

Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

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October 23, 2024

***VIA FEDERAL EXPRESS***

Mr. Kurt Weiss  
Executive Secretary  
State Board of Ethics  
400 South Pine Street  
P.O. Box 30002  
Lansing, MI 48909  
[ethicsboard@mi.gov](mailto:ethicsboard@mi.gov)

Re: In Re Tedda Hughes v Thomas Lutz

Dear Mr. Weiss:

Pursuant to Board of Ethics Rule of Practice 15.5(6), I enclose an original and one copy of Thomas Lutz's answer to the complaint filed by Tedda Hughes. Mr. Lutz reserves the right to file supplemental materials as provided by the Rules of Practice.

Please contact me if you have any questions or concerns. Thank you for your time and attention in this matter.

Very truly yours,



Gerald J. Gleeson, II

GJG/tb

Enclosure  
42864554.1/112510.00059

STATE OF MICHIGAN  
BOARD OF ETHICS

In Re

Tedda Hughes,

Petitioner,

Case No.

v.

Thomas Lutz,

Respondent.

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*Counsel for Respondent*

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**Respondent Thomas Lutz's Answer**

**Introduction**

In a meandering narrative, Tedda Hughes alleges that Thomas Lutz violated three sections of the Michigan Ethics Act, MCL § 15. 341 et seq. The Complaint's narrative section focuses on Mr. Lutz's membership on the Board of the Michigan Economic Development Corporation ("MEDC"). Ms. Hughes alleges that Mr. Lutz "[... solicit [ed] and accept[ed] grants from the MEDC." Complaint narrative at pg. 16.<sup>1</sup> She alleges he did so "...for personal gain..." *Id* at pg. 17. Ms. Hughes' allegations are simply and demonstrably false.

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<sup>1</sup> The complaint narrative identifies two "awards," one in 2020 and a second in 2022. *Id* at pg. 6. Because of its length, the Complaint is not attached as an exhibit here.

## The Allegations

The thrust of the Complaint seems to be that “governor appointed taxpayer funded grantors” should not be “simultaneously allowed to be taxpayer funded grantees with the same grants they control.” *See*, Complaint, Narrative at pg 1. This theory lacks any factual support as Mr. Lutz did not receive any grant based on his initiation. Further, Mr. Lutz does not control the administration of any grants related to his personal business activities.

The Complaint alleges that “Lutz’s employers have received millions in MEDC taxpayer funded opportunities while he has been a sitting MEDC member. The MEDC funding proceeds contribute to his salary.” *See*, Complaint Narrative at pp 4-5 (footnote omitted).<sup>2</sup> These allegations are false. Mr. Lutz’s employer, while the recipient of public grants, has never received a grant from the MEDC while Mr. Lutz was a board member.

The Complaint alleges a violation of 2(4) in two sections. First, the Complaint references two public grants. It alleges that the MEDC awarded an “MRCC subsidiary” \$5 million in 2020. Complaint at pg. 6. It further alleges that Mr. Lutz “appropriated, through his 501(c)(5), a \$5 million MEDC grant called the “Schools to Tools.” *Id.* The second section alleges that (among others not named as respondents) Mr. Lutz “accepted a ‘thing of value: (financial contributions to TPRG, etc.)’ for the benefit of a person or organization (TPRG).” Complaint at pg 15. The section also repeats “Lutz’s grant transactions as sitting MEDC appointee..” *Id.* These allegations are also false.

The MEDC did not award or administer either of the two mentioned grants. Both grants were granted by the Michigan Department of Labor and Opportunity. *See*, Exhibits E and F. The MEDC was not involved in either grant. Secondly, “TPRG” is the Two Peninsulas Research

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<sup>2</sup> The Complaint’s footnote is a link to the Regional Council’s 2022 IRS Form 990.

Group. TPRG is a corporation that provides research subscription packages to progressive political organizations. TPRG gathers input from subscribers, oversees contractors who carry out the research, disseminates research to subscribers and maintains an archive of the research. It also manages financial recordkeeping and ensures legal compliance. However, Mr. Lutz has not received any financial benefit from TPRG, and he has never served as a lobbyist.

The Complaint also alleges a violation of 2(6) based on the conclusion that “lobbyists in financial cahoots with their appointer... impairs... Lutz’s... independence of judgment.” Complaint at pg. 16. The Complaint further accuses Lutz of going “a step further by soliciting and accepting grants from MEDC.” *Id.*<sup>3</sup> As stated previously, Mr. Lutz has neither solicited nor accepted grants from the MEDC. And he would never do so.

The Complaint Form also alleges a “box checked” violation of 2(3). *See*, Complaint Form at pg 1. However, a close reading of the narrative does not include any analysis of that subsection against Mr. Lutz. To the extent that the narrative’s reference to Mr. Lutz’s personal income may be intended as the basis for such a violation, this Answer sets forth information regarding Mr. Lutz’s compensation (sufficient to negate any allegation of the use of public property for personal gain).

While the Complaint references political contributions, issues regarding political contributions do not appear to be linked with any violation of the Ethics Act. To be sure, Mr. Lutz has not received any campaign or political contributions and has not run for any elected public office.

### **Additional Relevant Facts**

#### **a. The MEDC**

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<sup>3</sup> Presumably, the “grants” are those previously referenced in the Complaint.

The Michigan Economic Development Corporation (“MEDC”) is

...a public body corporate and a separate legal entity created by the execution of an Interlocal Agreement between the Michigan Strategic Fund... and various Public Agencies on the Effective Date of the Interlocal Agreement, as amended, pursuant to the Michigan Constitution of 1963, Article 7 Section 28 and the Urban Cooperation Act of 1967, Act No. 7 of 1967, Ex Sess., being sections 124.501 et seq. of the Michigan Compiled Laws...

*See*, Exhibit A: Seventh Amended and Restated By-Laws of the Michigan Economic Development Corporation at Article I. Quentin L. Messer, Jr. is the Chief Executive Officer of the MEDC. The MEDC has a board of directors, and Mr. Lutz was appointed to the board in 2019.

**b. The MSF**

The Michigan Strategic Fund (“MSF”) was created by Public Act 270 of 1984. It has broad authority to promote economic development and create jobs. The MSF is also governed by a board, but Mr. Lutz is not a member of the MSF board.

**c. The MRCC**

The Michigan Regional Council of Carpenters (the “MRCC”) is a trade union. *See*, Exhibit B: Michigan Regional Council of Carpenters Bylaws as Amended and Restated on July 14, 2009. The MRCC is governed by a ten officer executive committee. Mr. Lutz currently serves as the Executive Secretary and Treasurer of the MRCC. He previously served other roles, including: President, Executive Board Member, ICRA Lead, Career Connections Specialist, Director of Marketing, Business Representative and Organizer.

All expenditures of the MRCC, including Mr. Lutz’s salary, must be approved by the executive committee. Mr. Lutz cannot simply give himself a raise as alleged in the Complaint. Moreover, the ten member executive committee includes three members who are tasked with overseeing all expenditures and approving them before they are submitted to the MRCC delegate body for ratification. While Mr. Lutz can set the salary of some of the subordinate employees, he

cannot set his own compensation. See, Exhibit B at Section 34(A)(“A weekly salary established by the Executive Committee based on sixty (60) hours per week...” “Except for the Executive Secretary Treasurer, the foregoing hourly compensation rates shall not apply to salaried employees of the Council who serve in those capacities.”).

Mr. Lutz’s level of compensation at the MRCC directly correlates to the positions he has held with the MRCC. As his role changed, so too did his compensation. But he has not received any compensation increase since assuming his current position.<sup>4</sup> Mr. Lutz does not personally control his rate or level of compensation, and the Complaint includes no evidence to the contrary. Innuendo and supposition are not bases upon which a Board decision can rest.<sup>5</sup>

**d. The Training Fund**

The Michigan Statewide Carpenters and Millwrights Joint Apprenticeship and Training Fund (the “Training Fund”) is a tax-exempt entity (pursuant to Internal Revenue Code Section 501(c)(3)) whose purpose is to provide education, training and related benefits to eligible participants. See, Exhibit C: Michigan Statewide Carpenters and Millwrights Joint Apprenticeship and Training Fund Agreement and Declaration of Trust (Effective September 1, 2014). The Training Fund is a free-standing, statewide trust fund completely separate from the union. Pursuant to the Taft-

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<sup>4</sup> The MRCC maintains a comparative summary of compensation between Mr. Lutz and his predecessor, Anthony DiGaetano (which shows no increase in compensation). However, Mr. Lutz requests that this information (if requested by the Board) be submitted subject to the confidentiality provision of Rule 15.5(9).

<sup>5</sup> Any allegations about unilateral salary increases are likely due to a misunderstanding of MRCC public filings – primarily the LM-2 form. The LM-2 document lists not only the salary and fringe benefits payable to Mr. Lutz (and others), but also all union expenses “assigned to him.” Counsel for the MRCC verified with the MRCC’s outside auditor that credit card expenses incurred on behalf of the MRCC for various union activities are ordinarily reported on the LM-2 as part of Mr. Lutz’s compensation. This includes not only expenses charged on Mr. Lutz’s union assigned credit card, but similar charges of subordinates, since those cards and/or expenses are also assigned to him. The actual compensation paid to Mr. Lutz (net of those operating expenses) is reflected in MRCC’s form 990 rather than the LM-2.

Hartley Act, 29 U.S.C. § 152 et seq.,<sup>6</sup> the union is limited to the selection of only one-half of the trustees of the fund, while the sponsoring associations select the other half. The Training Fund is governed by a board of trustees whose members are separately appointed by the MRCC and the Associated General Contractors of Michigan, the Architectural Contractors Trade Association and the Michigan Conveyor Manufacturers Association. A list of the current members of the board of trustees is attached as Exhibit D. The board of trustees oversees five training schools, each run by separate committees, known as the Joint Apprenticeship and Training Committees (“JATCs”).

**e. The Grants at Issue**

The Complaint references two grants and alleges both were issued by the MEDC. This is a false allegation. The grants are attached as Exhibits E and F. Both grants were between the Department of Labor and Economic Opportunity and the MRCC. Neither the Union nor the Training Fund received any grant funds solicited from or approved by the MEDC. Neither the MEDC nor Mr. Lutz was involved in the award of either of the two grants mentioned in the Complaint.

The grant funds are expressly meant for the training of apprentices and to improve access to skilled trade education.

**f. Administration of the Grants at Issue**

The MEDC also does not administer any grant monies to either the Training Fund or the MRCC. With respect to the two awards at issue, both are administered by the Department of Labor

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<sup>6</sup> The hallmark of a Taft-Hartley trust fund is equal voting power (29 USC §186 (c)(5)), which is intended to prevent domination of the trust fund by either side – union or management. Moreover, Mr. Lutz is not the chairman of that board (Mike Barnwell and Donna Pardonnet are the chairperson and secretary of that board, respectively). All decisions of such trust funds are made by a consensus of the entire board, not by Mr. Lutz individually.

and Economic Opportunity (*not* the MEDC). Mr. Lutz holds a relatively minor board role at the Training Fund, but his duties at the MEDC do not overlap or conflict in any way, shape or form.

### **Jurisdiction**

The function of the Board of Ethics is advisory and investigatory only. MCL §15.343(2). The Board shall receive complaints of unethical conduct, inquire into the circumstances and make recommendations to the appointing authority. MCL §15.345(1)(a). The Board utilizes Rules of Practice and Procedure that are on file with the Secretary of State (effective February 15, 2006). Pursuant to the Rules, complaints and answers must meet certain requirements. Rule 15.5(2) and (7), respectively. Prior to holding a hearing, the Board must first determine whether the complaint can be resolved by an address to the Board or certain other means. Rule 15.5(10) and (11). Here, the Board can resolve the matter without a hearing based on the evidence supplied with this response.

Mr. Lutz concedes that he was appointed by the Governor. MCL §15.341(c). While the Complaint alleges (in conclusory fashion) “unethical conduct” (defined by MCL §15.341(d)), the Complaint contains no evidence that even suggests (let alone proves) that Mr. Lutz acted unethically. The true facts indicate the contrary: Mr. Lutz takes his public responsibilities seriously and abides by the ethics rules of this state.

### **Analysis**

The complaint fails as a matter of law based on the following indisputable facts:

- The MEDC (and thus Mr. Lutz) was not involved in either of the two grant awards cited by the Complaint.
- Mr. Lutz has not “personally benefitted” from any transactions related to his private employment.
- Mr. Lutz did not receive any money from the Two Peninsulas Research Group and thus the entity had no financial impact on his official decision-making



As a result, the Board can rule as a matter of law and dismiss the complaint. Given the absolute lack of *factual* proof of self-dealing, influence peddling or a conflict of interest, and because the *factual* proof included here shows the *contrary*, the complaint fails.

**I. Mr. Lutz did not violate MCL § 15.342(3)**

“A public officer or employee shall use personnel resources, property and funds under the officer or employee’s official care and control judiciously and solely in accordance with prescribed constitutional, statutory and regulatory procedures and nor for personal gain or benefit.” MCL §15.342(3). To establish a violation of § 2(3) of the Ethics Act, a complainant must show that the public officer or employee has actually received some personal gain or benefit from the alleged misuse of personnel resources, funds, or property under their care and control. *In re: MSA v Kolb*, 2015-ED-3. The concept of personal gain or benefit requires a definable or tangible gain or benefit. *In re Russell v Dempsey*, 78-ED-3.

The Complaint does not allege that Mr. Lutz misused public property in violation of the constitution, a statute or a regulation. The undisputed facts show that he did not use government personnel, property or funds under his control for his own benefit. The Complaint identifies no definable or tangible gain or benefit as the Board requires.

**II. Mr. Lutz did not violate MCL § 15.342(4)**

To establish a violation of § 2(4) of the Ethics Act, a complainant must show a public officer or employee solicited or accepted something of value for the benefit of the person or an organization other than the state, and there must be a tendency to influence in the manner in which the public officer or employee performs the official duties. *In re Tax Commissioners*, 79-EA-4; *In re Hughes v Mikula*, 23-ED-01. Prior Board decisions have required nexus between the public officer’s performance of their official duties and the benefit inuring from the thing of value that

they solicit or receive. As the Board stated in *Hughes*, “[c]ases under this section of the Ethics Act typically involve a public officer seeking or receiving something for their own benefit from a third party where the third party hopes to favorably influence the officer’s official actions.”

In this case, Mr. Lutz did not unethically solicit anything for himself or the union and did not participate in the decision to award either grant. His official actions have never been influenced, period. Because the MDEC was not involved in either grant, he never addressed the MEDC (where he was an appointee) on behalf of himself or the union. Therefore, there is no violation of the subsection.

### **III. Mr. Lutz did not violate MCL § 15.342(6).**

To establish a violation of § 2(6) of the Ethics Act, a complainant must show, among other things, that a public officer or employee has engaged in employment that may tend to impair their independence of judgment or action in performing their official duties or has engaged in employment that presents a conflict of interest in the discharge of their official duties. The Board has previously suggested that it is not necessary that the public officer’s independence of judgment or action actually be impaired; rather, a violation can occur where a situation may tend to impair the required independent judgment. *Hughes, supra*.

Here, Mr. Lutz’s judgment has always been independent and free from any improper taint. Because the MEDC was not involved in either grant, Mr Lutz never performed any official duty with respect to either grant. The allegations in the Complaint are simply inaccurate and legal conclusions wrongly stated.

### **Conclusion**

Here, the grants at issue were wholly unrelated to Mr. Lutz’s role at the MEDC. There is no connection between the MEDC and the grants, as they were awarded by a separate division of the Michigan government. The grants are administered by a separate division of the Michigan

government. Mr. Lutz has never acted unethically in his capacity as an appointed official. The Complaint should be dismissed.

Respectfully submitted,

Thomas D Lutz  
Thomas Lutz, Respondent

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

On October 23, 2024 before me, Clinton Cuyler Jr, Notary Public, personally appeared Thomas Lutz, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

Witness my hand and official seal.

