List below loans to officers, employees, or members which at any time during the reporting period exceeded \$250 and list all loans to business enterprises regardless of amount. (A)	Loans Outstanding at Start of Period (B)	Loans Made During Period (C)	Repayments Received During Period		Loans Outstanding at End of Period (E)
			Cash (D)(1)	Other Than Cash (D)(2)	
Name: UBC Local 100 Purpose: Advance of Funds Security: Unsecured Terms of Repayment: On Demand	\$10,000	\$0	\$0	\$0	\$10,000
Name: UBC Local 202 Purpose: Advance of Funds Security: Unsecured Terms of Repayment: On Demand	\$5,000	\$0	\$0	\$0	\$5,000
Name: UBC Local 525 Purpose: Advance of Funds Security: Unsecured Terms of Repayment: On Demand	\$10,000	\$0	\$0	\$0	\$10,000
Name: UBC Local 706 Purpose: Advance of Funds Security: Unsecured Terms of Repayment: On Demand	\$5,000	\$0	\$0	\$0	\$5,000
Name: UBC Local 1004 Purpose: Advance of Funds Security: Unsecured Terms of Repayment: On Demand	\$5,000	\$0	\$0	\$0	\$5,000
Name: UBC Local 1510 Purpose: Advance of Funds Security: Unsecured Terms of Repayment: On Demand	\$10,000	\$0	\$0	\$0	\$10,000
Name: UBC Local 1045 Purpose: Advance of Funds Security: Unsecured Terms of Repayment: On Demand	\$5,000	\$0	\$5,000	\$0	\$0
Name: UBC Local 1234 Purpose: Advance of Funds Security: Unsecured Terms of Repayment: On Demand	\$5,000	\$0	\$0	\$0	\$5,000
Name: UBC Local 687 Purpose: Advance of Funds Security: Unsecured Terms of Repayment: On Demand	\$0	\$5,000	\$0	\$0	\$5,000
Total of loans not listed above					
Total of all lines above	\$55,000	\$5,000	\$5,000	\$0	\$55,000
Totals will be automatically entered in...	Item 24 Column (A)	Item 61	Item 45	Item 69 with Explanation	Item 24 Column (B)

SCHEDULE 3 - SALE OF INVESTMENTS AND FIXED ASSETS

FILE NUMBER: 540-444

Description (if land or buildings, give location) (A)	Cost (B)	Book Value (C)	Gross Sales Price (D)	Amount Received (E)
Macbook Pro 2016	\$4,876	\$3,376	\$1,500	\$330
Total of all lines above	\$4,876	\$3,376	\$1,500	\$330
			Less Reinvestments	\$0
(The total from Net Sales Line will be automatically entered in Item 43)			Net Sales	\$330

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SCHEDULE 4 - PURCHASE OF INVESTMENTS AND FIXED ASSETS

FILE NUMBER: 540-444

Description (if land or buildings, give location) (A)	Cost (B)	Book Value (C)	Cash Paid (D)
Laptop for Local 1102	\$1,229	\$1,229	\$1,229
Computer	\$2,433	\$2,433	\$2,433
Infrotrust FortiGate Firewalls	\$1,712	\$1,712	\$1,712
Fortiswitch 248 GB 48 port	\$2,482	\$2,482	\$2,482
FortiGate Firewall and switch PoE	\$14,908	\$14,908	\$14,908
Hp Printer and Dell Computer	\$1,476	\$1,476	\$1,476
Camera Canon	\$1,630	\$1,630	\$1,630
Office Furniture for Kentwood	\$20,481	\$20,481	\$20,480
Cabinets, file storage for Local 1102	\$2,296	\$2,296	\$2,296
Office Files for Kentwood	\$1,900	\$1,900	\$1,900
Investment in Properties Holding Vo., LLC	\$1,575,000	\$1,575,000	\$1,575,000
Investment in Building Co., LLC	\$525,000	\$525,000	\$525,000
Total of all lines above	\$2,150,547	\$2,150,547	\$2,150,546
		Less Reinvestments	\$0
	(The total from Net Purchases Line will be automatically entered in Item 60.)	Net Purchases	\$2,150,546

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SCHEDULE 5 - INVESTMENTS

FILE NUMBER: 540-444

Description (A)	Amount (B)
Marketable Securities	
A. Total Cost	
B. Total Book Value	
C. List each marketable security which has a book value over \$5,000 and exceeds 5% of Line B.	
Other Investments	
D. Total Cost	\$10,025,050
E. Total Book Value	\$10,025,050
F. List each other investment which has a book value over \$5,000 and exceeds 5% of Line E. Also, list each subsidiary for which separate reports are attached.	
MRCC Building Company, LLC	\$3,429,103
MRCC Holding Company, LLC	\$4,442
MRCC Properties Holding Company, LLC	\$6,591,505
G. Total of Lines B and E (Total will be automatically entered in Item 26, Column(B))	\$10,025,050

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SCHEDULE 10 - OTHER LIABILITIES

FILE NUMBER: 540-444

Description (A)	Amount at End of Period (B)
CARES deferred payroll taxes	\$80,833
Employee payroll deductions payable	\$35,683
Total Other Liabilities (Total will be automatically entered in Item 33, Column(D))	\$116,516

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SCHEDULE 11 - ALL OFFICERS AND DISBURSEMENTS TO OFFICERS

FILE NUMBER: 540-444

	(A) Name	(B) Title	(C) Status	(D) Gross Salary Disbursements (before any deductions)		(E) Allowances Disbursed	(F) Disbursements for Official Business		(G) Other Disbursements not reported in (D) through (F)		(H) TOTAL
A B C	Jackson Sr., Michael J Exec. Sec/Treasurer P			\$37,083		\$700	\$10,485		\$1,733		\$50,001
I	Schedule 15 Representational Activities	45 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	35 %	Schedule 19 Administration	20 %	
A B C	McCastle, Tyler S Vice President C			\$84,606		\$26,200	\$290		\$0		\$111,096
I	Schedule 15 Representational Activities	92 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	8 %	Schedule 19 Administration	0 %	
A B C	Barnwell, Michael President C			\$157,911		\$6,000	\$12,953		\$8,835		\$185,699
I	Schedule 15 Representational Activities	75 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	15 %	Schedule 19 Administration	10 %	
A B C	Kerrigan, Brian L Trustee C			\$90,206		\$24,900	\$4,721		\$0		\$119,827
I	Schedule 15 Representational Activities	37 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	36 %	Schedule 19 Administration	27 %	
A B C	Turnwald, Leon Trustee C			\$103,274		\$19,000	\$904		\$0		\$123,178
I	Schedule 15 Representational Activities	79 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	11 %	Schedule 19 Administration	10 %	
A B C	Jackson Jr., Michael Conductor C			\$75,272		\$27,300	\$3,550		\$0		\$106,122
I	Schedule 15 Representational Activities	80 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	10 %	Schedule 19 Administration	10 %	
A B C	Miller, Chad A Exec. Comm. Member C			\$79,006		\$25,900	\$2,191		\$0		\$107,097
I	Schedule 15 Representational Activities	86 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	8 %	Schedule 19 Administration	6 %	
A B C	Krieg, Kevin R Warden C			\$90,325		\$25,000	\$3,672		\$0		\$118,997
I	Schedule 15 Representational Activities	100 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %	
A B C	Lutz, Thomas D Exec. Sec/Treasurer C			\$217,109		\$2,500	\$25,048		\$10,198		\$254,855

	(A) Name	(B) Title	(C) Status	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
I	Schedule 15 Representational Activities	80 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	9 %	Schedule 19 Administration	11 %
A B C	Davis Jr. , Michael G Recording Secretary C			\$80,840	\$25,050	\$10,274	\$0	\$116,164		
I	Schedule 15 Representational Activities	98 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	2 %
A B C	Williamson , Rich Trustee C			\$100,422	\$25,500	\$4,691	\$1,279	\$131,892		
I	Schedule 15 Representational Activities	90 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	5 %	Schedule 19 Administration	5 %
A B C	Reynolds , Milford R Trustee P			\$19,180	\$4,900	\$222	\$453	\$24,755		
I	Schedule 15 Representational Activities	40 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	40 %	Schedule 19 Administration	20 %
Total Officer Disbursements				\$1,135,234	\$212,950	\$79,001	\$22,498	\$1,449,683		
Less Deductions										
Net Disbursements								\$1,449,683		

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	(A) Name	(B) Title	(C) Other Payer	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
C	N/A									
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	100 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %
A	Zaucha, Casey			\$72,380	\$24,600	\$1,963	\$0	\$98,943		
B	Agent/Organizer									
C	N/A									
I	Schedule 15 Representational Activities	98 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	1 %
TOTALS RECEIVED BY EMPLOYEES MAKING \$10,000 OR LESS				\$44,192	\$55,900	\$14,754	\$0	\$114,846		
I	Schedule 15 Representational Activities	100 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %
Total Employee Disbursements				\$3,593,824	\$817,672	\$81,780	\$13,840	\$4,507,116		
Less Deductions								\$1,349,351		
Net Disbursements								\$3,157,765		

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SCHEDULE 13 - MEMBERSHIP STATUS

FILE NUMBER: 540-444

Category of Membership (A)	Number (B)	Voting Eligibility (C)
Apprentices	1,351	Yes
Regular members	7,532	Yes
Early retirees	1,525	Yes
Retirees	1,461	Yes
SS/Disabled members	473	Yes
Called to military service	21	Yes
Honorary	1,135	Yes
Pre Apprentice	46	Yes
Walk-Ins	1	No
Members (Total of all lines above)	13,545	
Agency Fee Payers*	0	
Total Members/Fee Payers	13,545	

*Agency Fee Payers are not considered members of the labor organization.

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DETAILED SUMMARY PAGE - SCHEDULES 14 THROUGH 19

FILE NUMBER: 540-444

SCHEDULE 14 OTHER RECEIPTS	
1. Named Payer Itemized Receipts	\$1,276,502
2. Named Payer Non-itemized Receipts	\$39,031
3. All Other Receipts	\$21,481
4. Total Receipts	\$1,337,014

SCHEDULE 15 REPRESENTATIONAL ACTIVITIES	
1. Named Payee Itemized Disbursements	\$997,942
2. Named Payee Non-itemized Disbursements	\$152,020
3. To Officers	\$1,147,957
4. To Employees	\$3,142,158
5. All Other Disbursements	\$200,245
6. Total Disbursements	\$5,640,322

SCHEDULE 16 POLITICAL ACTIVITIES AND LOBBYING	
1. Named Payee Itemized Disbursements	\$305,059
2. Named Payee Non-itemized Disbursements	\$76,166
3. To Officers	\$0
4. To Employees	\$165,514
5. All Other Disbursements	\$11,665
6. Total Disbursements	\$558,404

SCHEDULE 17 CONTRIBUTIONS, GIFTS & GRANTS	
1. Named Payee Itemized Disbursements	\$25,000
2. Named Payee Non-itemized Disbursements	\$0
3. To Officers	\$0
4. To Employees	\$1,009
5. All Other Disbursements	\$15,563
6. Total Disbursements	\$41,572

SCHEDULE 18 GENERAL OVERHEAD	
1. Named Payee Itemized Disbursements	\$1,991,183
2. Named Payee Non-itemized Disbursements	\$1,065,513
3. To Officers	\$169,545
4. To Employees	\$967,884
5. All Other Disbursements	\$194,244
6. Total Disbursements	\$4,388,369

SCHEDULE 19 UNION ADMINISTRATION	
1. Named Payee Itemized Disbursements	\$327,289
2. Named Payee Non-itemized Disbursements	\$46,327
3. To Officers	\$132,182
4. To Employees	\$230,556
5. All Other Disbursements	\$73,517
6. Total Disbursements	\$809,871

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
MI Statewide JATF 6525 Centurion Drive Lansing MI 48917			
	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		\$8,738
	Total of All Transactions with this Payee/Payer for This Schedule		\$8,738
Type or Classification (B)			
Union Training Fund			
National Union Fire Insurance CO of Pittsburgh 625 Liberty Ave St 1100 Pittsburgh PA 15222			
	Insurance Check	09/03/2019	\$870,673
	Total Itemized Transactions with this Payee/Payer		\$870,673
	Total of All Transactions with this Payee/Payer for This Schedule		\$870,673
Type or Classification (B)			
Insurance			
UBC Dept. of Education & Training 6801 Placid Street Las Vegas NV 89119			
	Education and training	01/21/2020	\$21,169
	Total Itemized Transactions with this Payee/Payer		\$21,169
	Total of All Transactions with this Payee/Payer for This Schedule		\$35,851
Type or Classification (B)			
National affiliate department of education			
UBC International Union 101 Constitution Ave., NW Washington DC 20001			
	3rd and 4th quarter of 2019 grant	01/09/2020	\$73,382
	1st quarter of 2020 grant	03/30/2020	\$42,414
	2nd quarter of 2020 grant	06/01/2020	\$42,414
Total Itemized Transactions with this Payee/Payer		\$158,210	
Total Non-Itemized Transactions with this Payee/Payer			
Total of All Transactions with this Payee/Payer for This Schedule		\$158,210	
Type or Classification (B)			
National affiliate			
UBC Local 1045 23401 Mound Road Warren MI 48091			
	Reimbursement for Local 1045 member event	10/24/2019	\$6,275
	Total Itemized Transactions with this Payee/Payer		\$6,275
	Total of All Transactions with this Payee/Payer for This Schedule		\$6,275
Type or Classification (B)			
Labor Union local branch			

Name and Address (A)			
	Purpose (C)	Date (D)	Amount (E)
Metropolitan Affairs Coalition 1001 Woodward Street 1400 Detroit MI 48226	Industry promotion	03/05/2020	\$6,500
	Total Itemized Transactions with this Payee/Payer		\$6,500
	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$6,500
Affairs			

SCHEDULE 16 - POLITICAL ACTIVITIES AND LOBBYING

FILE NUMBER 540-444

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Bultynck & Co. P.L.L.C. 15985 Canal Road Clinton Township MI 48038	Total Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		\$23,100
CPA Firm	Total of All Transactions with this Payee/Payer for This Schedule		\$23,100
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Capitol Services Inc. 110 W Michigan Ave Ste 7 Lansing MI 48933	Consulting Services	07/10/2019	\$5,000
Type or Classification (B)	Consulting Services	08/27/2019	\$5,000
Consulting firm	Consulting Services	09/05/2019	\$5,000
	Consulting Services	10/09/2019	\$5,000
	Consulting Services	11/18/2019	\$5,000
	Consulting Services	12/06/2019	\$5,000
	Consulting Services	01/06/2020	\$5,000
	Consulting Services	02/04/2020	\$5,000
	Consulting Services	03/05/2020	\$5,000
	Consulting Services	04/14/2020	\$5,000
	Consulting Services	05/21/2020	\$5,000
	Consulting Services	06/08/2020	\$5,000
	Total Itemized Transactions with this Payee/Payer		\$60,000
	Total Non-Itemized Transactions with this Payee/Payer		\$103
	Total of All Transactions with this Payee/Payer for This Schedule		\$60,103
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Change Media Group 776850 Chicago IL 60677	Services	08/27/2019	\$5,190
Type or Classification (B)	Total Itemized Transactions with this Payee/Payer		\$5,190
Media	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$5,190
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Fair and Equal Michigan 10030 Lansing MI 48901	Lobbying	02/20/2020	\$10,000
Type or Classification (B)	Total Itemized Transactions with this Payee/Payer		\$10,000
Political Action Group	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$10,000

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Farough and Associates 108 East Grand River Ave Brighton MI 48116	Consulting Services	09/05/2019	\$10,050
	Hub commitment	08/27/2019	\$15,000
	Research	01/14/2020	\$5,000
	Research	03/05/2020	\$5,000
	Research	12/17/2019	\$5,000
Type or Classification (B)	Total Itemized Transactions with this Payee/Payer		\$40,050
	Total Non-Itemized Transactions with this Payee/Payer		\$42,200
Consulting Firm	Total of All Transactions with this Payee/Payer for This Schedule		\$82,250
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Lake Research Partners 1101 17th St NW STE 301 Washington DC 20036	Political services - balloting	07/10/2019	\$16,253
	Political services - balloting	07/29/2019	\$6,266
	Political services - balloting	01/20/2020	\$10,000
	Total Itemized Transactions with this Payee/Payer		\$32,519
	Total Non-Itemized Transactions with this Payee/Payer		\$263
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$32,782
Political strategy research firm			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Michigan Democratic Party 606 Townsend Lansing MI 48933	Voter Education	08/26/2019	\$15,000
	Contribution	07/23/2019	\$5,000
	Contribution	10/09/2019	\$25,000
	Legacy Dinner	02/13/2020	\$8,500
	Total Itemized Transactions with this Payee/Payer		\$53,500
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$53,500
State Political organization			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Michigan Municipal League Foundation 1675 Green Road Ann Arbor MI 48105	Be Counted Effort	01/31/2020	\$25,000
	Total Itemized Transactions with this Payee/Payer		\$25,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$25,000
Type or Classification (B)			
Foundation			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Progress Michigan 614 Seymore Lansing MI 48933	Issue advocacy	02/13/2020	\$5,000
	Issue advocacy	08/20/2019	\$8,800
	Issue advocacy	09/24/2019	\$15,000
	Total Itemized Transactions with this Payee/Payer		\$28,800
	Total Non-Itemized Transactions with this Payee/Payer		\$10,500
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$39,300
Political organization			

Name and Address (A)			
Two Peninsulas Research Group	Purpose (C)	Date (D)	Amount (E)
215 South Washington Lansing MI 48933	Issue advocacy	03/04/2020	\$50,000
	Total Itemized Transactions with this Payee/Payer		\$50,000
	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$50,000
Political organization			

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

69. ADDITIONAL INFORMATION SUMMARY

FILE NUMBER: 540-444

Question 10: CARPENTERS' APPRENTICESHIP REIMBURSEMENT PROGRAM, INC. 1401 FARROW, FERNDALE, MI 48220 EIN: 38-3568247 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' GUARANTY FUND 22260 HAGGERTY ROAD, SUITE 350, NORTHVILLE, MI 48167 EIN: 38-6238334 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' FRINGE BENEFIT FUNDS JOINT DELINQUENCY COMMITTEE 22260 HAGGERTY ROAD, SUITE 350, NORTHVILLE, MI 48167 EIN: 38-3345174 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' PENSION TRUST FUND - DETROIT AND VICINITY PO BOX 4540, TROY, MI 48099-4540 EIN: 38-6242188 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990T FILED WITH INTERNAL REVENUE SERVICE MICHIGAN STATEWIDE CARPENTERS AND MILLWRIGHTS JATF 6525 CENTURION DRIVE LANSING, MI 48917 EIN: 47-1972321 YEAR END: 08/31 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS LABOR MANAGEMENT PARTNERSHIP TEAM. 1401 FARROW, FERNDALE, MI 48220 EIN: 38-6495411 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN CARPENTERS HEALTH CARE FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6058383 PLAN #501 YEAR-END: 08/31 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN CARPENTERS PENSION FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6085394 PLAN #001 YEAR-END: 08/31 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MICHIGAN REGIONAL COUNCIL OF CARPENTERS' ANNUITY FUND PO BOX 4540, TROY, MI 48099-4540 EIN: 38-3240423 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MICHIGAN REGIONAL COUNCIL OF CARPENTERS' BUILDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 36-4494112 YEAR-END: 06/30 REVIEWED FINANCIAL STATEMENTS ATTACHED MICHIGAN REGIONAL COUNCIL OF CARPENTERS' COMMUNITY SERVICE FUND 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 38-3351974 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN REGIONAL COUNCIL OF CARPENTERS' EMPLOYEE BENEFITS FUND PO BOX 4540, TROY, MI 48099-4540 EIN: 38-3329300 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN REGIONAL COUNCIL OF CARPENTERS' HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 38-3678322 YEAR-END: 06/30 REVIEWED FINANCIAL STATEMENTS ATTACHED MICHIGAN REGIONAL COUNCIL OF CARPENTERS' PROPERTIES HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 20-3458287 YEAR-END: 06/30 REVIEWED FINANCIAL STATEMENTS ATTACHED MILLWRIGHTS LOCAL 1102 SUPPLEMENTAL PENSION FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6216941 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MILLWRIGHTS LOCAL 1102 VACATION AND HOLIDAY FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-27071688 PLAN #501 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE

Question 11(a):

Question 11(a) : : MICHIGAN REGIONAL COUNCIL OF CARPENTERS POLITICAL ACTION COMMITTEE 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 91-2070214 YEAR END: 12/31 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE, QUARTERLY REPORTS FILED WITH THE STATE OF MICHIGAN ATTORNEY GENERAL

Question 11(b):

Question 11(b) : : MICHIGAN REGIONAL COUNCIL OF CARPENTERS' BUILDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2 MICHIGAN REGIONAL COUNCIL OF CARPENTERS' PROPERTIES HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2 MICHIGAN REGIONAL COUNCIL OF CARPENTERS' HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2

Question 12: BULTYNCK & CO., P.L.L.C. 15985 CANAL ROAD CLINTON TOWNSHIP, MI 48038 PHONE: 586-286-7300 FAX: 586-286-9986 E-MAIL: CSCOTT@BULTYNCK.COM AUDIT REPORT IS ATTACHED FOR FISCAL YEAR ENDED 6/30/2020

Question 16: ALL ASSETS OF THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS ARE COLATERAL FOR THE MORTGAGE ON THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS BUILDING COMPANY, LLC'S BUILDING AT 23401 MOUND ROAD, WARREN, MI 48091 AND THE MORTGAGE ON THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS PROPERTIES HOLDING COMPANY LLC'S BUILDING AT 500 RENO DRIVE, WAYLAND, MI 49348.

Schedule 2, Row1:

Schedule 2, Row1::

Schedule 2, Row2:

Schedule 2, Row2::

Schedule 2, Row3:

Schedule 2, Row3::

Schedule 2, Row4:

Schedule 2, Row4::

Schedule 2, Row5:

FORM LM-2 LABOR ORGANIZATION ANNUAL REPORT

U.S. Department of Labor
Office of Labor-Management Standards
Washington, DC 20210

MUST BE USED BY LABOR ORGANIZATIONS WITH \$250,000 OR MORE IN TOTAL ANNUAL RECEIPTS AND LABOR ORGANIZATIONS IN TRUSTEESHIP

Form Approved
Office of Management and Budget
No. 1245-0003
Expires: 09-30-2021

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

For Official Use Only	1. FILE NUMBER 540-444	2. PERIOD COVERED From 07/01/2020 Through 06/30/2021	3. (a) AMENDED - Is this an amended report: (b) HARDSHIP - Filed under the hardship procedures: (c) TERMINAL - This is a terminal report:	No No No
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4. AFFILIATION OR ORGANIZATION NAME CARPENTERS IND		8. MAILING ADDRESS (Type or print in capital letters)	
5. DESIGNATION (Local, Lodge, etc.) LEADERSHIP COUNCIL		6. DESIGNATION NBR	
7. UNIT NAME (if any) MICHIGAN REGIONAL #4085		P.O Box - Building and Room Number	
9. Are your organization's records kept at its mailing address?		Yes	
		First Name THOMAS	
		Last Name LUTZ	
		Number and Street 400 RENAISSANCE CTR STE1010	
		City DETROIT	
		State MI	ZIP Code + 4 48243

Each of the undersigned, duly authorized officers of the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned individual's knowledge and belief, true, correct and complete (See Section V on penalties in the instructions.)

70. SIGNED: Michael Barnwell Date: Sep 28, 2021	PRESIDENT Telephone Number: 313-832-3887	71. SIGNED: Thomas D Lutz Date: Sep 28, 2021	TREASURER Telephone Number: 586-756-2111
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STATEMENT A - ASSETS AND LIABILITIES

FILE NUMBER: 540-444

ASSETS

ASSETS	Schedule Number	Start of Reporting Period (A)	End of Reporting Period (B)
22. Cash		\$7,338,182	\$15,058,684
23. Accounts Receivable	1	\$0	\$0
24. Loans Receivable	2	\$55,000	\$50,000
25. U.S. Treasury Securities		\$0	\$0
26. Investments	5	\$10,025,050	\$10,997,677
27. Fixed Assets	6	\$543,796	\$576,123
28. Other Assets	7	\$288,128	\$273,719
29. TOTAL ASSETS		\$18,250,156	\$26,956,203

LIABILITIES

LIABILITIES	Schedule Number	Start of Reporting Period (A)	End of Reporting Period (B)
30. Accounts Payable	8	\$0	\$0
31. Loans Payable	9	\$0	\$1,825,865
32. Mortgages Payable		\$0	\$0
33. Other Liabilities	10	\$116,516	\$293,167
34. TOTAL LIABILITIES		\$116,516	\$2,119,032

35. NET ASSETS		\$18,133,640	\$24,837,171
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STATEMENT B - RECEIPTS AND DISBURSEMENTS

FILE NUMBER: 540-444

CASH RECEIPTS			CASH DISBURSEMENTS		
	SCH	AMOUNT		SCH	AMOUNT
36. Dues and Agency Fees		\$20,002,320	50. Representational Activities	15	\$4,710,422
37. Per Capita Tax		\$1,224,180	51. Political Activities and Lobbying	16	\$722,430
38. Fees, Fines, Assessments, Work Permits		\$33,411	52. Contributions, Gifts, and Grants	17	\$49,948
39. Sale of Supplies		\$5,387	53. General Overhead	18	\$3,058,999
40. Interest		\$0	54. Union Administration	19	\$476,292
41. Dividends		\$0	55. Benefits	20	\$3,735,307
42. Rents		\$0	56. Per Capita Tax		\$685,049
43. Sale of Investments and Fixed Assets	3	\$0	57. Strike Benefits		\$0
44. Loans Obtained	9	\$1,825,865	58. Fees, Fines, Assessments, etc.		\$0
45. Repayments of Loans Made	2	\$5,000	59. Supplies for Resale		\$6,618
46. On Behalf of Affiliates for Transmittal to Them		\$0	60. Purchase of Investments and Fixed Assets	4	\$2,217,185
47. From Members for Disbursement on Their Behalf		\$0	61. Loans Made	2	\$0
48. Other Receipts	14	\$442,455	62. Repayment of Loans Obtained	9	\$0
49. TOTAL RECEIPTS		\$23,538,618	63. To Affiliates of Funds Collected on Their Behalf		\$0
			64. On Behalf of Individual Members		\$0
			65. Direct Taxes		\$162,607
			66. Subtotal		\$15,824,857
			67. Withholding Taxes and Payroll Deductions		
			67a. Total Withheld		\$1,756,341
			67b. Less Total Disbursed		\$1,749,600
			67c. Total Withheld But Not Disbursed		\$6,741
			68. TOTAL DISBURSEMENTS		\$15,818,116

SCHEDULE 4 - PURCHASE OF INVESTMENTS AND FIXED ASSETS

FILE NUMBER: 540-444

Description (if land or buildings, give location) (A)	Cost (B)	Book Value (C)	Cash Paid (D)
HP Elitebook Computers	\$12,289	\$12,289	\$12,289
Carpenters Website Improvements	\$56,025	\$56,025	\$56,025
Website Development March 21	\$28,013	\$28,013	\$28,013
Millwrights Dell Computers	\$4,972	\$4,972	\$4,972
Displays - Training Center	\$15,886	\$15,886	\$15,886
Investment in Properties Holding Co., LLC	\$1,500,000	\$1,500,000	\$1,500,000
Investment in Building Co., LLC	\$600,000	\$600,000	\$600,000
Total of all lines above	\$2,217,185	\$2,217,185	\$2,217,185
		Less Reinvestments	\$0
	(The total from Net Purchases Line will be automatically entered in Item 60.)	Net Purchases	\$2,217,185

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

SCHEDULE 9 - LOANS PAYABLE

FILE NUMBER: 540-444

Source of Loans Payable at Any Time During the Reporting Period (A)	Loans Owed at Start of Period (B)	Loans Obtained During Period (C)	Repayment During Period Cash (D)(1)	Repayment During Period Other Than Cash (D)(2)	Loans Owed at End of Period (E)
Optus Bank - Paycheck Protection Program Loan	\$0	\$1,825,865	\$0	\$0	\$1,825,865
Total Loans Payable	\$0	\$1,825,865	\$0	\$0	\$1,825,865
Totals will be automatically entered in...	Item 31 Column (C)	Item 44	Item 62	Item 69 with Explanation	Item 31 Column (D)

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

SCHEDULE 10 - OTHER LIABILITIES

FILE NUMBER: 540-444

Description (A)	Amount at End of Period (B)
Due to members	\$1,696
CARES Act deferred payroll taxes	\$249,047
Employee payroll deductions payable	\$42,424
Total Other Liabilities (Total will be automatically entered in Item 33, Column(D))	\$293,167

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

SCHEDULE 11 - ALL OFFICERS AND DISBURSEMENTS TO OFFICERS

FILE NUMBER: 540-444

	(A) Name	(B) Title	(C) Status	(D) Gross Salary Disbursements (before any deductions)		(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)		(H) TOTAL
A B C	Barnwell , Michael President C			\$166,003		\$400	\$0	\$0		\$166,403
I	Schedule 15 Representational Activities	73 %	Schedule 16 Political Activities and Lobbying		Schedule 17 Contributions		Schedule 18 General Overhead	9 %	Schedule 19 Administration	18 %
A B C	McCastle , Tyler S Vice President C			\$82,423		\$29,200	\$0	\$0		\$111,623
I	Schedule 15 Representational Activities	100 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %
A B C	Lutz , Thomas Exec. Sec/Treasurer C			\$241,870		\$700	\$1,395	\$0		\$243,965
I	Schedule 15 Representational Activities	60 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	21 %	Schedule 19 Administration	19 %
A B C	Kerrigan , Brian L Trustee C			\$87,884		\$28,300	\$0	\$0		\$116,184
I	Schedule 15 Representational Activities	38 %	Schedule 16 Political Activities and Lobbying		Schedule 17 Contributions		Schedule 18 General Overhead	30 %	Schedule 19 Administration	32 %
A B C	Turnwald , Leon Trustee C			\$100,628		\$20,700	\$0	\$0		\$121,328
I	Schedule 15 Representational Activities	77 %	Schedule 16 Political Activities and Lobbying		Schedule 17 Contributions	1 %	Schedule 18 General Overhead	12 %	Schedule 19 Administration	10 %
A B C	Jackson Jr. , Michael J Conductor C			\$73,320		\$30,100	\$670	\$0		\$104,090
I	Schedule 15 Representational Activities	81 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	8 %	Schedule 19 Administration	11 %
A B C	Miller , Chad A Exec. Comm. Member C			\$76,961		\$29,200	\$102	\$0		\$106,263
I	Schedule 15 Representational Activities	90 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	4 %	Schedule 19 Administration	6 %
A B C	Krieg , Kevin R Warden C			\$95,140		\$30,400	\$0	\$0		\$125,540
I	Schedule 15 Representational Activities	100 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %
A B C	Davis Jr. , Michael G Recording Secretary C			\$84,049		\$29,750	\$5,073	\$0		\$118,872

	(A) Name	(B) Title	(C) Status	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
I	Schedule 15 Representational Activities	98 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	2 %
A	Williamson , Rich			\$100,628	\$29,200	\$0	\$0	\$129,828		
B	Trustee									
C	C									
I	Schedule 15 Representational Activities	91 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	4 %	Schedule 19 Administration	5 %
Total Officer Disbursements				\$1,108,906	\$227,950	\$7,240	\$0	\$1,344,096		
Less Deductions								\$322,092		
Net Disbursements								\$1,022,004		

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

	(A) Name	(B) Title	(C) Other Payer	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	100 %	Schedule 19 Administration	0 %
A	Stewart , Toney			\$109,730	\$28,200	\$0	\$500	\$138,430		
B	Agent/Organizer									
C	N/A									
I	Schedule 15 Representational Activities	80 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	10 %	Schedule 19 Administration	10 %
A	Taylor , Jeffrey D			\$85,676	\$31,213	\$0	\$0	\$116,889		
B	Agent/Organizer									
C	N/A									
I	Schedule 15 Representational Activities	95 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	5 %
A	Vires , Jason			\$79,079	\$27,900	\$0	\$0	\$106,979		
B	Agent/Organizer									
C	N/A									
I	Schedule 15 Representational Activities	100 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %
A	Wiggins , Lynn R			\$29,734	\$0	\$0	\$0	\$29,734		
B	Communications									
C	N/A									
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	100 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %
A	Zaucha , Casey			\$74,766	\$29,550	\$18	\$0	\$104,334		
B	Agent/Organizer									
C	N/A									
I	Schedule 15 Representational Activities	99 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	0 %
TOTALS RECEIVED BY EMPLOYEES MAKING \$10,000 OR LESS				\$41,717	\$26,700	\$117	\$80	\$68,614		
I	Schedule 15 Representational Activities	100 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %
Total Employee Disbursements				\$3,530,190	\$913,797	\$6,660	\$6,309	\$4,456,956		
Less Deductions								\$1,434,248		
Net Disbursements								\$3,022,708		

SCHEDULE 13 - MEMBERSHIP STATUS

FILE NUMBER: 540-444

Category of Membership (A)	Number (B)	Voting Eligibility (C)
Apprentices	1,403	Yes
Regular members	7,013	Yes
Early retirees	1,518	Yes
Retirees	1,538	Yes
SS/Disabled members	449	Yes
Called to military service	23	Yes
Honorary	1,089	Yes
Pre Apprentice	31	Yes
Walk-Ins	1	No
Members (Total of all lines above)	13,065	
Agency Fee Payers*	0	
Total Members/Fee Payers	13,065	

*Agency Fee Payers are not considered members of the labor organization.

