



Northwestern
Michigan
College

Board of Trustees

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Northwestern Michigan College provides lifelong learning opportunities to our communities.

1701 East Front Street
Traverse City, MI 49686
(231) 995-1010
trustees@nmc.edu

Meeting Agenda

Monday, July 20, 2020

Virtual Zoom Webinar ID: 929 5389 8525

<https://nmc.zoom.us/j/92953898525>

Phone: 1 312 626 6799 or 1 646 558 8656

5:30 p.m. Regular Meeting

I. GENERAL BUSINESS

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Review of Agenda and Approval of Additions, Deletions, or Rearrangements

II. REPORTS (Most reports are also provided to the Board in their materials packet, which can be accessed on the nmc.edu Board of Trustees website.)

- E. Faculty Report—Students as Knowledge Makers: Examining Media Representations of the Opioid Crisis—*Dr. Melissa Sprenkle, English Department/Communications Area*
- F. COVID-19 Update—*President Nick Nissley*
- G. Enrollment Report—*Todd Neibauer, Vice President for Student Services and Technologies*
- H. Financial Report—*Vicki Cook, Vice President of Finance and Administration*
- I. Foundation Report—*Rebecca Teahen, Associate Vice President for Resource Development and Executive Director of Foundation*
- J. PRMC Report—*Diana Fairbanks, Executive Director of Public Relations, Marketing, and Communications*
- K. Presidential Performance and Compensation Committee—*Chris Bott, Committee Chair*
- L. Building and Site Committee—*Ross Childs, Committee Chair*
- M. Legislative Issues Report—*Nick Nissley, President*

III. PUBLIC INPUT

Requests for public input should be typed into the “Chat” function of the Zoom meeting prior to the Public Input time in the agenda. You will be called upon to speak, and please start by stating your name. The topic addressed should be related to business within the jurisdiction of the Board. Comments will be limited to (3) three minutes in length per speaker and the speaker will be muted by NMC technology staff at the end of that (3) three minutes. The Board will take public remarks into consideration, but will not comment at time of input.

IV. UPDATES

- N. President’s Update—*Nick Nissley, President*
- O. Board Chair Update—*Chris Bott, Chair*



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V. DISCUSSION ITEMS

VI. CONSENT ITEMS (Pursuant to Policy A-105.00 Consent Agenda Items)

These items will be adopted as a group without specific discussion. When approving the meeting agenda, any Board member may request that a consent agenda item be moved to the regular agenda for discussion or questions.

Recommend that the following items be approved:

- P. Minutes of the June 29, 2020, regular meeting

VII. ACTION ITEMS

Q. New Jobs Training Program Agreements (Pursuant to Policy A-106.00 Finance)

Recommend authorization for administration to amend the training agreement with Elmer's Crane and Dozer, Inc. under the New Jobs Training Program (NJTP).

R. Closed Session (Pursuant to Policy A-106.00 Other)

Recommend that the Board convene in closed session as permitted by Section 8(h) of the Open Meetings Act, MCL 15.268(h), to consider one privileged legal memo prepared by the college's outside counsel, Miller Canfield, PLC, which are materials exempt from discussion or disclosure under state or federal statute as written attorney-client communications in connection with Section 13(1)(g) of Michigan's Freedom of Information Act, MCL 15.243(1)(g) (*Requires two-thirds majority roll call vote of members elected or appointed and serving*)

S. Reconvene Regular Meeting (Pursuant to Policy A-106.00 Other)

Recommend the closed session adjourn and the open session of the regular meeting be reconvened. (*Roll Call Vote*)

VIII. REVIEW OF FOLLOW-UP REQUESTS

Confirm requests made by the Board that require administrative follow-up for information to be provided to the Board at a later date.

IX. ADJOURNMENT

Upcoming Board Meeting Dates:

All board meetings are open to the public.

August 24, 2020
September 28, 2020
October 26, 2020
November 23, 2020
December 21, 2020

Posted Friday, July 17, 2020, 12:00 p.m.

Rhetorical Criticism Essay Project: Fantasy Theme Analysis

Assignment description:

You may have heard someone say, “That’s not real, that’s just the way the media is portraying the situation,” or you may have wondered if some of the problems of society are caused by the media in some way. Teachers may have told you that the media cannot be blamed for everything, but while it makes sense that policies and behaviors of actual people have effects in society, the power of the media also seems undeniable. Rhetorical criticism offers tools to help us analyze media structures in a way that allows us to see the relationships between media and people more complexly. It’s not just that someone creates a media message that then is used to influence (maybe even control) people (though this top down manipulation does occur). Often the most powerful messages are collective expressions in which media build on a rhetorical vision already operating among a set of audiences. This rhetorical criticism unit will allow us to delve deeper in examining how the public’s views of a situation (such as the opioid crisis) are shaped by media in conversation with symbols used to describe specific instances or examples of that situation (such as overdose, overdose death, and addiction). Such symbols may be deployed by a given media outlet; however, they are only understandable to audiences who recognize them and have already used or accessed them.

For this project, we will apply the fantasy-theme form of rhetorical criticism to a set of news/magazine articles relating to recent cases of drug overdose by famous musicians in order to analyze the rhetoric shaping how the public understands the opioid epidemic. Your essay will open with an overview of the opioid crisis as it is currently understood and the role of celebrities (celebrity musicians in particular) in shaping public perceptions of the crisis. You will then apply fantasy-theme analysis in a case study of news articles discussing the recent overdose deaths of one older and one younger popular musician. Your essay will conclude with a discussion of the rhetorical vision you see operating in your case study sources.

Topic and issue:

Our shared topic for this project is *public perceptions of the opioid crisis* and the questions (issues) we are researching include: How are media portraying the current opioid/heroin crisis in comparison with how earlier drug crises in America were portrayed? To what extent and in what ways has the current crisis changed how the public views addicts? What symbols and ideas are specific to our rhetorical vision of the

opioid crisis and what symbols and ideas are shared with the rhetorical vision of the war on drugs in America?

Project components:

- Construct case study rationale including a description of how your case study will dramatize a comparison/contrast of the public's perceptions of our current national drug crisis with perceptions of earlier drug crises as seen in example of past "War on Drugs" rhetoric.
- Fantasy-theme coding for four news articles (2 articles for each of your 2 chosen celebrity cases)
- Workshop drafting
- Complete draft for peer review
- Final edited version of Rhetorical Criticism Essay for grading

Sketch of final essay structure:

This essay will be structured like a scholarly journal article, with discrete sections and headings (use bolded headings below as headings for your essay sections):

Introduction

This is where you will use your case study rationale. Introduce the context of the opioid crisis and the particular rhetorical elements of that crisis your project will focus on. Describe fantasy theme criticism and how it applies to analyzing the opioid crisis in general, and explain why stories about celebrity overdose deaths function as informative artifacts for this type of analysis.

Method of Criticism

Provide background information about your chosen celebrities and magazines your articles on that celebrity come from. Some secondary research may be necessary here as you look up magazine websites, read "about" pages for the magazines, look up authors, and find information about the life and career of your celebrity. You can reference the *Wikipedia* page for your celebrity for background information if the page seems credible (its tone and uses of sources may help you determine credibility). Explain how you conducted your analysis (including how you coded the news articles on each of your two chosen musicians for fantasy themes). In this section, you need to clarify which sources you are using as primary sources for analyzing the rhetorical vision of the opioid crisis, which sources you are using as secondary information about your celebrity or the opioid crisis, and which sources you are using as part of your methodology.

Findings

This is the heart of the essay where your own analysis and interpretations come into view. Explain what you discovered about how your musician celebrity is framed in the public's understanding and to what extent that celebrity is understood differently within the frame of "overdose death." Show your readers how meanings are communicated to the public through key characters/settings/actions in the articles you analyzed. What themes (if any) are added or change the way each celebrity is understood or known once their identities are connected to overdose death?

Contributions

Conclude your essay with a discussion of what your analysis adds to our understanding of the rhetorical processes that shape meanings of celebrity identity and drug overdoses. What rhetorical visions (shared group understandings) about drug overdoses, celebrity musicians, and/or the opioid crisis are revealed in your analysis? What can we see or learn from your project about how the opioid crisis is represented in the media currently?

Sources

All the sources for this assignment are provided as part of our shared readings on the opioid crisis and in the case studies articles provided from those listed and linked at the end of this assignment sheet. Source use in the final essay drafts will be documented in MLA 8th edition style.

Celebrity Case Sources

Linked and grouped below are two magazine/news articles and one Wikipedia article on each available celebrity case for this project. You must choose one older musician (either Whitney Houston, Tom Petty or Prince) **and** one younger musician (either Mac Miller, Lil Peep, or Juice Wrld) for your fantasy theme analysis. The *Wikipedia* article is for background information on your celebrities and the two news/magazine articles are for data collection of fantasy themes for analysis.

Mac Miller

[Wikipedia article](#)

[Rolling Stone article](#)

[Entertainment Tonight article](#)

Lil Peep

[Wikipedia article](#)

[New York Times article](#)

[Rolling Stone article \(March 2019\)](#)

Juice Wrld

[Wikipedia article](#)

[Chicago Tribune article](#)

[Rolling Stone article](#)

Whitney Houston

[Wikipedia article](#)

[Maclean's article](#)

[Rolling Stone article](#)

Tom Petty

[Wikipedia article](#)

[Rolling Stone article](#)

[Variety article](#)

Prince

[Wikipedia article](#)

[Rolling Stone article \(May 2016\)](#)

[New York Times article](#)

Qualities coding should demonstrate:

- Most details in the articles are clearly organized under the fantasy theme categories of settings, actions, or characters
- Data organization indicates the writer understands what counts as settings, actions, or characters within the articles analyzed
- Analysis prompts on coding assignment are developed prose/paragraph responses that show the writer's thinking through the implications of the data collected

Qualities essay should demonstrate:

- Effective application of fantasy-theme type of rhetorical criticism including accurate and precise use of vocabulary specific to fantasy-theme criticism (e.g., character, actions, settings, rhetorical vision)
- Demonstration of points made using examples and descriptions drawn from primary and secondary sources
- Presentation of ideas and conclusions the writer has drawn from their own analysis of primary sources
- Strong organization and editing

Other essay format details and requirements:

- Minimum of 8 pages of essay text
- Double-spaced, Times New Roman or Arial font (12 pt), one inch margins on all sides
- MLA (8th Edition) documentation style for all sources
- A title reflecting musicians studied and key finding of interpretation

Below is a sampling of student fantasy-theme analysis essays. The excerpts are taken from conclusion sections of final drafts.

A.

The main rhetorical vision of Lil Peep's life and untimely death due to overdose is his popularity and stardom, despite his addiction and opioid abuse. Peep was open, honest, and communicative about his struggles with depression and drug abuse, all the while growing more famous, selling out stadiums on tour, making it to the top of the Billboard 100 hits, and gaining more and more followers and fans while releasing new music. In his rhetorical vision, Lil Peep Hamilton 10 broke the stereotype of addicts, in which addicts are alienated and seen as rejects, ostracized because of their addiction and drug abuse. In Peep's case, he was famous and widely accepted, in some cases glorified, even though he was an addict. His social media attests to his popularity with over four million followers of his Instagram account on which most of his videos of him doing drugs were posted. Many of these videos had over ten million views.

The new and growing trend of social media highlights the specifics of his drama as it contains all of his confessional videos of him doing drugs, pictures with captions that express his struggle with depression and addiction, yet all of these videos, photos, and captions, seemingly cries for help, go unanswered. The new social media context allowed Peep to post and communicate his addiction and mental illness with millions, he was a participant in the opioid epidemic, yet his honesty and drug abuse seemed to be ignored by the millions that followed him on social media. This new development of social media may play a role in how the public perceives the epidemic in one of two ways: the first way being that if one is famous, then it is okay for them to abuse drugs as Lil Peep consistently abused them and he is not the only celebrity to do so, or the second way where if it does not affect the onlooker, then the onlooker will choose to ignore it.

It would seem that with social media, which allows for millions worldwide to communicate, Lil Peep's struggles should have been noticed and helped by at least one of his many followers. However, it is ironic how someone so famous and so open about his struggles was ignored in the time that he needed to be heard most.

B.

Due to his privacy and promotion of clean living, Prince was able to hide his addiction. This shows that when living in the public eye, the public only sees what the celebrity wants them to see. Because he was viewed so positively and loved so much he has now become a symbol for the opioid epidemic. The public can see how the opioid crisis can really take hold of anyone, especially those least expected. It has raised more awareness and has helped to create more of a movement to put an end to it.

C.

If Peep would have just posted and sang about his drug abuse and not actually discussed the problems associated with drug addiction and mental illnesses, then the media would have perceived him negatively in the epidemic as being a problem rather than a solution. It is revealed through this analysis that celebrity overdoses are definitely perceived more positively than overdoses of non-celebrities. Peep had done a lot of the same things non celebrities do when it comes to drug addiction and overdoses however, because the artist was viewed in the media as an advocate, the media was more forgiving towards his part in the current epidemic. Celebrities seem to receive a pass in the epidemic due to their status, their abilities to be advocates for ending the problem, and the ability for them to seem relatable with the general public. Currently in the media, the opioid epidemic is perceived as being a problem within the community because of how many celebrities it is beginning to affect. Peep, along with many other celebrities, have fallen victim to an opioid overdose however depending on how that celebrity lived their life, is how the media will perceive their death. After concluding the research of Peep's overdose, it is understood that perception in the media of celebrity overdoses plays a huge role in how the general public will understand and react to the current epidemic.

D.

The conclusions of this paper, that there exists a rhetorical narrative within the media surrounding the persisting drug crisis where victims are perceived as heroes, and drugs perceived as independent villains, suggest a great deal about the overall drug use conversation. Time and time again, victims are treated as unfortunate casualties in an ongoing war against a single evil: illicit drugs. This narrative does its intended job of promoting empathy, nostalgia and sadness within its audience, but it fails to demonstrate the actual complexity of the drug crisis. Like it or not, victims of the drug crisis made the conscious choice to use illicit substances, with full knowledge that what they were doing could hurt them. Instead of promoting nostalgia and a simple heroism vs. villainy agenda, America needs to be asking why individuals would be taking such a risk. What is going on in their lives that drives them so desperate for relief that they are willing to risk an untimely death? Addiction is a disease, and the media's tendency to treat it as an unfortunate happening or act of rebellion rather than such is a big reason why the crisis persists. In comparing the coverage of the deaths of artists from different generations (Houston vs. Miller) we see more mentions of mental illness in the younger generation's reporting (Miller), which suggests that, slowly but surely, progress is being made. But we still have a long way to go. Yes, we should celebrate the individual, but we must realize that they were not perfect. We must realize how the world failed them, and how that failure led to their death. We need to stop these tragedies from happening again.

