



Northwestern
Michigan
College

Board of Trustees

www.nmc.edu/trustees

Northwestern Michigan College provides lifelong learning opportunities to our communities.

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

Meeting Agenda

Monday, June 28, 2021

West Hall Innovation Center, Room 106/107

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
- E. Budget Hearing—including the proposed property tax millage rate
Recommend that the regular meeting be closed and the budget hearing opened (***Roll Call Vote***)
 - 1. FY22 Budget Review—*Troy Kierczynski, Interim Vice President of Finance and Administration*
 - 2. Public Comment
 - 3. Adjournment

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.)

- F. Faculty Report—No Report—*Scheduled presenter unavailable*
- G. Enrollment Report—*Todd Neibauer, Vice President for Student Services and Technologies*
- H. Financial Report—*Troy Kierczynski, Interim 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—*Written report provided in packet*
- K. Strategic Planning Report—*Stephen Siciliano, Vice President for Educational Services*
- L. Executive Committee Report—*Chris Bott, Committee Chair*
- M. Legislative Issues Report—*President Nick Nissley*

III. PUBLIC INPUT

IV. UPDATES

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



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V. DISCUSSION ITEMS

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

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

Recommend that the following items be approved:

- P. Minutes of the May 24, 2021, regular and closed meetings
- Q. Minutes of the June 9, 2021, special meeting

VII. ACTION ITEMS

R. Certification of Taxes (Pursuant to Policy A-106.00 Finance)

Recommend adoption of resolutions to authorize the millage rate of 2.09 mills be levied for operation purposes for the FY22.

S. Adoption of Budgets (Pursuant to Policy A-106.00 Finance)

Recommend adoption of budget resolutions and budgets based on the following tuition and fee rates for the FY22 as presented.

General Tuition – 3% change

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$ 109.00	\$ 112.00	\$3.00	\$72.00
Out of District	\$ 227.00	\$ 234.00	\$7.00	\$168.00
Out of State	\$ 296.00	\$ 305.00	\$9.00	\$216.00
International	\$ 334.00	\$ 344.00	\$10.00	\$240.00

*Based on 24 contact hours in an academic year; excludes the impact of eliminating the flexible learning online (F.L.O.) fee, a \$20 per online contact hour fee. Eliminating the online fee will result in net savings for many students, depending on their online course load.

Tier I – 3% change

Automotive, Audio Technology, Construction Technology, Dental Assistant, Nursing, Surgical Technology, and Surveying

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$131.00	\$135.00	\$4.00	\$96.00
Out of District	\$261.00	\$269.00	\$8.00	\$192.00
Out of State	\$338.00	\$348.00	\$10.00	\$240.00
International	\$381.00	\$393.00	\$12.00	\$288.00



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Tier II – no change

Culinary

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$156.00	\$156.00	\$0.00	\$0.00
Out of District	\$300.00	\$300.00	\$0.00	\$0.00
Out of State	\$400.00	\$400.00	\$0.00	\$0.00
International	\$452.00	\$452.00	\$0.00	\$0.00

Tier III – 3% change

Maritime and 300+ Level Courses

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$445.00	\$458.00	\$13.00	\$312.00
Out of District	\$445.00	\$458.00	\$13.00	\$312.00
Out of State	\$445.00	\$458.00	\$13.00	\$312.00
International	\$488.00	\$503.00	\$15.00	\$312.00

T. Resolution of Appreciation for Comprehensive Campaign (Pursuant to Policy A-106.00 Other)

Recommend adoption of resolution of appreciation to the NMC Foundation which has succeeded its goal for the Be What’s Possible Campaign for NMC.

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

Recommend authorization for administration to enter into training agreements under the Michigan New Job Training Program (MNJTP) for the following companies:

1. Britten, Inc. (amendment to existing agreement)
2. Cherry Republic (amendments to existing agreement)
3. RJG, Inc. (amendment to existing agreement)
4. Shoreline Power Services (amendment to existing agreement)
5. Strata Design (amendment to existing agreement)
6. Functional Dimensions LLC, dba Superior Physical Therapy (new agreement)

V. Liquor License Addition (Pursuant to Policy A-106.00 Other)

Recommend authorization for administration to name Nick Nissley, President, and Dean Haselton, Beverage Manager, GLC Purchasing Coordinator as authorized contact related to the Northwestern Michigan College Liquor License.



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W. **Parking Lot Repair** (Pursuant to Policy A-106.00 Finance)

Recommend authorization for administration to enter into a contract with Quality Seal Coating for repair, sealing and striping of nine (9) parking lots. in the amount of \$65,000, plus a 15% contingency equal to \$9,750.

X. **Tanis Building Stucco Repair** (Pursuant to Policy A-106.00 Finance)

Recommend authorization for administration to enter into a contract with Kent Company for Tanis Building EIFS (Stucco) Repair and Recoat in the amount of \$39,300, plus 15% contingency, for total authorization of \$45,195.

Y. **Foundation Board Appointment** (Pursuant to Policy A-106.00 Other)

Recommend approval of the appointment of Chris Lamb to the NMC Foundation Board for a term of three fiscal years, commencing July 1, 2021, and ending June 30, 2024.

Z. **Aircraft Engine Purchase** (Pursuant to Policy A-106.00 Finance)

Recommend authorization for administration to purchase two replacement Lycoming engines for the multi-engine Piper Aztec N404CH aircraft (a/c) from Air Power, Inc. for the total purchase price of \$79,958.

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.

July 26, 2021
August 23, 2021
September 27, 2021
October 25, 2021
November 22, 2021
December 20, 2021
January 24, 2022
February 28, 2022
March 21, 2022
April 25, 2022
May 23, 2022
June 27, 2022



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MEMO
Administrative Services

To: Denise, Record-Eagle Legal Notices (FAX 946-8273)(phone 946-2000)
dlingerfelt@record-eagle.com

From: Cathy Brown

Date: 6/14/2021

Subject: Notice of Public Hearing

On Saturday, June 19, 2021—Please publish the attached Notice of Public Hearing. The notice includes the following statement that is required to be in 11-point boldfaced type:

“The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.”

If you have any questions, please call me at 995-1045.

Thank you.

Attachment

NOTICE OF A PUBLIC HEARING ON PROPOSED 2021-2022 BUDGET

PLEASE TAKE NOTICE that on June 28, 2021, at 5:30 p.m. in room 106/107 in West Hall at Northwestern Michigan College's main campus in Traverse City, Michigan, the Board of Trustees of Northwestern Michigan College will hold a public hearing to consider the college's proposed 2021-2022 budget.

The Board may not adopt its proposed 2021-2022 budget until after the public hearing. A copy of the proposed 2021-2022 budget including the proposed property tax millage rate is available for public inspection at:

<https://www.nmc.edu/departments/finance-administration/budgets/files/draft-budget-fy22.pdf>

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

This notice is given by order of the Board of Trustees.

Kenneth E. Warner, Secretary

Northwestern Michigan College



DRAFT
2021-2022 Budget



Northwestern
Michigan
College

Memorandum

To: Dr. Nick Nissley, President
From: Troy Kierczynski, Interim Vice President of Finance and Administration
Date: June 28, 2021
Subject: Board of Trustees Budget Material

This packet contains information to be provided as additional budget detail to the Board of Trustees.

- Budget Process Summary
- Resource Guidelines
- Tax Levy Authorization Resolution
- General Appropriation Resolution
- Adopted Budget
- Supplemental Information
- Auxiliary Funds Budget Summary

Copies will be provided for each Trustee. Thank you.

**NMC Budgeting Process
2021/2022 Fiscal Year Planning**

The Planning and Budget Council (PBC) was formed during the 1999-2000 academic year by merging the former Planning Council and the former Budget Council. Through this merger, NMC continues to more closely align budget resources with operating and strategic plans. The current chair of the PBC is Stephen Siciliano. The Council schedules weekly meetings during the academic year and monthly during the summer months. Among responsibilities for the Council are:

“...assisting and advising, to the best of our abilities, the Vice President of Finance and Administration in all budgetary matters, the Vice President for Educational Services in matters related to curriculum, the Vice President for Student Services and Technology and the Vice President of Lifelong Learning and Professional Development in matters under their charge.”

Recommendations are made to the President after consultation with the appropriate executive staff.

The primary focus of the Council is on the general operating components of the general fund. Information regarding restricted and auxiliary funds was reviewed but not considered in the recommendation purview of the Council.

Through the Planning and Budget Council, shared governance continues to progress and grow at NMC. Openness in budgeting is a primary and important goal.

Members of this year’s council are:

Alex Bloye – At Large	Kristi Hallett – Staff
SGA Representative	Amjad Khan - Faculty
Mark Delonge – Staff	Janet Lively - Faculty
Troy Kierczynski – Ex-officio	Cathy Brown - Recorder
Rebecca Richardson - Faculty	Todd Neibauer – Ex-officio
Marguerite Cotto – Ex-officio	Dan Murphy – Maintenance/Custodial
Nicole Fewins - Faculty	Chad Schenkelberger – At Large
Kim Gourlay – Staff	Stephen Siciliano - Chair

NMC BOARD OF TRUSTEES 2021-2022 RESOURCE GUIDELINES

1 – Strategic and Financial Planning

The budget is a financial plan for the priorities of the institution. The budget proposed to the Board of Trustees for adoption should reflect the Strategic Plan and the area operational plans.

2 – Tuition and Fees

Tuition and fees should be considered within the context of the most reasonable estimates of State, local, and private support, and projected expenses to support the College's plans, and projected enrollment and unique program characteristics. Tuition should balance the goal of affordable access to learning opportunities with the goal of high quality service levels for NMC offerings. Regular tuition increases should be considered as a means to sustain this portion of the revenue mix, while minimizing the year-to-year increases. Fees should be reviewed regularly and increases considered when the cost elements to which they contribute increase. Our in-district students will pay less than out-of district students because the College receives local tax support from Grand Traverse County residents. For some programs, the College uses differential tuition and fees in excess of the general rates.

3 – Salaries and Benefits Equity

Northwestern Michigan College is committed to attracting and retaining a quality workforce. Equity in salary and benefits is part of the NMC culture and should be expressed within a total compensation package. As part of that package, salary and benefits for faculty and staff will be based on the appropriate peer group or determined in the relevant collective bargaining agreement.

4 – Professional Development

Maintaining and improving the knowledge and skills of the faculty and staff is an investment in the future. Funds should be appropriated annually in the budget for that purpose. Approximately 2.25% of general fund salaries and wages should be appropriated annually in the budget for that purpose.

5 – Faculty and Staff Composition

The college should balance the full-time and part-time composition of employees to assure continuity and commitment while maintaining flexibility to implement strategic directions and complete its strategic initiatives in a timely and effective manner. To enhance smooth transition of personnel, the college has established a contingency for implementing succession decisions.

6 – Technology, Capital Equipment, Maintenance and Renovation

Providing a quality education requires investment in classroom equipment, facilities, and infrastructure. The annual budget should provide for regular maintenance, replacement/upgrade, growth and contingency funding.

7 – Debt Service

Debt Service obligations must be included in the budgeting process at 100% of the current costs.

8 – Reserves

The budget should include an appropriate allocation for reserves. The following reserves should be monitored annually. The Board will approve transfers to the appropriate reserve fund balances.

A – Working Capital Reserves

A fiscally sound organization should have adequate reserves for emergencies and unanticipated cash flow needs. Northwestern Michigan College funds should maintain a Working Capital Reserve of 10 - 15% of annual budgeted expenditures not included in reserves B through G.

B – Reserve Funds For Any Future Reduction in State Contributions for MPSERS Retirement Plans

This is a reserve for any future reduction in State contributions related to the unfunded liability payment for MPSERS plans. The amount to maintain is 30% of the annual State contribution to MPSERS retirement plans.

C – Reserve For Unexpected Medical and Non-Medical Costs

This is a reserve for dramatic fluctuations in medical, and non-medical costs (e.g. term life insurance, long term disability, and worker's compensation) that are significantly beyond prudent predictions. The College should maintain funds equal to the difference between the calculated maximum aggregate claims and expected claims plus three (3) months of non-medical costs.

D – Fund for Transformation

The Fund for Transformation was established for the purpose of responding to emerging opportunities and changes. A fund balance equal to approximately 2% of General Fund budgeted expenses should be maintained.

E – Physical Plant Major Maintenance and Future Buildings

Two percent of the appraised replacement value-new of the College's physical assets, including buildings, building equipment, and built-in fixtures, should be invested or maintained in a fund for major maintenance, renovation, or replacement of those assets. This should be calculated as the total of major plant maintenance expenditures, operating budget maintenance expenditures on physical plant, and the Plant Fund balance. Reserves above 2% will be designated for future buildings.

F – Reserve For Unexpected Fluctuation In Energy Costs

This is a reserve for dramatic fluctuations in energy costs that are significantly beyond prudent predictions. The reserve is equal to 10% of the College's annual budget for the total energy bill.

G – Reserve For Any Future Reduction in State Appropriation Revenue

This is a reserve for any future reduction in State appropriation revenue. The amount to maintain is 25% of annual State Appropriation.

**TAX LEVY AUTHORIZATION RESOLUTION
FOR ADOPTION BY THE BOARD OF TRUSTEES OF
NORTHWESTERN MICHIGAN COLLEGE**

WHEREAS, the Board of Trustees by resolution of June 28, 2021 proposes a total authorized levy not to exceed **2.09 mills** within the district for operating purposes for fiscal year 2021-2022; and

WHEREAS, the Board of Trustees has complete authority to establish a maximum of **2.09 mills** for operating purposes in fiscal year 2021-2022 from within its authorized millage rate; and

WHEREAS, the Board of Trustees held a budget hearing on June 28, 2021 at 5:30 p.m. at West Hall room 106/107 on NMC's Main Campus to receive comments from the public regarding the proposed budget; and the budget document contains the requisite "Truth in Budgeting Act."

NOW THEREFORE, BE IT RESOLVED THAT:

1. For fiscal year 2021-2022, the total millage rate of **2.09 mills** shall be levied upon property located within the college district.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

**GENERAL APPROPRIATION RESOLUTION
FOR ADOPTION BY THE BOARD
OF TRUSTEES OF NORTHWESTERN MICHIGAN COLLEGE**

RESOLVED, that this resolution shall be the general appropriations of Northwestern Michigan College for the fiscal year 2021-2022. A resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all income received by Northwestern Michigan College.

BE IT FURTHER RESOLVED that the total revenues estimated to be available for appropriations in the **General Fund** of Northwestern Michigan College for the fiscal year 2021-2022 is as follows:

Revenue (from Exhibit 1)	<u>\$ 45,185,230</u>
--------------------------	-----------------------------

BE IT FURTHER RESOLVED, that \$ **45,185,230** of the total available to appropriate in the **General Fund** is hereby appropriated in the amounts and for the purposes set forth in **Exhibit 1**.

BE IT FURTHER RESOLVED that the administration is hereby authorized to transfer funds within individual budget lines and activities represented in the approved appropriation without prior Board approval with the provision that such transfers will not increase or surpass the total Board approved appropriation.