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

DETAILED SUMMARY PAGE - SCHEDULES 14 THROUGH 19

FILE NUMBER: 540-444

SCHEDULE 14 OTHER RECEIPTS	
1. Named Payer Itemized Receipts	\$394,351
2. Named Payer Non-itemized Receipts	\$32,136
3. All Other Receipts	\$15,968
4. Total Receipts	\$442,455

SCHEDULE 15 REPRESENTATIONAL ACTIVITIES	
1. Named Payee Itemized Disbursements	\$230,049
2. Named Payee Non-itemized Disbursements	\$169,835
3. To Officers	\$1,057,177
4. To Employees	\$3,187,754
5. All Other Disbursements	\$65,607
6. Total Disbursements	\$4,710,422

SCHEDULE 16 POLITICAL ACTIVITIES AND LOBBYING	
1. Named Payee Itemized Disbursements	\$478,092
2. Named Payee Non-itemized Disbursements	\$53,803
3. To Officers	\$0
4. To Employees	\$186,095
5. All Other Disbursements	\$4,440
6. Total Disbursements	\$722,430

SCHEDULE 17 CONTRIBUTIONS, GIFTS & GRANTS	
1. Named Payee Itemized Disbursements	\$37,500
2. Named Payee Non-itemized Disbursements	\$1,000
3. To Officers	\$1,213
4. To Employees	\$7,235
5. All Other Disbursements	\$3,000
6. Total Disbursements	\$49,948

SCHEDULE 18 GENERAL OVERHEAD	
1. Named Payee Itemized Disbursements	\$1,006,741
2. Named Payee Non-itemized Disbursements	\$928,639
3. To Officers	\$133,394
4. To Employees	\$803,227
5. All Other Disbursements	\$186,998
6. Total Disbursements	\$3,058,999

SCHEDULE 19 UNION ADMINISTRATION	
1. Named Payee Itemized Disbursements	\$17,874
2. Named Payee Non-itemized Disbursements	\$12,311
3. To Officers	\$152,312
4. To Employees	\$272,646
5. All Other Disbursements	\$21,149
6. Total Disbursements	\$476,292

SCHEDULE 14 - OTHER RECEIPTS

FILE NUMBER: 540-444

Name and Address (A)		Purpose (C)	Date (D)	Amount (E)	
Carpenters Industrial Council 404 N Main St #205 Oshkosh WI 54901		Defense Fund reimbursement	11/12/2020	\$27,404	
		Total Itemized Transactions with this Payee/Payer		\$27,404	
		Total Non-Itemized Transactions with this Payee/Payer			
		Total of All Transactions with this Payee/Payer for This Schedule		\$27,404	
		Type or Classification (B)	Labor organization		
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)	
Internal Revenue Service 500 Woodward Ave Detroit MI 48226		Payroll Retention Credit	06/25/2021	\$12,478	
		Total Itemized Transactions with this Payee/Payer		\$12,478	
		Total Non-Itemized Transactions with this Payee/Payer		\$9,185	
		Total of All Transactions with this Payee/Payer for This Schedule		\$21,663	
		Type or Classification (B)	CARES ACT Tax Credits		
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)	
MI Statewide JATF 6525 Centurion Drive Lansing MI 48917		Total Itemized Transactions with this Payee/Payer			
		Total Non-Itemized Transactions with this Payee/Payer		\$22,951	
		Total of All Transactions with this Payee/Payer for This Schedule		\$22,951	
		Type or Classification (B)	Union Training Fund		
		Name and Address (A)		Purpose (C)	Date (D)
UBC International Union 101 Constitution Ave., NW Washington DC 20001		1st quarter 2021 grant	02/11/2021	\$46,551	
		2nd quarter 2021 grant	04/28/2021	\$46,551	
		3rd quarter 2020 bilingual grant	08/26/2020	\$42,414	
		4th quarter 2020 bilingual grant	11/12/2020	\$42,414	
		Total Itemized Transactions with this Payee/Payer		\$177,930	
		Total of All Transactions with this Payee/Payer for This Schedule		\$177,930	
Type or Classification (B)	National affiliate				
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)	
UBC International Union 101 Constitution Ave., NW Washington DC 20001		International delegate convention reimbursement	09/22/2020	\$5,561	
		Total Itemized Transactions with this Payee/Payer		\$5,561	
		Total Non-Itemized Transactions with this Payee/Payer			
		Total of All Transactions with this Payee/Payer for This Schedule		\$5,561	
		Type or Classification (B)	International Labor Union		

SCHEDULE 15 - REPRESENTATIONAL ACTIVITIES

FILE NUMBER: 540-444

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)	
American Graphics Printing Co. 34895 Groesbeck Hwy Clinton Township MI 48035	Promotional Items	07/08/2020	\$5,020	
	Promotional Items	06/21/2021	\$7,000	
	Promotional Items	06/21/2021	\$19,743	
	Total Itemized Transactions with this Payee/Payer			\$31,763
	Total Non-Itemized Transactions with this Payee/Payer			\$16,535
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$48,298	
Printing				

Name and Address (A)			
Metropolitan Affairs Coalition 1001 Woodward Street 1400 Detroit MI 48226	Purpose (C)	Date (D)	Amount (E)
	2021 Program	03/09/2021	\$6,500
	2021 Shining Light	04/14/2021	\$5,000
	Total Itemized Transactions with this Payee/Payer		\$11,500
	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$11,500
Affairs			

Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Michigan Democratic Party 606 Townsend Street Lansing MI 48933		Best of the West 2020	10/12/2020	\$5,000
		Total Itemized Transactions with this Payee/Payer		\$5,000
		Total Non-Itemized Transactions with this Payee/Payer		\$2,500
		Total of All Transactions with this Payee/Payer for This Schedule		\$7,500
Type or Classification (B)				
State political organization				
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Tech for Campaigns 25 Taylor Street San Francisco CA 94102		Invoice for political campaigning services	08/17/2020	\$10,000
		Total Itemized Transactions with this Payee/Payer		\$10,000
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		\$10,000
Type or Classification (B)				
Political campaigning volunteer organization				
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Two Peninsulas Research Group 215 South Washington Lansing MI 48933		Issue advocacy	08/11/2020	\$25,000
		2021-2022 subscription	05/05/2021	\$25,000
		Total Itemized Transactions with this Payee/Payer		\$50,000
		Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)		Total of All Transactions with this Payee/Payer for This Schedule		\$50,000
Political organization				

69. ADDITIONAL INFORMATION SUMMARY

FILE NUMBER: 540-444

Question 10: CARPENTERS' APPRENTICESHIP REIMBURSEMENT PROGRAM, INC. 1401 FARROW, FERNDALE, MI 48220 EIN: 38-3568247 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' GUARANTY FUND 22260 HAGGERTY ROAD, SUITE 350, NORTHVILLE, MI 48167 EIN: 38-6238334 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' FRINGE BENEFIT FUNDS JOINT DELINQUENCY COMMITTEE 22260 HAGGERTY ROAD, SUITE 350, NORTHVILLE, MI 48167 EIN: 38-3345174 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' PENSION TRUST FUND - DETROIT AND VICINITY PO BOX 4540, TROY, MI 48099-4540 EIN: 38-6242188 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990T FILED WITH INTERNAL REVENUE SERVICE MICHIGAN STATEWIDE CARPENTERS AND MILLWRIGHTS JATF 6525 CENTURION DRIVE LANSING, MI 48917 EIN: 47-1972321 YEAR END: 08/31 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS LABOR MANAGEMENT PARTNERSHIP TEAM 1401 FARROW, FERNDALE, MI 48220 EIN: 38-6495411 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN CARPENTERS HEALTH CARE FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6058383 PLAN #501 YEAR-END: 08/31 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN CARPENTERS PENSION FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6085394 PLAN #001 YEAR-END: 08/31 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MICHIGAN REGIONAL COUNCIL OF CARPENTERS' ANNUITY FUND PO BOX 4540, TROY, MI 48099-4540 EIN: 38-3240423 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MICHIGAN REGIONAL COUNCIL OF CARPENTERS' BUILDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 36-4494112 YEAR-END: 06/30 REVIEWED FINANCIAL STATEMENTS ATTACHED MICHIGAN REGIONAL COUNCIL OF CARPENTERS' COMMUNITY SERVICE FUND 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 38-3351974 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN REGIONAL COUNCIL OF CARPENTERS' EMPLOYEE BENEFITS FUND PO BOX 4540, TROY, MI 48099-4540 EIN: 38-3329300 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN REGIONAL COUNCIL OF CARPENTERS' HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 38-3678322 YEAR-END: 06/30 REVIEWED FINANCIAL STATEMENTS ATTACHED MICHIGAN REGIONAL COUNCIL OF CARPENTERS' PROPERTIES HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 20-3458287 YEAR-END: 06/30 REVIEWED FINANCIAL STATEMENTS ATTACHED MILLWRIGHTS LOCAL 1102 SUPPLEMENTAL PENSION FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6216941 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MILLWRIGHTS LOCAL 1102 VACATION AND HOLIDAY FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-27071688 PLAN #501 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE

Question 11(a):

Question 11(a) : : : MICHIGAN REGIONAL COUNCIL OF CARPENTERS POLITICAL ACTION COMMITTEE 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 91-2070214 YEAR END: 12/31 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE, QUARTERLY REPORTS FILED WITH THE STATE OF MICHIGAN ATTORNEY GENERAL

Question 11(b):

Question 11(b) : : : MICHIGAN REGIONAL COUNCIL OF CARPENTERS' BUILDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2 MICHIGAN REGIONAL COUNCIL OF CARPENTERS' PROPERTIES HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2 MICHIGAN REGIONAL COUNCIL OF CARPENTERS' HOLDING COMPANY, LLC 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2

Question 12: BULTYNCK & CO., P.L.L.C. 15985 CANAL ROAD CLINTON TOWNSHIP, MI 48038 PHONE: 586-286-7300 FAX: 586-286-9986 E-MAIL: CSCOTT@BULTYNCK.COM

Question 16: ALL ASSETS OF THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS ARE COLATERAL FOR THE MORTGAGE ON THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS BUILDING COMPANY, LLC'S BUILDING AT 23401 MOUND ROAD, WARREN, MI 48091 AND THE MORTGAGE ON THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS PROPERTIES HOLDING COMPANY LLC'S BUILDING AT 500 RENO DRIVE, WAYLAND, MI 49348.

Schedule 2, Row1:

Schedule 2, Row1:.....

Schedule 2, Row2:

Schedule 2, Row2:.....

Schedule 2, Row3:

Schedule 2, Row3:.....

Schedule 2, Row4:

Schedule 2, Row4:.....

Schedule 2, Row5:

Schedule 2, Row5:.....

FORM LM-2 LABOR ORGANIZATION ANNUAL REPORT

U.S. Department of Labor
Office of Labor-Management Standards
Washington, DC 20210

MUST BE USED BY LABOR ORGANIZATIONS WITH \$250,000 OR MORE IN TOTAL ANNUAL RECEIPTS AND
LABOR ORGANIZATIONS IN TRUSTEESHIP

Form Approved
Office of Management and Budget
No. 1245-0003
Expires: 01-31-2025

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

For Official Use Only	1. FILE NUMBER 540-444	2. PERIOD COVERED From 07/01/2021 Through 06/30/2022	3. (a) AMENDED - Is this an amended report: (b) HARDSHIP - Filed under the hardship procedures: (c) TERMINAL - This is a terminal report:	No No No
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4. AFFILIATION OR ORGANIZATION NAME CARPENTERS IND		8. MAILING ADDRESS (Type or print in capital letters)	
		First Name THOMAS	Last Name LUTZ
5. DESIGNATION (Local, Lodge, etc.) LEADERSHIP COUNCIL	6. DESIGNATION NBR	P.O. Box - Building and Room Number SUITE 200	
7. UNIT NAME (if any) MICHIGAN REGIONAL #4085		Number and Street 11687 AMERICAN AVENUE	
9. Are your organization's records kept at its mailing address?		City DETROIT	
Yes		State MI	ZIP Code + 4 48204

Each of the undersigned, duly authorized officers of the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned individual's knowledge and belief, true, correct and complete (See Section V on penalties in the instructions.)

70. SIGNED: Michael Barnwell	PRESIDENT	71. SIGNED: Thomas D Lutz	TREASURER
Date: Sep 28, 2022	Telephone Number: 313-832-3887	Date: Sep 28, 2022	Telephone Number: 586-756-2111

SCHEDULE 10 - OTHER LIABILITIES

FILE NUMBER: 540-444

Description (A)	Amount at End of Period (B)
Due to members	\$13,540
CARES deferred payroll taxes	\$124,523
Employee payroll deductions payable	\$45,790
Accrued interest	\$11,690
Total Other Liabilities (Total will be automatically entered in Item 33, Column(D))	\$195,543

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

SCHEDULE 11 - ALL OFFICERS AND DISBURSEMENTS TO OFFICERS

FILE NUMBER: 540-444

	(A) Name	(B) Title	(C) Status	(D) Gross Salary Disbursements (before any deductions)		(E) Allowances Disbursed	(F) Disbursements for Official Business		(G) Other Disbursements not reported in (D) through (F)		(H) TOTAL
A B C	Barnwell , Michael President C			\$174,182		\$3,700	\$12,054		\$0	\$189,936	
I	Schedule 15 Representational Activities	58 %	Schedule 16 Political Activities and Lobbying	12 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	30 %	Schedule 19 Administration	0 %	
A B C	McCastle , Tyler S Vice President C			\$87,516		\$33,900	\$1,167		\$0	\$122,583	
I	Schedule 15 Representational Activities	99 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	0 %	
A B C	Lutz , Thomas Executive Sec/Treasurer C			\$241,870		\$4,100	\$11,775		\$0	\$257,745	
I	Schedule 15 Representational Activities	81 %	Schedule 16 Political Activities and Lobbying	8 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	11 %	Schedule 19 Administration	0 %	
A B C	Kerrigan , Brian L Trustee C			\$93,350		\$32,300	\$1,150		\$0	\$126,800	
I	Schedule 15 Representational Activities	32 %	Schedule 16 Political Activities and Lobbying	37 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	31 %	Schedule 19 Administration	0 %	
A B C	Turnwald , Leon Trustee C			\$53,125		\$11,900	\$600		\$0	\$65,625	
I	Schedule 15 Representational Activities	77 %	Schedule 16 Political Activities and Lobbying	13 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	10 %	Schedule 19 Administration	0 %	
A B C	Jackson Jr. , Michael J Conductor C			\$82,687		\$33,800	\$3,101		\$0	\$119,588	
I	Schedule 15 Representational Activities	80 %	Schedule 16 Political Activities and Lobbying	9 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	11 %	Schedule 19 Administration	0 %	
A B C	Sandy , Tod Trustee N			\$0		\$3,500	\$0		\$0	\$3,500	
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	100 %	Schedule 19 Administration	0 %	
A B C	Dawe , Vince Exec. Comm. Member N			\$87,516		\$32,100	\$600		\$0	\$120,216	
I	Schedule 15 Representational Activities	90 %	Schedule 16 Political Activities and Lobbying	5 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	5 %	Schedule 19 Administration	0 %	
A B C	Jewell , Paul Warden N			\$97,240		\$26,100	\$1,038		\$0	\$124,378	

	(A) Name	(B) Title	(C) Other Payer	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
C	N/A									
I	Schedule 15 Representational Activities	95 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	5 %	Schedule 19 Administration	0 %
A	Williamson , Taylor			\$21,595	\$0	\$383	\$0	\$21,978		
B	Clerical									
C	N/A									
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	100 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %
A	Woodford , Joshua			\$19,052	\$8,900	\$703	\$0	\$28,655		
B	Clerical									
C	N/A									
I	Schedule 15 Representational Activities	71 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	29 %	Schedule 19 Administration	0 %
A	Zaucha , Casey			\$77,792	\$32,100	\$1,599	\$0	\$111,491		
B	Agent/Organizer									
C	N/A									
I	Schedule 15 Representational Activities	95 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	3 %	Schedule 19 Administration	0 %
TOTALS RECEIVED BY EMPLOYEES MAKING \$10,000 OR LESS				\$57,584	\$77,100	\$59	\$0	\$134,743		
I	Schedule 15 Representational Activities	100 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %
Total Employee Disbursements				\$3,606,587	\$1,036,392	\$54,931	\$3,245	\$4,701,155		
Less Deductions								\$1,434,248		
Net Disbursements								\$3,266,907		

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

DETAILED SUMMARY PAGE - SCHEDULES 14 THROUGH 19

FILE NUMBER: 540-444

SCHEDULE 14 OTHER RECEIPTS	
1. Named Payer Itemized Receipts	\$487,884
2. Named Payer Non-itemized Receipts	\$70,631
3. All Other Receipts	\$3,292
4. Total Receipts	\$561,807

SCHEDULE 15 REPRESENTATIONAL ACTIVITIES	
1. Named Payee Itemized Disbursements	\$704,696
2. Named Payee Non-itemized Disbursements	\$263,508
3. To Officers	\$1,067,460
4. To Employees	\$3,348,571
5. All Other Disbursements	\$140,576
6. Total Disbursements	\$5,524,811

SCHEDULE 16 POLITICAL ACTIVITIES AND LOBBYING	
1. Named Payee Itemized Disbursements	\$942,463
2. Named Payee Non-itemized Disbursements	\$39,585
3. To Officers	\$125,269
4. To Employees	\$835,428
5. All Other Disbursements	\$1,500
6. Total Disbursements	\$1,944,245

SCHEDULE 17 CONTRIBUTIONS, GIFTS & GRANTS	
1. Named Payee Itemized Disbursements	\$0
2. Named Payee Non-itemized Disbursements	\$0
3. To Officers	\$0
4. To Employees	\$3,424
5. All Other Disbursements	\$6,386
6. Total Disbursements	\$9,810

SCHEDULE 18 GENERAL OVERHEAD	
1. Named Payee Itemized Disbursements	\$1,269,975
2. Named Payee Non-itemized Disbursements	\$1,197,467
3. To Officers	\$209,949
4. To Employees	\$315,188
5. All Other Disbursements	\$194,674
6. Total Disbursements	\$3,187,253

SCHEDULE 19 UNION ADMINISTRATION	
1. Named Payee Itemized Disbursements	\$187,435
2. Named Payee Non-itemized Disbursements	\$37,907
3. To Officers	\$0
4. To Employees	\$198,544
5. All Other Disbursements	\$19,857
6. Total Disbursements	\$443,743

Name and Address (A)			
	Purpose (C)	Date (D)	Amount (E)
Metropolitan Affairs Coalition 1001 Woodward Street #1400 Detroit MI 48226	2022 Program	03/01/2022	\$6,500
	2022 Shining Light	04/20/2022	\$5,000
	Total Itemized Transactions with this Payee/Payer		\$11,500
	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$11,500
Non-profit organization			

SCHEDULE 16 - POLITICAL ACTIVITIES AND LOBBYING

FILE NUMBER 540-444

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
21st Century Fund 2005 Baynard Blvd Wilmington DE 19802	2022 Contribution house	06/08/2022	\$150,000
	2022 Contribution	06/08/2022	\$200,000
	Total Itemized Transactions with this Payee/Payer		\$350,000
	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$350,000
Political organization			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Bultynck & Co., P.L.L.C. 15985 Canal Road Clinton Township MI 48038	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		\$27,950
	Total of All Transactions with this Payee/Payer for This Schedule		\$27,950
Type or Classification (B)			
CPA Firm			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Capitol Services Inc. 110 W Michigan Ave. Ste 700 Lansing MI 48933	Consulting services - July 2021	07/19/2021	\$5,000
	Consulting services - August 2021	08/16/2021	\$5,000
	Consulting services - September 2021	09/14/2021	\$5,000
	Consulting services - October 2021	10/13/2021	\$5,000
	Consulting services - November 2021	11/02/2021	\$5,000
	Consulting services - December 2021	12/20/2021	\$5,000
Type or Classification (B)	Consulting services - January 2022	03/21/2022	\$5,000
Consulting firm	Consulting services - February 2022	02/01/2022	\$5,000
	Consulting services - March 2022	03/01/2022	\$5,000
	Consulting services - April 2022	04/11/2022	\$5,000
	Consulting services - May 2022	05/16/2022	\$5,000
	Consulting services - June 2022	06/01/2022	\$5,000
	Total Itemized Transactions with this Payee/Payer		\$60,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$60,000
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Farough and Associates 108 East Grand River Ave Brighton MI 48116	January 2022 - March 2022 consulting services	04/11/2022	\$6,675
	December 2021 consulting services	01/17/2022	\$8,288
	Total Itemized Transactions with this Payee/Payer		\$14,963
	Total Non-Itemized Transactions with this Payee/Payer		\$11,635
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$26,598
Consulting firm			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Future Progress 910 17th St. NW Suite 925 Washington DC 20006	2022 Donation - C4 budget line	06/28/2022	\$10,000
	Total Itemized Transactions with this Payee/Payer		\$10,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$10,000
Type or Classification (B)			
Political organization			
Grassroots Midwest Inc 12157 Lansing MI 48901	West MI Outreach Program	04/20/2022	\$10,000
	Total Itemized Transactions with this Payee/Payer		\$10,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$10,000
Type or Classification (B)			
Political organization			
Michigan Civic Action Fund 28342 Dartmouth St Madison Heights MI 48071	Donor alliance 2021-2022 dues	09/27/2021	\$10,000
	Redistricting support - MDA 2021-2022 cycle	04/11/2022	\$10,000
	Donor alliance 2021-2022 dues	09/27/2021	\$5,000
	Total Itemized Transactions with this Payee/Payer		\$25,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$25,000
Type or Classification (B)			
Voting committee			
Michigan Democratic Party 606 Townsend Street Lansing MI 48933	Legacy Dinner 2022	04/14/2022	\$10,000
	Total Itemized Transactions with this Payee/Payer		\$10,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$10,000
Type or Classification (B)			
State political organization			
Michigan League for Public Policy 1223 Turner Street Ste G1 Lansing MI 48906	Sponsorship 2021	09/07/2021	\$5,000
	Total Itemized Transactions with this Payee/Payer		\$5,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$5,000
Type or Classification (B)			
Non-profit organization			

Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Promise to the People Fund 10030				
Lansing MI 48901		2022 Donation to Dana Nessel	06/08/2022	\$100,000
Type or Classification (B)		Total Itemized Transactions with this Payee/Payer		\$100,000
Political organization		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		\$100,000
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Put Michigan First 1225 Eye Street NW Ste 1100 Washington DC 20005		2022 donation toward Governor's race	05/24/2022	\$250,000
Type or Classification (B)		Total Itemized Transactions with this Payee/Payer		\$250,000
Political organization		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		\$250,000
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Two Peninsulas Research Group 215 South Washington Lansing MI 48933		Subscription 2021-2022 first payment	11/05/2021	\$50,000
		3rd payment 2021-2022	05/16/2022	\$50,000
Type or Classification (B)		Total Itemized Transactions with this Payee/Payer		\$100,000
Political organization		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		\$100,000
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Voters for Transparency and Term Limits 490 W Western Ave Muskegon MI 49440		2022 Donation for Mayor Duggan	04/07/2022	\$7,500
Type or Classification (B)		Total Itemized Transactions with this Payee/Payer		\$7,500
Elections		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		\$7,500

69. ADDITIONAL INFORMATION SUMMARY

FILE NUMBER: 540-444

Question 10: CARPENTERS' APPRENTICESHIP REIMBURSEMENT PROGRAM 11687 AMERICAN AVENUE, SUITE 100, DETROIT, MI 48204 EIN: 38-3568247 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' GUARANTY FUND 22260 HAGGERTY ROAD, SUITE 350, NORTHVILLE, MI 48167 EIN: 38-6238334 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' FRINGE BENEFIT FUNDS JOINT DELINQUENCY COMMITTEE 22260 HAGGERTY ROAD, SUITE 350, NORTHVILLE, MI 48167 EIN: 38-3345174 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS' PENSION TRUST FUND - DETROIT AND VICINITY PO BOX 4540, TROY, MI 48099-4540 EIN: 38-6242188 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990T FILED WITH INTERNAL REVENUE SERVICE MICHIGAN STATEWIDE CARPENTERS AND MILLWRIGHTS JOINT APPRENTICESHIP & TRAINING FUND 6525 CENTURION DRIVE, LANSING, MI 48917 EIN: 47-1972321 YEAR END: 08/31 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE CARPENTERS LABOR MANAGEMENT PARTNERSHIP TEAM 11687 AMERICAN AVENUE, SUITE 100, DETROIT, MI 48204 EIN: 38-6495411 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN CARPENTERS HEALTH CARE FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6058383 PLAN #501 YEAR-END: 08/31 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN CARPENTERS PENSION FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6085394 PLAN #001 YEAR-END: 08/31 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MICHIGAN REGIONAL COUNCIL OF CARPENTERS' ANNUITY FUND PO BOX 4540, TROY, MI 48099-4540 EIN: 38-3240423 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MICHIGAN REGIONAL COUNCIL OF CARPENTERS' COMMUNITY SERVICE FUND 11687 AMERICAN AVENUE, SUITE 200, DETROIT, MI 48243 EIN: 38-3351974 YEAR-END: 04/30 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MICHIGAN REGIONAL COUNCIL OF CARPENTERS' EMPLOYEE BENEFITS FUND PO BOX 4540, TROY, MI 48099-4540 EIN: 38-3329300 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE MILLWRIGHTS LOCAL 1102 SUPPLEMENTAL PENSION FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-6216941 PLAN #001 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR MILLWRIGHTS LOCAL 1102 VACATION AND HOLIDAY FUND 6525 CENTURION DRIVE, LANSING, MI 48917-9275 EIN: 38-27071688 PLAN #501 YEAR-END: 04/30 FORM 5500 FILED WITH THE DEPARTMENT OF LABOR AND FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE

Question 11(a):

Question 11(a): : : MICHIGAN REGIONAL COUNCIL OF CARPENTERS POLITICAL ACTION COMMITTEE 400 RENAISSANCE CENTER, SUITE 1010 DETROIT, MI 48243 EIN: 91-2070214 YEAR END: 12/31 FORM 990 FILED WITH THE INTERNAL REVENUE SERVICE, QUARTERLY REPORTS FILED WITH THE STATE OF MICHIGAN ATTORNEY GENERAL

Question 11(b):

Question 11(b): : : MICHIGAN REGIONAL COUNCIL OF CARPENTERS' BUILDING COMPANY, LLC 11687 American Avenue, DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2 MICHIGAN REGIONAL COUNCIL OF CARPENTERS' PROPERTIES HOLDING COMPANY, LLC 11687 AMERICAN AVENUE, DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2 MICHIGAN REGIONAL COUNCIL OF CARPENTERS' HOLDING COMPANY, LLC 11687 AMERICAN AVENUE, DETROIT, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND REVIEW REPORT ATTACHED TO THIS LM-2 In previous years, the Investments of wholly owned Limited Liability Companies, which hold the organizations Buildings, were reported as investments instead of the equity method and consolidated. The new reporting is done to more accurately reflect the Organization as a whole and as such the beginning investments have been broken out to the full balance sheet and not just the equity investment, this includes cash, prepaid expenses, fixed assets, and all liabilities.