Clinton Cuyler Jr  
Notary Public

**CLINTON CUYLER JR**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF WAYNE**  
**My Commission Expires February 16, 2029**  
Acting in the County of Oakland

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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*Counsel for Respondent*

Dated: October 23, 2024

# EXHIBIT A

**SEVENTH AMENDED AND RESTATED BY-LAWS OF THE  
MICHIGAN ECONOMIC DEVELOPMENT CORPORATION**

**ARTICLE I ORGANIZATION AND DEFINITIONS**

The Michigan Economic Development Corporation (the "Corporation") is a public body corporate and a separate legal entity created by the execution of an Interlocal Agreement between the Michigan Strategic Fund (the "Fund") and various Public Agencies on the Effective Date of the Interlocal Agreement, as amended, pursuant to the Michigan Constitution of 1963, Article 7 Section 28 and the Urban Cooperation Act of 1967, Act No. 7 of 1967, Ex.Sess., being sections 124.501 et seq. of the Michigan Compiled Laws (Cooperation Act). The definitions contained in the Interlocal Agreement shall apply to these Seventh Amended and Restated By-Laws.

**ARTICLE II  
OFFICES**

Section 2.01 Principal Office. The principal office of the Corporation is 300 North Washington Square, Lansing, Michigan, 48913 or such other locations in the State as the Executive Committee shall from time to time determine.

Section 2.02 Other Offices. The Corporation may have offices at such other places, either within or without the State, as the Executive Committee may from time to time determine.

**ARTICLE III  
PURPOSES**

Section 3.01 Purpose. The purpose of the Corporation shall include the joint exercise of shared power, privilege or authority of the Parties to perform successful, effective and efficient economic development programs and functions throughout the State. Shared powers shall include the coordination of complimentary applicable State and local economic development programs and functions of both the Parties and other Public Agencies.

Section 3.02 Economic Development Programs and Functions. The economic development programs and functions of the Corporation in the exercise of this shared power shall be as follows:

- (a) Provide information and assistance to new and existing businesses to facilitate resolution of governmental disputes concerning issues such as zoning and land development;
- (b) Facilitate, coordinate and advance Projects for encouraging new and existing businesses in locating, purchasing, constructing, reconstructing, modernizing, improving, maintaining, repairing, furnishing, equipping, and expanding in the State;

- (c) Provide information to new and existing businesses regarding taxes, insurance rates, environmental audits, safety audits, permits and worked recruitment and training;
- (d) Encourage and solicit private sector involvement, support, and funding for Projects;
- (e) Encourage the export of products and services to national and international markets;
- (f) Provide information to tourists and the travel industry and encourage tourism within the State;
- (g) Conduct studies and research, develop and maintain data and records in connection with a comprehensive economic strategy; and
- (h) Provide, upon request, centralized administration of local economic development programs conducted by any Person.

#### **ARTICLE IV CORPORATION BOARD**

Section 4.01 Corporation Board Composition. The governing body of each Participant shall appoint one member to the Corporation Board. For each member of the Corporation Board appointed by the governing body of a Participant, the Governor of the State may appoint up to two (2) members of the Corporation Board representing the State. A member of the Corporation Board may designate an individual to represent him or her at meetings of the Corporation board (the "Representative"). A Representative must be associated with or an employee of the same organization as the member. A Representative may be discharged by the member at any time for whatever reason. A chairperson shall be elected by a majority vote of those members present at the annual meeting.

Section 4.02 Corporation Board Authority. The Corporation Board shall evaluate the performance of the Corporation pursuant to standards established by the Executive Committee and may review acts of the Executive Committee, as deemed necessary.

Section 4.03 Corporation Board Meetings. The Corporation Board shall hold at least an annual meeting at the place, date and time as the Corporation Board shall determine. Meetings shall comply with the Open Meetings Act.

Section 4.04 Corporation Board Quorum and Voting. A majority of the members of the Corporation Board or Representatives shall be required to constitute a quorum for the transaction of business and a majority vote at a meeting at which a quorum is present shall be necessary for the transaction of business. A member of the Corporation Board or Representative may be present at a meeting of the Corporation

Board in person or remotely, to the extent permitted by law.

Section 4.05 Corporation Board Compensation. The members of the Corporation Board or Representatives shall receive no compensation for the performance of their duties, but each member of Representative shall be reimbursed for his or her reasonable expenses in carrying out those duties. A member of the Corporation Board or Representative may engage in private or public employment or in a profession or business.

## **ARTICLE V EXECUTIVE COMMITTEE**

Section 5.01 Executive Committee Composition. The Corporation shall have an Executive Committee of twenty (20) members. Each member shall have one vote. The members of the Executive Committee shall be appointed by the Governor of the State. The Executive Committee shall include four (4) representatives of Public Agencies, except for the Fund ("Local Representatives") and sixteen (16) additional members, at least ten (10) of whom shall be from the private sector.

Section 5.02 Executive Committee Terms of Office. The terms of office of the Executive Committee shall be as follows:

- (a) Four (4) members, one (1) of whom is a Local Representative, shall serve a term of one (1) year;
- (b) Four (4) members, one (1) of whom is a Local Representative, shall serve a term of three (3) years;
- (c) Four (4) members, one (1) of whom is a Local Representative, shall serve a term of five (5) years;
- (d) Five (5) members, one (1) of whom is a Local Representative, shall serve a term of eight (8) years;
- (e) Three (3) members, one (1) of whom shall be appointed to a term of one (1) year, one (1) of whom shall be appointed to a term of three (3) years, and one (1) of whom shall be appointed to a term of five (5) years.

Following the initial terms described above, subsequent appointments shall be for eight (8) year terms before May 1, 2019 and for four (4) year terms after April 30, 2019. Members of the Executive Committee shall serve until the earlier of the expiration of their term or until their resignation or removal. Members of the Executive Committee may be removed by the Executive Committee if the member engaged in tortious self-dealing or materially breaches of his or her fiduciary duty to the Corporation. A member may resign by providing written notice thereof to the Chairperson of the Executive Committee, the Chief Executive Officer, or the Secretary of the Corporation.

Section 5.03 Executive Committee Vacancies. Vacancies that occur prior to expiration of the term of office shall be filled for the balance of the un-expired term by the Governor of the State with the ratio of Local Representatives being maintained. Vacancies which occur by expiration of a term shall be filled by the Governor of the State with the ratio of Local Representatives being maintained.

Section 5.04 Executive Committee Authority. The Executive Committee shall manage the business, property and affairs of the Corporation, and exercise the powers of the Corporation, and may exercise and delegate any and all of the powers of the Corporation as it sees fit, subject only to restrictions imposed by the Interlocal Agreement, these Seventh Amended and Restated By-Laws, or as otherwise provided by law.

Section 5.05 Executive Committee Meetings. The Executive Committee shall hold meetings at the place, date, and time as the Executive Committee shall determine. All meetings and notice of regular meetings and special meetings shall comply with the Open Meetings Act.

- (a) Regular Meetings. An annual meeting of the Executive Committee shall be held each year on such date and at such hour as the Executive Committee may determine. Regular meetings shall be held as often and on such dates as the Executive Committee shall set at its annual meeting.
- (b) Special Meetings. A special meeting may be called by the Chief Executive Officer, the Chairperson, or upon the written request of three (3) members of the Executive Committee.
- (c) Cancellation of Meetings. Both regular and special meetings may be cancelled by the Chief Executive Officer or the Chairperson. In the event a meeting is cancelled, notice of the cancellation will be posted in the same location as the meeting's notice was posted. Executive Committee members will be notified as soon as possible of a meeting cancellation.
- (d) Order of Business. The usual order of business for all meetings is as follows, which order may be suspended, waived, or modified by the Chairperson at any meeting:
  - Call to Order and Roll Call
  - Communications
  - Public Comment
  - Unfinished Business
  - New Business
  - Adjournment
- (e) Public Comment. The Executive Committee will adopt a Public Comment Policy to govern the public comment portion of a meeting and will be administered in accordance with the Open Meetings Act.



Section 5.06 Executive Committee Attendance and Quorum.

(a) Attendance.

1. A member of the Executive Committee may be present at a meeting of the Executive Committee in person or by use of telecommunications or other electronic communication devices, to the extent permitted by law.
2. In accordance with the Open Meetings Act, all members of the Executive Committee must be able to hear and be heard by (A) each other Executive Committee member and (B) all participating physically present at the Executive Committee meeting.
3. If an Executive Committee member joins after roll call at the commencement of the meeting, the Executive Committee member should announce their attendance to the Chairperson or the Secretary at a convenient time. The time of the Executive Committee member's attendance announcement will be reflected in the meeting minutes.

(b) Quorum.

1. A majority of the Executive Committee shall be required to constitute a quorum for the transaction of business.
2. An Executive Committee member's recusal from discussing and voting on an item will reduce the number of Executive Committee members present for purposes of quorum and, if a quorum is lost the item cannot be voted on.

Section 5.07 Executive Committee Compensation. The members of the Executive Committee shall receive no compensation for the performance of their duties, but each member shall be reimbursed for his or her reasonable expenses in carrying out those duties. A member of the Executive Committee may engage in private or public employment or in a profession or business.

Section 5.08 Customary Powers. To the extent the powers and duties of officers are not provided from time to time by resolution, these Seventh Amended and Restated By-laws, or the Executive Committee shall have all powers incident to their offices and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and purposes of this Corporation.

Section 5.09 Voting.

- (a) A majority vote at a meeting at which a quorum of Executive Committee members is present shall be necessary for the transaction of business.

- (b) Voting on all matters may be done by a voice vote when all Executive Committee members are physically present. Voting must be done by roll call vote if any Executive Committee member is participating by use of telecommunications or other electronic communications devices. Every Executive Committee member present and eligible to vote must either abstain or cast a vote of yea or nay.
- (c) If an Executive Committee member abstains the abstention will reduce the number of Executive Committee members for purposes of quorum and, if quorum is lost the item cannot be voted on.
- (d) If one or more Executive Committee members are participating by use of telecommunications or other electronic communications devices and does not clearly abstain or cast a vote, the Secretary will ask for the Executive Committee member's vote three times. If after three times the Executive Committee member does not respond, it is assumed that the Executive Committee member has lost connection or is no longer participating and will be considered to have left the meeting. The number of Executive Committee members present for the purpose of quorum will be reduced and the minutes will reflect the absence. If an Executive Committee member rejoins a meeting after having been considered to have left, the Executive Committee member should announce their attendance to the Chairperson or Secretary at a convenient time. The time of the Executive Committee member's attendance announcement will be reflected in the meeting minutes.

Section 5.10 Executive Committee Minutes. Minutes of all Executive Committee meetings, including all votes, shall be kept and shall be corrected and approved at a succeeding meeting. The minutes for each meeting of the Executive Committee shall be open and available to the public in compliance with the Open Meetings Act and the Freedom of Information Act.

Section 5.11 Executive Committee Procedures. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall be followed in all applicable cases not inconsistent with these Seventh Amended and Restated By-Laws and/or any special rules which may, from time to time, be adopted by the Executive Committee.

Section 5.12 Resolutions and Effective Date. Resolutions shall become effective upon approval unless otherwise provided for by the Resolution. .

## **ARTICLE VI EXECUTIVE COMMITTEE OFFICERS**

Section 6.01 Chairperson, Vice Chairperson. The Executive Committee shall elect by majority vote a Chairperson and a Vice Chairperson for a two-year term. The Executive Committee may approve a total of two additional two-year terms by majority

vote. Upon expiration of the Chairperson and Vice Chairperson's term, the Chairperson and Vice Chairperson shall serve until the Executive Committee elects a new Chairperson and Vice Chairperson.

If the Chairperson or Vice Chairperson is unable to complete his or her term, the Executive Committee shall elect by majority vote a new Chairperson or Vice Chairperson for the remainder of the term of the departed Chairperson or Vice Chairperson, respectively. In the absence of the Chairperson, the Vice Chairperson shall chair the meeting. In the absence of the Chairperson and the Vice Chairperson, any person of the Executive Committee may chair the meeting with unanimous consent of all members present. The Chairperson and Vice Chairperson shall be members of the Executive Committee.

Section 6.02 Chief Executive Officer. The Executive Committee shall appoint a Chief Executive Officer of the Corporation who shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Corporation, subject to oversight of the Executive Committee. The Chief Executive Officer may delegate a duty, function, or authority assigned to him or her by the Interlocal Agreement, these Seventh Amended and Restated By-Laws or by resolution of the Executive Committee unless the authority to delegate is otherwise prohibited by the Interlocal Agreement, law, or resolution of the Executive Committee. The Chief Executive Officer shall receive such compensation as determined by the Executive Committee.

Section 6.03 Secretary. The Executive Committee shall appoint a Secretary who shall attend and keep the minutes of all the meetings of the Executive Committee. The Secretary shall, in general, perform all the duties incident to the office of Secretary and shall do and perform such other duties as may be assigned by the Executive Committee. The Secretary shall receive compensation as determined by the Executive Committee.

Section 6.04 Treasurer. The Executive Committee shall appoint a Treasurer who shall have the custody of and be responsible for all monies, securities and property of the Corporation and shall keep full and accurate records and accounts in the books of the Corporation which show the transactions thereof, its accounts, liabilities and financial condition, and which are open at all times to inspection by the members of the Executive Committee. The Treasurer shall make a full report of the financial condition of the Corporation at a meeting of the Executive Committee at least once in each calendar year and shall make such other reports and statements as shall be required from time to time by the Executive Committee. The Treasurer shall deposit the funds of the Corporation as may be designated by the Executive Committee. The Treasurer shall disburse the funds of the Corporation only as directed by the Executive Committee and not in excess of the funds available for the purpose. The Treasurer shall receive such compensation as determined by the Executive Committee.

Section 6.05 Other Officers. Any officer whose powers and duties are not described in these Seventh Amended and Restated By-Laws shall have such powers

and duties as the Executive Committee shall by resolution determine.

## **ARTICLE VII LIABILITY OF MEMBER, OFFICERS, EMPLOYEES AND AGENTS**

Section 7.01 Indemnification. The Corporation shall indemnify, to the fullest extent authorized or permitted by law, any Person and such Person's heirs and legal representatives, who is made or threatened to be made a party to any action, suit or proceedings (whether civil, criminal, administrative or investigative) whether brought by or in the right of the Corporation or otherwise, by reason of the fact that such Person is or was a director, officer, employee, nondirector volunteer, or agent of the Corporation or such person served on any formally constituted advisory body or other committee of the Corporation or the Executive Committee, or any such Person served at the request of the Corporation as trustee, shareholder, member, officer, director, employee, nondirector volunteer, or agent of another Person, against expenses (including attorneys' fees), judgments, fines and amount paid as settlement, actually and reasonably incurred by the Person in connection with such action, suit or proceedings if the Person acted in good faith and in a manner the Person reasonably believed to be in or not opposed to the best interests of the Corporation and with respect to any criminal action or proceedings, had no reasonable cause to believe that the conduct was unlawful.

Section 7.02 Assumption of Liability. The Corporation shall assume all liability to any Person, other than the Corporation or its Participants, for all acts or omissions of a member of the Corporation Board or the Executive Committee occurring on or after the Effective Date incurred in good faith performance of their duties.

Section 7.03 Insurance. Notwithstanding the foregoing, the indemnification provided to any Person described in this Article shall only be in excess of any valid and collectible insurance or other source of indemnification available for the benefit of such Person, including, without limitation, protection and indemnification as provided under the Cooperation Act, any benefit available under any insurance of the Corporation and no rights of subrogation are intended to be created hereby. Notwithstanding any limit on indemnification under applicable law, the Corporation may purchase and maintain insurance on behalf of any Person described in this Article against any liability asserted against him or her, incurred by him or her in any capacity, or arising out of his or her status as such, whether or not the Corporation would otherwise have the power to indemnify under the circumstances.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

Section 8.01 Fiscal Year. The fiscal year of the Corporation shall extend from October 1 of each calendar year to the ensuing September 30 of the following calendar year.

Section 8.02 Amendment of By-Laws. These Seventh Amended and Restated

By- laws may be altered, amended, or repealed by a majority vote of the Executive Committee, not inconsistent with the Interlocal Agreement.