Northwestern Michigan College
Draft Budget
Year Ending June 30, 2022

Exhibit 1
College General Fund Budget

	<u>2020-2021</u> <u>Budget</u>	<u>2021-2022</u> <u>Draft Budget</u>
Revenues		
Local Sources		
Tuition and Fees	\$ 20,271,034	\$ 19,916,110
Property Taxes	11,485,363	12,030,623
Total Local Sources	31,756,397	31,946,733
State Sources	8,341,730	10,570,000
State Property Tax Reimbursement	202,000	160,000
Federal Sources	524,000	1,075,000
Private Sources	1,268,000	868,897
Investment Income	274,000	172,000
Other Sources	353,250	392,600
Total Revenues	42,719,377	45,185,230
Expenditures		
Salaries and Wages	21,182,285	22,282,506
Benefits Regular	9,072,070	9,332,244
Purchased Services	2,391,755	2,311,193
Supplies & Materials	3,288,261	3,318,742
Internal Services	104,020	99,220
Other Expenses	1,705,773	1,670,689
Institutional Expenses	1,726,924	1,737,924
Maintenance & Renovation	1,778,289	1,828,864
Events/Trvl/Prof. Devel.	180,000	362,070
Capital Outlay (COAT)	50,000	177,852
Total Expenditures	41,479,377	43,121,304
Transfers Out (In)		
Capital Plant Funding	500,000	1,004,265
Other Transfers	1,240,000	1,059,661
Use of Working Capital Reserves	(500,000)	-
Total Transfers	1,240,000	2,063,926
Total Expenditures & Transfers	42,719,377	45,185,230
Revenues Over Expenditures & Transfers	\$ -	\$ -

Northwestern Michigan College
Draft Budget
Year Ending June 30, 2022

Exhibit 2

General Fund - Detail of Other Transfers Out (In)

	<u>2020-2021</u> <u>Draft Budget</u>	<u>2021-2022</u> <u>Draft Budget</u>
Strategic Funds	250,000	250,000
Funds for Transformation	50,000	50,000
Tac Hours - Aviation	340,000	340,000
Additional Deferred Maintenance	-	229,661
Technology Fee	500,000	500,000
Facilities Fee to Plant Fund	-	40,000
Program Specific	100,000	-
GLMA Transfer In from Federal Grant Fund	-	(350,000)
Total Transfers	<u><u>\$ 1,240,000</u></u>	<u><u>\$ 1,059,661</u></u>

**Northwestern Michigan College
Draft Budget
Year Ending June 30, 2022**

**Exhibit 3
Plant Fund**

	2021-2022 Draft Budget
Expenditures	
Building and Land Improvements	\$ 1,004,265
Construction Architect / Engineer Services	-
Infrastructure	-
Other	-
Total Expenditures	\$ 1,004,265
Transfer In from General Fund (Capital Plant Funding)	(1,004,265)
Net Expenditures after Transfers	\$ -

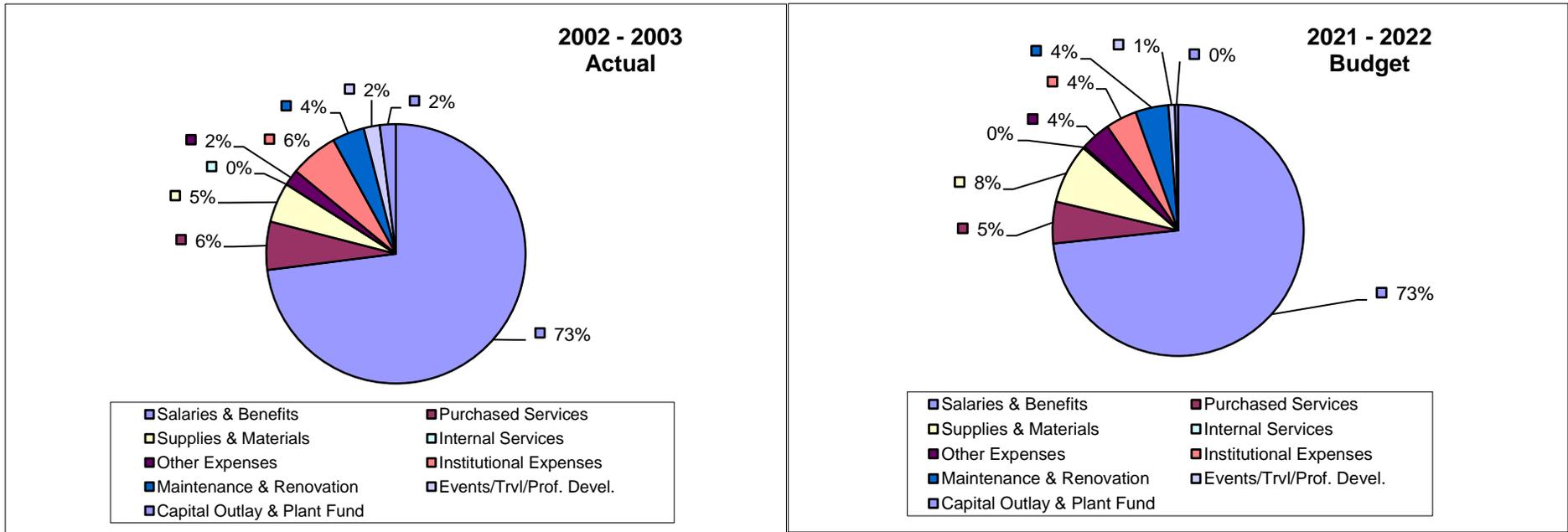
**Northwestern Michigan College
Draft Budget
Year Ending June 30, 2022**

**Exhibit 4
College Budget - General & Auxiliary Funds**

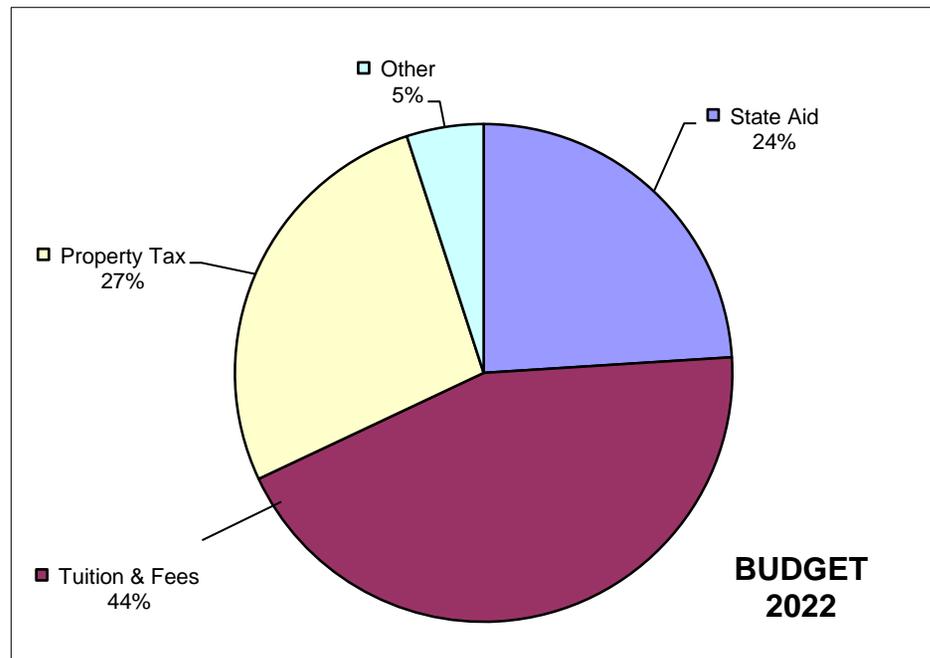
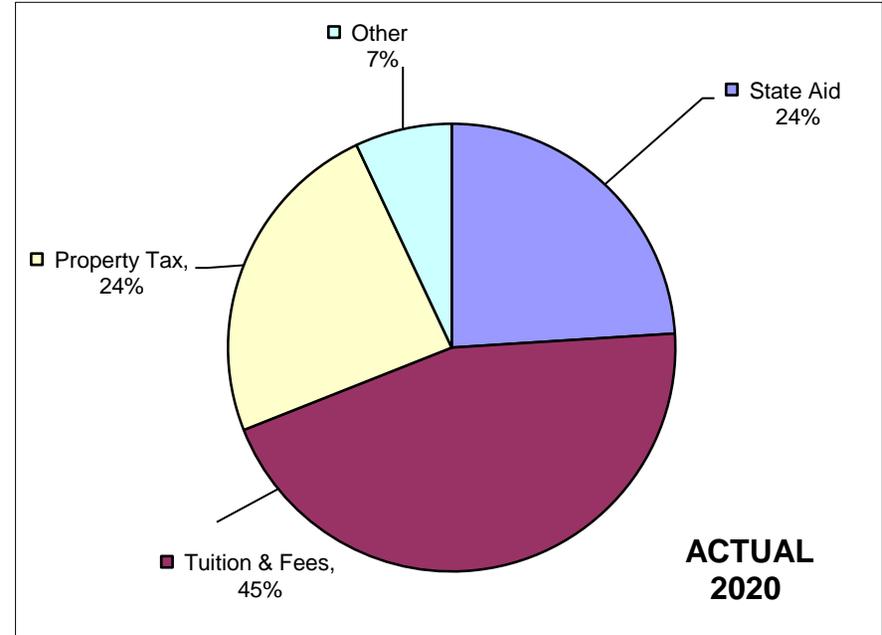
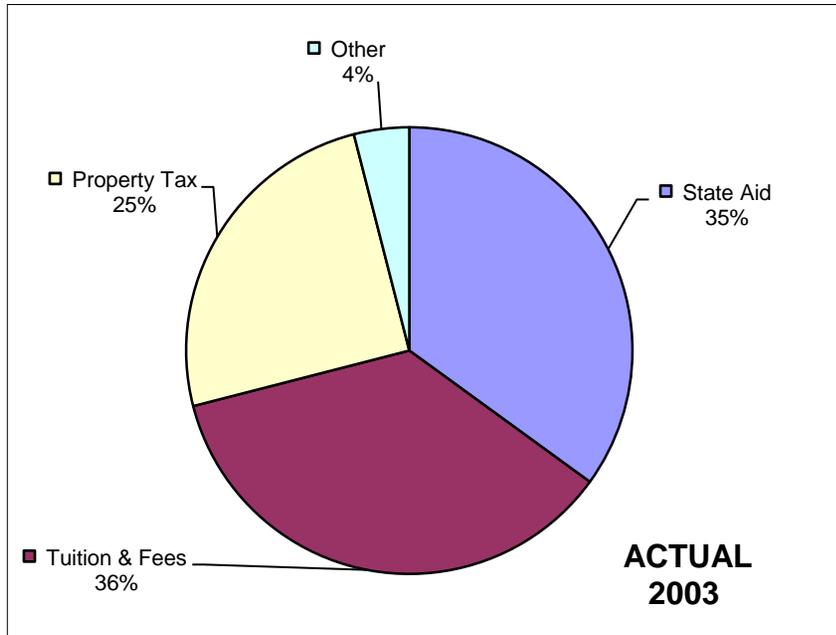
	General Fund 2021-2022 Draft Budget	Auxiliary Funds 2021-2022 Draft Budget	Combined 2021-2022 Draft Budget
Revenues			
Local Sources			
Tuition and Fees	\$ 19,916,110	\$ 13,500	\$ 19,929,610
Property Taxes	12,030,623	-	12,030,623
Total Local Sources	31,946,733	13,500	31,960,233
State Sources	10,570,000	15,000	10,585,000
State Property Tax Reimbursement	160,000	-	160,000
Federal Sources	1,075,000	25,000	1,100,000
Private Sources	868,897	813,639	1,682,536
Investment Income	172,000	-	172,000
Auxiliary Sources	-	3,358,671	3,358,671
Other Sources	392,600	1,011,650	1,404,250
Total Revenues	45,185,230	5,237,460	50,422,690
Expenditures			
Salaries and Wages	22,282,506	1,623,595	23,906,101
Benefits	9,332,244	681,910	10,014,154
Purchased Services	2,311,193	188,575	2,499,768
Supplies & Materials	3,318,742	228,818	3,547,560
Internal Services	99,220	(74,550)	24,670
Other Expenses	1,670,689	1,411,065	3,081,754
Institutional Expenses	1,737,924	426,745	2,164,669
Maintenance & Renovation	1,828,864	112,093	1,940,957
Events/Trvl/Prof. Devel.	362,070	27,825	389,895
Debt Services	-	204,740	204,740
Capital Outlay (COAT)	177,852	800	178,652
Total Expenditures	43,121,304	4,831,616	47,952,920
Transfers Out (In)			
Capital Plant Funding	1,004,265	-	1,004,265
Other Transfers	1,059,661	-	1,059,661
Use of Working Capital Reserves	-	240,442	240,442
Total Transfers	2,063,926	240,442	2,304,368
Total Expenditures & Transfers	45,185,230	5,072,058	50,257,288
Revenues Over Expenditures & Transfers	\$ -	\$ 165,402	\$ 165,402

Supplemental Information

Northwestern Michigan College General Fund Budget Expenditures Comparison by Category



General Fund Budget - Sources of Revenue



NORTHWESTERN MICHIGAN COLLEGE

AUXILIARY ACTIVITIES

2022

Fund Description	Student Housing	Hawk Owl Café	Apartments	Museum Fund	University Center	Bookstore	Hagerty Center	Esports	TOTAL
Revenue									
Local Sources	\$ -	\$ -	\$ -	\$ 12,500	\$ -	\$ -	\$ -	\$ 1,000	\$ 13,500
State Sources	-	-	-	15,000	-	-	-	-	15,000
Federal Sources	-	-	-	25,000	-	-	-	-	25,000
Private Sources	-	-	-	728,639	80,000	-	-	5,000	813,639
Auxiliary Sources	1,101,836	469,128	320,000	323,400	52,000	1,092,307	-	-	3,358,671
Other Sources	-	-	-	27,600	137,500	-	846,550	-	1,011,650
Total Revenue	\$ 1,101,836	\$ 469,128	\$ 320,000	\$ 1,132,139	\$ 269,500	\$ 1,092,307	\$ 846,550	\$ 6,000	\$ 5,237,460
Expense									
Salaries and Wages	\$ 304,932	\$ 221,217	\$ 33,123	\$ 434,311	\$ 92,053	\$ 191,378	\$ 346,581	\$ -	\$ 1,623,595
Benefits	128,071	92,911	13,912	182,411	38,662	80,379	145,564	-	681,910
Total Labor	\$ 433,003	\$ 314,128	\$ 47,035	\$ 616,722	\$ 130,715	\$ 271,757	\$ 492,145	\$ -	\$ 2,305,505
Purchased Services	\$ 55,000	\$ 1,000	\$ 500	\$ 82,700	\$ 11,700	\$ 1,000	\$ 13,000	\$ 23,675	\$ 188,575
Supplies & Materials	50,301	13,500	11,773	35,875	3,150	33,700	31,234	49,285	228,818
Internal Services	22,900	(10,000)	-	2,750	-	(20,800)	(69,400)	-	(74,550)
Other Expense	108,879	141,500	9,000	165,875	1,000	651,750	331,021	2,040	1,411,065
Institutional Expenses	172,420	9,000	44,700	80,000	72,075	8,000	40,550	-	426,745
Maintenance & Renovation	45,593	-	49,400	9,000	-	600	7,500	-	112,093
Prof Develop, Travel & Events	9,000	-	550	4,975	4,000	6,300	500	2,500	27,825
Debt Service	204,740	-	-	-	-	-	-	-	204,740
Capital Outlay	-	-	-	800	-	-	-	-	800
Total E & G Expense	\$ 668,833	\$ 155,000	\$ 115,923	\$ 381,975	\$ 91,925	\$ 680,550	\$ 354,405	\$ 77,500	\$ 2,526,111
Transfers out (in)	-	-	25,000	133,442	-	140,000	-	(58,000)	240,442
Total Expenditures & Transfers	\$ 1,101,836	\$ 469,128	\$ 187,958	\$ 1,132,139	\$ 222,640	\$ 1,092,307	\$ 846,550	\$ 19,500	\$ 5,072,058
Net Revenue (Expense)	\$ -	\$ -	\$ 132,042	\$ -	\$ 46,860	\$ -	\$ -	\$ (13,500)	\$ 165,402



**Northwestern
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MEMO
Student Services & Technologies

To: Dr. Nick Nissley, President
 From: Todd Neibauer, VP for Student Services & Technologies
 Date: June 22, 2021
 Subject: Enrollment Update –Summer/Fall Semester 2020

Summer 2021

For the summer semester count day, registration statistics indicate an increase of 8.8% in total headcount compared with SU2020(87 students) and in total contact hours of 9.5% to 6,443. Total enrollment for SU2021 is 1,095.

Statistics

(Resources: June 22, 2021 -Digital Dashboard – Same Date Comparison SU2018-2021)

	2018	2019	2020	2021
Average Contact Hours	5.54	5.54	5.84	5.88
Total Headcount	1,117	1,031	1,008	1,095
Total Contact Hours	6,192	5,710	5,886	6,443
Tuition	1,195,728	1,131,891	1,139,490	1,389,087

Fall 2021

New student orientations are ongoing throughout the summer. We have seen an increase in headcount of 7.4% over last year. Currently, fall contact hours are up 3.3% over this time last year. With an increasing percentage of older students, the average contact hours are lower than previous years.

