



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TALENT AND ECONOMIC DEVELOPMENT  
TALENT INVESTMENT AGENCY  
WANDA M. STOKES  
DIRECTOR

ROGER CURTIS  
DIRECTOR

**OFFICIAL**  
**Policy Issuance (PI): 18-13**

**Date:** April 13, 2018

**To:** Michigan Works! Agency (MWA) Directors

**From:** Stephanie Beckhorn, Director **SIGNED**  
Workforce Development Agency

**Subject:** Establishment of Joint Adjustment Committees (JACs) at Sites of Facility Closures and Mass Layoffs

**Programs Affected:** Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker (Rapid Response)

**References:** The WIOA of 2014, Title 1  
Training and Employment Guidance Letters 3-15 and 19-16  
Training and Employment Notice 9-12

**Rescissions:** None

**Background:** Michigan has facilitated 140 JACs since the late 1980s. The U.S. Department of Labor considers their formation in mass layoff and plant closing situations to be a best practice. The JACs have been part of the Rapid Response toolkit and have been offered as an option, when appropriate, statewide, in mass layoff or plant closing situations involving 50 or more full-time workers and where at least 60 days remain, following initial employer (and union, where applicable) contact.

**Policy:** The JACs are an authorized statewide activity and will be supported by both the Michigan Talent Investment Agency/ Workforce Development Agency (TIA/WDA) and the local MWAs within their service delivery areas whenever conditions favorable to JAC formation present themselves, and there is employer (and union, if applicable) support for their establishment.

Details concerning specific JAC duties, responsibilities, goals, member selection, tasks, etc., may be found in the JAC Member Handbook, which may be found online at the [TIA/WDA website](#).

The JACs are an option for serving affected workers, whether salaried, hourly, union, or non-union (including temporary staff) in mass layoff and plant closing situations involving 50 or more full-time workers; and, where at least 60 days remain before layoff activity substantially commences, if all parties (employer and union, if applicable) are agreeable to the establishment of one.

The JACs are composed of the employer-selected (and union, when applicable) JAC members (typically three each from hourly and salaried staff affected by a mass layoff or plant closing event) who will be trained by a TIA/WDA Dislocated Services Section representative. After the TIA/WDA Dislocated Services staff-facilitated training, the JACs select candidates to interview to serve as a "Neutral Chair" (a group facilitator not affiliated with either management or labor) and select the one of their choosing. (The TIA/WDA maintains a roster of Neutral Chair candidates for use in selecting potential interviewees.) While a competitive selection process is recommended and preferred, there may be situations where a JAC may ask for a Neutral Chair to be selected on their behalf, in the interest of saving time. In these situations, the TIA/WDA Dislocated Services Section staff member, in conjunction with the MWA, may survey the available candidates and select one, as the JAC's designee, to serve as Neutral Chair.

Neutral Chairs serve as JAC facilitators, secretaries, and record-keepers. They are responsible for drafting meeting agendas, minutes, creating, and maintaining mailing/emailing lists for internal communication and for both monthly progress reports and a final narrative report summarizing the JAC's activities.

Local MWAs should refer qualified, potential Neutral Chair candidates to the TIA/WDA Dislocated Services Section for inclusion in the State's list of contacts for future JACs. Developing and maintaining a robust list of potential candidates helps streamline future JAC formation.

The compensation rate for Neutral Chairs is \$450 per meeting day, plus any other days specified in the JAC Contract (see JAC Attachment A-1 to the JAC Contract). Compensation is paid for conducting the meeting itself and all activities related to it, such as planning agendas, drafting minutes, inter-meeting communications with both JAC members, the employer, any labor organization(s) that may be present, the MWA staff, and any participating non-government organizations. In addition, Neutral Chairs are authorized mileage at the "state rate" in effect at the time of the JAC's operation, as well as applicable meals. In the event of inclement weather or other unplanned circumstances preventing travel home after a meeting, reimbursement is justified for an overnight stay in lodging at the "state rate" in effect at the time. (State travel and expense rates will be specified in the JAC contract per an attached rate schedule.)

The local MWA will serve as fiduciaries for JAC activities and will contract with the Neutral Chair to process payment for work performed and expenses incurred. The contract included as JAC Attachment A-1 to this policy is a sample of the one executed between the TIA/WDA and the local MWA.

(MWAs may use their own, locally-approved contract, in their role as fiduciary for the JAC, to enter into an agreement with the selected Neutral Chair, if they so choose.)