Question 12: : An audit was preformed by an outside accountant: BULTYNCK & CO., P.L.L.C. 15985 CANAL ROAD CLINTON TOWNSHIP, MI 48038 PHONE: 586-286-7300 FAX: 586-286-9986 E-MAIL: CSCOTT@BULTYNCK.COM AUDIT REPORT IS ATTACHED FOR FISCAL YEAR ENDED 6/30/2022

Question 15: : Disbursements of T-Shirts, hats and stickers at local union meetings

Question 16: ALL ASSETS OF THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS ARE COLATERAL FOR THE MORTGAGE ON THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS PROPERTIES HOLDING COMPANY LLC'S BUILDING AT 500 RENO DRIVE, WAYLAND, MI 49348.

Statement A,

Cash Begin Total: In previous years, the Investments of wholly owned Limited Liability Companies, which hold the organizations Buildings, were reported as investments instead of the equity method and consolidated. The new reporting is done to more accurately reflect the Organization as a whole and as such the beginning investments have been broken out to the full balance sheet and not just the equity investment, this includes cash, prepaid expenses, fixed assets, and all liabilities.

Statement A, Investments Begin Total: : In previous years, the Investments of wholly owned Limited Liability Companies, which hold the organizations Buildings, were reported as investments instead of the equity method and consolidated. The new reporting is done to more accurately reflect the Organization as a whole and as such the beginning investments have been broken out to the full balance sheet and not just the equity investment, this includes cash, prepaid expenses, fixed assets, and all liabilities.

Statement A, Fixed Assets Value Begin Total: In previous years, the Investments of wholly owned Limited Liability Companies, which hold the organizations Buildings, were reported as investments instead of the equity method and consolidated. The new reporting is done to more accurately reflect the Organization as a whole and as such the beginning investments have been broken out to the full balance sheet and not just the equity investment, this includes cash, prepaid expenses, fixed assets, and all liabilities.

Statement A,

Loans Payable Begin Total: In previous years, the Investments of wholly owned Limited Liability Companies, which hold the organizations Buildings, were reported as investments instead of the equity method and consolidated. The new reporting is done to more accurately reflect the Organization as a whole and as such the beginning investments have been broken out to the full balance sheet and not just the equity investment, this

FORM LM-2 LABOR ORGANIZATION ANNUAL REPORT

U.S. Department of Labor
Office of Labor-Management Standards
Washington, DC 20210

MUST BE USED BY LABOR ORGANIZATIONS WITH \$250,000 OR MORE IN TOTAL ANNUAL RECEIPTS AND
LABOR ORGANIZATIONS IN TRUSTEESHIP

Form Approved
Office of Management and Budget
No. 1245-0003
Expires: 01-31-2025

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

For Official Use Only	1. FILE NUMBER 540-444	2. PERIOD COVERED From 07/01/2022 Through 06/30/2023	3. (a) AMENDED - Is this an amended report: (b) HARDSHIP - Filed under the hardship procedures: (c) TERMINAL - This is a terminal report:	No No No
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4. AFFILIATION OR ORGANIZATION NAME CARPENTERS IND		8. MAILING ADDRESS (Type or print in capital letters)	
		First Name THOMAS	Last Name LUTZ
5. DESIGNATION (Local, Lodge, etc.) LEADERSHIP COUNCIL	6. DESIGNATION NBR	P.O. Box - Building and Room Number SUITE 200	
7. UNIT NAME (if any) MICHIGAN REGIONAL #4085		Number and Street 11687 AMERICAN AVENUE	
9. Are your organization's records kept at its mailing address?		City DETROIT	
Yes		State MI	ZIP Code + 4 48204

Each of the undersigned, duly authorized officers of the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned individual's knowledge and belief, true, correct and complete (See Section VI on penalties in the instructions.)

70. SIGNED: Michael Barnwell Date: Sep 28, 2023	PRESIDENT Telephone Number: 313-832-3887	71. SIGNED: Thomas D Lutz Date: Sep 28, 2023	TREASURER Telephone Number: 586-756-2111
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ITEMS 10 THROUGH 21

- 10. During the reporting period did the labor organization create or participate in the administration of a trust or a fund or organization, as defined in the instructions, which provides benefits for members or beneficiaries? Yes
- 11(a). During the reporting period did the labor organization have a political action committee (PAC) fund? Yes
- 11(b). During the reporting period did the labor organization have a subsidiary organization as defined in Section X of these Instructions? Yes
- 12. During the reporting period did the labor organization have an audit or review of its books and records by an outside accountant or by a parent body auditor/representative? Yes
- 13. During the reporting period did the labor organization discover any loss or shortage of funds or other assets? (Answer "Yes" even if there has been repayment or recovery.) No
- 14. What is the maximum amount recoverable under the labor organization's fidelity bond for a loss caused by any officer, employee or agent of the labor organization who handled union funds? \$500,000
- 15. During the reporting period did the labor organization acquire or dispose of any assets in a manner other than purchase or sale? Yes
- 16. Were any of the labor organization's assets pledged as security or encumbered in any way at the end of the reporting period? Yes
- 17. Did the labor organization have any contingent liabilities at the end of the reporting period? No
- 18. During the reporting period did the labor organization have any changes in its constitution or bylaws, other than rates of dues and fees, or in practices/procedures listed in the instructions? No
- 19. What is the date of the labor organization's next regular election of officers? 06/2024

- 20. How many members did the labor organization have at the end of the reporting period? 13,064
- 21. What are the labor organization's rates of dues and fees?

Rates of Dues and Fees				
Dues/Fees	Amount	Unit	Minimum	Maximum
(a) Regular Dues/Fees	.49	per Hour	N/A	N/A
(b) Working Dues/Fees	4%	per Wage	N/A	N/A
(c) Initiation Fees	N/A	per	N/A	N/A
(d) Transfer Fees	N/A	per	N/A	N/A
(e) Work Permits	N/A	per	N/A	N/A

STATEMENT A - ASSETS AND LIABILITIES

FILE NUMBER: 540-444

ASSETS

ASSETS	Schedule Number	Start of Reporting Period (A)	End of Reporting Period (B)
22. Cash		\$19,114,309	\$23,243,545
23. Accounts Receivable	1	\$0	\$0
24. Loans Receivable	2	\$14,000	\$5,000
25. U.S. Treasury Securities		\$0	\$0
26. Investments	5	\$0	\$0
27. Fixed Assets	6	\$20,501,534	\$19,675,759
28. Other Assets	7	\$959,175	\$361,574
29. TOTAL ASSETS		\$40,589,018	\$43,285,878

LIABILITIES

LIABILITIES	Schedule Number	Start of Reporting Period (A)	End of Reporting Period (B)
30. Accounts Payable	8	\$135,188	\$13,745
31. Loans Payable	9	\$7,614,440	\$4,754,966
32. Mortgages Payable		\$0	\$0
33. Other Liabilities	10	\$195,543	\$24,791
34. TOTAL LIABILITIES		\$7,945,171	\$4,793,502

35. NET ASSETS		\$32,643,847	\$38,492,376
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STATEMENT B - RECEIPTS AND DISBURSEMENTS

FILE NUMBER: 540-444

CASH RECEIPTS			CASH DISBURSEMENTS		
	SCH	AMOUNT		SCH	AMOUNT
36. Dues and Agency Fees		\$20,403,046	50. Representational Activities	15	\$6,497,924
37. Per Capita Tax		\$1,655,156	51. Political Activities and Lobbying	16	\$692,428
38. Fees, Fines, Assessments, Work Permits		\$0	52. Contributions, Gifts, and Grants	17	\$14,735
39. Sale of Supplies		\$5,721	53. General Overhead	18	\$4,375,452
40. Interest		\$202,475	54. Union Administration	19	\$1,176,623
41. Dividends		\$0	55. Benefits	20	\$4,009,173
42. Rents		\$1,245,751	56. Per Capita Tax		\$887,312
43. Sale of Investments and Fixed Assets	3	\$0	57. Strike Benefits		\$0
44. Loans Obtained	9	\$0	58. Fees, Fines, Assessments, etc.		\$0
45. Repayments of Loans Made	2	\$9,000	59. Supplies for Resale		\$14,062
46. On Behalf of Affiliates for Transmittal to Them		\$1,903,804	60. Purchase of Investments and Fixed Assets	4	\$1,230,571
47. From Members for Disbursement on Their Behalf		\$0	61. Loans Made	2	\$0
48. Other Receipts	14	\$3,243,710	62. Repayment of Loans Obtained	9	\$2,859,474
49. TOTAL RECEIPTS		\$28,668,663	63. To Affiliates of Funds Collected on Their Behalf		\$1,903,804
			64. On Behalf of Individual Members		\$3,001
			65. Direct Taxes		\$874,961
			66. Subtotal		\$24,539,520
			67. Withholding Taxes and Payroll Deductions		
			67a. Total Withheld		\$45,883
			67b. Less Total Disbursed		\$45,790
			67c. Total Withheld But Not Disbursed		\$93
			68. TOTAL DISBURSEMENTS		\$24,539,427

SCHEDULE 3 - SALE OF INVESTMENTS AND FIXED ASSETS

FILE NUMBER: 540-444

Description (if land or buildings, give location) (A)	Cost (B)	Book Value (C)	Gross Sales Price (D)	Amount Received (E)
Industrial Electric	\$185,210	\$118,382	\$0	\$0
Window Shades	\$2,621	\$1,538	\$0	\$0
Ink Jet Printers	\$530	\$0	\$0	\$0
Dell Int'l Hookup	\$2,493	\$0	\$0	\$0
Xerox Copiers	\$7,325	\$0	\$0	\$0
Shredder	\$1,575	\$0	\$0	\$0
Toshiba Copier	\$2,915	\$0	\$0	\$0
Copier	\$4,410	\$0	\$0	\$0
Dell Marketing L.P.	\$5,311	\$0	\$0	\$0
AR-205 Sharp Copier	\$4,447	\$0	\$0	\$0
Xerox Copier	\$1,100	\$0	\$0	\$0
Tape Media - Backup for Server	\$1,136	\$0	\$0	\$0
Dell 1409X DLP Projector	\$684	\$0	\$0	\$0
11th Floor Furniture	\$4,169	\$0	\$0	\$0
All Worx Telephone System 1/4	\$22,490	\$0	\$0	\$0
All Worx Telephone System 2/4	\$22,968	\$0	\$0	\$0
All Worx Telephone System 3/4	\$22,968	\$0	\$0	\$0
19 AllWorx Phones - 12 Buttons	\$7,747	\$0	\$0	\$0
HP Color LaserJet Pro	\$764	\$0	\$0	\$0
Local 525 Roof Replacement	\$19,042	\$13,964	\$0	\$0
Heirloom 85.5" Bookcase	\$623	\$596	\$0	\$0
General Conditions - labor	\$41,295	\$26,395	\$0	\$0
General Conditions - Materials	\$7,702	\$4,923	\$0	\$0
Owner Contingency	\$15,000	\$9,588	\$0	\$0
Permits/Parking	\$11,800	\$7,542	\$0	\$0
Millwork - Nelson Mill Company	\$101,342	\$64,776	\$0	\$0
Glazing - Peterson Glass	\$22,189	\$14,183	\$0	\$0
Mech/FP Progressive Mechanical	\$77,859	\$49,766	\$0	\$0
Flooring - Continental Interiors	\$44,152	\$28,221	\$0	\$0
Painting - Accurate Painting	\$14,070	\$8,993	\$0	\$0
AV - Bluewater Technologies	\$44,630	\$28,527	\$0	\$0
Window Treatments - Shear Shop	\$10,500	\$6,711	\$0	\$0
Granite	\$22,758	\$14,546	\$0	\$0
Toilet & Bath Accessories	\$1,050	\$671	\$0	\$0
Doors, Frames, & Hardware	\$5,000	\$3,196	\$0	\$0
Misc Steel	\$2,800	\$1,790	\$0	\$0
Fabric Panels	\$2,626	\$1,678	\$0	\$0
Demo	\$29,435	\$18,814	\$0	\$0
Walls - Framing	\$12,638	\$8,078	\$0	\$0
Walls - Drywall	\$16,957	\$10,839	\$0	\$0
Callings	\$18,818	\$12,028	\$0	\$0
Metal	\$10,166	\$6,498	\$0	\$0
Drywall	\$5,777	\$3,693	\$0	\$0
Callings	\$17,181	\$10,982	\$0	\$0
Total of all lines above	\$856,273	\$476,918	\$0	\$0
			Less Reinvestments	\$0
			(The total from Net Sales Line will be automatically entered in Item 43) Net Sales	\$0

SCHEDULE 4 - PURCHASE OF INVESTMENTS AND FIXED ASSETS

FILE NUMBER: 540-444

Description (if land or buildings, give location) (A)	Cost (B)	Book Value (C)	Cash Paid (D)
Dell Latitude 3420 Laptop	\$1,104	\$1,104	\$1,104
Dell Precision 7760 - CCS Machine	\$4,111	\$4,111	\$4,111
Laptops	\$22,658	\$22,658	\$22,658
Ceiling Mounted Microphones and Speakers	\$5,359	\$5,359	\$5,359
Branded Pop Up Tents	\$10,847	\$10,847	\$10,847
Chromebook 315	\$725	\$725	\$725
Phase 1 Painting in Hall	\$69,775	\$69,775	\$69,775
HVAC RTU 6 & 10	\$23,946	\$23,946	\$23,946
Phase 1 of New Carpet at Warren Office	\$99,688	\$99,688	\$99,688
Warren Painting	\$45,450	\$45,450	\$45,450
Carpet Replacement	\$16,236	\$16,236	\$16,236
AED Machines	\$3,276	\$3,276	\$3,276
Fridge	\$2,052	\$2,052	\$2,052
Schools to Tools Tractor and Trailer - not in serv	\$925,344	\$925,344	\$925,344
Total of all lines above	\$1,230,571	\$1,230,571	\$1,230,571
		Less Reinvestments	\$0
(The total from Net Purchases Line will be automatically entered in Item 60.)		Net Purchases	\$1,230,571

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

SCHEDULE 10 - OTHER LIABILITIES

FILE NUMBER: 540-444

Description (A)	Amount at End of Period (B)
Due to Members	\$10,539
Accrued Interest	\$14,252
Total Other Liabilities (Total will be automatically entered in Item 33, Column(D))	\$24,791

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

	(A) Name	(B) Title	(C) Status	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
I	Schedule 15 Representational Activities	97 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	3 %
A	Williamson , Rich			\$133,676	\$1,800	\$1,872	\$520	\$137,868		
B	Trustee									
C	C									
I	Schedule 15 Representational Activities	88 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	6 %	Schedule 19 Administration	6 %
A	Turnwald , Leon			\$0	\$0	\$0	\$0	\$0		
B	Trustee									
C	P									
I	Schedule 15 Representational Activities	77 %	Schedule 16 Political Activities and Lobbying		Schedule 17 Contributions	0 %	Schedule 18 General Overhead	13 %	Schedule 19 Administration	10 %
Total Officer Disbursements				\$1,105,904	\$213,700	\$50,239	\$19,760	\$1,389,603		
Less Deductions								\$322,092		
Net Disbursements								\$1,067,511		

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

SCHEDULE 13 - MEMBERSHIP STATUS

FILE NUMBER: 540-444

Category of Membership (A)	Number (B)	Voting Eligibility (C)
Apprentices	1,409	Yes
Regular members	7,148	Yes
Early retirees	1,405	Yes
Retirees	1,535	Yes
SS/Disabled members	427	Yes
Called to military service	0	Yes
Honorary	1,102	Yes
Pre Apprentice	37	Yes
Walk-ins	1	No
Members (Total of all lines above)	13,064	
Agency Fee Payers*		
Total Members/Fee Payers	13,064	

*Agency Fee Payers are not considered members of the labor organization.

Form LM-2 (Revised 2010); (Tech. Rev. 2/2013)

DETAILED SUMMARY PAGE - SCHEDULES 14 THROUGH 19

FILE NUMBER: 540-444

SCHEDULE 14 OTHER RECEIPTS	
1. Named Payer Itemized Receipts	\$3,158,726
2. Named Payer Non-itemized Receipts	\$22,519
3. All Other Receipts	\$62,465
4. Total Receipts	\$3,243,710

SCHEDULE 15 REPRESENTATIONAL ACTIVITIES	
1. Named Payee Itemized Disbursements	\$1,267,721
2. Named Payee Non-itemized Disbursements	\$414,300
3. To Officers	\$1,028,638
4. To Employees	\$3,515,181
5. All Other Disbursements	\$272,084
6. Total Disbursements	\$6,497,924

SCHEDULE 16 POLITICAL ACTIVITIES AND LOBBYING	
1. Named Payee Itemized Disbursements	\$447,500
2. Named Payee Non-itemized Disbursements	\$50,714
3. To Officers	\$0
4. To Employees	\$182,471
5. All Other Disbursements	\$11,743
6. Total Disbursements	\$692,428

SCHEDULE 17 CONTRIBUTIONS, GIFTS & GRANTS	
1. Named Payee Itemized Disbursements	\$0
2. Named Payee Non-itemized Disbursements	\$0
3. To Officers	\$0
4. To Employees	\$4,765
5. All Other Disbursements	\$9,970
6. Total Disbursements	\$14,735

SCHEDULE 18 GENERAL OVERHEAD	
1. Named Payee Itemized Disbursements	\$1,473,951
2. Named Payee Non-itemized Disbursements	\$1,222,368
3. To Officers	\$173,200
4. To Employees	\$1,145,545
5. All Other Disbursements	\$360,388
6. Total Disbursements	\$4,375,452

SCHEDULE 19 UNION ADMINISTRATION	
1. Named Payee Itemized Disbursements	\$463,102
2. Named Payee Non-itemized Disbursements	\$65,587
3. To Officers	\$187,764
4. To Employees	\$381,469
5. All Other Disbursements	\$78,701
6. Total Disbursements	\$1,176,623

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Change Media Group 776850	EMU Ads for non union work	01/04/2023	\$6,974
	Website development	12/20/2022	\$12,490
	EMU Ads for non union work	03/14/2023	\$8,014
Chicago	School to tools (pencils, lanyards, mugs	04/10/2023	\$39,170
IL	School to tools (pencils, lanyards, mugs	05/30/2023	\$170,406
60677	School to tools (pencils, lanyards, mugs	06/29/2023	\$5,015
Type or Classification	Mailing to members and digital ads	09/08/2022	\$129,941
(B)	Right to work and prevailing wage ads	03/07/2023	\$52,015
Media - nonprofit advertising	Total Itemized Transactions with this Payee/Payer		\$424,025
	Total Non-Itemized Transactions with this Payee/Payer		\$9,823
	Total of All Transactions with this Payee/Payer for This Schedule		\$433,848

Name and Address (A)			
Metropolitan Affairs Coalition 1001 Woodward Ave Ste 1400 Detroit MI 48226	Purpose (C)	Date (D)	Amount (E)
	2023 Donation	03/07/2023	\$7,000
	Total Itemized Transactions with this Payee/Payer		\$7,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$7,000
Type or Classification (B)			
Not-for-profit organization			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Detroit Progress Fund 32183 Detroit MI 48232	2022 Donation	07/21/2022	\$20,000
	2023 Donation	02/07/2023	\$10,000
	Total Itemized Transactions with this Payee/Payer		\$30,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$30,000
Type or Classification (B)			
Not-for-profit Political Organization			
Name and Address (A)			
Hugh Madden 711 Prospect Sault Ste Marie MI 49783			
	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		\$25,914
	Total of All Transactions with this Payee/Payer for This Schedule		\$25,914
	Type or Classification (B)		
Lobbyist			
Name and Address (A)			
iVote Fund 611 Pennsylvania Ave SE Washington DC DC 20003			
	Sponsorship of election race	10/03/2022	\$50,000
	Total Itemized Transactions with this Payee/Payer		\$50,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$50,000
Type or Classification (B)			
Political organization			
Name and Address (A)			
Impact Detroit 9930 Greenfield Rd Detroit MI 48227			
	2022 Donation	10/03/2022	\$5,000
	Total Itemized Transactions with this Payee/Payer		\$5,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$5,000
Type or Classification (B)			
Community service organization			
Name and Address (A)			
Michigan Civic Action Fund 28342 Dartmouth St Madison Heights MI 48071			
	Redistricting support - MDA 2023 cycle	04/18/2023	\$10,000
	Total Itemized Transactions with this Payee/Payer		\$10,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$10,000
Type or Classification (B)			
Voting committee			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Michigan Civic Education Fund 28342 Dartmouth St Madison Heights MI 48071	Donor alliance 2023 - 2024 dues	04/18/2023	\$10,000
	Total Itemized Transactions with this Payee/Payer		\$10,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$10,000
Type or Classification (B)			
Labor fund			
Michigan Strong 10058 Lansing MI 48901	Donation for Governor inaugural events	01/02/2023	\$50,000
	Total Itemized Transactions with this Payee/Payer		\$50,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$50,000
Type or Classification (B)			
Political fund			
MI State AFL-CIO Workforce Development Fund 419 S Washington Square Lansing MI 48933	Sponsorship 2023	05/30/2023	\$5,000
	Total Itemized Transactions with this Payee/Payer		\$5,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$5,000
Type or Classification (B)			
Industry promotion fund			
Progress Michigan 614 Seymour Ave Lansing MI 48933	Stand Up Progress 2023	02/13/2023	\$7,500
	Total Itemized Transactions with this Payee/Payer		\$7,500
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$7,500
Type or Classification (B)			
Political action fund			
Promise to the People Fund 10030 Lansing MI 48901	2023 Donation	10/03/2022	\$100,000
	Total Itemized Transactions with this Payee/Payer		\$100,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$100,000
Type or Classification (B)			
Political organization			

69. ADDITIONAL INFORMATION SUMMARY

FILE NUMBER: 540-444

Question 10: Carpenters' Apprenticeship Reimbursement Program 11687 American Avenue, Suite 100, Detroit MI 48204 EIN: 38-3568247 Year-End: 04/30 Form 990 filed with the Internal Revenue Service Carpenters' Guranty Fund 22260 Haggerty Road, Suite 350, Northville MI 48167 EIN: 38-3568247 Year-End: 04/30 Form 990 filed with the Internal Revenue Service Carpenters' Fringe Benefit Funds Joint Delinquency Committee 22260 Haggerty Road, Suite 350, Northville MI 48167 EIN: 38-3345174 Year-End: 04/30 Form 990 filed with the Internal Revenue Service Carpenters' Pension Trust Fund - Detroit and Vicinity PO Box 4540, Troy, MI 48099-4540 EIN: 38-6242188 Plan #001 Year-End: 04/30 Form 5500 filed with the Department of Labor and Form 990T filed with the Internal Revenue Service Michigan Statewide Carpenters and Millwrights Joint Apprenticeship & Training Fund 6525 Centurion Drive, Lansing, MI 48917 EIN: 47-1972321 Year-End: 08/31 Form 990 filed with the Internal Revenue Service Carpenters Labor Management Partnership Team 11687 American Avenue, Suite 100, Detroit, MI 48204 EIN: 38-6495411 Year-End: 04/30 Form 990 filed with the Internal Revenue Service Michigan Carpenters Health Care Fund 6525 Centurion Drive, Lansing, MI 48917 EIN: 38-6058383 Plan #501 Year-End: 08/31 Form 5500 filed with the Department of Labor and Form 990 filed with the Internal Revenue Service Michigan Carpenters Pension Fund 6525 Centurion Drive, Lansing, MI 48917 EIN: 38-6085394 Plan #001 Year-End: 08/31 Form 5500 filed with the Department of Labor Michigan Regional Council of Carpenters' Annuity Fund PO Box 4540, Troy, MI 48099-4540 EIN: 38-3240423 Plan #001 Year-End: 04/30 Form 5500 filed with the Department of Labor Michigan Regional Council of Carpenters' Community Service Fund 11687 American Avenue, Suite 200, Detroit, MI 48243 EIN: 38-3351974 Year-End: 06/30 Form 990 filed with the Internal Revenue Service Michigan Regional Council of Carpenters' Employee Benefits Fund PO Box 4540, Troy, MI 48099-4540 EIN: 38-3329300 Plan #001 Year-End: 04/30 Form 5500 filed with the Department of Labor and Form 990 filed with the Internal Revenue Service Millwrights Local 1102 Supplemental Pension Fund 6525 Centurion Drive, Lansing, MI 48917 EIN: 38-6216941 Plan #001 Year-End: 04/30 Form 5500 filed with the Department of Labor Millwrights Local 1102 Vacation and Holiday Fund 6525 Centurion Drive, Lansing, MI 48917 EIN: 38-27071688 Plan #501 Year-End: 04/30 Form 5500 filed with the Department of Labor and Form 990 filed with the Internal Revenue Service

Question 11(a):

Question 11(a) : : Michigan Regional Council of Carpenters Political Action Committee 11687 American Avenue, Detroit, MI 48243 EIN: 91-2070214 Year End: 06/30 Form 990 filed with the Internal Revenue Service, Quarterly reports filed with the State of Michigan Attorney

General.

Question 11(b):

Question 11(b) : : Michigan Regional Council of Carpenters' Properties Holding Company, LLC 11687 American Avenue, Detroit, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND AUDIT REPORT ATTACHED TO THIS LM-2 Michigan Regional Council of Carpenters' Holding Company, LLC 11687 American Avenue, Detroit, MI 48243 PURPOSE TO HOLD PROPERTY OF THE FILING ORGANIZATION FINANCIAL INFORMATION AND AUDIT REPORT ATTACHED TO THIS LM-2

Question 12: An Audit was performed by an outside accountant: Bultynck & Co., P.L.L.C. 15985 Canal Road Clinton Township, MI 48038 Phone: 586-286-7300 Fax: 586-286-9986 E-mail: cscott@bultynck.com Audit report is attached for fiscal year ended 06/30/2023

Question 15: Disbursement of T-Shirts, hats, and stickers at local union meetings. Fixed assets were disposed of once lease on the 11th floor of the Renaissance Center ended. Since lease is now ended, all leasehold improvement amounts and security deposits are now \$0. No cash was received for the sale of the fixed assets, see

Schedule 3 Sale of Investments and Fixed Assets. Cost of assets disposed were \$856,273 with a book value of \$476,918. Security deposit was not returned in the amount of \$11,050.00.

Question 16: All assets of the Michigan Regional Council of Carpenters are collateral for the mortgage on the Michigan Regional Council of Carpenters Properties Holding Company LLC's building at 500 Reno Drive, Wayland, MI 49348.

Schedule 2, Row1:

Schedule 2, Row1:

Schedule 2, Row2:

Schedule 2, Row2:

Schedule 2, Row3:

Schedule 2, Row3:

Schedule 9, Row1:

Schedule 9, Row1:

Schedule 9, Row2:

Schedule 9, Row2:

JSINESS

Whitmer appointee, donor gets \$20M business grant with disputed sponsor



Beth LeBlanc

The Detroit News

Published 11:00 p.m. ET March 19, 2023

Lansing — A campaign donor and appointee of Gov. Gretchen Whitmer is poised to receive a \$20 million state grant for her Oakland County-based nonprofit that seeks to attract international startup businesses to Michigan.

The grant recipient and Whitmer appointee, Fay Beydoun, filed paperwork to incorporate Global Link International 10 days after the Michigan Legislature appropriated \$20 million to her organization on July 1, state records show.

Beydoun, an Oakland County businesswoman, sits on the executive committee of the Michigan Economic Development Corp., which administers Beydoun's grant and annually doles out tens of millions of dollars in economic development incentives to existing and prospective businesses. In 2019, Whitmer appointed Beydoun to the MEDC board as well as the state's Commission on Middle Eastern American Affairs.

Details on how the grant will be used are still lacking in the paperwork recently filed with the State Budget Office. The \$20 million was among nearly \$1 billion in so-called "enhancement grants" for pet projects sought by lawmakers that were tucked into the state's \$76 billion state budget hours before passage during the early morning hours of July 1.

The grant's legislative sponsor is listed as then-House Speaker Jason Wentworth on documents submitted in recent weeks to the State Budget Office, but Wentworth denies he sought the funding.

The Farwell Republican said he met with Beydoun about her plans for Global Link International before budget negotiations started in earnest, but he said he decided not to

prioritize state funding for the project after that meeting.

"It's not something that I opposed, but it's not something that I made a priority or supported," Wentworth told The Detroit News. "I did not advocate for this."

Both Beydoun and Sharif Hussein, an Okemos businessman and political donor who helped advocate for the grant, maintain Wentworth was the sponsor.

Beydoun, who is executive director of the American Arab Chamber of Commerce and was elected second vice chair for the Michigan Democratic Party in 2021, defended the project as an asset to Michigan's economy.

With the grant, Beydoun said she plans to convince international businesses and startups to move to Michigan. But she released few other details about the project — such as the number of individuals who might be employed with the grant — because plans are still being developed.

"This is a way for the state of Michigan to be proactive," Beydoun told The News. "Our economies have become so global that we need to be more proactive and think ahead."

At the time he met with Beydoun about the project, Wentworth said, she was only asking for \$5 million. Months later, a \$20 million, four-year grant ended up in an annual state budget for the fiscal year that began Oct. 1.

More: 'Shady as hell': How Michigan's secretive budget benefits developers, donors

Beydoun signed the paperwork to form the nonprofit June 27 — three days before the passage of the state budget — and filed the paperwork with the state on July 11. The nonprofit is registered at Beydoun's home address in Oakland County, according to state business records.

Whitmer's office, which was in the room for many of the negotiations, also maintained Wentworth sponsored the grant, which the administration described as an effort to "attract international entrepreneurs and companies as part of the state's broader economic strategy."

"We continue to land a record number of jobs as we win major projects and bring supply chains home, and hope these efforts will help us create even more jobs," Whitmer

spokesman Bobby Leddy said.

Then-Rep. Thomas Albert, the Lowell Republican who chaired the House Appropriations Committee last year, said he wasn't involved with the grant. Then-Sen. Jim Stamas, the Midland Republican who chaired the Senate Appropriations Committee, said he didn't recall the grant.

The State Budget Office disclosed the grant application, with the first details on the recipient and sponsor, to The News in early March, eight months after the historic \$76 billion budget was passed. In the coming weeks, the Michigan Economic Development Corp. will consider the application and enter an agreement with Beydoun — a member of its own executive committee — that would provide half of the money for the project upfront and the other half later on.