Statistics

(Resources: June 22, 2021 -Digital Dashboard – Same Date Comparison, FA2018-2021)

	2018	2019	2020	2021
New Students Registered	950	970	634	802
Prior Admits Registered	36	36	17	44
Retained from Spring	1,657	1,616	1,401	1,281
Re-Admitted Students	194	168	119	205
Average Contact Hours	11.20	11.19	11.42	10.99
Total Headcount	2,837	2,789	2,171	2,331
Total Contact Hours	31,776	31,201	24,800	25,614
Tuition	5,905,428	5,843,008	4,868,105	4,879,698

Summer 2021 Enrollment Reports

Following are the reports included:

- [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

State Comparisons and Reports

*Not all colleges reported summer enrollment

Community College	% change credit hours	% change headcount	Total credit hours	Total headcount
Glen Oaks	8.6	-10	1,460	199
Henry Ford	35.4	26.7	34,056	4,995
Jackson	42	27	16,988	2,369
Kalamazoo Valley	13.3	7.7	19,129	2,999
Kirtland	34.9	47	1,900	419
Lake Michigan	9.2	0.5	5,313	851
Macomb	19	18	50,252	7,849
Mid Michigan	3.9	-3.5	4,890	793
Monroe County	63	46	3,861	750
Montcalm	32.1	19.5	2,389	471
Mott	33.2	21	19,698	2,791
North Central Michigan	3.5	-10.1	1,527	284
Northwestern Michigan	8.8	8.6	6,443	1,095
Oakland	3.3	0.6	60,213	9,808
Southwestern Michigan	0.7	9	3,191	569
Washtenaw	11	6.7	47,423	8,082
West Shore	-30	29.9	981	211



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MEMO

Administrative Services

To: Dr. Nick Nissley, President

From: Troy Kierczynski, Interim Vice President of Finance and Administration

Date: June 21, 2021

Subject: Summary Report for the General Fund as of May 31, 2021

The attached reports summarize the financial results for the General Fund as of May 31, 2021. The eleventh month represents 92% 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 \$5,917,594. Revenue decreased by 7% when comparing May 2021 to May 2020. The decrease is primarily due to Covid 19 related reductions in tuition and timing of property taxes. Expenses decreased by 21% when comparing May 2021 to May 2020 also primarily related to the Covid 19 impact and budget reductions in professional development.

Revenue (letters refer to the attached General Fund summary)

- A. Tuition and fees represent a 9% decrease from those of May 2020. For Spring 2021, the budget was set at 29,733 billing hours for budgeted revenue of \$5,614,662. Actual billing hours are at 29,462 hours for a total tuition revenue of \$5,538,597. Spring 2021 revenue is under budget by \$76,075. For Summer 2021, the budget was set at 4,920 for a total budgeted revenue of \$847,386. Actual summer billing hours are at 6,607 with actual summer revenue of \$1,426,664. Summer revenue is over budget by \$579,278.
- 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 began in October.
- D. Federal Sources, which consist primarily of the MARAD grants and MARAD fuel payment. These funds are to be used directly for the Maritime program.
- E. Actual year-to-date investment income recorded for fiscal year 2021 reflects interest income only. Interest income is lower due to declining interest rates.
- 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. Overall expenses are under budget at this time.
- I. Capital Outlay reflects expenditures budgeted through the allocation of COAT dollars.

Northwestern Michigan College

Unaudited



Summary Report for General Fund Accounts

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

Fiscal Year 2021, Period 11

Funds	Accounts	2020-2021 Adjusted Budget	YTD Activity	% of Annual Budget	
TOTAL GENERAL FUND					
50	Revenues				
	Tuition and Fees	20,271,034	18,974,470	93.60%	A
	Property Taxes	11,485,363	11,569,141	100.73%	B
	Other Local	<u>0</u>	<u>0</u>	*	
	Local Sources	31,756,397	30,543,611	96.18%	
	State Sources	8,543,730	9,167,602	107.30%	C
	Federal Sources	524,000	206,977	39.50%	D
	Private Sources	1,268,000	673,554	53.12%	F
	Investment Income	274,000	119,989	43.79%	E
	Other Sources	<u>353,250</u>	<u>293,801</u>	83.17%	F
	Total Revenues	42,719,377	41,005,534	95.99%	
60	Labor				
	Salaries & Wages	21,182,285	18,773,247	88.63%	G
	Benefits	<u>9,072,070</u>	<u>8,386,182</u>	92.44%	G
	Total Labor	30,254,355	27,159,429	89.77%	
70	Expenses				
	Purchased Services	2,391,755	1,672,524	69.93%	H
	Supplies & Materials	3,288,261	2,346,815	71.37%	H
	Internal Services	104,020	-11,319	-10.88%	H
	Other Expenses	1,705,773	984,406	57.71%	H
	Institutional Expenses	1,726,924	1,280,622	74.16%	H
	Maintenance & Renovation	1,778,289	1,273,754	71.63%	H
	Prof Develop, Travel & Events	180,000	196,419	109.12%	I
	Capital Outlay	<u>50,000</u>	<u>56,368</u>	112.74%	
	Total Expenses	11,225,022	7,799,588	69.48%	
	Total Expenditures	41,479,377	34,959,018	84.28%	
80	Transfers				
	Transfers	1,240,000	128,922	10.40%	
	Total Transfers	1,240,000	128,922	10.40%	
	Total Expenditures and Transfers	42,719,377	35,087,940	82.14%	
	Net Revenues over (under) Expenditures	0	5,917,594		



**Northwestern Michigan College
Comparison - Fiscal Year to Date
General Fund
May 2021 vs. May 2020**

INTERIM
This statement does not
reflect year-end results.

	YTD 5/31/2021	YTD 5/31/2020	\$ Diff	% Diff	Comments
Revenue					
Local Sources:					
Tuition & Fees	\$ 18,974,470	\$ 20,779,931	\$ (1,805,461)	-9%	Decrease is due primarily to expected lower enrollments, associated fees, and lower EES revenue (all partially impacted by COVID-19); slightly offset due to higher flight fees in FY21 (due to FY20 closures)
Property Taxes	11,569,141	11,155,372	413,769	4%	Impacted by increase in property values
Total Local Sources	30,543,611	31,935,303	(1,391,692)	-4%	
State Sources	8,984,175	9,185,763	(201,588)	-2%	Consistent with prior year
State PPT Reimbursement	183,427	77,951	105,476	135%	Timing of second PPT reimbursement (received in May in FY21; received in June in FY20)
Federal Sources	206,977	1,488,162	(1,281,185)	-86%	FY21 (and forward) recognition of GLMA federal grant activity with federal grant funds instead of general fund
Private Sources	673,554	585,167	88,387	15%	Timing of Foundation gifts
Investment Income	119,989	392,517	(272,528)	-69%	Lower interest rates received in FY21 due to low interest rate environment
Other Sources	293,801	399,147	(105,346)	-26%	Primarily due to lower Lobdell sales and lower room/equipment rentals in FY21
Total Revenue	41,005,534	44,064,010	(3,058,476)	-7%	
Expenses					
Salaries and Wages	18,773,247	19,187,767	(414,520)	-2%	Primarily driven by lower adjunct salaries in FY21 due to less offerings related to COVID impacts on student enrollment and lower vacation payouts in FY21 (more payouts in FY20 following Training Service employee departures and other retirements)
Benefits	8,386,182	8,218,829	167,353	2%	Partially impacted by increased health benefit expenses in FY21
Purchased Services	1,672,524	1,769,041	(96,517)	-5%	Primarily due to miscellaneous savings in purchased services for EES and legal fees in FY21
Supplies & Materials	2,346,815	2,279,168	67,647	3%	Decrease is driven primarily by timing of fuel and postage expenses; partially offset by lower general supplies expenses and student fee related expenses
Internal Services	(11,319)	87,338	(98,657)	-113%	Driven by lack of internal events on campus due to COVID
Other Expenses	984,406	1,283,829	(299,423)	-23%	Primarily related to lower recruiting/promotional expenses in FY21 along with decreases in other areas including non-professional development travel expenses and Native American tuition waivers
Institutional Expenses	1,280,622	1,359,769	(79,147)	-6%	Primarily due to the timing of invoices/payments in FY21; lower snow removal service expenses in FY21
Maintenance & Renovation	1,273,754	1,261,668	12,086	1%	Consistent with prior year
Professional Development	196,419	526,364	(329,945)	-63%	Due to reduction of professional development expenses due to cancellation of work-related travel during COVID
Capital Outlay	56,368	334,585	(278,217)	-83%	Decrease is due to reduction in budget for FY21
Total Expenses	34,959,018	36,308,358	(1,349,340)	-4%	
Transfers	128,922	283,062	(154,140)	-54%	Aviation flight hours transfers \$261,781 less transfer of admin and wage expenses to CARES Act (CRF) fund (\$131,642) and transfer of aviation lost revenue to CARES Act (CRF) fund (\$1,217)
Total Expenses & Transfers	35,087,940	36,591,420	(1,503,480)	-4%	
Net Revenue Over (Under) Expenses	\$ 5,917,594	\$ 7,472,590	\$ (1,554,996)	-21%	



**Northwestern Michigan College
Comparison - Month Over Month
General Fund
May 2021 vs. Apr 2021**

INTERIM
This statement does not
reflect year-end results.

	YTD 5/31/2021	YTD 4/30/2021	May 21 Activity	Apr 21 Activity	Comments
Revenue					
Local Sources:					
Tuition & Fees	\$ 18,974,470	\$ 18,345,779	\$ 628,691	\$ 1,372,622	Higher tuition allocation in April than in May (final amt of spring tuition in April vs. 3 weeks of summer tuition in May)
Property Taxes	11,569,141	11,141,376	427,765	349	Timing of delinquent property tax collections received in May
Total Local Sources	30,543,611	29,487,155	1,056,456	1,372,971	
State Sources	8,984,175	7,939,116	1,045,059	1,143,092	Consistent with prior month
State PPT Reimbursement	183,427	87,747	95,680		- LCSA payment received in May
Federal Sources	206,977	206,977	-		- Consistent with prior month
Private Sources	673,554	673,554	-		- Timing of Foundation gifts (quarterly)
Investment Income	119,989	117,831	2,158	24,625	Higher dividends received in April
Other Sources	293,801	251,858	41,943	36,652	Consistent with prior month
Total Revenue	41,005,534	38,764,238	2,241,296	2,577,340	
Expenses					
Salaries and Wages	18,773,247	17,032,026	1,741,221	1,764,282	Consistent with prior month
Benefits	8,386,182	7,637,649	748,533	760,549	Consistent with prior month
Purchased Services	1,672,524	1,516,327	156,197	186,060	Primarily driven by salary support payment for MSU/NMC Coordinator in April
Supplies & Materials	2,346,815	1,772,253	574,562	172,484	Primarily driven by the timing of maritime fuel purchases
Internal Services	(11,319)	(13,985)	2,666	(2,873)	Primarily due to timing on internal transfer of employee flu shot fees in April and internal meal related charges in May
Other Expenses	984,406	892,107	92,299	66,456	Primarily driven by reclassification of Adobe renewal fees to supplies and materials expenses in April
Institutional Expenses	1,280,622	1,165,771	114,851	128,387	Consistent with prior month
Maintenance & Renovation	1,273,754	1,196,509	77,245	102,808	Primarily due to timing of software maintenance renewals and expenses
Professional Development	196,419	182,757	13,662	14,770	Low activity in professional development primarily related to memberships and webinars
Capital Outlay	56,368	44,123	12,245	20,000	\$12,245 RW Mercer (aviation fuel dispensing system)
Total Expenses	34,959,018	31,425,537	3,533,481	3,212,923	
Transfers	128,922	128,922	-	-	Aviation flight hours transfers \$261,781 less transfer of admin and wage expenses to CARES Act (CRF) fund (\$131,642) and transfer of aviation lost revenue to CARES Act (CRF) fund (\$1,217)
Total Expenses & Transfers	35,087,940	31,554,459	3,533,481	3,212,923	
Net Revenue Over (Under) Expenses	\$ 5,917,594	\$ 7,209,779	\$ (1,292,185)	\$ (635,583)	



Northwestern Michigan College
Income Statement Projections - General Fund
For the Year Ended June 30, 2021
As of 6/18/21

INTERIM
This statement does not reflect
year-end results.

	FY20 Actual	FY 21 Budget	YTD 6/18/2021	FY 21 Projected	Difference vs. Budget	Comments
Revenue						
Local Sources:						
Tuition & Fees	\$ 21,364,804	\$ 20,271,034	\$ 19,176,080	\$ 19,994,462	(276,572)	Covid-19 restrictions substantially impacted the College's non-credit tuition and workshop revenue. Extended Education (EES) and Marine Center projected revenue shortfalls of \$600k and \$250k, respectively, were offset by higher than anticipated Fall and Summer contact hrs
Property Taxes	11,163,672	11,485,363	11,569,141	11,569,141	83,778	Tax abatements (TIFs, Brownfields, etc) lower than expected resulting in more revenue
Total Local Sources	32,528,476	31,756,397	30,745,221	31,563,603	(192,794)	
State Sources	9,169,059	8,341,730	9,460,821	9,687,086	1,345,356	State appropriations flat compared to a planned 15% decrease
State Property Tax Reimbursement	199,023	202,000	183,427	156,014	(45,986)	Slightly lower than planned PPT payments from Local Community Stabilization Authority (LCSA)
Federal Sources	1,368,032	524,000	206,977	1,009,977	485,977	GLMA direct funding moved out of general fund into federal award funds
Private Sources	880,473	1,268,000	673,554	1,266,650	(1,350)	Many funding requests from Foundation are billed at the end of the fiscal year
Dividend and Interest Income	424,287	274,000	120,160	130,160	(143,840)	Near zero federal funds rate is minimizing returns
Unrealized Gain (Loss) on Investments	43,746	-	-	-	-	
Other Sources	417,066	353,250	307,617	326,087	(27,163)	In line with budget
Total Revenue	45,030,162	42,719,377	41,697,776	44,139,577	1,420,200	
Expenses						
Salaries and Wages	21,715,385	21,182,285	19,564,215	21,879,009	696,724	Expected FY20 GLMA summer cruise wages shifted to FY21 due to Covid-related cruise delays
Benefits	8,774,325	9,072,070	8,733,613	9,386,234	314,164	Health expenses are trending over budget
Purchased Services	2,049,534	2,391,755	1,719,594	2,117,772	(273,983)	Savings in food services by using culinary staff for GLMA cruise (Summer 2020); legal and advertising trending lower than planned
Supplies & Materials	2,430,475	3,288,261	2,238,363	2,658,234	(630,027)	No int'l trips (250k budget), less consumption of supplies due to remote work and instruction
Internal Services	92,561	104,020	(11,159)	(15,586)	(119,606)	Savings from lack of in-person internal events due to Covid
Other Expenses	1,534,239	1,705,773	1,009,617	1,441,151	(264,622)	Savings in non-PD events and travel due to Covid restrictions
Institutional Expenses	1,519,695	1,726,924	1,333,317	1,546,763	(180,161)	Savings in electricity and heat due to lower building usage during shutdown
Maintenance & Renovation	1,609,299	1,778,289	1,316,156	1,739,734	(38,555)	Comparable to budget
Professional Development	555,708	180,000	198,525	231,096	51,096	Reduced conferences and events due to Covid restrictions
Capital Outlay	347,272	50,000	56,368	50,000	-	
Total Expenses	40,628,493	41,479,377	36,158,608	41,034,405	(444,972)	
Transfers Out (In)						
Plant Fund - General Maintenance	1,519,740	500,000	-	500,000	-	- Transfer for maintenance of capital
Plant Fund - Technology Maintenance	500,000	500,000	-	500,000	-	- Transfer for maintenance of technology
Plant Fund - Facility Fee for Maintenance	40,000	-	-	-	-	
Plant Fund - Aviation Capital Fund	300,912	340,000	261,782	340,000	-	- Transfer for Aviation equipment fund; based on revenue, calculated using tachometer hours
Plant Fund - EES Transfer for Elevate	24,550	-	-	24,550	24,550	- Transfer for EES purchase of Elevate software (year 5 of 5)
Bd Designated - Strategic Projects	500,000	250,000	-	250,000	-	- Transfer for strategic projects
Bd Designated - Funds for Transformation	50,000	50,000	-	50,000	-	- Transfer for funds for transformation
Restricted Fund - HEERF Inst'l Funding	(1,246,119)	-	(132,860)	(500,000)	(500,000)	- Lost revenue - expected to recapture
Restricted Fund - GLMA Heritage Act	-	-	-	943,091	943,091	- Transfer Heritage Act fund balance to restricted fund
Restricted Fund - GLMA MARAD Funding Program Specific	(7,479)	100,000	-	500,000	400,000	- Transfer MARAD portion of GLMA funding to restricted fund
Budgeted Use of General Fund Reserves	-	(500,000)	-	-	-	- MARAD direct payments are reserved for the GLMA program
Total Transfers	1,681,605	1,240,000	128,922	2,607,641	1,367,641	
Total Expenses & Transfers	42,310,098	42,719,377	36,287,530	43,642,046	922,669	
Net Revenue Over (Under) Expenses	\$ 2,720,065	\$ -	\$ 5,410,246	\$ 497,531	\$ 497,531	



MEMO: Resource Development

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

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

Date: June 21, 2021

Subj: Foundation Update

Fund Raising – a “check” on FY21 goals

- FY21 overall dollars raised as part of the Be What’s Possible Campaign:
 - \$ 8,764,198 Total received (including Annual Fund, pledges, and *documented planned gift intentions*) raised toward goal
 - + \$312,043 Gross event revenue
 - \$9,076,241 Total of gifts + events (Goal: \$4,250,000)**

Foundation Initiatives

- The Be What’s Possible campaign has exceeded it’s initial goal of \$35 million to raise support for programs, scholarships, facilities and the fund for NMC. This campaign has raised unprecedented support for the college and has set a new bar for our fundraising programs.
- More than 100 supporters viewed the celebration on June 9; and campaign fundraising continues through June 30, 2021.
- The foundation’s largest mailing to date is showing positive response including 71 new donors, 44 of whom are NMC alumni! Welcome aboard!
- Planning is underway for the 40th Scholarship Open - let’s make it our best yet as we celebrate it’s finale August 5 at the Grand Traverse Resort & Spa. Visit nmc.edu/golf to sponsor or register.