The JACs are expected to utilize the TIA/WDA Dislocated Worker Survey (see PI 11-03) to establish a needs and interests baseline for all affected workers to be used in setting JAC goals and establishing the Committee's goals and agenda priorities, as well as for all other purposes envisioned by PI 11-03 for Dislocated Worker Survey data.

The JACs should maintain a roster of all affected workers to be used in tracking individual progress with the activities encompassed in the JAC-determined goals and activities chosen to best serve the affected workforce, as well as to help identify all departed workers and those who decline to be served. (See JAC Attachment B for a sample affected worker tracking spreadsheet.)

The JACs should designate one member as public relations contact for all external media or vendor inquiries, and that person should work in coordination with the employer to not violate company policies or standards relating to such contacts. The JAC should always be seen as a consensus-driven, ad-hoc group, speaking with a single voice and taking no position on collective bargaining or other issues not explicitly devolving from their mission statement and goals.

The JACs may implement a communications strategy designed to provide regular, relevant information flow to affected workers. This may take the form of lunch-room briefings, paper newsletters, social media groups, Committee blogs, websites, "infomercials," or "Public Service Announcements" displayed on employer video monitors or closed-circuit TV networks, text message "mass blasts," or by any other means that communicate the Committee's vision, mission, and the resources available through the Committee's partners.

The JACs operate on a consensus-driven, ad-hoc basis. Whenever a JAC's mission is accomplished, or any member asks for operations to cease, the JAC will dissolve. Neutral Chairs shall prepare and submit a narrative report summarizing the JAC's formation, mission, goals, and activities, as well as the results obtained, and submit electronic copies of the same not later than 45 days following the JAC's last meeting to both the local MWA and the TIA/WDA Dislocated Services Section representative.

**Action:**

The MWAs will collaborate with the TIA/WDA-designated Dislocated Services Section representative assigned to coordinate Rapid Response activity in their area to prospect for, establish, operate, and train JACs.

The MWAs shall serve as fiduciaries when JACs are formed and will contract with the JAC-selected Neutral Chair by whatever process they use for hiring contractors and will pay expenses billed under the contract in a timely manner. The MWA staff are encouraged and expected to attend JAC

meetings whenever possible and to assist the JACs with Dislocated Worker Survey distribution and collection, as well as with other JAC goals and strategies that fall within the purview of allowable activities under the WIOA.

The MWA staff, in conjunction with the TIA/WDA Dislocated Service Section representatives performing Rapid Response duties, will provide JACs and Neutral Chairs with training, technical assistance, and subject matter expert knowledge of programs and services. They will also liaison with other local service providers (such as United Way), and assist with any other allowable tasks that have the consensus support of all JAC members. In the event that local MWA staff cannot attend a regularly-scheduled JAC meeting, they should coordinate in advance with the TIA/WDA–designated Dislocated Services Section representative to ensure that they or their alternate can attend to provide the JAC with technical assistance during the meeting in question.

The MWAs may request technical assistance from their assigned TIA/WDA Dislocated Services Section contact at any time during the operation of a JAC. Staff training on JAC operations may also be arranged at any time that is mutually convenient by requesting the same from the TIA/WDA Dislocated Services Section.

**Inquiries:** Questions regarding this policy should be directed to your TIA/WDA Dislocated Services Section state coordinator.

The information contained in this policy will be made available in alternative formats (large type, audio tape, etc.) upon request to this office. Please contact Ms. Pam Vance at 517-373-6234 or via email at [VanceP1@michigan.gov](mailto:VanceP1@michigan.gov) for details.

**Expiration Date:** Continuing.

SB:LC:pv  
Attachments

**SAMPLE JAC CONTRACT**

GRANT NO. ACME INDUSTRIES JAC

GRANT BETWEEN  
THE STATE OF MICHIGAN  
MICHIGAN TALENT INVESTMENT AGENCY/ WORKFORCE DEVELOPMENT AGENCY  
AND  
LOCAL MICHIGAN WORKS!