Section 8.03 Fiduciary Duty. The members of the Corporation Board, the Executive Committee, and all officers of the Corporation are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Corporation Board, the Executive Committee, and all officers shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 8.04 Reliance on Information and Opinions. The members of the Corporation Board, the Executive Committee, and all officers of the Corporation in discharging his or her duties are entitled to rely on information, reports, or statements, including financial statements and other financial data, if prepared or presented by legal counsel, public accountants, engineers, or other persons as to matters reasonable believed are within the person's professional or expert competence. A member of the Corporation Board, the Executive Committee, or an officer of the Corporation is not entitled to rely on the information set forth above if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section unwarranted.

Section 8.05 Rules. The Executive Committee or the Corporation Board may adopt additional rules and regulations, general and specific, for the conduct of their meetings, and additional rules and regulations, general and specific, not inconsistent with these Seventh Amended and Restated By-Laws or the Interlocal Agreement, for the affairs of the Corporation and not inconsistent with these Seventh Amended and Restated By-Laws or the Interlocal Agreement.

#### CERTIFICATION

I, Christin Armstrong, Secretary of the Michigan Economic Development Corporation, a Michigan public body corporate, do hereby certify that the forgoing is a true and correct copy of the Corporation's Seventh Amended and Restated By-Laws as adopted by the Executive Committee of the Corporation on January 30, 2024 and that such Seventh Amended and Restated By-Laws have not been altered or repealed and are in full force and effect on the date set forth below.

In witness whereof I have hereunto set my hand this 30<sup>th</sup> day of January 2024.

  
\_\_\_\_\_  
MEDC Secretary

# EXHIBIT B

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS**  
**BYLAWS**

**3800 Woodward Avenue, Suite 1200**  
**Detroit, Michigan 48201**

**As Amended and Restated on July 14, 2009**

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# MICHIGAN REGIONAL COUNCIL OF CARPENTERS

## BY-LAWS

### PREAMBLE

Our aim will be to promote and protect the interest of our membership, to elevate the moral, intellectual and social conditions of all working men and women, to assist each other in sickness and distress.

To encourage apprenticeship and a higher standard of skill, to cultivate a feeling of friendship, and to assist each other to secure employment.

To aid and assist all organizations to uphold the dignity of labor and resist oppression by honorable means.

To hold it as a sacred principle, that union members, above all others, should set a good example as good and faithful workers, performing their duties to their employer with honor to themselves and to their organization.

We resent the principle of open shop association, and will continually strive for the enactment of legislation which will enable us to achieve our objectives.

Realizing that a blow at one organization is a blow to all, therefore, it shall be our duty as union members to purchase union-made goods and patronize union shops and business establishments whenever possible to do so.

So with these aims and principles in mind, the Local Unions in the vicinity of the State of Michigan affiliate ourselves into an organization that shall be known as the Michigan Regional Council of Carpenters in conformity with the provisions of the Constitution of the United Brotherhood.

### BYLAWS

#### **Section 1. Name and Title.**

This body is chartered and known as the Michigan Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America. This Council is organized in conformity with the Constitution of the United Brotherhood and shall exercise the powers and privileges of a Council under the Constitution and Laws of the United Brotherhood.

#### **Section 2. Objects.**

The objects of this Council shall be to promote and protect the interest of our membership, to encourage the apprenticeship system and higher standard of skill, to

reduce the hours of labor, to secure adequate pay for our work, to elevate the standard of our craft, to cultivate a feeling of friendship among the members of this Brotherhood, to assist our members in procuring employment and to protect our members by legal and proper means against any injustice that may be done to them, improve the moral, social and intellectual conditions of our members and all working people.

### **Section 3. Powers.**

This Council shall be the central governing body over and shall have legislative and executive powers on all matters relating to the general interest and welfare of affiliated Local Unions and their members. The Council shall establish working dues or monthly dues (that are sufficient to operate the Council) payable to the Council and initiation fees. It shall have the power to collect and retain all fines levied by the Council for violation of the laws, trade and other rules of the Council. The Council shall have the power to issue the quarterly work card. It shall have the power to make agreements with kindred bodies or central organizations and send Delegates to same whenever deemed necessary. The Council shall have the power to hire, discipline, promote, and fire all employees of the Council, including Organizers and Representatives. Except for clerical employees of Local Unions, all persons employed on matters within the jurisdiction of the Council, including Business Representatives and Organizers, shall be employees of the Council. No person shall be an employee of an affiliated Local Union except for persons employed in clerical positions. Upon approval of these Bylaws, all Local Union employment positions, except for clerical positions, shall cease to exist. Furthermore, the Council shall have all other powers provided for in the Bylaws.

### **Section 4. Officers of the Council.**

The officers of this Council shall consist of President, Vice President, Executive Secretary-Treasurer, two (2) Executive Committee Members, Warden, Conductor and three (3) Trustees. The term of these offices shall be four (4) years.

### **Section 5. Nominations and Elections.**

The nomination, election and installation of officers of the Council shall be governed by the Constitution and Laws of the United Brotherhood in accordance with the following provisions:

(A) Officers of this Council shall be nominated and elected by the delegate body of the Council, and must be working within the bargaining unit represented by their Local Union, or employed full time within the framework of the United Brotherhood of Carpenters to be eligible.

(B) Council Delegates shall be elected in accordance with the Constitution of the United Brotherhood. Council Delegates shall be elected for a term of not more than three years.

(C) The Local Union shall notify the Executive Secretary-Treasurer, by certified mail, of the names of the elected Delegates before July 1<sup>st</sup> of each year. It is

compulsory that the Executive Secretary-Treasurer of the Council notify these Delegates by mail that nominations and elections of the Council officers will be held at the regular Council meeting in August.

#### **Section 6. Duties of the President.**

It shall be the duty of the President to preside at all meetings of the Council, enforce a due observance of the Constitution and Laws of the United Brotherhood and conduct the same according to parliamentary rules and perform such other duties as designated by the body.

#### **Section 7. Duties of the Vice President.**

The Vice President shall assist the President in the performance of his or her duties and conduct meetings in his or her absence. The same rules are to govern as are applied to the President.

#### **Section 8. Duties of the Executive Secretary-Treasurer**

The Executive Secretary-Treasurer shall keep a correct record of each meeting, keep all documents and correspondence, issue all calls for a special meeting, keep a record of all charges, trials and fines, take charge of the seal of the Council and affix same to all official documents, sign all legal orders, keep a correct account between the Council and the Local Unions, receive all monies paid to the Council and shall hold in his or her possession a sum of money not to exceed \$1,000.00 for contingent expenses. He or she shall issue quarterly work cards to the affiliated Local Unions.

The Executive Secretary-Treasurer shall take charge of all the ballots cast in any election of the Council and shall preserve said ballots and other records relating to the election for a period of one year after the election date.

(A) The Executive Secretary-Treasurer shall be the Chief Executive Officer of the Council. The Executive Secretary-Treasurer shall be responsible for the management and supervision of the field activities, business office(s), and for conducting the daily business of the Council. The Executive Secretary-Treasurer shall assume all of the duties of the Recording Secretary and Treasurer.

All monies paid into the Council shall be deposited by the Executive Secretary-Treasurer in the name of the Council in such bank or banks as properly designated by the Executive Committee.

The Executive Secretary-Treasurer shall furnish each Local Union with a copy of the quarterly financial report of the Council certified by the proper auditing committee. This report shall be signed by the trustees of the Council. He shall perform such other duties from time to time as the Executive Committee or the Council may direct.

The Executive Secretary-Treasurer shall furnish to each Local Union a correct record of each meeting of the Council. All collected claims shall pass through the hands of the Executive Secretary-Treasurer and he shall keep a record of same.

The Executive Secretary-Treasurer shall refer all bills to the trustees for investigation, after which they shall be presented to the Council for approval.

The Executive Secretary-Treasurer is specifically authorized to expend, in accordance with the procedures of these Bylaws, funds for any or all of the purposes and objects of the Council.

The Executive Secretary-Treasurer shall have the authority to hire, suspend, promote or terminate all clerical or custodial employees and shall determine their duties, assignments, compensation, hours of employment and conditions.

The Executive Secretary-Treasurer shall have the authority to appoint, hire, suspend, promote, or terminate Council representatives and organizers, subject to the approval of the Executive Committee of the Council.

The Executive Secretary-Treasurer shall have the power and authority to appoint and remove representatives for and on behalf of its Local Unions to act as Trustees for all negotiated Employer/Union Trust Funds, including, but not limited to, annuity, health and welfare, pension, apprenticeship, labor-management cooperation committee, vacation savings and holiday plans. In addition, the Executive Secretary Treasurer has the power and authority to appoint and remove representatives on JATCs sponsored by Local Unions. Accordingly, all trust agreements and/or plan documents shall be amended by the authorized representatives of the Local Unions to reflect the forgoing appointment and removal process.

(B) The Executive Secretary-Treasurer, by virtue of election to his or her office, shall automatically be deemed as an elected Delegate from the Council to the conventions or meetings of the United Brotherhood, State Building and Construction Trades Councils Labor Federations, and any other organizations, conferences or meetings with which the Council may participate or become affiliated with.

The Executive Secretary-Treasurer or his designee shall be chairman of all negotiating committees and shall appoint such committees.

The Executive Secretary-Treasurer, or his designee, shall serve as a trustee on any and all trust funds including, but not limited to, health and welfare, pension, labor-management and joint apprenticeship and training funds.

The Executive Secretary-Treasurer shall review with the Executive Committee of the Council all minutes of any trust funds with a copy of same to remain at the office of the Council.

The Executive Secretary-Treasurer may delegate any of his authority to a representative of this Council when he deems it necessary.

### **Section 9. Duties of Warden and Conductor.**

The Warden shall take charge of the door at all meetings of the Council and allow no one to enter except those who are entitled to do so. The Conductor takes up the password at all meetings.

### **Section 10. Executive Committee.**

The Executive Committee shall consist of two (2) elected members and the President, Vice-President and Executive Secretary-Treasurer, Warden, Conductor and three (3) Trustees. Between meetings, the Executive Committee shall have supervision of such Council business as has not otherwise been granted to officers of the Council. All changes or proposed changes in the Bylaws or Trade Rules of this Council or any of the Local Unions affiliated therewith shall be first referred to the Executive Committee for consideration and recommendation pending approval by the Council. Furthermore, in accordance with Section 11B of the Constitution and Laws of the United Brotherhood same must be submitted to the General Vice-President for approval. The Executive Committee shall submit a report to each meeting of the Council.

### **Section 11. Trustees (Auditing and Financial).**

The Trustees shall have supervision of all funds and properties of the Council subject to such instructions from the Executive Committee as they may receive from time to time. The title to all property of the Council shall be held in the name of the Trustees of the Council and/or their successors in office. The Trustees shall audit all books and accounts of the Executive Secretary-Treasurer at least monthly and report their findings to the Council and perform such other duties as the Council may require. The Trustees shall audit all receipts and accounts of any other person authorized to collect funds. The Council shall engage a certified or registered public accountant for periodic audits, but not less than once a year, and such audits shall be examined by the Trustees for comparison with the Trustees' audit who shall report their conclusions in writing to the Council.

### **Section 12. Working Dues (Dues Check-Off); Special Assessments and Per Capita Tax.**

(A) The Council shall receive 3.75% working dues. The working dues to this Council shall be due on the first day of the month and must be paid to the Council not later than the 15<sup>th</sup> day of the following month.

(B) In case of a deficit in the funds of the Council, the Council may levy a special assessment on each Local Union based on the number of members in the Local. The Council must give 30 days written notice to the Delegates and the principal office of each Local Union prior to such special assessment and shall require a majority vote by secret ballot of the Delegates to the Council at a Special Convention to adopt this special assessment which must be approved by the General Vice-President. The Executive Secretary-Treasurer shall notify all Local Unions that said assessment must be paid within 30 days from the time of final approval.

(C) The Council may establish monthly dues or increase working dues payable to the Council by a majority vote of the Delegates voting at a Special Convention of the Council held upon not less than 30 days' written notice to the principal office of each Local Union.

(D) If a member who owes working dues fails to pay them as provided by these Bylaws, such working dues shall be charged to the member by notice in writing that same must be paid within 30 days to entitle the member to any privilege, rights or donations. If the member does not make payment of arrears within the time prescribed, the member shall not be in good standing and he or she shall be notified in writing that unless the amount owing is paid within 30 days thereafter his or her name shall be stricken from membership. Notices shall be sent to the last known address of the member reported by the member to the Local Union.

(E) For any quarter in which less than 90% of a Local Union's membership have not signed authorization cards providing that working dues will be paid to the Council, a per capita tax in the amount of \$50.00 shall be payable by such Local Union to the Council based on the number of non-participating members.

(F) The Council may impose a per capita tax on each Local in the amount not to per member per month. The Council may increase the amount of the per capita tax by majority vote of the delegates voting at a special convention held by the Council upon not less than 30 days' written notice to the principal office of each Local.

### **Section 13. Monthly Dues.**

The monthly dues payable to the Local Unions in this Council shall be established by the Local Unions and must be adequate to enable the Local Unions to operate in an efficient, proper and solvent manner in the service and best interest of its membership.

Monthly dues payable by the members to the Local Unions shall not be increased except upon the approval by majority vote by secret ballot of the members in good standing voting at a general or special membership meeting after reasonable notice or by majority vote of the members in good standing in a membership referendum conducted by secret ballot. In addition, monthly dues payable to Local Unions must be approved by the Council.

Each Local Union shall furnish the Council with a correct monthly report of all members as indicated by the International per capita sheet.

### **Section 14. Council Representation.**

Each Local Union shall elect a Delegate of Delegates to the Council in accordance with the Constitution and Laws of the United Brotherhood governing nomination and elections in sub-ordinate bodies. The ratio of representation from each Local Union to the Council shall be determined by the Council. A member of a Local Union who meets the qualifications of Section 31D of the Constitution and Laws of the United Brotherhood

shall not be ineligible to be a Delegate because he or she is a Business Representative of the Council, nor shall an otherwise qualified Delegate to the Council be ineligible for appointment as a Business Representative because he or she is a Delegate. Each Local Union shall submit the correct number of members on their rolls from month to month on and after the first meeting of each month.

The ratio of representation from each Local Union to the Council shall be as follows: The Council shall consist of a basic representation from each affiliated Local Union of three (3) Delegates for the first 300 members, four (4) Delegates for 301 through 400 members, five (5) Delegates for 401 through 500 members, six (6) Delegates for 501 through 600 members and seven (7) Delegates for 601 members or more. No Local Union affiliated with the Council shall be entitled to more than seven (7) Delegates. The basis for determination of the number of Delegates to this Council shall be the first day of the month prior to nomination, being determined by the per capita tax report to the International Union of the members in the affiliated Local Unions.

The Executive Secretary-Treasurer shall notify each Local Union by mail, no later than April 15<sup>th</sup> of the year of each general election of Local Union Delegates to the Council, the correct number of Delegates each Local Union is entitled to have elected.

#### **Section 15. Delinquent Local Unions.**

A Local Union owing per capita tax for two months and the same not being paid by the end of the third month, such Local Union Delegates shall not have a vote or voice in the Council. When a Local Union owes a sum equal to three (3) months per capita tax to the Council, its Delegates will not be entitled to a seat in that body nor shall the members of the delinquent Local Union be entitled to the work card of the Council.

#### **Section 16. Delegate Credentials**

Recording Secretaries of Local Unions must forward credentials of Delegate or Delegates from their Local Union to the Council properly signed by the President and Recording Secretary with the seal of the Local Union affixed. They shall be referred to the Executive Committee who shall investigate the same and report their findings to the Council with recommendation thereof.

#### **Section 17. Delegates Attending Meetings.**

Any Delegate to this Council failing to attend its meetings shall upon the third (3<sup>rd</sup>) offense, provided they are successive and no reasonable excuse is presented and accepted by a majority vote of the Council, stand suspended and his Local Union shall be so notified.

#### **Section 18. Collective Bargaining.**

The Council shall have the exclusive power and authority to negotiate, ratify and execute Collective Bargaining Agreements for and on behalf of its affiliated Local Unions, except to the extent the International Union exercises its jurisdiction or

authority. The method of collective bargaining ratification, which may include a vote of the membership, shall be decided by the Council. Furthermore, the Council shall have the authority to adopt rules and procedures governing the method of ratification.