E.

From the analysis of the deaths of musicians Mac Miller and Tom Petty due to opioid related overdoses, I believe we can determine that the opioid crisis is often classified as accidental in the music industry, but how the artist is remembered after an accidental overdose is different. In everyday society, often the drug user is blamed for their habits as well as the drug, fentanyl in most cases but after researching these two artists, in the music world it appears that it is either the supplier of the drugs being blamed or the injury that was cause for prescription that is blamed. Evidence that this is true is shown in the sources regarding Mac Miller because there is not much focus on the reasons for why Miller used drugs (depression, addiction), except for the Entertainment Tonight article, but they instead focus on the fact that the drugs he took were laced with fentanyl and those who provided him those drugs are to blame. Also, with Tom Petty they explain how he too accidentally overdosed on Fentanyl but no mention of how he got the banned substance was made even though it said he took pain meds for a fractured hip. The three sources regarding Tom Petty however focus on his music legacy he left behind and all he accomplished rather than focusing on the fact that he used drugs and died from an overdose, something that was stated multiple times in the sources regarding Mac Miller. This further solidifies the point I have made that in the music industry, the younger artists, Mac Miller, who have overdosed are not remembered as much for their as they are for the need to bring those who supplied them the drugs to justice. Older musicians however, like Petty, are remembered for their musical legacy and their hit music but the cause or supplier of their overdose is forgotten. I think in order for there to be change, those who are suppliers of Fentanyl ,and other drugs that are the cause of many overdoses, need to be the focus of these celebrity overdose cases in ALL situations, no matter the age or popularity of the musician.

F.

Through coding and rhetorical analysis there can be multiple connections drawn between opioid use in celebrities and the opioid epidemic in America. It is a fact that one of the reasons everyday Americans turn to opioids is in order to cope with their depression. This is also one of the reasons Mac Miller turned to using drugs such as opioids. Similarly, Houston turned to drugs because it gave her the feeling of comfort that she was desperately craving. They continue this self-medication because certain opioids have effects similar to antidepressants which gives them relief from their mental pain. Another similarity between celebrity opioid use and the American opioid epidemic is that even though drug addicts can admit they have a problem it does not mean they are any safer from overdosing. They say admitting you have a problem is the first step to recovery, but for Mac Miller, Whitney Houston and thousands of Americans that step didn't seem to help them at all. Even with rehab Houston was unable to separate herself from drug use. An addict can certainly step away from drugs with proper help, the challenging part for most drug addicts and Houston was staying away from drugs. Mac Miller and Whitney Houston were also very open about their drug addiction the same way most drug addicts are. Some do try to hide their addiction, but eventually they no longer have the energy to hide it any longer. This point in a drug addict's life is their cry for help. They know that they have a problem, but they cannot fix it alone. However, because of their drug use they tend to push away the people who can help them

because they are ashamed of themselves. Drugs grapple onto a person until they eventually squeeze the life out of them. Most drug addicts who cannot beat their addiction end up just like Mac Miller and Whitney Houston. They are found in their homes or somewhere they feel safe from the world's judgment, face down or slumped over with blood coming out of various orifices. It is a gruesome scene to come upon and one can only imagine an even more gruesome way to die. Celebrities are not protected from drug use and the detrimental effects it can have on a person. As soon as they become addicted to drugs they are no different than a blue collar worker who is an addict themselves. Drug addiction can affect anyone who gives it a chance, no matter who you are, what you do or what you've done.

Drugs will never be removed from society because people will always have a reason to use them. However, it is clear from the analysis that a step in the right direction would be to focus on mental health of individuals. In the case of Whitney Houston, Mac Miller and thousands of Americans they turn to drugs to cope with mental pain or issues and because of the addictive properties of many of these drugs they quickly become addicted. In all reality it is not entirely their fault. Some feel as though they have no one to turn to, so they turn to drugs. If there were more places that people felt safe to turn to in their time of need, maybe America would not be seeing as large of an epidemic as it is. If people understood that there are safer drugs to treat depression than they would certainly be less likely to turn to opioids with properties that are similar to those antidepressants. This is not necessarily a solution, but simply a step to decrease the deaths of people who didn't know any better.

G.

There are a few major differences in how Houston's drug abuse and Miller's drug abuse have been perceived after their accidental overdoses. Miller is the protagonist in his drug story who fell victim to depression and drug dealer's selling fake pills. He is not personally accountable for his overdose. Houston is the antagonist who is accountable for ruining her life and career by deciding to drink, smoke cigarettes, use cocaine, and prescription drugs. Houston spent a lot of time denying her drug use and famously stating that she made too much money to smoke crack. Perhaps she felt that she had to clarify that she didn't do crack because she was Black, the racial group that was often identified as crack users during the 90's. Miller was open about his drug use and stated he used drugs because it would free him from his depression. Miller's case shows that the current rhetorical vision surrounding the drug crisis is that it is more of a mental health crisis. People are using drugs (especially opiates, which he died from) in order to escape their negative mental state and end up getting addicted to them.

Drug dealers are taking advantage of opiate users and using the cheaper, stronger drug fentanyl to sell to users who think they are getting Percocet or Warren 11 something similar. It is these drugs dealers that currently need to be punished because the overdose deaths are their fault, and not the fault of the people who decided to take illegal drugs themselves. The rhetoric still blames the drug dealers for overdose death and dehumanizes them, perhaps in order to maintain the idea that it was not the fault of the drug user so the nation can change the stigma placed on addicts.

The fantasy-theme surrounding drug use always wants to blame someone, although that blame has switched from the drug user and been placed upon the drug dealer. It is important to stress that we are no longer framing the drug user as being a bad person or a failure because they are addicted to drugs, like we did with Houston. Now we are recognizing that these people have mental health issues that need to be addressed and offered help. We recognize that throwing people in jail and making them feel like failures will not reduce the number of drug users, instead we need to help current drug users recover. We must find a better way of stopping drug dealers selling fentanyl. More research needs to be conducted in order to determine how this can be accomplished, but it is only a temporary fix to throw someone in jail. I must also note that my two case studies are just two out of millions and it is difficult to draw a conclusion when so much data is being left out.

SELF-SCREENING

Employees will be required to perform daily self-screening prior to starting their shift at any college location. This screening will be performed by completing the questionnaire below.

In the past 24 hours, have you experienced*:

- Feverish feeling: ☐ Yes ☐ No
New or worsening cough: ☐ Yes ☐ No
Shortness of breath: ☐ Yes ☐ No
Sore throat: ☐ Yes ☐ No
Vomiting/Diarrhea: ☐ Yes ☐ No

Current temperature: _____

Have you had close contact in the last 14 days with an individual diagnosed with COVID-19? ☐ Yes ☐ No

Have you been directed or told by the local health dept. or your healthcare provider to self-isolate or self-quarantine? ☐ Yes ☐ No

If you have answered **No** to all of the questions listed above you may come to work.

However, if you have answered **Yes** to any of these questions or your temperature is 100.4°F or higher, please do not go into work and self-quarantine at home for 14 days.

Any employee who fails the screening process or refuses to screen themselves **must not report for their work shift**. Contact your supervisor for further direction.

**Other symptoms may include: headache, fatigue, congestion/runny nose, loss of taste/smell, and muscle/body aches.*

Please remember:

**Masks must be worn
in all communal
spaces**

**Maintain social
distancing
(6 feet)**

**Routinely
disinfect your
workspace**

**Avoid touching
your face**

**No eating in
public areas**

For questions regarding NMC's COVID-19 Exposure Control Plan or to report potentially unhealthy or unsafe working conditions, contact Human Resources at:

(231) 995-2612
hr@nmc.edu

For more information, please visit:
nmc.edu/keepsafe

HELP PREVENT THE SPREAD OF
ILLNESS TO KEEP OUR CAMPUS SAFE

COVID-19 EXPOSURE CONTROL AWARENESS



Northwestern
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NMC SAFETY SPECIFICS



Practice social distancing by staying at least 6 feet apart. Avoid in-person meetings.



Routinely disinfect your workspace including desk, phone, computer keyboard/mouse, printers/copiers, credit card machines and power tools.



Wipe down surfaces in all communal areas including labs and classrooms before and after use.



Face coverings must be worn in all communal areas. Employees are not required to wear them at their desk.



Gloves are not mandatory for most employees, but will be available throughout campus if you would like to wear them.



Refer to posted signs limiting the number of people in bathrooms at one time.



Refrain from using the elevators unless necessary.



Follow directional signs in doorways and stairwells.



No eating in public areas. Eating on campus will only be allowed in designated areas. Do not use refrigerators, microwaves, and coffee pots.



WHEN SHOULD I STAY AT HOME?

ME

I have been diagnosed with COVID-19.

I have developed one or more symptoms of COVID-19.

Stay home for 7 days after you were tested or developed symptoms.

After staying home for 7 days, have you been symptom-free for 3 days?

YES

NO

Stay home for 3 days after all symptoms have stopped.

CLOSE CONTACTS

I live with someone diagnosed with COVID-19.

I live with someone who has developed one or more symptoms of COVID-19.

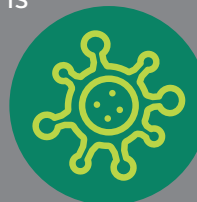
Stay home for 14 days after your last contact with the sick person. Monitor yourself for symptoms.

You may leave if you are symptom-free.

CONTACT TRACING

In an effort to keep the college community safe, confidential contact tracing will be performed by the Health Department when the college is informed that an employee, student, or college visitor has tested positive for COVID-19.

Notify Human Resources immediately if you develop symptoms, you suspect you have been exposed to or have contracted COVID-19, or if you test positive for COVID-19.



CLEAN YOUR HANDS OFTEN



Wash your hands with soap and warm water for 20 seconds including after using the restroom, before eating, after coughing or sneezing, immediately after removing gloves and after contact with others.

BE SURE TO WASH:

- Palm to palm
- In between your fingers
- The tips of your fingers
- Backs of your hands and fingers
- Your thumbs



(Use a tissue to turn off the tap if possible.)

If soap and warm water are not available and hands are not visibly dirty, **HAND SANITIZER THAT CONTAINS AT LEAST 60% ALCOHOL** may be used.



COVID-19 STRATEGIES AND ACTIONS UPDATES

- **Managing the first positive COVID case on campus** of an asymptomatic GLMA student with pre-established protocols in place for quarantine and coordination with the County Health Department. Anticipation of cadet being able to join GLMA cruise following the isolation period.
- **College operating in stage 2 of three-staged Reopening Plan**, along with departmental plans.
- Positive response to **Exposure Control Plan (ECP) and compulsory training for all NMC employees returning to campus** to ensure health safety protocols.
- **ECP brochure**, created with maintenance/custodial employees in mind with pocket design, **sent to all employees along with an NMC mask**. (Another brochure being developed for students.
- PRMC launches **“Keep Safe” section of the COVID-19 web hub** and comprehensive safety signage campaign as part of the communication plan for NMC’s Reopening Committee’s safety work.
- **ORPE made a survey available to employees to assess their comfort level in returning to campus** last month. 60% reported feeling comfortable, while only 7% report being very uncomfortable. Many potential employee concerns have already been addressed in the planning process to date.
- **80 Aviation students completing spring & summer flight ratings**, with managed safety protocols for instructors and students from building admittance to cockpit sanitation.
- Most students able to **complete requirements in Eng Tech (CADD), UAS, Welding and Automotive during extended summer options**. Others contacted for fall completion options.
- **Marine Tech has wrapped up in-person WSI 310 classes**, WSI 200 to take place in late Aug. upon refurbished R/VC Northwestern, and completion of mapping projects with the National Parks Service in early Aug.
- **PRMC launches communication plan** for NMC’s Reimagining Fall Learning Committee’s course delivery work.
- **610 students have received CARES Act, Emergency SEOG and/or Foundation aid with a total of \$974,619 disbursed** (the vast majority of that being CARES Act).
- **Implementation team developing hybrid plan** adopted for fall with online and minimal in-person teaching-learning.
- Preparing for **fall/winter launch of Futures for Frontliners** with Todd Neibauer identified to serve as NMC administrative point person for the Director of Futures for Frontliners at LEO and the college.

Organizational Goals – *Keep students and employees safe from COVID-19, with the least disruption possible to learning.*

Communications Goals – *Keep stakeholders informed of what’s happening, what NMC is doing, provide resources and reduce fear in a consistent and unified voice.*



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MEMO
Enrollment Services

To: Dr. Nick Nissley, President
 From: Todd Neibauer, VP for Student Services & Technologies
 Date: July 14, 2020
 Subject: Enrollment Services Update – Fall Semester 2020

Fall 2020

We continue to offer rolling, online orientation sessions for new students. Currently enrollment is down 16.7% over the same date last year and applications are down 13%. Registration of continuing students is down 3.6% compared to last year but has been steadily improving.

Statistics

(Resources: July 14, 2020 -Digital Dashboard – Same Date Comparison, FA2017-2020)

	2017	2018	2019	2020
New Students Registered	1,223	1,126	1,141	829
Prior Admits Registered	45	35	33	22
Retained from Spring	1,853	1,737	1,700	1,511
Re-Admitted Students	219	230	195	148
Average Contact Hours	11.16	11.14	11.15	11.35
Total Headcount	3,340	3,128	3,068	2,510
Total Contact Hours	37,284	34,847	34,195	28,478
Tuition	6,832,625	6,536,611	6,510,158	5,486,699

Fall 2020 Housing

Health precautions the College has put in place has reduced overall housing capacity for Fall 2020 from 370 to 238. North Hall now can accommodate 120 students with the reduction of 11 beds from double occupancy rooms. East Hall will only have one student per room which brings its capacity down to 118. We currently have 217 completed applications.



MEMO
Administrative Services

To: Dr. Nick Nissley, President

From: Vicki Cook, Vice President of Finance and Administration

Date: July 14, 2020

Subject: Summary Report for the General Fund as of June 30, 2020

The attached reports summarize the financial results for the General Fund as of June 30, 2020. *Although FY20 is now complete, the Business Office still has year-end adjustments related to accruals for salaries, benefits, accounts payable invoices and internal charges to complete. Therefore, we do expect the June 30, 2020 year-to-date numbers to change.*

Month End Results

The month end reports are interim and not a reflection of actual year-end results.

The timing of revenue and expenses fluctuates throughout the year and will affect year end results. A detailed projection of year end results is included.