GRANTEE/ADDRESS:

Mr. John Smith, Chair  
Local Michigan Works!  
Acme County Commissioner  
9999 Wood Lane  
Acme, MI 48881  
(555) 555-5555  
[jsmith@localmwa.com](mailto:jsmith@localmwa.com)

GRANTOR/ADMINISTRATOR/ADDRESS:

Stephanie Beckhorn, Director  
Workforce Development Agency  
Victor Office Center  
201 North Washington Square, 4<sup>th</sup> Floor  
Lansing, MI 48913

GRANT PERIOD:

From: July 1, 20XX to December 31, 20XX

TOTAL AUTHORIZED BUDGET: \$20,910 (see JAC Attachment A-1 - Budget Spreadsheet)

Federal Contribution: \$20,910 [Sample amount for demonstration purposes only]  
State Contribution: \$0  
Local Contribution: \$0  
Other Contributions: \$0

ACCOUNTING DETAIL:

Funding Source: Workforce Innovation & Opportunity Act (WIOA) Statewide  
Activities  
Appropriation Year: 20XX  
Dept/UNIT/LDPR: xxxxx/xxxxx/xxxxx  
Acctg Template: xxxxxxxxxxxxxx  
Fed I.D. No.: xxxxxx  
CFDA #: xxxxxx

## **GRANT**

This is Grant # ACME INDUSTRIES JAC between the Michigan Talent Investment Agency/ Workforce Development Agency (TIA/WDA) (Grantor) and Local Michigan Works! (Grantee), subject to the terms and conditions of this grant agreement (Agreement).

### **1.0 Statement of Purpose**

This grant is to fund the continuing activities of a Joint Adjustment Committee (JAC), in support of dislocated worker services subsequent to an announced layoff or planned closure at the plant, office, or facility where the JAC will operate. Such funding includes payment of the salary and expenses of the Neutral Chair, who is selected by the JAC and who serves as the facilitator and secretary to the JAC. The budget worksheet is the basis for authorized funding of each line item related to the JAC and Neutral Chair expenditures.

### **1.1 Statement of Work**

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

Receive and distribute funding as well as manage the reporting of expenditure data to the Grantor. As outlined, participate in specific duties and responsibilities associated with the operation of a JAC to represent the interests of the employees of Acme Industries at 9999 Wood Lane, Acme, MI 48881. This includes case management and customized dislocated worker services for an estimated XXX full-time employees.

### **1.2 Detailed Budget**

- A. This Agreement does not commit the TIA/WDA to approve requests for additional funds at any time.
- B. JAC Attachment A-1 is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget. Changes in the Budget will be allowed only upon prior review and written approval by the Grantor.
- C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates (JAC Attachment A-2), without prior written consent of the Grantor.

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 of actual expenditures. 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.

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. 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.

### 1.3 Payment Schedule

The maximum amount of grant assistance offered is \$20,910. The Grantee will process all cash requests through the Management of Awards to Recipients System (MARS), per the MARS User Manual. The Grantee must have on file applicable participant documentation to support each cash draw. 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.

Funding for local administration is limited to ten percent of the allocation awarded in this grant.

Public Act 279 of 1984 states that the State shall take all steps necessary to assure that payment for goods and 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. Monthly Reports. The Grantee shall submit to the Grantor **monthly** performance reports that 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 Grantor.
  - 3. Statement concerning any significant deviation from the previously agreed-upon Statement of Work.
- C. A Final Report is required. The Grantee will do the following:
  - 1. Submit one copy of the final report no later than 45 calendar days after the JAC's final meeting.
  - 2. The 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 and problems experienced while carrying out the project activities.
    - c. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.

- d. Financial expenditures of grant money and other contributions to the project, in-kind and direct funding.
  - e. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.
  - f. Coordinated efforts with other organizations to complete the project.
- D. The Grantee will track and report expenditures in accordance with the Workforce Innovation Opportunity Act (WIOA) regulations. All quarterly 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.

Fiscal expenditure reporting for this grant will be entered and submitted through the use of the on-line MARS.

All quarterly fiscal expenditure reports for this grant must be entered and submitted via MARS 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.

All other fiscal reporting requirements to be adhered to are in accordance with the MARS User Manual.

## PART II - GENERAL PROVISIONS

### **2.1 Project Changes**

The Grantee must obtain prior written approval for major project changes from the Grantor.

### **2.2 Record Retention**

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.

### **2.3 Project Income**

Program Income shall be used by the Grantee for allowable costs under this grant. 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 a grant funded with WIOA Title I funds, the applicable interest income must be included as Program Income for financial expenditures reporting purposes on the grant; per 2 Code of Federal Regulations (CFR) 200.307 and the WIOA Final Regulations.

## **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 Grantor.

## **2.5 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.

## **2.6 Purchase of Equipment**

The purchase of equipment not specifically listed in the Budget (JAC Attachment A-1), must have 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.

## **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 Audit**

The Grantee agrees that the State may, upon 24-hour notice, perform an audit and 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 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.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in the 2 CFR Part 200 (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then the Grantee is required to submit a Single Audit report to all agencies that provided Federal funds to the entity during the fiscal year being audited.