The project was among 140 items to receive about \$1 billion in grant funding in the state's \$76 billion budget after negotiations were conducted largely behind closed doors. The final spending plan, including the list of pet projects, was unveiled a few hours before lawmakers were asked to vote on it.

Many of the 140 projects included few to no details about who the money would benefit or how it would be spent. Some lawmakers have said they were unaware of projects in their own districts that received funding.

More: Legislature's \$1B spending spree obscured backers, aided donors, disclosures show

Contested sponsorship

While Wentworth denied sponsoring the grant for Global Link International, he said he was familiar with the request.

Wentworth, who left office at the end of December, said he met with Beydoun and others about the project months before budget negotiations reached a peak in June and determined at that time that the grant was not a priority. He said he was unaware he was listed as the sponsor until he was contacted by The News earlier this month.

The State Budget Office, when asked about the contested sponsorship, referred questions to legislative staffers for Republicans now in the House's minority caucus. House Republican

spokesman Jeremiah Ward said staffers stood by the listing of Wentworth on the application.

Beydoun initially told The News she didn't remember which lawmaker sponsored the project. When informed that the grant application listed Wentworth as the sponsor, she said the former speaker was the sponsor.

"I spoke with multiple people," Beydoun said. "It was an effort from many different sources. It wasn't just one person in particular. They all felt like it was something that was much needed."

Hussein, the Okemos businessman who is a frequent donor to Republican and Democratic politicians, said he helped to advocate for the project on behalf of Beydoun, a friend. Hussein said there was "bipartisan support" for the project, but it was "absolutely" his understanding that Wentworth was the sponsor.

"I thought it was a great idea," Hussein said. "We need that for the economy of Michigan."

Beydoun said the nonprofit that received the funding is meant to proactively pursue global investments from international startups to locate in Michigan. She said the four-year, \$20 million grant will not fund the total program and that the initiative will be seeking other funding.

"The funding is for the establishment and then, after that, for the operation of the program," Beydoun said.

The application for the grant says the nonprofit will focus "on next-generation medical services and equipment; agriculture; engineering, design, and development; and other technology-focused industries. Funds shall be used for the establishment of the accelerator and operating support."

Beydoun's political contributions over the past two years have been exclusive to Democratic candidates, groups and initiatives, according to campaign finance records. Beydoun was elected second vice chair of the Michigan Democratic Party in 2021 and currently chairs the Arab American Democrats caucus within the state party.

In 2021, she contributed \$2,750 to Whitmer for a total cumulative contribution of \$9,900 since 2019, according to state campaign finance records.

Hussein, an appointee of Whitmer's to the Children's Trust Fund, is a donor to both Whitmer and Wentworth, along with several other lawmakers, records show.

In 2021, Hussein contributed \$100,000 to Whitmer's gubernatorial campaign, \$10,000 to the Wentworth Majority Fund and \$15,000 to the House Republican Campaign Committee. Between 2021 and 2022, he contributed more than \$15,000 to political action committees associated with now-House Republican Leader Matt Hall of Richland Township and \$17,000 to committees associated with Senate Minority Leader Aric Nesbitt, R-Porter Township.

More: Michigan lawmakers gave \$10M to housing project. Then campaign cash flowed

MEDC board members get funding

After groups like Global Link International submit enhancement grant applications, the MEDC prepares draft agreements with the recipients, then distributes 50% of the grant money upfront and 50% later on. The recipient is required to provide quarterly reports as well as a final report at the end of the grant term, according to the State Budget Office.

The MEDC, when asked about a potential conflict between Beydoun's role at the MEDC and the corporation's administration of the grant, said the MEDC's executive committee did not oversee the grant funding.

"MEDC simply administers legislative enhancement grants — including recipient, grant requirements and grant structures — based on the requirements of the legislation" passed by lawmakers, MEDC spokesman Otie McKinley said.

Beydoun is not the only MEDC executive committee member who received grant funding through the July budget deal.

The Regional Council of Carpenters and Millwrights, whose president, Thomas Lutz, serves on the MEDC executive committee with Beydoun, received \$5 million for skilled trades promotion.

Lawmakers designated about \$100 million toward the construction of a University of Michigan satellite campus in downtown Detroit that is part of a real estate development being pursued by billionaire Stephen Ross and the Ilitch family's Olympia Development and UM. Mike McLauchlan, vice president of government affairs for Ilitch Holdings, is on the MEDC executive committee.

Ferris State University's Jim Crow museum received a \$1 million enhancement grant; the university's president, Bill Pink, also is on the MEDC's executive committee.

More: \$100M landfill cleanup fund likely to aid GOP ex-chair's development site

In separate budget items, lawmakers allocated \$50 million toward the extension of natural gas lines to rural areas — a grant program that is likely to benefit both DTE Energy and Crystal Mountain Ski Resort, which DTE plans to run a natural gas line to. The MEDC's executive committee includes Crystal Mountain Resorts President Chris MacInnes and former DTE Energy chief administrative officer David Meador.

The money for that grant program is run through the Michigan Public Service Commission, not the MEDC.

eleblanc@detroitnews.com

Staff Writer Craig Mauger contributed.

Labor Voices: Programs ensure skilled trades opportunities for students

Tom Lutz The Detroit News

Published 8:00 p.m. ET April 23, 2024 | Updated 8:00 p.m. ET April 23, 2024

The average age of a first-year carpenter apprentice is 27 years old. Many of these apprentices begin their construction career only after going to college and pursuing another profession.

When I talk with them, they often tell me that college was simply the next step they were expected to take after high school and that they would've pursued construction sooner if they had known it was an option. Instead, they took on unnecessary debt and needlessly delayed earning a great living that includes high-quality healthcare and retirement benefits.

Construction certainly isn't for everyone, but for those it is, it's often the only thing they can imagine doing with their lives. Of course, the same can be said for many careers, and that's why it is so vital that young people have options. College is a great choice, but so is the four-year, debt-free skilled trades education offered through an earn-while-you-learn union apprenticeship.

That's why, with the help of a state grant administered by the Michigan Department of Labor and Economic Opportunity, we developed the "Schools to Tools" program to ensure every high school student in the state graduates with an understanding of what the skilled trades have to offer. We designed the program to provide educators with the training and resources to engage their students about skilled trades career opportunities and pathways. Teachers and counselors become educators by going to college. It's what they know, so it's only natural that they are already good at talking to students about what college looks like.

By offering educators state-recognized professional development, known in K-12 circles as SCECH hours, we want to make every educator an effective resource for students who wish to explore the trades as an option.

Next, we created our Mobile Field Trip. This is a 44' semi-truck jam-packed with hands-on challenges and virtual reality exhibits that let students try out construction. When we roll up to a school for the day, students can try driving a nail, leveling a fixture and using plans to frame

facets of how different trades work together using augmented reality and experience a 3D virtual reality tour of some of Michigan's most iconic construction sites.

We found that students in vocational education programs already know about construction opportunities, so we designed this experience to reach a more general audience, and we follow up our visits by inviting students and their parents to tour our state-of-the-art training center campuses.

Through Schools to Tools and many other programs, we and our brothers and sisters across the trades are stepping up to the plate to give young people the same opportunities we've had to build a better world. Since September, we've reached more than 7,500 students with our Mobile Field Trip, and nearly 1,700 have requested more information about skilled trades. At middle and high schools across Michigan, we find students excited to learn about skilled trades careers and ready to become a part of what NPR calls the "Toolbelt Generation."

There's never been a bigger need for skilled workers or a better time to start a skilled trades career.

Tom Lutz is executive secretary-treasurer of the Michigan Regional Council of Carpenters and Millwrights.



MICHIGAN STRATEGIC FUND

DATE: March 15, 2019

TO: The Honorable Gretchen Whitmer
Governor of Michigan

Members of the Michigan Legislature

FROM: Jeff Mason, President
Michigan Strategic Fund

SUBJECT: FY 2018 MSF-MEDC Annual Report

The Michigan Strategic Fund (MSF) is required to submit an annual report to the Michigan Legislature summarizing activities and program spending for the previous fiscal year. This requirement is contained within the Michigan Strategic Fund Act (1984 PA 270) and budget boilerplate.

Attached you will find the annual report for the MSF and the Michigan Economic Development Corporation (MEDC) as required in Section 1007 of 2018 PA 207 as well as the consolidated MSF Act reporting requirements found in Section 9 of the MSF Act (MCL 125.2009).

In an effort to further consolidate legislative reporting, the attachment also includes the following budget boilerplate reports.

- Michigan Business Development Program and Michigan Community Revitalization Program amendments – Section 1006
- Jobs for Michigan Investment Fund – Section 1010
- Michigan Film and Digital Media Office Activities – Section 1033
- Business Incubators and Accelerators annual report – Section 1034

Also included in the attachment is an annual status report for the Community College Skilled Trades Equipment Program (CCSTEP) which is now administered by the Talent Investment Agency.

Please contact the MEDC Office of Government Relations at 517.335.1847 if you have any questions.

Attachment

cc: Chris Kolb, State Budget Director
Chris Harkins, Director, Senate Fiscal Agency
Mary Ann Cleary, Director, House Fiscal Agency
Gary Randall, Clerk, Michigan House of Representatives
Margaret O'Brien, Secretary of the Senate



MICHIGAN STRATEGIC FUND

MEMORANDUM

DATE: March 12, 2021

TO: The Honorable Gretchen Whitmer, Governor of Michigan
Members of the Michigan Legislature

FROM: Mark Burton, President, Michigan Strategic Fund

SUBJECT: FY 2020 MSF/MEDC Annual Report

The Michigan Strategic Fund (MSF) is required to submit an annual report to the Governor and the Michigan Legislature summarizing activities and program spending for the previous fiscal year. This requirement is contained within the Michigan Strategic Fund Act (Public Act 270 of 1984) and budget boilerplate.

Attached you will find the annual report for the MSF and the Michigan Economic Development Corporation (MEDC) as required in by Section 1004 of Public Act 166 of 2020 as well as the consolidated MSF Act reporting requirements found in Section 125.2009 of the MSF Act. Additionally, you will find an executive summary at the forefront of the report that provides a year-in-review snapshot of activities, including COVID-19 relief programs to support Michigan businesses and communities.

To further consolidate legislative reporting, the attachment includes the following budget boilerplate reports:

- Michigan Business Development Program and Michigan Community Revitalization Program amendments (Section 1006)
- Corporate budget, revenue, expenditures/activities and state vs. corporate FTEs (Section 1007)
- Jobs for Michigan Investment Fund (Section 1010)
- Michigan Film incentives status (Section 1032)
- Michigan Film & Digital Media Office activities (Section 1033)
- Business incubators and accelerators annual report (Section 1034)

The following programs are not included in the FY 2020 report:

- The Community College Skilled Trades Equipment Program was created in 2015 to provide funding to community colleges to purchase equipment required for educational programs in high-wage, high-skill, and high-demand occupations. All 18 colleges that were awarded funding have purchased and installed their equipment related to the \$50 million. The program is in a monitoring phase and debt service payments on the limited obligation revenue bonds authorized by the MSF will continue until 2027.
- The Centers of Innovation Program was established by Public Act 221 of 2012 to accelerate the commercialization of innovative technologies. A \$5 million grant awarded to SRI International for a period of five years ended in February 2019 and no additional progress reports are required.

Please contact the MEDC Office of Government Relations at 517.335.1847 if you have any questions.

Attachment

cc: Dave Massaron, State Budget Director
Chris Harkins, Director, Senate Fiscal Agency
Mary Ann Cleary, Director, House Fiscal Agency
Margaret O'Brien, Secretary of the Senate
Gary Randall, Clerk, Michigan House of Representatives



2020 ANNUAL REPORT



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

PURE MICHIGAN®

MICHIGAN SUPPLIER DIVERSIFICATION FUND

The Michigan Supplier Diversification Fund (MSDF) operates three loan enhancement programs designed to help traditional manufacturers capitalize on growth opportunities and add new customers. A loan enhancement program, the Michigan Loan Participation Program (LPP) offsets a borrower’s cash flow deficiency by purchasing a portion of a lender’s credit facility and offers a grace period on the MSF’s portion. A second program, the Michigan Collateral Support Program (CSP), balances a borrower’s collateral shortfall by depositing cash collateral into a lending institution to create an “in policy” loan for the senior lender. The Loan Guarantee Program (LGP) serves to provide a guarantee to the Lender for a portion of the total credit exposure. All three programs are designed

to facilitate greater access to capital and are measured according to the leverage they create.

Michigan was the first state that received federal funds through the State Small Business Credit Initiative (SSBCI), part of the Small Business Jobs Act signed into law in September 2010, and was awarded approximately \$79.1 million to back small business loans. The goal of the federal program is to help small businesses obtain loans for at least \$10 for every one dollar the state provides in support. In May 2011, the MSF board approved the SSBCI program, which is essentially a federal version of the MSDF program. Like MSDF, SSBCI also operates CSP and LPP programs.

MSDF STATE AWARDS									
Fiscal year 2020: 10/01/2019–09/30/2020									
Date of close	Company	Municipality	County	Type of funding	Total loan amount	MSF share	Current industry	Closing fee ¹	Estimated annual fees ¹
10/30/19	Hosler Mechanical Inc.	Ferndale	Oakland	MSDF-CSP	\$4,000,000	\$1,996,000	Other	\$34,930	\$19,960
TOTAL					\$4,000,000	\$1,996,000		\$34,930	\$19,960

Additional loans induced by MSDF²	\$0
Total leverage	\$4,000,000
Leverage ratio	2.00

1 Closing and annual fees are different depending on whether they are a result of an MSDF program or an SSBCI (federal) program. For MSDF, all costs and fees are returned to the Jobs for Michigan Investment Fund and recommitted to the MSDF program. For SSBCI projects, they are returned to the SSBCI program and may be used either to offset costs to administer the program or to fund new transactions under the program.

2 Additional loans induced includes loans that were a part of the total loan package, but did not receive a loan enhancement.

SSBCI FEDERAL AWARDS**SSBCI FEDERAL AWARDS**

Fiscal year 2020: 10/01/2019–09/30/2020

Date of close	Company	Municipality	County	Type of funding	Total loan amount	MSF share	Current industry	Closing fee ¹	Estimated annual fees ¹
11/29/19	American Broach and Machine Company	Ann Arbor	Washtenaw	SSBCI-CSP	\$1,700,000	\$848,300	Other	\$16,996	\$8,483
01/17/20	Loose Plastics Inc.	Gladwin	Gladwin	SSBCI-CSP	\$4,660,000	\$1,369,375	Advanced manufacturing	\$23,964	\$13,694
01/17/20	Ground Test Solutions LLC	Dimondale	Ingham	SSBCI-CSP	\$1,000,000	\$499,000	Other	\$9,980	\$4,990
02/28/20	Jedco Inc.	Grand Rapids	Kent	SSBCI-CSP	\$4,000,000	\$1,996,000	Advanced manufacturing	\$34,930	\$19,960
03/27/20	Supply Line International LLC	Novi	Oakland	SSBCI-CSP	\$4,898,705	\$999,000	Other	\$19,980	\$9,990
03/31/20	NFI National Filters Inc.	Harbor Beach	Huron	SSBCI-CSP	\$394,040	\$196,625	Manufacturing	\$1,966	\$1,966
04/16/20	L&L Machine and Tool Inc.	Jackson	Jackson	SSBCI-CSP	\$1,295,000	\$646,205	Other	\$12,924	\$6,462
04/03/20	Cherry Republic	Glen Arbor	Grand Traverse	SSBCI-CSP	\$500,000	\$249,500	Other	\$2,495	\$4,990
06/26/20	Jumperz LLC	Birmingham	Oakland	SSBCI-CSP	\$360,000	\$52,000	Regional impact (other manufacturing)	\$520	\$520
TOTAL					\$18,807,745	\$6,856,005		\$123,755	\$71,055

¹ Closing and annual fees are different depending on whether they are a result of an MSDF program or an SSBCI (federal) program. For MSDF, all costs and fees are returned to the Jobs for Michigan Investment Fund and recommitted to the MSDF program. For SSBCI projects, they are returned to the SSBCI program and may be used either to offset costs to administer the program or to fund new transactions under the program.

² Additional loans induced includes loans that were a part of the total loan package, but did not receive a loan enhancement.

Additional Loans Induced by SSBCI ²	\$8,727,000
Total leverage	\$27,534,745
Leverage ratio	4.02



MICHIGAN STRATEGIC FUND

MEMORANDUM

DATE: March 15, 2022

TO: The Honorable Gretchen Whitmer, Governor of Michigan
Members of the Michigan Legislature

FROM: Quentin L. Messer Jr., President, Michigan Strategic Fund

SUBJECT: FY 2021 MSF/MEDC Annual Report

The Michigan Strategic Fund (MSF) is required to submit an annual report to the governor and the Michigan Legislature summarizing activities and program spending for the previous fiscal year. This requirement is contained within the Michigan Strategic Fund Act (Public Act 270 of 1984) and budget boilerplate.

Attached you will find the annual report for the MSF and the Michigan Economic Development Corporation (MEDC) as required in Section 1004 of Public Act 87 of 2021 as well as the consolidated MSF Act reporting requirements found in Section 125.2009 of the MSF Act.

To further consolidate legislative reporting, the attachment includes the following budget boilerplate reports.

- Michigan Business Development Program and Michigan Community Revitalization Program amendments: Section 1006
- Corporate budget, revenue, expenditures/activities and state vs. corporate FTEs: Section 1007
- Jobs for Michigan Investment Fund: Section 1010
- Michigan Film incentives status: Section 1032
- Michigan Film & Digital Media Office activities: Section 1033
- Business incubators and accelerators annual report: Section 1034

The following program, included in previous annual reports, has been removed from the FY 2021 report.

- Façade Improvement Grant Program: All funds were dispersed in FY 2020

Public Act 257 of 2020, which provided FY 2021 supplemental appropriations, allocated \$55 million and \$3.5 million to the MSF to create and execute the Michigan Small Business Survival Grant Program and the Michigan Stages Survival Grant Program, respectively. Both programs had statutory reporting requirements and those reports were submitted to the legislature earlier in the fiscal year. The reports are available at www.michiganbusiness.org/reports-data/transparency/.

Please contact the MEDC Office of Government Relations at 517.335.1847 if you have any questions.

Attachment

cc: Chris Harkins, State Budget Director
Kathryn Summers, Director, Senate Fiscal Agency
Mary Ann Cleary, Director, House Fiscal Agency
Margaret O'Brien, Secretary of the Senate
Gary Randall, Clerk, Michigan House of Representatives

FISCALLYEAR2021

MSF/MEDC **Annual Report** to the **Legislature**



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

SSBCI FEDERAL AWARDS

SSBCI FEDERAL AWARDS									
Fiscal year 2021: 10/01/2020–09/30/2021									
Date of close	Company	Municipality	County	Type of funding	Total loan amount	MSF share	Current industry	Closing fee¹	Estimated annual fees¹
10/30/20	Innotec	Zeeland	Ottawa	SSBCI-CSP	\$14,000,000	\$2,700,000	Regional impact: other mfg	\$27,000	\$27,000
12/10/20	GLIDRS LLC	Haslett	Ingham	SSBCI-CSP	\$750,000	\$150,000	Other	\$1,500	\$1,500
12/23/20	West Michigan Sawmill of Clarksville LLC	Clarksville	Ionia	SSBCI-CSP	\$1,050,000	\$523,000	Other	\$5,230	\$5,230
01/28/21	UBC/Michigan Regional Council of Carpenters	Ferndale	Wayne	SSBCI-CSP	\$24,000,000	\$5,000,000	Professional and corporate services	\$50,000	\$50,000
02/26/21	Kelly Dewatering and Construction Company	Grand Rapids	Kent	SSBCI-CSP	\$2,900,000	\$965,000	Other	\$9,650	\$9,650
04/23/21	Pentar Stamping Inc.	Blackman Township	Jackson	SSBCI-CSP	\$500,000	\$160,000	Advanced mfg.	\$1,600	\$1,600
05/13/21	C.J. Holdings UP LLC	Gladstone	Delta	SSBCI-CSP	\$200,000	\$99,800	Other	\$998	\$998
05/13/21	C.J. Holdings UP LLC	Gladstone	Delta	SSBCI-CSP	\$400,000	\$199,600	Other	\$1,996	\$1,996
05/13/21	C.J. Holdings UP LLC	Gladstone	Delta	SSBCI-CSP	\$1,339,000	\$668,161	Other	\$6,682	\$6,682
06/17/21	B & T Group Enterprises LLC	Hastings	Barry	SSBCI-CSP	\$1,620,000	\$808,000	Other	\$8,080	\$8,080
07/30/21	Superior Foods Co.	Kentwood	Kent	SSBCI-CSP	\$10,000,000	\$2,500,000	Other	\$25,000	\$25,000
09/29/21	Chart House Energy	Muskegon	Muskegon	SSBCI-CSP	\$500,000	\$249,500	Other	\$2,495	\$2,495
09/09/21	18th Street Deli	Hamtramck	Wayne	SSBCI-CSP	\$300,000	\$149,700	Other	\$1,497	\$1,497
09/09/21	18th Street Deli	Hamtramck	Wayne	SSBCI-CSP	\$1,352,000	\$674,648	Other	\$6,746	\$6,746
TOTAL					\$58,911,000	\$14,847,409		\$148,474	\$148,474

Additional Loans Induced by SSBCI²	\$10,350,881
Total leverage	\$69,261,881
Leverage ratio	4.66

¹ Closing and annual fees are different depending on whether they are a result of an MSDF program or an SSBCI (federal) program. For MSDF, all costs and fees are returned to the Jobs for Michigan Investment Fund and recommitted to the MSDF program. For SSBCI projects, they are returned to the SSBCI program and may be used either to offset costs to administer the program or to fund new transactions under the program.

² Additional loans induced includes loans that were a part of the total loan package, but did not receive a loan enhancement.



MICHIGAN STRATEGIC FUND

MEMORANDUM

DATE: March 15, 2023

TO: The Honorable Gretchen Whitmer
Governor of Michigan
Members of the Michigan Legislature

FROM: Quentin L. Messer Jr., President
Michigan Strategic Fund

SUBJECT: FY 2022 MSF/MEDC Annual Report

The Michigan Strategic Fund (MSF) is required to submit an annual report to the governor and the Michigan Legislature summarizing activities and program spending for the previous fiscal year. This requirement is contained within the Michigan Strategic Fund Act (Public Act 270 of 1984) and budget boilerplate.

The annual report for the MSF and the Michigan Economic Development Corporation (MEDC) as required in Section 1004 of Public Act 166 of 2022 as well as the consolidated MSF Act reporting requirements found in Section 125.2009 of the MSF Act is available [here](#) on the transparency page of our website.

To further consolidate legislative reporting, the report includes the following budget boilerplate and statutory reports.

- Michigan Business Development Program and Michigan Community Revitalization Program amendments (Section 1006)
- Corporate budget, revenue, expenditures/activities and state vs. corporate FTEs (Section 1007)
- Jobs for Michigan Investment Fund (Section 1010)
- Michigan Film incentives status (Section 1032)
- Michigan Film & Digital Media Office activities (Section 1033)
- Business incubators and accelerators annual report (Section 1034)
- Community Revitalization and Placemaking Grant Program (Section 1094 of Public Act 87 of 2021)
 - » The FY 2022 Omnibus Budget appropriated \$100 million; an interim report summarizing the status of implementing the program was submitted to legislators on March 15, 2022, and a list of grants awarded to date was shared with legislators on September 7, 2022. The data included in this annual report meets boilerplate reporting requirements.
- Critical Industry Program and Strategic Site Readiness Program (Sections 88s and 88t; MSF Act)
- State Historic Tax Credit Program Report (Sections 266a[15] and 676[15] of Public Act 343 of 2020)

Public Act 87 of 2021, the FY 2022 Omnibus Budget, allocated \$3 million to the MSF to implement the Training Center Equipment Grants Program. The program had statutory reporting requirements and the report was submitted to the legislature on August 19, 2022. The report is available [here](#).

The following program, included in previous annual reports, has been removed from the FY 2022 report.

- Michigan Income & Principal-protected Growth Fund: program ended

Please contact our Office of Government Relations at medcgovrelations@michigan.org if you have any questions. In addition, please do not hesitate to contact me at messerq@michigan.org or 517.881.5861.

cc: Chris Harkins, State Budget Director
Kathryn Summers, Director, Senate Fiscal Agency
Mary Ann Cleary, Director, House Fiscal Agency
Dan Oberlin, Secretary of the Senate
Rich Brown, Clerk, Michigan House of Representatives

FISCAL YEAR 2022

MSF/MEDC
Annual Report
to the **Legislature**



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

SSBCI FEDERAL AWARDS

SSBCI FEDERAL AWARDS									
Fiscal year 2022: 10/01/2021-09/30/2022									
Date of Close	Company	Municipality	County	Type of Funding	Total Loan Amount	MSF Share	Current Industry	Closing Fee ¹	Estimated Annual Fees ¹
04/11/22	BAMF Health Inc.	Grand Rapids	Kent	SSBCI-CSP	\$7,000,000	\$3,000,000	Life sciences and medical devices	\$30,000	\$30,000
07/22/22	Mercato Place LLC	Zeeland	Ottawa	SSBCI-CSP	\$400,000	\$199,600	Other	\$1,996	\$1,996
11/30/21	Grace Engineering	Memphis	St. Clair	SSBCI-CSP	\$1,800,000	\$680,000	Other manufacturing (regional impact)	\$6,800	\$6,800
11/30/21	Grace Engineering	Memphis	St. Clair	SSBCI-CSP	\$6,500,000	\$2,000,000	Other manufacturing (regional impact)	\$20,000	\$20,000
01/20/22	Hines Industries	Pittsfield Twp.	Washtenaw	SSBCI-CSP	\$600,000	\$299,400	Advanced manufacturing	\$2,994	\$2,994
06/30/22	Component Engineering Solutions LLC	Wyoming	Kent	SSBCI-CSP	\$1,500,000	\$748,500	Other manufacturing (regional impact)	\$7,485	\$7,485
02/16/22	Robal Tech LLC	Madison Heights	Oakland	SSBCI-CSP	\$750,000	\$374,250	Technology	\$5,614	\$3,743
07/12/22	Superior Foods Co.	Kentwood	Kent	SSBCI-CSP	\$3,000,000	\$1,250,000	Other	\$12,500	\$12,500
03/07/22	Prime Solution Inc.	Otsego	Allegan	SSBCI-CSP	\$750,000	\$250,000	Other manufacturing (regional impact)	\$2,500	\$2,500
0307/22	Prime Solution Inc.	Otsego	Allegan	SSBCI-CSP	\$1,456,000	\$576,111	Other manufacturing (regional impact)	\$5,761	\$5,761
03/31/22	DSA International LLC	Zeeland	Ottawa	SSBCI-CSP	\$3,000,000	\$1,000,000	Other manufacturing (regional impact)	\$10,000	\$10,000
07/29/22	W-L Molding Co.	Portage	Kalamazoo	SSBCI-CSP	\$2,000,000	\$800,000	Other manufacturing (regional impact)	\$8,000	\$8,000
11/16/21	Josh's Frogs	Owosso	Shiawassee	SSBCI-CSP	\$794,476	\$323,810	Other manufacturing (regional impact)	\$3,238	\$3,238
TOTAL					\$29,550,476	\$11,501,671		\$116,888	\$115,017

Additional Loans Induced by SSBCI ²	\$19,265,476
Total Leverage	\$48,815,952
Leverage Ratio	4.24

¹ Closing and annual fees are different depending on whether they are a result of an MSDF program or an SSBCI (federal) program. For MSDF, all costs and fees are returned to the Jobs for Michigan Investment Fund and recommitted to the MSDF program. For SSBCI projects, they are returned to the SSBCI program and may be used either to offset costs to administer the program or to fund new transactions under the program.

² Additional loans induced includes loans that were a part of the total loan package, but did not receive a loan enhancement.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC DEVELOPMENT
LANSING

SUSAN CORBIN
DIRECTOR

MEMORANDUM

DATE: July 19, 2023

TO: The Honorable Sarah Anthony, Chair
Senate Appropriations Committee

The Honorable Angela Witwer, Chair
House Appropriations Committee

FROM: Susan Corbin, Director
Department of Labor and Economic Opportunity

SUBJECT: PA 166 of 2022, Sec. 1096 – Michigan Enhancement and Economic
Development and Workforce grants - FY23 Q3 Reports

Pursuant to Public Act 166 of 2022, Section 1096 please find attached the required report from the Department of Labor and Economic Opportunity (LEO).

Should you have any questions regarding these reports or need additional information please contact Todd Cook, LEO Director of Legislative Affairs, at (517) 230-8900 or CookT15@michigan.gov

cc: Senate Appropriations Committee
House Appropriations Committee
Chris Harkins, State Budget Director
Kathryn Summers, Senate Fiscal Agency
Mary Ann Cleary, House Fiscal Agency

Michigan Department of Labor and Economic Opportunity

FY2023 Michigan Enhancement and Economic and Workforce Grants Third Quarter Update

Public Act 166 Section - -Project Title	Grantee	Amount	Disbursed	Special Status Notes
1094m (3) – Clare-Gladwin regional educational service district	Clare-Gladwin ISD	\$15,000,000	\$7,500,000	Narrative report detailed selection process for projected architect completed. Master planning process initiated. CTE administration facilitated program advisory committee. Visits to high-quality CTE programming in counties across the state. At this time approximately 10% of project completed.
1094m (6) – LiUNA	LiUNA Training of Michigan	\$8,000,000	\$4,000,000	Ongoing implementation. Processing a no-cost budget modification request related to equipment purchases.
1094m (8) – Global Talent Initiative	Global Detroit	\$5,000,000	\$2,450,000	GTARP- Subcontracts with Agencies will be delivered in July of 2023. Training and technical assistance for program is scheduled for the end of August 2023.
1094m (9) - Talent Retention and Expansion in Key Industries	Focus: Hope, Greater Flint Health Coalition, Inc., GST Michigan Works!, Lenawee Economic Development Corporation, Management and Unions Serving Together, Michigan Energy Workforce Development Consortium, Michigan Manufacturer’s Association, Michigan Works! Southwest, Michigan Workforce Training and Education Collaborative, Michigan Works! West Central, TalentFirst, Upper Peninsular Michigan Works!, West Michigan Works!	\$10,000,000	\$0	On 6/20/2023 State Admin Board approved \$4.7 million to be awarded to 13 grantees. Agreements will be sent to awardees week of 7/17/2023.
1094m (10) - Removal of Employment Barriers Project	16 Michigan Works! Agencies	10,000,000	\$2,098,400	From 10/01/2022-06/30/2023, 5,042 participants and 5,396 barrier removal services have been provided through this and other barrier removal funding.
1094m (11) Helmets to Hardhats	Helmets to Hardhats	\$500,000	\$79,016	Ongoing program delivery.