### **Section 19. Trust Funds.**

All allocations from negotiated total wage amounts to annuity, health and welfare, pension, funds sponsored by the International, Apprenticeship, Labor-Management Cooperation Committees, vacation savings and holiday plans, shall be determined by the Council.

### **Section 20. Meetings.**

The meetings of this Council shall be held at least three (3) times per calendar year, or at such additional times as may be designated by the Executive Secretary-Treasurer and no business shall be transacted after 11:00 p.m. unless by a majority vote of the Delegates present immediately after the reading of the Minutes. Special meetings may be called by the President and Executive Secretary-Treasurer upon written request of two (2) Local Unions and the nature of the business shall be stated and no other business shall be transacted except that for which the meeting is called. The Executive Secretary-Treasurer shall notify each Delegate of the Council in advance to attend the meeting. All meetings of this Council shall be of executive session.

(A) The Council must provide certain reports to the Delegates at every regular meeting:

#### **1. Organizing Report**

The Director of Organizing for the Council shall report to the Delegates on organizing activities within the Council including, but not limiting his report to, industry targets, developments in ongoing programs, obstacles faced and the involvement of volunteer organizing committees with organizers in jobsite actions and house calling.

The report shall include specific targets, the specific number of jobsite actions and the specific number of house calls made to nonunion carpenters since the last report, the names of any contractors signed and the number of members brought in with that contractor.

#### **2. Membership Retention Report**

The senior business agent, or a service representative appointed by the Executive Secretary-Treasurer, shall report to the Delegates on membership retention efforts. The report, based on the Ultra Growth and Retention Report, will include, but is not limited to, the current number of members, the number of members initiated, on withdrawal, or transferred since the last report, and specifically the number of members brought in through organizing activities. For members leaving the Brotherhood, the report should include an overview of the reasons as well as all



efforts at membership contact, including contacts to encourage membership participation, and contact to members in arrears or on withdrawal to encourage their continued membership.

### **3. Political and Legislative Report**

The Council Political Director shall report to the Delegates on political organizing and legislative activities within the Council including, but not limiting his report to, political organizing activities, current legislation on the Federal, State and Local levels, and the involvement of volunteer organizing committees in the overall Council political program. When appropriate the presentation will include political campaign activities, membership voter registration, membership voter education programs, and reports of contacts with government officials.

### **Section 21. Fiscal Year**

The Fiscal Year for this Council shall be July 1<sup>st</sup> to June 30<sup>th</sup>. All accounts shall be audited and a complete financial report for the fiscal year be brought forth by the auditing committee no later than ninety days following the close of the fiscal year.

### **Section 22. Officers Bond.**

Every officer, agent or employee of the Council who handles funds and property thereof shall be bonded through the General Office for the faithful discharge of their duties.

### **Section 23. Special Dispensation.**

Any member incapacitated by old age or accident desiring special dispensation may make application for same through the Executive Committee of the Council.

### **Section 24. Charges and Trials.**

The charges and trial procedures shall be as set forth in the Constitution of the United Brotherhood.

### **Section 25. Initiation Fees.**

The initiation fee(s) in this Council shall be \$300.00. Arrangements may be made for the payment of initiation fees by installments. The initiation fee for apprentices shall be in accordance with the Constitution and Laws of the United Brotherhood. Where an ex-member has violated any of the Rules and Laws of this Council and has been tried and found guilty of same and where a fine has been imposed, such fine must be paid before initiation.

### **Section 26. Working Cards.**

The Council shall have the power to issue quarterly working cards to the Local Unions for each member of the United Brotherhood on the Local Unions' books. No member

shall be entitled to receive a working card from a Local Union unless all arrearages for dues, fines and assessments are paid in full.

### **Section 27. Representatives and Organizers.**

All Representatives and Organizers working in the jurisdiction of the Council shall be employed by and placed under the supervision and direction of the Executive Secretary-Treasurer of the Council. No Representative, Organizer or Special Representative shall have authority to act as such until he or she receives the proper credentials from the Council. The Local Unions shall not be allowed to employ anyone other than clerical employees.

Any member who represents himself or herself as a Representative or any member acting as such and not having received credentials from the Council, or a Business Representative whose credentials have been cancelled and who represents himself or herself as a Representative of this Council or any Local Union, shall for the first offense, after having been tried and found guilty, be fined a sum of fifty dollars (\$50.00) and for the second offense, if found guilty shall be expelled from the United Brotherhood.

### **Section 28. Further Objectives.**

The Council shall have the authority to organize and operate a special Political Education Committee for the purpose of political objectives including, but not limited to, public relations, political activities and contributions and furtherance of legislation.

### **Section 29. Lawsuits Against the Council.**

No member fined, suspended or expelled by action of the Council shall file any lawsuit against the Council, its Officers or Representatives, or its affiliated Local Unions without first exhausting all appeal remedies provided for in these Bylaws and Constitution of the United Brotherhood.

### **Section 30. Amendments.**

(A) Any amendments and changes to these Bylaws may be put into effect by the action of the Delegates at a Special Convention of the Council.

(B) A proposed change must be submitted in writing by three (3) Local Unions with the seal affixed provided that the Resolutions Committee consisting of three (3) or more members has reviewed and approved the resolution as to its legality in accordance with the Constitution and Laws of the United Brotherhood and the applicable Collective Bargaining Agreement, and State and Federal laws.

(C) All changes or proposed changes to the Bylaws or Trade Rules of this Council or any of the Local Unions shall be first referred to the Executive Committee for consideration and recommendation, and then referred to a Bylaws committee, pending approval by the Council and in accordance with Section 11B of the Constitution and

Laws of the United Brotherhood. The proposed changes must be submitted to the General Vice-President for approval.

**Section 31. Severability.**

If any Section or part of these Bylaws shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the remaining Sections of these Bylaws shall not be affected thereby and shall remain in full force and effect.

**Section 32. Miscellaneous.**

(A) The Council by majority vote of the Delegates present, either in regular or special session, shall have the authority to adopt Operating Procedures to govern the Council and all Local Unions, and to enact all measures, resolutions, trade rules, instruction to members and Local Unions and all other actions that may be necessary to further the objectives and purposes of the Council.

(B) These Bylaws, Trade Rules and any other rules, resolutions and directives adopted by the Council shall govern and be binding on each Local Union.

(C) Any subject not covered by these Bylaws and Trade Rules shall be governed by the Constitution of the United Brotherhood and nothing in these Bylaws shall in any way be construed to conflict with the Constitution of the United Brotherhood.

(D) The Executive Committee of the Council shall have the authority to call a Special Convention. Written notice of a Special Convention must be given to all Delegates and the principal office of each Local Union at least thirty (30) days prior to such Convention. The Delegates of any Special Convention of this Council shall consist exclusively of the Delegates of this Council.

(E) All current Bylaws of Locals must be submitted to the Council for approval. All Bylaws of Local Unions that are inconsistent with these Bylaws are superseded.

**Section 33. Hiring Hall or Job Referral System.**

The Executive Committee of the Council shall adopt, and all workers shall be governed by, uniform rules and/or procedures for the registration and/or referral to employment of unemployed workers. Workers shall have employment mobility throughout the territorial jurisdiction of the Council.

**Section 34. Officers, Representatives, Organizers, Committee Members and Delegates Compensation.**

(A) Compensation will be based upon the highest hourly base wage rate payable in the jurisdiction of the Council, as follows:

President

Three (3) hours per month

Vice President	Two (2) hours per month
Executive Secretary-Treasurer	A weekly salary established by the Executive Committee based on sixty (60) hours per week.
Warden	One hour per month
Conductor	One hour per month
Trustees	Two hours per month
Committee Members (except officers)	Two hours per month

Except for the Executive Secretary-Treasurer, the foregoing hourly compensation rates shall not apply to salaried employees of the Council who serve in those capacities.

Executive Director	A week salary based on sixty (60) hours per week.
Regional Director	A week salary based on sixty (60) hours per week.
Director	A week salary based on fifty -five (55) hours per week.
Representatives	A week salary based on fifty (50) hours per week.
Organizers	A week salary based on forty (40) hours per week.

The foregoing compensation levels (other than that of the Executive Secretary-Treasurer) may be modified by the Executive Secretary-Treasurer at any time.

(B) In addition to the weekly salary provided, the Executive Secretary-Treasurer, the Executive Director, Directors, Representatives and Organizers will be entitled to all fringe benefits provided by the collective bargaining agreement in effect for his Local Union which provides the highest package of benefits for that Local Union membership; provided however, that any above employee may elect to have any vacation pay provided to him paid on a weekly basis as part of his salary. All of the foregoing individuals will also be entitled to contributions to the United Brotherhood of Carpenters National Pension Plan, in accordance with the Constitution of the United Brotherhood.

(C) The salary wage rate base for the Executive Secretary-Treasurer, Representatives and Organizers shall be adjusted June 1<sup>st</sup>, of each year. If economic

contract negotiations are not finalized by June 1<sup>st</sup>, then the readjustment will be based upon what is in existence at that time, and further readjustment(s) will be made as other economic negotiations are settled.

(D) Any loss of wages and/or expenses incurred by Officers, Representatives, Directors, Organizers, Committee Members or Delegates while on official Council business shall be aid as authorized by the Executive Committee and approved by the Delegates of the Council.

### **Section 35. Council Operations.**

(A) The Executive Secretary-Treasurer or his designee, shall have authority to establish pickets. Every Member working at, or depending on, the Trade for livelihood shall walk picket in his locality when called upon to do so. He/she shall either picket personally or secure a replacement, subject to a \$50.00 assessment for failure to do so subject to Section 24 (Charges and Trials) of these Bylaws. Pickets shall be selected from the out of work reference list in a fair and non-discriminatory manner.

(B) All Representatives and Organizers shall make such written reports as the Executive Secretary-Treasurer may require. All Representatives and Organizers shall be full time employees of this Council. At the Executive Secretary-Treasurer's discretion, he may designate an Executive Director, four (4) Regional Directors, and up to twelve (12) of the Council's representatives as Directors having additional supervisory responsibilities who shall also answer to the Executive Secretary-Treasurer, or such other or different number of Directors as deemed appropriate by the Executive Secretary-Treasurer. Organizers shall perform such duties as may be assigned to them by the Executive Secretary-Treasurer including but not limited to, the organization of those persons who perform work falling within the trade jurisdiction of the United Brotherhood of Carpenters and Joiners of America. All grievances that may arise concerning the duties of all Representatives and Organizers and all questions or disputes regarding contractual obligations, dispatching procedures in a Local Union area, and other questions, must be referred to the Executive Secretary-Treasurer of the Council for final settlement.

(C) Officers of the Council duly nominated and elected, by virtue of their office, shall be deemed Delegates at large to the Council, for all purposes for which Delegates may serve, except that they may not participate in an election of the Council Officers, unless such Officers are actually elected as a Local Union Delegate, and shall not be counted against the ratio defined in Section 14, unless so elected as a Local Union Delegate.

(D). Each member may authorize the employer for whom he may be employed to deduct from his wages the working dues and/or assessments that are negotiated in collective bargaining agreements, by signing the authorization form provided by the Council. In the event a member refuses to sign the dues authorization form, then the applicable representation fees, dues and assessments shall be charged to that member on the gross taxable earnings earned in the month at the appropriate wage rate contained in the effective collective bargaining agreement. Contracting members and/or self employed members, performing bargaining unit work, who refuse to sign the

authorization form, shall have the applicable representation fees, dues and assessments charged to that member on gross earnings of 160 hours per month at the appropriate wage rate contained in the effective collective bargaining agreement. This section shall be enforced in accordance with Section 45 of the Constitution and Laws of the United Brotherhood of Carpenters.

**Section 36. Strike, Organization and Defense Fund.**

(A) Strikes and lockouts in this Council shall be conducted according to the sections of the Constitution and Laws of the United Brotherhood of Carpenters governing strikes and lockouts, under the direction of the executive Secretary-Treasurer.

(B) During strikes, non-striking members are obligated to dedicate a portion of their time to strike activities. The Union shall pay strike benefits to those members who report to the strike headquarters to perform committee work or other duties. Members will be paid daily, in such fixed amount as determined by the Executive Secretary-Treasurer, irrespective of the value of the services rendered or whether any services are actually performed. In no event shall the Union pay any member more than an aggregate amount of \$600.00 in one calendar year.

(C) Members working at employment for a livelihood other than that covered by the jurisdiction of this Council shall not be entitled to strike pay, if any, from the Council.

**Section 37. Temporary Working Permits.**


The Council shall be empowered to issue temporary working permits pursuant to rules adopted governing their issue. Any charge for a temporary working permit shall be in accordance with the Constitution and Laws of the United Brotherhood and the subject permit shall be good for a period of thirty (30) days from date of issue.

**Section 38. Headquarters.**

The Council shall maintain a headquarters within the geographic jurisdiction of the Local Unions affiliated therewith which has the largest membership, to be open during the hours of 8:00 a.m. to 4:30 p.m. daily, Monday through Friday. All members visiting the headquarters must conform to the rules of its government. Violation of rules shall be punishable in accordance with the Bylaws of the Council.

The foregoing Michigan Regional Council of Carpenters Amended and Restated Bylaws were adopted by the Council on July 14, 2009.

Date: July 14, 2009

  
\_\_\_\_\_  
Douglas C. Buckler, Executive  
Secretary-Treasurer

**FIRST AMENDMENT TO THE  
MICHIGAN REGIONAL COUNCIL OF CARPENTERS BY-LAWS**

Re: Working Dues

Effective: December 1, 2009

**Recitals**

**WHEREAS**, Section 30, of the Michigan Regional Council of Carpenters By-laws authorizes the Delegates to amend the Bylaws;

**WHEREAS**, the Delegates wish to amend Section 12 of the Amended and Restated Michigan Regional Council of Carpenters Bylaws dated July 14, 2009.

Accordingly, the Amended and Restated Michigan Regional Council of Carpenters Bylaws are amended as follows, effective as of the date approved in accordance with the terms of the United Brotherhood of Carpenters and Joiners of America Constitution (additions are in **bold text**, deletions are in ~~strikeout~~):

\* \* \*

**Section 12. Working Dues (Dues Check-Off); Special Assessments and Per Capita Tax.**

(A) The Council shall receive ~~3.75%~~ working dues, **in such amount as is periodically set by the Delegates**. The working dues to this Council shall be due on the first day of the month and must be paid to the Council not later than the 15<sup>th</sup> day of the following month.

\* \* \*

Except as has been expressly amended herein, the Michigan Regional Council of Carpenters By-laws shall remain in full force and effect.

The undersigned Michigan Regional Council of Carpenters Executive Secretary-Treasurer hereby certifies that the foregoing Amendment was adopted by the Delegates of the Michigan Regional Council of Carpenters on April 30, 2010, subject to approval of the First General Vice President of the United Brotherhood of Carpenters and Joiners of America.

**MICHIGAN REGIONAL COUNCIL  
OF CARPENTERS**

By:   
**MICHAEL J. JACKSON, SR. EXECUTIVE  
SECRETARY-TREASURER**

# EXHIBIT C



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

**AGREEMENT AND DECLARATION OF TRUST**

**(Effective: September 1, 2014)**

*Prepared by:*

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**MICHIGAN STATEWIDE  
CARPENTERS AND MILLWRIGHTS  
JOINT APPRENTICESHIP AND TRAINING FUND  
AGREEMENT AND DECLARATION OF TRUST  
(Effective: September 1, 2014)**

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**MICHIGAN STATEWIDE  
CARPENTERS AND MILLWRIGHTS  
JOINT APPRENTICESHIP AND TRAINING FUND  
AGREEMENT AND DECLARATION OF TRUST**

**(Effective: September 1, 2014)**

WHEREAS, an Agreement and Declaration of Trust was entered into between the Michigan Regional Council of Carpenters (hereinafter the "MRCC" or "Union") and the Associated General Contractors of Michigan (AGC), Architectural Contractors Trade Association (ACTA) and the Michigan Conveyor Manufacturers Association (MCMA) (hereinafter collectively Settlers); and

WHEREAS, as part of the merger of the Detroit Carpentry Joint Apprenticeship and Training Fund, the Michigan Carpenters Apprenticeship and Training Fund and the Millwrights Local 1102 Joint Apprenticeship and Training Fund into this Statewide Fund, the Trustees and the Settlers desire to adopt this Trust Agreement to govern the Trust Fund's operations.