The general fund ended the month with revenue over expenses in the amount of \$5,200,555. Revenue decreased by 4% when comparing June 2020 to June 2019 due to decreases in tuition and fees, Extended Education fees timing of GLMA federal funding and a reduction in training revenue. The shortfall should be covered through reduced expenses. Expenses decreased by 6% when comparing June 2020 to June 2019.

Revenue (letters refer to the attached General Fund summary)

- A. Tuition and Fees revenue: Tuition and fees represent an 11% decrease from those of June 2019. The decrease is due, in part, to the transition of Training Services to MMTC and decreased enrollment. For Summer 2020, the budget was set at 5,823 billing hours for budgeted revenue of \$1,140,215. Actual billing hours are at 5,813 hours for a total tuition revenue of \$1,122,905. Summer 2020 revenue is under budget by \$17,310.
- B. Property Taxes: Tax revenue is recorded as payments are received. The overall increase for the fiscal year is expected to be 3.6% over the previous fiscal year.
- C. State Sources include budget appropriations, personal property tax payments and MPSERS retirement payments. State appropriations payments began in October.
- D. Federal Sources, which consist primarily of the MARAD grants and MARAD fuel payment. These funds are to be used directly for the Maritime program.
- E. Actual year-to-date investment income recorded for fiscal year 2020 reflects interest income only.
- F. Both Private Sources and Other Sources are timing and event dependent.

Expenses

- G. Salaries and benefits are under budget due, in part, to Training Services transition to MMTC and reductions in supplemental staff due to Covid-19.
- H. Expenses are equal to or under budget at this time with the exception of internal expenses, which increased due to summer events and Capital Outlay.
- I. Capital Outlay reflects expenditures budgeted through the allocation of COAT dollars, BBQ funds, Foundation support for Marine Center, Maritime and Culinary Capital fund. Capital purchases are over budget due to a private contribution for Water Studies equipment.

Northwestern Michigan College

Unaudited



Summary Report for General Fund Accounts

Month end reports are interim and not a reflection of year end results.

Fiscal Year 2020, Period 12

Funds	Accounts	2019-2020 Adjusted Budget	YTD Activity	% of Annual Budget	
TOTAL GENERAL FUND	Revenues				
50	Tuition and Fees	23,578,426	21,236,985	90.07%	A
	Property Taxes	11,150,536	11,163,320	100.11%	B
	Other Local	0	0	*	
	Local Sources	34,728,962	32,400,305	93.29%	
	State Sources	9,895,989	10,474,189	105.84%	C
	Federal Sources	734,339	1,321,495	179.96%	D
	Private Sources	549,000	585,167	106.59%	F
	Investment Income	274,000	463,138	169.03%	E
	Other Sources	441,250	419,659	95.11%	F
	Total Revenues	46,623,540	45,663,953	97.94%	
60	Labor				
	Salaries & Wages	22,293,246	21,396,682	95.98%	G
	Benefits	9,444,229	9,198,286	97.40%	G
	Total Labor	31,737,475	30,594,968	96.40%	
70	Expenses				
	Purchased Services	2,655,276	1,986,740	74.82%	H
	Supplies & Materials	3,224,916	2,362,791	73.27%	H
	Internal Services	89,920	92,448	102.81%	H
	Other Expenses	1,766,851	1,390,683	78.71%	H
	Institutional Expenses	1,801,213	1,460,939	81.11%	H
	Maintenance & Renovation	1,740,392	1,377,567	79.15%	H
	Prof Develop, Travel & Events	653,622	555,061	84.92%	H
	Capital Outlay	270,000	344,263	127.50%	G
	Total Expenses	12,202,190	9,570,492	78.43%	
	Total Expenditures	43,939,665	40,165,460	91.41%	
80	Transfers				
	Transfers	2,683,875	297,938	11.10%	
	Total Transfers	2,683,875	297,938	11.10%	
	Total Expenditures and Transfers	46,623,540	40,463,398	86.79%	
	Net Revenues over (under) Expenditures	0	5,200,555		



Northwestern Michigan College
Comparison - Fiscal Year to Date
General Fund
June 2020 vs. June 2019

INTERIM

This statement does not
reflect year-end results.

	YTD 6/30/2020	YTD 6/30/2019	\$ Diff	% Diff	Comments
Revenue					
Local Sources:					
Tuition & Fees	\$ 21,236,985	\$ 23,751,452	\$ (2,514,467)	-11%	Decrease is due primarily to loss of Training Services revenue in FY20 with transition to MMTC (PY thru June was \$425k), lower than planned Fall and Spring enrollments (\$219k and \$119k less than FY19, respectively) and associated fees, and the following COVID-19 impacts: lower EES revenue, aviation workshop revenue, GLMA cruise revenue, and flight fee revenue
Property Taxes	11,163,320	10,699,849	463,471	4%	Timing of receipt of property taxes
Total Local Sources	32,400,305	34,451,301	(2,050,996)	-6%	
State Sources	10,318,175	9,700,001	618,174	6%	Reflects the College's 2% increase in general appropriations. Also, in FY20, MPSERS cost offset receipts (under sections 147a and 147e) are being recognized in the general fund during the year (whereas in FY19, these were moved to general fund at year-end only).
State PPT Reimbursement	156,014	165,956	(9,942)	-6%	The State funding formula resulted in slightly lower PPT reimbursement for FY20 (as expected)
Federal Sources	1,321,495	1,897,928	(576,433)	-30%	FY20 GLMA MARAD reimbursements higher in FY19 than in FY20
Private Sources	585,167	395,886	189,281	48%	Primarily due to funding provided in FY20 for Experiential Learning and the Marine Center (new to FY20)
Investment Income	463,138	264,665	198,473	75%	Actual interest recognized in FY20 vs estimate in FY19
Other Sources	419,659	514,959	(95,300)	-19%	Primarily due to loss of administrative fees from NJTP (due to transition of Training Services to MMTC) partially offset by office rental income received in FY20 from MMTC along with small decreases in multiple other areas
Total Revenue	45,663,953	47,390,696	(1,726,743)	-4%	
Expenses					
Salaries and Wages	21,396,682	21,716,571	(319,889)	-1%	Consistent with prior year
Benefits	9,198,286	9,527,247	(328,961)	-3%	Consistent with prior year
Purchased Services	1,986,740	2,400,188	(413,448)	-17%	Primarily due to timing of food services for GLMA cruises due to COVID-created delays, savings in purchased service fees due to the transition of Training Services to MMTC, savings from NMC/IAF transition fees incurred in FY19, and miscellaneous savings in purchases services (primarily impacted by COVID)
Supplies & Materials	2,362,791	3,152,092	(789,301)	-25%	Decrease is driven by timing of fuel purchases for GLMA and Aviation, lower expenses for international trips that have been cancelled or delayed for FY20 due to COVID, and lower classroom supplies/general supplies (primarily impacted by COVID)
Internal Services	92,448	81,478	10,970	13%	Primarily driven by internal services provided by auxiliary services in FY20 including a water studies/surgical tech event and North Hall accommodations for aviation students (early FY20)
Other Expenses	1,390,683	1,531,888	(141,205)	-9%	Primarily due to lower non-professional development travel expenses and non-professional development expenses (primarily impacted by COVID), lower advertising and publicity expenses, and lower financial charges in FY20, along with small savings in multiple other areas
Institutional Expenses	1,460,939	1,624,728	(163,789)	-10%	Primarily due to lower snow removal fees in FY20 and timing of invoices/payments in FY20 (timing of receipt of invoices slightly impacted by COVID closures and some potential savings from COVID closures on electric likely)
Maintenance & Renovation	1,377,567	1,331,206	46,361	3%	Consistent with prior year
Professional Development	555,061	684,397	(129,336)	-19%	Primarily due to reduction of professional development expenses due to cancellation of work-related travel during COVID closures and timing of membership renewals and classification of Maritime consortium fees as purchased services in FY20 (recorded as membership fees in FY19)
Capital Outlay	344,263	657,647	(313,384)	3680%	Timing of COAT purchases and prior year includes the GLMA harbor project
Total Expenses	40,165,460	42,707,442	(2,541,982)	-6%	
Transfers	297,938	441,603	(143,665)	-33%	Aviation flight hours transfer (less flying time in spring 2020 due to COVID)
Total Expenses & Transfers	40,463,398	43,149,045	(2,685,647)	-6%	
Net Revenue Over (Under) Expenses	\$ 5,200,555	\$ 4,241,651	\$ 958,904	23%	



Northwestern Michigan College
Comparison - Month Over Month
General Fund
June 2020 vs. May 2020

INTERIM
This statement does not
reflect year-end results.

Revenue

Local Sources:

Tuition & Fees	YTD 6/30/2020	YTD 5/31/2020	June 20 Activity	May 20 Activity	Comments
Property Taxes	\$ 21,236,985	\$ 20,779,931	\$ 457,054	\$ 278,107	Primarily impacted by higher tuition allocation in June (summer allocations based on days classes occur in each month), refunds given in May for international trip cancellations, and increased flight fees in June as in-person flight training is able to resume
Total Local Sources	11,163,320	11,155,372	7,948	352,237	Timing of tax collections received
State Sources	32,400,305	31,935,303	465,002	630,344	
State PPT Reimbursement	10,318,175	9,185,763	1,132,412	1,156,070	Consistent with prior month
Federal Sources	156,014	77,951	78,063	-	Consistent with prior month
Private Sources	1,321,495	1,488,162	(166,667)	-	Reclassification of CARES Act funds received for the Maritime program out of the general fund
Investment Income	585,167	585,167	-	-	Consistent with prior month
Other Sources	463,138	392,517	70,621	29,040	Higher interest and dividend activity from investments in June as economy slowly recovers
	419,659	399,147	20,512	13,596	Consistent with prior month; partially impacted by tuition write off reversals as part of regular processes
Total Revenue	45,663,953	44,064,010	1,599,943	1,829,050	

Expenses

Salaries and Wages	YTD 6/30/2020	YTD 5/31/2020	June 20 Activity	May 20 Activity	Comments
Benefits	21,396,682	19,187,767	2,208,915	1,560,255	Accrual of FY20 pay at the end of June as part of year end processes
Purchased Services	9,198,285	8,218,829	979,457	668,954	Accrual of FY20 pay at the end of June as part of year end processes
Supplies & Materials	1,986,740	1,769,041	217,699	138,136	Higher advertising/publicity expenses in June and purchased services including joint appointment of nursing staff with Munson and IT security testing
Internal Services	2,362,791	2,279,168	83,623	87,414	Consistent with prior month
Other Expenses	92,448	87,338	5,110	4,077	Consistent with prior month
Institutional Expenses	1,390,683	1,283,829	106,854	75,365	Primarily driven by TCAPS summer tax collection payment
Maintenance & Renovation	1,460,939	1,359,769	101,170	109,629	Consistent with prior month
Professional Development	1,377,567	1,261,668	115,899	77,563	Primarily due to higher software maintenance fees in June caused by late receipt of spring-related invoices from two vendors (most likely received late due to COVID)
Capital Outlay	555,061	526,364	28,697	202	Primarily driven by employee catch up of purchasing allocations from the COVID closures and receipt of final FY20 travel reimbursements for year end processes
Total Expenses	344,263	334,585	9,678	2,565	\$379 Zatkoff, \$412 McMaster-Carr, \$2,273 MSC Industrial Supply, and \$6,614 Machine Ethics (all related to Engineering Tech machinery/equipment)
Transfers	40,165,460	36,308,358	3,857,102	2,724,160	
	297,938	283,062	14,876	-	Consistent with prior month
Total Expenses & Transfers	40,463,398	36,591,420	3,871,978	2,724,160	
Net Revenue Over (Under) Expenses	\$ 5,200,555	\$ 7,472,590	\$ (2,272,035)	\$ (895,110)	



MEMO
Administrative Services

To: Vicki Cook, VP Finance and Administration

From: Troy Kierczynski, Controller

Date: July 13, 2020

Subject: Realized and Unrealized Investment Gains & Losses for the Quarter Ended June 30, 2020

Northwestern Michigan College ("the College") manages its investments in effort to maximize returns while carefully assessing portfolio security, interest rate risk, and cash flow needs. The College's investment options are limited to those allowable under Michigan's *Community College Act of 1966*, as amended, including but not limited to bonds, treasury bills, treasury notes, certificates of deposit, savings accounts, commercial paper, and mutual funds, trusts, or investment pools composed entirely of instruments that are eligible collateral.

The College invests primarily in bonds, commercial paper, and certificates of deposit. It has a long-term strategy, typically holding investments to maturity rather than seeking short-term gains at the expense of future returns. Market conditions ultimately drive the College's investment holdings, income and overall performance.

The College reports investments on its statement of net position at fair value. Dividends, interest, and gains (realized and unrealized) are reflected in aggregate as **net investment income** in the College's statement of revenue, expenses, and changes in net position. The College recognized the following investment income (general fund only):

Investment Income - General Fund Only

For the periods ending:

	June 30, 2018	June 30, 2019	June 30, 2020
Realized gains (losses)	\$ -	\$ -	\$ 3,600
Unrealized gains (losses)	(254,951)	406,758	43,746
Dividends and interest	271,880	384,491	415,792
Investment income, net	16,929	791,249	463,138

The College had no realized gains (no bonds called or sold) in fiscal years 2018 and 2019. The realized gain in FY20 is the result of an issuer calling a step-rate bond in September 2019. The unrealized loss in FY18 reflects a period of rising market interest rates. The unrealized gains in FY19 and FY20 reflect periods of declining interest rates based on rate cuts by the Federal Reserve.

In March 2020, the Fed enacted emergency cuts, slashing the federal funds rate 150 basis points (to zero) in response to the Coronavirus pandemic. The Fed does not anticipate any rate increases in calendar years 2020 or 2021, therefore we expect investment income to decline from lower returns in future fiscal years.

Northwestern Michigan College
Investments Held
June 30, 2020

Financial Institution	CUSIP	Security Issuer	Abbr.	Security Type	Maturity	Coupon or Interest Rate	Cost
Chemical Bank	n/a	Chemical Bank	n/a	Certificate of Deposit	5/3/2020	0.150%	\$ 257,010
Huntington Bank	n/a	Huntington Bank	n/a	Certificate of Deposit	4/1/2021	0.100%	\$ 250,000
Fifth Third	60934N104	Federated Investors	GOXX	Money Market Fund	n/a	n/a	\$ 6,628,247
Fifth Third	3133ELE83	Federal Farm Credit Banks Bond	n/a	U.S. Agency Bond - Semi-Annual	12/3/2024	0.730%	\$ 5,000,000
Fifth Third	3134GUM8	Federal Home Loan Mortgage Corporation	FHLM	U.S. Agency Bond - Semi-Annual	1/29/2025	1.750%	\$ 3,000,000
Fifth Third	3133ELE32	Federal Farm Credit Banks Bond	FHLB	U.S. Agency Bond - Semi-Annual	6/2/2025	0.800%	\$ 5,000,000
Total Investments Held							\$ 20,135,256

Note: This bond will likely be called by issuer on 7/29/20



MEMO: Resource Development

To: The Board of Trustees
President Nick Nissley, Ed.D.