1094m (12)- Statewide Pre-Apprenticeship Program	AFL-CIO Workforce Development Institute (WDI)	\$10,000,000	\$5,000,000	Disbursed initial draw request \$5 million.
1094m (13) - Regional Council of Carpenters Skilled Trades Promotion	Michigan Regional Council of Carpenters and Millwrights	\$5,000,000	\$2,500,000	Ongoing program delivery.

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

Business Entity Results

Number of Records: 3

[Print Results](#)

Name	Position	Individual's Address	Entity Name	ID No.	Old ID No.
THOMAS LUTZ (CHAIRMAN)	PRESIDENT	400 RENAISSANCE CENTER DETROIT, MI 48243 USA	CARPENTERS LABOR MANAGEMENT PARTNERSHIP TEAM	800821593	733507
THOMAS LUTZ	DIRECTOR	999 W BIG BEAVER RD TROY, MI 48064 USA	KELLY SERVICES, INC.	800998512	611517
THOMAS LUTZ	RESIDENT AGENT	11687 AMERICAN AVENUE DETROIT, MI 48204	THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS HOLDING COMPANY, L.L.C.	801234222	804573

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Michigan Economic Development Corporation

Executive Committee Code of Conduct and Ethics

I. PURPOSE

The Code of Conduct and Ethics (the "Code") establishes the ethical standards for members of the Executive Committee (each a "Member," or collectively, "Members") of the MEDC in connection with the MEDC's business and activities. Accordingly, it is incumbent upon the Members of the MEDC to conduct the affairs of the organization with a commitment to the highest standards of integrity. This includes acting at all times in an honest and ethical manner, in compliance with all laws and regulations and avoiding actual, potential or apparent conflicts of interest. Compliance with the Code will sustain a culture where honest and ethical conduct is recognized, valued, and exemplified throughout the MEDC.

It is expected that Members will be involved in important activities and causes outside of the MEDC. The experience of the Members who serve as directors or officers for profit and nonprofit organizations enables them to provide special knowledge and perspective to the MEDC in its economic development activities and governance processes. Good governance requires full disclosure. The disclosure requirements of this Code are intended to prevent any real or apparent conflicts of interest.

II. PROVISIONS

1. Ethics

The MEDC Executive Committee adopts the following principles for achieving its goal of ensuring an atmosphere of ethical behavior:

- In order to maintain the public trust, it is essential that a Member function honestly and fairly, free from all forms of impropriety, threats, and favoritism.
- Each Member shall strive to operate with the utmost integrity, excellence, and honor.
- A Member must maintain and exercise the highest standards of duty to the public in carrying out his or her official responsibilities and functions.
- Self-interest and partiality have no place in decision-making for the public good.
- Responsibility is individual rather than collective. The MEDC mandates that individuals are responsible for their own actions.
- Members must exercise discretion with regard to information obtained in the course of their official duties which could be used to affect their personal interests.
- Members may encounter situations that constitute the appearance of or actual conflicts of interest. Maintaining the public trust requires that Members avoid these situations and disclose all potential conflicts.
- At all times, Members should exercise discretion and good judgment with regard to this Code.

2. Executive Committee Member Conduct

- Members shall not take official action or use their official position in any manner which will result in a profit or benefit, whether directly or indirectly, to the Member or anyone in the Member's immediate family (for the purposes of this Code, "immediate family" means an employee's spouse or domestic partner, parents, stepparents, siblings, child, stepchild or in-law).
- Members shall not make available any consideration, treatment, advantage, or favor beyond that which is generally granted or made available to others under similar circumstances.
- Members shall not solicit, seek, demand, accept or agree to receive anything of value for themselves or any other person or entity (i) in return for being influenced in the discharge of their official duties or (ii) under any circumstances that could reasonably be expected to influence the manner in which the Member performs work or makes decisions.
- Divulge or release any confidential information that is not by law, rule, regulation or court order available to members of the general public.
- Members shall use resources, property, and funds under their official care and control judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures, and not for personal gain or benefit.
- Members shall not knowingly use or disclose information gained in the course of their official duties in a manner which will affect the Member's personal or financial interests or those of the Member's immediate family.
- Member shall refrain from accepting any loans or favors from any participant with an interest in matters involving the MEDC.

3. Conflicts of Interest

In the process of serving on the MEDC Executive Committee, a Member may encounter a situation where his or her duty to the MEDC may be affected by personal interests or obligations to another person or entity. Generally a conflict will be cleared by full disclosure made before any action is taken.

Real or perceived conflicts may occur if there is: a close, active association with a program, business, or an institution; a financial or personal interest; or any reason that the individual cannot render an unbiased decision or have the appearance of compromising the individual's professional judgment.

In cases of potential conflict of interest, Members must act to preserve and enhance public trust in the MEDC by putting the interests of the organization ahead of all other professional and personal interests. In addition to the public's sensitivity to self-dealing, activities that appear to have a conflict of interest can be the basis for lawsuits against a Member, or may limit the availability of certain defenses if such lawsuits are brought.

Each Member has a duty to disclose to the Chair or the Executive Committee as a whole the material facts of any proposed matter in which the Member has an actual or potential conflict of interest prior to its consideration by the Executive Committee. Members must refrain from participating in any portion of the MEDC meeting in which discussions or decisions occur for which they have a real or perceived conflict of interest and, if requested, must leave the room during its consideration. The disclosure of the conflict and

deliberation of the Executive Committee without participation by the interested Member will be reflected in the meeting minutes.

III. PROCEDURES FOR COMPLIANCE WITH THIS CODE

In January of each year, each Member must sign and return the attached Conflict of Interest and Confidentiality Certification to the MEDC Secretary.

If a Member violates or thinks he or she has, or in good faith thinks another Member has, violated any provision of this Code, that Member should immediately report the suspected violation to the Chair or the Executive Committee as whole. The Executive Committee has an obligation to investigate, address promptly, and treat as confidential, to the extent possible, all reported violations of this Code.

Michigan Economic Development Corporation

Conflict of Interest and Confidentiality Certification

I have received and read the Michigan Economic Development Corporation (MEDC) Conflict of Interest and Confidentiality Policy. I understand that the intent of this policy is to disclose real or perceived conflicts of interest, to refrain from participating in any decisions or discussions related to real or perceived conflicts of interest, to act impartially and avoid the appearance of impropriety.

I will not participate in any decision-making capacity if I have or have had a close, active association with a program, business, or an institution or program that is being considered for official action by the MEDC. I will not participate in any decision for which I or the organization that I represent may benefit. Thus, I will refrain from participating in any portion of a meeting during discussions or decisions in which I have a perceived conflict of interest.

As an Executive Committee member, I may encounter confidential information and will keep the information confidential until there has been general public disclosure or information is a matter of public record or common knowledge.

By my signature affixed below, I acknowledge my agreement with the spirit and intent and I agree to disclose any possible conflicts throughout my term as an Executive Committee member or an officer of the MEDC.

Tom Lutz

Digitally signed by Tom Lutz
Date: 2019.05.06 10:16:32
-04'00'

Print Name

Tom Lutz

Date

5/6/2019

Signature

Michigan Economic Development Corporation

Conflict of Interest and Confidentiality Certification

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By my signature affixed below, I acknowledge my agreement with the spirit and intent and I agree to disclose any possible conflicts throughout my term as an Executive Committee member or an officer of the MEDC.

THOMAS D. LUTZ

Print Name

MARCH 11, 2022

Date

Thomas D. Lutz

Signature

Michigan Economic Development Corporation

Conflict of Interest and Confidentiality Certification

I have received and read the Michigan Economic Development Corporation (MEDC) Conflict of Interest and Confidentiality Policy. I understand that the intent of this policy is to disclose real or perceived conflicts of interest, to refrain from participating in any decisions or discussions related to real or perceived conflicts of interest, to act impartially and avoid the appearance of impropriety.

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By my signature affixed below, I acknowledge my agreement with the spirit and intent and I agree to disclose any possible conflicts throughout my term as an Executive Committee member or an officer of the MEDC.

THOMAS D LUTZ

Print Name

2-6-2024

Date

Thomas D Lutz

Signature

Michigan Economic Development Corporation

Conflict of Interest and Confidentiality Certification

I have received and read the Michigan Economic Development Corporation (MEDC) Conflict of Interest and Confidentiality Policy. I understand that the intent of this policy is to disclose real or perceived conflicts of interest, to refrain from participating in any decisions or discussions related to real or perceived conflicts of interest, to act impartially and avoid the appearance of impropriety.

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As an Executive Committee member, I may encounter confidential information and will keep the information confidential until there has been general public disclosure or information is a matter of public record or common knowledge.

By my signature affixed below, I acknowledge my agreement with the spirit and intent and I agree to disclose any possible conflicts throughout my term as an Executive Committee member or an officer of the MEDC.



Print Name

Thomas D Lutz

Date

1-31-23

Signature

Execution Copy

CASE – 316700

CASH COLLATERAL DEPOSIT AGREEMENT
between
MICHIGAN STRATEGIC FUND
and
TCF BANK

This **CASH COLLATERAL DEPOSIT AGREEMENT** (the "Deposit Agreement"), dated January 28, 2021, is between the Michigan Strategic Fund, a public body corporate and politic within the Department of Labor and Economic Opportunity (the "MSF") whose address is 300 North Washington Square, Lansing, Michigan 48913 and TCF Bank, (the "Lender") whose address is 333 Fort Street, Suite 1800, Detroit, Michigan 48226. The MSF and the Lender are, individually, a "Party" and, collectively, the "Parties".

RECITALS

A. The Michigan Legislature passed legislation establishing the 21st Century Jobs Trust Fund Initiative.

B. Under the control and direction of the MSF Board, staff of the Michigan Economic Development Corporation, a public body corporate (the "MEDC"), provides administrative services for the MSF.

C. Pursuant to MCL 125.2001 *et. seq.*, as amended (the "Act"), and specifically MCL 125.2088d(1), the MSF shall create and operate a loan enhancement program (the "Loan Enhancement Program").

D. As a part of the Loan Enhancement Program, at its May 20, 2009 meeting, the MSF Board approved the Michigan Supplier Diversification Fund.

E. As a part of the Michigan Supplier Diversification Fund, at its June 24, 2009 meeting, the MSF Board approved a collateral support program designed to enhance the collateral coverage of commercial borrowers (the "Collateral Support Program").

F. The Borrower (as defined below) desires to obtain a loan from the Lender to finance the construction of a new training facility (the "Project").

G. The MSF and the Lender desire to sign this Deposit Agreement pursuant to the Collateral Support Program to provide for the pledge by the MSF of the Cash Collateral in favor of the Lender, and to further delineate the rights, duties, and liabilities of the Parties in respect of the Cash Collateral.

NOW, THEREFORE, in consideration of the recitals and mutual agreements in this Deposit Agreement, the Parties agree as follows:

Section 1. The Loan. Michigan Statewide Carpenters and Millwrights Joint Apprenticeship Training Fund (the "Borrower"), is receiving the following loan from the Lender, dated on or about the date of this Deposit Agreement. The Loan shall be disbursed in accordance with loan documents among the Borrower, any co-maker, guarantor, endorser,

Execution Copy

other debtor or obligor of the Loan, and the Lender, which include without limitation, a loan agreement, note, security agreement(s), and as applicable, other hypothecations, guarantees, and other ancillary and related documents (the foregoing, and this Deposit Agreement, including all Appendices, and any permitted amendments thereto, collectively, the "Loan Documents"):

Principal Loan Amount: Twenty-Four Million Dollars (\$24,000,000) (the "Loan", or the "Loan Limit").

The Loan is one of the following types of loans marked by an "X" below:

_____ Term Loan. A term loan (fixed amount with specified repayment schedule (the "Term Loan")); or a

_____ Revolving Line of Credit. A revolving line of credit (open line of credit allowing for cycles of advances and repayment (the "Revolving Loan")).

X _____ Draw to Term Line of Credit. A non-revolving construction or other line of credit allowing for a fixed drawdown period requiring interest only or other reduced payments for a specified period, converting to a fixed amount term loan with a specified repayment schedule (the "Draw to Term Loan").

The original Loan Documents shall be retained by the Lender, and copies of all Loan Documents shall be forwarded to the MSF upon execution.

Section 2. Amount of Cash Collateral. On or about the closing of the Loan Documents, the MSF shall deposit the following principal amount of cash collateral with the Lender in account no. _____ in the name of the MSF maintained with the Lender (the "Cash Collateral Account"):

MSF Cash Collateral: Five Million Dollars (\$5,000,000) (the "Initial Deposit") (the Initial Deposit, and any reductions thereto as provided in this Deposit Agreement, collectively, the "Cash Collateral").

Section 3. Grant of Security Interest in Cash Collateral. To secure the prompt payment in full when due of the obligations of the Borrower to the Lender under the Loan (as limited by this Section), the MSF grants to the Lender, a continuing security interest, whether now owned or later owned, acquired or arising in the following:

(a) the Cash Collateral Account, and all certificates and instruments, if any, representing or evidencing the Cash Collateral, but in all cases, the security granted by the MSF in favor of the Lender is limited to the amount of the Cash Collateral, and

(b) all proceeds of the Cash Collateral Account up to the amount of the Cash Collateral.

Notwithstanding anything to the contrary in this Deposit Agreement: (i) the MSF is not granting any security to the Lender in any of the interest or dividends or the like accruing or otherwise arising from the Initial Deposit or Cash Collateral (the "Account Income"), (ii) all Account Income, and reduction to the Initial Deposit as provided by this Deposit Agreement remain the sole and separate property of the MSF, free and clear of

Execution Copy

any lien, claim, or interest of the Lender or any third party, and (iii) the extent of the security provided by Cash Collateral is marked by an "X" below:

_____ For a Term Loan, the Cash Collateral Account secures the Term Loan only up to the principal amount disbursed under the Term Loan, but in no event shall the Cash Collateral be deemed to secure any amount in excess of the Loan Limit (the "Term Loan Principal Balance"), or

_____ For a Revolving Loan, the Cash Collateral secures the Revolving Loan only up to an amount not to exceed the lesser of: (i) the Initial Deposit or (ii) X and X/10 percent (XX%) of the outstanding principal amount of the Revolving Loan up to the Loan Limit, and as further limited by any restrictions or reductions on further advances which reduce the Loan Limit as may be imposed by the Lender (the "Revolving Loan Principal Balance").

 X For a Draw to Term Loan, the Cash Collateral secures the Draw to Term Loan only up to an amount not to exceed the lesser of: (i) the Initial Deposit or (ii) twenty and 8.3/10 percent (20.83%) of the outstanding principal amount of the Draw to Term Loan up to the Loan Limit, and as further limited by any restrictions or reductions on further advances which reduce the Loan Limit as may be imposed by the Lender (the "Draw to Term Loan Principal Balance").

Section 4. Perfection of Security Interest. The MSF authorizes the Lender to file financing statement(s) describing the Cash Collateral and Cash Collateral Account in all public offices deemed necessary by the Lender, if any, and to take any action, including, without limitation, filing all financing statements, continuation financing statements and all other documents that the Lender may reasonably determine to be necessary to perfect and maintain the Lender's security interests in the Cash Collateral and the Cash Collateral Account. The Chairperson of the MSF Board or MSF Fund Manager shall promptly execute and deliver to the Lender any documents that Lender reasonably deems necessary or desirable to perfect the security interests granted in this Deposit Agreement.

Section 5. Permitted Investments. If requested by the MSF, the Lender will, from time to time, invest amounts on deposit in the Cash Collateral Account, and any interest, dividends and proceeds from reinvestment, in such investments, other forms of deposit or savings accounts or certificates of deposit offered by the Lender, and as the Chairperson of the MSF Board or MSF Fund Manager may select in writing and the Lender approves (the "Permitted Investments"). Nothing in this section shall be deemed to permit the Lender to invest any amounts on deposit in the Cash Collateral Account, or any interest, dividends, and proceeds from reinvestment, in any other form of account without the express prior written consent of the Chairperson of the MSF Board or MSF Fund Manager.

Section 6. Termination of Security Interest and Return of the Initial Deposit. The security interest granted by this Deposit Agreement shall automatically terminate and the Cash Collateral shall be returned to the MSF, upon the first to occur of:

(a) payment or credit in full of an aggregate amount equal to the applicable of the: (x) outstanding Term Loan Principal Balance or (y) the then outstanding Revolving Loan Principal Balance after taking into account the then existing restrictions or reductions on further advances which are imposed by the Lender, and subject to the closure of that part of the Revolving Loan which equals the foregoing amount;

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(b) an Event(s) of Default (as defined below) by the Lender;

(c) in the event of, and coincident with, the occurrence of an event described in Section 14(b) (only the extent to which there is a balance remaining after application of the Cash Collateral as provided by Section 14(b)); or

(d) upon the maturity of the Loan as provided by the Loan Documents, as may be amended from time to time by the Lender: (i) with occurrence of an event described in Section 6(a) or (ii) without the Lender taking all action required of it under Section 14(b).

Upon such event, all funds and other investment property representing the Cash Collateral shall be the sole and separate property of the MSF, free and clear of any lien, claim or interest of the Lender or any third party, and shall, along with any Account Income or other funds in the Cash Collateral Account, be disbursed by the MSF at its sole discretion. The Lender agrees to promptly execute and deliver to the MSF all documents that the MSF reasonably deems necessary or desirable to release the security interests granted in this Deposit Agreement, including, without limitation, termination statements.

Section 7. Administration of the Loan.

(a) The Lender shall provide the MSF with copies of all financial statements provided by the Borrower to the Lender and copies of all Loan Documents. Unless the Chairperson of the MSF Board or MSF Fund Manager specifically exempts one or more specific documents (under terms and conditions acceptable to the Chairperson of the MSF Board or MSF Fund Manager), the Lender shall provide the MSF with any additional documents in its possession or control arising out of, or related to, the Loan or the Loan Documents.

(b) The Lender shall disclose to the Borrower and any co-maker, guarantor, endorser, other debtor or obligor of the Loan, of the existence of this Deposit Agreement in connection with the making and servicing of the Loan and collecting payments to be made by the Borrower. The Lender shall exercise the same degree of care and discretion in servicing the Loan and collecting payments from the Borrower as it would take in servicing the Loan and collecting payments solely for its own account.

(c) The Lender may amend the terms and conditions of the Loan Documents without the consent of the MSF, provided however, the Lender may not, without the express prior written approval of the Chairperson of the MSF Board or MSF Fund Manager, by amendment or otherwise: (i) increase the amount of the Loan (ii) amend any of the Lender Assurances on Appendix A or any of the Borrower Assurances on Appendix B, or (iii) waive or release any claim against any Borrower or any co-maker, guarantor, endorser, other debtor or obligor of the Loan; or (iv) consent to any release, substitution, or exchange of collateral, except (a) sales of inventory in the ordinary course of business or (b) sales, substitution and exchange of worn or obsolete equipment in the ordinary course of business; or (v) effectuate any of the circumstances in Section 7(c)(i), Section 7(c)(ii), Section 7(c)(iii), or Section 7(c)(iv).

Section 8. Fees to MSF. In addition to the Exit Fee (described below) the fee structure marked by an "X" below shall be applicable, and in each case, the fee may be charged by the Lender to the Borrower:

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(a) _____ Closing Fee with no Annual Fee. A closing fee equal to X percent (X%) [up to three percent (3%)] of the value of the Initial Deposit. This fee shall be paid by the Lender to the MSF at the time of the closing of the Loan Documents; or

(b) X Closing Fee with an Annual Fee:

(i) a closing fee equal to one percent (1%) of the value of the Initial Deposit. This fee shall be paid by the Lender to the MSF at the time of the closing of the Loan Documents, and

(ii) an annual fee shall be charged by the MSF to the Lender (the "Annual Fee"), at the sole discretion of the MSF, and upon prior written notice by the MSF to the Lender (the "MSF Election"). The Annual Fee shall be the product resulting from multiplying the then outstanding balance of the Cash Collateral by .01. (Example: Annual Fee = Cash Collateral balance x .01). The Annual Fee shall be paid by the Lender to the MSF within forty-five (45) days of the date of the notice of the MSF Election. This Section shall survive any termination of this Deposit Agreement until all applicable fees are paid in full to the MSF.

Section 9. Reductions to Cash Collateral/MSF Access to Cash Collateral.

Lender acknowledges that the balance of the Cash Collateral Account does not determine the amount of Cash Collateral. Regardless of the balance of the Cash Collateral Account, amounts in the Cash Collateral Account available as Cash Collateral shall: (i) not include Account Income, and (ii) shall be reduced by the applicable of following (the following, and including Account Income, are collectively "Reductions"):

1. in the case of a Term Loan, the reduction in the principal owing under the Loan as payments or other credits are applied against the Term Loan Principal Balance multiplied by X and X/10 percent (X%); provided however, in the event of the occurrence of an event described in Section 14(b), the MSF's right to a Release under this Section 9(b)(1) is limited by the Lender's right to first charge, set-off and otherwise apply the Cash Collateral (subject to reduction for the Exit Fee, if applicable, as described in Sections 14 and 15) against the Remaining Default Principal Balance in accordance with and as permitted by Section 14; or

2. in the case of a Revolving Loan, the amounts in the Cash Collateral Account in excess of the lesser of:

(i) the Initial Deposit; or

(ii) X and X/10 percent (X%) of the sum of the outstanding principal amount of the Revolving Loan plus the undrawn amount of the Lender's line of credit to make the Revolving Loan, up to the Loan Limit, and as further limited by any restrictions or reductions on further advances which reduce the Loan Limit as may be imposed by the Lender.

3. in the case of a Draw to Term Loan, the amounts in the Cash Collateral Account in excess of the lesser of:

i. the Initial Deposit; or

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ii. during the draw period, twenty and 8.3/10 percent (20.83%) of the sum of the outstanding principal amount of the Draw to Term Loan plus the undrawn amount of the Lender's line of credit to make the Draw to Term Loan, up to the Loan Limit, and as further limited by any restrictions or reductions on further advances which reduce the Loan Limit as may be imposed by the Lender, and subsequent to the draw period, the reduction in the principal owing under the Term Loan as payments or other credits are applied against the Draw to Term Loan multiplied by twenty and 8.3/10 percent (20.83%).

Upon written request from the MSF, the Lender shall pay or release to the MSF the Reductions from the Cash Collateral Account (a "Release"). Nothing in this Section shall be deemed to imply or impose upon the MSF any obligation to increase the amount of the Cash Collateral. Further, effectuation of a Reduction for purposes of determining the amount of Cash Collateral available as security under this Agreement is not dependent on the MSF requesting a Release. The Lender shall provide all detail reasonably requested by the MSF regarding the breakdown of individual payments, credits, fees, or other charges against the Loan, including without limitation, itemization of the foregoing items. After the application of the Cash Collateral (based on availability as determined by Section 3 and taking into account applicable Reductions) pursuant to Section 14(b)(i) or 14(b)(ii), the Lender shall return any remaining balance in the Cash Collateral Account to the MSF within a commercially reasonable amount of time, regardless of any remaining indebtedness of the Borrower, whether requested by the MSF or not. This Section shall survive termination of the Deposit Agreement for a period of one year after termination of the Deposit Agreement.

Section 10. Representations and Warranties of the MSF. The MSF represents and warrants that:

(a) the MSF is a public body corporate and politic within the Department of Labor and Economic Opportunity of the State of Michigan. The MSF has the power and authority to enter into and perform its obligations under this Deposit Agreement;

(b) except as disclosed in writing to the Lender or provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Deposit Agreement by the MSF or the performance of any of its obligations under this Deposit Agreement;

(c) the MSF is the legal and beneficial owner of the Cash Collateral free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Deposit Agreement; and

(d) the pledge of the Cash Collateral under this Deposit Agreement creates a valid first priority security interest in the Cash Collateral, securing the payment of the Term Loan Principal Balance or Revolving Loan Principal Balance, whichever is applicable.

Section 11. Representations and Warranties of the Lender. The Lender represents and warrants the terms and conditions set forth in Appendix A and further represents and warrants that:

(a) The only recipient of the Loan is the Borrower identified and described in this Deposit Agreement;

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(b) Lender shall perform all of its obligations and duties, and shall otherwise comply with all term and conditions, under the Loan Documents and this Deposit Agreement, including all obligations and duties set forth in Appendix A;

(c) Lender has performed a credit analysis of the Borrower satisfactory to the Lender;

(d) upon closing of the Loan, the Lender shall have good and marketable title to the Loan subject to no encumbrance or disability, and except as created by this Deposit Agreement and the Loan Documents, to the actual or constructive knowledge of the Lender, no party to the Loan has any defense or claim against the Lender arising out of the Loan;

(e) the Loan shall be in accordance with applicable Federal and State laws, including but not limited to, laws governing types of loans, interest rates and priority of security; and

(f) to the extent required under law, the security documents for the Loan were, or will be properly recorded in order to validly perfect and maintain a security interest in the collateral securing the Loan, and the Lender will take whatever additional actions may be necessary to validly perfect and maintain a security interest in all collateral securing the Loan.

Section 12. Additional Obligations of Lender. The Lender shall:

(a) promptly notify the MSF in writing (and describe in reasonable detail) of any breach of any representation or warranty of the Lender in this Deposit Agreement, or any breach of any representation or warranty of the Borrower in any of the Loan Documents; and

(b) promptly notify the MSF in writing of any of the following actions by or on behalf of the Lender (including providing copies to the MSF of any notices or other documents from Lender arising therefrom): (i) any acceleration of any payment under any of the Loan Documents; (ii) the commencement of any collection proceeding with respect to the Loan against any Borrower or any co-maker, guarantor, endorser, debtor or other obligor of the Loan; (iii) the seizure, sale, transfer, assignment, foreclosure, or attempt to exercise against any collateral securing the Loan, (iv) any forbearance or similar arrangements with respect to the Loan, or (v) any written notice provided by Lender to the Borrower, any guarantor or other endorser with respect to the Loan.

Section 13. Other Loans by Lender. The MSF acknowledges that the Lender may have other existing loans with the Borrower and may, in the future, make additional loans to the Borrower. The Lender has no obligation to attempt to collect Loan payments in preference over the collection or enforcement of any other loan with the Borrower. The Lender shall, however, first take control and sell/liquidate (via foreclosure, deed-in-lieu of foreclosure, possession, exercising assignments of rights, or other similar action), or cause the Borrower to take control and sell/liquidate (via foreclosure, deed-in-lieu of foreclosure, possession or other similar action), as the case may be, of all of the following: commercial real estate mortgage for the property located at West Livernois Avenue and I-96, Detroit, Michigan, 48204 (the final address or other applicable identifying information thereof, if any, to be finalized by the Lender within all Loan Documents), and all fixtures and personal property to be made a part thereof (collectively, the "Primary Collateral"), and apply all the gross proceeds thereof to the Loan prior to drawing any Cash Collateral from the Cash Collateral Account to repay the Loan. If, and only to the extent that, the proceeds from the sale or liquidation of all of the Primary Collateral are not sufficient to repay in full the amount due under the Loan, then the Lender may draw Cash

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Collateral (taking into account applicable Reductions) from the Cash Collateral Account to repay the Loan up to the amount of any such shortfall in accordance with the procedures set forth in Section 14(b) below. Provided that, in such case that the proceeds of the liquidation of the Primary Collateral are sufficient to pay off and otherwise discharge the Loan without drawing on the Cash Collateral from the Cash Collateral Account, any remaining proceeds of the Primary Collateral may be applied by the Lender to pay off any other obligations of the Borrower not arising under the Loan.

Section 14. Default by the Borrower. Upon the occurrence of an event of default (or similar term or phrase under the Loan Documents) by the Borrower under the Loan Documents (which is not cured after the expiration of any applicable opportunity to cure):

(a) in addition to all notices to the Borrower required under the Loan Documents, the Lender shall copy the MSF with all notices to the Borrower, and further provide the MSF written notice describing in reasonable detail the circumstances of the event of default; and

(b) prior to drawing Cash Collateral from the Cash Collateral Account to repay the Loan, the Lender shall first take control (via foreclosure, deed-in-lieu of foreclosure, possession or other similar action, including exercising the Lender's rights as to any applicable assignment of rents) of any and all Primary Collateral and the Lender shall sell or liquidate the Primary Collateral and apply the proceeds thereof to the Loan. (The gross proceeds from the sale or liquidation of the Primary Collateral (exclusive of any costs and expenses related to such sale or liquidation, or interest, or fees or other charges of any kind) is referred to herein as the "Gross Proceeds from Primary Collateral"; and the difference between the Gross Proceeds from Primary Collateral and the amount due under the Loan shall be deemed the "Remaining Default Principal Balance").

(i) To the extent the Gross Proceeds from Primary Collateral is equal to or greater than the underwritten value assigned by the Lender for the Primary Collateral at the time of the Lender's initial advance of the Loan (the "Underwriting Value for Lending Purposes") then, upon at least forty-five (45) calendar days prior written notice to the MSF, and in accordance with all applicable laws, the Lender may charge, set-off and otherwise apply up to 100% of the then existing balance of the Cash Collateral (after taking into account applicable Reductions) against the Remaining Default Principal Balance.

(ii) To the extent the Gross Proceeds from Primary Collateral is less than the Underwriting Value for Lending Purposes then, upon at least forty-five (45) calendar days prior written notice to the MSF, and in accordance with all applicable laws, the Lender may charge, set-off and otherwise apply up to 100% of the then existing balance of the Cash Collateral, less the Exit Fee as provided by Section 15, (after taking into account applicable Reductions) against the Remaining Default Principal Balance. Notwithstanding any provision in this Agreement to the contrary, in no event shall the Exit Fee exceed 10% of the then existing balance of the Cash Collateral (after taking into account applicable Reductions).