NOW, THEREFORE, this Michigan Statewide Carpenters and Millwrights Joint Apprenticeship and Training Fund Agreement and Declaration of Trust is hereby adopted by the Settlers and the Trustees, effective September 1, 2014, to provide as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Administrator.** The term "Administrator" when used in the applicable provisions of ERISA shall be synonymous with the Board of Trustees as designated herein. The Trustees may, in turn, delegate some or all of their administrative or fiduciary functions to such third parties, including the Committees, as they deem appropriate.

**Section 1.2. Agreement and Declaration of Trust.** The term "Agreement and Declaration of Trust," as used herein, shall mean this instrument, including any amendments hereto and modifications hereof.

**Section 1.3. Associations.**

- (a) **Settlor Associations.** Only those Associations designated herein as Settlor Associations shall have the power and authority reserved to such Settlor Associations. Settlor Associations means the AGC, ACTA and MCMA, or any successor thereto.
  
- (b) **Participating Associations.** The term "Associations" or "Participating Associations" means those Associations which have executed a Collective Bargaining Agreement with the Union, requiring contributions hereto and includes the power to appoint JATC members, as herein provided. The current Participating Associations are: The Associated General Contractors of Michigan

(AGC), Architectural Contractors Trade Association (ACTA), Carpenter Contractors Association (CCA), Construction Association of Michigan (CAM), Michigan Carpentry Contractors Association (MCCA), Michigan Conveyor Manufacturers Association (MCMA), Michigan Exhibit Producers Association (MEPA), and Washtenaw Contractors Association (WCA). The term "Associations" includes any new or successor Association that becomes a party to this Trust Agreement by virtue of its execution of a Collective Bargaining Agreement or an adoption agreement, by which such Association agrees to be bound to the terms and conditions of this Trust Agreement, as amended from time to time.

Settlor Associations, together with the Union, are the sole Settlers of this Trust, while all designated Participating Associations and the Union will have certain rights with respect to the appointment of the various JATCs as herein provided.

**Section 1.4. Collective Bargaining Agreement.** Any contract entered into between the Union and any Association or Employer under which the Employer has agreed to contribute to the Trust Fund and any renewal or extension thereof.

**Section 1.5. Contributions.** The term "Contributions," as used herein, shall mean the payments made to the Fund by the Employers.

**Section 1.6. Employee.** Employee means any of the following:

- (a) Any person who is or has been employed in Covered Employment by an Employer to perform tasks coming within the trade jurisdiction of the Union;
- (b) Any person who has been employed by an Employer to perform tasks outside the trade jurisdiction of the Union and whose Employer elects to contribute to this Fund under such terms and conditions as the Trustees may prescribe;
- (c) Any person employed in a paid capacity by the Union, one of its constituent Locals, the UBC International or any other labor organization; and
- (d) Any person employed by any Employer such as a board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established through collective bargaining by the Union or one of its constituent Locals, labor associations and one or more Association, the members of which maintain a collective bargaining relationship with the Union.

**Section 1.7. Employer.** Employer means any of the following:

- (a) Any member of an Association and any other individual, partnership, corporation or business entity which is engaged in work using or employing the services of individuals performing work tasks coming within the trade jurisdiction of the Union and which has a Collective Bargaining Agreement or any other written agreement in

effect, requiring contributions to this Fund;

- (b) Any other Employer engaged in work coming within the trade, craft and geographical jurisdiction of the Union who is obligated by a Collective Bargaining Agreement, or such other written agreement, to make Contributions to the Fund on behalf of its Employees who are covered by the Collective Bargaining Agreement;
- (c) The Union, solely to the extent that it acts in the capacity of an Employer of its business representative or its Employees, providing it agrees to make Contributions to the Fund on behalf of such Employees;
- (d) Any training or other program operated in whole or in part by the Union, or with its approval, or one of its constituent Locals and/or one or more of the Associations signatory hereto;
- (e) Any Board of Trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established through collective bargaining by the Union or one or more of its constituent Locals and one or more Associations, the members of which maintain a collective bargaining relationship with the Union or one of its constituent Locals;
- (f) Any council, committee, or other body composed of representatives of one or more labor organizations of which the Union or one of its constituent Locals is a member;  
or
- (g) Any sponsoring Association, solely in its capacity as an Employer of Employees, on whose behalf it has agreed in writing to make contributions to this Fund.

In the case of an Employer electing to contribute pursuant to the provisions of subsection (d), (e), (f) or (g), contributions must be uniformly made with respect to all Employees of that Employer.

**Section 1.8. ERISA.** The Employee Retirement Income Security Act of 1974, as amended.

**Section 1.9. JATC.** Joint Apprenticeship and Training Committee(s) ("JATC" or "Committee(s)" interchangeably) shall mean those entities designated by the Union and the Participating Associations to administer the apprenticeship and training programs at the individual school level, solely with the powers, duties and authorities granted herein, or any supplemental enabling resolutions, policies or procedures.

**Section 1.10. Participant.** The term "Participant" means an Employee or other individual who has met the requirements established by the Trustees or the JATC and is eligible to participate in the Plan, or receive benefits offered by this Trust Fund.

**Section 1.11. Plan Year.** The term "Plan Year" shall constitute the consecutive 12-month period, commencing on September 1st and ending on August 31st.

**Section 1.12. Settlers.** Settlers shall mean the AGC, ACT, MCMA and the MRCC. While other

Associations may have certain rights and obligations hereunder, they shall not be deemed as Settlers of this Trust.

**Section 1.13. Trustees.** The term "Trustees," as used herein, shall mean the Trustees of the Statewide Trust Fund, herein designated by the Settlers and any successor Trustee designated in the manner provided herein. The individual Committee members shall not be deemed Trustees hereunder.

**Section 1.14. Fund or Trust.** The term "Fund" or "Trust," as used herein, shall mean Contributions to this Trust Fund created hereunder received and accepted by the Trustees under the aforementioned Collective Bargaining Agreements, and any additional Contributions thereto that may hereafter be agreed upon by the parties under such Collective Bargaining Agreements, or any modifications, amendments, revisions or extensions thereof, together with all income, increments, earnings and profits therefrom, and all other funds received by the Trustees for the uses, purposes and trusts set forth in this Trust Agreement. The term "Fund" shall be interchangeable with the terms "Trust" and "Trust Fund."

**Section 1.15. Plan.** The term "Plan," as used herein, shall include the adoption of and administration of apprenticeship standards, or such other training program or plan, by the Trustees for the purpose of providing training, education and related benefits to Participants, including rules and regulations governing the eligibility requirements, amount and level of benefits and the general administration and operation of the Fund.

**Section 1.16. Union.** The term "Union," as used herein, shall mean the Michigan Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, or any successor thereto.

## ARTICLE II ESTABLISHMENT

**Section 2.1. Name.** The joint Trust Fund hereby established shall be known as the Michigan Statewide Carpenters and Millwrights Joint Apprenticeship and Training Fund, and all business shall be conducted in that name.

**Section 2.2. Purpose.** The purpose of the Trust Fund shall be to provide, pursuant to the Plan, education, training and related benefits to eligible Participants, as are more particularly described in the Plan.

**Section 2.3. Contributions.** The Contributions of the Employers shall be made in the amount required and pursuant to the terms and conditions of the Collective Bargaining Agreement, or any other written agreement between the Union, the Associations or any individual Employer. Contributions shall be paid to the Trustees at such regular intervals as the Trustees direct, in accordance with the rules and regulations of the Trust. Employer Contributions, under the Collective Bargaining Agreement, or any other written agreement, shall not be accepted by the Trustees until a written copy of the contract has been delivered to the Trustees and has been approved by them. Each Employer accepts the Trustees as its representative with the respect to the Trust Fund by submissions of said Collective Bargaining Agreement or any other written agreement, to the Trustees for approval. Employer Contributions become Plan assets at the time they are due and



owing to the Fund. Title to all Employer Contributions paid into and/or due and owing to the Fund shall be vested in and remain exclusively in the Fund. An Employer shall have no right, title or interest in the Employer Contributions owing to the Fund. The Trustees may enforce payment of Contributions in any manner including, without limitations, suit for collection in any court of competent jurisdiction.

**Section 2.4. Qualification.** The Trust Fund shall be maintained as a tax exempt entity, pursuant to Internal Revenue Code Section 501(c)(3), as amended from time to time.

### **ARTICLE III PARTIES**

**Section 3.1. Initial Settlers.** The Union and the Settlor Associations designated herein shall constitute the initial sponsors of this Trust Agreement, as Settlers. A legally recognized successor in interest to any initial Settlor of this Trust Agreement shall succeed in all the rights and responsibilities of the party it is replacing, upon demonstrating to the Board of Trustees that such replacement party is in fact a legal successor in interest to the initial sponsor.

**Section 3.2. New Settlers.** New Associations or Unions may be admitted as a party to, and Settlers of, this Trust Agreement upon the unanimous approval of the Union and the Settlor Associations, provided such new parties execute an adoption agreement by which such new Association or Union agrees to be bound to the terms of this Trust Agreement, as amended from time to time.

**Section 3.3. Termination of Settlor.** Any Association may be removed as a party to and Settlor of this Trust Agreement by unanimous vote of all the Settlers, provided however that there shall always be at least one Association (or Employer) party to this Trust Agreement, while the Trust Fund is in existence. An Association shall automatically cease to be a Settlor of this Trust Agreement as of the date that all Employer members of such Association permanently cease to have any contractual obligation to contribute to this Trust Fund. Any Association that is removed or ceases to be a party to this Trust Agreement can only be readmitted as a party to the Trust Agreement in accordance with Section 3.2 hereof. The foregoing notwithstanding, at least one Association (or Employer) and one Union shall be a party to this Trust Agreement while the Trust Fund is in existence.

### **ARTICLE IV POWERS AND DUTIES OF THE TRUSTEES**

**Section 4.1. Fiduciary Duty.** It is expected that the Trustees appointed or selected pursuant to the terms and conditions of this Trust Agreement will or may act in one or more fiduciary capacity. The fact that the Trustees are hereby appointed or selected to act as Administrator of this Trust and Plan does not diminish their other duties or responsibilities as Trustees which are enumerated herein. However, the fact that the Trustees may act in more than one fiduciary capacity is not intended to augment in any way the personal liability of one or more fiduciaries for the acts or omissions of one or more of their co-fiduciaries. The power to appoint other persons and entities to perform fiduciary functions includes also the power to remove them and to fill vacancies as soon as possible whenever they exist.

**Section 4.2. Trustees' Duties.** The Trustees shall generally oversee the creation and administration

of this Trust Fund and the Plan established pursuant hereto, and unless they have specifically allocated or delegated the duties enumerated hereinafter, in accordance with the procedures established by this Trust Agreement, the Trustees shall have, among other things, full discretionary authority to:

- (a) Accept and receive Contributions and shall hold, invest, manage, and administer the same as part of the Trust Fund for the uses and purposes as herein provided.
- (b) Accumulate all income, earnings, and profits of the Trust Fund and receive and administer the same as part hereof.
- (c) Formulate, adopt and administer the Plan, for the benefit of the Employees in order to provide the benefits for which it was established.
- (d) Promulgate and establish rules and regulations for the administration and operation of the Plan in order to effectuate the purposes thereof, and pursuant thereto (but without limitation on the powers of the Trustees by reason of such enumeration), formulate and establish the conditions of eligibility, the method of providing benefits, the investment of the assets of the Trust Fund and any and all other matters which the Trustees, in their sole discretion, may deem necessary or proper to effectuate the purpose and intent of the Plan.
- (e) Receive any money, securities or other property hereunder that are tendered to them and that they may deem to be acceptable.
- (f) Pay out of the Trust Fund all taxes of any nature assessed against it, provided, however, that the Trustees may contest the validity of any tax.
- (g) Enter into agreements, contracts, and other instruments for the deposit of funds with banks, trust companies or other institutions, which accept and hold monies on deposit and which are members of the Federal Deposit Insurance Corporation, or similar governmental agency, and to authorize such depository to act as custodian of the funds, whether in cash or securities or other property, and to authorize such depository or depositories to convert, invest and reinvest such funds, entirely or in part, into securities of any kind and nature whatsoever, consistent with the procedure established herein.
- (h) Open such bank accounts as are necessary for the operation of the Fund and authorize withdrawals of monies from such accounts, by orders or checks signed by such Trustees, as are authorized in writing by the Trustees to sign same. No order or check for the withdrawal of funds shall be valid unless signed by two Trustees, one of whom shall be a Union Trustee and one of whom shall be an Employer Trustee.
- (i) In their discretion, have power to require from the Union, the Associations,

contributing Employers, Employees, Participants or any Beneficiaries, such information as they may need in the performance of their duties under this Agreement.

- (j) Require all persons who "handle" the Trust Fund's funds, including those who exercise such discretion in the management or operation of the Trust that they could expose it to a risk of loss, to be properly bonded.
- (k) Perform such other acts as may be deemed prudent and in the best interest of the Participants.

**Section 4.3. Trustees' Powers.** In addition to all other rights, powers and prerogatives vested in them, the Trustees may:

- (a) Hold from time to time any portion of the Trust Fund in cash, uninvested and nonproductive of interest or other income.
- (b) Sell, transfer or dispose of any securities or other property at any time held by them for other securities or property which the Trustees may deem acceptable. Any such sale, transfer, disposition, conversion or exchange may be made publicly or by private arrangement.
- (c) Consent to the reorganization, consolidation, merger, dissolution or readjustment of the finances, of this Trust Fund or any corporation, company or association with respect to any of the securities which may at any time be held hereunder, exercise any option or options, to make any agreement or subscription, pay any expenses, assessments or subscriptions in connection therewith and hold and retain any property, acquired by means of the exercise of the powers expressed in this section to the extent that it is acceptable to the Trustees.
- (d) Compromise, arbitrate, settle, adjust or release any lawsuit or legal proceeding, claim, debt, damage or undertaking due or owing from or to the Trust Fund on such terms and conditions as the Trustees may deem advisable.
- (e) Register any securities or other property held in the Trust Fund with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity and hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of the Trustees shall show that all such investments are part of the Trust Fund, and provided further that it is prudent to do so, and such transactions or occurrences are not prohibited by any applicable statute or the Internal Revenue Code.
- (f) Lease or purchase such premises, materials, supplies, and equipment, and employ and retain administrative, accounting, actuarial, benefit consultant, clerical, custodial and other assistants or employees as in their discretion the Trustees may deem necessary or appropriate and to pay their reasonable

- expenses and compensation out of the Trust Fund.
- (g) Vote in person or by proxy or otherwise upon securities held by the Trustees and to exercise power of attorney or in any other manner any other rights of whatsoever nature pertaining to securities or other property at any time held by them hereunder.
  - (h) Make, execute and deliver as Trustees, any and all instruments in writing necessary or proper for the effective exercise of any of the Trustees' powers as stated herein, or otherwise necessary to accomplish the purposes of the Trust Fund and this Trust Agreement.
  - (i) Borrow money from any and all types of persons, companies or institutions upon such terms and conditions as the Trustees may deem desirable and prudent, and for the sums so borrowed or advanced, the Trustees may issue promissory notes or other evidence of indebtedness as Trustees, and secure the repayment thereof by the pledge of any securities or other property in their possession as Trustees.
  - (j) Apply to the United States District Court for the district in which the Fund is located for guidance with respect to the disposition of the Trust Fund's assets, or any question of construction of law or fact, but nothing herein contained shall be deemed or construed as imposing any duty on the Trustees to make such application or as limitation of any kind or nature upon the powers, rights and prerogatives of the Trustees.
  - (k) Authorize, by resolution, any one or more of the Trustees to execute any notice or other instrument in writing, and all persons, partnerships, corporations or associations may rely thereupon that such notice or instrument has been duly authorized and is binding on the Trust Fund and the Trustees.
  - (l) To use their full discretionary authority to interpret the Plan, Trust Agreement or any other document and to make final and binding determinations concerning plan design, eligibility for participation and benefits under the Plan.
  - (m) Delegate any ministerial functions conferred upon them hereunder.
  - (n) Provide for the purchase of fiduciary insurance for the Trustees' protection and indemnification.
  - (o) Do all other acts, and take any and all other action, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder, or to effectuate the purposes of this Trust Fund which is in compliance with applicable law.
  - (p) Retain such third-party administrators, consultants, professionals or other

advisors as the Trustees, in their discretion, deem appropriate.