For your calendars:

- The Foundation Board will meet/met virtually June 23 at 7:30am.
- Scholarship Open August 5, 2021 at the Grand Traverse Resort and Spa





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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: 6-21-21

Subject: June 2021 Monthly Report

Earned and owned media continue to perform well as NMC shares the good stories of its students, employees, alumni and donors like the UC 25th anniversary and Dr. Nissley's column in the TCBN. Shared and paid media continue to reflect the turbulence of the COVID-19 pandemic. There has also been significant communication and engagement in NMC's strategic planning process. The following is an overview of the work of PRMC for May 2021.

Paid Media

- Google search, display, remarketing
- Paid Facebook
- Paid Instagram
- Spotify
- Programmatic digital
- Traverse City Business News
- The Ticker
- Northern Express

In May 2020, NMC temporarily altered its strategy to attract students, especially visiting students, during the COVID-19 pandemic. These changes did increase enrollment to better than projected numbers in fall 2020. The 2021 budget has been redistributed based more on a typical enrollment cycle. YOY comparisons will reflect that change. We continue to make adjustments to our campaigns to address changes to Google Ads. Despite seeing declines in overall clicks and impressions, we saw an increase in conversions from remarketing and display campaigns from both adult and traditional learners. Fewer but better prospects. We also saw good performance on Spotify, Facebook and programmatic campaigns for gamers.

Outcomes:

- Display

	May'21	MOM	April '21	YOY	May '20
clicks	63,380	4% ↓	65,970	28% ↓	88,450

impressions	4,643,130	8% ↓	4,490,100	42% ↓	7,966,667
Conversions (A, D/P)	105	28% ↑	82	Not Available	N/A
Conversions (A, D/R)	73	33% ↑	55	N/A	N/A
Conversions (T, D/R)	265	55% ↑	171	N/A	N/A

- Paid social for enrollment
 - One FB/IG campaign (5/1-5/30)
 - 3,161 clicks to landing page
 - Web traffic (5/1-5/30)
 - [Traditional learner landing page](#) for paid campaigns
 - 31,189 visits/pageviews
 - 10% of all site traffic
 - It's driven:
 - 242 NMC homepage
 - 241 schedule a visit page
 - 147 apply for financial aid
 - 145 Degrees & Certificates page
 - [Adult learners landing page](#)
 - 20,975 visits/pageviews
 - It's driven:
 - 88 NMC homepage
 - 39 visits to the main programs page
 - 29 visits to the admissions page
 - 27 visits to the financial aid page

Earned Media

Monthly recap of media coverage and sentiment

NMC was featured in 64 media mentions with an estimated publicity value of \$29,600 based on the Cision media monitoring system. Media stories that had high attention include:

- [5 Unforgettable Regional Road Trips You Have to Try This Summer](#) Real Simple, May
- [Northwestern Michigan College Celebrates Class of 2020, 2021](#) 9&10 News, May 1
- [Crowley awards scholarships to two Great Lakes Maritime Academy cadets](#) Professional Mariner, May 3
- [NMC Maritime Cadets Head To Sea](#) The Ticker, May 13

Media sentiment ranking for May (based on a Cision algorithm that ranks pre-assigned tone of keywords) shows 98.4% positive or neutral coverage. This is an increase MOM (April, 94%) and increase YOY (2020, 96.4%). The result categorized as negative was the West Hall dewatering story.

Owned Media

Monthly published owned media

During May, PRMC published two NMC Now e-newsletters to 859 supporters and community members. The average open rate was 40.6%. The feature article from 5-5-21 [Promises made, promises kept: UC celebrates 25 years](#) was the most popular link clicked. Other popular links include:

- [Letting Go Of The Need To Know](#) Column by NMC President Nick Nissley, Ed.D., Traverse City Business News, May issue
- [High water table flooding NMC's new Innovation Center](#) Record-Eagle, May 26 [UpNorthLive, May 26](#)
- [Maritime Academy cadets sail off to earn sea time](#) Record-Eagle, May 19

We mailed NMC's Nexus magazine to more than 46,000 college supporters. The cover story highlights the many services NMC offers to help students succeed.

Shared Media

Monthly progress report on NMC's Main social media channels

We had a mixed month in social media performance with MOM and YOY growth in followers, but some declines in engagement and impressions because of fewer posts due to a staffing shortage and fewer on campus activities. We expect this decline to be temporary. The paid social media campaigns helped offset performance decreases in some areas. YOY metrics continue to be unusual due to the pandemic. Highest performing organic posts this month include Dean's List, UC 25th posts, commencement, and GLMA summer cruise.

Platform	Followers	Impressions	Engagement	Gender	Age	Region
Facebook	11,818 Up 1% YOY	30% Down YOY	73% Down YOY	Fans 68% F 31% M Reach 49%F 50%M	#1 25-34 (26.8%)	GT Region & Grand Rapids
	Up 0.3% MOM	7.4% Up MOM	119% Up MOM		#2 35-44 (19.9%)	
					#3 45-54 (19.7%)	
Instagram	2,463 up 5% YOY)	86% Down YOY	58% Down YOY	62% F 36% M	#1 18-24 (29.2%)	GT Region & Grand Rapids
	0.5% Up MOM	11.6% Down MOM	30.9% Up MOM 		#2 25-34 (29.8%)	
					#3 35-44 (18.2%)	



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MEMO

To: Dr. Nick Nissley, President

From: Stephen Siciliano, Vice President for Educational Services
Vicki Cook, Special Assistant to the President

Date: June 22, 2021

Subject: Monthly Strategic Planning update

Starting this month, we will be attaching a full timeline of our strategic planning activities including their purposes and participant groups in addition to our regular monthly update. The timeline will assist the Board of Trustees in monitoring our progress and in staying informed about the key events going forward.

During the month of May CampusWorks held numerous focus groups with our external stakeholders. The total duplicated (some individuals attended more than one focus group) attendance was 332. Internal participation was 179 and external participation was 153. CampusWorks has told us that this is the largest participation that they have seen amongst the colleges/universities that they have worked with. CampusWorks will be providing the comments and data from these focus groups to the Steering Committee.

The Board of Trustees has discussed and given input on the Mission, Vision and Values statements. The Steering Committee will use that feedback as we refine the statements. We will bring back to the Board of Trustees the final recommendations that will then be reviewed by the Board of Trustees Policy Committee.

The Future Summit event was held on June 23. This event is open to all employees and the public. This event will be pivotal in prioritizing the organizational directions. The next step will be for the Steering Committee and Work team to break into scan work groups and research the major themes from the Future Summit impact statements.

Upcoming activities include:

- June 23: Future Summit
- July: Steering Committee and Work Teams will break into Scan groups and research key topics related to the Future Summit
- July: Mission/Vision workshop
- August: Values Statement Workshop with employees in August

Northwestern Michigan College
Strategic Planning Process

Month	Activity	Purpose	Participants
April	<i>Trend in Higher Education workshop</i>	<i>Inform campus community</i>	<i>BOT; Work team; Strategic Planning committee (SPSC);employees</i>
	<i>Student Experience workshop</i>	<i>Guiding principles when drafting implementation plans</i>	<i>Students; employees; SPSC and Work Team</i>
	<i>SWOT survey</i>	<i>Inform planning process</i>	<i>BOT; SPSC, Work team; employees</i>
	<i>Internal focus groups</i>	<i>Inform plan</i>	
May	<i>External Focus groups</i>	<i>Inform plan</i>	
	<i>SWOT analysis</i>	<i>Inform plan</i>	<i>SPSC/Work team</i>
	<i>Data review workshop (internal data)</i>	<i>Inform plan</i>	<i>SPSC/Work team</i>
	<i>Future summit topics</i>	<i>Inform plan</i>	<i>SPSC/Work team</i>
	<i>Mission workshop</i>	<i>Input into statement</i>	<i>BOT</i>
June	<i>Mission/Vision/Values</i>	<i>Inform SPC</i>	<i>BOT</i>
	<i>Future Summit</i>	<i>Inform plan themes for objectives</i>	<i>BOT;SPSC;employees;Work team</i>
	<i>Summit impact Statements</i>	<i>Use for scan team research</i>	<i>SPSC;employees;Work team</i>
July	<i>Future Summit impact Statements and scan team assignments</i>	<i>Inform plan and scenario building</i>	<i>SPSC and Work Team</i>
	<i>Scan team research</i>	<i>Inform objectives</i>	<i>SPSC and work team</i>
August	<i>Mission/Vision Workshop</i>	<i>Recommend statements to BOT</i>	<i>SPSC committee</i>
	<i>Values workshop</i>	<i>Inform final values</i>	<i>All employees</i>
	<i>Values survey</i>	<i>Inform values</i>	<i>All employees</i>
	<i>Review scan team findings</i>	<i>Inform plan</i>	<i>SPSC/Work Team</i>
	<i>Scan to plan workshop #1</i>	<i>Start of draft plan</i>	<i>SPSC/Work team</i>
September	<i>Values workshop</i>	<i>Finalize values statement</i>	<i>SPSC</i>
	<i>Advancing strategies workshop</i>	<i>Draft of plan</i>	<i>SPSC and work team</i>
	<i>Draft mission, vision, values and strategies survey</i>	<i>Feedback on final statements</i>	<i>All employees and students</i>
October	<i>Objective workshop #1</i>	<i>Draft plan</i>	<i>SPSC and work team</i>
	<i>Approval of Mission/Vision values and strategies</i>	<i>Approval and submit to BOT</i>	<i>SPSC</i>
	<i>BOT review and approval of mission, vision, values; review of strategies</i>	<i>Feedback prior to Policy committee review</i>	<i>BOT</i>
November	<i>Objective workshop #2</i>	<i>Draft plan</i>	<i>SPSC and Work team</i>
	<i>Approve objectives</i>		<i>SPSC</i>
	<i>Action Planning workshop #1</i>	<i>Draft implementation plan</i>	<i>Strategy Owners; leads; management team</i>
	<i>Submit objectives to BOT</i>	<i>Inform BOT</i>	<i>BOT</i>

Northwestern Michigan College
Strategic Planning Process

Month	Activity	Purpose	Participants
December	<i>Action planning workshop #2</i>	<i>Draft implementation plan</i>	<i>Strategy Owners; leads; management team</i>
	<i>Finalize strategic plan</i>	<i>Recommend final plan for BOT approval</i>	<i>SPSC</i>
	<i>Approve action plans</i>	<i>Approve action plans</i>	<i>President's Council</i>
	<i>Strategic Plan</i>	<i>Approve final plan</i>	<i>BOT</i>

Note: The timeline is not inclusive of all activities but is intended to provide major milestones in the process.

Northwestern Michigan College
 BOARD OF TRUSTEES
Executive Committee Minutes
 Wednesday, June 9, 2021
 Traverse City, MI 49686
 Virtual Zoom Webinar ID: 913 6543 6414

Committee Chair Chris Bott called the meeting to order at 10:32 a.m.

In compliance with PA 254 each trustee should publicly announce if they are attending remotely and provide their current physical location. The member's announcement must identify specifically the member's physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely.

Members Present: **Chris Bott**, remotely from the City of Traverse City, Grand Traverse County, Michigan;
Kennard Weaver, remotely from Peninsula Township, Grand Traverse County, Michigan;
Rachel Johnson, remotely from Blair Township, Grand Traverse County, Michigan

Members Absent: None

Others Present: President Nick Nissley, Holly Gorton, Lynne Moritz, Doug Bishop (as a member of the public, without input)

President's Update

President Nick Nissley provided an update on the Great Lakes Culinary Institute (GLCI), which is currently undergoing planning to reduce their budget deficit and address declining enrollment. Nissley charged the Reimagining GLCI Committee to create a plan by June 1, 2021. The plan is currently being reviewed internally and identifies two challenges—the labor model and underutilization of Lobdell's. As such, a second team has been charged to explore options for improved utilization of Lobdell's, with a proposal deadline of March 1, 2022.

With the upcoming return to in-person meetings, President Nissley addressed concerns regarding board governance with the intention to maintain board meeting time efficiency and discussions at the appropriate board level.

Upcoming Board of Trustees Meeting Agenda

There was discussion regarding the June regular meeting format and potential ways to improve meeting efficiency and appropriate use of resources through agenda development. Regarding the upcoming transition to in-person meetings, it was recommended Board Policy A-104.00 Board of Trustees Video Recording of Meetings be reviewed to consider whether to livestream future meetings.

Public Comment—There was no public comment offered.

The meeting was adjourned at 11:17 a.m.

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



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

Phone: (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: Monday, June 21, 2021
Re: State/Federal Legislative Update

State

FY22 State Budget Process

The FY22 state budget process continues to move forward with negotiations ongoing between the House, Senate and Executive branch. However, while budget target negotiations are said to be going well, doubts are growing that the Whitmer administration and legislators can complete work on the entire budget by the July 1st self-imposed deadline. While the July 1 deadline exists in law, legislation has been adopted by the Senate and is pending in the House that would allow the legislature to remove the deadline if negotiations need to continue.

As you will recall, the most significant differences between the Executive branch, House and Senate versions of the community college budget is that the House proposes to eliminate the current performance funding formula and replace it with formula based on fiscal year equated students (FYES). In addition, both the House and Senate do not propose any funding for the Futures for Frontliners Programs and the House does not provide funding for the Michigan Reconnect Program.