Section 15. Exit Fee by Lender to MSF. In the event of, and coincident with, the occurrence of an event described in Section 14(b)(ii), the Lender shall pay or release to the MSF or at its order, a sum equal to the fee derived in accordance with the table following formula (the "Exit Fee"), provided that in the event that the formula set forth below would result in the Exit Fee exceeding 10% of the then existing balance of the Cash Collateral, then the Exit

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Fee shall be limited to an amount equal to 10% of the then existing balance of the Cash Collateral (after taking into account applicable Reductions):

$$\frac{(1 - (GPPC/UVLP)) \times CC}{2}$$

where:

GPPC = Gross Proceeds from Primary Collateral
UVLP = Underwriting Value for Lending Purposes
CC = Existing Balance of the Cash Collateral

Section 16. Default by the Lender. The occurrence of any one or more of the following events or conditions shall constitute an Event(s) of Default by the Lender under this Deposit Agreement, unless a written waiver of the default is signed by the Chairperson of the MSF Board or MSF Fund Manager:

- (a) any representation or warranty made by the Lender under this Deposit Agreement or any of the Loan Documents is incorrect in any material respect;
- (b) any material breach by the Lender of any duty or obligation of the Lender under this Deposit Agreement which is not cured by the Lender to the satisfaction of the MSF within forty-five (45) calendar days after written notice thereof by the MSF to the Lender;
- (c) the appointment of a receiver or custodian over a material portion of the Lender's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment; or
- (d) any voluntary bankruptcy or insolvency proceedings are commenced by the Lender; or any involuntary bankruptcy or insolvency proceedings are commenced against the Lender, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof.

Upon the occurrence of any one or more of an Event(s) of Default by the Lender under this Deposit Agreement, in addition to all rights and remedies created by this Deposit Agreement, the MSF shall be entitled to pursue and enforce all rights and remedies available to the MSF, legal and equitable, including without limitation, the right of recoupment, and the right to require the Lender's books and records related to the Loan, Loan Documents and this Deposit Agreement to be separately audited by an independent certified public accountant selected by the MSF, at the MSF's sole cost and expense. Provided however, in the event the audit reveals a breach of this Deposit Agreement or the Loan Documents has occurred, the Lender shall reimburse the MSF for the fees and expenses incurred to perform the audit.

No remedy is intended to be the sole and exclusive remedy in case any Event(s) of Default by the Lender under this Deposit Agreement shall occur and each remedy shall be cumulative and in addition to every other provision or remedy now or later existing at law, in equity, by statute or otherwise. All remedies shall be cumulative. The Lender shall pay all costs and expenses, including, without limitation, reasonable attorneys fees and expenses incurred by the MSF in enforcing any obligation of the Lender arising from or under the Loan, any of the Loan Documents, or this Deposit Agreement.

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Section 17. Termination. Except as provided elsewhere in this Deposit Agreement with respect to certain rights and obligations, this Deposit Agreement shall terminate on the first to occur of i) the charge, set-off, or other application of any portion of the Cash Collateral by the Lender as permitted by, and in accordance with, this Deposit Agreement or ii) the disbursement of all of the Cash Collateral, along with any Account Income or other funds in the Cash Collateral Account to the MSF as permitted by, and in accordance with, this Deposit Agreement.

Section 18. Notices. Any notice or other communication under this Deposit Agreement shall be in writing and e-mailed, or faxed, or mailed by first class mail, postage prepaid, or sent by express, overnight courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses or e-mail accounts, and shall be deemed delivered one business day after the delivery or mailing date.

Section 19. Counterparts; Facsimile/Pdf Signatures. This Deposit Agreement may be signed in counterparts and delivered by facsimile or by pdf, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 20. Severability. All of the clauses of this Deposit Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Deposit Agreement.

Section 21. Captions. The captions or headings in this Deposit Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Deposit Agreement.

Section 22. Governing Law. This Deposit Agreement is a contract made under the laws of the State of Michigan, and for all purposes shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 23. Relationship between Parties. The Lender, and its officers, directors, agents and employees shall not describe or represent themselves as agents of the State of Michigan, the MSF, or the MEDC to any person, firm or entity for any purpose.

Section 24. Successors and Assigns. Except as otherwise provided by law, any rule of law or regulation (including without limitation, any Executive Order of the State of Michigan), the MSF may not pledge, sub-participate, assign, or otherwise transfer its rights, duties or obligations in this Deposit Agreement and the Loan Documents without the express prior written approval of the Lender. The Lender may not pledge, sub-participate, assign or otherwise transfer its ownership interest in the Loan, or its rights, duties or obligations under this Deposit Agreement or the Loan Documents, without the express prior written approval of the Chairperson of the MSF Board or MSF Fund Manager. This Deposit Agreement shall bind the permitted successors and permitted assigns of the Parties.

Section 25. Waiver. A failure or delay in exercising any right under this Deposit Agreement will not be presumed to operate as a waiver unless otherwise stated in this Deposit Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

Section 26. Amendment. This Deposit Agreement, and except as otherwise permitted in Section 7(c) of this Deposit Agreement, the Loan Documents, may not be modified

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or amended without the express prior written approval of the Chairperson of the MSF Board or MSF Fund Manager. Any amendment to this Deposit Agreement shall be pursuant to a written instrument signed by the Parties.

Section 27. Publicity. At the request and expense of the MSF or the MEDC, the Borrower will cooperate with the MSF or the MEDC to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

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TCF BANK



David Rozewski
Vice President, Middle Market Lending

Date: 1-28-2021

MICHIGAN STRATEGIC FUND

Valerie Hoag
Fund Manager

Date: 1/29/2021

The undersigned has the requisite authority and power to sign below on behalf of the Borrower, and Borrower acknowledges, and accepts, the terms and conditions set forth in this Deposit Agreement and acknowledges, consents to, and affirms all the terms and conditions on Appendix B.

Borrower shall take all action necessary to cause the terms and conditions in this Deposit Agreement to be satisfied in all respects.

Borrower further agrees that Lender may provide any information or knowledge the Lender may have about the Borrower or about any matter relating to the Loan or the Loan Documents to the MSF or its successors.

**MICHIGAN STATEWIDE CARPENTERS AND MILLWRIGHTS
JOINT APPRENTICESHIP TRAINING FUND**



MIKE ~~Mark Barnwell~~
Chairman JATF

Date: _____

(SIGNATURE PAGE TO CASH COLLATERAL DEPOSIT AGREEMENT)

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APPENDIX A LENDER ASSURANCES

A. STATE OF MICHIGAN REQUIREMENTS

1. **Auditor General, etc.** To ensure compliance with the terms of this Deposit Agreement and the Michigan Strategic Fund Act, MCL125.2001 et. seq.:
 - (a) the Lender shall permit the Auditor General of the State of Michigan (the "Auditor General"), the MSF, the MEDC, and the Chief Compliance Officer of the MSF (the "CCO"), and any representative, member, employee or agent of the foregoing to visit the Lender and any other location where the books and records of the Lender are normally kept to inspect the books and records, including financial records and all other information and data, relevant to the Loan, the Loan Documents and the terms of this Deposit Agreement;
 - (b) the Lender shall permit the Auditor General, the MSF, the CCO, and any member, employee or agent of the foregoing to make copies or extracts from information and to discuss the affairs, finances and accounts of the Lender and Borrower related to the Loan, the Loan Documents and this Deposit Agreement; and
 - (c) the Lender shall cooperate with the CCO, if contacted.

This Section shall survive for a period of three years from the effective date of termination of the Deposit Agreement.

2. **Criminal and Civil Matters.** To the best of Lender's knowledge, neither Lender nor any of its affiliates, subsidiaries, officers, directors and any person who, directly or indirectly, holds a pecuniary interest in the Lender of 20% or more: (i) have any criminal convictions incident to the application for or performance of a state contract or subcontract, and (ii) have any criminal convictions or have been held liable in any civil proceeding that negatively reflects on the person's business integrity, including without limitation, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of state or federal antitrust statutes.
3. **Indemnification and Hold Harmless.** The MSF, the State of Michigan, the CCO, the MEDC, its Executive Committee and their respective directors, participants, officers, agents and employees (collectively, the "Indemnified Person(s)") shall not be liable to the Lender for any reason arising out of or related in any way to the Loan, the Loan Documents or this Deposit Agreement. The Lender shall indemnify and hold the MSF, the State of Michigan, and the MEDC and other Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with, the Loan, Loan Documents, this Deposit Agreement or any act or failure to act by the Lender, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Lender shall also indemnify the MSF, the MEDC and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Lender arising from or under the Loan, Loan Documents or this Deposit Agreement. The Lender shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the MSF, the MEDC or other Indemnified Person, unless the court

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finds that despite the adjudication of liability, the MSF, the MEDC or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. The MSF, the MEDC and the Lender agree to act cooperatively in the defense of any action brought against the MSF, the MEDC or another Indemnified Person to the greatest extent possible. Performance of the Lender's activities contemplated under this Deposit Agreement is within the sole control of the Lender and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Lender, its employees, agents or contractors. This Section shall survive the payment in full of the Loan, any return or draw upon the Cash Collateral, or any termination of the Deposit Agreement.

4. **Jurisdiction.** The Lender agrees that it shall make a good faith effort to resolve any controversies that arise regarding this Deposit Agreement. If a controversy cannot be resolved, the Lender agree that any legal actions concerning this Deposit Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. This Section shall survive termination of the Deposit Agreement indefinitely.

5. **Non-Discrimination and Unfair Labor Practices.** In connection with this Agreement, the Lender agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Lender further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Lender shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Lender as an employer, or the name of a subcontractor, manufacturer, or supplier of the Lender appears in the register.

6. **Purpose of the Loan.** The Loan:

(a) has not been made in order to place under the protection of the approved Collateral Support Program prior debt that is not covered under the approved Collateral Support Program and that is or was owed by the Borrower to the Lender or to an affiliate of the Lender;

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(b) is not a refinancing of a loan previously made to the Borrower by the Lender or an affiliate of the Lender;

(c) is a new extension of credit to the Borrower, and shall not be used to support existing extensions of credit – including but not limited to prior loans, lines of credit or other borrowing – that were previously made available as part of a state small business credit enhancement program; and

(d) shall not be used for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088c(3)(a) and (b)), or to induce the Borrower, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the Act (see MCL 125.2088c(4)(c), (d), and (e)).

7. **Patriot Act.** The Lender shall perform all of its obligations and duties as required under the Patriot Act of 2001, as amended, including without limitation, the provisions relating to the Customer Identification Program (CIP) and anti-terrorism, and the MSF may so rely on the Lender's performance of any such requirements, including that the Lender is in compliance with the requirements of 31 CFR 103.121 (relative to anti-money laundering programs); and Lender acknowledges the aforesaid obligations and duties, and further certifies it is in compliance thereunder, including relative to implementation of reasonable procedures to verify the identity of any person seeking to open an account, to the extent reasonable and practicable, maintain records of the information used to verify a person's identity and determine whether the person appears on any lists of known or suspected terrorist organizations provided to the Lender by any government agency.

B OTHER ASSURANCES

As part of the Lender's Loan Documents, the Lender shall require the Borrower to represent and warrant that:

1. The Borrower shall maintain a minimum Debt Service Coverage Ratio of 1.25:1, which will be measured annually beginning August 31, 2021. Debt Service Coverage Ratio is defined as the Borrower's (i) net income after taxes and exclusive of extraordinary gains and losses and gains on sale of fixed assets plus, (ii) interest expense plus, (iii) depreciation and amortization expense divided by the sum of all contractual principal and interest payments for the trailing 12-month period on all obligations included capital leases and subordinated debt.
2. The Borrower shall maintain a Minimum Liquidity of \$2,000,000, which will be measured semi-annually beginning February 28, 2021. Minimum Liquidity is defined as all unencumbered cash, cash equivalents, and marketable securities, not including retirement accounts or trust assets. Liquidity threshold is to be verified by account and/or investment statements.

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APPENDIX B BORROWER ASSURANCES

A. STATE OF MICHIGAN REQUIREMENTS

1. **Michigan Operations.** So long as any portion of the Loan is outstanding, the Borrower shall maintain substantially all of its employees for the Project (exclusive of sales staff) or operations for the Project within the State of Michigan.
2. **Criminal and Civil Matters.** Neither the Borrower nor or any of its affiliates, subsidiaries, officers, directors and any person who, directly or indirectly, holds a pecuniary interest in the Borrower of 20% or more: (i) have any criminal convictions incident to the application for or performance of a state contract or subcontract, and (ii) have any criminal convictions or have been held liable in any civil proceeding that negatively reflects on the person's business integrity, including without limitation, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of state or federal antitrust statutes.
3. **Prohibited Use of Loan.** The loan proceeds will not be used:
 - (a) for any impermissible purpose set forth in Appendix A, Section A(5);
 - (b) to repay delinquent Federal or State income taxes unless the borrower has a payment plan in place with the relevant taxing authority;
 - (c) to repay taxes held in trust or escrow, e.g. payroll or sales taxes;
 - (d) to reimburse funds owed to any owner, including any equity injection or injection of capital for the business' continuance;
 - (e) to purchase any portion of the ownership interest of any owner of the business; or
 - (f) for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088c(3)(a) and (b)), or to induce the Borrower, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the Act (see MCL 125.2088c(4)(c), (d), and (e)).

B. OTHER ASSURANCES

Borrower represents and warrants to the MSF and Lender:

1. The Borrower shall maintain a minimum Debt Service Coverage Ratio of 1.25:1, which will be measured annually beginning August 31, 2021. Debt Service Coverage Ratio is defined as the Borrower's (i) net income after taxes and exclusive of extraordinary gains and losses and gains on sale of fixed assets plus, (ii) interest expense plus, (iii) depreciation and amortization expense divided by the sum of all contractual principal and interest payments

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for the trailing 12-month period on all obligations included capital leases and subordinated debt.

2. The Borrower shall maintain a Minimum Liquidity of \$2,000,000, which will be measured semi-annually beginning February 28, 2021. Minimum Liquidity is defined as all unencumbered cash, cash equivalents, and marketable securities, not including retirement accounts or trust assets. Liquidity threshold is to be verified by account and/or investment statements.

**Michigan Regional Council of Carpenters and Millwrights
MiSchools to Tools
Grant Program
Quarterly Narrative Report**

Contact Information

Grant Program	Michigan Regional Council of Carpenters and Millwrights MiSchools to Tools
Grant Number	AP-20232 2023 MiSchools_to_Tools
Grantor	Michigan Department of Labor and Economic Opportunity
Quarter End	DATE: 3/31/2023
Submission	DATE: 4/25/2023
Point of Contact	NAME: Lisa Canada
	EMAIL: lisa.canada@hammer9.com
	PHONE: (586) 506-6915

REPORT IS DUE WITHIN TWENTY-FIVE (25) DAYS AFTER THE END OF EACH QUARTER
email to LEO-Apprenticeship@michigan.gov within 25 days after end of quarter

Note

Grantees must not wait for the quarterly report deadline, and instead should inform LEO-WD, SAE Program Managers as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Purpose

The information provided in this quarterly narrative progress report will be used to help the Michigan Department of Labor and Economic Opportunity, Workforce Development (LEO-WD) monitor the progress of MiSchools to Tools grant program activities and identify grant implementation promising practices and challenges. Information collected provides an assessment of progress to meet performance outcomes, and identification of potential technical assistance needs.

Instructions

Please report on each item in sections below for the prior grant period of performance quarter:

- Unless specified, report progress and activities completed, not planned.
- Grantees who have no progress to report on an item should indicate so.

Grant Participant Data			
		Current Quarter	Cumulative Total
Section I: INFORMATION ON INDIVIDUALS SERVED			
A. Demographic Information	1. Gender (Total for Quarter and Cumulative)	0	0
	a. Male	0	0
	b. Female	0	0
	c. Did Not Self-Identify	0	0
	2. Age (Total for Quarter and Cumulative)	0	0
	a. 16-24	0	0
	b. 25-54	0	0
	c. 55+	0	0
	3. Disability Status (Total for Quarter and Cumulative)	0	0
	a. Yes	0	0
	b. No	0	0
	c. Did Not Self-Identify	0	0
	4. Veteran Status (Total for Quarter and Cumulative)	0	0
	a. Yes	0	0
	b. No	0	0
	c. Did Not Self-Identify	0	0
B. Ethnicity	1. Ethnicity (Total for Quarter and Cumulative)	0	0
	a. Hispanic – Yes	0	0
	b. Hispanic – No	0	0
	c. Did Not Self-Identify	0	0
C. Race	1. Race (Total for Quarter and Cumulative)	0	0
	a. Black/African American	0	0
	b. Asian	0	0
	c. American Indian/Alaska Native	0	0
	d. Native Hawaiian/Other Pacific Islander	0	0
	e. White	0	0
	f. Did Not Self-Identify	0	0

PERFORMANCE OUTCOMES	Current Quarter	Cumulative Total
Total students engaged. Total number of all students engaged at our Tools to Schools interactive trailer.	0	0
Total counselors, administrators, and teachers served. Total number of counselors receiving and completing CTE professional development modules, including virtual SCHES and in person training.	0	0
Total number of training events held.	0	0
Total parents and community members engaged. The total number of parents engaged in Trade School Nights.	0	0
Total number of parent/community engagement events.	0	0
Number of students enrolling in a RAP or pre-apprenticeship program.	0	0
Total number of new schools/programs offering Career Connections.	0	0
Total number of media hits based on our mobilizations. Including radio, TV, print, digital, social mentions of the trades.	0	0

Section I. Grant Progress

A. Provide a summary of grant activities, describing planned and actual progress for:

- Services supported by the grant and key activities completed.
- Partnership development and coordination activities in the quarter.
- Performance improvements to meet goals if projected goals were not met.

This is our first grant reporting period. Grand funds were issued in February. We developed our statement of work, defined our performance metrics and formalized our grant agreement. We conducted interviews and hired our Program Director to administer grant activities. Other activities are summarized below in the relevant sections.

B. Summarize service and training activities and outcomes for the quarter, to supplement participant data submitted through the One Stop Management Information System (OSMIS).

We established a relationship with Capital Area Michigan Works in anticipation of executing a contract with them to enter our relevant participant data into OSMIS. We are waiting on guidance from LEO as to the precise data to be collected and entered so that we can finalize and execute our contract.

C. Describe supportive services and specialized participant services provided in the quarter.

- Describe the type(s) of supportive services offered.
- Explain how they contributed to a participant's ability to fully participate.

No supportive services or specialized participant services were provided during the quarter, but are expected to begin next quarter.

Section II. Developed and Implemented Program Model Strategies

A. Describe how your program model worked towards, or realized, the grant program's intended purposes. Examples may include:

- Developing and implementing an outreach campaign for educators, parents and students.
- Designing education and training programs or career assistance tools/resources.

We began developing all aspects of our Program Model Strategies:

- *Developed and received approval for our first SCECH 1-hour virtual and 3-hour in-person training for teachers and counselors.*
- *Created our first Parent Skilled Trades Day programs that will be test-run in April and May.*
- *Attended Michigan Career Education Conference (MiCEC) to network with counselors and educators. As part of this educator outreach, we had 4 counselors come to our Detroit skilled training center. On site we discussed Schools to Tools and provided a tour of facility and explanation of apprenticeship. They appreciated the facility and discussion so much that they voluntarily recorded testimonials in support of the Schools to Tools program and its offerings.*
- *Worked with American Federation of Teachers-Michigan, who sponsored submission of our first SCECH curriculum for our 1-hour and 3-hour training programs.*
- *We contacted the Michigan Department of Education with the goal of becoming a SCECH sponsor ourselves, which would allow for streamlined program approvals and reporting.*
- *Established relationship with Capital Area Michigan Works to assist in entering captured data into OSMIS, once clarity of information is determined.*

B. Describe financial grant program activities and expenditures

- *We contracted professional services to provide brand development including our website and printed materials, photography and videography. These materials will be used for general marketing, to support trainings and engagements with educators, parents and students, and for touring mobile unit. Our website can be reviewed at www.schoolstotools.org. PDF's of our first print-run materials are attached.*

- *We engaged Creative Solutions Group (CSG) to design and build our mobile unit. CSG acquired a 44' trailer, and produced preliminary designs that include hands on, and virtual/augmented reality attractions to engage and inform students about careers as union carpenters, millwrights, floor layers, and more. Designs will be finalized and the buildout will begin next quarter.*
- *We licensed the Critical Mention platform to facilitate media outreach ahead of Schools to Tools school/community engagements, and earned media track coverage. We additionally purchased miscellaneous equipment supporting administration of the grant (laptop, phone, business cards for our Grant Program Manager).*
- *A top-line summary of expenditures is included in the attached materials.*

Section III. Strategic Grant Partnership Activities

A. Provide an update on strategic grant partnership activities.

- Discuss how grant partners were engaged.
- Outline specific roles and contributions of each grant partner.
- Identify challenges encountered/resolved in partnership development/management.

B. Report on new grant partners engaged in the program.

- *We engaged Wayne RESA for collaborative discussions and a testimonial video as described above. Wayne RESA will be a valuable partner for outreach to career/student counselors and teachers throughout Wayne County.*
- *We reached out to other union skilled trades to gauge their interest in participating in Schools to Tools. Ultimately we determined that it would be simpler to provide paths for our participants to engage with other union skilled trades through Management Unions Stronger Together (MUST), which in part links out to all the union skilled trades training programs.*
- *We laid the groundwork for executing a contract with Capital Area Michigan Works to facilitate our participant data entry into OSMIS, and as described above, we are waiting on guidance from LEO in order to finalize and execute that contract.*
- *We have worked very closely with the Michigan Statewide Joint Apprenticeship Training Fund. This independent entity is a joint endeavor between the MRCC and signatory contractors to deliver apprenticeship training programs. Our partnership with the JATF has provided access to training facilities for filming/photography, interviewing apprentices about their experience in the trades, and space to host in person educator trainings, career days and parent engagements.*

Section IV. Engagement and Outreach

- A. Report on efforts to engage and support educators, parents, and students.
- B. Report on new partnerships.
- C. Report on positive outcomes for program participants.

As this is our first reporting period, each of the partnerships described above is a new partnership this quarter.

Additionally, we sent representatives to attend the Michigan Career Education Conference (MiCEC) to network with counselors and educators. This outreach directly led to Wayne RESA's involvement as described above, and provided additional educator contacts throughout the state that we intend to leverage as we prepare to launch our mobile unit and other programming.

We worked with AFT to sponsor our first SCECH programs with the MDE as described above.

Section V. Status Update on Match or Leveraged Resources (if applicable)

- A. Report the cumulative amount of any leveraged resources provided by the grantee and partners each quarter. Leveraged resources are additional resources the grantee and its partners may be providing to support the implementation of the grants. Leveraged resources may take the form of cash or in-kind donations. Please indicate any new leveraged resources that may be used to sustain the project after the grant, if applicable.
- B. The update may include:
 - Organizations that contributed the resources;
 - Ways in which the resources were used during the current quarter;
 - Cumulative amount of match and/or leveraged resources; and
 - Type of match and/or leveraged resources contributed to the project

There has been no Match or Leveraged Resources at this time.

Section VI. Significant Activities, Accomplishments, and Success Stories

- A. Report on any other significant activities and accomplishments, including other grant-specific information considered to be important yet not captured in other sections.
- B. Describe in detail promising approaches, innovative processes, effective practices, effective or new uses of data, and/or lessons learned.
- C. Provide a grant level partner and/or participant level success story.

All significant activities and success stories have been previously detailed.

Section VII. Key Issues and Technical Assistance Needs

- A. Summarize significant opportunities, issues, or challenges (e.g. under-enrollment) encountered in the quarter and resolutions, actions taken, or plans set to address issues.
- B. Summarize any resolution(s) for issues and challenges identified in previous quarters.
- C. Share any other concerns, comments, or needs for Technical Assistance.

There have been no reportable issues in the quarter. We are awaiting technical guidance on OSMIS entry requirements. We anticipate we will need to begin OSMIS entry in June with the start of our summer camp pre-apprenticeship programs.

**Michigan Regional Council of Carpenters and Millwrights
MiSchools to Tools
Grant Program
Quarterly Narrative Report**

Contact Information

Grant Program	Michigan Regional Council of Carpenters and Millwrights MiSchools to Tools
Grant Number	AP-20232 2023 MiSchools_to_Tools
Grantor	Michigan Department of Labor and Economic Opportunity
Quarter End	DATE: 6/30/2023
Submission	DATE: 7/25/2023
Point of Contact	NAME: Lisa Canada
	EMAIL: lisa.canada@hammer9.com
	PHONE: (586) 506-6915

REPORT IS DUE WITHIN TWENTY-FIVE (25) DAYS AFTER THE END OF EACH QUARTER
email to LEO-Apprenticeship@michigan.gov within 25 days after end of quarter

Note

Grantees must not wait for the quarterly report deadline, and instead should inform LEO-WD, SAE Program Managers as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Purpose

The information provided in this quarterly narrative progress report will be used to help the Michigan Department of Labor and Economic Opportunity, Workforce Development (LEO-WD) monitor the progress of MiSchools to Tools grant program activities and identify grant implementation promising practices and challenges. Information collected provides an assessment of progress to meet performance outcomes, and identification of potential technical assistance needs.

Instructions

Please report on each item in sections below for the prior grant period of performance quarter:

- Unless specified, report progress and activities completed, not planned.
- Grantees who have no progress to report on an item should indicate so.

Grant Participant Data			
		Current Quarter	Cumulative Total
Section I: INFORMATION ON INDIVIDUALS SERVED			
A. Demographic Information	1. Gender (Total for Quarter and Cumulative)	1199	1199
	a. Male	306	306
	b. Female	43	43
	c. Did Not Self-Identify	794	794
	2. Age (Total for Quarter and Cumulative)	1199	1199
	a. 16-24	175	175
	b. 25-54	197	197
	c. 55+	0	0
	3. Disability Status (Total for Quarter and Cumulative)	1199	1199
	a. Yes	0	0
	b. No	0	0
	c. Did Not Self-Identify	1199	1199
	4. Veteran Status (Total for Quarter and Cumulative)	1199	1199
	a. Yes	14	14
	b. No	334	334
	c. Did Not Self-Identify	851	851
B. Ethnicity	1. Ethnicity (Total for Quarter and Cumulative)	1199	1199
	a. Hispanic – Yes	0	0
	b. Hispanic – No	0	0
	c. Did Not Self-Identify	1199	1199
C. Race	1. Race (Total for Quarter and Cumulative)	1199	1199
	a. Black/African American	0	0
	b. Asian	0	0
	c. American Indian/Alaska Native	0	0
	d. Native Hawaiian/Other Pacific Islander	0	0
	e. White	0	0
	f. Did Not Self-Identify	1199	1199

PERFORMANCE OUTCOMES	Current Quarter	Cumulative Total
Total students engaged, Overall Total number of all students engaged with Tools to Schools Including Interactive trailer.	1199	1199
Total counselors, administrators, and teachers served. Total number of counselors receiving and completing CTE professional development modules, including virtual SCHES and in person training.	4	4
Total number of training events held.	0	0
Total parents and community members engaged. The total number of parents engaged in Trade School Nights.	65	65
Total number of parent/community engagement events.	3	3
Number of students enrolling in a RAP or pre-apprenticeship program.	19	19
Total number of new schools/programs offering Career Connections.	0	0
Total number of media hits based on our mobilizations. Including radio, TV, print, digital, social mentions of the trades.	3	3

Section I. Grant Progress

A. Provide a summary of grant activities, describing planned and actual progress for:

- Services supported by the grant and key activities completed.
- Partnership development and coordination activities in the quarter.
Performance improvements to meet goals if projected goals were not met.

This is our second grant reporting period. All activities are summarized below.

B. Summarize service and training activities and outcomes for the quarter, to supplement participant data submitted through the One Stop Management Information System (OSMIS).

- *Scheduled further contact with Capital Area Michigan Works with guidance from L.E.O. to determine reporting data requirements and secure transmission, for July, 2023.*

- C. Describe supportive services and specialized participant services provided in the quarter.
- Describe the type(s) of supportive services offered.
 - Explain how they contributed to a participant's ability to fully participate.
 - *No supportive services or specialized participant services were provided during the quarter.*

Section II. Developed and Implemented Program Model Strategies

- A. Describe how your program model worked towards, or realized, the grant program's intended purposes. Examples may include:
- Developing and implementing an outreach campaign for educators, parents and students.
 - Designing education and training programs or career assistance tools/resources.

We've continued to develop all aspects of our Program Model Strategies:

- *Finalizing our SCECH training for teachers and counselors, both 1-hour virtual and 3-hour in-person programs, including meeting with officials at Reuther Library at Wayne State to develop an impactful lesson regarding the history of Labor Movement.*
- *Parent Skilled Trades Day programs held at Detroit and Wayland MRCC Training Centers.*
- *Hiring Combine held leading to several RAP, and numerous Apprentice Applications being submitted*
- *Approved interior and exterior graphics for Mobile Unit.*
- *Began working with specialist to develop and promote Schools To Tools message on social media platforms.*
- *Branded Tri-fold Brochures, Posters, Banners have been developed and ordered.*

- B. Describe financial grant program activities and expenditures
- *Ongoing work with professional photographers and videographers for: website, printed and promotional materials, and augmented and virtual reality stations for engagement in Schools To Tools Mobile Trailer. Locations include Gordie Howe Bridge and Soo Locks*
 - *Filmed, produced, edited over 100 questions for Trivia Activity in Mobile Unit.*
 - *Program Director attended schooling and obtained a Class A CDL license, to transport mobile unit.*
 - *A Freightliner tractor acquired to transport Mobile Trailer.*
 - *Branded promotional items has been secured including: Ball hats, Stickers, Water bottles, T-Shirts, Pennants, Carpenter pencils, Coffee mugs have been received*

Section III. Strategic Grant Partnership Activities

- A. Provide an update on strategic grant partnership activities.

- Discuss how grant partners were engaged.
- Outline specific roles and contributions of each grant partner.
- Identify challenges encountered/resolved in partnership development/management.