**Section 4.4. Trust Fund Office.** The Trust Fund shall have and maintain an office in its territorial jurisdiction which shall be deemed the situs and its principal office. The Trustees may, from time to time, change the location of said office within the jurisdiction, but no change shall be effective until notice thereof shall have been given to the Union and the Employers.

**Section 4.5. Notices.** Notices given to the Trustees, Union, Employers, Employees, Participants or Beneficiaries hereunder shall, unless otherwise specified, be sufficient if in writing and delivered to, or sent by, postage-paid, First-Class mail, telefax, or by electronic means. Except as otherwise provided, distribution or delivery of any statement or document required hereunder to be made to the Trustees, Union, Employers, Employees, Participants or Beneficiaries shall be sufficient if delivered in person or if sent by postage-paid, First-Class mail.

**Section 4.6. Authority.** No party dealing with the Trustees in relation to the Trust Fund shall be obligated to see to the application of any money or property of the Trust Fund, or to see that the terms of this Agreement and Declaration of Trust have been complied with or be obligated to inquire into the necessity or expediency of any action of the Trustees, and every instrument executed by the Trustees shall be conclusive in favor of every person relying thereon, including but not limited to:

- (a) That at the time of the delivery of said instrument, the Trust Fund hereby created was in full force and effect.
- (b) That said instrument was executed in accordance with the terms and conditions in this Agreement and Declaration of Trust.
- (c) That the Trustees were duly authorized and empowered to execute such instrument.

The receipt given by the Trustees for any monies or other properties received by them shall effectively discharge the person or persons paying or transferring the same, and such person or persons shall not be bound to see the application or be answerable for the loss or misapplication thereof.

**Section 4.7. Trust Expenses.** The reasonable and necessary expenses incurred in the collection of contributions and in the administration and operation of the Trust Fund shall be paid therefrom.

**Section 4.8. Trustees' Expenses.** No Trustee shall receive any compensation for the services rendered by him as a Trustee, but the Trustees may establish a reasonable expense allowance for the attendance at each regular or special meeting of the Trustees and reimbursement for reasonable and necessary expenses in conducting Trust business, including out of town conferences, the allowance of which is not prohibited by law.

**ARTICLE V  
ACCOUNTS, RECORDS AND AUDITING THEREOF**

**Section 5.1. Trust Income.** All income, profits, recoveries, contributions, forfeitures and any and all moneys, securities and properties of any kind at any time received or held by the Trustees hereunder shall be held for the uses and purposes set forth herein.

**Section 5.2. Accounting.** The Trust Fund shall keep true and accurate books of account and records of all their transactions, which shall be open to the inspection of each of the Trustees at all times, and which shall be audited annually by a certified public accountant, selected by the Trustees. A statement of such audits shall be available at reasonable times for inspection by the Union, the participating Employers and Employees at the principal office of the Fund.

**ARTICLE VI  
CLAIMS AND INDIVIDUAL RIGHTS**

**Section 6.1. Rights Under the Trust.** No Employee, or any person claiming by or through an Employee, shall have any right, title or interest in or to the funds or other property of the Trust Fund or any part thereof, except as specifically provided by the Plan and the applicable rules and regulations thereunder or by federal law.

**Section 6.2. Spendthrift Provision.** No monies, property or equity, of any nature whatsoever, interest in the Trust Fund or benefits or monies payable herefrom shall be subject in any manner, by any Employee or person claiming through such Employee, to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien or charge, and any attempt to cause the same to be subject thereto shall be null and void, except as permitted under applicable provisions of ERISA and the IRC Code, or other federal law.

**Section 6.3. Appeal Rights.** Trustees shall establish a procedure under the Plan and/or Trust Agreement, to provide for adequate notice in writing to any Participant or Beneficiary whose claim for benefits under the Plan has been denied, setting forth the specific reasons for such denial, in a manner calculated to be understood by the Participant or Beneficiary, and afford a reasonable opportunity to any Participant or Beneficiary, whose claim for benefits has been denied, for a full and fair review by the Trustees of the decision denying his claim.

**ARTICLE VII  
INDEMNIFICATION AND PROTECTION OF TRUSTEES  
AND OTHER PERSONS**

**Section 7.1. Indemnification of Trustees.** In order that persons will not be discouraged from serving hereunder as Trustees or other fiduciaries, with respect to the operation of this Trust Fund, such individuals shall not, by virtue of their acceptance to act in a fiduciary capacity, be subject to personal liability over and above that which is imposed by law and may, by approval of the Trustees, be reimbursed and indemnified for their legal expenses or other fees and expenses incurred in defense of themselves as fiduciaries, whenever permitted by law. Additionally, the fiduciaries herein may be covered by fiduciary insurance, and indemnification agreements and/or bonds,

including indemnification against money damages assessed by a court of competent jurisdiction, where not prohibited by law.

**Section 7.2. Trustees' Determinations.** The Trustees, in discharging their responsibility of administering the Plan, shall have full discretion to make determinations and findings concerning:

- (a) The eligibility of any Employee for the benefits provided by the Plan;
- (b) The fact and time of the commencement, duration or termination of the employment of any Employee;
- (c) The earnings of any Employee;
- (d) Interpretation of the Plan, Trust Agreement or any other document relevant to the administration of the Trust Fund;
- (e) Matters of policy and interpretation not expressly covered by the terms and conditions of this Trust Fund, in a reasonable, consistent manner;
- (f) All other matters which the Trustees, in their discretion, may deem necessary or proper to effectuate the administration of the Plan.

Such findings shall be *prima facie* correct and binding upon the Trustees, Employer, Employee or Beneficiary concerned, subject to the procedure for a full and fair review. No matter respecting the foregoing, or any difference arising thereunder, or any matter involved in this Trust Agreement, shall be subject to the grievance procedure established in any Collective Bargaining Agreement between the Employer, Association and the Union, provided, however, that this clause shall not affect the rights and liabilities of any of the parties under the Collective Bargaining Agreements.

**Section 7.3. Bonding of Trustees.** The Trustees shall, by resolution duly adopted, provide for fidelity bonds with such companies, and in such amounts, as required by law for Trustees or other persons who shall be authorized to receive or withdraw or handle funds from the Trust Fund, the premiums for which bonds shall be paid from the Trust Fund.

**Section 7.4. Notice to Trustees.** The Trustees shall not be bound by any notice, direction, requisition, advice or request, unless and until it shall have been received by the Trustees at the Trust Fund's principal place of business.

## ARTICLE VIII APPOINTMENT, REMOVAL, RESIGNATION AND ADMINISTRATIVE FUNCTION OF TRUSTEES

**Section 8.1. Appointment of Lead Trustees.** The Lead Trustees shall consist of sixteen (16) natural persons, eight (8) of whom shall be appointed by the Union's Executive Secretary-Treasurer (hereinafter referred to as the "Union Trustees"), and eight (8) of whom shall be selected by the Settlor Associations named herein, on the following basis: AGC four (4), ACTA two (2) and MCMA two (2) (hereinafter referred to as the "Employer Trustees"). Each Settlor may also

designate one alternate Trustee to serve as hereinafter provided. The Trustees whose names are set forth at the end of this Agreement and who have executed the original of same, are hereby designated the current Trustees by the Union and the Settlor Associations. The above-designated Trustees, and their successors, each for himself, accept their appointment or election as Trustees and consent to act as Trustees and on the Board of Trustees as Administrator, hereunder, and declare and agree that they will receive and hold the Trust Fund as Trustees under and by virtue of the terms, conditions and provisions of this Trust Agreement and for the uses, purposes and trusts and with the powers and duties herein set forth and none other.

**Section 8.2. Alternate Trustees.** The Alternate Trustees shall consist of up to four (4) natural persons, one (1) of whom may be designated by each Settlor. The Alternate Trustees may attend all Trustees' meetings, but will have no vote unless a Lead Trustee representing the Settlor which selected the Alternate Trustee is absent from the meeting. The Alternate Trustees whose names are set forth at the end of this Agreement or who hereinafter execute an acceptance of trust, are hereby designated the current Alternate Trustees by the appropriate Settlor. Such Alternate Trustees and their successors, hereby accept their selection as Alternate Trustees and consent to act as Trustees in place of Lead Trustees when called upon and on the Board of Trustees as Administrator, hereunder, and declare and agree that they will receive and hold the Trust Fund as Trustees under and by virtue of the terms, conditions and provisions of this Trust Agreement and for the uses, purposes and trusts and with the powers and duties herein set forth and none other.

**Section 8.3. Chairman and Secretary of the Board of Trustees.** When the Chairman of the Board of Trustees is selected from the Union Trustees, the Secretary shall be selected from among the Employer Trustees and vice versa. The Chairman and Secretary positions shall alternate between the Union and Employer Trustees each calendar year, with a Union Trustee serving as Chairman and an Employer Trustee serving as Secretary in even numbered years and vice-versa in odd numbered years. The Chairman shall preside at all meetings and see that all orders and resolutions of the Trustees are carried into effect. The Secretary shall attend all meetings and preserve a written record of the true minutes of the proceedings of such meetings. He shall give all notices required and perform all such other duties as may be delegated to him by the Board of Trustees.

**Section 8.4. Term.** Each Trustee shall serve until his death, incapacity, resignation or removal by the appointing Settlor.

**Section 8.5. Resignation.** A Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving 30 days' notice, in writing, to the remaining Trustees, or such shorter notice as the remaining Trustees may accept as sufficient. In said notice, there shall be stated a date when such resignation shall take effect, and such resignation shall take effect on the date specified in the notice unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall be effective immediately upon the appointment of such successor Trustee.

**Section 8.6. Removal.** Any Employer Trustee may be removed from office for any reason, or no reason, at any time by a resolution of the Settlor Association which appoint same, in writing, and delivered to all of the Trustees at the office of the Fund. Any Union Trustees may be removed from office for any reason, or no reason, at any time by the Union's Executive Secretary-Treasurer, in



writing, and delivered to all of the Trustees at the office of the Fund.

**Section 8.7. Successor Trustee.** In case any Union Trustee shall become incapacitated, die, resign, or be removed, a successor Union Trustee shall be appointed by the Union. In case any Employer Trustee shall become incapacitated, die, resign, or be removed, a successor Employer Trustee shall be appointed forthwith by the Settlor Association which appointed the Trustee whose office is vacant. Immediately upon his acceptance of the Trusteeship in writing, the successor Trustee shall become vested with all the property rights powers and duties of a Trustee hereunder with like effect as if originally named as a Trustee.

**Section 8.8. Trustees' Meetings.**

- (a) The Trustees shall meet at least quarterly.
- (b) A meeting may be called at any time by the Chairman, the Secretary, or by any two of the Trustees upon giving five days' notice in writing to all the other Trustees.
- (c) Meetings of the Trustees may also be held at any time without notice if the Trustees unanimously consent thereto.

The meetings of the Trustees shall be private and no person, other than the Trustees shall have the right to attend such meetings unless invited to do so by any one of the Trustees, or as required by the procedure established for the review of a denied application for the payment of benefits hereunder.

**Section 8.9. Quorum.** To constitute a quorum for the transaction of business, there shall be required the presence of six (6) Trustees, at least three (3) of whom shall be Employer Trustees and the other three (3) of whom shall be Union Trustees. Trustees present shall have equal voting strength, the votes of any absent Union Trustee being equally divided between the Union Trustees present and the votes of any absent Employer Trustee being equally divided between the Employer Trustees present. No vacancy or vacancies in the office of the Trustee shall impair the power of the remaining Trustees to act on behalf of the Fund as provided herein.

**Section 8.10. Majority Vote.** Any action or decision of the Trustees shall be made by a majority of the votes cast by the Trustees attending the meeting, unless otherwise specifically required by this Trust Agreement. Each Trustee shall have one vote on all matters, provided, however, if there is an unequal number of Union Trustees or Employer Trustees present at any meeting, then in that event, the group of Trustees (Employer or Union) being the lesser in number shall be entitled to cast an equal number of votes as the group that has the larger number present at any such meeting. Voting shall be done verbally at all meetings unless any one Trustee requests that such voting be by secret ballot. All meetings shall be conducted in accordance with *Robert's Rules of Order*, Newly Revised, unless waived by the Trustees present or there is a conflict between such procedures and the terms of this Agreement. Any action or decision of the Trustees may be taken without a meeting, provided it is done in writing with the concurrence of all of the Trustees.

**Section 8.11. Deadlock.** A deadlock shall be deemed to exist whenever a proposal, nomination, motion or resolution made by any Trustee is not adopted by a majority vote (unless the same has

failed for lack of a second or has been defeated by a majority vote) and the supporters of the proposal, nomination, motion, or resolution, notify the remaining Trustees, in writing, that a deadlock exists, or whenever a quorum is lacking at a meeting duly called, and at least one Trustee from either group of Trustees notifies the remaining Trustees, in writing, that a deadlock exists. In the event of such deadlock arising, the Employer Trustees and the Union Trustees shall meet for the purpose of agreeing upon an impartial umpire to break such deadlock by deciding the dispute in question. In the event of the inability of the Employer Trustees and Union Trustees to agree upon the selection of such impartial umpire, then on the petition of any of the Trustees, the District Court of the United States for the district where the Fund is located shall be empowered to make such an appointment. Such impartial umpire shall immediately proceed to hear the dispute and the award of such umpire shall be final and binding upon the parties, and the reasonable compensation for such umpire shall be paid from the Fund, unless prohibited by law.

## **ARTICLE IX POWERS AND DUTIES OF JATCS**

**Section 9.1. General.** While the Statewide Board of Trustees is hereby designated as the Administrator of the Trust Fund, the day-to-day operations of all apprenticeship and training centers will be administered by individual JATCs, whose duties and powers are set forth in this Article.

**Section 9.2. Allocations of Duties and Powers.** The allocation of the powers, duties and responsibilities between the statewide board of Trustees and the JATCs shall be as follows:

- (a) Statewide Board of Trustees. The Trustees shall have complete financial and operational responsibility and oversight of all activities of the Trust Fund, as more particularly described in this Trust Agreement, including the development of a core curriculum, adoption of all Plan and similar documents, hiring and termination of all employees, as well as monitoring of the JATCs.
- (b) JATC's. The JATC's shall be responsible for the administration of their respective training centers. This obligation includes the establishment of budgets for their respective training centers, and oversight of the school's recruitment, intake, training and related activities, in conjunction with the statewide coordinator. Each JATC may make recommendations to the Trustees concerning the hiring and termination of all staff employees at its respective school. The JATC shall further supervise and oversee all training staff at its respective training center, as well as all physical property, buildings, and equipment at said location.

The delegation of powers and duties from the Trustees to the JATC's may be supplemented by such enabling resolutions, policies, procedures or similar documents to effectuate the purposes of this Trust Agreement. In no case shall the powers and duties of the JATC's be eliminated, or materially modified, by the Settlers or the Trustees so as to significantly diminish same without written consent of the Union and the majority of the Participating Associations whose JATC members would be affected by any such material change.

**Section 9.3. JATC Committee Appointments.** Each JATC shall consist of an equal number of Union and Employer Committee members, appointed or selected as follows:

School Location	Total Number of Committee Members	Appointing Parties	Number
Ferndale	14	Union: MRCC Employer: AGC ACTA CCA WCA MCCA MEPA CAM	7 1 1 1 1 1 1 1
Warren	6	Union: MRCC Employer: MCMA	3 3
Saginaw	6	Union: MRCC Employer: AGC	3 3
Fennville	6	Union: MRCC Employer: AGC	3 3
Grayling	6	Union: MRCC Employer: AGC	3 3
Marquette	8	Union: MRCC Employer: AGC	4 4
Mason	8	Union: MRCC Employer: AGC	4 4

The Trustees, based upon the terms of this Trust Agreement, and in accordance with applicable laws, hereby allocate and delegate certain fiduciary and non-fiduciary responsibilities to the JATC members, subject always to the Trustees' power and duty to monitor the performance of such appointees and provided further that such appointees accept the duties and responsibilities delegated to them and agree to act in the designated capacity.

