



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
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Meeting Agenda

Monday, September 28, 2020

Virtual Zoom Webinar ID: 935 1577 4555

<https://nmc.zoom.us/j/93515774555>

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. Program Focus—MTU & NMC Great Lakes Research Collaboration—*Hans Van Sumeren, Director of Great Lakes Water Studies Institute*
- F. Faculty Report—Encouraging Student Engagement in Online Chemistry—*Mary Jo Elliott, Chemistry Instructor*
- 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—*President Nick Nissley*

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



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

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 August 24, 2020, regular meeting

VII. ACTION ITEMS

Q. **Local Strategic Value Resolution** (Pursuant to Policy A-106.00 Finance)

Recommendation to adopt presented Local Strategic Value Resolution certifying that Northwestern Michigan College meets the best practice standards required by the appropriations law for fiscal year 2021.

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

Recommend authorization for administration to enter into training agreements under the terms of the New Jobs Training Program (NJTP) for the following companies:

1. RJG Inc.
2. RJG Inc. (amendment)
3. Britten Inc. (amendment)
4. Cherry Republic (amendment)

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.

October 26, 2020
November 23, 2020

Posted Friday, September 25, 2020, 12:00 p.m.

College and Michigan Tech to collaborate on Great Lakes research

Sep 18, 2020 | [Intercom](#), [Student News](#)

TRAVERSE CITY — Michigan Technological University and Northwestern Michigan College have formalized their intent to collaborate on Great Lakes research, with a focus on marine technology, freshwater science and professional development.

At a signing ceremony held Wednesday, Sept. 16, Michigan Tech President Rick Koubek and NMC President Nick Nissley noted their shared mission and complementary strengths in advancing Great Lakes research, as well as their mutual goal in collaborating to develop an internationally-recognized center of excellence in freshwater science and research.

Under a two-year Memorandum of Understanding, MTU and NMC agreed to:

- Cooperatively develop marine technology and operations plans
- Partner on freshwater science and research projects, and
- Collaborate on professional development projects that showcase Michigan Tech science and technology development and NMC workforce development programming

“I am especially grateful to Andrew Barnard at the Great Lakes Research Center along with Guy Meadows for their leadership and expertise,” Koubek said. “Our partnership with Northwestern Michigan College reiterates our mutual commitment to the protection and rehabilitation of the Great Lakes ecosystem and helps to ensure the economic longevity of our region and our state well into the future.”

“The collaboration is a great opportunity to re-imagine this important work for the future. Not only does it build upon the existing expertise of NMC’s Great Lakes Water Studies Institute, led by Hans Van Sumeren, but amplifies it through the assets of a trusted partner, Michigan Technological University,” Nissley said. “Together we are accomplishing great things for our region.”

Wednesday’s signing builds on a history of collaboration between the public institutions that dates back nearly 30 years. Last year, the two institutions signed seven new articulation agreements that allow engineering students to complete their first two years of study at NMC and then transfer to Michigan Tech with junior status.

The new MOU also demonstrates Michigan Tech’s continued commitment to northern Michigan’s Grand Traverse region. In March 2019, the university announced a three-year Memorandum of Understanding designed to explore collaborative opportunities in the Grand Traverse area. The memorandum included exploration of educational opportunities and services with and through NMC.

The MOU signed Wednesday reflects MTU and NMC’s mutual intentions to develop and implement collaborative activities and is not intended to create binding or legal obligations on either party.

RELEASE DATE: SEPTEMBER 18, 2020

FOR MORE INFORMATION:

Diana Fairbanks
Executive Director of Public Relations, Marketing and Communications
dfairbanks@nmc.edu
(231) 995-1019

NMC BOT Faculty Presentation Form

This form will be shared with the BOT before the meeting so they know what you will be presenting and a little bit about you. Thank you for sharing your time and expertise with the BOT so they continue to be informed about the high quality educators and programs we have here at NMC.

Name *

Mary Jo Elliott

Your Title *

Chemistry Instructor

Presentation Title *

Encouraging Student Engagement in Online Chemistry

Please provide a description of what you will be presenting to the BOT. *

I will be showcasing several examples of how student engagement is encouraged in our Online General Chemistry

Who are you? Please upload or type a bio here. If you do not have one, just tell The BOT a bit about yourself. This info will be given to them before the meeting. *

https://drive.google.com/file/d/1BwusSNYO-dH7668_lfS6DoRVvjfqo00/view?usp=sharing



MARY JO ELLIOTT

Chemistry Instructor

PROFILE

Experienced instructor of inorganic chemistry in both face to face and online formats. Developed Hybrid courses for Introductory and General Chemistry. Served as Science Department Chair, and as a member of Faculty Council, CIE, BBQ Board, Honors Committee, Judicial Review Board. Awarded NISOD award in 2008.

CONTACT

PHONE:
231-633-1026

EMAIL:
Melliott413121@gmail.com

HOBBIES

Biking/Kayaking
Needle Arts
Learning Mandolin
Stained Glass

EDUCATION

Bachelor of Science: Chemical Engineering (Michigan Technological University, Houghton, MI)

Nuclear Test Engineering Certification: (Department of the Navy, Norfolk, VA)

Master of Education: Chemistry (State University of New York at Buffalo, Buffalo, New York)

Graduate Certificate in Analytical Chemistry - Analytical Spectroscopy (Illinois Institute of Technology, Chicago, IL)

WORK EXPERIENCE

Northwestern Michigan College - Chemistry Instructor
2001–present

Northwestern Michigan College - Science Department Chair
2013–2017

Hamburg Senior High School – Advanced Placement/Regents Chemistry Teacher
1999–2001

Maryvale Senior High School - Regents Chemistry/Integrated Science Teacher
1998–1999

Norfolk Naval Shipyard (Department of the Navy) – Nuclear Shift Test Engineer
1983-1991

Provided technical expertise and oversight in the safe conduct of maintenance and testing of shipboard nuclear reactors. Developed technical documents for conduct of testing and operations of nuclear reactor plant systems.

Amoco Oil Company – Roustabout Engineer Intern
Summer 1982

Performed tasks to maintain and repair natural gas production equipment. Performed studies of well efficiency.



ENCOURAGING STUDENT ENGAGEMENT IN GENERAL CHEMISTRY

MARY JO ELLIOTT

ONLINE COURSES

ADVANTAGES

- more flexible in terms of time of day, amount of time on topic
- cost and time effective. [No transit time, housing, transportation or childcare expense]
- easier access to instructor.
- easy to review concepts
- can set up customized learning environment to suit learners' strengths
- opportunity to develop time management skills and self discipline

CHALLENGES

- lack of social interaction can lead to decreased engagement with the material, instructor and peers
- less opportunity for "hands on" learning
- Technology is great only when it works
- digital divide
 - equipment (lack of equipment, old equipment)
 - access (rural areas without a provider, cost barriers)
 - skills (lack familiarity with equipment/software, navigation of course)
- Huge amount of front-loaded work for the instructor
- student perception of difficulty level

ONLINE COURSES

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STRATEGIES TO MAXIMIZE ENGAGEMENT

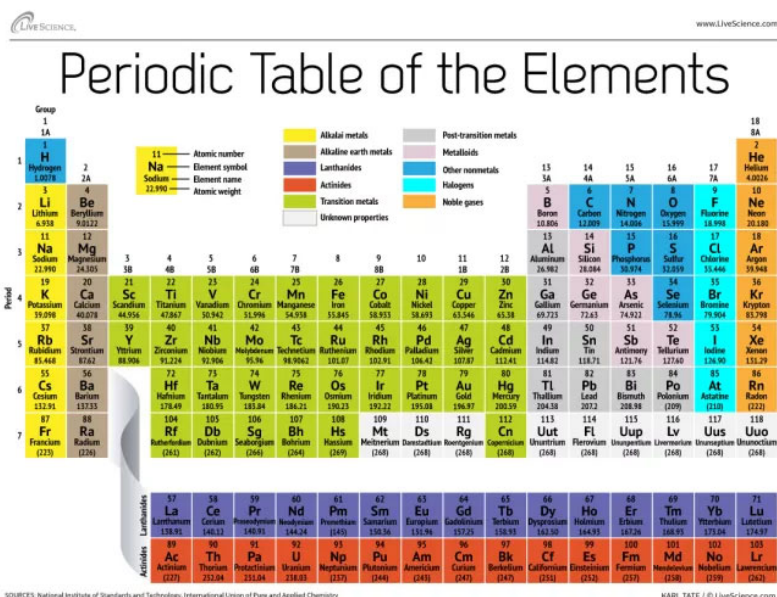
- COURSE ORGANIZATION
- FLEXIBILITY
- DEMONSTRATIONS
- ASSIGNMENTS



COURSE ORGANIZATION

BE CONSISTANT AND PREDICTABLE

- Chapter Module Format:
 - Agenda
 - Printable resources
 - Lecture videos
 - Assessments



FLEXIBILITY AND FORGIVENESS



First few weeks




Chunk lectures




Agenda deadlines


THOUGHTFUL ASSIGNMENTS

- [Demonstrations In video lectures](#)
- ["Try this at Home"](#)
- In Person Lab


A large, bright yellow and orange explosion with a cloud of dark particles trailing behind it, set against a black background.

FOSTER STUDENT – STUDENT INTERACTION


An illustration of three stylized human figures in white, red, and blue, standing together and looking up at a glowing yellow lightbulb.




Breakout rooms




Whole class discussions



Study Groups



Encourage the use of tutorial services



Virtual office hours

ONLINE COURSES

ADVANTAGES

- more flexible in terms of time of day, amount of time on topic
- cost and time effective. [No transit time, housing, transportation or childcare expense]
- easier access to instructor.
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- lack of social interaction can lead to decreased engagement with the material, instructor and peers
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 - skills (lack familiarity with equipment/software, navigation of course)
- Huge amount of front-loaded work for the instructor
- student perception of difficulty level



THANK YOU!!

Agenda Chapter 2: Atoms, Molecules and Ions

11

By the time you complete Lesson 1, you should be able to:

- Describe the composition of an atom in terms of protons, neutrons, and electrons.
- Give the approximate size, mass, and charge of an atom, proton, neutron and electron.
- Write the chemical symbol for an element having been given its mass number and atomic number, and perform the reverse operation.
- Describe the properties of the electron as in cathode rays.
- Describe the means by which J. J. Thomson determined the ratio e/m for the electron.
- Describe the Milliken oil drop experiment and indicate what property of the electron he was able to measure.
- Cite the evidence from studies of radioactivity for the existence of subatomic particles
- Describe the experimental evidence for the nuclear nature of the atom.

By the time you complete lesson 2, you should be able to:

- Use the unit of amu in calculation of masses of atoms
- Define the term atomic weight and calculate the atomic weight of an element given its natural distribution of isotopes and isotopic masses.

By the time you complete lesson 3, you should be able to:

- Use the periodic table to determine the atomic number, atomic symbol, and atomic weight of an element.
- Define the terms group and period and recognize the common groups of elements.
- Use the periodic table to predict whether an element is metallic nonmetallic or metalloid.
- Define the term molecule and recognize which elements typically combine to form molecules
- Distinguish between empirical and molecular formulas
- Draw the structural and ball and stick formulas of a substance given its chemical formula and the linkage between atoms
- Use the periodic table to predict the charges of monatomic ions of type I elements.
- Write the symbol and charge for an atom or ion having been given the number of protons, neutrons electrons and perform the reverse operation.
- Determine whether a substance is likely to be ionic or molecular.