From: Rebecca Teahen, Assoc. Vice President, Resource Development
Executive Director, NMC Foundation

Date: July 13, 2020

Subj: Foundation Update

Fund Raising – a “check” on FY20 goals

- FY20 overall dollars raised as follows:

\$ 2,293,637	Total received (including Annual Fund, pledges, and <i>documented planned gift intentions</i>) raised toward goal
+ \$ 356,716	Gross event revenue vs goal of \$200,000
\$2,650,353	Total of gifts + events (incl. documented planned gift intentions)

Foundation Initiatives

- As donors continue to support NMC and our students during these challenging times, I am pleased to report that FY20 was the second highest ever total dollar amount raised for the Fund for NMC and NMC Scholarship Fund since we began tracking this annual giving performance.
- The NMC Scholarship Open is on! This year’s event is being presented in memory of Jim Beckett and will be held August 6 at the Grand Traverse Resort and Spa. The event is being redesigned with appropriate safety measures including a change to tee-times instead of a shotgun start, and the reception after the event has been cancelled. Scholarship support is more critical now than ever, please register online to golf or sponsor at nmc.edu/golf!
- Staff will provide an in – depth report on the foundation’s FY20 activity during our August Foundation Board meeting.
- The Foundation Board approved the FY21 budget during our June meeting.

Meetings and Events for your calendars:

- The NMC Scholarship Open is August 6th! Visit nmc.edu/golf to register!
- The Foundation Finance & Audit Committee will meet via Zoom at 7:30am on Wednesday, August 19.
- The Foundation Board will meet via Zoom at 7:30am on Wednesday, August 26.



MEMO

*Public Relations, Marketing,
and Communications*

To: Nick Nissley, President

From: Diana Fairbanks, Executive Director of PR, Marketing and Communications

Date: 7-15-20

Subject: June Monthly Report

NMC received significant positive media coverage in the month of June from the Board of Trustees vote to approve a balanced budget with no tuition increase, the announcement of fall learning plans, the COVID-19 safety plans and new tugboat. With fewer activities on campus and the end of the busy spring semester, social media and owned media began to slow as expected for this time of year. Paid media continues to perform very strongly year over year with our COVID-19 strategy shift, but there was a month over month decline as the advertising landscape saw increased competition for placement and a corresponding increase in related costs. The following is an overview of the work of Public Relations, Marketing and Communication for June 2020.

COVID-19 Communications

PRMC continues its COVID-19 phase 2 communication work in collaboration with the reimagining and reopening committees, human resources, facilities and enrollment management and student services. Main areas of focus in June include communicating the reopening safety plans with the launch of the [“keep safe”](#) web section of the COVID-19 web hub and supporting comprehensive signage campaign, communicating the fall learning plans as well as the college’s commitment to a balanced budget with no tuition increase. Please visit nmc.edu/coronavirus for more information.

Paid Media

- Google search, display, remarketing
- Paid Facebook
- Paid Instagram
- Ticker
- Spotify

NMC continues to see positive outcomes from the increase in marketing spend as part of the College’s deliberate pivot in paid media strategy in response to the pandemic to meet our learners new needs in the current environment. This approach, in coordination with other College wide efforts, resulted in a YOY increase in summer enrollment. Compared to May, the June paid media landscape began to see increased advertising activity and placement

competition from other businesses which limited inventory and increased costs, as expected, as the state continues its reopening. This resulted in a MOM decrease in MOM performance. YOY is still very strong and shows significant increases.

Outcomes:

- Display

	June '20	MOM	May '20	YOY	June '19
clicks	48,730	45% ↓	88,450	737% ↑	5,821
imprs.	4,712,323	41% ↓	7,966,667	425% ↑	897,621

- Ticker banner ads (8total)
 - 289 clicks to new landing page
- Paid social
 - Three FB/IG campaigns (6/1-6/30, 6/8-6/30)
 - 5,856 clicks to landing page
 - One snapchat campaign (6/1-6/30)
 - 1.2 million impressions
 - 10,087 swipe ups for more info
- Web traffic (6/1-6/30)
 - Updated [traditional learner landing page](#) for paid campaigns
 - 543,081 visits
 - 72% of all site traffic
 - It's driven:
 - 699 visits to the Admissions Schedule a Visit page
 - 518 to the NMC homepage
 - 368 to the How To Apply for Financial Aid page
 - 461 to the Ellucian Recruit Page
 - 136 to the main Financial Aid page.

Earned Media

Monthly recap of media coverage and sentiment

NMC was featured in 127 media mentions with an estimated publicity value of \$37,200 based on the Cision media monitoring system.

Media coverage stories that resulted in the most attention include:

- [Editorial: Tugboat deal a big assist to NMC cadets](#) Record-Eagle, June 10
- [Here's NMC's Plan For The Fall](#) The Ticker, June 13
- [NMC Announces Plans for Fall Semester](#) 9&10 News, June 15
- [No tuition raise for Northwestern Michigan College students for 2020-2021](#) UpNorthLive, June 30

[The Ticker, June 30](#)
[9&10 News, June 29](#)
[Record-Eagle, July 1](#)

Media sentiment ranking for June (based on a Cision algorithm that ranks pre-assigned tone of keywords) shows 97.7% positive or neutral coverage. This is an increase MOM (May, 96.4%) and YOY (2019, 96.8%). The few results categorized as negative were about the flood in Midland and the Dennon's Director's assistance. They were not negative about NMC.

Owned Media

Monthly published owned media

During June, PRMC published one NMC Now e-newsletters to 830 supporters and community members. The average open rate was 40.4%, a slight decrease MOM (46.1%), below the list average (51.9%) and well above the industry average of 17%.

This [feature article](#) highlighting the new GLMA tugboat was the most popular link clicked receiving a near record number of clicks.

Other popular links include:




- [Museum Matters: Training for disaster](#) Record-Eagle, June 5
- [Historical triage: Museum curators race against time to preserve museum](#) Record-Eagle, May 31
- [Great Lakes Maritime Academy adds new vessel to fleet for cadets to learn](#) UpNorthLive, May 29










Planning is now underway for the next Nexus magazine. We are working on a delayed publication date of August 2020 in response to the COVID-19 pandemic. Content will include NMC's response to the health crisis and the new West Hall Innovation Center.

Shared Media

Monthly progress report on NMC's Main social media channels

June saw mostly positive growth across NMC's social media platforms. There was an expected decrease in some MOM metrics related to a decrease in campus activity, events and related posts this time of year. We continue to see organic growth and also the increase in paid advertising on social gave a boost to overall performance. Highest performing posts include Cafe Lobdell's reopening, West Hall Innovation Center update, new safety plans announced and new GLMA tugboat.







Platform	Followers	Impressions	Engagement	Gender	Age	Region
Facebook	11,705 up 5.8%	1,086%** increase	3,767%* increase	Fans 67% F 32% M	#1 25-34 (26.6%)	GT Region & Grand Rapids
	YOY  Up 0.2%	YOY  Up 10.6%	YOY  Down 50.8%	Reach 57%F	#2 35-44 (19.8%)	

	MOM 	MOM 	MOM 	42%M	#3 45-54 (19.6%)	
Instagram	2,359 up 31.71% YOY)  Up 0.6% MOM 	60.6%** Increase YOY  Down 73.2% MOM 	67.3% increase YOY  Down 0.7% MOM 	61% F 39% M	#1 18-24 (31.8%) #2 25-34 (29.6%) #3 35-44 (17.1%)	GT Region & Grand Rapids

*This reflects a change in the reporting makeup which has expanded what post interaction activities count toward engagement.

** This reflects an increase in NMC's paid advertising on social media platforms.

While one of the most used social media channels by current and potential students, Snapchat does not have the same data reporting capabilities as Facebook owned platforms. In addition to event specific geofilters, NMC has the following community filters in place.

Location and image	Date activated	Uses	Views from sent snaps or stories
Front St. Campus (clock tower)	11-4-17	3.3k 	61.7k 
Front St. Campus (Hawk Owl)	2-27-18	5.8k 	108.1k 
Great Lakes Campus (GLMA)	6-6-18	579 	20.8K 

Northwestern Michigan College
Board of Trustees
Building and Site Committee Minutes
July 14, 2020
President's Office, Tanis Building
1701 E. Front Street, Traverse City, MI 49686

Committee Chair Ross Childs called the meeting to order at 10:00 a.m.

Members Present: Ross Childs, Kennard Weaver

Members Absent: Michael Estes

Others Present: Nick Nissley, Vicki Cook, Holly Gorton

West Hall Innovation Center Tour

Committee members were provided a tour of the West Hall Innovation Center and Library building. Books and furniture have been moved into the library and the radio station equipment has been relocated to the building, but no operations are yet occurring in the building. Kyle Morrison of Educational Technologies provided a presentation about the technology in one of the classrooms and the digital room scheduling system that is integrated with the master NMC facilities scheduling system. The group also toured the cafeteria and kitchen area where the equipment has been installed.

Building Projects Update

Vice President Vicki Cook reported that the West Hall Innovation Center and Library Project budget is on target. She also shared that the building has been inspected and an occupancy permit is anticipated within the next week.

Public Comment—No public comment was offered.

Meeting was adjourned at 10:50 a.m.

Recorded by Holly Gorton, Chief of Staff for the President and Board of Trustees.

CONSTRUCTION MANAGER'S REPORT

Project Safety

SAFETY
is our top priority

It is a fundamental value of Spence Brothers that safety always be a primary consideration. It is a top priority to do all in our power to provide a safe work place for all workers and to mandate the use of good safety practices.

Project Owner



Construction Progress

Executive Summary

This project will provide approximately 38,000 square feet of space to support learning and collaboration, comprised of 13,000 square feet of renovation and 25,000 square feet of new construction. Spaces are designed to provide space for mentoring, team based learning and individual exploration. Both formal and informal learning environments will provide onsite and remote access, project development space and online connectivity. Departmentally neutral, all space will be equipped to promote cross-disciplinary learning. This new facility will accommodate learning for the entire College, including liberal arts students, occupational divisions and technical fields.

Construction Progress Summary – JUNE 2020

Construction activities continued as schedule following the COVID-19 stoppage. The impact on manpower and materials due to COVID-19 shut down was managed and dealt with in order to complete the remaining work as efficiently and expeditiously as possible. All Owner FFE items, Kitchen, Library, Furniture, etc was moved in throughout the month of June. Final inspections with State Bureau of Fire Services are now scheduled for July 9th 2020 based on the availability of the inspectors.

Safety

Integrity

Mentoring

People

Legacy

Excellence

CONSTRUCTION MANAGER'S REPORT







MEMO

To: Northwestern Michigan College Board of Trustees
Cc: Dr. Nick Nissley, Ed.D.
From: Gabe Schneider, Founder/Principal, Northern Strategies 360
Date: Wednesday, July 15, 2020
Re: State/Federal Legislative Update

State Legislative Calendar

The Michigan House will reconvene on Tuesday, July 21st for an abbreviated three day session period, adjourning on Thursday July 23rd for the remainder of the month and the month of August. The Michigan Senate plans to reconvene on Wednesday, July 22nd for a two day session and then also on July 28th for a two day session before adjourning for the month of August.

State Budget(s)

FY20 Budget

Late last month, legislative leadership and the Governor announced an agreement on the FY20 budget that shifts around nearly enough federal CARES Act monies to fill the \$2.2 billion dollar budget shortfall. The agreement included using \$350 million from the state's rainy day fund, the use of federal CARES Act dollars and a commitment to find \$490 million in cuts in the current budget through state hiring and spending freezes, layoffs and other savings in state government. For community colleges, this means that the state will cut \$200 million in general fund funding for higher education but replace it with \$200 million in CARES Act grant funding.

Next Steps

When the legislature reconvenes next week, they will lay out the details on the \$490 million in cuts to the state's general fund. At this time we do not expect these cuts to impact community colleges.

FY21 Budget

After putting the wraps on the FY20 budget, the Legislature and Governor will quickly move to considering the FY21 Budget. Similarly to the FY20 budget, there is a significant budget shortfall expected. However the exact size of this shortfall will be detailed in a rare August Revenue Estimating Conference which follows the State's first tax collection of the year on July 15th.

Next Steps

We have sent a letter to our legislative delegation urging that they consider the key role that community colleges play now and into the future when crafting a FY21 budget including support for community college base appropriations and MPSERS funding. We also highlighted the need to continue to support programs such as the Michigan Reconnect and Futures for Frontliners programs. Finally we urged the legislature to continue to allow for local control when it comes to making tuition decisions.

We also plan to draft a second FY21 budget letter to the legislature as the upcoming budget picture becomes clearer. We are also coordinating our advocacy effort with Traverse Connect and the Northern Michigan Chamber Alliance who support our budget priorities and will be advocates for NMC.

Future For Frontlines Program

As you may recall, in late April, Governor Whitmer announced the Futures for Frontliners program, billed as a G.I. Bill Program for essential workers. As proposed, the program would provide a tuition free pathway to college or a technical certificate to essential workers who don't have a college degree. With funding for the Governor's other higher education keystone project, the Michigan Reconnect Program, unlikely given the current budget crisis, the Governor's staff envisions this program as essentially being "year one" of the Michigan Reconnect Program where the first cohort of Reconnect students would be frontline workers. According to the Governor's office, the Future for Frontliners Program will be funded with \$15 million dollars from the federal GEER (Governor's Emergency Education Relief Fund) allocation that the state received. The State Budget Office is projecting that this funding would cover 15,000 to 18,000 workers.

Next Steps

The plan is for the program to be publicly unveiled September 1 with an application period lasting from September 1 to December 31. Applicants will apply via an online web portal (run by the State of Michigan) and the state will vet candidates, sending an approved list of candidates to community college point of contacts. Accepted frontline workers will have to enroll starting anytime in 2021.