B. Report on new grant partners engaged in the program.

- *No strategic grant partnership activity for the quarter.*

Section IV. Engagement and Outreach

- A. Report on efforts to engage and support educators, parents, and students.
- B. Report on new partnerships.
- C. Report on positive outcomes for program participants.
 - *Career Days held at Detroit, Negaunee, and Wayland MRCC Training Centers*
 - *Parent Skilled Trades Day events held at both our Detroit and Wayland Training Centers, as a follow up for parents following Career Days.*
 - *Hiring Combine. Detroit event held April and resulted in at least 19 new hires on the spot, and an additional 71 applications to the apprenticeship.*
 - *See numbers for **GRANT PARTICIPANT DATA & PERFORMANCE OUTCOMES***

Section V. Status Update on Match or Leveraged Resources (if applicable)

- A. Report the cumulative amount of any leveraged resources provided by the grantee and partners each quarter. Leveraged resources are additional resources the grantee and its partners may be providing to support the implementation of the grants. Leveraged resources may take the form of cash or in-kind donations. Please indicate any new leveraged resources that may be used to sustain the project after the grant, if applicable.
- B. The update may include:
 - Organizations that contributed the resources;
 - Ways in which the resources were used during the current quarter;
 - Cumulative amount of match and/or leveraged resources; and
 - Type of match and/or leveraged resources contributed to the project
 - *There has been no Match or Leveraged Resources at this time.*

Section VI. Significant Activities, Accomplishments, and Success Stories

- A. Report on any other significant activities and accomplishments, including other grant-specific information considered to be important yet not captured in other sections.
- B. Describe in detail promising approaches, innovative processes, effective practices, effective or new uses of data, and/or lessons learned.
- C. Provide a grant level partner and/or participant level success story.

Our Hiring Combine, a new initiative held in April, received rave reviews. With more than 20 contractors and over 350 participants at our inaugural event. Here are a few of many participant level success stories.

o [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Section VII. Key Issues and Technical Assistance Needs

- A. Summarize significant opportunities, issues, or challenges (e.g. under-enrollment) encountered in the quarter and resolutions, actions taken, or plans set to address issues.
- B. Summarize any resolution(s) for issues and challenges identified in previous quarters.
- C. Share any other concerns, comments, or needs for Technical Assistance.

There have been no reportable issues in the quarter.

**Michigan Regional Council of Carpenters and Millwrights
MiSchools to Tools
Grant Program
Quarterly Narrative Report**

Contact Information

Grant Program	Michigan Regional Council of Carpenters and Millwrights MiSchools to Tools
Grant Number	AP-20232 2023 MiSchools_to_Tools
Grantor	Michigan Department of Labor and Economic Opportunity
Quarter End	DATE: 9/30/2023
Submission	DATE: 10/25/2023
Point of Contact	NAME: Lisa Canada
	EMAIL: lisa.canada@hammer9.com
	PHONE: (586) 506-6915

REPORT IS DUE WITHIN TWENTY-FIVE (25) DAYS AFTER THE END OF EACH QUARTER
email to LEO-Apprenticeship@michigan.gov within 25 days after end of quarter

Note

Grantees must not wait for the quarterly report deadline, and instead should inform LEO-WD, SAE Program Managers as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Purpose

The information provided in this quarterly narrative progress report will be used to help the Michigan Department of Labor and Economic Opportunity, Workforce Development (LEO-WD) monitor the progress of MiSchools to Tools grant program activities and identify grant implementation promising practices and challenges. Information collected provides an assessment of progress to meet performance outcomes, and identification of potential technical assistance needs.

Instructions

Please report on each item in sections below for the prior grant period of performance quarter:

- Unless specified, report progress and activities completed, not planned.
- Grantees who have no progress to report on an item should indicate so.

Grant Participant Data			
		Current Quarter	Cumulative Total
Section I: INFORMATION ON INDIVIDUALS SERVED			
A. Demographic Information	1. Gender (Total for Quarter and Cumulative)	467	1666
	a. Male		306
	b. Female		43
	c. Did Not Self-Identify	467	1261
	2. Age (Total for Quarter and Cumulative)	467	1666
	a. 16-24	467	642
	b. 25-54	0	197
	c. 55+		
	3. Disability Status (Total for Quarter and Cumulative)	467	1666
	a. Yes	0	0
	b. No	0	0
	c. Did Not Self-Identify	467	1666
	4. Veteran Status (Total for Quarter and Cumulative)	467	1666
	a. Yes	0	14
b. No	0	334	
c. Did Not Self-Identify	467	1318	
B. Ethnicity	1. Ethnicity (Total for Quarter and Cumulative)	467	1666
	a. Hispanic – Yes	0	0
	b. Hispanic – No	0	0
	c. Did Not Self-Identify	467	1666
C. Race	1. Race (Total for Quarter and Cumulative)	467	1666
	a. Black/African American	0	0
	b. Asian	0	0
	c. American Indian/Alaska Native	0	0
	d. Native Hawaiian/Other Pacific Islander	0	0
	e. White	0	0
	f. Did Not Self-Identify	467	1666

PERFORMANCE OUTCOMES	Current Quarter	Cumulative Total
Total students engaged, Overall Total number of all students engaged with Tools to Schools Including Interactive trailer.	467	1666
Total counselors, administrators, and teachers served. Total number of counselors receiving and completing CTE professional development modules, including virtual SCHES and in person training.	0	4
Total number of training events held.	0	0
Total parents and community members engaged. The total number of parents engaged in Trade School Nights.	0	65
Total number of parent/community engagement events.	0	0
Number of students enrolling in a RAP or pre-apprenticeship program.	0	19
Total number of new schools/programs offering Career Connections.	0	0
Total number of media hits based on our mobilizations. Including radio, TV, print, digital, social mentions of the trades.	3	6

Section I. Grant Progress

A. Provide a summary of grant activities, describing planned and actual progress for:

- Services supported by the grant and key activities completed.
- Partnership development and coordination activities in the quarter.
Performance improvements to meet goals if projected goals were not met.

This is our third grant reporting period. All activities are summarized below.

B. Summarize service and training activities and outcomes for the quarter, to supplement participant data submitted through the One Stop Management Information System (OSMIS).

- *Furthered relationship with Capital Area Michigan Works. With guidance from LEO, we've gained understanding of what relevant participation data is to be gathered, and how to securely transmit to CAMW for OSMIS entry. MOU is in the works.*

C. Describe supportive services and specialized participant services provided in the quarter.

- Describe the type(s) of supportive services offered.
 - Explain how they contributed to a participant's ability to fully participate.
- *No supportive services or specialized participant services were provided during the quarter.*

Section II. Developed and Implemented Program Model Strategies

- A. Describe how your program model worked towards, or realized, the grant program's intended purposes. Examples may include:
- Developing and implementing an outreach campaign for educators, parents and students.
 - Designing education and training programs or career assistance tools/resources.
 - *On September 1st, we took delivery of Mobile Field Trip tractor and trailer, thus realizing our goal to begin staging events at schools in September of 2023*
 - *Summer Camp Pre-Apprenticeship Programs concluded at both our Detroit and Wayland Training Centers*
 - *We finalized our SCECH Curriculum and gained recognition from the Department of Education to begin sponsoring and offering SCECH training sessions.*
- B. Describe financial grant program activities and expenditures
- *Voices selected and recorded for Voice Over narration, which was needed for multiple interactives in Mobile Field Trip (mobile unit).*
 - *Developed videos and PowerPoint presentation for both in person, and virtual SCECH training.*
 - *██████████ hired as Outreach Coordinator for Schools To Tools. ██████████ also attended schooling (CDL-A) and obtained a Class A CDL license, to operate the mobile field trip.*
 - *Billboard messaging developed and implemented in southeastern Michigan*
 - *Facebook advertising, developed and implemented for southeastern Michigan. Targeting Middle and High School Educators and Counselors.*

Section III. Strategic Grant Partnership Activities

- A. Provide an update on strategic grant partnership activities.
- Discuss how grant partners were engaged.
 - Outline specific roles and contributions of each grant partner.
 - Identify challenges encountered/resolved in partnership development/management.
- B. Report on new grant partners engaged in the program.
- *We engaged the State Superintendent and the Department of Education to walk them through our robust registered apprenticeship program, pre-apprenticeship*

programming, Schools to Tools outreach programming, and proposed educator training. As a result of our outreach and in-person meetings, we secured first-of-its-kind recognition as a professional development sponsor (SCECH) outside of K-12, college, or education union sponsors. This will enable us to offer our SCECH classes and empower us to make adjustments as we evaluate the most effective material to deliver our message to educators across the state.

Section IV. Engagement and Outreach

- A. Report on efforts to engage and support educators, parents, and students.
- B. Report on new partnerships.
- C. Report on positive outcomes for program participants.
 - *Held the soft-launch of our Mobile Field Trip (MFT) on Labor Day, catering mostly to families of MRCC members, elected officials and the press, generating stories in the Detroit Free Press, El Centro Hispanic Newspaper in Detroit, and laying the ground work for additional stories to follow.*
 - *Held first Mobile Field Trip (MFT) event at Pershing High School, in Detroit, MI. We engaged with 175 students, while 6 teachers registered for more information.*
 - *Held our second MFT event at University Prep Science and Math High School in Detroit, engaging 157 students and 10 teachers.*
 - *Received incredibly positive feedback from all educators and the vast majority of students who experienced the MFT, including 34 students who individually and voluntarily registered for more information on the next steps they can take to explore a skilled trades apprenticeship.*

Section V. Status Update on Match or Leveraged Resources (if applicable)

- A. Report the cumulative amount of any leveraged resources provided by the grantee and partners each quarter. Leveraged resources are additional resources the grantee and its partners may be providing to support the implementation of the grants. Leveraged resources may take the form of cash or in-kind donations. Please indicate any new leveraged resources that may be used to sustain the project after the grant, if applicable.
- B. The update may include:
 - Organizations that contributed the resources;
 - Ways in which the resources were used during the current quarter;
 - Cumulative amount of match and/or leveraged resources; and
 - Type of match and/or leveraged resources contributed to the project
 - *There has been no Match or Leveraged Resources at this time.*

Section VI. Significant Activities, Accomplishments, and Success Stories

- A. Report on any other significant activities and accomplishments, including other grant-specific information considered to be important yet not captured in other sections.
- B. Describe in detail promising approaches, innovative processes, effective practices, effective or new uses of data, and/or lessons learned.
- *After our first few events we made an adjustment to utilize more apprentices and increase our staffing of MFT events. We found the additional staffing allowed us to better engage and support students, and utilizing more apprentices allowed our younger members to relate to our target age group.*
- C. Provide a grant level partner and/or participant level success story.

o



Section VII. Key Issues and Technical Assistance Needs

- A. Summarize significant opportunities, issues, or challenges (e.g. under-enrollment) encountered in the quarter and resolutions, actions taken, or plans set to address issues.
- B. Summarize any resolution(s) for issues and challenges identified in previous quarters.
- C. Share any other concerns, comments, or needs for Technical Assistance.

We are awaiting guidance on how to leverage the unique identifier in OSMIS to log students participating in our summer camp pre-apprenticeship program with braided funds/support through multiple Michigan Works Offices. Once we have that, we will be able to log our last cohort into OSMIS for the purposes of this grant.

**Michigan Regional Council of Carpenters and Millwrights
MiSchools to Tools
Grant Program
Quarterly Narrative Report**

Contact Information

Grant Program	Michigan Regional Council of Carpenters and Millwrights MiSchools to Tools
Grant Number	AP-20232 2023 MiSchools_to_Tools
Grantor	Michigan Department of Labor and Economic Opportunity
Quarter End	DATE: 12/31/2023
Submission	DATE: 01/25/2024
Point of Contact	NAME: Lisa Canada
	EMAIL: lisa.canada@hammer9.com
	PHONE: (586) 506-6915

REPORT IS DUE WITHIN TWENTY-FIVE (25) DAYS AFTER THE END OF EACH QUARTER
email to LEO-Apprenticeship@michigan.gov within 25 days after end of quarter

Note

Grantees must not wait for the quarterly report deadline, and instead should inform LEO-WD, SAE Program Managers as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Purpose

The information provided in this quarterly narrative progress report will be used to help the Michigan Department of Labor and Economic Opportunity, Workforce Development (LEO-WD) monitor the progress of MiSchools to Tools grant program activities and identify grant implementation promising practices and challenges. Information collected provides an assessment of progress to meet performance outcomes, and identification of potential technical assistance needs.

Instructions

Please report on each item in sections below for the prior grant period of performance quarter:

- Unless specified, report progress and activities completed, not planned.
- Grantees who have no progress to report on an item should indicate so.

Grant Participant Data			
		Current Quarter	Cumulative Total
Section I: INFORMATION ON INDIVIDUALS SERVED			
A. Demographic Information	1. Gender (Total for Quarter and Cumulative)	3476	5142
	a. Male		306
	b. Female		43
	c. Did Not Self-Identify	3476	4737
	2. Age (Total for Quarter and Cumulative)	3476	5142
	a. 16-24	0	642
	b. 25-54	0	197
	c. 55+		
	3. Disability Status (Total for Quarter and Cumulative)	0	5142
	a. Yes	0	0
	b. No	0	0
	c. Did Not Self-Identify	3476	5142
	4. Veteran Status (Total for Quarter and Cumulative)	0	5142
	a. Yes	0	14
b. No	0	334	
c. Did Not Self-Identify	3476	4794	
B. Ethnicity	1. Ethnicity (Total for Quarter and Cumulative)	3476	5142
	a. Hispanic – Yes	0	0
	b. Hispanic – No	0	0
	c. Did Not Self-Identify	3476	5142
C. Race	1. Race (Total for Quarter and Cumulative)	3476	5142
	a. Black/African American	0	0
	b. Asian	0	0
	c. American Indian/Alaska Native	0	0
	d. Native Hawaiian/Other Pacific Islander	0	0
	e. White	0	0
	f. Did Not Self-Identify	3476	5142

PERFORMANCE OUTCOMES	Current Quarter	Cumulative Total
Total students engaged, Overall Total number of all students engaged with Tools to Schools Including Interactive trailer.	3476	5142
Total counselors, administrators, and teachers served. Total number of counselors receiving and completing CTE professional development modules, including virtual SCHES and in person training.	0	4
Total number of training events held.	0	0
Total parents and community members engaged. The total number of parents engaged in Trade School Nights.	0	65
Total number of parent/community engagement events.	0	0
Number of students enrolling in a RAP or pre-apprenticeship program.	0	19
Total number of new schools/programs offering Career Connections.	0	0
Total number of media hits based on our mobilizations. Including radio, TV, print, digital, social mentions of the trades.	3	9

Section I. Grant Progress

A. Provide a summary of grant activities, describing planned and actual progress for:

- Services supported by the grant and key activities completed.
- Partnership development and coordination activities in the quarter.
Performance improvements to meet goals if projected goals were not met.

This is our fourth grant reporting period. All activities are summarized below.

B. Summarize service and training activities and outcomes for the quarter, to supplement participant data submitted through the One Stop Management Information System (OSMIS).

- *Furthered relationship with Capital Area Michigan Works. MOU with CAMW signed in Dec. 2023. CAMW is now working to enter 2023 Summer Camp Pre-Apprenticeship participants into OSMIS*

C. Describe supportive services and specialized participant services provided in the quarter.

- Describe the type(s) of supportive services offered.
- Explain how they contributed to a participant's ability to fully participate.
- *No supportive services or specialized participant services were provided during the quarter.*

Section II. Developed and Implemented Program Model Strategies

- A. Describe how your program model worked towards, or realized, the grant program's intended purposes. Examples may include:
- Developing and implementing an outreach campaign for educators, parents and students.
 - Designing education and training programs or career assistance tools/resources.
 - *On Sept. 19, Michigan Department of Education (MDE) approved MRCC to be SCECH Sponsor, thus allowing us to develop and administer SCECH training for counselors and teachers throughout Michigan*
 - *On Dec. 20, MDE approved our submitted 3-hour SCECH training.*
 - *Scheduled a focus group with teachers and counselors to refine SCECH presentation for maximum effectiveness.*
- B. Describe financial grant program activities and expenditures
- *20 Mobile Field Trips school visits with over 3,0000 students served. Of those students served, 920 students signed up to receive additional information about skilled trades careers and pre-apprenticeship programming.*
 - *Our Mobile unit was active participant at MiCareer Quest Novi Michigan – region's largest interactive career exploration event.*
 - *JUST BUILD IT Construction Career Expo at Eastern Michigan with over 2,400 middle and high school students in attendance*

Section III. Strategic Grant Partnership Activities

- A. Provide an update on strategic grant partnership activities.
- Discuss how grant partners were engaged.
 - Outline specific roles and contributions of each grant partner.
 - Identify challenges encountered/resolved in partnership development/management.
- B. Report on new grant partners engaged in the program.
- *No strategic grant partnership activity for the quarter.*

Section IV. Engagement and Outreach

- A. Report on efforts to engage and support educators, parents, and students.
 - *Participated in 2023 Fall Conference for Michigan School Counselor Association (MSCA) in Kalamazoo, interacting with over 400 school counselors from around the state.*
 - *Presented at the MASCI conference in December reaching educators, industry partners, and career counselors about skilled trades careers and what Schools to Tools is doing to bridge students to relevant career information and programming.*

- B. Report on new partnerships.

- C. Report on positive outcomes for program participants.

Section V. Status Update on Match or Leveraged Resources (if applicable)

- A. Report the cumulative amount of any leveraged resources provided by the grantee and partners each quarter. Leveraged resources are additional resources the grantee and its partners may be providing to support the implementation of the grants. Leveraged resources may take the form of cash or in-kind donations. Please indicate any new leveraged resources that may be used to sustain the project after the grant, if applicable.

- B. The update may include:
 - Organizations that contributed the resources;
 - Ways in which the resources were used during the current quarter;
 - Cumulative amount of match and/or leveraged resources; and
 - Type of match and/or leveraged resources contributed to the project
 - *There has been no Match or Leveraged Resources at this time.*

Section VI. Significant Activities, Accomplishments, and Success Stories

- A. Report on any other significant activities and accomplishments, including other grant-specific information considered to be important yet not captured in other sections.

- B. Describe in detail promising approaches, innovative processes, effective practices, effective or new uses of data, and/or lessons learned.

- C. Provide a grant level partner and/or participant level success story.

[Redacted content]

[REDACTED]

[REDACTED]

[REDACTED]

Section VII. Key Issues and Technical Assistance Needs

- A. Summarize significant opportunities, issues, or challenges (e.g. under-enrollment) encountered in the quarter and resolutions, actions taken, or plans set to address issues.
- B. Summarize any resolution(s) for issues and challenges identified in previous quarters.
- C. Share any other concerns, comments, or needs for Technical Assistance.

There have been no reportable issues in the quarter.

**Michigan Regional Council of Carpenters and Millwrights
MiSchools to Tools
Grant Program
Quarterly Narrative Report**

Contact Information

Grant Program	Michigan Regional Council of Carpenters and Millwrights MiSchools to Tools
Grant Number	AP-20232 2023 MiSchools_to_Tools
Grantor	Michigan Department of Labor and Economic Opportunity
Quarter End	DATE: 03/31/2024
Submission	DATE: 04/24/2024
Point of Contact	NAME: Lisa Canada
	EMAIL: lisa.canada@hammer9.com
	PHONE: (586) 506-6915

REPORT IS DUE WITHIN TWENTY-FIVE (25) DAYS AFTER THE END OF EACH QUARTER
email to LEO-Apprenticeship@michigan.gov within 25 days after end of quarter

Note

Grantees must not wait for the quarterly report deadline, and instead should inform LEO-WD, SAE Program Managers as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Purpose

The information provided in this quarterly narrative progress report will be used to help the Michigan Department of Labor and Economic Opportunity, Workforce Development (LEO-WD) monitor the progress of MiSchools to Tools grant program activities and identify grant implementation promising practices and challenges. Information collected provides an assessment of progress to meet performance outcomes, and identification of potential technical assistance needs.

Instructions

Please report on each item in sections below for the prior grant period of performance quarter:

- Unless specified, report progress and activities completed, not planned.
- Grantees who have no progress to report on an item should indicate so.

Grant Participant Data			
		Current Quarter	Cumulative Total
Section I: INFORMATION ON INDIVIDUALS SERVED			
A. Demographic Information	1. Gender (Total for Quarter and Cumulative)	2615	7757
	a. Male		306
	b. Female		43
	c. Did Not Self-Identify	2615	7352
	2. Age (Total for Quarter and Cumulative)	2615	7757
	a. 16-24	0	642
	b. 25-54	0	197
	c. 55+		
	3. Disability Status (Total for Quarter and Cumulative)	0	7757
	a. Yes	0	0
	b. No	0	0
	c. Did Not Self-Identify	2615	7757
	4. Veteran Status (Total for Quarter and Cumulative)	0	7757
	a. Yes	0	14
	b. No	0	334
	c. Did Not Self-Identify	2615	7757
B. Ethnicity	1. Ethnicity (Total for Quarter and Cumulative)	2615	7757
	a. Hispanic – Yes	0	0
	b. Hispanic – No	0	0
	c. Did Not Self-Identify	2615	7757
C. Race	1. Race (Total for Quarter and Cumulative)	2615	7757
	a. Black/African American	0	0
	b. Asian	0	0
	c. American Indian/Alaska Native	0	0
	d. Native Hawaiian/Other Pacific Islander	0	0
	e. White	0	0
	f. Did Not Self-Identify	2615	7757

PERFORMANCE OUTCOMES	Current Quarter	Cumulative Total
Total students engaged, Overall Total number of all students engaged with Tools to Schools Including Interactive trailer.	2490	7632
Total counselors, administrators, and teachers served. Total number of counselors receiving and completing CTE professional development modules, including virtual SCHES and in person training.	119	123
Total number of training events held.	3	3
Total parents and community members engaged. The total number of parents/community members engaged in Trade School Night Tours.	24	89
Total number of parent/community engagement events.	3	3
Number of students enrolling in a RAP or pre-apprenticeship program.	0	19
Total number of new schools/programs offering Career Connections.	1	1
Total number of media hits based on our mobilizations. Including radio, TV, print, digital, social mentions of the trades.	0	9

Section I. Grant Progress

A. Provide a summary of grant activities, describing planned and actual progress for:

- Services supported by the grant and key activities completed.
- Partnership development and coordination activities in the quarter.
Performance improvements to meet goals if projected goals were not met.

This is our fifth grant reporting period. All activities are summarized below.

B. Summarize service and training activities and outcomes for the quarter, to supplement participant data submitted through the One Stop Management Information System (OSMIS).

- *No new activity this quarter. We are continuing to work with Capital Area Michigan Works to realize OSMIS entry of 2023 Summer Camp Pre-Apprenticeship participants.*

C. Describe supportive services and specialized participant services provided in the quarter.

- Describe the type(s) of supportive services offered.
- Explain how they contributed to a participant's ability to fully participate.
- *No supportive services or specialized participant services were provided during the quarter.*

Section II. Developed and Implemented Program Model Strategies

- A. Describe how your program model worked towards, or realized, the grant program's intended purposes. Examples may include:
- Developing and implementing an outreach campaign for educators, parents, and students.
 - Designing education and training programs or career assistance tools/resources.
 - *On January 20, we held our SCECH focus group with 14 educators to ensure maximum impact at future events.*
 - *On February 27 Schools to Tools hosted 64 educators for a 3-hour in person SCECH Training.*
 - *On March 7th Schools to Tools hosted 10 educators for a 3-hour in person SCECH Training.*
 - *In March, our social media campaign was launched on Facebook, Twitter, TikTok, and LinkedIn. Facebook is bringing the most engagement. LinkedIn's top performing posts include resources for educators and posts that highlight career studies, reports, and data. Once we begin using authentic videos, we anticipate numbers to continue rapidly increasing.*
 - *Facebook – 604 followers – 145,199 reached*
 - *Instagram – 33 followers – 3,507 reached*
 - *LinkedIn – 4 followers – 642 reached*
- B. Describe financial grant program activities and expenditures
- *11 Mobile Field Trips school visits with over 2,300 students served. Of those students served, over 470 students signed up to receive additional information about skilled trades careers and pre-apprenticeship programming.*
 - *Our Mobile Unit was in for repairs and upgrades: A second Virtual Welder was installed, the Virtual Reality JobSite Tour interactive was streamlined and technical issues were resolved, improvements were made to the Selfie Station, and mechanical maintenance was completed.*

Section III. Strategic Grant Partnership Activities

- A. Provide an update on strategic grant partnership activities.
- Discuss how grant partners were engaged.
 - Outline specific roles and contributions of each grant partner.
 - Identify challenges encountered/resolved in partnership development/management.
- B. Report on new grant partners engaged in the program.
- *No strategic grant partnership activity for the quarter.*

Section IV. Engagement and Outreach

- A. Report on efforts to engage and support educators, parents, and students.
 - o *Presented at Kalamazoo Regional Educational Service Agency, meeting with a dozen educators and administrators.*
 - o *Participated in Detroit Contractor Symposium, reaching industry partners and career counselors.*
 - o *Launched our social media presence, which has seen high engagement abnormally quick on Facebook and Instagram. Presence also on Twitter and LinkedIn. Feedback and engagement has been overwhelmingly positive.*
- B. Report on new partnerships.
- C. Report on positive outcomes for program participants.

Section V. Status Update on Match or Leveraged Resources (if applicable)

- A. Report the cumulative amount of any leveraged resources provided by the grantee and partners each quarter. Leveraged resources are additional resources the grantee and its partners may be providing to support the implementation of the grants. Leveraged resources may take the form of cash or in-kind donations. Please indicate any new leveraged resources that may be used to sustain the project after the grant, if applicable.
- B. The update may include:
 - Organizations that contributed the resources;
 - Ways in which the resources were used during the current quarter;
 - Cumulative amount of match and/or leveraged resources; and
 - Type of match and/or leveraged resources contributed to the project
 - o *There has been no Match or Leveraged Resources at this time.*

Section VI. Significant Activities, Accomplishments, and Success Stories

- A. Report on any other significant activities and accomplishments, including other grant-specific information considered to be important yet not captured in other sections.
- B. Describe in detail promising approaches, innovative processes, effective practices, effective or new uses of data, and/or lessons learned.
- C. Provide a grant level partner and/or participant level success story.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Section VII. Key Issues and Technical Assistance Needs

- A. Summarize significant opportunities, issues, or challenges (e.g. under-enrollment) encountered in the quarter and resolutions, actions taken, or plans set to address issues.
- B. Summarize any resolution(s) for issues and challenges identified in previous quarters.
- C. Share any other concerns, comments, or needs for Technical Assistance.

There have been no reportable issues in the quarter.

GRANT NO. AP-20232 2023 MiSchools_to_Tools

**GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF LABOR & ECONOMIC OPPORTUNITY
AND
MICHIGAN REGIONAL COUNCIL OF CARPENTERS AND MILLWRIGHTS**

GRANTEE/ADDRESS:



GRANTOR/ADMINISTRATOR/ADDRESS:

Stephanie Beckhorn, Director
Michigan Department of Labor & Economic Opportunity
Workforce Development (LEO-WD)
P.O. Box 30805
Lansing, Michigan 48909
beckhorns@michigan.gov

GRANT PERIOD OF PERFORMANCE:

From: October 1, 2022 – September 30, 2025

TOTAL AUTHORIZED BUDGET: \$5,000,000.00

Federal Contribution:	\$0
State Contribution:	\$5,000,000.00
Local Contribution:	\$0
Other Contribution:	\$0

ACCOUNTING DETAIL:

Funding Source:	General Fund/General Purpose (GFGP)
Accounting Template:	XXX-XXX-XXX
Appropriation Year:	2023
Location Code:	C033
Unit Code:	W425
CFDA #:	N/A
GRANTEE Fed I.D. No.	[REDACTED]
GRANTEE DUNS Number:	N/A

GRANT

The Michigan Department of Labor & Economic Opportunity, Workforce Development (LEO-WD) (the “Grantor”) enters into a binding agreement (the “Agreement”) with Michigan Regional Council of Carpenters and Millwrights (MRCC) (the “Grantee”). As used in this Agreement, LEO-WD and Grantee are sometimes individually referred to as a “Party” and collectively as “Parties” and are subject to the terms and conditions of this grant agreement.

I. STATEMENT OF PURPOSE

The Department of Labor and Economic Opportunity, Workforce Development (LEO-WD) will expand and diversify the state’s talent pool through the MiSchools_to_Tools grant program, designed to foster greater awareness of the benefits from a skilled trades career for middle and high school students, and their parents, while creating pathways for students to begin careers.

This Agreement is to provide funding in the amount of up to \$5,000,000 in exchange for work to be performed for the projects pursuant to Section 1094m(13) of PA 166 of 2022. This agreement is subject to the terms and conditions specified herein.

Resulting employment from MRCC’s MiSchools_to_Tools activities benefit residents and the state. Participants will gain long-term economic security in high demand, high-wage United States Department of Labor (USDOL) Registered Apprenticeships (RA). Having skilled workers in the building trades and transportation sectors of the construction industry will help the state close current skills gaps and emerge from the coronavirus-related economic downturn more quickly.

The recent historic investment from the federal Bipartisan Infrastructure Law (IIJA) provides Michigan the opportunity to improve our competitiveness by rebuilding our roads, bridges, and rails, expanding access to clean drinking water, modernizing our energy, and heating infrastructure, and ensuring every Michigander has access to high-speed internet. To actualize these improvements, Michigan will require a workforce with the skills necessary to complete the vast array of projects that will be established throughout the state over the next several years and serve generations to come. As a key stakeholder in the development of Michigan's workforce, we appreciate you investing in training and resources that support the improvements listed above. For additional information regarding infrastructure projects and key demand occupations, please reach out to your grant administrator to learn ways you can support Michigan's future.

II. STATEMENT OF WORK (SOW) SUMMARY

MRCC will utilize MiSchools_to_Tools grant funds to assist in building and retaining a Michigan based building trades and transportation sector workforce, which includes, but is not limited to, funding for training curriculum; supplies, materials, and equipment; improvements to its training institutes and other real or personal property used for training purposes; instructional costs; and any other necessary costs incurred to maintain or improve training services.

A fully detailed SOW defining all program activities and deliverables and a fully detailed budget is included as “Attachment A.” The Grantee agrees that they will adhere to all provisions presented in the SOW. Changes will be allowed only upon prior review and written approval by the Grantor.

The scope of this project is limited to the activities specified in Attachment A, and such activities as are authorized by LEO-WD under this Agreement. Any change in project scope requires prior written approval in accordance with Section 14 of this Agreement. By acceptance of this Agreement, the Grantee commits to complete the projects identified in Attachment A within the period of performance allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

III. MONITORING AND REPORTING PROGRAM PERFORMANCE

A. Monitoring

The Grantor shall monitor performance to assure time schedules are met and projected work by period of performance is accomplished. Monitoring shall include regular comprehensive on-site or virtual reviews to assess project performance.