By the time you complete Lesson 4, you should be able to:

- Write the simplest formula of an ionic compound having been given the charges of ions from which it is made.
- Write the name of a simple inorganic compound having been given its chemical formula and perform the reverse operation.
- Write and name the common polyatomic ions
- Write the name of simple binary molecular compounds and perform the reverse operation

By the time you complete Lesson 5, you should be able to:

- Write and name acids based on anions whose names end in $-ide$, $-ate$, and ite .
- Write and name simple hydrocarbon molecules

Activity	COMPLETE BY
<p>Lesson 1</p> <ol style="list-style-type: none"> 1. Read text sections 2.1-2.2 while 2. Completing Prepare Questions 2.1-2.2 [Found in Ch. 2 Printable Resources] 3. Then Watch video 2.1-2.2: 4. Then answer text Problems in the 13th Ed, 2.1, 2.17, 2.18, 2.19 [or in the 12th Ed. 2.1, 2.15, 2.16, 2.17] 	8/28
<p>Lesson 2</p> <ol style="list-style-type: none"> 1. Read text section 2.3 & 2.4 while 2. Completing Prepare Questions 2.3 & 2.4 [Found in Ch. 2 Printable Resources] 3. Watch 2.3 & 2.4: 4. Then answer text Problems in the 13th Ed, 2.22, 2.29, 2.35, 2.37, 2.39 [or in the 12th Ed. 2.20, 2.25, 2.31, 2.33, 2.35] 	8/31
<p>Lab 2: Determination of an Unknown Using Physical Properties (On Campus, Room HS215 or HS 217)</p>	LAB PERFORMED ON 8/31 or 9/1
<p>Lesson 3</p> <ol style="list-style-type: none"> 1. Read text section 2.5, 2.6, 2.7 while 2. Completing Prepare Questions 2.5 - 2.7 [Found in Ch. 2 Printable Resources] 3. Watch 2.5 -2.6 & 2.7 (I) and 2.7(II): 4. Then answer text Problems in the 13th Ed, 2.45, 2.49, 2.53, 2.55, 2.63, 2.65 (in 12th Ed. text problems 2.41, 2.43, 2.47, 2.49, 2.57, 2.59) 	9/1
<p>Lesson 4</p> <ol style="list-style-type: none"> 1. Read text sections 2.8 while 2. Completing Prepare Questions 2.8 [Found in Ch. 2 Printable Resources] 3. Watch lectures 2.8a, 2.8b, 2.8c 4. Complete Nomenclature Worksheet with group 5. Then answer text problems in the 13th ed, 2.71, 2.73, 2.75, 2.79 [in 12th ed. 2.65, 2.67, 2.69, 2.73] 	9/2
<p>Lesson 5</p> <ol style="list-style-type: none"> 1. Read text sections 2.9 while 2. Completing Prepare Questions 2.9 [Found in Ch. 2 Printable Resources] 3. Watch lecture 2.9: 4. Then answer text problems in the 13th ed, 2.81, 2.83, 2.85 [in 12th ed. 2.75, 2.77, 2.79] 	9/4
<p>Go on to Agenda 3</p> <p>TAKE QUIZ ON CH 2 Turn in Prepare Questions and Text Problems</p>	9/7 9/6

Due dates for assignments are flexible to a point. The dates given for assignments are to provide some basis for time management. Prepare Questions and Text Problems will be due by the day the chapter quiz closes. Graded Quizzes and tests must be completed by the assigned due dates, **no flexibility here!!**

Text reading

The specific portion of the chapter covered in a video lesson should be read and **Prepare Questions** [found in the printable resources tab] completed **prior to watching** the associated video lesson. The **Prepare Questions** will be discussed during class the day listed above.

Watching Lectures

Are the same as attending class and are mandatory. Take notes or use the prepared notes to make annotations upon. Answer any embedded questions as they count for a grade.

Text Problems

As noted in the previous table will be checked for completion. We will work on these during class time but if you do not complete them in that setting you will need to complete them on your own or during office hours.

Online Quiz

You will have three attempts to master the chapter quiz. I suggest taking it as though you were being proctored in order to help you self-assess your mastery level. Use only the example cover sheet for tests provided in the resources box, your calculator and your fantastic mind. This will help you gauge if you will be ready for exams. Once the quiz has closed, you will be able to see which questions you've missed. Take time to go back and review those along with any others that you felt you just "got lucky" on. Feel free to contact me with questions.

Section 2.1 & 2.2

1. What does atomos mean and who is associated with that term?
2. Summarize the four postulates of Dalton's atomic Theory
3. State the Law of Conservation of Mass.
4. State the Law of Multiple Proportions.
5. What should we keep in mind as we learn about the developments leading to the current model of the atom?
6. What is a cathode ray? Who is credited with studying their nature?
7. Sketch and label a cathode ray tube.
8. What was the significance of Thomson's findings?
9. How did Milliken build on Thomson's work?

10. Define radiation and radioactivity.

11. What types of radiation did Rutherford discover? What are the characteristics of each of these types of radiation?

12. Sketch and label Rutherford's experiment for classifying radiation.

13. Describe the plum-pudding model of the atom and who is associated with it.

14. What experiment led to the postulating of the nuclear model of the atom? Who is associated with developing this model?

15. What are the characteristics of the nucleus of an atom?

16. What accounts for the volume of an atom?

Section 2.3

1. What is the value of electronic charge in Coulombs? What particles carry that amount of charge?

2. Why do we think of the charge on a proton as +1 and that on an electron as -1?
3. How is the number of electrons related to the number of protons in an atom?
4. Where can each type [protons, neutrons and electrons]of subatomic particle be found in an atom?
5. What is an atomic mass unit?
6. Why do we use atomic mass units to describe the mass of individual atoms?
7. List the basic forces found in nature. Which of these forces has little significance when considering atoms?
8. What is Coulomb's law? What is the formula of Coulomb's law?
9. Define the following:
 - a. atomic number –
 - b. mass number-
 - c. isotope –

Section 2.4

1. What is the definition of atomic mass unit?
2. Why do we determine average atomic masses of elements? What is this usually called?
3. Give the formula for determining atomic weight.
4. A particular atom of chromium has a mass of 52.94 amu, whereas the atomic weight of chromium is given as 51.99 amu. Explain the difference in the two masses.

Naturally occurring samples of elements are introduced into a mass spectrometer in order to determine the relative abundance of each isotope that exists in the sample.

5. Sketch a mass spectrometer below;
6. What causes the single beam of sample to split into beams of individual isotopes when passed through a mass spectrometer?

Section 2.5

1. What is it about the periodic table that makes it periodic?
2. What is the arrangement of elements on the periodic table based on?
3. What is a period on the table? What is a group?
4. Why do elements in a group have similar physical and chemical properties?
5. Using figure 2.14 on p. 53 as a guide, make a quick sketch of a blank periodic table showing the division between metal and nonmetals. Label only the metalloid element symbols on your sketch.

Section 2.6

1. Define the following terms and give an example of each:
 - a. diatomic molecule –
 - b. molecular compound-
 - c. molecular formula-
 - d. empirical formula-
 - e. structural formula-

- i. perspective drawing
 - ii. ball and stick model
 - iii. space filling model
2. List the diatomic elements.
3. What type of elements typically form molecular compounds? Where are they typically found on the periodic table?

Section 2.7

1. In a chemical process, what happens to the nuclei of the atoms involved?
2. Define the following:
 - a. Ion-
 - i. Cation-
 - ii. Anion-
3. What is the general rule for the behavior of metals and non-metals when they form ionic bonds?
4. What is a polyatomic ion?

5. What can you say about the chemical properties of ions in comparison to the atom from which they were derived?
6. What is the driving force for many atoms, in terms of electrons they end up with, after forming an ion? What can be deduced from that observation?
7. Make a quick sketch of figure 2.18 to help you remember charges of some common ions.
8. Generally, how can you tell if a compound is ionic or molecular?
9. What kind of formula is used for ionic compounds? Why?

Section 2.8

1. What two molecules have traditional names that do not obey nomenclature rules?
2. What is an organic compound? What is an inorganic compound?
3. What is the rule for naming cations that can form only one possible charge?
4. What is the rule for naming cations that can form more than one possible charge?
5. Where on the Periodic Table can you find most of the cations that can have varying charges?

6. Name two cations that are formed from non-metal atoms.

7. What do you change the ending of monatomic anions to compared to the elemental name? give an example.

8. What two endings would you expect to see on a compound that contains an oxyanion? What do they mean?

9. What two prefixes might be found on oxyanions? What do they mean?

10. If an oxyanion also contains an H^+ , how would it be named? Give an example.

11. Which ion is listed first when naming ionic compounds?

12. What is an acid?

13. Give an example of an acid that contains an anion whose name would end in $-ide$?

14. Give an example of an acid that contains an anion whose name would end in $-ate$?

15. Sketch the table that shows how to name anions and the corresponding acid.

16. List briefly the four rules for naming binary molecular compounds.

Section 2.9

1. What is an Organic compound?
2. What is a hydrocarbon?
3. What is an alkane? When you look at the first three members of the alkane family what can you tell me about the number of atoms bonded to each carbon atom?
4. How would you name an alkane that had six carbon atoms in its chain?
5. What class of compound would you have if an -OH group is substituted for an -H on an alkane?
6. What is the definition of an isomer?
7. What does a prefixed number in front of an organic compounds name mean?

EXAMPLE OF A POGIL USED IN ZOOM BREAKOUT ROOMS
Peer Oriented Guided Inquiry Learning (POGIL)

Nomenclature Activity

Name: _____

NM												NM = nonmetal	-3	-2	-1	NM		
+1	+2											md = metalloid	md	NM	NM	NM	NM	NM
+1	+2											+3	md	NM	NM	NM	NM	
+1	+2										+2	md	md	NM	NM	NM		
+1	+2									+1		md	md	NM	NM			
+1	+2														md	NM		
+1	+2																	

Type I: Binary Ionic Compounds

Type I binary ionic compounds contain a metal and a nonmetal AND the metal that is present only forms one type of cation. Metals with only one cation (shaded above with charges). Both the metal and the nonmetal form ions, which is why it is called an ionic compound.

- 1) From the following list, cross out those compounds that do NOT belong in the category for Type I binary ionic compounds.

NaCl FeCl₂ CaCl₂ TiO₂ MgO AlBr₃ KCl K₂S BeF₂ Cu₂O₃ AgCl Zn₃N₂

Formula and name examples for Type I binary ionic compounds:

KI = potassium iodide BaO = barium oxide ZnF₂ = zinc fluoride Na₂S = sodium sulfide
Ag₃N = silver nitride BeCl₂ = beryllium chloride

- 2) What type of element is always listed first (metal or nonmetal)? _____ second? _____
- 3) Is the name of the first element in the compound different from the element? (yes/no)
- 4) What is the common ending for all the names? _____
- 5) In zinc fluoride, there are 2 fluoride atoms, are they indicated in the name? (yes/no)
- 6) What is the charge on the zinc ion? _____
- 7) What is the charge on the fluoride ion? _____
- 8) Why do you need one zinc ion and two fluoride ions for the formula for zinc fluoride?
- 9) Why do you need two sodium ions for every sulfide ion in sodium sulfide?
- 10) As a team, determine the rules for naming type I binary ionic compound when given the formula.
- 11) As a team, determine the rules for writing the formula for a type I binary compound when given the name.

- 12) Name each of the type I binary ionic compounds listed in question 1.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Type II: Binary Ionic Compounds

Type II binary ionic compounds also contain a metal and a nonmetal however the metal that is present here can form more than one type of cation. Metals with multiple possible charges are listed in the periodic table as blank. Type II metals are NOT Type I metals. Again, both the metal and the nonmetal form ions, and it is still called an ionic compound. These metals usually only form two different ions.

- 1) From the following list, cross out those compounds that do NOT belong in the category for Type II binary ionic compounds.