Federal

Next COVID Package

After the U.S. House passed the HEROES Act in May, the Senate is poised to take up its version of a COVID relief package when it reconvenes the week of July 20. While the details of this legislation remain to be seen, there have been several marker bills introduced that legislators hope to be included in the final package. This includes the Senate Democrats introduced the outline of the Coronavirus Child Care and Education Relief Act (CCCERA). The bill includes \$345 billion in new stabilization funding for education. Higher education specific funding in CCERA includes the following (More information on CCERA can be found [here](#).)

- \$132,000,000,000 for public colleges and universities
 - Helps institutions of higher education cover education costs and general expenses (including defraying costs resulting from lost revenue, and reimbursements of prior purchases) and provide emergency financial aid grants to students.
 - Allows individual educational institutions to determine which of their students are eligible for emergency aid grants.
 - Allocates funds to institutions using a formula of .75 for Pell Grant recipients, and .25 for total headcount student population
- \$2,000,000,000 for Community College and Industry Partnership Grants
 - Increases the capacity of community colleges to develop and scale career training programs that support high-skill, high-wage or in-demand industry sectors and occupations.
 - Allows community colleges to use funds to provide supportive services to students enrolled in these programs.
- \$1,000,000,000 to increase access to adult education and literacy programs
- \$1,000,000,000 to support state grants for career and technical education (CTE) programs and activities

Next Steps

While we are supportive of this legislative effort, it is yet to be seen if there is a chance for this bill to be folded into the next COVID relief package. We will be watching for additional details about the next COVID package to be released before weighing in with our congressional delegation.

FY21 Appropriations

With the FY21 fiscal year approaching (October 1), Congress has begun to move appropriations bills that would impact NMC. These include:

FY21 LHHS Appropriations Bill Reported Out of House Subcommittee

The House Labor, Health and Human Services, Education, and Related Agencies subcommittee reported their [FY21 bill](#) to the full committee. While more information will be available after the full Committee of Appropriations marks up the bill, below are some highlights:

- The bill provides \$73.5 billion in discretionary funding for the Department of Education (ED) (\$716 million above FY20 levels)
- The bill provides \$24.6 billion for Federal Student Aid programs (\$45 million above FY20)
- The maximum award of the Pell Grant is increased by \$150 to \$6,495
- The bill authorizes Second Chance Pell, effective until Higher Education Act (HEA) is reauthorized
- The bill provides \$2.6 billion for higher education programs (\$81 million above FY20), including \$808 million for Historically Black Colleges and Universities (HBCUs) and Minority Serving Institutions (MSIs) (\$49 million above FY20)
- The bill provides \$50 million for Strengthening Community College Training Grants (\$10 million above FY20)
- The bill provides \$664 million for Adult Education State Grants (\$7 million above FY20)
- The bill provides \$1.3 billion for CTE State Grants (\$18 million above FY20)

FY21 T-HUD Bill Reported out of Full House Appropriations Committee

The House Appropriations Committee has reported out their FY21 Transportation and Housing and Urban Development and Related Agencies FY21 Appropriations bill which includes the following items that would benefit the Great Lakes Maritime Academy:

- \$30.5 million for schoolship maintenance and repair of which \$8 million is for vessel sharing costs
- \$389 million for the National Security Multi-Mission Vessel
- \$3.8 million for fuel assistance
- \$2.4 for the Student Incentive Program
- \$6 million for direct payments (\$1 million for each academy)

This funding represents the most ever for State Maritime Academies in an appropriations bill.

Next Steps

Once the Labor HHS bill is reported out of the full House Appropriations committee we can communicate our support for both of these bills with our Congressional delegation and continue to watch the Senate to see how these bills are received there.

DHHS Guidance on International Students

The Trump Administration has rescinded the rules issued earlier this month requiring that international students take in-person classes at the nation's universities and community colleges. If these rules had been maintained, they would have directly impacted four students enrolled for fall semester. Further, these rules would have impacted any school with students since they are essentially saying that if the school shifts online mid semester due to worsening conditions, those international students would still be expected to leave at that time.

**NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
MINUTES
Monday, June 29, 2020
at Virtual Zoom Webinar ID: 932 9263 1257
at Traverse City, MI 49686**

CALL TO ORDER—Chair Chris M. Bott called the regular meeting to order at 5:30 p.m.

ROLL CALL

Trustees present: Douglas S. Bishop, Chris M. Bott, K. Ross Childs, Michael Estes, Rachel A. Johnson, Jane T. McNabb, Kennard R. Weaver

Trustees absent: None

Also present: President Nick Nissley, Patti Burgess, Vicki Cook, Marguerite Cotto, Diana Fairbanks, Joy Evans Goodchild, Holly Gorton, Tony Jenkins, Troy Kierczynski, Mark Liebling, Janet Lively, Kyle Morrison, Todd Neibauer, Denny Nguyen, Susan Odgers, Chad Schenkelberger, Stephen Siciliano, Rebecca Teahen

REVIEW OF AGENDA—The agenda was accepted as presented.

BUDGET HEARING

The regular meeting was closed and the budget hearing opened at 5:33 p.m. on a motion by Rachel Johnson, seconded by Janie McNabb, with the following roll call vote: Yes—Rachel Johnson, Janie McNabb, Ross Childs, Doug Bishop, Michael Estes, Kennard Weaver, Chris Bott; No—None.

FY21 Budget Review—Vicki Cook, Vice President of Finance and Administration, explained the required budget notice process that had occurred and the purpose of the Budget Hearing. She reviewed the FY21 budget that included the proposed property tax millage rate of 2.1137 mills for general fund operating purposes. She explained that the bond debt is paid off, eliminating the need for bond debt collection. Cook noted the proposed budget had no revisions from the version presented at the May 18, 2020, meeting; and the use of \$500,000 reserves to balance the budget. The Board was pleased with Cook and her team for their work to bring a balanced budget without increasing tuition, and stated the advantage of NMC reserves for this purpose, expressing their desire to continue rebuilding those reserves. Vice President Cook also thanked the NMC Foundation for their \$1 million contribution to the budget and student scholarships.

Public Comment—There was no public input offered pertaining to the budget hearing.

Budget Hearing Adjournment—A motion was made by Ross Childs, seconded by Kennard Weaver, that the budget hearing be closed and the regular meeting reconvened. The motion passed with the following roll call vote: Yes—Kennard Weaver, Ross Childs, Doug Bishop, Michael Estes, Janie McNabb, Rachel Johnson, Chris Bott; No—None; and the regular meeting was reconvened at 5:39 p.m.

REPORTS

Faculty Report—NMC Nursing History and Historical Relationship with Munson Medical Center—Norman (Mac) Beeker, Nursing Instructor, MSN, RN, CMSRN; Ethics Consultant,

Munson Medical Center. Beeker thanked President Nissley for his leadership and began his presentation by sharing about the institutional relationship between NMC and Munson Medical Center. He explained that the Nursing program would be returning to Munson clinicals this fall to help make up for time missed during the online clinicals due to the COVID-19 pandemic. Beeker reviewed the history of the local nursing program, which began with Traverse City Schools, moving to NMC in 1960. He noted that previous NMC President Timothy Nelson and other NMC leadership have been very instrumental in building a good relationship between NMC and Munson. In response to a question, Beeker shared that NMC Nursing students would not have to make up any time due to the COVID-19 impact, and were able to finish with virtual clinicals. He addressed other questions of the Board who thanked him for his presentation.

COVID-19 Update—President Nick Nissley explained that NMC’s first overarching goal was to keep employees and students safe, and then to ensure the least amount of disruption to learning. He noted the work of the Reimagining Fall Committee, led by Vice President Stephen Siciliano, to develop a plan that would be shared following this update; as well as a Reopening Committee, led by Vice President Vicki Cook, addressing the safety side, to reopening. Associate Vice President of Human Resources Mark Liebling and team developed an Exposure Control Plan. Nissley highlighted several other COVID-19 related activities and strategies included in report included in meeting materials. He completed his update by recognizing the work of Executive Director of PRMC Diana Fairbanks and team for their great job with communications.

Reimagining Fall Update—Stephen Siciliano, Vice President for Educational Services, and Janet Lively, Communications Instructor, reviewed plans for fall opening that includes four different formats to be offered. They shared that Educational Technologies, along with the help of deputy administrator trainers, such as Janet Lively, were providing training to faculty. Previous and new online and remote learning options were reviewed, and Lively shared that faculty had a lot of input into the work of developing the formats offered, and are excited to try them out.

Human Resources Update Related to COVID-19—Mark Liebling, Associate Vice President for Human Resources provided the Exposure Control Plan and training which has been very well received and attended by employees.

Enrollment Report—Vice President for Student Services and Technology Todd Neibauer provided the enrollment report, crediting a whole college effort to pivot quickly to total online format for summer resulting in the 3% increase in contact hours. He explained that staff was responding questions and concerns of students to help them understand and be comfortable with the course delivery format options. Neibauer shared that he hoped to see more fall registration decisions by students over the next two months to increase enrollment. In response to a question, Neibauer explained the online learning orientation sessions and other forms of support for students transitioning to the new learning formats, as well as providing required technology to students with those needs.

Financial Report—Vicki Cook, Vice President of Finance and Administration, reviewed the financial report for the period ending May 31, 2020, noting that summer tuition revenue was above budget, and that projected expenses were down considerably due to COVID-19 staffing reductions and savings in supplies and professional development. Cook shared the end of year projection shows about a \$300,000 surplus, which will help offset some of the amount of reserves required, if it

holds. She also explained that the institutional CARES Act funding will cover institutional expenses related to COVID-19.

Foundation Report—Rebecca Teahen, Associate Vice President for Resource Development and Executive Director of Foundation, provided the Foundation Report. She shared that, as the end of the fiscal year nears, there has been wonderful activity of giving during this COVID-19 time period and the Foundation was feeling very optimistic looking ahead toward the campaign closing. She noted that the NMC Scholarship Open was still occurring on August 6 at the Grand Traverse Resort and Spa with appropriate COVID-19 protocols in place.

PRMC Report—Executive Director of Public Relations, Marketing, and Communications Diana Fairbanks highlighted the pivoted marketing approach as a result of the COVID-19 pandemic with very responsive results and an increase in positive sentiment. Fairbanks complimented the positive work of the rest of the college to be able to share those stories. In response to a question, she shared about receiving great input from the Fall Reimagining Committee to help with communication terminology that is understandable and graphically presented. Fairbanks emphasized the great team effort of all levels of the college to develop a very coordinated communication plan.

Presidential Performance & Compensation Committee Report—Committee Chair Chris Bott provided a report on the work of the Board Presidential Performance and Compensation Committee, sharing that the transition team has been updated on a monthly basis. The team has determined an evaluation process that proposes an informal September evaluation to review the three initial charges to President Nissley of listen and learn, build relationships and maintain momentum; followed by a formal process at his first yearend in January. Bott shared appreciation of Nissley's efforts in light of the COVID-19 issues.

Building and Site Committee Report—Committee Chair Ross Childs noted the West Hall Innovation Center construction project report in the provided meeting materials. He shared that the committee had not met in June, but would meet again in July with tour. Childs explained that timelines may be slightly delayed, but the building will be open for fall classes. Vice President Vicki Cook shared that the final inspection was scheduled for July 9, 2020, that kitchen equipment is installed and confirmed that classes will be held in building this fall with 50% occupancy to follow COVID-19 protocols.

Legislative Issues Report—President Nick Nissley referred to the update provided in meeting materials and highlighted that the State of Michigan had received CARES Act funding to be used toward COVID-19 related expenses, but congress had not provided any flexibility for utilization of those funds to replace lost revenue or non COVID related existing budgeted items. A supplemental bill to address these issues does not include funding for community colleges. Nissley also noted the impact of COVID-19 on state revenue is forcing the legislature to consider a FY20 Budget Supplemental bill that would make significant cuts to state funding. The traditional state budget deadline of July 1 has been removed due to COVID-19 pandemic delays with a FY21 budget finalization now anticipated in September. President Nissley also shared that the state plans to begin the certification process to take place this fall for the Futures for Frontliners program designed for essential workers to receive a tuition-free scholarship for education, with students being enrolled for January 2021.

PUBLIC INPUT—There was no public input offered.

UPDATES

President's Update—President Nick Nissley provided examples of strategies and activities supporting his three initial charges of the Board that include listen and learn, building relationships, and maintaining momentum. Even with the COVID-19 pandemic issues, Nissley shared that he has been able to begin building good relationships and listening to students, faculty and staff, as well as NMC Foundation and community members.

Board Chair Update—Chair Chris Bott shared that, while the strategic planning process has been delayed, a review of NMC's strategic plan and refocused goals will take place following the current required focus on COVID-19 issues. Bott stated that it is premature to make changes at this point in time with so much transition occurring.

DISCUSSION ITEMS—None

CONSENT ITEMS—On a motion by Kennard Weaver, seconded by Janie McNabb, the following items were approved by a unanimous vote as a group without discussion:

- Minutes of the May 18, 2020, regular meeting

ACTION ITEMS

Certification of Taxes—On a motion by Ross Childs, seconded by Rachel Johnson, the Board adopted resolutions to authorize the millage rate of 2.1137 mills be levied for operation purposes for the FY21. The motion passed with a unanimous vote.

Adoption of Budgets— On a motion by Kennard Weaver, seconded by Ross Childs, the Board adopted budget resolutions and budgets based on the following unchanged tuition and fee rates for the FY21 as presented.

Contact Hours	FY19 Rate	FY20 Rate	Increase
In-District	\$109	\$109	0%
Out-of-District	\$227	\$227	0%
Out-of-State	\$296	\$296	0%
International	\$334	\$334	0%
Fees	\$30.50 (no change from 2020)		
Local Property Tax	An increase in revenue of 3 - 4%		
State Appropriations	A decrease of 15%		
	Tier I - 0%	Tier II - 0%	Tier III - 0%
In District	\$131	\$156	\$445
Out-of-District	\$261	\$300	\$445
Out-of-State	\$338	\$400	\$445
International	\$381	\$452	\$488

The motion passed with a unanimous vote.

Blanket Purchase Orders—On a motion by Doug Bishop, seconded by Janie McNabb, the Board authorized administration to create blanket purchase orders for each vendor identified on presented spreadsheet for the total of the estimated FY21 costs. Chair Chris Bott abstained from the vote due to a conflict of interest with one of the listed vendors. Rachel Johnson noted that she would normally abstain from vote due to Cherryland Electric being listed, but is was with a \$0.00 entry so was not included in POs to be created. The motion passed with a majority vote.

It is noted that all action items of this meeting included a vote of support by trustee Michael Estes, who could not be heard, but registered vote through Holly Gorton to be noted.