## **2.9 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state or federal 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.

### **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 Intellectual Property**

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

### **3.2 Safety**

The Grantee, all contractors, and subcontractors 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, contractors, and every subcontractor 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 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.

### **3.3 Indemnification**

#### **A. General Indemnification**

To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the state 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.

### 3.4 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 that 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 that 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 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 30 days advance written a 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 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 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.

### 3.5 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.

### 3.6 Non-Discrimination

As a condition to the award of financial assistance from the U.S. Department of Labor under Title I of the WIOA, the Grantee assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

Section 188 of the WIOA, which prohibits discrimination against all individuals in the U.S. on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I—financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, 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 also assures that it will comply with 29 Code of Federal Regulation Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I-financially assisted program or activity and to all agreements the Grantee makes to carry out the WIA Title I-financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

### **3.7 Unfair Labor Practices**

Pursuant to 1980 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.

### **3.8 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.

### 3.9 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.

### 4.0 Governing Law

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

### 4.1 Compliance with Laws

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

### 4.2 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 conveniens or otherwise. The Contractor agrees to appoint agents in the State of Michigan to receive service of process.

#### **4.3 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.

#### **4.4 Entire Agreement**

The Agreement, including any attachments, constitutes the entire agreement between the parties with respect to the grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

#### **4.5 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.

#### **4.6 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.

**4.7 Signatories (to be returned to TIA/WDA)**

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

\_\_\_\_\_  
Stephanie Beckhorn, Director  
Workforce Development Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Smith, Chair  
Local Michigan Works!

\_\_\_\_\_  
Date

GRANT NO.: ACME INDUSTRIES JAC

**4.7 Signatories (duplicate page for MWA records)**

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

\_\_\_\_\_  
Stephanie Beckhorn, Director  
Workforce Development Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Smith, Chair  
Local Michigan Works!

\_\_\_\_\_  
Date

GRANT NO.: ACME INDUSTRIES JAC

## Sample JAC Budget

<b>Organization Name:</b>		<b>Local Michigan Works!</b>	
<b>Project/Program:</b>		<b>ACME INDUSTRIES JAC</b>	
<b>Program Year:</b>		<b>PY 20XX Funding</b>	
<b>Cost Item</b>	<b>Administrative</b>	<b>Program</b>	<b>TOTAL</b>
Salaries/Wages (Staff)	1,800.00	18,000.00	19,800.00
Fringe Benefits (Staff) 25%			
<b>Subtotal: Wages &amp; Fringe Benefits</b>	<b>1,800.00</b>	<b>18,000.00</b>	<b>19,800.00</b>
Supplies			
Training Materials			
Travel (Staff) (Meals & Mileage)	96.00	959.00	1,055.00
Training & Conferences (Staff)			
Insurance			
*Communications (phone use)			
Printing/Duplication			
Postage/Mailing			
Advertising/Promotion			
*Facility Rental, Usage, Maintenance			
*Utilities			
Equipment Purchase, Rental, Repair			
Automated Data Processing			
Special Services			
Professional Services (resume writing, interviewing techniques & computer skills)			
Meetings/Conferences (Refreshments)			
Tuition/Fees (estimated)			
Employer Reimbursement			
Participant Compensation			
Participant Fringes FICA 7.65% & Work Comp 1% = 8.65%			
Participant Supportive Services			
Other (list)			
WorkKeys testing			
Other Travel reimbursement for laid-off JAC members who remain active with the Committee	5.00	50.00	55.00
<b>TOTAL</b>	<b>1,901.00</b>	<b>19,009.00</b>	<b>20,910.00</b>

10%	90% (check figures)
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\*These costs are not applicable for Employment Services, WIOA Client Services and Work First Client Services programs.

### Sample State Travel Rates

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,  
VEHICLE AND TRAVEL SERVICES (VTS)  
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES  
Effective January 1, 2018**

#### MICHIGAN SELECT CITIES \*

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

#### MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
<b>Per Diem</b>	<b>\$81.50</b>	
Lodging	\$45.50	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

#### OUT-OF-STATE SELECT CITIES \*

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

#### OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
<b>Per Diem</b>	<b>\$89.50</b>	
Lodging	\$45.50	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

**Incidental Costs (per overnight stay) \$5.00**

#### **Mileage Rates**

Premium Rate	\$0.545 per mile
Standard Rate	\$0.340 per mile

\*See Select High Cost City Listing

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

*\*The current year Schedule of Travel Rates will be included in JAC contracts at the time of their issuance.*