AlP FeCl₂ Ag₂O VBr₅ CoS SnF₂ K₃N SrF₂ CuBr AuCl₃ ZnO HgS

Formula and name examples for Type II binary ionic compounds:

Fe₂O₃ = iron(III) oxide or ferric oxide

FeO = iron(II) oxide or ferrous oxide

CuS = copper(II) sulfide or cupric sulfide

CuCl = copper(I) chloride or cuprous chloride

MnO₂ = manganese(IV) oxide or manganic oxide

MnCl₂ = manganese(II) chloride or manganous chloride

- 2) What type of element is always listed first (metal or nonmetal)? _____ second? _____
- 3) Is the name of the first element in the compound different from the element? (yes/no)
- 4) What is the common ending for the nonmetal portion of the names? _____
- 5) In the compound FeO, what is the charge on iron? _____
- 6) In the compound Fe₂O₃, what is the charge on iron? _____
- 7) What does the Roman number after the metal name represent?
- 8) When the metal name ends in -ic, to what ion does it refer? (higher charge/lower charge)
- 9) When the metal name ends in -ous, to what ion does it refer? (higher charge/lower charge)
- 10) As a team, determine the rules for naming type II binary ionic compound when given the formula.

- 11) As a team, determine the rules for writing the formula for a type II binary compound when given the name.

- 12) Name each of the type II binary ionic compounds listed in Question 1 of Type II section.

_____	_____
_____	_____
_____	_____

Type III: Molecular Binary Compounds

Binary compounds that do not contain metals have covalent bonds instead of ionic bonds. A covalent bond is formed by sharing one or more pairs of electrons. The pair of electrons is shared by both atoms. For example, in forming H₂, each hydrogen atom contributes one electron to the single bond.

- 1) From the following list, cross out those compounds that do NOT belong in the category for binary compounds containing only nonmetals or metalloids.

CCL₄ AlCl₃ CO SeF₆ SiO₂ SrI₂ P₄O₁₀ TiO₂ SeO₃ IrCl ZrO₂ N₂O₅

Formula and name examples for Type III binary ionic compounds:

CO₂ = carbon dioxide H₂O = dihydrogen monoxide

IF₅ = iodine pentafluoride BF₃ = boron trifluoride

Prefix	Meaning
Mono-	1
Di-	2
Tri-	3
Tetra-	4
Penta-	5
Hexa-	6
Hepta-	7
Octa-	8
Nona-	9
Deca-	10

- 2) Which element is listed first in the name?
 3) Is the name of the first element in the compound different from the element? (yes/no)
 4) What is the common ending for all the names? _____
 5) What do the prefixes (di-, mono-, penta-, tri-) in the names above mean?
 6) Is the prefix mono- used when there is only one atom of the first element? (yes/no) Is the prefix mono- used when there is one atom of the second element? (yes/no)
 7) As a team, determine the rules for naming type III binary ionic compound when given the formula.

- 8) Name each of the type III binary compounds listed above.

Ionic {May be type I or II} Compounds Containing Polyatomic Ions

Polyatomic ions are ions that as a group have a set charge. Polyatomic ions are usually recognized in a formula by the grouping of more than one nonmetal elements after a metal. Your book has a table listing polyatomic ions. Use your book's table to fill in the following table with the appropriate names/formulas of the polyatomic ions.

Name	Formula	Name	Formula
ammonium		chlorite	
nitrate			C ₂ H ₃ O ₂ ⁻¹
	NO ₂ ⁻¹		CrO ₄ ⁻²
	OH ⁻¹	carbonate	

cyanide		SO_3^{-2}
---------	--	--------------------

Polyatomic ions containing oxygen (oxyanions) are somewhat special.

carbonate = CO_3^{-2}

- 1) Match the location of carbon on the periodic table with the two figures on the right.
- 2) What number is in the carbon location on the left figure? To what does this number refer?
- 3) What number is the carbon location on the right figure? To what does this number refer?
- 4) What element must all oxyanions contain?
- 5) What is the ending of the name of the ion determined from these tables?
- 6) Determine the formula for the following oxyanions using the figures above. Phosphate _____
Silicate _____ Bromate _____ Iodate _____ Sulfate _____ Nitrate _____

Tool for remembering oxy-anions

number of oxygen atoms in oxy-anions ending in -ate

charge on the oxy anion ending in -ate

perchlorate = ClO_4^- **chlorate = ClO_3^-** **chlorite = ClO_2^-** **hypochlorite = ClO^-**

- 7) When comparing the oxyanions above, is the charge of the chlorate ion the same as the charge for the other chloro-oxyanions?
- 8) How many less oxygen atoms does chlorite have compared to chlorate?
- 9) How many more oxygen atoms does perchlorate have compared to chlorate?
- 10) How many less oxygen atoms does hypochlorite have compared to chlorate?
- 11) What name ending(s) can help you identify the presence of an oxyanion in a compound?
- 12) If sulfate is SO_4^{-2} , what would the formula for sulfite be?

- 13) In the table below, fill in the name and formula for the oxyanions in the shaded column. Use the figures on the previous page
- 14) In the table below, fill in the name and formula for the rest of the oxyanions.

Element	per-___-ate ion	___-ate ion	___-ite ion	hypo-___-ite ion
Bromine (Br)				
Iodine (I)				
Phosphorus (P)	X			X
Nitrogen (N)	X			X

Use your knowledge of Type I and Type II metals as well as the appropriate polyatomic name/formula to fill in the following table.

Name	Formula	Name	Formula
sodium carbonate			$\text{Cu}(\text{NO}_2)_2$
iron(II) nitrate		calcium sulfate	
	MnSO_4	ammonium nitrate	
	$\text{Ca}(\text{ClO})_2$		KCN

Check your work:

Were the polyatomic ions correctly identified for the above table? *Remember when you have parentheses, you must identify the polyatomic ions by looking inside the parentheses and the numbers outside the parentheses just indicate how many of that polyatomic ion you have.*

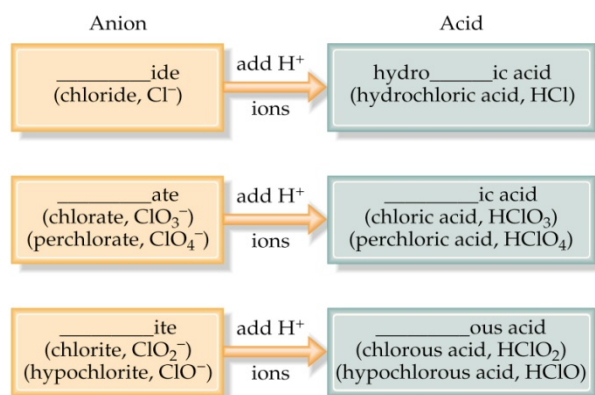
Are the compound formulas you filled into the table above neutral in charge?

Do all type II metals in the table above have their charge indicated by either a Roman numeral or their Latin name with an -ous or -ic ending?

Are all type I metals listed without a Roman numeral?

Acids

Acids are compounds that when dissolved in water, produce hydrogen ions (H^+). Naming acids can also be tricky. Use the following chart and try to classify each acid below to an area on the chart.



Given that the ion formula is NO_2^{-1} , how can one determine the name of the ion, acid formula, and acid name?

Ion name:

- 1) Based on the $-ate$ determination figures, what is the formula for nitrate? Is NO_2^{-1} the nitrate ion or the nitrite ion?

Acid formula:

- 2) According to the figure above, what must be added to create an acid? What is the charge of the ion?
- 3) How many of the hydrogen ions must be added to NO_2^{-1} to make a neutral acid (zero charge)?
- 4) What is the acid formula for the acid created when hydrogen ion(s) are added to NO_2^{-1} ?

Acid name:

- 5) Based on your answer to Question 1 above, does the name for the NO_2^{-1} ion end in $-ite$ or $-ate$?
- 6) Use the figure above to determine how the name changes when we have the compound HNO_2 . Name the acid, HNO_2 .

Fill in the following table:

Acid Formula	Acid Name	Ion Formula	Ion Name
HCl	hydrochloric acid	Cl^-	chloride
		NO_3^-	
	sulfuric acid		
HBrO ₃			
		PO_4^{-3}	
HBr			
	carbonic acid		
		$C_2H_3O_2^-$	

Simple Hydrocarbons

As the name implies, hydrocarbons are compounds that contain carbon and hydrogen. These simple compounds are the backbone of what is studied in Organic Chemistry. A myriad of compounds with unique properties and uses can be formed by substituting different elements and groups of elements into these simple structures. There is a whole complex naming system devoted to organic compounds but we will just look at a few elementary guidelines.

Hydrocarbons can be classified as being alkyl (containing chains) or aromatic (containing rings). There are three alkyl families that have similar naming guidelines. The alkyl families names differ based on the presence of additional bonds between C atoms. The back end of these names denotes which family they belong to.

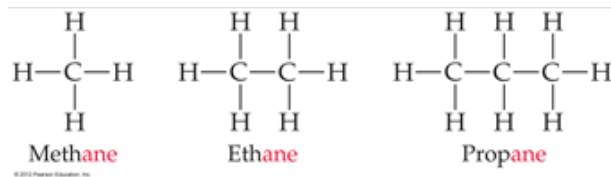
Alkanes contain only single C-C bonds

Alkenes contain a double bond between two carbon atoms

Alkynes contain a triple bond between C's



Naming within each of the alkyl families is then accomplished using the appropriate prefix to denote the number of carbons contained in the chain. The prefixes for the number of carbons are shown in the table below.



Prefix	# of carbons in chain
Meth-	1
eth-	2
prop-	3
but-	4
pent-	5
hex-	6
hept-	7
oct-	8
non-	9
dec-	10

1. What would the fourth member of the alkane family shown above be named? _____ How many carbons would this chain contain? _____ How many hydrogen atoms would be in this molecule? _____

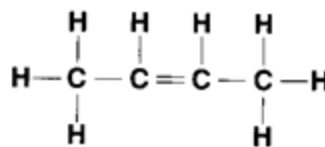
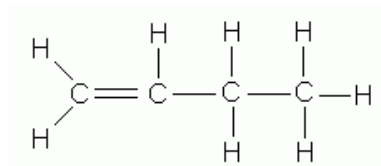
2. What would the first member of the **alkene** family be named? _____

3. Why can the compound methene not exist? _____

4. What is the second member of the **alkene** family named? _____

5. What about the third member? _____ Notice in this molecule there are different possible positions for the double bond location. Identification of the location of the double bond functional group within the molecule is done by numbering the carbons. To do so, start with the carbon closest to where the functional group is located. For example, here are two isomers of butene

1-Butene



2-Butene

6. Draw the structures for 1-pentene, 2-pentene

Complete the table below, fill in each box with the molecular formula and name for the first ten members of the three alkyl families:

7. Based on your completed table can you generate a generic formula for members of the alkene and alkyne families? [For example, the alkanes have the general formula C_nH_{2n+2}]

a) Alkene general formula _____

b) Alkyne general formula _____

8. What is the trend in number of hydrogens in a formula when:

a) Moving to the next member within an alkyl family? _____

b) When comparing members of similar families with the same number of carbons? _____

Alkane	Alkene	Alkyne
CH ₄ methane		
	C ₂ H ₄ ethene	
		C ₃ H ₄ propyne
	C ₄ H ₈ 1-butene	
C ₅ H ₁₂ pentane		
	C ₆ H ₁₂ 1-hexene	
		C ₇ H ₁₂ 1-heptyne
C ₈ H ₁₈ octane		
		C ₉ H ₁₆ 1-nonyne
C ₁₀ H ₂₂ decane		



**Northwestern
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*MEMO
Enrollment Services*

To: Dr. Nick Nissley, President
From: Todd Neibauer, VP for Student Services & Technologies Services
Date: September 11, 2020
Subject: Enrollment Report - Fall Semester 2020

Fall 2020

Our adjusted projections for the current fiscal year had predicted a 15% decline in contact hours. However, NMC's fall 2020 total enrollment is 3,278 students, which represents a head count decline of 8.5% and a decline in contact hours of 8.8% over fall 2019. We did see an increase of 18 returning transfer students over last year.