	FY21 Enacted	FY22 Governors	FY22 Senate Passed	FY22 House Passed
<i>Statewide Community College Funding</i>		<i>2% increase</i>	<i>2% increase</i>	<i>6.7% increase</i>
<i>NMC Base plus Operations Appropriation</i>	<i>\$9,843,100 0% increase over FY20</i>	<i>\$9,995,400 +\$152,300 +1.5%</i>	<i>\$9,995,400 +\$152,300 +1.5%</i>	<i>\$10,822,600 +\$979,000 +10%</i>
<i>Tuition Restraint Language</i>	<i>No</i>	<i>Yes: 4.2% cap</i>	<i>Yes: 4.2% cap</i>	<i>No</i>
<i>MI-Reconnect</i>	<i>\$30 million</i>	<i>\$90 million</i>	<i>\$30 million</i>	<i>\$0</i>
<i>F4F</i>	<i>\$0</i>	<i>\$39.1 million</i>	<i>\$0</i>	<i>\$0</i>
<i>Wraparound Services</i>	<i>\$0</i>	<i>\$6 million</i>	<i>\$0</i>	<i>\$0</i>

*FY22 Community College Budget (SB 94 and HB 4401)
FY22 LEO Budget (SB 85) or General Government (HB 4398)*

Key Points

- We ask legislators to prioritize funding to support Michigan community college students.
 1. Maintain at least a 2% increase for community college budgets
 2. Support fully funding Michigan Reconnect and Frontliners programs
 3. Support capital project funding for projects like NMC’s integrated student services hub

Capital Outlay Funding

As you will recall, capital outlay projects were not accepted to be included in an Executive budget recommendation. However, based on feedback from the Joint Capital Outlay Committee and the positive budget position that the state is in, we are sending a request for the Osterlin Integrated Student Services Hub to both the Joint Capital Outlay Committee and our Northern Michigan legislative caucus. (see below)

Federal

Federal FY22 Budget

I participated in a AACC webinar recently that provided an overview of the association's priorities relative to the President's FY22 proposed budget. These priorities include:

- Doubling Pell Grant Maximum
 - \$400 proposed by President Biden through regular appropriations process
- Strengthening Community College Training Grants
 - AACC seeks \$125 million (up from \$45 million as proposed by President Biden)

Tax Legislation

To pay for infrastructure and other priorities, the Biden Administration is tasking congress with raising revenues. Therefore, the AACC has developed several key priorities to be included in a tax bill should it be developed:

- Increase American Opportunity Tax Credit (AOTC) eligibility
- Add computer, dependent care to AOTC and Lifetime Learning Credit (LLC) eligibility
- Expanding LLC to better serve community college students

CARES, CRRSA, and ARP (HEERF) Implementation

- Colleges' Implementation Proceeds
- Colleges Continue to Have Questions About Permissible Uses of Funds
- Colleges Have 90 Days After Notification to Spend Some Student AND Institutional Funds
- One Year No-Cost Extension Is Looming Option for Many Institutions, While Speedily Spending \$ Is ED/Congressional Priority
- More funding unlikely



**Northwestern
Michigan
College**

Office of Nick Nissley, Ed.D., *President*
1701 East Front Street | Traverse City, Michigan 49686-3061
Ph (231) 995-1010 | nmcpresident@nmc.edu | nmc.edu

June 18, 2021

The Honorable Ken Horn, Chairman
Joint Capital Outlay Subcommittee
P.O. Box 30036
Lansing, Michigan 48909

The Honorable Matt Maddock, Chairman
Joint Capital Outlay Subcommittee
P.O. Box 30014
Lansing, MI 48909

Dear Chairman Horn, Chairman Maddock and Members of the Committee:

Thank you for your continued support of Michigan's 28 community colleges. We appreciate your leadership and commitment to ensuring institutions such as Northwestern Michigan College (NMC) have the financial resources needed to support student success. As you complete work on the appropriation of both state and federal funding, we would like to highlight an opportunity to make a small investment in NMC that will yield significant return for our learners: the renovation of a 57-year old campus building into an Integrated Student Service Hub.

NMC's central campus is an iconic focal point for our students and community alike. Set "under the pines", our campus is home to state-of-the-art facilities such as the [West Hall Innovation Center](#) and [North Hall](#). However, the campus and our students are undoubtedly missing a "central hub" for essential student services such as admissions, financial aid, counseling, advising, health and veterans' services. Uniting these services at one central location will increase student retention and completion through an improved student experience.

Attached is a one-page overview of this project, noting NMC's commitment to matching at least 50% of costs. Although the Governor's office is not accepting capital projects, we seek your consideration for funding this important initiative. State support through capital outlay or other federal recovery funding would greatly accelerate our pace and scope. This project was submitted twice in prior years via the Capital Outlay process.

Thank you for your consideration. If I can be a resource on this matter or any other matter related to community colleges, please reach out. You may also contact NMC's Director of Advocacy and Government Relations, Gabe Schneider at 517-449-6453 or gschneider@nmc.edu.

Sincerely,

Nick Nissley, Ed.D.
President

Cc: State Senator Wayne Schmidt
State Senator Curt VanderWall
State Senator Jim Stamas
State Representative John Roth
State Representative Jack O'Malley

Board of Trustees: Chris M. Bott, *Chair* | Rachel A. Johnson, *Vice Chair* | Kenneth R. Warner, *Secretary*
Laura J. Oblinger, *Treasurer* | Douglas S. Bishop | Michael Estes | Kennard R. Weaver

Find it here.

Integrated Student Service Hub

Total Project Cost: \$5.6 million | State Funding Request: \$2.8 million



Summary

This project will transform Northwestern Michigan College's 57 year-old Osterlin Building on central campus into an integrated student service hub. The hub will efficiently serve student needs for admissions, financial aid, cashiers, advising, counseling, international outreach, health and veteran services. It features a dedicated Veterans Lounge, testing center, and talent development services area.

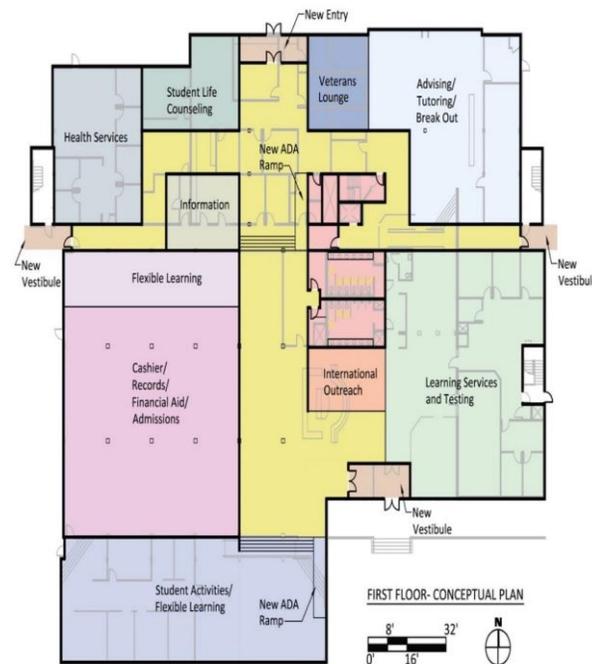
Features

- Key student needs centralized from 3 buildings to 1
- Reduced environmental footprint through use of sustainable technologies
- Integrates with regional talent development strategy
- Veterans Lounge
- Reduced operating costs
- Local matching funds (\$2.8m)
- No impact on tuition
- Last state funded capital project was 2018

Key Upgrades

- 26,000 ft.² renovation, includes demolition and reconstruction of 1st floor interior design
- HVAC modernization
- Energy efficient windows
- Exterior upgrades
- Improve ADA accessibility
- Lighting and electrical upgrades
- IT infrastructure upgrades
- Elevator upgrade

Renovated Floor Plan



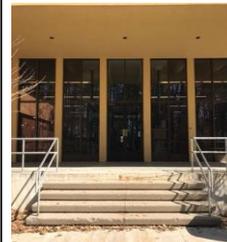
Student Outcome

Increased student retention and completion due to an improved, holistic customer service experience via the Hub

Current Condition



Osterlin Building – SE Exterior



Osterlin Building – Main Entrance



Osterlin Building – Student Success Ctr

**NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
MINUTES
Monday, May 24, 2021
Virtual Zoom Webinar ID: 971 7014 3919
Traverse City, MI**

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

ROLL CALL

In compliance with PA 254 each trustee should publicly announce if they are attending remotely and provide their current physical location. The member's announcement must identify specifically the member's physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely.

Trustees present: **Chris M. Bott**, attending remotely from Traverse City, Grand Traverse County, Michigan; **Rachel A. Johnson**, attending remotely from Garfield Township, Grand Traverse County, Michigan; **Laura J. Oblinger**, attending remotely from Garfield Township, Grand Traverse County, Michigan; **Kenneth E. Warner**, attending remotely from East Bay Township, Grand Traverse County, Michigan; **Kennard R. Weaver**, attending remotely from Peninsula Township, Grand Traverse County, Michigan

Trustees absent: Douglas S. Bishop, Michael Estes

Also present: President Nick Nissley, Vicki Cook, Marguerite Cotto, John Dancer, Jerry Dobek, Diana Fairbanks, Joy Goodchild, Holly Gorton, Troy Kierczynski, Mark Liebling, Lynne Moritz, Kyle Morrison, Todd Neibauer, Denny Nguyen, Mallory Sajewski, Stephen Siciliano, Rebecca Teahen, Bob Verschaeve

REVIEW OF AGENDA—The agenda was accepted as presented.

REPORTS

Faculty Report—Viewing Images Through the NMC Telescope Without Physically Looking—Jerry Dobek, Science & Math Faculty in Astronomy and Science Department Head, explained the problem solving he utilized at the beginning of the pandemic to bring images from the Rogers Observatory telescope into the classroom. Images were projected in 'real-time' to a screen in the classroom and could be broadcast via Zoom to guests without physically attending the Observatory. COVID-19 restrictions would not allow students or guests to physically observe through the eyepiece of the telescopes. Dobek noted recent virtual events, including one in which 453 people participated in a collaboration with Sleeping Bear Dunes; participants were from Hawaii, Alaska, and other distant locations. Using old technology for a new innovation, Dobek shared images of the moon, Jupiter, Saturn, star clusters, and a galaxy eight million light years away. The images would be utilized in future courses, both face-to-face and virtual. Dobek noted the pandemic pivot illustrated he could teach the course virtually, which he never thought possible before.

Enrollment Report—Todd Neibauer, Vice President for Student Services and Technology, provided the enrollment report, noting summer count day was in about a month and it was still early for fall enrollment numbers. Up 12% for summer, Neibauer attributes the increase to the Michigan Reconnect program.

Financial Report—Troy Kierczynski, Interim Vice President of Finance and Administration, reviewed the financial report for the period ending April 30, 2021. Kierczynski focused on projections for finishing FY 2021, which he anticipates will break even. Tuition and fees are behind almost \$1 million due to limited offerings during COVID, but anticipated state budget cuts were not as dire as budgeted. Expense savings is evident in almost every category.

Foundation Report—Rebecca Teahen, Associate Vice President for Resource Development and Executive Director of Foundation, provided the May 2021 Foundation update. The largest direct mail appeal had gone to households throughout the region recently as the campaign neared its conclusion at the end of June. In response to a question, Teahen described ways in which trustees can further support the campaign and encourage sustainable donors.

PRMC Report—Diana Fairbanks, Executive Director of Public Relations, Marketing, and Communications, stated there were many positive news stories in April, including stories regarding the \$3 million donation from Diana and Richard Milock, as well as eSports. Fairbanks noted the next issue of Nexus was coming to mailboxes soon.

Strategic Planning Report—Stephen Siciliano, Vice President for Educational Services, provided an update on the strategic planning process, which had been very busy with over twenty focus groups held for various stakeholders. Siciliano reported on the process to develop the Learner Experience Statement, which had great student input. The Future Summit would be held the afternoon of June 23, and open to everyone in the community. Board Chair Chris Bott noted students were requesting variety and flexibility in terms of course offering options.

Executive Committee Report—Committee Chair Chris Bott provided a report on the work of the Board Executive Committee. Among topics discussed at the May 13 meeting, Bott highlighted the action item later in the agenda to recommend authorization to utilize an executive search firm for the Vice President of Innovation and Strategy position. Bott noted the position would be critical to ensure proper implementation of the strategic plan.

Building and Site Committee Report—Rachel Johnson, Committee Chair, summarized the West Hall Innovation Center Dewatering Project, emphasizing the importance of the funding timeline and the committee's concern regarding impact on neighbors and future development. Future development plans for the Osterlin Building were also discussed.

Audit Committee Report—Kennard Weaver, Committee Chair, explained the committee approved the scope of the audit, which concludes the last year of a five-year contract with current auditors of Plante Moran. There was discussion pertaining to the best practices of selecting an auditor and it was determined a Request for Proposals (RFP) would go out in the spring of 2022.

Legislative Issues Report—President Nick Nissley discussed recent developments in the state budget process, noting he and legislative consultant Gabe Schneider had met with Rep. Roth and Rep. O'Malley recently.

PUBLIC INPUT—There was no public input offered.

UPDATES

President's Update—President Nick Nissley began his update by noting significant developments in pandemic protocol. Campus moved to stage three of the re-opening plan and masks were not required on campus for those fully vaccinated. Nissley commended Jeff Cobb for the recent choral concert on campus and Registrar Cindy Deemer and the Commencement Committee for a successful May 1 walk-through commencement.

Board Chair Update—Chair Chris Bott initiated a discussion regarding meeting formats going forward. With the county health department concluding its use of the Hagerty Center as a mass vaccination site, there was potential for the June 28 meeting to be held in person. Trustees expressed interest in holding the June meeting in person, provided it can be held in full and not adjourned early due to capacity limits.

DISCUSSION ITEMS

FY22 Budget Development Considerations—Troy Kierczynski, Interim Vice President of Finance and Administration, presented on Budget Development Considerations for FY22. Most students would pay less next year, as eliminating the flexible learning online (FLO) fee would offset the recommended 3% tuition increase. While there would be increased funding for professional development, capital equipment, and deferred maintenance, as well as strategic investments in areas such as Aviation and PRMC, Kierczynski did present a balanced budget.

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 April 26, 2021, regular meeting
- Minutes of the May 11, 2021, special meeting

ACTION ITEMS

Notice of Truth in Taxation Hearing Notice—On a motion by Laura Oblinger, seconded by Rachel Johnson, the Board recommended that the Truth-in-Taxation First Resolution be adopted as presented. The motion passed with a unanimous vote.

Search Firm for Vice President of Strategy and Innovation—On a motion by Laura Oblinger, seconded by Kennard Weaver, the Board authorized administration to spend up to \$45,000 to engage an executive search firm for the Vice President of Innovation and Strategy position. The motion passed with a unanimous vote.

West Hall Innovation Center Dewatering Project—On a motion by Rachel Johnson, seconded by Ken Warner, the Board authorized administration to accept the lowest practical bid for a dewatering system, within an estimated budget of \$246,200 with a 25% contingency, for a total of \$308,000. The motion passed with a unanimous vote.

Native American Grant Application—On a motion by Kennard Weaver, seconded by Rachel Johnson, the Board authorized administration to submit application for the 2% grant from the Grand Traverse Band of Ottawa and Chippewa Indians video gaming revenue as presented. The motion passed with a unanimous vote.

Closed Session—Kennard Weaver made a motion, seconded by Rachel Johnson, that the Board convene in closed session as permitted by Section 8(h) of the Open Meetings Act, MCL 15.268(h), to consider one privileged legal memo prepared by the college’s outside counsel, Miller Canfield, PLC, which are materials exempt from discussion or disclosure under state or federal statute as written attorney-client communications in connection with Section 13(1)(g) of Michigan’s Freedom of Information Act, MCL 15.243(1)(g). The motion passed with the following roll call vote: Yes—Kennard Weaver, Ken Warner, Laura Oblinger, Rachel Johnson, Chris Bott; No—none; and the Board went into closed session at 7:57 p.m.

Reconvene Regular Meeting—On a motion by Rachel Johnson, seconded by Kennard Weaver, the closed session was adjourned and the open session was reconvened at 8:42 p.m. with the following roll call vote: Yes—Rachel Johnson, Kennard Weaver, Ken Warner, Laura Oblinger, Chris Bott; No—none.

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 8:44 p.m.

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

SIGNED _____
Chris M. Bott, Chair

ATTESTED _____
Kenneth E. Warner, Secretary

**NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
SPECIAL MEETING MINUTES
Wednesday, June 9, 2021
Virtual Zoom Webinar ID: 963 1642 7231**

CALL TO ORDER—Chair Chris M. Bott called the regular meeting to order at 9:31 a.m.

ROLL CALL

Trustees present: **Chris M. Bott**, attending remotely from city of Traverse City, Grand Traverse County, Michigan; **Rachel A. Johnson**, attending remotely from Blair Township, Grand Traverse County, Michigan; **Laura J. Oblinger**, attending remotely from the city of Traverse City, Grand Traverse County, Michigan; **Kenneth E. Warner**, attending remotely from East Bay Township, Grand Traverse County, Michigan; **Kennard R. Weaver** (at 9:40 a.m.), attending remotely from Peninsula Township, Grand Traverse County, Michigan

Trustees absent: Doug Bishop, Michael Estes

Also present: President Nick Nissley, Chrissy Coley, Vicki Cook, Holly Gorton, Troy Kierczynski, Lynne Moritz, Diana Fairbanks, Joy Goodchild, Marguerite Cotto, Mark Liebling, Lisa Sheppley, Stephen Siciliano, Rebecca Teahen

REVIEW OF AGENDA—The agenda was accepted as presented.

ACTION ITEMS

Oleson Center Roofing Project—On a motion by Laura Oblinger, seconded by Rachel Johnson, the Board authorized administration to enter into a contract with Excel Roofing in the amount of \$73,500, plus a 15% contingency of \$11,025, for a total amount of \$84,525, for the Oleson Center building roof project. The motion passed with a unanimous vote.