**Section 9.4. Participating Associations.** The addition or termination of Participating Associations shall be conducted in accordance with Article III hereof (as applicable to Settlers), with equal voting maintained at all times between the Union and Employer Trustees at each JATC.

**Section 9.5. JATC Authority to Act.** By delegating to the JATC the authority to undertake the activities described in this Trust Agreement, it is the intent of the Trustees that each individual action undertaken by the respective JATCs will not be subject to immediate ratification, since such ratification process will unnecessarily delay the timely implementation of decisions which may require immediate action by the Trust Fund. The JATC shall, however, provide adequate reporting to the Trustees, in the form of detailed minutes, activity reports or similar information as may be requested by the Trustees in order to permit the Trustees to adequately monitor the activities of the JATC. JATC Committee members shall have full discretionary authority with respect to the duties and powers allocated to them hereunder.

**Section 9.6. Committee Members.** Each JATC member shall serve until his death, incapacity, resignation, or removal by the appointing party, whichever comes first. The resignation, removal and appointment of JATC Committee members shall be done in the same manner as that of the Trustees, in accordance with Article VIII hereof, except that the Appointing Association or Union, as the case may be, shall be the entity with authority to effectuate same. All JATC meetings and activities shall be conducted in accordance with the provisions of Article VIII hereof.

**Section 9.7. Financing.** In order to finance the operations of the JATC, the Trustees shall adopt a periodic budget and make sufficient funding available to properly operate the respective training center. All operating expenses properly incurred for the operation of the JATC shall be paid directly from the Trust Fund.

**Section 9.8. Accounting.** The JATC shall keep true and accurate books of account and records of all their transactions, which shall be open to the inspection of the Trustees at all times. Such books and records shall be audited annually by a certified public accountant selected by the Trustees. A periodic financial statement of all such activities shall be supplied to the Trustees for their review.

**Section 9.9. Claims.** No employee, Employer, Union, participant or individual or any person claiming by or through same, shall have any right, title or interest in or to the funds held by the JATC. Such assets, funds, and any income therefrom, shall be deemed the property of the Trust Fund and subject to all protections described in this Trust Agreement and applicable law, including the spendthrift provisions thereof.

## **ARTICLE X MERGER, TERMINATION AND AMENDMENT**

**Section 10.1. Mergers.** The Settlor, by unanimous vote, may cause the Trust Fund to enter into such mergers or consolidations with other like Funds, provided they deem same to be in the best interest of the Trust Fund's participants.

**Section 10.2. Trust Termination.** The Trust may be terminated by an instrument in writing executed by all of the Settlor. The Trust may also be terminated by the Settlor, if there is no longer in force and effect a Collective Bargaining Agreement, or any other written agreement, requiring contributions to the Trust Fund.

**Section 10.3. Distribution of Assets Upon Termination.** In the event of termination of the Trust, the Trustees shall apply the Fund's assets to pay any and all obligations of the Trust and distribute any remaining surplus to another Trust Fund qualified under Section 501(c)(3) of the IRS Code. However, neither at the termination of the Trust, nor at any other time, shall any of the monies or other assets of the Fund revert to or be paid to any Employer, or Union, but the Fund shall, at all times, be disbursed to provide benefits to the Participants in accordance with the Plan.

**Section 10.4. Trust Amendments.**

- a. It is anticipated that in the administration of the Trust Fund, conditions may arise that are not foreseen at the time of the execution of this Trust Agreement, and it is the intention of the parties that the power of amendment, which is hereinafter retained by the Settlor, although the Trustees may make Trust Amendment recommendations to

the Settlers, from time to time.

- b. This Trust Agreement may be amended to any extent, at any time, by the unanimous vote of the Settlers. The foregoing notwithstanding, no such amendment shall deprive any Participating Association from appointing its JATC Committee member, as herein provided, nor shall it eliminate or materially alter the powers and duties of the JATC, as provided in this Trust Agreement. No amendment shall divert the Trust Fund as then constituted or any part thereof to a purpose other than the purposes set forth in this Trust Agreement, nor shall there be any amendment as the result of which the Employer Trustees and the Union Trustees would have unequal voting strength with respect to any function that the Board of Trustees may undertake in the operation and administration of the Trust Fund.

## **ARTICLE XI EXECUTION AND INTERPRETATION**

**Section 11.1. Execution of the Trust.** This Agreement and Declaration of Trust may be executed in one or more counterparts or by a separate document approving and ratifying same. The signatures of a party on any counterpart or such other document shall be sufficient evidence of his execution hereof. Any Employer executing a Collective Bargaining Agreement, adopting the terms and conditions set forth in this Trust Agreement as well as all subsequent amendments thereto and rules and regulations promulgated hereunder, shall be deemed to have executed and adopted this Agreement and Declaration of Trust and become bound by its terms and conditions.

**Section 11.2. Construction of Trust Provisions.** The provisions of this Trust Agreement shall be liberally construed in order to promote and effectuate the establishment and operation of the programs herein contemplated. The Trustees shall have full discretionary power to interpret, apply, and construe the provisions of this Trust Agreement, and any construction, interpretation and application adopted by the Trustees in good faith shall be binding upon the Union, the Employers and the Employees.

**Section 11.3. Severability of Trust Provisions.** In the event that any provisions of this Agreement and Declaration of Trust shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect its remaining provisions. The provision or provisions held illegal or invalid shall be fully severable, and the Agreement and Declaration of Trust shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

**Section 11.4. Choice of Law.** To the extent not preempted by federal law, this Agreement and Declaration of Trust shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects. Any and all disputes regarding the terms and conditions of this Agreement and Declaration of Trust will be heard in the United States District Court for the Eastern District of Michigan.

IN WITNESS WHEREOF, the Union and the Associations have executed this Michigan Statewide Carpenters and Millwrights Joint Apprenticeship and Training Fund Agreement and Declaration of Trust on the date(s) set forth hereinafter.

shall not affect its remaining provisions. The provision or provisions held illegal or invalid shall be fully severable, and the Agreement and Declaration of Trust shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

**Section 11.4. Choice of Law.** To the extent not preempted by federal law, this Agreement and Declaration of Trust shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects. Any and all disputes regarding the terms and conditions of this Agreement and Declaration of Trust will be heard in the United States District Court for the Eastern District of Michigan.

IN WITNESS WHEREOF, the Union and the Associations have executed this Michigan Statewide Carpenters and Millwrights Joint Apprenticeship and Training Fund Agreement and Declaration of Trust on the date(s) set forth hereinafter.

**MICHIGAN REGIONAL COUNCIL OF  
CARPENTERS**

BY: Michael J. Parker Sr.

DATED: 8/21/14

**THE ASSOCIATED GENERAL  
CONTRACTORS OF MICHIGAN**

BY: Scott A. Gisher

DATED: 09/08/14

**ARCHITECTURAL CONTRACTORS  
TRADE ASSOCIATION OF MICHIGAN**

BY: Donna Pardonnet

DATED: 9-4-14

**MICHIGAN CONVEYOR MANUFACTURERS  
ASSOCIATION**

BY: Jeffery Est

DATED: 9-3-14

# EXHIBIT D

**MICHIGAN STATEWIDE CARPENTERS' AND MILLWRIGHTS JOINT****APPRENTICESHIP & TRAINING FUND****ROSTER OF TRUSTEES****EMPLOYER TRUSTEES**

Donna Pardonnet (ACT) (S) (810) 225-3327 <a href="mailto:dpardonnet@actmich.org">dpardonnet@actmich.org</a>	Architectural Contractors Trade Assn. 2524 Harte Drive	Brighton 48114
Josh Graves (AGC) (517) 908-8057 <a href="mailto:jgraves@agcmichigan.org">jgraves@agcmichigan.org</a>	AGC of Michigan 2323 N. Larch	Lansing 48906
Dave Hurst (MCMA) (313) 848-1775 Cell <a href="mailto:Dthurst1965@gmail.com">Dthurst1965@gmail.com</a>	7457 Ledgewood Drive	Fenton 48430
Jim Judd (ACTA) (313) 387-7000 <a href="mailto:jjudd@mcfloors.net">jjudd@mcfloors.net</a>	Master Craft Floors 15001 Fogg Street	Plymouth 48170
Colin McLean (AGC) (248) 807-0795 <a href="mailto:cmclean@clarkcc.com">cmclean@clarkcc.com</a>	Clark Construction Company 2660 Superior Ct.	Auburn Hills 48326
Harry M. Somerset, III (MCMA) (734) 941-6050 <a href="mailto:hsomerset@dukedukeservices.com">hsomerset@dukedukeservices.com</a>	Duke & Duke 25566 Pennsylvania Road	Taylor 48180
Bob Spence, III (AGC) (989) 752-0400 (989) 752-8769 Fax <a href="mailto:bobspence@spencebrothers.com">bobspence@spencebrothers.com</a>	Spence Brothers 203 S. Washington, Suite 360	Saginaw 48607
Bill Woolwine (AGC) (989) 686-1900 (989) 686-9970 Fax <a href="mailto:bwoolwine@serenusjohnson.com">bwoolwine@serenusjohnson.com</a>	Serenus Johnson & Son Construction 5178 Kasemeyer	Bay City 48706-3146

**ALTERNATE EMPLOYER TRUSTEES**

Todd Begerowski (MCMA) (734) 288-4485 (734) 231-4349 Cell <a href="mailto:toddb@dmwcc.com">toddb@dmwcc.com</a>	Dearborn Mid-West Conveyor Co. 20334 Superior Road	Taylor 48180
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**MICHIGAN STATEWIDE CARPENTERS' AND MILLWRIGHTS JOINT****APPRENTICESHIP & TRAINING FUND****ROSTER OF TRUSTEES (CONT.)****ALTERNATE EMPLOYER TRUSTEES (CONT.)**

Phil Ruffin (ACTA) (248) 332-0252 (248) 332-0526 Fax <a href="mailto:pruffin@pcp.nceusa.com">pruffin@pcp.nceusa.com</a>	Pontiac Ceiling & Partition 715 Auburn Road	Pontiac 48342
Paul Wrzesinski (AGC) (517) 908-8056 (517) 371-1131 Fax <a href="mailto:pwrzesinski@agcmichigan.org">pwrzesinski@agcmichigan.org</a>	AGC of Michigan 2323 N. Larch Street	Lansing 48906
<b><u>EMPLOYEE TRUSTEES</u></b>		
Michael Barnwell (MRCC) (C) (586) 756-3610 (586) 995-1083 Cell (586) 756-0376 Fax <a href="mailto:Mike.barnwell@millwrights1102.org">Mike.barnwell@millwrights1102.org</a>	23401 Mound Road	Warren 48091
Paul Jewell (MRCC) (586) 756-3610 (586) 756-6675 Fax <a href="mailto:paul.jewell@millwrights1102.org">paul.jewell@millwrights1102.org</a>	Millwrights Local 1102 23401 Mound Rd.	Warren 48091
Vince Dawe (MRCC) (616) 837-1200 <a href="mailto:Vince.Dawe@hammer9.com">Vince.Dawe@hammer9.com</a>	500 Reno Drive	Wayland, MI 49348
Brian Kerrigan (MRCC) (906) 228-2913 (906) 362-9002 Cell (906) 225-1787 Fax <a href="mailto:Brian.kerrigan@hammer9.com">Brian.kerrigan@hammer9.com</a>	370 US Highway 41 East Suite B	Negaunee 49866
Kevin Lucke (989) 980-5321 <a href="mailto:Kevin.lucke@hammer9.com">Kevin.lucke@hammer9.com</a>	Carpenters Local 706 3160 Commerce Centre Dr.	Saginaw, MI 48601
Tom Lutz (MRCC) (586) 756-2111 <a href="mailto:Tom.lutz@hammer9.com">Tom.lutz@hammer9.com</a>	23401 Mound	Warren 48091

**MICHIGAN STATEWIDE CARPENTERS' AND MILLWRIGHTS JOINT**

**APPRENTICESHIP & TRAINING FUND**

**ROSTER OF TRUSTEES (CONT.)**

**EMPLOYEE TRUSTEES (CONTINUED)**

Ronald Maracle (MRCC) (586) 759-0080 (734) 652-0621 (Cell) <u>Ron.maracle@hammer9.com</u>	23401 Mound Road	Warren 48091
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Dave Pehrson (MRCC) (313) 832-3887 (586) 756-6675 Fax <u>Dave.pehrson@hammer9.com</u>	23401 Mound Road	Warren 48091
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VACANCY (MRCC)

**ALTERNATE EMPLOYEE TRUSTEES**

Jason Reed (MRCC) <u>Jason.reed@hammer9.com</u>	2273 Griner Parkway	Interlochen, MI 49643
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# EXHIBIT E

**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:**

Michael Barnwell, President  
Michigan Regional Council of Carpenters and Millwrights  
11687 American Avenue  
Detroit, Michigan 48204  
mike.barnwell@hammer9.com  
586-995-1083

**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.	38-3292997
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](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](mailto: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](mailto: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	<b>Total students engaged</b> Number of students engaged in the Schools to Tools interactive trailer.	5,000
2	<b>Total counselors, administrators, and teachers served</b> Total number of counselors receiving and completing CTE professional development modules, including virtual SCHES and in person training.	500
2.a	<b>Total number of training events held</b>	27
3	<b>Total parents and community members engaged</b> The total number of parents engaged in Trade School Nights.	500
3.a	<b>Total number of parent/community engagement events</b>	100
4	<b>Number of students enrolling in a RAP or pre-apprenticeship program</b>	500
5	<b>Total number of new schools/programs offering Career Connections</b>	15
6	<b>Total number of media hits based on our mobilizations</b> 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](http://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](http://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](mailto: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 preempted 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 convenienc e 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

  
\_\_\_\_\_  
Deborah Lyzenga, Division Director  
Industry Engagement Division

2/13/23  
\_\_\_\_\_  
Date

GRANTEE

  
\_\_\_\_\_  
Michael Barnwell, President  
Michigan Regional Council of Carpenters and Millwrights

2/13/2023  
\_\_\_\_\_  
Date



## 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
<b>I. Administration / General</b>	\$ 125,000	\$ 350,299	\$ 360,879	\$ 367,651	<b>\$ 1,362,329</b>
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
<b>II. Mobile Outreach Unit</b>	\$ 1,250,000	\$ 413,425	\$ 467,272	\$ 469,511	<b>\$ 2,600,208</b>
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
<b>III. Counselor Training</b>	\$ 30,000	\$ 60,000	\$ 60,000	\$ 60,000	<b>\$ 210,000</b>
Program Development	\$ 30,000				\$ 30,000
Training Event Food, supplies		\$ 60,000	\$ 60,000	\$ 60,000	\$ 180,000
<b>IV. Teacher/Administrator Outreach</b>	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	<b>\$ 175,000</b>
Professional Development and Materials	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 175,000
<b>V. Parent/Community Engagement</b>		\$ 106,320	\$ 107,478	\$ 108,665	<b>\$ 322,463</b>



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
<b>VI. Career Connections Sub-grants</b>	\$ -	\$ 110,000	\$ 110,000	\$ 110,000	\$ 330,000
Grants to schools (10 per year)		\$ 110,000	\$ 110,000	\$ 110,000	\$ 330,000
<b>TOTAL BUDGET</b>	<b>\$ 1,430,000</b>	<b>\$ 1,090,044</b>	<b>\$ 1,155,629</b>	<b>\$ 1,165,827</b>	<b>\$ 5,000,000</b>

**Michigan Schools to Tools (MiSchools\_to\_Tools) Grant Program  
Quarterly Narrative Performance Report**

**Contact Information**

Grant Program	<b>MiSchools_to_Tools</b>
Grantor	<b>Michigan Department of Labor and Economic Opportunity</b>
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](mailto: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

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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.