There was only a slight decrease of seven students enrolling from out of state which represents 5.2% of enrollment overall. Veterans, reservists, active duty or eligible family members make up 7.6% of the College's current enrollment.

The full Count Day Report is included with the board packet. It includes reports from the dashboard on enrollment broken down by demographics and by academic program as well a print out of community college enrollment from MCCSSA (Michigan Community College Student Services Association).

Statistics

(Resources: September 2, 2020 -Digital Dashboard – Count Day Comparisons, FA2017-2020)

	2017	2018	2019	2020
New Students Registered	1,654	1,592	1,539	1,391
Prior Admits Registered	43	27	27	33
Retained from Spring	1,967	1,850	1,796	1,668
Re-Admitted Students	288	257	221	187
Average Contact Hours	10.70	10.76	10.77	10.73
Total Headcount	3,952	3,726	3,581	3,278
Total Contact Hours	42,298	40,076	38,571	35,167
Tuition	7,569,340	7,398,664	7,227,356	6,601,822

Report Links

- [Academic Enrollment Report](#) ... Summary for the past six years

Registration

- [Report Day Status](#) ... Executive summary which includes inquiries, applications, financial aid, headcount, credit hours, contact/billing hours, and assessed tuition and fees
- [Credit Hours](#) ... Generated by departments
- [Contact Hours](#) ... Generated by departments
- [Student Demographics](#) ... Comparison of students registered by residency, financial need, age range, credit load, ethnicity, gender, student type, and count of residence
- [Program Analysis](#) ... Contact hours of students enrolled in specific programs
- [Projections Report](#) ... For upcoming semester

Admission and Recruiting Information

- [Applicant Demographics](#) ... New applicants showing residency, financial need, age range, ethnicity, gender, and student type
- [Admission Application Sources](#)
- [Prospect Demographics](#) ... by gender, age range, and county
- [Prospect Statistics](#) ... by program of study
- [Prospect Statistics](#) by High School
- [Source Analysis](#)

Fall 2020 Enrollment – Michigan Community Colleges

Community College	% change credit hours	% change headcount	Total credit hours	Total headcount
Alpena	-5.7	-4.2	14,040	1,450
Bay	1	-1	16,335	1,796
Delta	-10.8	-11.1	62,896	6,952
Glen Oaks	-12	-14	8,619	922
Gogebic	-5.9	-5.7	9,371	894
Grand Rapids	-7.9	-9.5	104,199	12,061
Henry Ford	-4.7	-8.4	105,692	11,531
Jackson	-17.5	-17.5	39,517	4,379
Kalamazoo Valley	-9	-10.3	41,615	4,785
Kellogg	-18	-22	29,178	4,307
Kirtland	-13.6	-16.7	8,836	953
Lake Michigan	-13.6	-13.1	25,255	2,815
Lansing	-14.7	-16.4	87,177	9,163
Macomb	-15	-17	150,140	16,242
Mid Michigan	-13.5	-11.2	28,172	3,326
Monroe County	-12	-12	19,240	2,312
Montcalm	-8	-7.4	11,101	1,415
Mott	-21.9	-17.6	51,724	6,291
Muskegon	-12.9	-13.5	30,849	3,457
North Central Michigan	-10.4	-20.5	14,642	1,683
Northwestern Michigan	-9.8	-8.5	30,612	3,278
Oakland	-3.6	-7.8	119,927	13,718
Schoolcraft College	-13.1	-13.6	72,977	8,158
Southwestern Michigan College	-15.7	-15.2	18,079	1,813
St. Clair County	-9.9	-8	30,993	3,349
Washtenaw	-4.2	-7.6	92,656	10,836
West Shore	1.4	-1.5	9,509	1,085



Northwestern
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MEMO

Administrative Services

To: Dr. Nick Nissley, President

From: Vicki Cook, Vice President of Finance and Administration

Date: September 14, 2020

Subject: Summary Report for the General Fund as of August 31, 2020

The attached reports summarize the financial results for the General Fund as of August 31, 2020. The first month represents 16.66% of the year.

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.

The general fund ended the month with revenue over expenses of \$71,670. Revenue decreased by 11% when comparing August 2020 to August 2019. The decrease is primarily due to Covid 19 related reductions in enrollment and fees. Expenses decreased by 11% when comparing August 2020 to August 2019 also primarily related to the Covid 19 impact.

Revenue (letters refer to the attached General Fund summary)

- A. Tuition and Fees revenue: Tuition and fees represent a 16% decrease from those of August 2019. For Summer 2020, the budget was set at 5,823 billing hours for budgeted revenue of \$1,140,215. Actual billing hours are at 5,617 hours for a total tuition revenue of \$1,047,006. Summer 2020 revenue is under budget by \$93,209. For Fall 2020, the budget was set at 33,145 billing hours for budgeted revenue of \$6,240,988. Actual billing hours are at 35,095 hours for a total tuition revenue of \$6,584,921. Fall 2020 revenue is over budget by \$343,933.
- B. Property Taxes: Tax revenue is recorded as payments are received. The overall increase for the fiscal year is expected to be 3% over the previous fiscal year.
- C. State Sources include budget appropriations, personal property tax payments and MPSERS retirement payments. State appropriations payments begin 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 to open unfilled positions and reduced adjunct contracts.
- H. Expenses are under budget at this time.
- I. Capital Outlay reflects expenditures budgeted through the allocation of COAT dollars.

Northwestern Michigan College

Unaudited



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

Summary Report for General Fund Accounts Fiscal Year 2021, Period 02

Funds	Accounts	2020-2021 Adjusted Budget	YTD Activity	% of Annual Budget
TOTAL GENERAL FUND				
50	Revenues			
	Tuition and Fees	20,271,034	3,185,042	15.71% A
	Property Taxes	11,485,363	1,548,675	13.48% B
	Other Local	0	0	*
	Local Sources	31,756,397	4,733,717	14.91%
	State Sources	8,543,730	0	0.00% C
	Federal Sources	524,000	0	0.00% D
	Private Sources	1,268,000	0	0.00% F
	Investment Income	274,000	28,165	10.28% E
	Other Sources	353,250	44,124	12.49% F
	Total Revenues	42,719,377	4,806,006	11.25%
60	Labor			
	Salaries & Wages	21,182,285	2,611,116	12.33% G
	Benefits	9,072,070	1,238,816	13.66% G
	Total Labor	30,254,355	3,849,932	12.73%
70	Expenses			
	Purchased Services	2,391,755	170,221	7.12% H
	Supplies & Materials	3,288,261	225,724	6.86% H
	Internal Services	104,020	1,429	1.37% H
	Other Expenses	1,705,773	172,484	10.11% H
	Institutional Expenses	1,726,924	108,092	6.26% H
	Maintenance & Renovation	1,778,289	176,237	9.91% H
	Prof Develop, Travel & Events	180,000	29,660	16.48% H
	Capital Outlay	50,000	557	1.11% I
	Total Expenses	11,225,022	884,404	7.88%
80	Transfers			
	Total Expenditures	41,479,377	4,734,336	11.41%
	Transfers	1,240,000	0	0.00%
	Total Transfers	1,240,000	0	0.00%
	Total Expenditures and Transfers	42,719,377	4,734,336	11.08%
	Net Revenues over (under) Expenditures	0	71,670	



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

INTERIM

This statement does not reflect year-end results.

	<u>YTD</u> <u>8/31/2020</u>	<u>YTD</u> <u>8/31/2019</u>	<u>\$ Diff</u>	<u>% Diff</u>	<u>Comments</u>
Revenue					
Local Sources:					
Tuition & Fees	\$ 3,185,042	\$ 3,771,341	\$ (586,299)	-16%	Decrease is due primarily to expected lower enrollments, associated fees, and lower EES revenue (all partially impacted by COVID-19); partially offset by higher flight fee revenue
Property Taxes	1,548,675	1,520,953	27,722	2%	Consistent with prior year
Total Local Sources	4,733,717	5,292,294	(558,577)	-11%	
State Sources	-	-	-	0%	Consistent with prior year
State PPT Reimbursement	-	-	-	0%	Consistent with prior year
Federal Sources	-	-	-	0%	Consistent with prior year
Private Sources	-	-	-	0%	Consistent with prior year
Investment Income	28,165	61,318	(33,153)	-54%	Higher interest/dividends recognized in FY20 than in FY21
Other Sources	44,124	38,846	5,278	14%	Primarily due to higher administrative fees from NJTP in FY21 due to higher payout activity in July and the closure of old contracts
Total Revenue	4,806,006	5,392,458	(586,452)	-11%	
Expenses					
Salaries and Wages	2,611,116	2,845,492	(234,376)	-8%	Savings recognized in decreased supplemental pay and vacation payout amounts in FY21 and timing of faculty pay
Benefits	1,238,816	1,214,079	24,737	2%	Consistent with prior year
Purchased Services	170,221	330,046	(159,825)	-48%	Primarily due to lower food services for GLMA cruises and miscellaneous savings in purchased services (primarily impacted by COVID); partially offset by higher audit fees in FY21 due to the timing of invoicing received for the annual audit
Supplies & Materials	225,724	317,208	(91,484)	-29%	Decrease is driven by lower fee related expenses for UAS classes, lower data/voice equipment expenses (large equipment purchases made for audio tech in FY20), timing of printing expenses, and timing of electronic resources expenses in FY21; partially offset by timing of postage payments into postal account
Internal Services	1,429	6,360	(4,931)	-78%	Primarily driven by lack of internal events on campus due to COVID
Other Expenses	172,484	183,646	(11,162)	-6%	Primarily related to lower recruiting/promotional expenses in FY21 along with other small decreases in other areas including non-professional development travel expenses and Native Tuition waivers; partially offset by higher equipment rentals from the GLMA tugboat lease in FY21
Institutional Expenses	108,092	139,060	(30,968)	-22%	Primarily due to the timing of invoices/payments in FY21 (timing of receipt of invoices slightly impacted by COVID closures and some potential savings from COVID closures on electric likely)
Maintenance & Renovation	176,237	205,378	(29,141)	-14%	Primarily due to lower software maintenance expenses due to timing of annual renewal invoices in FY21
Professional Development	29,660	95,594	(65,934)	-69%	Primarily due to reduction of professional development expenses due to cancellation of work-related travel during COVID closures and timing of membership renewals
Capital Outlay	557	5,950	(5,393)	3680%	Timing of COAT purchases
Total Expenses	4,734,336	5,342,813	(608,477)	-11%	
Transfers	-	-	-	0%	Consistent with prior year
Total Expenses & Transfers	4,734,336	5,342,813	(608,477)	-11%	
Net Revenue Over (Under) Expenses	\$ 71,670	\$ 49,645	\$ 22,025	44%	



Northwestern Michigan College
Comparison - Month Over Month
General Fund
Aug 2020 vs. July 2020

INTERIM

This statement does not reflect year-end results.