B. Participant Documentation Requirements

Grantees must ensure that each participant enrolled in the grant program has provided proper documentation showing their eligibility to work in the United States. A copy of the documentation must be placed in their case files. This action must be completed for all individuals enrolled.

Eligible participants are individuals who participate in grant funded activities between October 1, 2022, through September 30, 2025.

Each participant file must contain the following information and other necessary participant information as detailed in section 3.F. (below):

- Social Security Number
- Equal Opportunity (EO) is the Law Notice
- Selective Service Registration for males over the age of 18
- Eligibility Documentation providing determination of legal status to work in the U.S.
- Right to Work in the U.S. documentation including a copy of participant's birth certificate, passport, and/or social security card
- Eligibility for Veteran's Benefits

C. Personally Identifiable Information (PII)

Grantee must recognize and safeguard personally identifiable information except where disclosure is allowed by prior written approval of LEO-WD or by court order. Guidance on the Handling and Protection of Personally Identifiable Information can be found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872

D. Quarterly Narrative Report (QNR)

1. Written Quarterly Performance Report Content: The Grantee shall submit to the Grantor, a QNR that describe the following information:

- Section I. Grant Progress
- Section II. Developed and Implemented Program Model Strategies
- Section III. Strategic Grant Partnership Activities
- Section IV. Employer Engagement
- Section V. Status Update Match or Leveraged Resources (*if applicable*)
- Section VI. Significant Activities, Accomplishments, and Success Stories
- Section VII. Key Issues and Technical Assistance Needs

Grantees must complete and submit a QNR to the SAE Team by email to LEO-Apprenticeship@michigan.gov 25 days after the end of the reporting quarter.

Due Dates for Quarterly Reports:

Due Date	Period Covering
April 25, 2023	January 1 – March 31, 2023
July 25, 2023	April 1 – June 30, 2023
October 25, 2023	July 1 – September 30, 2023
January 25, 2024	October 1 – December 31, 2023
April 25, 2024	January 1 – March 31, 2024
July 25, 2024	April 1 – June 30, 2024
October 25, 2024	July 1 – September 30, 2024
January 25, 2025	October 1 – December 31, 2024
April 25, 2025	January 1 – March 31, 2025
July 25, 2025	April 1 – June 30, 2025
October 25, 2025	July 1 – September 30, 2025

The QNR must focus on quarterly progress toward the completion of the Grantee Work Plan associated with the expansion of new RAs, pre-apprenticeship, labor partner engagement efforts, and other RA stakeholder engagement of the Grantee during the reporting period. Please see Attachment B for the required QNR format.

2. Final Report

The Grantee will submit, electronically to LEO-Apprenticeship@michigan.gov, one copy of the Final Report no later than 60 calendar days after the completion of the grant period. For closeout guidance reference the “CLOSEOUT” section.

Written Final Report Content: The Grantee’s Final Report will include the following information:

- (a) A summary of the project implementation plan and any deviations from the original project as proposed.
- (b) Accomplishments experienced while carrying out the project activities.
- (c) Challenges and lessons learned during and after project implementation.
- (d) Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
- (e) Financial expenditures of grant money and leveraged funds to the project, including in-kind and/or direct resources.
- (f) Actual budget expenditures compared to the budget in this agreement. Include the basis or reason for any discrepancies.
- (g) Coordinated efforts with other organizations to complete the project.

3. Monthly MRCC MiSchools_to_Tools Grantee Conference Calls:

LEO-WD will convene monthly conference calls with MRCC to discuss state and local performance; state, and local updates, highlight promising and best practices, and deliver technical assistance information.

E. Performance Measures

The Grantee is expected to minimally accomplish the outcomes listed in the chart below. Additional metrics are encouraged and may be reported in the QNR.

Apprenticeship Employment and Training Apprentice Performance Outcomes		
1	Total students engaged Number of students engaged in the Schools to Tools interactive trailer.	5,000
2	Total counselors, administrators, and teachers served Total number of counselors receiving and completing CTE professional development modules, including virtual SCHES and in person training.	500
2.a	Total number of training events held	27
3	Total parents and community members engaged The total number of parents engaged in Trade School Nights.	500
3.a	Total number of parent/community engagement events	100
4	Number of students enrolling in a RAP or pre-apprenticeship program	500
5	Total number of new schools/programs offering Career Connections	15
6	Total number of media hits based on our mobilizations Including radio, TV, print, digital, social mentions of the trades.	600

F. Participant Entry in the One-Stop Management Information System (OSMIS)

Grantee shall report services provided to MiSchools_to_Tools participants through the submission of PII, and related information into the Apprenticeship Program in OSMIS (AP in OSMIS). The AP in OSMIS Guide (found inside the OSMIS System, under the Help/Info tab) can be referenced for additional detail on the input process. In OSMIS, the Grantee must select activities associated with each funding source/grant for each participant. Multiple funding streams may be braided together to support a participant (co-enrolled) when the co-enrollment is allowable, and participant is eligible.

IV. PAYMENT INFORMATION

- A. An initial advance of \$2,500,000.00 shall be made to the Grantee upon receipt by the Grant Administrator of a signed Agreement and a request for advance from the Grantee.
- B. Additional funds shall only be disbursed after verification that the initial payment has been fully expended, in accordance with the budget and activities specified in Attachment A. The Grantee must provide sufficient documentation, to verify that all expenditures were made in accordance with budget and activities specified in Attachment A. Such documentation shall indicate grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement.
- C. LEO-WD will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Agreement, and only for acceptable expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until LEO-WD receives all required, requested, and necessary documents from the Grantee, it shall not be liable for any payments to the Grantee.
- D. The grant Period of Performance shall commence October 1, 2022, and continue until September 30, 2025, unless an event described in the "CANCELLATION" section of this Agreement occurs. This Agreement does not commit LEO-WD to approve requests for any additional funds during or beyond the grant Period of Performance.
- E. The transfer of funds among budget cost categories is restricted such that if the cumulative amount of such transfers exceeds, or is expected to exceed, ten percent (10%) of the total budget as last approved by the LEO-WD, the recipient must request and achieve prior approval from LEO-WD.
- F. If applicable, based on the work plan, travel expenses for mileage, meals, and relevant costs will not be reimbursed at rates greater than the most recent listing found under the "Travel Rates and Select Cities" section of the Michigan.gov, Department of Technology, Management & Budget (DTMB) website, Services, [Travel webpage](#), without prior written consent of the Grantor. Lodging rates may exceed minimums, but must be competitive, reasonable, and fully justifiable.
- G. Request for changes in the Budget must be submitted in writing and will be allowed only upon prior review and written approval by the Grant Administrator.
- H. Profit under this award, including sub-awards, is an allowable cost. However, profit is payable only to commercial organizations and must be negotiated as a separate element of each contract's price. Profit rates can be negotiated from zero percent up to a maximum of ten percent. Profit rates can only be applied against the commercial organization's personnel-related costs (i.e., salaries, wages, and benefits) for the staff that contributed to the organization's unique capacity to manage and achieve the performance of the contract.
- I. Factors to consider when negotiating profit are the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- J. Under cost-reimbursement contracts there is little to no risk to the commercial organization, therefore profit is usually not warranted. Profit must be tied to performance and cannot be paid as a guaranteed fixed fee. Profit is earned when performance outcomes are attained and is disbursed when those outcomes are validated. Profit cannot be paid in addition to performance payments or incentive payments.
- K. The Grantee must register with SIGMA Vendor Self Service (VSS) to receive purchase orders and payments from the State of Michigan. The Grantee must visit www.michigan.gov/VSSLogin to claim an account and update all information contained therein, or create a new account if necessary. Only one SIGMA VSS account is required to receive State of Michigan purchase orders, contracts, and payments.
- L. Contact SIGMA VSS directly with questions. Contact information is located on the website: www.michigan.gov/VSSLogin .

V. PROJECT INCOME

Program Income shall be used by the Grantee for allowable grant costs. All Program Income must be expended during the life of the grant. To the extent that it can be determined that interest is earned on funds awarded, the applicable interest income must be included as Program Income for financial expenditures reporting purposes on the grant.

VI. SHARE-IN-SAVINGS

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grantor.

VII. ORDER OF SPENDING

Unless otherwise required, the Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. The Grantee is responsible for securing any required matching funds from sources other than the State.

VIII. PURCHASE OF EQUIPMENT

The purchase of equipment not specifically listed in the Budget must have the prior written approval of the Grantor. Equipment is defined as tangible, non-expendable personal property having a useful life of more than one year and a per unit acquisition cost of more than \$5,000. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

IX. FISCAL REPORTING

The Grantee will track and report expenditures in accordance with appropriate state regulations by SIGMA invoicing. The grant administrator will provide an invoice template. All financial expenditure reports shall be on an accrued basis. Accrued expenditures are defined as actual expenditures through a specific reporting period plus an estimate of costs incurred for goods and services that have been received but have not yet been paid.

Funding Source: General Fund/General Purpose (GFGP)
Accounting Template: XXX-XXX-XXX

Quarterly fiscal expenditure reports for this grant must be submitted no later than the 20th calendar day after the end of the calendar quarter being reported. Should the 20th calendar day fall on a weekend or State recognized holiday, the report is due the last business day prior to the 20th day.

X. ACCOUNTING, RECORD KEEPING AND RETENTION

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records, which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, timesheets, and invoices.

The expenditure of State funds shall be reported by line item and compared to the Budget. LEO-WD may require additional information to demonstrate fiscal controls at any point during or after the grant period.

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater, as provided by law following the creation of the records or documents.

XI. COMPETITIVE BIDDING

As described in LEO Policy Issuance 19-30, Change 1 (issued October 8, 2021), the Grantee agrees that all vendor procurement transactions, excluding affiliate agreements, involving the use of state funds, shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grantor before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

XII. ACCESS TO RECORDS

During the grant Period of Performance, and for seven (7) years from the sooner of the End Date or Agreement Cancellation, the Grantee shall maintain reasonable records, including evidence that services were performed, identities of participants served, and shall allow access to those records by LEO-WD and State of Michigan Auditor General.

XIII. AUDIT

The Grantee agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at the Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

The Grantee will have an annual audit conducted by an independent audit firm that at a minimum will:

1. Include an audit of the Grantee's financial statements in accordance with Generally Accepted Government Auditing Standards. Financial statements must reflect the Grantee's financial position, results of operations or changes in net assets, and cash flows for the fiscal year audited. The financial statements must be for the same organizational unit that performed work under the Agreement.
2. Obtain an understanding of the internal controls and perform tests of internal controls.
3. Perform procedures to determine whether the Grantee has complied with the terms and conditions of the Agreement.
4. Ensure appropriate corrective action was taken for all prior year audit findings.

No later than 180 days after the end of the audit period, the Grantee will submit an audit report to the State's Program Manager that at a minimum includes:

- (a) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the program is presented fairly in all material respects in accordance with the stated accounting policies.
- (b) A report on internal control related to the program, which must describe the scope of testing of internal control and the results of the tests.
- (c) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the terms and conditions of Agreement which could have a direct and material effect on the State.
- (d) A schedule of findings and questioned costs for the program that includes a summary of the auditor's results relative to the program.

The Grantee is responsible for prompt follow-up and corrective action on all audit findings. The Grantee must prepare a corrective action plan for all audit findings. The corrective action plan is to be submitted to the State with the audit report.

XIV. PROJECT CHANGES

The Grantee must obtain prior written approval for project changes from the Grantor. All change requests must be submitted in writing to the Grant Administrator. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions will result in an amendment to this award. No transfers of funds between allocations will be authorized, only de-obligation of funds, except on a case-by-case basis, with prior approval.

Types of award adjustments:

- a) Project site
- b) Project scope
- c) Change of address

- d) Changes that increase or decrease the total cost of the project
- e) Addition or modification to the project budget requiring prior approval
- f) Changes in award Period of Performance – Written requests should be at least 90 calendar days before the end date of the award
- g) Change in or temporary absence of the Project Manager, Chief Financial Officer, Signatory Official, and any key personnel
- h) Release of special conditions
- i) Transfer of project, if required

XV. LEO-WD GRANT ADMINISTRATOR

The Grantee must communicate with the representative named below or their designee regarding this Agreement. The Grant Administrator may be changed at any time at the discretion of LEO-WD.

Kevin Chau
Apprenticeship Specialist
State Apprenticeship Expansion
Michigan Department of Labor and Economic Opportunity
P.O. Box 30805, Lansing, Michigan 48909
chauk@michigan.gov
517-243-6051

XVI. CONFLICT OF INTEREST

The Grantee affirms that there exists no actual or potential conflict of interest between the Grantee, the Grantee's key personnel or its family, business, or financial interest (the "Grantee's Interests") and the activity under this Grant. In the event of a change in either its private interests or activities under this Grant, Grantee will inform LEO-WD immediately in writing regarding possible conflicts of interest that may arise as a result of such change. Grantee shall resolve all conflicts of interest that may arise to the satisfaction of LEO-WD.

XVII. PUBLICITY

MiSchools_to_Tools grant activities and resultant outcomes published in any publicity materials for promotion and outreach, advertising, or news releases should be referenced as the MiSchools_to_Tools program. The Grantee will not use the name of the State of Michigan or LEO-WD, nor any officer, agent, or employee of the State of Michigan and LEO-WD in any publicity, advertising or news release concerning this Agreement without the prior written approval of the Grant Administrator or an authorized representative of LEO-WD.

At the request and expense of LEO-WD, the Grantee will cooperate with LEO-WD to promote project activities through one or more of the placements of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

XVIII. LIABILITY

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

XIX. INTELLECTUAL PROPERTY

Unless otherwise required by law, all intellectual property developed using project funds, including copyright, patents, trademarks, and trade secrets, shall belong to the Grantor.

XX. SAFETY

The Grantee, all contractors, and subcontractors are responsible for ensuring that all precautions are always exercised for the protection of persons and property. Safety provisions of all applicable laws and building and construction codes shall be observed.

The Grantee, contractors, and every subcontractor are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting Agreement work or performance and shall always carefully observe and comply with all rules, ordinances, and regulations. The Grantee and all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

XI. INDEMNIFICATION

A. General Indemnification

To the extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the State, and LEO-WD from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Grantee or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

B. Employee Indemnification

In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, by any employee of the Grantee or any of its subcontractors, the indemnification obligation under the Agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Grantee or any of its subcontractors under worker disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

C. Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity, or service developed or supplied by the Grantee 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 patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

The Grantee's duty to indemnify pursuant to this section continues in full force and effect, notwithstanding the expiration or early cancellation of the Agreement, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

XXII. CANCELLATION

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

A. Termination for Cause

In the event the Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage, or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Grantee shall be responsible for all costs incurred by the State in terminating this Agreement, including but not limited to, state administrative costs, reasonable attorneys' fees, and court costs, and any reasonable additional costs the State may incur.

B. Termination for Convenience

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate this Agreement for its convenience, in whole or in part, by giving the Grantee written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

C. Non-Appropriation

The Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The State shall give the Grantee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the State in writing, immediately take all

reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

D. Criminal Conviction

The State may terminate this Agreement immediately and without further liability or penalty in the event, the Grantee, an officer of the Grantee, or an owner of a 25 percent or greater share of the Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including 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 State reflects upon the Grantee's business integrity.

E. Approvals Rescinded

The State may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to the Grantee or may be effective as of the date stated in such written notice.

XXIII. NO STATE EMPLOYEES OR LEGISLATORS

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement or any benefit that arises from this Agreement.

XXIV. NON-DISCRIMINATION

LEO-WD, in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, 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.

As a condition to the award of financial assistance from the State of Michigan, the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Michigan Compiled Law (MCL) 37.2102: Elliot-Larsen Civil Rights Act, Act 453 of 1976, which prohibits discrimination on the basis of race, color, and national origin.

MCL 27.1202: Persons with Disabilities Civil Rights Act, Act 220 of 1976, 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.

The Grantee understands that the State of Michigan and/or the United States has the right to seek judicial enforcement of the above-named assurances.

XXV. UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act (PA) 278, MCL 423.231, et seq., the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Grantee, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of the Grantee as an employer or the name of the subcontractor, manufacturer, or supplier of the Grantee appears in the register.

XXVI. CERTIFICATION REGARDING DEBARMENT

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

XXVII. ILLEGAL INFLUENCE

A. The Grantee certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, 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 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 grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all sub-recipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. 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.

B. The Grantee certifies, to the best of his or her knowledge and belief that:

No state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan, or cooperative agreement.

XXVIII. GOVERNING LAW

The Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

XXIX. COMPLIANCE WITH LAWS

The Grantee shall comply with all applicable federal, state, and local laws and ordinances (“Applicable Laws”) in performing this Agreement.

XXX. JURISDICTION

Any dispute arising from the Agreement shall be resolved in the State of Michigan. With respect to any claim between the parties, the Grantee consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non convenience or otherwise. The Contractor agrees to appoint agents in the State of Michigan to receive service of process.

XXXI. ASSIGNMENT

The Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise) without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

XXXII. ENTIRE AGREEMENT

This Agreement, including the exhibits incorporated herein, is the entire Agreement between the Parties. This Agreement may not be modified or amended except by a written instrument signed by the Parties.

XXXIII. CLOSEOUT REQUIREMENTS

LEO-WD will close out MiSchools_to_Tools when it determines that all applicable administrative actions and all required work of the award have been completed by the grantee. This section specifies the actions the grantee and LEO-WD must take to complete this process at the end of the period of performance.

- A. The grantee must submit to the LEO-WD, no later than 60 calendar days (or an earlier date as agreed upon by LEO-WD and grantee) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award.
- B. Unless LEO-WD authorizes an extension, the grantee must liquidate all financial obligations incurred under the award no later than 60 calendar days after the end date of the period of performance as specified in the terms and conditions of the award.
- C. LEO-WD will make prompt payments to the grantee for costs meeting the requirements under the award being closed out.
- D. The grantee must promptly refund any balances of unobligated cash that LEO-WD paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.
- E. Consistent with the terms and conditions of the award, LEO-WD must make a settlement for any upward or downward adjustments to the share of costs after closeout reports are received.
- F. The grantee must account for any real and personal property acquired with funds received.
- G. When a grantee completes all closeout requirements, LEO-WD will promptly complete all closeout actions.
- H. If the grantee does not submit all reports in accordance with this section and the terms and conditions, LEO-WD will proceed to close out with the information available within one year of the period of performance end date.
- I. If the grantee does not submit all reports in accordance with this section within one year of the period of performance end date, LEO-WD must report the grantees material failure to comply with the terms and conditions.

XXXIV. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between the State and the Grantee is that of a sub-recipient. No agent, employee, or servant of the Grantee or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Grantee will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Agreement.

XXXV. AGREEMENT CONFLICTS

In the event of a conflict between the terms of this Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in this Agreement.

XXXVI. SIGNATORIES

The signatories below warrant that they are empowered to enter into this Agreement and agree to be bound by it.

GRANTOR

[Redacted Signature]

2/13/23

Deborah Lyzenga, Division Director
Industry Engagement Division

Date

GRANTEE

[Redacted Signature]



Michigan Regional Council of Carpenters • U.B.C.J.A.

SCHOOLS TO TOOLS

MRCC State Grant Program

Program Objective

Too often, the trades are simply overlooked as a legitimate, valuable option for students to consider. Recently, we have seen an increase in the number of apprentices who—at the urging of school counselors, parents, and others—go to college only to realize later they prefer a career in the trades. This is detrimental to those who needlessly incur significant student debt and delay their entry into their chosen field. Union skilled trades careers offer great pay, retirement, and health benefits, and Apprentices earn their regular wage while they learn lifelong skills.

More broadly speaking, the lack of consideration for skilled trades careers has created an unprecedented skilled trades gap in Michigan that will limit our state’s potential for economic growth unless addressed. Schools to Tools is designed to foster greater awareness of the opportunities for a skilled trades career for middle and high school students and their parents while creating pathways for students to begin their careers after graduation.

Deliverables and accountability

Program Director

The grant will, in part, fund the creation of a new full-time position overseen by the officers of the MRCC that will focus entirely on building and implementing the Schools to Tools program. This Program Director will work in tandem with school counselors, the MDE, other building trades unions, school administrators, and teachers. They will be responsible for creating a program focused on educating parents, teachers, and administrators about the benefits and importance of introducing students to the possibility of working in our trades.

Geographical Area of Concentration

Middle school and High school districts that lie (at least 50%) within a 30-mile radius of the MRCC’s Detroit Training Center and a 90-mile radius of the Saginaw, Wayland (near Grand Rapids), and Marquette Training Centers.

Materials to Produce

The grant will fund the creation of printed materials and videos to promote skilled trades careers and serve as resources for students, teachers, parents, and counselors. These materials will include (but not necessarily be limited to):

- Introduction to the Trades for middle school students
- Introduction to the Trades for middle school parents
- The benefits of pursuing a career in the trades for middle school counselors

- Introduction to the Trades for high school students
- Introduction to the Trades for high school parents
- The benefits of pursuing a career in the trades for high school counselors
- Marketing materials for teachers and counselors to increase the visibility of the trades in their classrooms and offices
- Tick Tock and Instagram videos

Mobile Trailer

The Schools to Tools mobile trailer will travel to school districts for special programs, assemblies, career days, sporting events, and more. It will carry materials representing the work our skilled trades professionals do in the field and allow students to experience hands-on interactions that will introduce to them the feeling of accomplishment one gets from working with their hands. Demonstrations are expected to include:

- Simulated Welding
- Measuring, cutting, and connecting wood and other materials
- Drywall and stud work
- Layout (level and transit)
- VR Goggles for Bridge and Scaffolding work simulation
- Flooring Design
- Alignment and Millwrighting

Using Technology to Support our Goals

We will leverage the latest technology and platforms to extend our reach, meet students where they are, and measure our impact.

- Tick Tock and Instagram videos
- Geofence districts before our visit to drum up interest and excitement
- A CMS platform to offer content and engagement opportunities, track engagements, facilitate follow-up with interested students, and inform modifications/updates to our programming to improve effectiveness.

Counselor, Administrator, and Teacher Professional Development and Training Center Tours

It has historically been difficult and costly for school counselors and other education professionals to access professional development that covers their required “career counseling” hours in the skilled trades. We want to expand the options for these professionals by partnering with MDE-approved State Continuing Education Clock Hours (SCECH) Sponsors to provide low to no-cost career-focused professional development hours to education professionals.

During administrative development days, we will bus teachers, administrators, and counselors to our training center so that they can see for themselves what their students will learn in our classrooms, in our welding booths, and on our manipulation floors during their 4-year apprenticeship program. They will learn that the choice to learn a trade is one that is intellectually stimulating, rewarding, highly compensated, and can be accomplished without incurring college debt.

Parent and Student Visits

Similar to how colleges encourage students to visit a college campus before applying, we will maintain

designated days each month when parents can sign up to visit one of our training centers with their children. We would roll out the red carpet these days, treating them not only to tour but also to hear from apprentices, instructors, and journeymen. In addition, they will have the chance to pick a particular craft of interest and create a rug, a toolbox, or a metal sculpture.

Providing Curriculum

Tools to Schools grant funding will also be used to provide grants to schools that choose to start or reinstate carpentry/skilled trades classes, allowing them to access the United Brotherhood of Carpenters' nationally recognized curriculum, Career Connections. This curriculum enables schools to offer students pre-apprenticeship certifications recognized by the MDE for the purposes of Perkins V funding/compliance and connects students to the math, concepts, safety requirements, and practical skills to jumpstart a career in the skilled trades.

Partnerships

The MRCC and its Schools to Tools Program Director will partner with organizations in the building trades and educational spaces to ensure program dollars are well spent and deliver maximum impact toward the program objectives. We envision these partners will include (but not be limited to):

- Michigan College Access Network
- Michigan School Counselors Association
- Michigan Department of Education
- Other Union Building Trades
- Michigan Association of School Administrators
- Michigan Association of School Boards
- Michigan Association of Secondary School Principals
- MEA and AFT

Grant Budget

	Start-up	Year 1	Year 2	Year 3	Total
I. Administration / General	\$ 125,000	\$ 350,299	\$ 360,879	\$ 367,651	\$ 1,362,329
Salaries/Personnel		\$ 118,643	\$ 121,609	\$ 124,649	\$ 364,901
Fringe Benefits		\$ 28,556	\$ 29,270	\$ 30,002	\$ 87,828
Travel (milage, hotel, misc. travel expense)		\$ 38,100	\$ 45,000	\$ 48,000	\$ 131,100
Computer, Camera, other support equipment	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Software (CMS, Misc.)	\$ 15,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 22,500
CAMW! OSMIS Support		\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000
Uniforms	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Website	\$ 40,000	\$ 7,500	\$ 7,500	\$ 7,500	\$ 62,500
Printed material		\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Promotional Material / Give-aways		\$ 75,000	\$ 75,000	\$ 75,000	\$ 225,000
Video / Social Media Production	\$ 50,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 110,000
Traditional Advertising		\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Misc.	\$ 8,500				\$ 8,500
II. Mobile Outreach Unit	\$ 1,250,000	\$ 413,425	\$ 467,272	\$ 469,511	\$ 2,600,208
Equipment: Trailer/Truck	\$ 750,000				\$ 750,000
Equipment: Tooling	\$ 500,000				\$ 500,000
Supplies: consumable demo materials		\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
Fuel		\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000
Staff for mobilizations		\$ 43,425	\$ 97,272	\$ 99,511	\$ 240,208
Insurance		\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
Promotion / Media		\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000
Contractual Support (CSG) – Verify		\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
III. Counselor Training	\$ 30,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 210,000
Program Development	\$ 30,000				\$ 30,000
Training Event Food, supplies		\$ 60,000	\$ 60,000	\$ 60,000	\$ 180,000
IV. Teacher/Administrator Outreach	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 175,000
Professional Development and Materials	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 175,000
V. Parent/Community Engagement		\$ 106,320	\$ 107,478	\$ 108,665	\$ 322,463

Staff Time Reimbursement		\$ 46,320	\$ 47,478	\$ 48,665	\$ 142,463
Food		\$ 40,000	\$ 40,000	\$ 40,000	\$ 120,000
Promotional Material		\$ 20,000	\$ 20,000	\$ 20,000	\$ 60,000
VI. Career Connections Sub-grants	\$ -	\$ 110,000	\$ 110,000	\$ 110,000	\$ 330,000
Grants to schools (10 per year)		\$ 110,000	\$ 110,000	\$ 110,000	\$ 330,000
TOTAL BUDGET	\$ 1,430,000	\$ 1,090,044	\$ 1,155,629	\$ 1,165,827	\$ 5,000,000

Michigan Schools to Tools (MiSchools_to_Tools) Grant Program Quarterly Narrative Performance Report

Contact Information

Grant Program	MiSchools_to_Tools
Grantor	Michigan Department of Labor and Economic Opportunity
Quarter End	DATE:
Submission	DATE:
Grant Name	NAME:
Point of Contact	NAME:
	EMAIL:
	PHONE:

REPORT IS DUE WITHIN TWENTY-FIVE (25) DAYS AFTER THE END OF EACH QUARTER

email to LEO-Apprenticeship@michigan.gov within 25 days after end of quarter

Note

Grantees must not wait for the quarterly report deadline, and instead should inform LEO-WD MiSchools_to_Tools Grant Manager as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Purpose

The information provided in this quarterly narrative progress report will be used to help the Michigan Department of Labor and Economic Opportunity, Workforce Development (LEO-WD) monitor the progress of MiSchools_to_Tools grant program activities and identify grant implementation promising practices and challenges. Information collected provides an assessment of progress to meet performance outcomes, and identification of potential technical assistance needs.

Instructions

Please report on each item in sections below for the prior grant period of performance quarter:

- **Unless specified, report progress and activities completed, not planned.**
- **Grantees who have no progress to report on an item should indicate so.**

Section I. Grant Progress

- A. Provide a summary of grant activities, describing planned and actual progress for:
- Services supported by the grant and key activities completed.
 - Partnership development and coordination activities in the quarter.
 - Performance improvements to meet goals if projected goals were not met.
- B. Summarize service and training activities and outcomes for the quarter, to supplement participant data submitted through the One Stop Management Information System (OSMIS).
- C. Describe supportive services and specialized participant services provided in the quarter.
- Describe the type(s) of supportive services offered.
 - Explain how they contributed to a participant's ability to fully participate.

Section II. Developed and Implemented Program Model Strategies

- A. Describe how your program model worked towards, or realized, the grant program's intended purposes. Examples may include:
- Developing and implementing an outreach campaign for industries or employers.
 - Designing education and training programs or career assistance tools/resources.
- B. Describe alignment of policies and programs, and practices for "braided" funding.

Section III. Strategic Grant Partnership Activities

- A. Provide an update on strategic grant partnership activities.
- Discuss how grant partners were engaged.
 - Outline specific roles and contributions of each grant partner.
 - Identify challenges encountered/resolved in partnership development/management.
- B. Report on new grant partners engaged in the program.
- C. Report on grant partners that have left the program.

Section IV. Employer Engagement (if applicable)

- A. Report on efforts to engage and support local area employers to:
 - Identify employee pipeline needs.
 - Interview, assess, train, and/or hire program participants.
- B. Report on new employer partnerships (e.g., increased number of program employers).
- C. Report on positive employment outcomes for program participants (e.g., employers supported the hiring and advancement of program participants).

Section V. Status Update on Match or Leveraged Resources (if applicable)

- A. Report the cumulative amount of any leveraged resources provided by the grantee and partners each quarter. Leveraged resources are additional resources the grantee and its partners may be providing to support the implementation of the grants. Leveraged resources may take the form of cash or in-kind donations. Please indicate any new leveraged resources that may be used to sustain the project after the grant, if applicable.
- B. The update may include:
 - Organizations that contributed the resources;
 - Ways in which the resources were used during the current quarter;
 - Cumulative amount of match and/or leveraged resources; and
 - Type of match and/or leveraged resources contributed to the project

Section VI. Significant Activities, Accomplishments, and Success Stories

- A. Report on any other significant activities and accomplishments, including other grant-specific information considered to be important yet not captured in other sections.
- B. Describe in detail promising approaches, innovative processes, effective practices, effective or new uses of data, and/or lessons learned.
- C. Provide a grant level, partner, employer, and/or participant level success story.

Section VII. Key Issues and Technical Assistance Needs

- A. Summarize significant opportunities, issues, or challenges (e.g., under-enrollment) encountered in the quarter and resolutions, actions taken, or plans set to address issues.
- B. Summarize any resolution(s) for issues and challenges identified in previous quarters.