REVIEW OF FOLLOW-UP REQUESTS—Confirmed requests made by the Board that require administrative follow-up for information to be provided to the Board at a later date.

ADJOURNMENT—The meeting adjourned at 7:01 p.m.

Recorded by Holly Gorton, Chief of Staff to the President and Board of Trustees.

SIGNED _____
Chris M. Bott, Chair

ATTESTED _____
Michael Estes, Secretary



***Lifelong &
Professional Learning***

To: Dr. Nick Nissley, President
 From: Marguerite Cotto, VP
 Date: July 20, 2020
 Subject: MNJTP – Amended Agreement for Board Approval

Recommendation

Requesting Board approval of the following New Jobs Training Program amended agreement:

- Elmer's Crane and Dozer, Inc. – Extending from five, to seven years, the agreement with the Department of Treasury for payroll withholding. The extension represents the addition of 18 new jobs, with a total of 60 new jobs included under the terms of these agreements through August, 2021.

Observations on the program

A change in the hiring projection of this company led to the request for an extension of the agreement in order to accommodate an additional 18 positions meeting NJTP earnings qualifications through August, 2021. Although outside the regular rotation, consultation with MCCA led to their recommendation to allow NMC to access underutilized capacity within the program.

With this extension:

- Total new jobs qualified under all agreements are projected at 1,100.
- Training expenditures are now valued at \$6.3 million dollars to the region, delivered through 2028.
- NMC is the only community college generating NJTP agreements in each funding cycle since the program's onset in 2010.

Special appreciation to Lisa Rollin (MMTC), and Dr. Adriana Phelen (MCCA) for their diligence in helping leverage these program resources on behalf of the region.

Thank you.

Michigan New Jobs Training Program -- Board Summary

Company:

Elmer's Crane and Dozer, Inc.

3600 Rennie School Road; Traverse City, MI 49685

Classification Code:

212321 -- Construction Sand and Gravel Mining

Agreement Type:

Five-Year Agreement; Amended to a Seven-Year Agreement

Overview

Team Elmer's, a family-owned company since 1956, is comprised of four divisions: asphalt, excavation, concrete, and crane and rigging. The Traverse City, Michigan-based company proudly employs more than 300 skilled professionals and operates out of 13 Michigan locations. Launched in 1956 by Elmer Schaub, the seven-employees company was bought in 1977 by Butch Broad, an energetic entrepreneur who steadily expanded Elmer's for decades. Today the company is led by Broad's three children and an experienced management team. Elmer's professionals have led and support many of the largest and most complex projects in the region over the past decades, including the construction of some of the most prominent public and private schools, churches, state and federal roads and bridges, shopping centers, medical centers, hotels, and public institutions throughout the state.

Existing Jobs:

152

Net New Jobs to be Created:

18

People to be Trained:

18

Approximate Start Date:

10/01/14

Approximate End Date:

12/31/19

Budget Analysis:

Revenues

Estimated State Withholding

\$ 115,000

Amendment
of 08/24/15

\$ 215,000

Amendment
07/20/20

\$ 306,795

Estimated Expenses

MCCA Administration Costs (1%)

\$ 1,000

\$ 1,870

\$ 2,668

College Administration Costs (14%)

\$ 14,000

\$ 26,174

\$ 37,350

Total Estimated Training Budget

\$ 100,000

\$ 186,956

\$ 266,777

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-095; Amendment 3

This amendment between Northwestern Michigan College and Elmer's Crane and Dozer, Inc., dated July 20, 2020, amends the previous Agreement dated August 9, 2019. This Agreement increases the amount from \$215,000 to \$306,795.

PART I

1. "College" means Northwestern Michigan College of Traverse City, Michigan. Notices, requests, or other communications directed to the College under this Agreement shall be addressed as follows:

Finance

Troy Kierczynski, Controller
Northwestern Michigan College
1701 East Front Street
Traverse City, MI 49686
tkierczynski@nmc.edu
231-995-1147

Training

Lisa Rollin, Senior Accountant
Michigan Manufacturing Technology Center
Northern Lower Office
1701 East Front Street
Traverse City, MI 49686
llrollin@nmc.edu
231-995-2005

2. "Employer" means Elmer's Crane and Dozer, Inc. of Traverse City, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Ms. Cindy Karker
Director of Human Resources
Elmer's Crane and Dozer, Inc.
3600 Rennie School Road
Traverse City, MI 49685
Federal ID#: 38-2184549

3. The Employer certifies that the number of jobs on its payroll in Michigan as of February 1, 2014, the date of the Preliminary Agreement, was 152 and that the highest number of jobs on its payroll in Michigan in the last 12 months prior to the date of the Preliminary Agreement was 152.
4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
5. The effective date of this Agreement shall be August 25, 2014 (the "Effective Date").
6. The term of this Agreement shall be seven (7) years, expiring August 24, 2021, provided this Agreement shall not terminate and the obligations, representations, warranties, covenants, and agreements of the Employer hereunder shall continue until the Program Costs have been paid in full as provided herein.

The provisions of Part II and Part III of this Agreement are hereby approved and incorporated in full by reference.

**MICHIGAN NEW JOBS TRAINING AGREEMENT
PART II
EXHIBIT A**

Estimated Budget

1.	Training	\$ 266,777
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 40,018
	TOTAL	\$ 306,795

Final Costs

1.	Training	\$
2.	Training Equipment	\$
3.	Administrative Fee	\$
	TOTAL	\$

Acknowledged this 20th day of July 2020.

Cindy Karker, Director of Human Resources
Elmer's Crane and Dozer, Inc.

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	60
B.	Expected date by which new jobs will be filled:	02/10/17
C.	Estimated costs of training:	\$ 266,777
D.	Expected begin date:	10/01/14
E.	Expected end date:	08/24/21

II. Description of Training

- Mechanical: Tire Certification, Yellow Iron, and Diagnostics
- Supervisor/Management Skills
- Time Management
- Project Management
- Human Resources

III. Description of Training Equipment

EXHIBIT C

Employer Projections of Payroll and New Jobs Credit

Year of Agreement	Estimated Payroll of New Positions	Estimate of Diverted Payroll Taxes	Cumulative Diverted Payroll Taxes
1	\$ 1,031,244	\$ 43,828	\$ 43,828
2	\$ 1,031,244	\$ 43,828	\$ 87,656
3	\$ 1,031,244	\$ 43,828	\$ 131,484
4	\$ 1,031,244	\$ 43,828	\$ 175,312
5	\$ 1,031,244	\$ 43,828	\$ 219,140
6	\$ 1,031,244	\$ 43,828	\$ 262,968
7	\$ 1,031,244	\$43,828	\$ 306,795

Note: Although the term of this Agreement is seven (7) years, the amount of payroll taxes diverted hereunder may not exceed the total amount of the budget. The College will work with the Employer and the Michigan Department of Treasury to ensure taxes in excess of the required amounts are not diverted but rather are forwarded directly to the State of Michigan by the Employer.

MICHIGAN NEW JOBS TRAINING AGREEMENT

PART III

An agreement to provide for:

- The creation of a New Jobs Training Program between the College and the Employer.
- The capture of New Jobs Credit from Withholding from employees in New Jobs.
- The use of New Jobs Credit from Withholding to pay Project Costs.

This New Jobs Training Agreement (the “Agreement”) made and entered into as of the Effective Date, between the College and the Employer, under the following circumstances:

A. Pursuant to the New Jobs Training Programs codified in Chapter 13 of the Community College Act of 1966, Act 331, Public Acts of Michigan, 1966, as amended (“Act 331”), the College and the Employer have determined to enter into this Agreement for purposes of establishing a project to educate and train certain persons employed by the Employer in new jobs.

B. The College and the Employer each have full power and authority to authorize, execute, and deliver this Agreement.

C. When duly executed and delivered, this Agreement will be will be a legal, valid, and binding obligation of the College and of the Employer enforceable in accordance with its terms.

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth below, it is agreed by the parties hereto as follows:

ARTICLE I

DEFINITIONS

Section 1.1 “Act” means the New Jobs Training Programs codified in Chapter 13 of the Community College Act of 1966, Act 331, Public Acts of Michigan, 1966, as amended.

Section 1.2 “Bonds” means Bonds or Notes of the College issued pursuant to the Act to pay all or part of the Program Costs pursuant to this Agreement.

Section 1.3 “Debt Service” means the payment of the principal of and interest on and redemption premium, if any, on Bonds issued pursuant to this Agreement.

Section 1.4 “New Job” means a full-time job in this state that meets all of the following:

- (i) Except as provided in subparagraph (ii) or (iii), is a new, existing, or expanding business of an employer.
- (ii) Is not a job of a recalled worker, a replacement job, or any other job that existed in the employer's business within the one-year period preceding the date of the Agreement.
- (iii) Is not a job that is part of an employer's business operation located in a municipality in this state, if that job existed in a business operation or a substantially similar business operation of the employer formerly located in another municipality in this state, the employer moved that business operation or substantially similar business operation to its current location, and the employer closed or substantially reduced that former business operation or substantially similar business operation.

(iv) Results in a net increase in employment in this state for that employer.

(v) The wage paid for the job is equal to or exceeds 175 percent of the state minimum hourly wage rate in effect as of the Effective Date (\$12.95).

Section 1.5 “New Jobs Credit from Withholding” or “Jobs Credit” means the New Jobs Credit from Withholding, established in Section 163 of the Act, MCL 389.163, paid to the College by the Employer pursuant to Article IV of this Agreement.

Section 1.6 “Program Costs” means all necessary and incidental costs of providing Program Services for the Project and shall include an administrative fee of 15 percent of the aggregate amount paid under this Agreement. Attached hereto as Part II Exhibit A and incorporated herein by reference is an estimated budget relating to the Project.

Section 1.7 “Program Services” for the Project are as tentatively set forth on Part II Exhibit B attached hereto and incorporated herein by reference.

Section 1.8 “Project” shall consist of this training arrangement to provide Program Services pursuant to this Agreement with respect to employees to be employed by the Employer in New Jobs at the Project Site.

Section 1.9 “Project Fund” means a special fund of the College established for the payment of Program Costs as provided in Section 3.1 and for no other purpose.

Section 1.10 “Project Site” means the Employer’s business address named in Part I attached hereto and incorporated herein by reference, where the New Jobs will be created.

Section 1.11 “Resolution” means the Resolution or Resolutions authorizing the issuance of New Jobs Training Bonds adopted by the College in connection with the Project.

Section 1.12 “Training” means the Program Services exclusive of administrative fees for the New Jobs Training Program and the College’s legal fees.

Other terms used in this Agreement shall have the meanings set forth in the Act.

ARTICLE II PROJECT: PROGRAM SERVICES

Section 2.1 The College agrees to provide the Program Services to the extent of funds available for that purpose in the Project Fund. It is understood and agreed that the Employer and the College will cooperate in the coordination and programming of the specific expenditures and of the Project within the guidelines set out in this Agreement and Part II, Exhibits B and C. The College may, in its discretion, subcontract with other entities or persons to provide all or part of the Training. It is understood and agreed that the Training set forth on Part II, Exhibit B is tentative and is subject to change and further development, within the budget for the Project, upon the mutual written agreement of the College, acting through its authorized officer, and the Employer.

Section 2.2 The College and Employer agree that all necessary and incidental costs, including but not limited to Program Costs and Debt Service, if any, and related costs may be paid from New Jobs Credit from Withholding, to be received or derived from new employment resulting from the Project.

If any equipment is to be procured as part of the Program Services under this Agreement (“Training Equipment”), all of the following apply:

(a) Training Equipment may be procured by either purchase or pursuant to a lease which does not result in or end with the ownership of the property by the leasing party.

Training Equipment acquired by purchase may only be acquired by the College and title to such Training Equipment shall immediately vest with the College. Training Equipment procured by the College, whether by lease or purchase, shall comply with the College's approved procurement policy and state law.

Training Equipment acquired by lease may be acquired by either the College or the Employer with prior written approval of the College. The term of any such lease shall not be longer than the term of this Agreement.

(b) During the term of this Agreement, Training Equipment shall be used exclusively to provide the Program Services and may not be used by the Employer for any other purpose.

(c) Upon expiration or termination of this Agreement, the College may use or dispose of the Training Equipment acquired by purchase in compliance with the same policies, procedures and practices in effect for similar property of the College.

(d) Any costs for the delivery of the Training Equipment shall be paid as part of Program Costs. Any installation accommodations, such as compressed air, or routine maintenance necessary to keep the Training Equipment in good and working condition, such as fluid refills or changes, replacement of worn tools, parts, or consumables, etc. during the term of this Agreement, shall be the sole responsibility of the Employer.

(e) Only fully qualified, competent, trained and certified (if applicable) personnel providing the Training ("Training Personnel") may use the Training Equipment to provide Program Services.

(f) Each of the College or the Employer, as applicable, shall contractually or otherwise require Training Personnel to keep a record of each day and time the Training Equipment is used to provide Training and the name of every employee who participated in Training on such day and time. The Employer shall provide these records to the College upon request.

(g) Training Personnel shall manage the Training Equipment in a professional manner and properly instruct any employees in the use of the Training Equipment.

(h) The Employer shall ensure that the Training Equipment is properly operated and maintained in accordance with the manufacturer's recommendations and that all scheduled maintenance or necessary repairs are carried out promptly by a qualified person so as to keep the Training Equipment in good working order and to maintain all applicable manufacturer's warranties.

(i) During the term of this Agreement, the Employer shall indemnify, defend, and hold College its officials, administrators, employees, agents, contractors, successors, and assignees, harmless from and against any and all claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including reasonable attorney's fees, arising from the ownership or lease, use, storage, procurement, delivery, maintenance, repair, movement or relocation of the Training Equipment, including, without limitation, all claims relating to injury or death of any person or damage to any property.

(j) If Training Equipment will be physically located on the property of the College, then all of the following apply:

- (i) The College shall be responsible for any damage to the Training Equipment other than normal wear and tear.
- (ii) The College shall ensure the Training Equipment is housed in a safe location on its property and shall protect the Training Equipment from all risks, including but not limited to risk of damage or theft.
- (iii) The College and the Employer shall mutually agree on a Training schedule to ensure the Employer has access to the Training Equipment.