	YTD 8/31/2020	YTD 7/31/2020	Aug 20 Activity	July 20 Activity	Comments
Revenue					
Local Sources:					
Tuition & Fees	\$ 3,185,042	\$ 2,309,912	\$ 875,130	\$ 2,309,912	July higher for fall general fees and course fees. Also July had 4 weeks of summer tuition; August had 1 week of summer & 1 week of fall tuition
Property Taxes	1,548,675	465,345	1,083,330	465,345	Timing of tax collections received
Total Local Sources	4,733,717	2,775,257	1,958,460	2,775,257	
State Sources	-	-	-	-	- Consistent with prior month
State PPT Reimbursement	-	-	-	-	- Consistent with prior month
Federal Sources	-	-	-	-	- Consistent with prior month
Private Sources	-	-	-	-	- Consistent with prior month
Investment Income	28,165	27,070	1,095	27,070	Higher dividend activity from investments in July
Other Sources	44,124	26,197	17,927	26,197	Primarily driven by higher Lobdell's revenue and payment plan fees in July
Total Revenue	4,806,006	2,828,524	1,977,482	2,828,524	
Expenses					
Salaries and Wages	2,611,116	974,875	1,636,241	974,875	Faculty and adjuncts began in August; partially offset due to there being three pays in July
Benefits	1,238,816	533,773	705,043	533,773	Taxes and retirement related to fall faculty wages
Purchased Services	170,221	75,746	94,475	75,746	Primarily due to higher advertising/publicity expenses in August
Supplies & Materials	225,724	59,149	166,575	59,149	Higher fee related expenses, general supply expenses, and postage expenses in August
Internal Services	1,429	-	1,429	-	Higher internal purchase activity in August
Other Expenses	172,484	71,315	101,169	71,315	Primarily driven by timing of permit/licensing expenses (aviation) and non-professional development expenses in August along with higher financial fees incurred in August
Institutional Expenses	108,092	31,079	77,013	31,079	Timing of electricity and insurance payments in August
Maintenance & Renovation	176,237	68,901	107,336	68,901	Primarily due to higher equipment maintenance expenses (especially in aviation and GLMA) and slightly higher software maintenance expenses in August
Professional Development	29,660	7,293	22,367	7,293	Primarily driven by timing of membership expenses (higher in August)
Capital Outlay	557	-	557	-	\$557 McMaster-Carr (related to Engineering Tech machinery/equipment)
Total Expenses	4,734,336	1,822,131	2,912,205	1,822,131	
Transfers	-	-	-	-	- Consistent with prior month
Total Expenses & Transfers	4,734,336	1,822,131	2,912,205	1,822,131	
Net Revenue Over (Under) Expenses	\$ 71,670	\$ 1,006,393	\$ (934,723)	\$ 1,006,393	



**Northwestern
Michigan
College**

MEMO

Administrative Services

To: Dr. Nick Nissley, President

From: Vicki Cook, Vice President of Finance and Administration

Date: September 18, 2020

Subject: **FY 2022 Five Year Capital Outlay Plan**

This document provides an overview of the annual Five Year Capital Outlay Plan. The FY2022 Five Year Capital Outlay Plan will be submitted to the NMC Board of Trustees at their October 26, 2020 meeting. The Plan will include the information indicated below:

Overview (Executive Summary)

Section I – Mission Statement

Section II – Instructional Programming

- Appendix A Programs of Study (NMC Catalog)
- Appendix B Initiatives Impacting Facilities Usage
- Appendix C Socioeconomic Benefits

Section III – Staffing and Enrollment

- Appendix D Current Enrollment Report Fall 2020
- Appendix E Five Year Enrollment Patterns by Program
- Appendix F Faculty/Staff Headcount History
- Appendix G Class Size & Projected Class Size Needs - Course Efficiency Report

Section IV – Facility Assessment

- Appendix H Summary description of each facility (net to gross ratios)
- Appendix I Building and/or Classroom Utilization Rates
- Appendix J Functionality of Existing Structures (Space Allocation)
- Appendix K Replacement Value - Appraisal of Buildings
- Appendix L Map of Parking and Roads
- Appendix M Energy Audit Report
- Appendix N Land Inventory

Section V – Implementation Plan

Appendix O FCAP Schedule

In fall 2019, NMC submitted a project to renovate the Osterlin building for the Fiscal Year 2021 Capital Project. The State Department of Budget has notified Northwestern Michigan College that they will not be accepting major project requests for Fiscal Year 2022. Therefore, NMC will not submit a Capital Project but will submit all other statutorily required reports for our Five Year Plan.

Last year's submission of the Fiscal Year 2021 Five Year Capital Outlay Plan and Capital Project is available on Northwestern Michigan College's home page under Budget Transparency.



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: September 10, 2020

Subj: Foundation Update

Fund Raising – a “check” on FY21 goals

- FY21 overall dollars raised as follows:

\$ 666,537	Total received (including Annual Fund, pledges, and <i>documented planned gift intentions</i>) raised toward goal
+ \$ 86,760	Gross event revenue
\$753,297	Total of gifts + events (Goal: \$4,250,000)

Foundation Initiatives

- The Foundation offices will be moving to Suite 100 at the University Center campus within the next few months.
- Campaign Co-Chairs, Bruce Byl and Susie Janis, are actively working on efforts to secure major gifts as part of the Be What’s Possible Campaign for NMC.
- Direct mail solicitations have arrived in homes in the past week seeking support for the Fund for NMC. Please make your gifts and encourage others to do the same!

Meetings and Events for your calendars:

- The Foundation Finance & Audit Committee will meet via Zoom at 7:30am on Wednesday, September 21.
- The Foundation Board will meet via Zoom at 7:30am on Wednesday, September 28.





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MEMO

*Public Relations, Marketing,
and Communications*

To: Nick Nissley, President

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

Date: 9-16-20

Subject: August 2020 Monthly Report

Public relations, marketing and communications activities begin to increase mid-August with the return to campus for the fall semester. This year also included additional communication efforts related to student and employee safety during the COVID-19 pandemic. 45,000 supporters received the latest Nexus magazine in August highlighting the work of students, employees and alumni responding to the pandemic. Overall, we saw positive growth throughout media efforts with a few expected declines due to a shift in budget. The following is an overview of the work of Public Relations, Marketing and Communication for August 2020.

COVID-19 Communications

PRMC continues its COVID-19 phase 3 communication in collaboration with the reimagining and reopening committees, human resources, facilities and enrollment management and student services. Main areas of focus in August include preparing students and employees for a safe fall semester and responding and communicating new COVID positive cases on campus. We are also have made improvements to our [COVID-19 dashboard](#) to support our commitment to communication and transparency. Please visit nmc.edu/coronavirus for additional information.

Paid Media

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

NMC continues to see positive YOY growth 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 collaboration with other College wide efforts, is supported a better than projected trend for fall enrollment. While still smaller than our traditional student activity, we saw the largest percentage of growth in our adult learner campaigns. A note for next month, we will see an expected drop in paid activity as we

shifted our budget for a stronger and earlier push over summer months. We will ramp back up to align with the admissions push in late fall.

Outcomes:

- Display

	August '20	MOM	July '20	YOY	August '19
clicks	54,173	11% ↑	48,529	1,026% ↑	4,812
imprs.	5,794,089	28% ↑	4,512,977	617% ↑	807,958

- Ticker banner ads (10 total)
 - 351 clicks to new landing page
- Paid social
 - Two FB/IG campaigns (8/1-8/31)
 - 2,027 clicks to landing page
 - Web traffic (8/1-8/31)
 - [Traditional learner landing page](#) for paid campaigns
 - 34,573 visits/pageviews
 - 11% of all site traffic
 - It's driven:
 - 512 visits to the Admissions Schedule a Visit page
 - 510 to the NMC homepage
 - 451 to the Ellucian Recruit Page
 - 313 to the How To Apply for Financial Aid page
 - [Adult learner landing page](#) for paid campaigns
 - 20,906 clicks to landing page
 - 7% of all site traffic
 - It's driven:
 - 116 visits to the homepage
 - 44 to the main admissions page
 - 43 to the program page

Earned Media

Monthly recap of media coverage and sentiment

NMC was featured in 77 media mentions with an estimated publicity value of \$2,800 based on the Cision media monitoring system.

Media coverage stories that resulted in the most attention include:

- [Numbers Game: NMC Reduces Budget, Watches Enrollment](#) Traverse City Business News, August 2020 Issue
- [Good Wages, High Demand: Skilled Worker Shortage An Opportunity For Youth](#) Traverse City Business News, August 2020 Issue

- [Classes start at NMC](#) Record-Eagle, August 24
- [Northwestern Michigan College Aviation students prepare to head back into the cockpit](#) UpNorthLive, August 21
- [Northwestern Michigan College begins fall classes both in person and virtually](#) UpNorthLive, August 24

Media sentiment ranking for August (based on a Cision algorithm that ranks pre-assigned tone of keywords) shows 96.1% positive or neutral coverage. This is a slight decrease MOM (July, 97.6%) and increase YOY (2019, 91.6%). The results categorized as negative were COVID related.

Owned Media

Monthly published owned media

In August, PRMC distributed the latest Nexus magazine to approximately 45,000 readers. The twice yearly publication was delayed from its original publication date of July 2020 to pivot in response to the COVID-19 pandemic. The updated publication features success stories highlighting 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

Activity begins to pick up again mid August with the return to campus. MOM social media activity generally reflects that trend on the main college accounts. There was an expected decrease in some MOM metrics related to a decrease in paid social media advertising. We continue to see YOY growth and growth in organic metrics. Highest performing posts include the West Hall Innovation Center, incoming GLMA cadets, National Aviation Day, employee awards and T/S State of Michigan summer cruise.

Platform	Followers	Impressions	Engagement	Gender	Age	Region
Facebook	11,705 up 5.5% YOY	16.6% increase YOY	42.7%** decrease YOY	Fans 67% F 32% M	#1 25-34 (26.6%)	GT Region & Grand Rapids
	Up 0.3% MOM	Down 37.6%* MOM 	Up 43.7% MOM 	Reach 49%F 51%M	#2 35-44 (19.9%) #3 45-54 (19.4%)	
Instagram	2,398 up 27.8% YOY)	2.1% Decrease YOY	4.6% increase YOY 	61% F 39% M	#1 18-24 (31.6%)	GT Region & Grand Rapids
	Up 2.6% MOM	Down 34.5%* MOM	Up 22.5% MOM		#2 25-34 (29.8%) #3 35-44 (17.2%)	

*This reflects an increase in NMC's paid advertising on social media platforms. Organic impressions were up MOM.

** August 2019 had a post with higher than normal engagement.

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 ↑	62.2k ↑
Front St. Campus (Hawk Owl)	2-27-18	5.9k ↑	111k ↑
Great Lakes Campus (GLMA)	6-6-18	615 ↑	22K ↑

Northwestern Michigan College
BOARD OF TRUSTEES
Presidential Performance and Compensation Committee Minutes
September 10, 2020
Traverse City, MI 49686
Virtual Zoom Meeting ID: 94265950496

Committee Chair Chris Bott called the meeting to order at 1:03 p.m.

Members present: Chris Bott, Rachel Johnson, Jane McNabb

Members absent: None

Others present: Nick Nissley, Holly Gorton, Kyle Morrison, Lynne Moritz

Presidential Evaluation Process

The committee discussed the timeline details for the upcoming evaluation process and decided on the dates listed below.

- October 1—President submits evaluation reference materials (including self-evaluation) to Board of Trustees
- October 12—Trustees completed evaluation forms to be submitted to Chief of Staff
- October 26—Monthly Board meeting will include president’s evaluation

There was discussion regarding the evaluation materials being made public and that the evaluation session could be in a closed session at the October Board meeting by request of the president.