DISCUSSION ITEMS

Strategic Planning Vision and Values—Chair Chris Bott provided an introduction to the discussion and noted the meeting’s objective was to provide valuable feedback on the vision and values to the strategic planning steering committee and CampusWorks regarding key components for these two board policies.

PUBLIC INPUT—There was no public input offered.

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 10:05 a.m.

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

SIGNED _____
Chris M. Bott, Chair

ATTESTED _____
Kenneth E. Warner, Secretary

**TAX LEVY AUTHORIZATION RESOLUTION
FOR ADOPTION BY THE BOARD OF TRUSTEES OF
NORTHWESTERN MICHIGAN COLLEGE**

A regular meeting of the Board of Trustees (the “Board”) of Northwestern Michigan College Michigan (the “College”) was held on June 28, 2021, at 5:30 p.m. in room 106/107 in West Hall at Northwestern Michigan College’s main campus in Traverse City, Michigan.

The meeting was called to order by _____.

Present: _____

Absent: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS, the Board of Trustees by resolution of June 28,2021 proposes a total authorized levy not to exceed **2.09 mills** within the district for operating purposes for fiscal year 2021-2022; and

WHEREAS, the Board of Trustees has complete authority to establish a maximum of **2.09 mills** for operating purposes in fiscal year 2021-2022 from within its authorized millage rate; and

WHEREAS, the Board of Trustees held a budget hearing on June 28, 2021 at 5:30 p.m. in West Hall of Northwestern Michigan College to receive comments from the public regarding the proposed budget; and the budget document contains the requisite “Truth in Budgeting Act.”

NOW THEREFORE, BE IT RESOLVED THAT:

1. For fiscal year 2021-2022 the total millage rate not to exceed **2.09 mills**, shall be levied upon property located within the college district.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: _____

Nays: _____

Resolution declared adopted.

Kenneth E. Warner, Board of Trustees Secretary

The undersigned, duly qualified and acting Secretary of the Board of Trustees of Northwestern Michigan College, Michigan hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Trustees at a regular meeting held on June 28, 2021, the original of which is part of the Board’s minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the “Open Meetings Act” (Act 267, PA 1976, as amended).

Kenneth E. Warner, Board of Trustees Secretary



MEMO
Administrative Services

To: Dr. Nick Nissley, President
From: Troy Kierczynski – Interim Vice President of Finance and Administration
Date: June 15, 2021
Subject: FY22 Budget and FY22 Tuition Rate Recommendation

Attached is the fiscal year 2022 Draft Budget and tuition rate recommendation for the Board of Trustees' approval.

General Tuition – 3% change

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$ 109.00	\$ 112.00	\$3.00	\$72.00
Out of District	\$ 227.00	\$ 234.00	\$7.00	\$168.00
Out of State	\$ 296.00	\$ 305.00	\$9.00	\$216.00
International	\$ 334.00	\$ 344.00	\$10.00	\$240.00

*Based on 24 contact hours in an academic year; excludes the impact of eliminating the flexible learning online (F.L.O.) fee, a \$20 per online contact hour fee. Eliminating the online fee will result in net savings for many students, depending on their online course load.

Tier I – 3% change

Automotive, Audio Technology, Construction Technology, Dental Assistant, Nursing, Surgical Technology, and Surveying

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$131.00	\$135.00	\$4.00	\$96.00
Out of District	\$261.00	\$269.00	\$8.00	\$192.00
Out of State	\$338.00	\$348.00	\$10.00	\$240.00
International	\$381.00	\$393.00	\$12.00	\$288.00

Tier II – no change

Culinary

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$156.00	\$156.00	\$0.00	\$0.00
Out of District	\$300.00	\$300.00	\$0.00	\$0.00
Out of State	\$400.00	\$400.00	\$0.00	\$0.00
International	\$452.00	\$452.00	\$0.00	\$0.00

Tier III – 3% change
Maritime and 300+ Level Courses

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$445.00	\$458.00	\$13.00	\$312.00
Out of District	\$445.00	\$458.00	\$13.00	\$312.00
Out of State	\$445.00	\$458.00	\$13.00	\$312.00
International	\$488.00	\$503.00	\$15.00	\$312.00

**GENERAL APPROPRIATION RESOLUTION
FOR ADOPTION BY THE BOARD OF TRUSTEES
OF NORTHWESTERN MICHIGAN COLLEGE**

A regular meeting of the Board of Trustees (the “Board”) of Northwestern Michigan College Michigan (the “College”) was held on June 28, 2021, at 5:30 p.m. in room 106/107 in West Hall at Northwestern Michigan College’s main campus in Traverse City, Michigan.

The meeting was called to order by _____.

Present: _____

Absent: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____.

RESOLVED, that this resolution shall be the general appropriations of Northwestern Michigan College for the fiscal year 2021-2022. A resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all income received by Northwestern Michigan College.

BE IT FURTHER RESOLVED that the total revenues estimated to be available for appropriations in the **General Fund** of Northwestern Michigan College for the fiscal year 2021-2022 is as follows:

Revenue	<u>\$45,185,230</u>
---------	----------------------------

BE IT FURTHER RESOLVED that **\$45,185,230** of the total available to appropriate in the **General Fund** is hereby appropriated in the amounts and for the purposes set forth in Exhibit 1 of the budget.

BE IT FURTHER RESOLVED, that the administration is hereby authorized to transfer funds within and among individual budget lines and activities represented in the approved appropriation without prior Board approval with the provision that such transfers will not increase or surpass the total Board approved appropriation.

Ayes: _____

Nays: _____

Resolution declared adopted.

Kenneth E. Warner, Board of Trustees Secretary

The undersigned, duly qualified and acting Secretary of the Board of Trustees of Northwestern Michigan College, Michigan hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Trustees at a regular meeting held on June 28, 2021, the original of which is part of the Board’s minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the “Open Meetings Act” (Act 267, PA 1976, as amended).

Kenneth E. Warner, Board of Trustees Secretary

NORTHWESTERN MICHIGAN COLLEGE
Comprehensive Campaign
RESOLUTION

A regular meeting of the Board of Trustees of Northwestern Michigan College was held at the West Hall Innovation Center on the Campus of Northwestern Michigan College, on the 28th of June, 2021, at 5:30 in the evening.

The meeting was called to order by Chris M. Bott, Chair.

Trustees Present:

Trustees Absent:

The following preamble and resolution were offered by _____, and supported by _____,

WHEREAS: The NMC Foundation, with support of the Board of Trustees of Northwestern Michigan College, entered into the public phase of the Be What's Possible Campaign on October 9, 2019. This was the first comprehensive fundraising campaign the college had ever undertaken, with an initial goal of raising \$35 million in philanthropic support for college programs, facilities, scholarships and the fund for NMC.

The Northwestern Michigan College Foundation has not only met, but exceeded the \$35 million goal set forth for the campaign, raising more than \$40 million to date.

THEREFORE, BE IT RESOLVED THAT: The Board of Trustees of Northwestern Michigan College extends appreciation to the NMC Foundation and the more than 5,000 donors who have contributed to this tremendous effort to help ensure the college and our students thrive today and into the future.

The Board of Trustees now joins the Foundation in celebrating the successful conclusion of this campaign, scheduled to end June 30, 2021.



*Lifelong &
Professional Learning*

To: Dr. Nick Nissley, President
 From: Marguerite Cotto, VP
 Date: June 21, 2021
 Subject: MNJTP – New and Amended Agreements for Board Approval

Recommendation

New agreement:

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

- Functional Dimensions (dba: Superior Physical Therapy): 3 new positions proposed; training will focus on continuing education in physical therapy and orthopedics; medical billing specialist.

Agreement amendment:

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

- RJG, Inc.: Continued amendment of existing agreement extended through 2026.
- Britten, Inc.: Amendment to additional agreement extending through 2024.
- Cherry Republic, Inc.: Amendments (2) extending agreements through 2023 and 2026.
- Shoreline Power Services, Inc.: Amendment extending agreement through 2023.
- Cerny Industries dba Strata Design: Amendment estimated state withholding,

Observations on program activity

As noted in the September 2020 cover memo for action on New Jobs Training Program agreements, participating employers continue to evaluate and adjust their projected new position planning. We anticipate this trend to continue, particularly in those agreements with proposed completion dates of 2022 and 2023.

Current overall projections continue to indicate that overall, the program will have provided training incentives to 998 new jobs in the region meeting the Department of Treasury criteria hourly earnings 175% above minimum wage.

Training expenditures are now valued at \$7.7 million dollars to the region, delivered through 2031.

Thank you.

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

Estimated Expenses

MCCA Administration Costs (1%)

College Administration Costs (14%)

Total Estimated Training Budget

	Original Award 05/20/19	Amendment 09/28/20	Amendment 06/28/21
Estimated State Withholding	\$ 100,000	\$ 217,233	\$ 228,233
MCCA Administration Costs (1%)	\$ 870	\$ 1,889	\$ 1,985
College Administration Costs (14%)	\$ 12,174	\$ 26,446	\$ 27,785
Total Estimated Training Budget	\$ 86,957	\$ 188,898	\$ 198,463

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

	04/21/21			04/21/26	
Original Award 04/22/13	Amendment 1 06/24/19	Amendment 2 03/13/20	Amendment 3 09/28/20	Amendment 4 03/24/21	Amendment 5 06/28/21
\$ 150,000	\$ 180,000		\$ 185,011		\$ 313,486
\$ 1,304	\$ 1,565		\$ 1,609		\$ 2,726
\$ 18,261	\$ 21,913		\$ 22,523		\$ 38,164
\$ 130,435	\$ 156,522		\$ 160,879		\$ 272,597

Michigan New Jobs Training Program -- Board Summary

Company: **Cherry Republic**

6026 South Lake Street; PO Box 677; Glen Arbor, MI 49636-0677

Company Classification: 311421

Type of Agreement: Five-Year Agreement

Existing Jobs: 75

Net New Jobs to be Created: 18

People to be Trained: 18

Approximate Start Date: 09/24/18

Approximate End Date: 09/23/23

Budget Analysis: Revenues

Estimated State Withholding

Estimated Expenses

MCCA Administration Costs (1%)

College Administration Costs (14%)

Total Estimated Training Budget

	Original Award 09/24/18	Amendment 06/21
Estimated State Withholding	\$ 125,000	\$ 240,000
<u>Estimated Expenses</u>		
MCCA Administration Costs (1%)	\$ 1,087	\$ 2,087
College Administration Costs (14%)	\$ 15,217	\$ 29,217
Total Estimated Training Budget	\$ 108,696	\$ 208,696

Funding Vehicle: Pay-As-You-Go Agreement

Recommendation: Agreement Approval

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

**Amendment
03/24/21
Expires
05/22/26**

Budget Analysis:

Revenues

Estimated State Withholding

Estimated Expenses

MCCA Administration Costs (1%)

College Administration Costs (14%)

Total Estimated Training Budget

	Original Agreement	Amendment 05/20/19	Amendment 09/28/20	Amendment 06/28/21
Estimated State Withholding	\$ 100,000	\$ 120,000	\$ 145,000	\$ 220,000
MCCA Administration Costs (1%)	\$ 870	\$ 1,043	\$ 1,261	\$ 1,913
College Administration Costs (14%)	\$ 12,174	\$ 14,609	\$ 17,652	\$ 26,783
Total Estimated Training Budget	\$ 86,956	\$ 104,348	\$ 126,087	\$ 191,304

Funding Vehicle:

Pay-As-You-Go Agreement

Michigan New Jobs Training Program Board Summary

Company:	Shoreline Power Services Inc.																																
Classification Code:	238210 -- Electrical Contractors and Other Wire Installation Contractors																																
Agreement Type:	Seven-Year Agreement (amended) Amended 04/20 to a Ten-Year Agreement with an expiration date of 04/21/23.																																
Overview:	Shoreline Power Services, Inc. is a full-service electrical contractor. They were created in 2012. Shoreline Power Services currently employees 20 people with plans to hire 10 additional employees within the next year. The new positions earn wages of between \$15 to \$27 per hour.																																
Existing Jobs:	20																																
Net New Jobs to be Created:	10	Amended on 08/25/14 to: 30.	Amended on 08/24/15 to: 65.																														
People to be Trained:	10																																
Approximate Start Date:	05/01/13																																
Approximate End Date:	04/30/20																																
Budget Analysis:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Revenues</u></th> <th style="text-align: center;">Award</th> <th style="text-align: center;">Amendment of 08/25/14</th> <th style="text-align: center;">Amendment of 08/24/15</th> <th style="text-align: center;">Amendment of 06/28/21</th> </tr> </thead> <tbody> <tr> <td>Estimated State Withholding</td> <td style="text-align: right;">\$ 119,012</td> <td style="text-align: right;">\$ 144,012</td> <td style="text-align: right;">\$ 340,012</td> <td style="text-align: right;">\$ 440,012</td> </tr> <tr> <td colspan="5"><u>Estimated Expenses</u></td> </tr> <tr> <td>MCCA Administration Costs (1%)</td> <td style="text-align: right;">\$ 1,035</td> <td style="text-align: right;">\$ 1,252</td> <td style="text-align: right;">\$ 2,957</td> <td style="text-align: right;">\$ 3,826</td> </tr> <tr> <td>College Administration Costs (14%)</td> <td style="text-align: right;">\$ 14,488</td> <td style="text-align: right;">\$ 17,532</td> <td style="text-align: right;">\$ 41,393</td> <td style="text-align: right;">\$ 53,567</td> </tr> <tr> <td>Total Estimated Training Budget</td> <td style="text-align: right;">\$ 103,489</td> <td style="text-align: right;">\$ 125,228</td> <td style="text-align: right;">\$ 295,663</td> <td style="text-align: right;">\$ 382,619</td> </tr> </tbody> </table>			<u>Revenues</u>	Award	Amendment of 08/25/14	Amendment of 08/24/15	Amendment of 06/28/21	Estimated State Withholding	\$ 119,012	\$ 144,012	\$ 340,012	\$ 440,012	<u>Estimated Expenses</u>					MCCA Administration Costs (1%)	\$ 1,035	\$ 1,252	\$ 2,957	\$ 3,826	College Administration Costs (14%)	\$ 14,488	\$ 17,532	\$ 41,393	\$ 53,567	Total Estimated Training Budget	\$ 103,489	\$ 125,228	\$ 295,663	\$ 382,619
<u>Revenues</u>	Award	Amendment of 08/25/14	Amendment of 08/24/15	Amendment of 06/28/21																													
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Total Estimated Training Budget	\$ 103,489	\$ 125,228	\$ 295,663	\$ 382,619																													
Funding Vehicle:	Pay-As-You-Go Agreement																																
Recommendation:	Agreement Approved																																

Michigan New Jobs Training Program -- Board Summary

Company:	Functional Dimensions, LLC dba Superior Physical Therapy												
	3899 West Front Street, Unit 3; Traverse City, MI 49684												
Type of Agreement:	Ten-Year Agreement												
Existing Jobs:	17												
Net New Jobs to be Created:	3												
People to be Trained:	3												
Approximate Start Date:	08/01/21												
Approximate End Date:	06/27/31												
Budget Analysis:	<table border="0"> <tr> <td><u>Revenues</u></td> <td></td> </tr> <tr> <td>Estimated State Withholding</td> <td style="text-align: right;">\$ 70,000</td> </tr> <tr> <td><u>Estimated Expenses</u></td> <td></td> </tr> <tr> <td>MCCA Administration Costs (1%)</td> <td style="text-align: right;">\$ 609</td> </tr> <tr> <td>College Administration Costs (14%)</td> <td style="text-align: right;">\$ 8,522</td> </tr> <tr> <td>Total Estimated Training Budget</td> <td style="text-align: right;">\$ 60,870</td> </tr> </table>	<u>Revenues</u>		Estimated State Withholding	\$ 70,000	<u>Estimated Expenses</u>		MCCA Administration Costs (1%)	\$ 609	College Administration Costs (14%)	\$ 8,522	Total Estimated Training Budget	\$ 60,870
<u>Revenues</u>													
Estimated State Withholding	\$ 70,000												
<u>Estimated Expenses</u>													
MCCA Administration Costs (1%)	\$ 609												
College Administration Costs (14%)	\$ 8,522												
Total Estimated Training Budget	\$ 60,870												
Funding Vehicle:	Pay-As-You-Go Agreement												
Recommendation:	Agreement Approval												

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-237; Amendment No. 2

PART I

This amendment between Northwestern Michigan College and Britten Inc., dated June 28, 2021, amends the previous Agreement dated September 28, 2020. This Agreement increases the budget from \$217,232.74 to \$228,233.