(k) If Training Equipment will be physically located on the property of the Employer, then all of the following apply:

- (i) The Employer shall be responsible for any damage to the Training Equipment other than normal wear and tear.
- (ii) The Employer shall ensure the Training Equipment is housed in a safe location on its property and shall protect the Training Equipment from all risks, including but not limited to risk of damage or theft.
- (iii) To the extent the Training Equipment requires internet access, the Employer shall provide a secure internet connection (wired or wireless) for the Training Equipment and the Employer shall be solely responsible for the selection, implementation and maintenance of security procedures, policies and protocols sufficient to protect electronic records and data against improper access, use, loss, alteration or destruction.
- (iv) The Employer shall procure Commercial General Liability Insurance, and maintain such insurance at all times the Training Equipment is on the property of the Employer, that meets all of the following requirements:
 - (1) Limits of liability shall not be less than the commercially reasonable value of the Training Equipment.
 - (2) Commercial General Liability shall include an endorsement stating the following shall be Additional Insureds: the College, its officials, administrators, employees, agents, contractors, successors and assignees. It is understood and agreed by naming the College as additional insured, coverage afforded is considered to be primary and any other insurance the College may have in effect shall be considered secondary and/or excess
 - (3) The policy shall include an endorsement providing that the College shall be provided thirty (30) days' advance written notice of Non-Renewal, Reduction, and/or Material Change of the policy and ten (10) days' advance written notice of cancellation of the policy for non-payment of premium.
 - (4) The Employer shall provide the College a Certificate of Insurance as well as the required endorsements prior to the location of any Training Equipment on the property of the Employer. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished to the College upon request.
- (v) The Employer shall provide the College access to the Training Equipment upon request to allow the College to inspect the Training Equipment and ensure the Employer's compliance with the provisions of this Section 2.2.
- (vi) The Employer shall, at its sole cost, deliver or cause to be delivered the Training Equipment to the College, or to the owner of the Training Equipment if leased, in compliance with any delivery instructions provided by the College's representative upon the earlier of (A) the completion of Training for all eligible and identified positions, (B) ten (10) business days of the expiration or termination of this Agreement, or (C) the day of expiration of the lease of the Training Equipment.

Section 2.3 The College may revise or expand the Training from time to time as may be mutually agreed between the parties; provided that no revision shall be made which would change the Project to purposes other than those purposes permitted by the Act.

Section 2.4 Employer certifies that the number of jobs, including formerly existing jobs, on its payroll in Michigan is as set forth in Part I of this Agreement.

Section 2.5 As part of the Program Services, the Employer shall pay to the College an administrative fee of 15 percent of the aggregate amount paid under this Agreement. The College shall retain that portion of the administrative fee representing 14 percent of the aggregate amount paid under this Agreement for its administrative expenses and the remaining sum representing 1 percent of the aggregate amount paid under this Agreement shall be paid by the College to the Michigan Community College Association (the "MCCA") to cover certain costs of the MCCA with respect to administration, coordination, and reporting requirements for new jobs training agreements, including this Agreement.

ARTICLE III PROJECT FUND

Section 3.1 The College shall open a separate depository account or create a separate Project Fund on the books of the College to facilitate the funding of this Agreement. The College shall deposit into the Project Fund (i) funds on hand of the College, (ii) tuition, student fees, or special charges received by the College for the Project, (iii) training funds received by the College from the Employer (other than New Jobs Credit from Withholding) intended as direct payment for the Project, and (iv) proceeds of the Bonds issued for the Project pursuant to Article VI. All sums held in the Project Fund shall be used solely and only for payment of costs of the Project.

ARTICLE IV NEW JOBS CREDIT FROM WITHHOLDING

Section 4.1 The Employer and the College hereby acknowledge and agree that the costs of the Project are to be paid from New Jobs Credit from Withholding which shall be based on salary and wages paid to employees of the Employer in the New Jobs.

Section 4.2 This Agreement is entered into upon the expectation that, as set forth in Part II, Exhibit C, sufficient funds from New Jobs Credit from Withholding will be generated to pay the Program Costs. Part II, Exhibit C sets forth the minimum annual amount of New Jobs Credit from Withholding or tuition and fee payments to be paid for Program Costs. Employer's projections of gross wages to be paid to employees in New Jobs covered by this Agreement are set forth in Part II, Exhibit C attached hereto.

Section 4.3 Part II, Exhibit B sets forth the estimated number of employees in New Jobs to be trained, the expected beginning and ending date of the training to be provided, the estimated costs, the training that will be provided, and the expected date by which the number of New Jobs will be filled.

Section 4.4 The Employer shall each month for each employee in a New Job pay the amount required to be deducted and withheld by the Employer under section 703 of the income tax act of 1967, 281 PA 1967, MCL 206.703, to the College in the same manner as the Employer returns and pays withholding payments to the Revenue Division of the Department of Treasury.

Section 4.5 The Employer agrees to certify to the Department of Treasury all New Jobs Credit from Withholding paid to the College pursuant to this Agreement and shall provide any other information reasonably requested by the Department of Treasury.

Section 4.6 Upon receipt of New Jobs Credit from Withholding and other funds received pursuant to this Article, if any, the College shall deposit said funds into a special fund designated as the Project Receipt Fund and used exclusively for the purposes of reimbursing the College for Program Costs.

Section 4.7 The College agrees to certify to the Michigan Department of Treasury, at the end of each calendar quarter, the amount of New Jobs Credit from Withholding that the Employer has remitted to the College in said quarter. In addition, the College agrees to satisfy all reporting requirements to the Department of Treasury as set forth in the Act.

Section 4.8 The Employer agrees to provide the College at least quarterly during the term of this Agreement with payroll and such other records as the College may reasonably request with respect to all employees in New Jobs in sufficient detail to permit the College to review and confirm the wages paid to said employees; timing of payments, deductions, and withholdings from income tax for purposes of generated New Jobs Credit from Withholding; and dates of employment.

ARTICLE V REIMBURSEMENT OF EMPLOYER TRAINING EXPENSES

Section 5.1 The Employer has consented to pay for all training conducted under this Agreement for remuneration of all expenses incurred by the College including but not limited to assessment; instruction; training materials and manuals; required equipment; evaluation; and other related costs. The College will not require payment from the Employer, nor is the Employer obligated to prepay, any College administrative costs incurred as a result of this Agreement except for the administrative fee of 15 percent required by Section 2.5 of this Agreement.

Section 5.2 The College agrees to periodically submit invoices to the Employer delineating all anticipated expenses related for the ensuing training period. These invoices will include costs and fees associated with providing training to meet expectations established in the approved Training Plan. Unless the Employer disputes the invoiced amount in good faith, the Employer agrees to remit, in full, the total amount listed on the invoice within thirty (30) days of its receipt. If the Employer disputes any portion of the invoiced amount in good faith, the Employer shall pay the disputed portion as required under this Section 5.2 and provide written notice to the College describing the Employer's reason(s) for disputing the balance of the invoice. The Employer and College shall promptly meet to discuss and resolve such dispute. Upon completion of each training period, the College shall provide documentation to the Employer evidencing the actual costs and expenses incurred.

Section 5.3 The Employer may, with the College's prior written approval, directly incur certain training expenses. The Employer is required to submit to the College copies of all invoices, receipts, records, and any additional data necessary to describe all expenses it incurred and paid, if any, for purposes of providing the training as outlined in the Training Plan.

Section 5.4 If training is provided by an entity or person other than the College, the College shall add a project management fee of twenty (20) percent to the total cost of Training.

ARTICLE VI NEW JOBS TRAINING REVENUE BONDS: SECURITY

Section 6.1 If Bonds are issued to finance or refinance all or a part of the Project, then the provisions of this Article shall apply.

Section 6.2 The College may irrevocably pledge the New Jobs Credit from Withholding, and the Project Receipt Fund into which the withholdings are paid, for the payment of the principal of and interest on bonds issued by the College to finance or refinance the Project in whole or in part. The Employer acknowledges and agrees that the College may issue bonds for this Project in conjunction with and as a single issue, or as multiple series of bonds, to finance multiple projects of the College pursuant to new jobs training agreement(s) entered into between the College and other employers. The Employer's obligations, covenants and representations set forth herein are not and shall not be conditioned on the issuance of Bonds identifiable or specifically attributable to this Project.

Section 6.3 The College and the Employer agree that the receipts from the New Jobs Credit from Withholding and the Project Receipt Fund into which the same are paid may be irrevocably pledged by the College for the payment of the Debt Service. If Bonds are to be issued, a tentative payment schedule for the Bonds shall be attached to this Agreement. Following issuance and sale of the Bonds a final payment schedule, if different from the attached schedule, shall be prepared using the actual rates of interest and maturities for the Bonds. Such final payment schedule, if prepared, shall become a part of this Agreement without further action by the Employer or the

College and shall supersede the schedule attached hereto. A copy of such final payment schedule shall be provided to the Employer.

Section 6.4 The term of this Agreement shall coincide with the period of time over which the Bonds mature and the Program Costs are deferred; provided, that this Agreement shall not terminate and the obligations, representations, warranties, covenants and agreements of the Employer hereunder shall continue until the Bonds, if any, issued in connection with the Project shall have been paid in full.

Section 6.5 The Bonds will be issued pursuant to a Resolution adopted by the Board of Trustees of the College in the aggregate principal amount, bearing interest (at a rate to be determined at the time the Bonds are authorized to be issued), maturing, and being redeemable as set forth in the Resolution.

Section 6.6 The proceeds from the sale of the Bonds shall be paid to the College and deposited in the Project Fund or other fund established by the College. The Project Fund shall be used only for purposes of the Project. Pending disbursements for Program Services and Program Costs, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Bonds as provided in the Resolution authorizing the Bonds.

Section 6.7 The College agrees to use its best efforts to sell and issue the Bonds, and the Employer agrees to cooperate with the College to provide necessary financial information in connection with the marketing and sale of the Bonds.

ARTICLE VII COVENANTS, REPRESENTATIONS, AND WARRANTIES

Section 7.1 Representations of the College. The College represents that (i) it is a community college duly organized and validly existing under the Act, (ii) it has full power and authority pursuant to the Act to enter into this Agreement, and to execute, deliver, and perform its obligations under this Agreement, and (iii) it has full power and authority pursuant to the Act to carry out and consummate all actions required to be taken by it in connection with the activities contemplated in this Agreement.

Section 7.2 Representations, Warranties, and Covenants of Employer. Employer represents, warrants, and covenants that:

- (a) The Employer is duly organized and validly existing under the laws of the State of Michigan and is duly qualified, authorized, and licensed to do business in the State of Michigan.
- (b) The Employer it has full power and authority to enter into the Agreement.
- (c) The Employer has duly authorized, by all necessary action, the execution, delivery, and due performance of the Agreement
- (d) There is no action, suit, proceeding, inquiry, or investigation pending before any court or before or by any public board or body, nor, to the knowledge and information of the Employer, threatened against or affecting the Employer, and to the best of the knowledge and information of the undersigned is there any basis therefor, wherein an unfavorable decision, ruling, or finding that would materially adversely affect the activities contemplated by or the validity of this Agreement.
- (e) There is no litigation or proceeding pending, or to the knowledge of Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute the Agreement or to otherwise comply with its obligations under the Agreement.
- (f) Each of the jobs covered by this Agreement is a New Job as that term is defined in the Act and each of the employees to be trained under this Agreement will be employed directly by the Employer.

- (g) The Employer's projections of the annual gross wages to be paid by the Employer to employees in the New Jobs covered by this Agreement are accurately depicted on Part II, Exhibit C based on current expectations of the Employer.
- (h) All training and services provided pursuant to this Agreement constitute the Program Services as that term is defined in the Act and qualify for funding from the New Jobs Credit from Withholding.
- (i) Employer knowingly assumes the obligation under this Agreement to pay the Program Costs in the event the sources of payment described in Section 4.6 are not sufficient to satisfy the Program Costs in full, and the Employer shall also pay the Training costs for any Non-Eligible Employees.
- (j) Employer agrees to hold the College harmless and to reimburse the College for any Program Costs, Training costs, or other costs or expenses related to this Agreement which are determined to be ineligible to be paid for with New Jobs Credit from Withholding by any order of the State of Michigan, any agency therefor, or a court of competent jurisdiction, including the College's costs and expenses (including, without limitation, reasonable attorneys, and consultant fees) in responding to or defending any claim, demand, audit, action, or suit questioning the use of New Jobs Credit from Withholding.

ARTICLE VIII EVENTS OF DEFAULT

Section 8.1 Events of Default. Each of the following shall be an "event of default":

- (a) The Employer shall fail to pay, advance, or deposit any amount required to be made by the Employer on or prior to the date on which such payment, advancement, or deposit is due and payable and continuing for more than five (5) business days thereafter.
- (b) The Employer shall fail to observe and perform any representation, term, or condition contained in this Agreement, if such failure continues for a period of twenty (20) days after notice of such failure is given to the Employer by the College, or for such longer period as the College may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes a curative action plan approved by the College within the applicable period and diligently pursues such action plan to completion and cures such default within sixty (60) days thereafter.
- (c) The Employer, any guarantor of the obligations of the Employer to the College pursuant to this Agreement, a Person controlled by the Employer or Person in control of the Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety (90) days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
- (d) The Employer shall close or announce that it is closing its operations at the Project Site (unless such operations will be transferred to another facility in the state of Michigan and as a result the College will be entitled to receive the revenue from the sources set forth in Section 4.6 or receives assurance satisfactory to the College of the receipt by the College of payments to satisfy the obligations of the Employer).
- (e) The College determines from time to time that, for any reason, including but not limited to a work force reduction at the Project Site, sufficient realized or projected revenue from New Jobs Credit from Withholding will not be generated by the Project to enable the College to satisfy the Obligations.

(f) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement, or other instrument furnished in connection with this Agreement or with the sale of the Bonds shall at any time prove to have been false or misleading in any material respect when made or given.

(g) The Employer acts in a manner contrary to any provision of this Agreement or fails to act in a manner required by any provision of this Agreement and the College determines as a result of such act or failure to act that (1) there are not or will not be sufficient funds generated by the Project to enable the College to satisfy the costs of the Project and/or (2) that the security interest granted to the College pursuant to this Agreement is not perfected or that the College's relative priority as a secured party has changed to the detriment of the College without its written consent.

(h) Any guarantor of the obligations of the Employer under this Agreement shall no longer own or control the Employer, such guarantor shall be dissolved, merged, or consolidated or such guarantor shall notify the College that it rejects or disavows the guarantor's obligations to the College.

The exercise of remedies upon the occurrence of any event of default under subsection (c) above shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such exercise during the pendency of or immediately following any bankruptcy, liquidation, or reorganization.

Section 8.2 In the event of default by the Employer, the College may, without notice to Employer, withhold, suspend, or terminate the Training and the Program Services, and apply all or a part of any remaining funds budgeted for Training to the satisfaction of the Obligations. In addition, the College may take whatever other action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the College shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the College at no cost or expense to the College.