Status of Presidential Transition Process

President Nick Nissley provided an update on the three priorities set forth by the Board—build relationships, maintain momentum, and listen and learn. Nissley reviewed recent meetings held with donors to the college, and TCAPS Superintendent VanWagoner with whom he discussed plans to increase collaboration with TCAPS and TBAISD. Topics also included were a refresh of NMC’s approach to innovation, potential legislative support of community college Bachelor of Science in Nursing degrees, and a revisit of enrollment management plans. Nissley noted the Futures for Frontliners program unveiled on September 10 by Governor Gretchen Whitmer, which he believes will have a positive impact on NMC spring enrollment. The recent MCCA President’s Committee Meeting included an optimistic view of state appropriations for FY22.

President Nissley provided an update on the semester given the COVID-19 pandemic noting the great compliance with the mask mandate. Spring semester plans are underway and will be finalized by October 1, when registration for spring and summer 2021 semesters begins.

Other Discussion

Committee Chair Chris Bott discussed future meeting dates and proposed meeting every other month. With this change, the committee is next scheduled to meet on Thursday, November 12, 2020.

Public Comment—There was no public comment offered.

The meeting was adjourned at 1:23 p.m.

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

148 E. Front Street, Suite 203
Traverse City, MI 49685

Cell: (517) 449-6453
www.northernstrategies360.com

MEMO

To: Northwestern Michigan College Board of Trustees
Cc: Dr. Nick Nissley, Ed.D.
From: Gabe Schneider, Founder/Principal, Northern Strategies 360
Date: Wednesday, September 23, 2020
Re: **State/Federal Legislative Update**

State

FY21 State Budget

Today (9/23/20) the Michigan Legislature released a budget deal for Fiscal Year 2021 that is expected to pass the legislature today and is said to have the support of the Governor. Despite the dire forecast for the State's General Fund budget back in May, the FY21 Community College budget was essentially held harmless, with an overall budget increase of 2.6%. Specifically, the budget would hold performance-funding flat compared to FY20 levels and would provide a slight 0.3% increase for NMC. The budget would also provide an additional \$10 million for community college MPSERS obligations. Also, thankfully the legislature removed the tuition restraint language that had been included in the Governor's budget proposal.

In addition to performance and MPSERS funding, the budget agreement included \$35 million for the Michigan Reconnect Grant Program.

Community College Nursing Baccalaureate

In mid-August, Senator Aric Nesbitt introduced Senate Bill 1055, which would allow a community college to offer and confer a baccalaureate degree in nursing, something NMC strongly supports. This legislation was referred to the Senate Regulatory Reform Committee and a hearing was held on the bill on Tuesday, September 15. The committee heard testimony both for and against the bill including testimony in support from Jackson College, Lake Michigan College, Henry Ford Allegiance Health and Munson Healthcare and testimony opposed to the bill from the Michigan Association of State Universities and the Michigan Independent Colleges and Universities Association.

Arguments for the bill included:

- Increased access
- Increase affordability
- Access to a BSN in underserved/rural areas
- Value of the BSN from a patient outcome standpoint
- Lack of 4-year institutional partners willing/able to partner with a community college to offer a BSN
- Need for more BSN prepared nurses

Arguments against the bill included:

- Constitutionality of a community college offering any bachelors degrees (the argument would be that if a community college offers any bachelors degree they would then no longer qualify under the Michigan Constitution to be a community college and would have to convert to a university)
- There are already enough BSN programs around the state

- Wasteful spending to address no unmet need
- Increase in tuition prices and local taxation
- Oversupply of nurses
- Limited clinical placement sites

Actions

NMC submitted written testimony to the committee and shared this letter with our entire Northern Michigan Senate delegation (Senator Schmidt, Senator Stamas and Senator VanderWall). There was a second Regulatory Reform Committee meeting held on Tuesday, September 22, where additional testimony was heard and the committee reported out Senate Bill 1055 (Nesbitt), which would allow community colleges in Michigan to offer a bachelor of science in nursing (BSN) degree, in addition to the other baccalaureate degrees already authorized. Despite heavy lobbying from the universities and the independent colleges, the bill was reported by a vote of 6-2-1. MCCA staff are expecting a very quick vote on the Senate floor, especially with the Legislature finalizing the budget soon and recessing for the House to campaign. We are actively working to engage Senator Curt VanderWall and Senator Wayne Schmidt on this issue.

Inside Scoop

The word on the street is that Senate Majority Leader Mike Shirkey is pushing this legislation. Senator Shirkey has apparently indicated his willingness and interest to push the bill through the House and use his influence to pass it through the House and be signed by the Governor. In addition, the bill sponsor is also the Chair of the Senate Regulatory Reform Committee. Therefore we, along with the MCCA have deferred to Senator Nesbitt and Senator Shirkey on the strategy for advancing the bill. That is why we have not yet engaged in a robust advocacy effort, as it is believed that the Majority Leader and Chair Nesbitt have the votes to advance the bill through Committee and the Senate. We have also understood that the Majority Leader and Chair Nesbitt would engage their entire caucus on this bill.

Other State Legislative Items

In addition to the budget and nursing baccalaureate legislation, we continue to track and engage via the MCCA on several other state legislative matters. These include:

- **Liability Protection Bills (HB 6030-6032)**
 - Position: Support
 - Summary: Provides limited liability from lawsuits arising from COVID-19
 - Status: Reported out of House Judiciary Committee
 - Next Steps: Full House consideration then moves to Senate Committee. Governor position unknown.
- **Prisoner Pell Resolution (HR 234)**
 - Position: Support
 - Summary: Calls on Congress to repeal the federal ban on Pell grants for prison-based education.
 - Status: Reported out of House Education Committee
 - Next Steps: Full House consideration then moves to Senate Committee. Governor position unknown.
- **Broadband Expansion Act (HB 4288)**
 - Position: Support
 - Summary: Would provide for a statewide broadband program to expand access into currently un-served areas.
 - Status: Reported out of House Communications and Technology Committee
 - Next Steps: Full House consideration then moves to Senate Committee. Governor position anticipated to be support.

Federal

FY21 Budget

With the Fiscal Year 2020 ending on September 30, Congress has shifted their attention to avoiding a government shutdown in the midst of a pandemic. To date, the Senate has not moved any of its appropriations bills through committee, while the House passed 10 out of 12 appropriations bills in July. We expect that Congress will pass a Continuing Resolution, funding the federal government at FY20 levels through December 11th. This will maintain funding for the GLMA at the FY20 passed levels of \$1 million in direct payments but would not include any new funding for COVID related expenses that is contained in the House passed FY21 T-HUD appropriations bill.

**NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
MINUTES
Monday, August 24, 2020**

Virtual Zoom Webinar ID: 935 1577 4555

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, Rachel A. Johnson, Jane T. McNabb, Kennard R. Weaver

Trustees absent: K. Ross Childs, Michael Estes

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

REVIEW OF AGENDA—The agenda was accepted as presented.

REPORTS

Faculty Report—Intersection: interests, talents and education meet creating vs. doing for a living—Susan Odgers, Social Science Adjunct Faculty, presented an overview of the Social Sciences course of Human Sexuality. Odgers introduced Periwinkle Kietzman, a former student, and described a writing assignment based upon selecting a piece of art at the Denos Museum Center. Peri spoke to the Board about her perspective on humanity and sexuality in society and why she feels discussions on sexuality are required for the betterment of society and how those conversations can start or be supported within colleges. The Board thanked Peri for her important and sensitive topic and asked for her speech in text form. Peri credited Susan for supporting her students to be able to talk about this topic with confidence.

COVID-19 Update—President Nick Nissley referred to the report included in the meeting materials. He discussed the beginning of the fall semester as 200 students moved into dorms the previous weekend. Nissley witnessed firsthand the move-in, and welcome weekend activities, and added he was very impressed with the well thought out, safe process and adherence by students and family members. He thanked faculty and staff who worked to ensure a safe reopening of fall semester. Campus is in stage 2 of NMC's reopening plan, which Nissley highlighted some specifics of, including the numbers and percentages of course formats. The college is developing a decision trigger plan and is posting communication updates to the NMC website.

Enrollment Report—Todd Neibauer, Vice President for Student Services and Technology, provided the enrollment update. Neibauer highlighted current enrollment numbers and welcome week activities. Spring enrollment work will begin soon with the registration date advanced by three weeks to October 1 to provide more time to process students as they enroll.

Financial Report—Vicki Cook, Vice President of Finance and Administration, reviewed the financial report for the period ending July 31, 2020. Our enrollment is looking better than projected,

but more accurate numbers will be reported following the drops and adds period. Cook reviewed various loss revenue that may need to be covered by reserves before yearend, which she will report back on in September.

Foundation Report—Rebecca Teahen, Associate Vice President for Resource Development and Executive Director of Foundation, provided the Foundation Report for FY21 goals. Teahen is optimistic coming into the homestretch of the campaign. She noted that 234 golfers and over 120 sponsors supported the Scholarship Open golf outing earlier that month, which was very successful in this year’s environment where they used safe distancing protocols.

PRMC Report—Diana Fairbanks, Executive Director of Public Relations, Marketing, and Communications stated July was typically a slower month for PR and Communications, but this year had much more activity related to COVID-19 communications. PRMC is working on updates to the COVID dashboard. Fairbanks shared that the Nexus was being mailed and expected to hit mailboxes that week, with many great stories.

Presidential Performance and Compensation Committee Report—Committee Chair Chris Bott provided a report on the work of the Board Presidential Performance and Compensation Committee. The evaluation format has been developed to evaluate Nick on three charges of the Board and has been included in the materials and action items later in the agenda. Bott reviewed the evaluation timeline and confirmed that the informal evaluation planned for June is now planned for October. A timeline is also being developed to prepare for strategic planning in 2021.

Building and Site Committee—Vice President for Finance and Administration Vicki Cook provided an update on the West Hall Innovation Center in the absence of Committee Chair Ross Childs. The building is completely open now that food service is in operation. Cook invited people to stop in and noted the rooms are mapped out for social distancing. A virtual ribbon cutting is planned for September 18. Security is located inside the west entrance of the building. The building is accessible 24/7, with security allowing student entry after 10:00 p.m. when the building is locked.

Legislative Issues Report—President Nick Nissley referenced the Legislative Update in the Board materials and called attention to three items. First, the FY21 state budget shortfall detail is unknown, until after that day’s revenue estimating conference. Second, there was speculation of Michigan Senate Majority Leader Shirkey pursuing a bill to allow community colleges to offer Bachelor of Science in Nursing degrees. Third, Nissley noted he participated in a meeting with Governor Whitmer and other Traverse City area entities to report out on the preparations of fall reopening plans and received accolades for the preparation done to date. Another check-in meeting with the governor’s office is planned for mid-September.

PUBLIC INPUT—There was no public input offered.

UPDATES

President’s Update—NMC’s Virtual August Opening Conference took place on August 17 with over 225 attendees. Nissley publicly thanked Chris Bott for his service and dedication to the college as he received a 5-year service award, which was included in the service award portion of the conference. As fall semester had begun, a majority of courses were being offered remotely, with

about 15% of courses meeting on campus with strict protocols. Nissley participated in many student welcome events over the past week. He offered congratulations to two NMC employees, Lindsey Dickinson and John Lutchko, who were recognized in the Traverse City Business News' 40 Under 40. Per changes to Federal Title IX regulations, NMC is revising processes and policies to comply with the new requirement to have a live hearing to resolve investigations. Lastly, a memorandum of understanding with Michigan Technological University for a collaboration on Great Lakes research is being developed; Nissley hopes to share more details next month. Chair Chris Bott requested any future Title IX trainings offered to college employees also be shared with trustees.

Board Chair Update—Chair Chris Bott addressed the issue of moving back to in-person meetings in the future. He referenced current Executive Orders from the Governor's Office and state, indicating that while in-person meetings can be explored, the overall safety of campus and compliance to state and campus regulations must be considered in the decision. Trustees also discussed consideration of technology and staffing challenges, noting that virtual meetings were actually increasing public access. Vice President Vicki Cook will work with legal counsel to review options within compliance to current Executive Orders.