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

Lindsey Lipke, Interim Controller
Northwestern Michigan College
1701 East Front Street
Traverse City, MI 49686
llipke@nmc.edu
231-995-1943

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
Federal ID: 83-2409738

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	\$198,463
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 29,770
	TOTAL	\$228,233

Final Costs

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

Acknowledged this 28th day of June 2021.

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:	\$198,463
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	\$1,074,038	\$ 45,647	\$ 45,647
2	\$1,074,038	\$ 45,647	\$ 91,294
3	\$1,074,038	\$ 45,647	\$136,941
4	\$1,074,038	\$ 45,647	\$182,588
5	\$1,074,038	\$ 45,647	\$228,233

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: June 24, 2021

BRITTEN INC.

Name: _____
Danielle Willson

Title: HR Generalist

Date: June 28, 2021

MICHIGAN NEW JOBS TRAINING AGREEMENT
NJTP-052; Amendment No. 5
PART I

This amendment between Northwestern Michigan College and Cherry Republic dated June 28, 2021, amends the previous agreement dated March 24, 2021. The Agreement increases the budget from \$185,011.41 to \$313,486.

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

Lindsey Lipke, Interim Controller
 Northwestern Michigan College
 1701 East Front Street
 Traverse City, MI 49686
llipke@nmc.edu
 231-995-1943

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 thirteen (13) years, expiring April 21, 2026, 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	\$ 272,597
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 40,889
	TOTAL	\$ 313,486

Final Costs

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

Acknowledged this 28th day of June 2021.

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:	\$272,597
D.	Expected begin date:	05/01/13
E.	Expected end date:	04/21/26

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

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: June 28, 2021

CHERRY REPUBLIC

Name: _____
Todd Ciolek

Title: Chief Executive Officer

Date: June 28, 2021

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-219; Amendment No. 1

PART I

This amendment between Northwestern Michigan College and Cherry Republic dated June 28, 2021, amends the previous agreement dated September 24, 2018. This Agreement increases the budget from \$125,000 to \$240,000.

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

Lindsey Lipke, Interim Controller
Northwestern Michigan College
1701 East Front Street
Traverse City, MI 49686
llipke@nmc.edu
231-995-1943

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 July 26, 2018, the date of the Preliminary Agreement, was 75 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 75.
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 24, 2018 (the “Effective Date”).
6. The term of this Agreement shall be five (5) years, expiring September 23, 2023, 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	\$ 208,696
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 31,304
	TOTAL	\$ 240,000

Final Costs

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

Acknowledged this 28th day of June 2021.

Todd Ciolek, CEO
Cherry Republic

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	18
B.	Expected date by which new jobs will be filled:	01/01/20
C.	Estimated costs of training:	\$ 208,696
D.	Expected begin date:	09/24/18
E.	Expected end date:	09/23/23

II. Description of Training

- Leadership Skills
- Customer Service
- Alcohol Management
- Safety

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	\$1,129,412	\$ 48,000	\$ 48,000
2	\$1,129,412	\$ 48,000	\$ 96,000
3	\$1,129,412	\$ 48,000	\$144,000
4	\$1,129,412	\$ 48,000	\$192,000
5	\$1,129,412	\$ 48,000	\$240,000

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: June 28, 2021

CHERRY REPUBLIC

Name: _____
Todd Ciolek

Title: Chief Executive Officer

Date: June 28, 2021

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-136; Amendment No. 4

PART I

This amendment between Northwestern Michigan College and RJG, Inc., dated June 28, 2021, amends the previous Agreement dated March 24, 2021. The Agreement increases the budget from \$145,000 to \$220,000.

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

Lindsey Lipke, Interim Controller
Northwestern Michigan College
1701 East Front Street
Traverse City, MI 49686
llipke@nmc.edu
231-995-1943

Training

Lisa Rollin, Senior Accountant
Michigan Manufacturing Technology Center
1701 East Front Street
Traverse City, MI 49686
llrollin@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 ten (10) years, expiring May 22, 2026, 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	\$ 191,304
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 28,696
	TOTAL	\$ 220,000

Final Costs

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

Acknowledged this 28th day of June 2021.

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:	\$191,304
D.	Expected begin date:	07/01/16
E.	Expected end date:	04/22/26

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	\$ 517,647	\$ 22,000	\$ 22,000
2	\$ 517,647	\$ 22,000	\$ 44,000
3	\$ 517,647	\$ 22,000	\$ 66,000
4	\$ 517,647	\$ 22,000	\$ 88,000
5	\$ 517,647	\$ 22,000	\$ 110,000
6	\$ 517,647	\$ 22,000	\$ 132,000
7	\$ 517,647	\$ 22,000	\$ 154,000
8	\$ 517,647	\$ 22,000	\$ 176,000
9	\$ 517,647	\$ 22,000	\$ 198,000
10	\$ 517,647	\$ 22,000	\$ 220,000

Note: Although the term of this Agreement is ten (10) 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: June 24, 2021

RJG INC.

Name: _____
Stephanie Primeau

Title: Executive Assistant

Date: June 24, 2021

MICHIGAN NEW JOBS TRAINING AGREEMENT
Amendment No. 4
PART I

This amendment between Northwestern Michigan College and Shoreline Power Services Inc., dated June 28, 2021, amends the previous Agreement dated April 27, 2020. This Agreement increases the budget from \$340,012 to \$440,012.

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

Finance:

Lindsey Lipke, Interim Controller
 Northwestern Michigan College
 1701 East Front Street
 Traverse City, MI 49686
llipke@nmc.edu
 231-995-1943

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 Shoreline Power Services Inc. of Williamsburg, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Amanda Jerrett
 Human Resources Director
 Shoreline Power Services Inc.
 6724 East Railway Commons
 Williamsburg, MI 49690
Federal ID: 45-5250321

3. The Employer certifies that the number of jobs on its payroll in Michigan as of the date of the Agreement of Intent was 20 and that the highest number of jobs on its payroll in Michigan in the last 12 months was 20.
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 ten (10) years; provided that 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.

**NEW JOBS TRAINING AGREEMENT
PART II
EXHIBIT A—ESTIMATED BUDGET**

1.	Training	\$ 382,619
2.	Administrative Fee	\$ 57,393
	TOTAL	\$ 440,012

The dollar amounts within the line items may fluctuate because of the need to adapt the monies to specific program costs.

Final Costs

1.	Training	\$_____.
2.	Administrative Fee	\$_____.
	TOTAL	\$_____.

Acknowledged this 28th day of June 2021.

Amanda Jerrett
Human Resources Director
Shoreline Power Services Inc.

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Number of new jobs:	65
B.	Expected date by which new jobs will be filled:	12/31/2013
C.	Estimated costs of training:	\$ 382,619
D.	Expected beginning date of training:	05/01/13
E.	Expected ending date of training:	04/21/23

II. Description of Training

- CPR, First Aid, and Blood Pathogens
- Infrared Electrical Inspection
- System Platform 1
- System Platform 2
- Construction OSHA Safety
- RSLogix 5000 Controllogix Fundamentals and Troubleshooting
- Arc Flash
- Accubid Electrical Estimating
- Identocard Premisys
- Cognex Vision
- OSHA 500 for Construction
- OSHA 510 for Construction
- Opto 22 – Snap Pac Systems

EXHIBIT C

Employer Projections of Sources of Payments of Program Costs

Year of Agreement	Estimated Payroll of New Positions	Estimate of Diverted Payroll Taxes	Cumulative Diverted Payroll Taxes
1	\$ 1,035,322	\$ 44,001	\$ 44,001
2	\$ 1,035,322	\$ 44,001	\$ 88,002
3	\$ 1,035,322	\$ 44,001	\$132,003
4	\$ 1,035,322	\$ 44,001	\$176,004
5	\$ 1,035,322	\$ 44,001	\$220,005
6	\$ 1,035,322	\$ 44,001	\$264,006
7	\$ 1,035,322	\$ 44,001	\$308,007
8	\$ 1,035,322	\$ 44,001	\$352,008
9	\$ 1,035,322	\$ 44,001	\$396,009
10	\$ 1,035,322	\$ 44,001	\$440,012

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: June 28, 2021

SHORELINE POWER SERVICES INC.

Name: _____
Amanda Jerrett

Title: Human Resources Director

Date: June 28, 2021

MICHIGAN NEW JOBS TRAINING AGREEMENT
NJTP-137; Amendment No. 2
PART I

This amendment between Northwestern Michigan College and Strata Design dated June 28, 2021, amends the previous agreement dated March 24, 2021. The Agreement increases the budget from \$25,000 to \$25,525.

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

Lindsey Lipke, Interim Controller
 Northwestern Michigan College
 1701 East Front Street
 Traverse City, MI 49686
llipke@nmc.edu
 231-995-1943

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 Cerny Industries dba Strata Design of Traverse City, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Carol Irvine
 Strata Design
 1645 Park Drive
 Traverse City, MI 49686
 Federal ID No.: 26-2834157

3. The Employer certifies that the number of jobs on its payroll in Michigan as of October 19, 2012, the date of the Preliminary Agreement, was 19 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 19.
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 ten (10) years, expiring May 22, 2026, 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	\$ 22,196
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 3,329
	TOTAL	\$ 25,525

Final Costs

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

Acknowledged this 28th day of June 2021.

Tyler Cerny, President
Strata Design

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	4 @ \$14.88 or higher
B.	Expected date by which new jobs will be filled:	04/01/19
C.	Estimated costs of training:	\$ 22,196
D.	Expected begin date:	07/01/16
E.	Expected end date:	05/22/26

II. Description of Training

- Lean Manufacturing
- MicroVelme
- AutoCAD
- Project Pak

III. Description of Training Equipment

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: June 28, 2021

CERNY INDUSTRIES dba STRATA DESIGN

Name: _____
Tyler Cerny

Title: President

Date: June 28, 2021

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

Lindsey Lipke, Interim Controller
 Northwestern Michigan College
 1701 East Front Street
 Traverse City, MI 49686
llipke@nmc.edu
 231-995-1943

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 Functional Dimensions, LLC, dba Superior Physical Therapy of Traverse City, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Andrew Gorecki, Owner
Superior Physical Therapy
3899 West Front Street; Unit 3
Traverse City, MI 49684
andrewg@thesuperiortherapy.com
Federal ID No.: 80-0708066

3. The Employer certifies that the number of jobs on its payroll in Michigan as of December 15, 2020, the date of the Preliminary Agreement, was 17 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 17.
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 June 28, 2021.
6. The term of this Agreement shall be ten (10) years, expiring June 27, 2031, 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	\$ 60,870
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 9,130
	TOTAL	\$ 70,000

Final Costs

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

Acknowledged this 28th day of June 2021.

Andrew Gorecki, Owner
Superior Physical Therapy

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	3
B.	Expected date by which new jobs will be filled:	01/01/22
C.	Estimated costs of training:	\$60,870
D.	Expected begin date:	07/01/21
E.	Expected end date:	06/27/31

II. Description of Training

- Fellow of Applied Functional Science-Physical Therapy Orthopedic Training Speciality
- Continuing education for physical therapy topics including manual therapy, orthopedic certified specialist
- Gray Institute Certifications for physical therapists
- Billing Specialist

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	\$164,705	\$7,000	\$ 7,000
2	\$164,705	\$7,000	\$14,000
3	\$164,705	\$7,000	\$21,000
4	\$164,705	\$7,000	\$28,000
5	\$164,705	\$7,000	\$35,000
6	\$164,705	\$7,000	\$42,000
7	\$164,705	\$7,000	\$49,000
8	\$164,705	\$7,000	\$56,000
9	\$164,705	\$7,000	\$63,000
10	\$164,705	\$7,000	\$70,000

Note: Although the term of this Agreement is ten (10) 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 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 (**\$16.89**).