# EXHIBIT F

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

GRANTEE/ADDRESS:

Eli Isaguirre  
Michigan Regional Council of Carpenters  
23401 Mound Road Suite 101  
Warren, MI 48091  
810-516-5260  
eli.isaguirre@hammer9.com

GRANT ADMINISTRATOR/ADDRESS:

Jim Wilson  
Michigan Department of Labor & Economic Opportunity  
2501 Woodlake Circle  
Okemos, MI 48864  
wilsonj4@michigan.gov

GRANT PERIOD:

October 1, 2023 to September 30, 2028

TOTAL AUTHORIZED BUDGET: \$8,000,000.00

Federal Contribution: \$  
State Contribution: \$ 8,000,000.00  
Local Contribution: \$  
Other Contributions: \$

SIGMA Vendor I.D.: CV0132497

SIGMA Payment Address Code: 003

ACCOUNTING DETAIL: Accounting Template No.: 186SKILLSTRADE

## GRANT

This is Grant # MRCCSKILLTRADE24 between the Department of Labor and Economic Opportunity (Grantor), and Michigan Regional Council of Carpenters (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

To support skilled trades training, recruit and support Michigan residents interested in skilled trades careers while helping filling the demand for skilled trades workers to support economic growth in Michigan.

### 1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

This grant will assist the Michigan Regional Council of Carpenters (MRCC) in their goals of further enhancing their training facilities, increase their outreach and recruitment of Michigan residents who are interested in the skilled trades industry by implementing new innovative programs.

MRCC plans to update two of their oldest training centers in Saginaw and Grayling as well as installing solar arrays across all five of their training centers which will power their facilities and be used for installation training. The grant will also help with additional infrastructure and technology upgrades across our training centers (including but not limited to) classroom iPads to access new digital curriculum materials, additional virtual welders and other general equipment supporting the apprenticeship meeting.

The MRCC Grant Application and Scope of Work is included as Attachment A..

### 1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Labor and Economic Opportunity (LEO) to approve requests for additional funds at any time.
- B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

### 1.3 Payment Schedule

The maximum amount of grant assistance offered is \$8,000,000.00. Progress payments up to the Total Authorized Budget may be made upon submission of a Grantee request indicating 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.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

## **1.4 Monitoring and Reporting Program Performance**

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grant Administrator quarterly performance reports that (at a minimum) briefly present the following information:
  - 1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period
  - 2. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
  - 3. An accounting of all funds expended by the recipient.
  - 4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
  - 5. The performance reports are due to the grant administrator no later than the 20th calendar day after the end of the calendar quarter. The final narrative report is due 15 days after the end of the grant period. In the event that the due date falls on a weekend or state government holiday, the report is due on the last business day prior to the due date.

## **PART II - GENERAL PROVISIONS**

### **2.1 Project Changes**

Grantee must obtain prior written approval for project changes from the Grant Administrator. See **Section 1.2, Detailed Budget.**

### **2.2 Delegation**

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, provide a statement ensuring that no conflicts of interest or ethical concerns exist (as described in Section 3.5 – Conflict and Ethics), and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

### **2.3 Project Income/Interest Income**

#### **A. Program Income**

Program income includes income from fees for services performed from the use of rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, and from payments of principle and interest on loans made with grant funds. Program income does not include rebates, credits, discounts, refunds, etc., or interest earned on any of these items.

Program income means gross income received, and directly generated by a grant-supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final closeout expenditure report.



All program income must be used prior to the submission of the final closeout report for the Fiscal Year (FY) for which program income was earned.

**B. Interest Income**

Interest income earned by grantee must be treated as, and included in, the calculation and reporting of program income.

Interest income earned by grantee is not considered program income and must be identified and reported separately.

Remittance of interest income earned in excess of \$500 must be remitted via check made payable to the "State of Michigan," along with a completed remittance submission form (Attachment A) to the following address:

State of Michigan  
Department of Labor and Economic Opportunity, Finance  
PO Box 30823  
Lansing, MI 48909

**2.4 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 Grant Administrator.

**2.5 Order of Spending**

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

**2.6 Purchase of Equipment**

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

**2.7 Accounting**

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, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

**2.8 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the

amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.9 Competitive Bidding**

The Grantee agrees that all procurement transactions 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 Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

## **3.0 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.

## **3.1 Safety**

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees 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.

## **3.2 General Indemnification**

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

## **3.3 Termination**

### **A. Termination for Cause**

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to

perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B. Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

#### **B. Termination for Convenience**

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

### **3.4 Clawback**

Notwithstanding anything to the contrary herein, the grant shall be subject to a recoupment or clawback allow the State at its discretion to recoup or otherwise collect any funds that are declined, unspent or otherwise misused.

### **3.5 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

### **3.6 Non-Discrimination**

Under the Elliott-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., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.7 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.8 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach

or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

### **3.9 Website Incorporation**

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

### **4.0 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.

### **4.1 Illegal Influence**

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

- A. 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.
- B. 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.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients 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.

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, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

### **4.2 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

#### **4.3 Compliance with Laws**

Grantee must comply with all federal, state and local laws, rules and regulations. This includes monitoring and reporting provisions outlined in Public Act 166 of 2022, Section 1096.

#### **4.4 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

#### **4.5 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.6 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

#### **4.7 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.8 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

**4.9 Severability**

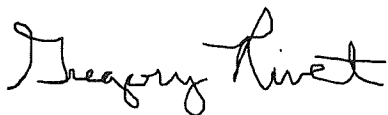
If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

**5.0 Waiver**

Failure to enforce any provision of this Grant will not constitute a waiver.

**5.1 Signatories**

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



\_\_\_\_\_  
Gregory Rivet  
Director of Administrative Services  
Department of Labor and Economic Opportunity  
State of Michigan

2024-02-28 11:52:01 UTC

\_\_\_\_\_  
Date



\_\_\_\_\_  
Tom Lutz  
Executive Secretary-Treasurer  
Michigan Regional Council of Carpenters

2024-02-28 10:54:56 UTC

\_\_\_\_\_  
Date

GRANT NO. MRCCSKILLTRADE24

### Special Grant Application Form

Official Grantee:   
Grantee Full Address:   
Grantee Primary Contact:   
Phone:  Email:   
Legislative Sponsor:  Appropriated Amount:

#### Questions for Legislative Sponsor

1. Is the legislative sponsor and/or any family members of the legislative sponsor associated with this organization? (Ex: board member, employee, financial donor, etc.) **No**

If so, please explain:

2. Does this grant comply with the provisions of Article IV, §10 of the Michigan Constitution and PA 318 of 1968, MCL 15.301 to 15.310? **Yes**

#### Questions for Official Grantee

1. Please describe the public purpose of the project, demonstrating it is consistent with language authorizing grant in PA 119 of 2023.

The public purpose of our project is to support skilled trades training, recruit and support Michigan residents interested in skilled trades careers, and ultimately to help fill the demand for skilled trades workers to support economic growth in Michigan.

2. Fill out the anticipated dollar amount for each respective category of the budget, using **the excel budget form provided**. Please note the general administrative expense cannot exceed 10% of the grant amount.

3. Anticipated time-frame for each cost identified in the budget (this will reflect the period of the grant).

Five Years.

4. I acknowledge that I will be required to submit progress reports and a final report including:

- i. A summary of the Grant Activities performed over the period determined by the department;
- ii. An accounting of Grantee's actual expenditure of all funds on the Project over the period determined by the department, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and
- iii. Any other information deemed relevant by Grantee to support the Grant Activities actually performed.

5. Identify authorized signer(s) for Grant Agreement.

Tom Lutz, Executive Secretary-Treasurer of the Michigan Regional Council of Carpenters and Millwrights

6. Please be advised any portion of the grant funds paid to grantee and not spent or not spent in accordance with the grant agreement must be returned to the department.

**NOTICE:**

This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the department nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.



## **MRCC Apprenticeship Development Grant**

### **Program Objective**

The Michigan Regional Council of Carpenters invested over 60 million dollars (private investment) over the past five years to build three new training facilities that increased our capacity to recruit and train the apprentices we need to meet the demand for skilled tradespersons across Michigan. That need is only expected to grow for at least the next decade. With this grant, we can further enhance our facilities, increase our outreach, and implement new innovative programs to recruit and retain more people into our essential trades.

We need to fill our Training Centers to capacity, enhance and upgrade our buildings, expand our programs, and create support systems for our apprentices to maximize retention and their chances for long-term success. This grant will help make these goals a reality on several levels, all of which are explored below.

### **Expectations, Goals and Timelines**

Our program objectives have been split into 3 major categories. Here we outline our goals and preliminary time-lines.

#### **1. State-wide Training Center Enhancements:**

##### **a. Updating our Two Oldest Training Centers**

- i. Since 2019, we opened three new Training Centers in Detroit, Wayland and Marquette, and continue to operate two much older facilities in Saginaw and Grayling. We plan to update the Saginaw and Grayling facilities in order to better serve the more rural population of our state. Work will include small expansions, new updated training equipment and technology and needed mechanical/structural upgrades to extend the useful life of these facilities.**

These enhancements will begin early in 2024 with completion targeted for the end of 2025.

##### **b. Training Center Upgrades and Enhancements**

- i. Solar installation projects—both rooftop and utility-scale field—have rapidly evolved to be one of our most in-demand sectors. Workforce requirements are forecast to grow by 1000 new trained workers in 2024, and double that number in 2025. We will install solar arrays across our five training centers that will power our facilities and be used for installation training. The addition of solar powered charging stations for electric vehicles will further allow us to lead by example while we train our apprentices to meet the needs of the future.**

These upgrades would commence in April 2024, and be completed by November 2026.

ii. General and Technology Upgrades

We will provide for additional infrastructure and technology upgrades across our training centers (including but not limited to classroom iPads to access new digital curriculum materials, additional virtual welders and other general equipment supporting the apprenticeship meeting.

Funds to be spent throughout the grant period.

c. Community Classrooms, Auxiliary Buildings, and Property Expansion

- i. Residents in and around Detroit face unique obstacles that often keep them from entering or remaining in our apprenticeship program. We plan to build a new building on property we already control (adjacent to our Detroit Training Center) that will allow us to better serve this population, preparing them to enter and thrive in the skilled trades. Once built, this new building would contain general storage areas, hand-on training spaces and classrooms to serve and expand our existing Adult Readiness and Youth Day Camp programs, allow us to improve the services we offer these pre-apprentices, and create additional space to serve future training needs generally. Planned services include, but are not necessarily limited to math tutoring, GED courses, financial literacy, and other supports to help first-generation tradespeople find sustainable success.

We also plan to acquire available land adjacent to our existing training centers in order to create permanent Hiring Combine courses (see below).

Architectural Design work would begin in February of 2024 and completion would be anticipated by August, 2026. Funds supporting services within the building would be used throughout the remainder of the grant performance period.

2. Promotion and Recruitment Programs:

a. Career Fair Expansion

- i. As of today, we have only one person dedicated to Career Fairs. Career Fairs are prevalent, varied and geographically diverse, covering urban and rural areas. With additional staff and marketing materials, we could more effectively leverage these opportunities, especially in rural areas, to our advantage and recruit many more apprentices.

These efforts would be on-going throughout grant performance period.

b. Hiring Combines

- i. In May 2023, we piloted an innovative hiring event, our Hiring Combine, that proved to be a resounding success for both employers and job-seekers. Instead of traditional career fair interviews, our Hiring Combine allows job-seekers to demonstrate their skills and work ethic on a skills course in front of hiring contractors. Participants suit up in appropriate personal-protective equipment to move material, scribe drywall, drive nails, assemble scaffolding, level a fixture, and demonstrate other relevant skills. Employers are able to interview and hire job-seekers on the spot. To illustrate with one success story, a 55-year-old woman who left the trades in 1992 and has had difficulty getting past traditional interviews participated in our Combine and earned multiple competing offers from contractors.

With the support of grand funding, we will fund materials and staffing and create permanent Combine areas to be able to regularly hold combines at each of our training centers to meet the construction industry's hiring demands.

c. General Promotions and Marketing

- i. To meet the increasing demand for skilled workforce from the significant public and private investments committed over the next decade alongside growing new markets like solar and mass timber, we will fund general marketing to maximize the reach and impact of our existing recruitment efforts (camps, adult readiness, hiring combines, and general apprenticeship recruitment).

Marketing expenditures are planned throughout the grant funding period.

d. Support Schools to Tools

- i. Since the grant-funded Schools to Tools launched in September 2023, demand has been overwhelming. Schools are responding to our Mobile Field Trip and SCECH training in a big way. We envision utilizing a portion of these grant funds to increase our capacity to deliver Schools to Tools programming to educators, students and parents across Michigan.

Support of Schools to Tools programming would occur throughout this grant period and especially during the final two years.

3. Pre-Apprenticeship Program Expansions

a. Sleep-Away Summer Camp

- i. With the loss of shop classes, too many kids graduate high school without ever knowing what it's like to build something with their own hands. We propose creating a carpenter and millwright summer camp that will serve kids age 10-16, giving them a one-of-a-kind summer camp experience where they can learn valuable skills and learn whether a skilled trades career is right for them.

We intend to purchase land in a rural area and build rustic bunks, a cafeteria building, a community center and more. The facility would serve kids ages 12-16 during week-long sessions. Alongside more traditional summer camp experiences, participants would attend daily classes teaching them a variety of age-appropriate skills in carpentry and millwright work.

The planning stages would begin in February of 2024. The camp build out would begin in spring of 2025 and the camp would open for operation the summer of 2027.

b. Build MI Future Day Camps

- i. For the last three years in Detroit and two years in Wayland and Negaunee, we have offered a six-week day camp program in partnership with Michigan Works. These local day camps offer kids aged 13-18 a paid opportunity to learn basic construction skills, explore trades-careers, and give back to their community by using those skills to complete small projects benefiting neighbors and community organizations. Our Day Camps have been wildly successful, yet are unable to grow and serve additional participants due to monetary constraints. We will use this grant to build upon our successes and triple the number of kids we can serve in this program by financially supporting additional instructors and participants, paying for needed materials, offering expanded transportation options (including the potential purchase of a small bus), and improving our marketing.

This program will run each summer until the end of the grant.

c. Adult Readiness Program

- i. The MRCC's Adult Readiness Program is currently operated in partnership with Michigan Works. Much like our Youth Day Camps, the Adult Readiness program provides adults with the opportunity to learn basic construction skills to help them apply to and succeed in our Apprenticeship Program. Participants complete hands on projects, complete their OSHA-30 safety certification, hone their math skills, and learn what it takes to be a successful apprentice.

Grant funds will be used to expand the number of Adult Readiness participants we can serve in Detroit, and allow us to expand our offerings across our training centers to serve residents in rural areas.

Programming would be supported beginning May of 2024 and throughout the grant period.

Special Grant Project Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a "." please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. **Six line items is the maximum allowed.**

1. Grantee:		2. Project Title			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Construction:	Training Center Facility Upgrades and Program Equipment Recruitment and Outreach.			\$	2,000,000.00
Marketing	Combines, Career Fairs, Expanding Schools to Tools Pre-Apprenticeship Training: Carpenter Summer Camp, Parent Campus Tours, Build MI Future Skills Camp Expansion, Adult Readiness Programming.			\$	2,750,000.00
Training Additional General Admin (10% Max)				\$	2,750,000.00
				\$	500,000.00
	<b>Total</b>	\$	\$	\$	8,000,000.00

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,  
 VEHICLE AND TRAVEL SERVICES  
 SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES  
 Effective October 1, 2023**

MICHIGAN SELECT CITIES\*

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
<b>Per Diem Total</b>	<b>\$92.50</b>	

OUT-OF-STATE SELECT CITIES\*

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
<b>Per Diem Total</b>	<b>\$101.50</b>	

Incidental Costs Per Day (with overnight stay) \$5.00

<b>Mileage Rates</b>	<b>Current</b>
Premium Rate	\$0.655 per mile
Standard Rate	\$0.440 per mile

\* See Select Cities Listing

\*\* Lodging available at State rate, or call Conlin Travel at 877-654-2179 or [www.conlintravelhub.com/som](http://www.conlintravelhub.com/som)

**SELECT CITY LIST**  
**SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES**  
**Effective October 1, 2023**

<b>Michigan Select Cities/Counties</b>		
	<b>CITIES</b>	<b>COUNTIES</b>
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
<b>Out of State Select Cities/Counties</b>		
<b>STATE</b>	<b>CITIES</b>	<b>COUNTIES</b>
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	