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

- Minutes of the July 20, 2020, regular and closed meetings

ACTION ITEMS

Presidential Evaluation Process—A motion was made by Kennard Weaver, seconded by Doug Bishop, to approve the presidential evaluation process and format as recommended by the Presidential Performance and Compensation Committee. The motion passed with a unanimous vote.

MDOT Cost Agreement—Janie McNabb made a motion, seconded by Rachel Johnson, authorizing administration to pay \$252 dollars or 25% of the annual cost of maintenance of the signal light at the NW corner of Barlow and Front Street to the Michigan Department of Transportation (MDOT) funded by the General Fund. The motion passed with a unanimous vote.

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 6:52 p.m.

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

SIGNED _____

Chris M. Bott, Chair

ATTESTED _____

Rachel A. Johnson, Vice-Chair



Northwestern
Michigan
College

MEMO

Office of Research, Planning and Effectiveness

To: Dr. Nick Nissley, President

From: Joy Goodchild, Executive Director of Research, Planning, & Effectiveness

Subject: NMC Local Strategic Value Resolution

Date: September 11, 2020

NMC must satisfy four of the five best practices in three different categories related to local strategic value in order to receive our portion of performance funding appropriation from the State of Michigan for fiscal year 2021. As such, we must demonstrate compliance by means of a Board of Trustees resolution certifying that we have met these requirements. In the attached resolution, NMC has provided specifics as to how we meet each best practice measure.

We request that the NMC Board of Trustees review and approve our Local Strategic Value resolution. NMC not only meets, but also exceeds the best practice standards required by the appropriations law, as the following table demonstrates.

Community Colleges Local Strategic Value Template

Please use this table as a method to **briefly** detail what your community college is doing to meet the best practices in each category. Each category is worth one-third of the total amount available for your institution. Your institution must meet 4 out of 5 best practices in a category to receive funding associated with that category.

Best Practices by Category	Examples of Adherence
Category A: Economic Development and Business or Industry Partnerships (must meet 4 of 5)	
(i) The community college has active partnerships with local employers including hospitals and health care providers.	<i>Health Education Institute (HEI)</i> with Munson Medical Center through which NMC partners in nursing degree education (clinical site for ADN and PN student rotations), accredited surgical technology degree education (financial support and clinical site for AAS student labs), biomedical technologist associate's degree, community education specifically

	<p>related to wellness and nutrition programs (joint listing in Extended Education Catalog), consultation regarding specialized needs for technical training such as CNA's, phlebotomists, and medical coders. Through NMC University Center, supporting GVSU's Masters in Physician Assistant degree program.</p>
<p>(ii) The community college provides customized on-site training for area companies, employees, or both.</p>	<p>NMC provides customized training for area companies in collaboration with Michigan Manufacturing Technology Center (MMTC), and in conjunction with workforce programming of our Extended Educational Services. NMC is active in the Michigan New Jobs Training program ensuring training and employee development resources across economic sectors.</p>
<p>(iii) The community college supports entrepreneurship through a small business assistance center or other training or consulting activities targeted toward small businesses.</p>	<p>NMC facilitates meeting and consulting resources targeted at small business support. In September 2017, NMC and Networks Northwest entered into an agreement supporting the implementation of the Workforce Innovation and Opportunity Act (WIOA). Since 2018, coordination with the Small Business Development Center (SBDC) has increased to improve access to technical resources for small business development, particularly in areas of applied technology support.</p>
<p>(iv) The community college supports technological advancement through industry partnerships, incubation activities, or operation of a Michigan technical education center or other advanced technology center.</p>	<p>NMC Aero-Park campus emphasizes automotive technology, engineering technologies, manufacturing, renewable energy, construction technology, PLC certificate training, robotics and unmanned systems, and associate and bachelor's level marine technology remotely operated vehicles, acoustical sonar training, and a new associate's degree in surveying technology. In addition to state-of-the-art technical laboratories (supported through CC-STEP grant funding), students also can access Maker's Space and open lab facilities designed to foster independent experimentation and mentored business development networks. The</p>

	Great Lakes Water Studies Institute is the only academic institution, world-wide, offering international credentialing from the Association of Diving Contractors International (ADCI). Industry specific advanced professional development leverages NMC's state-of-the-art technical resources, including advanced simulation training for welding, unmanned aerial systems, IT.
(v) The community college has active partnerships with local or regional workforce and economic development agencies.	NMC has a long-standing collaboration with Networks Northwest as part of the Regional Prosperity network, is a partner with MMTC, and similar agencies. NMC is also a founding member of the Traverse Area Chamber of Commerce, Chamber EDC, and regional, state, and national organizations supporting workforce and economic development in the region. NMC is a regional host for MI Lean Manufacturing Summit.
Category B: Educational Partnerships (must meet 4 of 5)	
(i) The community college has active partnerships with regional high schools, intermediate school districts, and career-tech centers to provide instruction through dual enrollment, concurrent enrollment, direct credit, middle college, or academy programs.	NMC actively engages local educational entities to provide early college programming. Additionally, NMC has a strong dual enrollment program for high school students and direct credit opportunities. NMC has expanded articulation agreements for programs such as pilot training (Cheboygan ISD) and Computer Information Technology (Elk Rapids Schools, Traverse City St. Francis High School), manufacturing technology (Wexford-Missaukee ISD).
(ii) The community college hosts, sponsors, or participates in enrichment programs for area K-12 students, such as college days, summer or after-school programming, or science Olympiad.	NMC's Extended Educational Services (EES) provides the <i>College for Kids</i> catalog, featuring week-long courses for over 1,800 K-12 students during the summer, and offerings during the academic year. Working with Traverse City Area Public Schools, TBA Intermediate School District, private and charter schools, NMC supports multiple activities that introduce K-12 students to higher education opportunities such as national robotics and unmanned aerial systems (UAS) competitions. -
(iii) The community college provides, supports, or participates in programming to promote successful transitions to college for traditional age students,	NMC Learning Services assists in providing college placement testing in the high schools to inform students of readiness. NMC promotes continued

including grant programs such as talent search, upward bound, or other activities to promote college readiness in area high schools and community centers.	pursuit of higher education through its Commitment Scholarship directed at first generation students in ninth grade.
(iv) The community college provides, supports, or participates in programming to promote successful transitions to college for new or reentering adult students, such as adult basic education, GED preparation and testing, or recruiting, advising, or orientation activities specific to adults.	Through collaboration with Michigan Works!, NMC offers activities specifically designed for new and returning adult learners. Examples of expanded services are the testing prep and certified testing services through the NMC Student Success center and the Pro-metric testing center located at the Parson-Stulen building, Aero-Park Campus. We also offer employment readiness services in conjunction with Michigan Works!
(v) The community college has active partnerships with regional 4-year colleges and universities to promote successful transfer, such as articulation, 2+2, or reverse transfer agreements or operation of a university center.	NMC and Michigan Technological University entered into seven engineering 2 + 2 agreements that enable NMC students to enroll at MTU as true juniors after two full years of coursework at NMC. At NMC's University Center, the community has access to education opportunities beyond the Associate level in undergraduate and graduate level degree programs offered by eight university partners. Over 30 bachelor's completion, master's, and professional post-associate certificates are available at the Cass Rd. Campus. Through the University Center, specific 3+1 programs have been developed by partner institutions in response to regional needs such as in Aviation and Nursing (Davenport University), Water and Sustainability (Western Michigan University), in addition to extensive articulation agreements across the disciplines.
Category C: Community Services (must meet 4 of 5)	
(i) The community college provides continuing education programming for leisure, wellness, personal enrichment, or professional development.	Broad range of courses offered through the NMC Extended Education Services (EES) catalog. This is distributed quarterly to over 40,000 households with special sections on wellness, leisure, personal enrichment, etc. A special section includes opportunities designed for community members over 50 (Life Academy). EES partners with regional Aging Councils in the delivery of select learning options in Benzie, Antrim, and Kalkaska counties.

<p>(ii) The community college operates or sponsors opportunities for community members to engage in activities that promote leisure, wellness, cultural or personal enrichment such as community sports teams, theater or musical ensembles, or artist guilds.</p>	<p>Arts and Cultural enrichment programs are a specialty in the EES catalog. Of note: community choirs and bands; broad menu of physical fitness and exercise clubs, activities-targeted through age groups; extended cultural trip opportunities for theater, opera, and symphony experiences.</p>
<p>(iii) The community college operates public facilities to promote cultural, educational, or personal enrichment for community members, such as libraries, computer labs, performing arts centers, museums, art galleries, or television or radio stations.</p>	<p>Community has access to WNMC 90.7 FM, NMC's public radio station; community observation nights for the Rogers Astronomical Observatory; senior discounts at the Denno Museum Center.</p>
<p>(iv) The community college operates public facilities to promote leisure or wellness activities for community members, including gymnasiums, athletic fields, tennis courts, fitness centers, hiking or biking trails, or natural areas.</p>	<p>EES catalog provides a number of short-format courses under the "Naturalist Certificate," with emphasis in outdoor and recreation pursuits; we partner with local business to provide options that share facilities for specialized activities</p>
<p>(v) The community college promotes, sponsors, or hosts community service activities for students, staff, or community members.</p>	<p>NMC offers many opportunities for community service through student service learning programs, community outreach projects (including the Commitment Scholars program, Student Government Association sponsored activities.</p>



*Lifelong &
Professional Learning*

To: Dr. Nick Nissley, President
 From: Marguerite Cotto, VP
 Date: September 21, 2020
 Subject: MNJTP – New and Amended Agreements for Board Approval

Recommendation

New agreement:

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

- RJC, Inc: 20 new positions proposed; training will focus on plastics molding. Agreement through 2030.

Agreement amendment:

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

- RJG, Inc: Second amendment of existing agreement extended through 2021.
- Britten, Inc: Amendment extending agreement through 2024.
- Cherry Republic, Inc: Amendment extending agreement through 2021.

Observations on the program

As area employers evaluate economic conditions as these related to projected new positions, amendments to existing NJTP indicate a readjustment from a high of 1,100 to the current projection of 999. These are jobs meeting the Department of Treasury criteria of 175% above minimum wage.

With this extension:

- Total new jobs qualified under all agreements are projected at 999.
- Training expenditures are now valued at \$7.4 million dollars to the region, delivered through 2030.

Thank you.

Michigan New Jobs Training Program -- Board Summary

Company: **RJG Inc.**
 3111 Park Drive; Traverse City, Michigan 49686

Type of Agreement: Ten-Year Agreement

Existing Jobs: 89

Net New Jobs to be Created: 20

People to be Trained: 15

Approximate Start Date: 09/28/20

Approximate End Date: 09/27/30

Budget Analysis:

Revenues

Estimated State Withholding

Estimated Expenses

MCCA Administration Costs (1%)

College Administration Costs (14%)

Total Estimated Training Budget

Funding Vehicle:

Pay-As-You-Go Agreement

Recommendation:

Agreement Approval

Original Award 09/28/20 \$ 352,755

\$ 3,067
\$ 42,944
\$ 306,743

Michigan New Jobs Training Program -- Board Summary

Company:

Britten Inc.