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: June 28, 2021

FUNCTIONAL DIMENSIONS, LLC dba SUPERIOR PHYSICAL THERAPY

Name: _____
Andrew Gorecki

Title: Owner

Date: June 28, 2021

COMPANY NAME			TRAINING COSTS		ADMINISTRATION FEE			TOTAL	TOTAL	DATES				NET NEW JOBS CREATED
	GRANT NO.	NMC ACCT #	TRAINING	SUBTOTAL	NMC (14%)	MCCA (1%)	ADMIN TOTAL	AWARD	USED	PRELIMINARY AGREEMENT	AGREEMENT	EXPECTED END	CLOSEOUT	
ACAT GLOBAL	NJTP-050	25808	\$ 26,951	\$ 26,951	\$ 3,773	\$ 270	\$ 4,043	\$ 30,994	\$ 20,942	04/03/13	04/22/13	04/30/20	\$2,020	15
ADAPTIVE COUNSELING AND CASE MANAGEMENT, LLC	NJTP-152	25834	\$ 43,478	\$ 43,478	\$ 6,087	\$ 435	\$ 6,522	\$ 50,000		05/23/16	12/19/16	12/18/21		7
AJD FOREST PRODUCTS	NJTP-051	25809	\$ 27,826	\$ 27,826	\$ 3,896	\$ 278	\$ 4,174	\$ 32,000	\$ 2,102	03/12/13	04/22/13	04/30/20		2
ARMOR EXPRESS	NJTP-038	25803	\$ 80,870	\$ 80,870	\$ 11,321	\$ 809	\$ 12,130	\$ 93,000	\$ 93,000	11/13/12	12/17/12	12/31/19	CLOSED	29
BRITTEN BANNERS, INC.	NJTP-098	25819	\$ 222,587	\$ 222,587	\$ 31,162	\$ 2,226	\$ 33,388	\$ 255,975	\$ 132,752	02/03/14	08/25/14	12/31/19	06/11/19	17
BRITTEN INC.	NJTP-237	25845	\$ 198,463	\$ 198,463	\$ 27,785	\$ 1,985	\$ 29,769	\$ 228,233		12/26/18	05/20/19	05/19/24		100
BRITTEN DÉCOR, INC.	NJTP-xxx	258XX	\$ 60,870	\$ 60,870	\$ 8,522	\$ 608	\$ 9,130	\$ 70,000	\$ -	12/04/14	04/20/15	05/31/20	07/27/16	0
BRITTEN METALWORKS, INC.	NJTP-115	25823	\$ 43,478	\$ 43,478	\$ 6,087	\$ 435	\$ 6,522	\$ 50,000	\$ -	12/04/14	04/20/15	05/31/20	CLOSED	0
BRITTEN SERVICES, INC.	NJTP-xxx	258XX	\$ 130,435	\$ 130,435	\$ 18,261	\$ 1,304	\$ 19,565	\$ 150,000	\$ -	09/11/14	04/20/15	05/31/20	07/27/16	14
BRITTEN WOODWORKS, INC.	NJTP-xxx	25825	\$ 60,870	\$ 60,870	\$ 8,522	\$ 608	\$ 9,130	\$ 70,000	\$ 11,473	02/12/15	04/20/15	05/31/20	2020	19
BULMANN ENTERPRISES	NJTP-195	25837	\$ 65,217	\$ 65,217	\$ 9,131	\$ 652	\$ 9,783	\$ 75,000		08/23/17	12/18/17	12/17/22		13
CEDAR RUN EYE CENTER	NJTP-193	25838	\$ 17,391	\$ 17,391	\$ 2,435	\$ 174	\$ 2,609	\$ 20,000		09/13/17	12/18/17	12/17/22		1
CENTURY EXTRUSION	NJTP-032	25804	\$ 26,087	\$ 26,087	\$ 3,652	\$ 261	\$ 3,913	\$ 30,000	\$ 813	11/08/12	12/17/12	12/17/17	CLOSED	4
CENTURY INC.	NJTP-012	25802	\$ 286,957	\$ 286,957	\$ 40,174	\$ 2,870	\$ 43,043	\$ 330,000		08/25/10	02/28/11	02/27/24		45
CENTURY INC.	NJTP-220	25842	\$ 108,696	\$ 108,696	\$ 15,217	\$ 1,087	\$ 16,304	\$ 125,000		07/26/18	09/24/18	09/23/23		14
CHERRY CAPITAL FOODS, LLC	NJTP-128	25826	\$ 86,956	\$ 86,956	\$ 12,175	\$ 870	\$ 13,044	\$ 100,000		07/02/15	08/24/15	08/23/24		26
CHERRY REPUBLIC	NJTP-052	25810	\$ 272,597	\$ 272,597	\$ 38,163	\$ 2,726	\$ 40,889	\$ 313,486		01/07/13	04/22/13	04/21/26		47
CHERRY REPUBLIC	NJTP-219	25841	\$ 208,696	\$ 208,696	\$ 29,217	\$ 2,087	\$ 31,304	\$ 240,000		07/26/18	09/24/18	09/23/23		19
EFFULFILLMENT SERVICE	NJTP-161	25835	\$ 46,087	\$ 46,087	\$ 6,452	\$ 461	\$ 6,913	\$ 53,000		01/12/17	01/23/17	01/22/22		10
ELECTRO-OPTICS TECHNOLOGY INC. (2017)	NJTP-192	25839	\$ 65,217	\$ 65,217	\$ 9,131	\$ 652	\$ 9,783	\$ 75,000		11/09/17	12/18/17	12/17/22		8
ELECTRO-OPTICS TECHNOLOGY INC.	NJTP-010	25801	\$ 434,783	\$ 434,783	\$ 60,870	\$ 4,348	\$ 65,217	\$ 500,000	\$ 500,000	03/08/10	12/15/10	12/31/20	08/14/20	44
ELMER'S CRANE AND DOZER, INC.	NJTP-095	25820	\$ 266,777	\$ 266,777	\$ 37,350	\$ 2,668	\$ 40,018	\$ 306,795		02/01/14	08/25/14	08/24/21		60
ELMER'S CRANE AND DOZER, INC.	NJTP-250	25847	\$ 260,870	\$ 260,870	\$ 36,520	\$ 2,609	\$ 39,129	\$ 300,000		09/17/19	10/28/19	10/27/26		11
GRAND TRAVERSE SENIOR LIVING LLC	NJTP-099	25821	\$ 52,174	\$ 52,174	\$ 7,304	\$ 522	\$ 7,826	\$ 60,000	\$ -	02/13/14	08/25/14	12/31/19	2020	0
GREAT LAKES STAINLESS	NJTP-053	25811	\$ 73,043	\$ 73,043	\$ 10,226	\$ 730	\$ 10,956	\$ 83,999		01/16/13	04/22/13	04/21/25		24
HAGERTY	NJTP-077	25814	\$ 69,565	\$ 69,565	\$ 9,739	\$ 696	\$ 10,435	\$ 80,000	\$ -	10/15/12	12/16/13	12/31/18	01/30/19	0
HAYES MANUFACTURING	NJTP-069	25815	\$ 22,609	\$ 22,609	\$ 3,165	\$ 226	\$ 3,391	\$ 26,000	\$ 4,938	11/12/13	12/16/13	12/31/20	2020	7
HAYES MANUFACTURING	NJTP-269	25850	\$ 217,391	\$ 217,391	\$ 30,435	\$ 2,174	\$ 32,609	\$ 250,000		11/15/19	04/27/20	04/26/28		31
IMAGE 360	NJTP-217	25844	\$ 21,738	\$ 21,738	\$ 3,043	\$ 217	\$ 3,262	\$ 25,000		01/23/18	09/24/18	09/23/23		0
IMM, INC.	NJTP-135	25828	\$ 8,696	\$ 8,696	\$ 1,217	\$ 87	\$ 1,304	\$ 10,000	\$ 6,116	03/01/16	05/23/16	05/22/21	04/12/21	6
INDUSTRIAL ARTS INSTITUTE	NJTP-148	25829	\$ 9,239	\$ 9,239	\$ 1,293	\$ 92	\$ 1,386	\$ 10,625		06/24/14	05/23/16	04/30/21	03/24/21	1
ISENHART ELECTRIC LLC	NJTP-239	25846	\$ 86,957	\$ 86,957	\$ 12,173	\$ 870	\$ 13,043	\$ 100,000		11/05/18	05/20/19	05/19/26		8
MATERNE NORTH AMERICA CORP.	NJTP-074	25816	\$ 139,130	\$ 139,130	\$ 19,478	\$ 1,391	\$ 20,870	\$ 160,000		06/26/13	12/16/13	12/15/21		67
MATERNE NORTH AMERICA CORP.	NJTP-252	25848	\$ 86,957	\$ 86,957	\$ 12,174	\$ 869	\$ 13,043	\$ 100,000		10/18/19	10/28/19	10/27/26		14
MORAN IRON WORKS	NJTP-039	25805	\$ 21,739	\$ 21,739	\$ 3,043	\$ 216	\$ 3,260	\$ 25,000	\$ 9,308	11/26/12	12/17/12	12/17/17	11/22/16	8
NAVEEGO INC./AUNALYTICS INC.	NJTP-232	25843	\$ 395,652	\$ 395,652	\$ 55,391	\$ 3,957	\$ 59,348	\$ 455,000		07/25/18	09/24/18	09/23/33		7
NORTHWEST MICHIGAN SURGERY CENTER, LLC	NJTP-xxx	28827	\$ 43,478	\$ 43,478	\$ 6,087	\$ 435	\$ 6,522	\$ 50,000	\$ -	04/22/15	08/24/15	07/31/20	09/15/20	0
PLASCON INC.	NJTP-054	25812	\$ 60,871	\$ 60,871	\$ 8,521	\$ 608	\$ 9,129	\$ 70,000	\$ 13,242	03/14/13	04/22/13	04/30/20	2020	15
PRECISION EDGE SURGICAL PRODUCTS	NJTP-034	25806	\$ 30,435	\$ 30,435	\$ 4,261	\$ 304	\$ 4,565	\$ 35,000	\$ 34,326	10/12/12	12/17/12	12/16/17	03/26/18	12
PRESTON FEATHER BUILDING CENTERS	NJTP-145	25830	\$ 69,565	\$ 69,565	\$ 9,739	\$ 696	\$ 10,435	\$ 80,000		10/23/15	05/23/16	05/22/26		14
RJG INC.	NJTP-136	25831	\$ 126,087	\$ 126,087	\$ 17,652	\$ 1,261	\$ 18,913	\$ 145,000		04/11/16	05/23/16	05/22/26		21
RJG INC.	NJTP-277	258XX	\$ 306,743	\$ 306,743	\$ 42,944	\$ 3,067	\$ 46,011	\$ 352,755		06/11/20	09/28/20	09/27/30		2
SHORELINE FRUIT	NJTP-035	25807	\$ 104,348	\$ 104,348	\$ 14,609	\$ 1,043	\$ 15,652	\$ 120,000	\$ 120,000	04/14/11	12/17/12	12/31/17	05/23/16	29
SHORELINE POWER SERVICES	NJTP-055	25813	\$ 295,663	\$ 295,663	\$ 41,393	\$ 2,957	\$ 44,349	\$ 340,012		03/18/13	04/22/13	04/21/23		112
SHORELINE POWER SERVICES	NJTP-251	25849	\$ 86,957	\$ 86,957	\$ 12,174	\$ 869	\$ 13,043	\$ 100,000		10/18/19	10/28/19	10/27/26		3
SKILLED MANUFACTURING INC.	NJTP-072	25817	\$ 139,130	\$ 139,130	\$ 19,478	\$ 1,390	\$ 20,870	\$ 160,000	\$ 84,860	10/18/13	12/16/13	12/31/18	10/29/18	38
SPRINGFIELD INC.	NJTP-194	25840	\$ 13,044	\$ 13,044	\$ 1,826	\$ 130	\$ 1,956	\$ 15,000		10/04/17	12/18/17	12/17/22		0
STRATA DESIGN	NJTP-137	25832	\$ 22,196	\$ 22,196	\$ 3,107	\$ 222	\$ 3,329	\$ 25,525		10/19/12	05/23/16	05/22/26		7
SUPERIOR PHYSICAL THERAPY	NJTP-xxx	25xxx	\$ 60,870	\$ 60,870	\$ 8,521	\$ 609	\$ 9,130	\$ 70,000		12/15/21	06/28/21	06/27/31		0
TAMARACK HOLDINGS	NJTP-146	25833	\$ 86,956	\$ 86,956	\$ 12,175	\$ 870	\$ 13,044	\$ 100,000		01/01/16	05/23/16	05/23/24		7
TENTCRAFT INC.	NJTP-070	25818	\$ 738,043	\$ 738,043	\$ 103,326	\$ 7,380	\$ 110,706	\$ 848,749		10/15/13	12/16/13	12/31/22		50
TENTCRAFT INC.	NJTP-171	25836	\$ 304,348	\$ 304,348	\$ 42,609	\$ 3,043	\$ 45,652	\$ 350,000		05/25/17	06/26/17	06/25/22		0
TOTAL			\$ 6,735,782	\$ 6,735,782	\$ 943,007	\$ 67,351	\$ 1,010,360	\$ 7,746,147	\$ 1,033,873					988



Northwestern
Michigan
College

MEMO

Administrative Services

To: Dr. Nick Nissley, President

From: Vicki Cook, Special Assistant to the President

Date: June 14, 2021

Subject: Authorized signers for the NMC Liquor License

Attached is a Board of Trustees resolution naming Nick Nissley and Dean Hasleton as authorized signers on behalf of the Northwestern Michigan Board of Trustees related to the NMC Liquor License. The Michigan Liquor Control Commission requires this resolution.

Background

During the construction of West Hall, the administration reviewed Northwestern Michigan College's liquor license. Given the potential use of West Hall for public events there was a desire to add West Hall as a location. The State advised NMC that they would not add locations to NMC's existing license since there were already multiple locations. They indicated they would support adding West Hall if we deleted the Parsons-Stulen location. Parsons-Stulen was licensed for a hallway and the large room where the water tank is located. Administration deemed that West Hall would be used as an event space more frequently than Parsons-Stulen. NMC Administration was successful in getting West Hall named as a location in Public Act 479 on December 27, 2018. The MLCC required an inspection after the the building was occupied before applying for the change.

Northwestern Michigan College administration has requested a revision to the current NMC Liquor License that adds the West Hall Innovation Center as a designated area in which to hold events that serve alcohol. The Michigan Liquor Commission is asking NMC to provide written request to delete the Parsons-Stulen building from the current liquor license. The Liquor Commission requires a resolution naming an authorized signer for the NMC Board of Trustees to authorize the changes to NMC liquor license.

Recommendation

Authorize the administration to name Nick Nissley, President and Dean Hasleton, Beverage Manager, GLC Purchasing Coordinator as authorized contact related to the Northwestern Michigan College Liquor License.

**CERTIFIED RESOLUTION OF
NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
NAMING AUTHORIZED SIGNERS FOR MICHIGAN LIQUOR LICENSE**

Certified Resolution of Northwestern Michigan College Board of Directors naming _____ and _____ as authorized signers on behalf of the Northwestern Michigan College Board of Trustees related to the addition of the West Hall Innovation Center at 1720 College Drive, Traverse City, MI, as a designated area to NMC's current Michigan Liquor License.

A regular meeting of the Board of Trustees (the "Board") of Northwestern Michigan College (the "College") was held on the 28th day of June 2021, at 5:30 in the evening in West Hall Room 106/107 on NMC's Main Campus in Traverse City, MI.

The meeting was called to order by _____.

Present: _____

Absent: _____

RESOLVED, that this resolution shall name **Nick Nissley** and **Dean Haselton** as authorized signers on behalf of the NMC Board of Trustees related to the addition of West Hall Innovation Center as a designated area on NMC's current Liquor License. This resolution was moved by _____ and seconded by _____.

APPROVAL

Ayes: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Kenneth E. Warner, Board of Trustees Secretary

The undersigned, duly qualified and acting Secretary of the Board of Trustees of Northwestern Michigan College, Michigan hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Trustees at a regular meeting held on June 28, 2021, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

Kenneth E. Warner, Board of Trustees Secretary



Northwestern
Michigan
College

MEMO

Administrative Services

To: Dr. Nick Nissley, President

From: Troy Kierczynski, Interim Vice President of Finance and Administration
Michael Chrypinski, Director of Campus Services

Date: June 14, 2021

Subject: Parking Lot repair/sealing/stripping

This document is intended to provide an overview and recommendation for the selection of a provider for repair, sealing and striping of nine (9) parking lots as well as paint all crosswalks and ADA ramps on campuses.

Background / Scope of Work

The scope of this project is crack repair, sealing and striping the following parking lots: Aspen, Birch, Cedar, Chestnut, Dogwood, Pine 1, Pine 2, Poplar and Great Lakes and repaint crosswalks and ADA ramps on campuses.

Bid Analysis

Company	Location	Amount
Quality Seal Coat	Kingsley, MI	\$65,000
Michigan Asphalt Sealcoat Co.	DeWitt, MI	\$78,150
Molon Asphalt	Traverse City, MI	Did not respond to Proposal Invitation

Recommendation

Authorize the administration to enter into a contract with Quality Seal Coating in the amount of \$65,000 (plus a 15% contingency equal to \$9,750) to complete the work mentioned in paragraph one. Quality Seal Coating is the lowest qualified bidder.



**Northwestern
Michigan
College**

MEMO

Administrative Services

To: Dr. Nick Nissley, President
From: Troy Kierczynski, Interim Vice President of Finance and Administration
 Michael Chrypinski, Director of Campus Services
Date: June 21, 2021
Subject: Tanis Building EIFS (Stucco) Repair and Recoat

This document is intended to provide an overview and recommendation for the selection of a provider for repair, recoating and finish of the EIFS (stucco) on the Tanis Building exterior due to age and weathering. The existing EIFS is over 25 years old. Repairing and recoating it will help preserve the integrity of the building.

Recommendation

Authorize the administration to enter into a contract with Kent Company in the amount of \$39,300 (plus 15% contingency, for total authorization of \$45,195) to complete the work described below. Kent Company is the lowest qualified bidder, providing a two year workmanship warranty and a ten year warranty on materials.

Background/Scope of Work

The scope will include; remove & replace existing window caulk. Repair all holes, cracks and damage in EIFS surface. Furnish and apply two coats of Tuff-Coat to existing EIFS substrates. Repair/fill tuck-pointing where needed. Wash masonry facades as needed. Furnish and apply one coat of Seal-a-pore on masonry surfaces.

Bid Analysis

Company	Location	Amount
Kent Company	Grand Rapids, MI	\$39,300
Premier Caulking	Grand Rapids, MI	\$65,000
RAM Construction	Kentwood, MI	\$134,150



MEMO: Resource Development

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

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

Date: June 21, 2021

Subj: Foundation Member Appointments

The NMC Foundation Board of Directors recommends for Board of Trustees' approval the following Foundation Board appointments.

NEW MEMBER

The Foundation Board recommends Chris Lamb for a new term of three fiscal years (commencing July 2021 and expiring June 2024).

Chris is a principal and co-founder of Old Mission Investment Company and Old Mission Trust Company, formed in 2006. He serves as a Managing Partner of the firm, and specializes in estate and trust services.

Christopher earned his Bachelor of Arts degree in economics and management from Albion College and received his Certified Investment Management Analyst designation from the Investment Management Consultant's Association following coursework at the Wharton School of Business. He has also received his Certified Trust and Financial Advisor designation from the Institute of Certified Bankers. Chris is also a talented photographer and avid sailor having competed in 18 Chicago to Mackinac races as captain and crew, and he races locally in the GTYC Wednesday night series.

**MEMO*****Lifelong &
Professional Learning***

To: Marguerite Cotto, Vice President
From: Alex Bloye, Director of Aviation
Date: May 26, 2021
Subject: Recommendation for purchase of aircraft engines

Recommendation

Authorization for administration to purchase two replacement Lycoming engines for the multi-engine Piper Aztec N404CH aircraft (a/c) from Air Power, Inc. for the total purchase price of \$79,958.

Background

Certified aircraft engines follow manufacturer replacement schedules, and or specifications endorsed by the FAA. The NMC fleet includes a range of engines with specific Time Before Overhaul (TBO) criteria, such as the Decathlon a/c at 1600 tach hours, the Cessna 172's at 2200 tach hours, and the Aztec at 2000 tach hours. In addition to TBO, manufacturer specifications on engine performance and wear are also limiting factors in FAA regulated engine replacements.

Lycoming is the manufacturer of the engines used in our Piper Aztec a/c. Air Power, Inc. is one supplier for our fleet engine replacements. Multiple suppliers were contacted for this purchase. Air Power is offering the best price with the least downtime.

Funding source

The engines are \$79,958 for both. Funding is through the Aviation Capital Fund which has a current balance of \$610,053.86.

Thank you.