Section 8.3 Immediately upon the occurrence of an event of default, there shall be due from the Employer to the College such amount as will enable the College to presently satisfy the unpaid amount of the Obligations, including Debt Service on the Bonds. No demand or notice of the amount due immediately upon the occurrence of an event of default is or shall be required to fix the liability of Employer or the amount due from Employer. The amount due hereunder from the Employer shall be a debt of Employer to the College and the College may set off against the amount due from the Employer any debt or debts of the College to Employer.

Section 8.4 No remedy conferred upon or reserved to the College by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein, nor shall it be necessary to make any declaration of an event of default other than such declaration as may be expressly required herein.

Section 8.5 In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

ARTICLE IX MISCELLANEOUS

Section 9.1 This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 9.2 If any Section or provision of this Agreement shall be found invalid, that Section or provision shall be severable and the balance of the Agreement shall remain in full force and effect.

Section 9.3 This Agreement shall be governed under the laws of the State of Michigan.

Section 9.4 Amendments to this Agreement shall not be effective unless approved in writing by both parties.

Section 9.5 All notices, requests, or other communications under this Agreement shall be in writing and deemed given when delivered personally, upon the next business day if deposited with a nationally recognized over-night delivery service, or upon the third following business day, if deposited in the United States Mail with postage prepaid and sent by certified mail, return receipt requested, addressed as set forth in Part I of this Agreement.

Employer and the College may, by notice given hereunder, designate any further or different addresses or persons to which subsequent notices, requests, or other communications shall be sent.

Section 9.6 This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the College, the Employer, and their respective permitted successors and assigns provided that this Agreement may not be assigned by Employer without the prior written consent of the College.

Section 9.7 This Agreement, including Part II Exhibits, constitutes the entire agreement between the College and the Employer with respect to the subject matter hereof and as such supersedes all previous negotiations, commitments, and understandings. Captions and the alignment of the Agreement are for convenience only and shall not be construed to modify the rights or obligations of the parties.

Section 9.8 This Agreement consists of Part I, Part II, and Part III and includes all attachments, appendices, and exhibits thereto all of which are hereby approved and incorporated in full by reference.

IN WITNESS WHEREOF the College and Employer have caused this Agreement to be duly executed all as of the Effective Date.

NORTHWESTERN MICHIGAN COLLEGE

Name: _____
Nick Nissley

Title: President

Date: July 20, 2020

ELMER'S CRANE AND DOZER, INC.

Name: _____
Cindy Karker

Title: Director of Human Resources

Date: July 20, 2020

COMPANY NAME			TRAINING COSTS			ADMINISTRATION FEE			TOTAL	DATES				NET NEW JOBS TO BE CREATED
	GRANT NO.	NMC ACCT #	TRAINING	FINANC E	SUBTOTAL	NMC (14%)	MCCA (1%)	ADMIN TOTAL	TOTAL	PRELIMINARY AGREEMENT	AGREEMENT	EXPECTED END	CLOSEOUT	
ACAT GLOBAL	NJTP-050	25808	\$ 26,951	\$ -	\$ 26,951	\$ 3,773	\$ 270	\$ 4,043	\$ 30,994	04/03/13	04/22/13	04/30/20		70
ADAPTIVE COUNSELING AND CASE MANAGEMENT, LLC	NJTP-152	25834	\$ 43,478	\$ -	\$ 43,478	\$ 6,087	\$ 435	\$ 6,522	\$ 50,000	05/23/16	12/19/16	12/18/21		3
AJD FOREST PRODUCTS	NJTP-051	25809	\$ 27,826	\$ -	\$ 27,826	\$ 3,896	\$ 278	\$ 4,174	\$ 32,000	03/12/13	04/22/13	04/30/20		4
ARMOR EXPRESS	NJTP-038	25803	\$ 80,870	\$ -	\$ 80,870	\$ 11,321	\$ 809	\$ 12,130	\$ 93,000	11/13/12	12/17/12	12/31/19	CLOSED	29
BRITTEN BANNERS, INC.	NJTP-098	25819	\$ 99,940	\$ -	\$ 99,940	\$ 30,624	\$ 2,187	\$ 32,812	\$ 132,752	02/03/14	08/25/14	12/31/19	06/11/19	23
BRITTEN INC.	NJTP-237	25845	\$ 86,957	\$ -	\$ 86,957	\$ 12,173	\$ 870	\$ 13,043	\$ 100,000	12/26/18	05/20/19	05/19/24		100
BRITTEN DÉCOR, INC.	NJTP-xxx	258XX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12/04/14	04/20/15	05/31/20	07/27/16	0
BRITTEN METALWORKS, INC.	NJTP-115	25823	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12/04/14	04/20/15	05/31/20	CLOSED	8
BRITTEN SERVICES, INC.	NJTP-xxx	258XX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	09/11/14	04/20/15	05/31/20	07/27/16	0
BRITTEN WOODWORKS, INC.	NJTP-xxx	25825	\$ 60,870	\$ -	\$ 60,870	\$ 8,522	\$ 608	\$ 9,130	\$ 70,000	02/12/15	04/20/15	05/31/20		10
BULMANN ENTERPRISES	NJTP-195	25837	\$ 65,217	\$ -	\$ 65,217	\$ 9,131	\$ 652	\$ 9,783	\$ 75,000	08/23/17	12/18/17	12/17/22		9
CEDAR RUN EYE CENTER	NJTP-193	25838	\$ 17,391	\$ -	\$ 17,391	\$ 2,435	\$ 174	\$ 2,609	\$ 20,000	09/13/17	12/18/17	12/17/22		2
CENTURY EXTRUSION	NJTP-032	25804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11/08/12	12/17/12	12/17/17	CLOSED	5
CENTURY INC.	NJTP-012	25802	\$ 286,957	\$ -	\$ 286,957	\$ 40,174	\$ 2,870	\$ 43,043	\$ 330,000	08/25/10	02/28/11	02/27/21		40
CENTURY INC.	NJTP-220	25842	\$ 108,696	\$ -	\$ 108,696	\$ 15,217	\$ 1,087	\$ 16,304	\$ 125,000	07/26/18	09/24/18	09/23/23		13
CHERRY CAPITAL FOODS, LLC	NJTP-128	25826	\$ 86,956	\$ -	\$ 86,956	\$ 12,175	\$ 870	\$ 13,044	\$ 100,000	07/02/15	08/24/15	08/23/24		6
CHERRY REPUBLIC	NJTP-052	25810	\$ 156,522	\$ -	\$ 156,522	\$ 21,913	\$ 1,565	\$ 23,478	\$ 180,000	01/07/13	04/22/13	04/21/21		10
CHERRY REPUBLIC	NJTP-219	25841	\$ 108,696	\$ -	\$ 108,696	\$ 15,217	\$ 1,087	\$ 16,304	\$ 125,000	07/26/18	09/24/18	09/23/23		18
EFULFILLMENT SERVICE	NJTP-161	25835	\$ 46,087	\$ -	\$ 46,087	\$ 6,452	\$ 461	\$ 6,913	\$ 53,000	01/12/17	01/23/17	01/22/22		4
ELECTRO-OPTICS TECHNOLOGY (2017)	NJTP-192	25839	\$ 65,217	\$ -	\$ 65,217	\$ 9,131	\$ 652	\$ 9,783	\$ 75,000	11/09/17	12/18/17	12/17/22		10
ELECTRO-OPTICS TECHNOLOGY INC.	NJTP-010	25801	\$ 434,783	\$ -	\$ 434,783	\$ 60,870	\$ 4,348	\$ 65,217	\$ 500,000	03/08/10	12/15/10	12/31/20		21
ELMER'S CRANE AND DOZER, INC.	NJTP-095	25820	\$ 266,777	\$ -	\$ 266,777	\$ 37,350	\$ 2,668	\$ 40,018	\$ 306,795	02/01/14	08/25/14	08/24/21		60
ELMER'S CRANE AND DOZER, INC.	NJTP-250	25847	\$ 260,870	\$ -	\$ 260,870	\$ 36,520	\$ 2,609	\$ 39,129	\$ 300,000	09/17/19	10/28/19	10/27/26		22
GRAND TRAVERSE SENIOR LIVING LLC	NJTP-099	25821	\$ 52,174	\$ -	\$ 52,174	\$ 7,304	\$ 522	\$ 7,826	\$ 60,000	02/13/14	08/25/14	12/31/19	2020	14
GREAT LAKES STAINLESS	NJTP-053	25811	\$ 73,043	\$ -	\$ 73,043	\$ 10,226	\$ 730	\$ 10,956	\$ 83,999	01/16/13	04/22/13	04/21/25		8
HAGERTY	NJTP-077	25814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10/15/12	12/16/13	12/31/18	01/30/19	0
HAYES MANUFACTURING	NJTP-069	25815	\$ 22,609	\$ -	\$ 22,609	\$ 3,165	\$ 226	\$ 3,391	\$ 26,000	11/12/13	12/16/13	12/31/20	2020	3
HAYES MANUFACTURING	NJTP-269		\$ 217,391	\$ -	\$ 217,391	\$ 30,435	\$ 2,174	\$ 32,609	\$ 250,000	11/15/19	04/27/20	04/26/28		31
IMAGE 360	NJTP-217	25844	\$ 21,738	\$ -	\$ 21,738	\$ 3,043	\$ 217	\$ 3,262	\$ 25,000	01/23/18	09/24/18	09/23/23		2
IMM, INC.	NJTP-135	25828	\$ 8,696	\$ -	\$ 8,696	\$ 1,217	\$ 87	\$ 1,304	\$ 10,000	03/01/16	05/23/16	04/30/21		2
INDUSTRIAL ARTS INSTITUTE	NJTP-XXX	25829	\$ 9,239	\$ -	\$ 9,239	\$ 1,293	\$ 92	\$ 1,386	\$ 10,625	06/24/14	05/23/16	04/30/21		1
ISENHART ELECTRIC LLC	NJTP-239	25846	\$ 86,957	\$ -	\$ 86,957	\$ 12,173	\$ 870	\$ 13,043	\$ 100,000	11/05/18	05/20/19	05/19/26		8
MATERNE NORTH AMERICA CORP.	NJTP-074	25816	\$ 139,130	\$ -	\$ 139,130	\$ 19,478	\$ 1,391	\$ 20,870	\$ 160,000	06/26/13	12/16/13	12/15/21		17
MATERNE NORTH AMERICA CORP.	NJTP-252	25848	\$ 86,957	\$ -	\$ 86,957	\$ 12,174	\$ 869	\$ 13,043	\$ 100,000	10/18/19	10/28/19	10/27/26		14
MORAN IRON WORKS	NJTP-039	25805	\$ 6,662	\$ -	\$ 6,662	\$ 2,470	\$ 176	\$ 2,646	\$ 9,308	11/26/12	12/17/12	12/17/17	11/22/16	8
NAVEEGO, INC.	NJTP-232	25843	\$ 395,652	\$ -	\$ 395,652	\$ 55,391	\$ 3,957	\$ 59,348	\$ 455,000	07/25/18	09/24/18	09/23/23		236
NORTHWEST MICHIGAN SURGERY CENTER, LLC	NJTP-xxx	28827	\$ 43,478	\$ -	\$ 43,478	\$ 6,087	\$ 435	\$ 6,522	\$ 50,000	04/22/15	08/24/15	07/31/20		5
PLASCON INC.	NJTP-054	25812	\$ 60,871	\$ -	\$ 60,871	\$ 8,521	\$ 608	\$ 9,129	\$ 70,000	03/14/13	04/22/13	04/30/20		10
PRECISION EDGE SURGICAL PRODUCTS	NJTP-034	25806	\$ 29,840	\$ -	\$ 29,840	\$ 4,178	\$ 298	\$ 4,476	\$ 34,316	10/12/12	12/17/12	12/16/17	03/26/18	12
PRESTON FEATHER BUILDING CENTERS	NJTP-145	25830	\$ 69,565	\$ -	\$ 69,565	\$ 9,739	\$ 696	\$ 10,435	\$ 80,000	10/23/15	05/23/16	05/22/21		4
RJG INC.	NJTP-136	25831	\$ 104,348	\$ -	\$ 104,348	\$ 14,609	\$ 1,043	\$ 15,652	\$ 120,000	04/11/16	05/23/16	04/30/21		8
SHORELINE FRUIT	NJTP-035	25807	\$ 104,348	\$ -	\$ 104,348	\$ 14,609	\$ 1,043	\$ 15,652	\$ 120,000	04/14/11	12/17/12	12/31/17	05/23/16	29
SHORELINE POWER SERVICES	NJTP-055	25813	\$ 295,663	\$ -	\$ 295,663	\$ 41,393	\$ 2,957	\$ 44,349	\$ 340,012	03/18/13	04/22/13	04/21/23		65
SHORELINE POWER SERVICES	NJTP-251	25849	\$ 86,957	\$ -	\$ 86,957	\$ 12,174	\$ 869	\$ 13,043	\$ 100,000	10/18/19	10/28/19	10/27/26		35
SKILLED MANUFACTURING INC.	NJTP-072	25817	\$ 68,615	\$ -	\$ 68,615			\$ 16,246	\$ 84,860	10/18/13	12/16/13	12/31/18	10/29/18	38
SPRINGFIELD INC.	NJTP-194	25840	\$ 13,044	\$ -	\$ 13,044	\$ 1,826	\$ 130	\$ 1,956	\$ 15,000	10/04/17	12/18/17	12/17/22		2
STRATA DESIGN	NJTP-137	25832	\$ 21,739	\$ -	\$ 21,739	\$ 3,043	\$ 217	\$ 3,261	\$ 25,000	10/19/12	05/23/16	05/23/21		4
TAMARACK HOLDINGS	NJTP-146	25833	\$ 86,956	\$ -	\$ 86,956	\$ 12,175	\$ 870	\$ 13,044	\$ 100,000	01/01/16	05/23/16	05/23/24		4
TENTCRAFT INC.	NJTP-070	25818	\$ 738,043	\$ -	\$ 738,043	\$ 103,326	\$ 7,380	\$ 110,706	\$ 848,749	10/15/13	12/16/13	12/31/22		50
TENTCRAFT INC.	NJTP-171	25836	\$ 304,348	\$ -	\$ 304,348	\$ 42,609	\$ 3,043	\$ 45,652	\$ 350,000	05/25/17	06/26/17	06/25/22		27
TOTAL			\$ 5,479,122	\$ -	\$ 5,479,122	\$ 775,640	\$ 55,399	\$ 847,285	\$ 6,326,408					1,104