2322 Cass Road; Traverse City, MI 49686

Type of Agreement:

Five-Year Agreement

Existing Jobs:

0

Net New Jobs to be Created:

100

People to be Trained:

20

Approximate Start Date:

07/01/19

Approximate End Date:

05/19/24

Budget Analysis:

Revenues

Estimated State Withholding

Original Award 05/20/19	Amendment 09/28/20
\$ 100,000	\$ 217,232.74
<u>Estimated Expenses</u>	
MCCA Administration Costs (1%)	\$ 870 \$ 1,888.99
College Administration Costs (14%)	\$ 12,174 \$ 26,445.72
Total Estimated Training Budget	\$ 86,957 \$ 188,898.03

Estimated Expenses

MCCA Administration Costs (1%)

College Administration Costs (14%)

Total Estimated Training Budget

Funding Vehicle:

Pay-As-You-Go Agreement

Michigan New Jobs Training Program Board Summary

Company Name: **Cherry Republic**

Company Classification: 311421

Agreement Type: Seven-Year Agreement

Company Overview:

Cherry Republic is the world's largest exclusive retailer of cherry products. It was founded 23 years ago by Bob Sutherland to help the cherry farms in northern Michigan keep their farms during a time when pressure from development was encroaching. He started Cherry Republic by selling t-shirts that read, "Life, Liberty, Beaches, and Pie," out of the trunk of his car. It has been successful in creating a memorable brand that brings to life the "Up North" experience and celebrates the bounty of the region's cherry harvest in fun and innovative ways. Cherry Republic is headquartered in Glen Arbor, the heart of cherry country on Michigan's Leelanau Peninsula. Cherry Republic sells over 150 gourmet cherry products (not counting the fine quality wines the cherries also produce) through four company-owned retail store locations, a well-developed catalog and internet business, independent retailers, and gift shows across the country.

Existing Jobs: 31

Net New Jobs: 10

People to be Trained: 10

Appx. Start Date: 05/01/13

Appx. End Date: 04/21/20

Budget Analysis:

Revenues

Estimated State Withholding

Estimated Expenses

MCCA Administration Costs (1%)

College Administration Costs (14%)

Total Estimated Training Budget

	Original Award 04/22/13	Amendment 1 06/24/19	Amendment 2 03/13/20	Amendment 3 09/28/20
	\$ 150,000	\$ 180,000		\$ 185,011.41
	\$ 1,304	\$ 1,565		\$ 1,608.79
	\$ 18,261	\$ 21,913		\$ 22,523.13
	\$ 130,435	\$ 156,522		\$ 160,879.49

Michigan New Jobs Training Program -- Board Summary

Company:

RJG Inc.

3111 Park Drive; Traverse City, MI 49686

Company Classification:

334513 -- Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables

Type of Agreement:

Five-Year Agreement

Company Overview:

RJG Inc. is a recognized international leader in injection molding training, technology, and resources. The RJG eDART System revolutionized the industry by providing standardized parts processing and advanced diagnostic tools. A full complement of related products--sensors, installation kits, software modules, and more--makes RJG an important supplier for companies looking to improve product quality and consistency while optimizing efficiency and performance.

Existing Jobs:

71

Net New Jobs to be Created:

8

People to be Trained:

8

Approximate Start Date:

07/01/16

Approximate End Date:

04/30/21

Budget Analysis:

Revenues

Estimated State Withholding

Estimated Expenses

MCCA Administration Costs (1%)

College Administration Costs (14%)

Total Estimated Training Budget

Funding Vehicle:

Pay-As-You-Go Agreement

	Original Agreement	Amendment 05/20/19	Amendment 09/28/20
Estimated State Withholding	\$ 100,000	\$ 120,000	\$ 145,000
<u>Estimated Expenses</u>			
MCCA Administration Costs (1%)	\$ 870	\$ 1,043	\$ 1,261
College Administration Costs (14%)	\$ 12,174	\$ 14,609	\$ 17,652
Total Estimated Training Budget	\$ 86,956	\$ 104,348	\$ 126,087

MICHIGAN NEW JOBS TRAINING AGREEMENT

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
lrollin@nmc.edu
 231-995-2005

2. “Employer” means RJG Inc. of Traverse City, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Carrie Serrano
 Accounting and HR Assistant
 RJG Inc.
 3111 Park Drive
 Traverse City, MI 49686
Federal ID: 38-2888955

3. The Employer certifies that the number of jobs on its payroll in Michigan as of June 11, 2020, the date of the Preliminary Agreement, was 87 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 89.
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 September 28, 2020.
6. The term of this Agreement shall be ten years, expiring September 27, 2030, 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	\$ 306,743
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 46,012
	TOTAL	\$ 352,755

Final Costs

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

Acknowledged this 28th day of September 2020.

Stephanie Primeau, Executive Assistant
RJG Inc.

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	20 @ \$16.89+
B.	Expected date by which new jobs will be filled:	01/01/25
C.	Estimated costs of training:	\$ 306,743
D.	Expected begin date:	09/28/20
E.	Expected end date:	09/27/30

II. Description of Training

- Master Molder
- Systematic Molding
- Math for Molders
- Part Design for Injection Molding
- Decoupled Molding
- Injection Molding Essentials

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	\$8,300,118	\$ 35,275	\$ 35,275
2	\$8,300,118	\$35,275	\$ 70,551
3	\$8,300,118	\$ 35,275	\$105,826
4	\$8,300,118	\$ 35,275	\$141,102
5	\$8,300,118	\$ 35,275	\$176,377
6	\$8,300,118	\$ 35,275	\$211,653
7	\$8,300,118	\$ 35,275	\$246,928
8	\$8,300,118	\$ 35,275	\$282,204
9	\$8,300,118	\$ 35,275	\$317,479
10	\$8,300,118	\$ 35,275	\$352,755

Note: Although the term of this Agreement is ten 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.

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: September 28, 2020

RJG, INC.

Name: _____
Stephanie Primeau

Title: Executive Assistant

Date: September 28, 2020

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-136; Amendment No. 2

PART I

This amendment between Northwestern Michigan College and RJG, Inc., dated September 28, 2020, amends the previous Agreement dated May 20, 2019. This Agreement increases the budget from \$120,000 to \$145,000.

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
1701 East Front Street
Traverse City, MI 49686
lrollin@nmc.edu
231-995-2005

2. “Employer” means RJG Inc. of Traverse City, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Carrie Serrano
Accounting and HR Assistant
RJG Inc.
3111 Park Drive
Traverse City, MI 49686
Federal ID: 38-2888955

3. The Employer certifies that the number of jobs on its payroll in Michigan as of April 11, 2016, the date of the Preliminary Agreement, was 71 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 71.
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 May 23, 2016 (the “Effective Date”).
6. The term of this Agreement shall be five (5) years, expiring May 22, 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	\$ 126,087
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 18,913
	TOTAL	\$ 145,000

Final Costs

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

Acknowledged this 28th day of September 2020.

Stephanie Primeau, Executive Assistant
RJG Inc.

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	8 @ \$14.88 or higher
B.	Expected date by which new jobs will be filled:	04/11/19
C.	Estimated costs of training:	\$126,087
D.	Expected begin date:	07/01/16
E.	Expected end date:	04/30/21

II. Description of Training

- Systematic Molding
- Master Molder I
- Master Molder II
- Train-the-Trainer
- Sales Logix
- Database Software
- Inventory, Purchasing, and Order Process Software

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	\$ 682,353	\$ 29,000	\$ 29,000
2	\$ 682,353	\$ 29,000	\$ 58,000
3	\$ 682,353	\$ 29,000	\$ 87,000
4	\$ 682,353	\$ 29,000	\$ 116,000
5	\$ 682,353	\$ 29,000	\$ 145,000

Note: Although the term of this Agreement is five (5) 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.

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: September 28, 2020

RJG INC.

Name: _____
Stephanie Primeau

Title: Executive Assistant

Date: September 28, 2020

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-237; Amendment No. 1

PART I

This amendment between Northwestern Michigan College and Britten Inc., dated September 28, 2020, amends the previous Agreement dated May 20, 2019. This Agreement increases the budget from \$100,000 to \$217,232.74.

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
1701 East Front Street
Traverse City, MI 49686
lrollin@nmc.edu
231-995-2005

2. “Employer” means Britten Inc. of Traverse City, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Danielle Willson
HR Generalist
Britten Inc.
2322 Cass Road
Traverse City, MI 49686

3. The Employer certifies that the number of jobs on its payroll in Michigan as of December 26, 2018, the date of the Preliminary Agreement, was zero 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 zero.
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 May 20, 2019.
6. The term of this Agreement shall be five (5) years, expiring May 19, 2024, 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	\$188,898.03
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 28,334.71
	TOTAL	\$217,232.74

Final Costs

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

Acknowledged this 28th day of September 2020.

Danielle Willson, HR Generalist
Britten Inc.

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	100
B.	Expected date by which new jobs will be filled:	02/01/19
C.	Estimated costs of training:	\$188,898.03
D.	Expected begin date:	07/01/19
E.	Expected end date:	05/19/24

II. Description of Training

- Leadership Skills
- Lean/Quality
- Trade Skills

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	\$1,022,272	\$ 43,447	\$ 43,447
2	\$1,022,272	\$ 43,447	\$ 86,894
3	\$1,022,272	\$ 43,447	\$130,341
4	\$1,022,272	\$ 43,447	\$173,788
5	\$1,022,272	\$ 43,447	\$217,233

Note: Although the term of this Agreement is five (5) 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.

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: September 28, 2020

BRITTEN INC.

Name: _____
Danielle Willson

Title: HR Generalist

Date: September 28, 2020

MICHIGAN NEW JOBS TRAINING AGREEMENT
NJTP-052; Amendment No. 3
PART I

This amendment between Northwestern Michigan College and Cherry Republic dated September 28, 2020, amends the previous agreement dated March 13, 2020. This Agreement increases the budget from \$180,000.00 to \$185,011.41.

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
 1701 East Front Street
 Traverse City, MI 49686
lrollin@nmc.edu
 231-995-2005

2. “Employer” means Cherry Republic of Glen Arbor, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Lisa Gomez
 Payroll and Benefits Administrator
 Cherry Republic
 PO Box 677
 Glen Arbor, MI 49636
Federal ID: 38-2933781

3. The Employer certifies that the number of jobs on its payroll in Michigan as of January 7, 2013, the date of the Preliminary Agreement, was 29 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 31. Two positions remain open as of the date of the Preliminary Agreement.
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 April 22, 2013 (the “Effective Date”).
6. The term of this Agreement shall be eight (8) years, expiring April 21, 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	\$ 160,879.49
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 24,131.92
	TOTAL	\$ 185,011.41

Final Costs

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

Acknowledged this 28th day of September 2020.

Todd Ciolek, Chief Executive Officer
Cherry Republic

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	10
B.	Expected date by which new jobs will be filled:	12/31/13
C.	Estimated costs of training:	\$160,879
D.	Expected begin date:	05/01/13
E.	Expected end date:	04/21/21

II. Description of Training

- Service Training Development
- Train-the-Trainer
- ERP
- Machine – Production Line Filler
- Machine – Production Line Caper
- Marketing: Web Design for Magento
- Marketing: Web Development
- Bakery Development
- Human Resource Certification
- Lean Champion
- Leadership Skills
- HACCP
- Hoshin Planning
- Innovation Planning

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	\$ 621,887	\$ 26,430	\$ 26,430
2	\$ 621,887	\$ 26,430	\$ 52,860
3	\$ 621,887	\$ 26,430	\$ 79,290
4	\$ 621,887	\$ 26,430	\$ 105,720
5	\$ 621,887	\$ 26,430	\$ 132,150
6	\$ 621,887	\$ 26,430	\$ 158,580
7	\$ 621,887	\$ 26,430	\$ 185,011

Note: Although the term of this Agreement is eight (8) 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: September 28, 2020

CHERRY REPUBLIC

Name: _____
Todd Ciolek

Title: Chief Executive Officer

Date: September 28, 2020

