



Northwestern
Michigan
College

Board of Trustees

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Northwestern Michigan College provides lifelong learning opportunities to our communities.

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

Meeting Agenda

Monday, December 20, 2021

at Timothy J. Nelson 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

II. SPECIAL REPORTS AND PRESENTATIONS

- E. Program Focus—Diversity, Equity, and Inclusion Committee—*Craig Hadley, Executive Director and Chief Curator, Dennon Museum Center, and Lisa Thomas, Dean of Students*
- F. Faculty Report—Dennon Museum NMC Art Department Faculty Show—*Alex Smith and Glenn Wolff*
- G. Enrollment Report—*Todd Neibauer, Vice President for Student Services and Technologies*
- H. Financial Report—*Troy Kierczynski, Vice President of Finance and Administration*
- I. Fellows Nominating Committee—*Kennard Weaver, Committee Chair*

III. EXECUTIVE REPORTS (Provided to the Board in their materials packet, which can be accessed on the nmc.edu Board of Trustees website.)

- J. PRMC Report—*Diana Fairbanks, Associate Vice President of Public Relations, Marketing, and Communications*
- K. Foundation Report—*Rebecca Teahen, Associate Vice President for Resource Development and Executive Director of Foundation*
- L. Executive Committee—*Chris Bott, Committee Chair*

IV. PUBLIC INPUT

Request forms for public input are available at the meeting location. Any individual of the public may speak for up to (3) minutes. The Board will not receive public input from individuals unless they are present at the meeting. The topic addressed should be related to business within the jurisdiction of the Board. The Board will take public remarks into consideration, but will not comment at the time of input.



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December 20, 2021 Meeting Agenda
Page 2

V. UPDATES

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

VI. DISCUSSION ITEMS

- O. Strategic Planning—*Vicki Cook, Special Assistant to the President, and Stephen Siciliano, Vice President for Educational Services*

Mission, Vision, Values, and Strategic Directions presented for Board approval at regular meeting on January 24, 2022.

VII. 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 November 22, 2021 regular meeting

VIII. ACTION ITEMS

- Q. **Board Policies** (Pursuant to Policy A-106.00 Other)

Recommend adoption of the following Board Policies on a second-reading basis:

- Policy C-100.00 Mission
- Policy C-101.00 Vision
- Policy C-102.00 Values
- Policy A-104.00 Board of Trustees Video Recording of Meetings
- Policy D-504.05 Denno's Museum Center Collections Management Policy

- R. **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:

- Britten Inc. (amendment to existing agreement)
- Elmer's Crane & Dozer (amendment to existing agreement)
- Century Inc. (amendment to existing agreement)
- Strata Design (amendment to existing agreement)
- Iron Fish Distillery LLC (new agreement)

- S. **Resolutions of Appreciation** (Pursuant to Policy A-106.00 Other)

Recommend adoption of resolution(s) of appreciation for Vicki Cook and Marguerite Cotto in recognition of their significant contributions to Northwestern Michigan College.



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December 20, 2021 Meeting Agenda
Page 3

- T. **Appointment of Fellows** (Pursuant to Policy A-106.00 Other)
Recommend that K. Ross Childs and Ann Rogers be appointed Fellows of Northwestern Michigan College with all honors and privileges pertaining thereto.
- U. **Great Lakes Culinary Institute Certificates** (Pursuant to Policy A-106.00 Educational Services)
Recommend approval of Culinary Arts Level 1 certificate and Baking and Pastry Level 2 certificate, effective Fall 2022 semester.

IX. 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.

X. ADJOURNMENT

Upcoming Board Meeting Dates:
All board meetings are open to the public.

- January 24, 2022
- February 28, 2022
- March 21, 2022
- April 25, 2022
- May 23, 2022
- June 27, 2022



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State of Diversity, Equity, and Inclusion at NMC

Presented by Craig Hadley and Lisa Thomas
December 20, 2021

Our Time Together

1. NMC's DEI Journey
2. Working Definitions
3. Key findings from the DEI Benchmark Report
4. DEI and the NMC Strategic Plan
5. Thank You and Closing Thoughts

DEI Committee Charge

July 15, 2020

The NMC Diversity, Equity, and Inclusion (DEI) committee will serve the President's Council in an advisory capacity, responsible for advising and supporting our efforts to enhance diversity and inclusion. Additionally, the committee will serve as the College's chief advocates for diversity, equity and inclusion.

The committee's broad **charge** is to initiate, foster, coordinate, evaluate, and effectively communicate the diversity, equity, and inclusion activities of the College through initiatives and events that support the goal of enhancing the environment for diversity, equity, and inclusion across the College.

Journey |

Definitions |

Benchmark Report |

Strategic Plan |

Closing

DEI Committee Members 2020 - 2021

Current Members

Alison Thornton, NMC Staff

Betsy Boris, NMC Faculty

Ben Post, NMC Staff

Briana Mills, NMC Faculty

Chelsie Niemi, NMC Staff

Craig Hadley, NMC Staff

Denny Nguyen, NMC Staff

Diane Bolton, NMC Adjunct Instructor

Erika Cotner, NMC Staff

Hollie DeWalt, NMC Staff

Judy Chu, NMC Faculty

Kerrey Woughter, NMC Staff

Kristy Jackson, NMC Staff

Lisa Blackford, NMC Faculty

Lisa Thomas, NMC Staff

Marcus Bennett, NMC Staff

Nicco Pandolfi, NMC Staff

Nicole Speelman, NMC Faculty

Sally Smarsty, NMC Staff

Sarah Montgomery-Richards, NMC Adjunct Instructor

Taylor Nash, NMC Staff

Past Members

Amari McGee, NMC Staff

Leanne Baumeler, NMC Staff

Mark Lieblich, NMC Staff

Mindy Morton, NMC Adjunct Instructor

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Definitions |

Benchmark Report |

Strategic Plan |

Closing

Working Definitions: Diversity, Equity, and Inclusion

- **Diversity** is the presence of difference within a collection of people.
- **Equity** is about ensuring everyone has resources based on their needs.
- **Inclusion** outcomes are met when our college is inviting to all, and when students and employees feel a sense of belonging.

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Definitions |

Benchmark Report |

Strategic Plan |

Closing

Where Are We Now: NMC Students

Analysis of Student Benchmark Data

In summary, the results of this report indicate that NMC has some real opportunities to fulfill the diversity, equity, and inclusion needs of its student stakeholders:

- **Student Connectedness:** Based on the results from the RISC survey, it is apparent that some students are experiencing feelings of disconnect as it relates to the campus climate and are clear about actions NMC should take to improve the climate. NMC would benefit from more student groups and opportunities to support student needs of diversity.
- **Education Attainment Gaps:** The student data shows us that there are gaps in educational attainment for our students of color.
- **Student Body Diversity:** Based on the student demographics presented in this report, NMC's student population lacks racial diversity as the majority population percentage is 88% white. The other several races represented in NMC's student population is less than 5% each.

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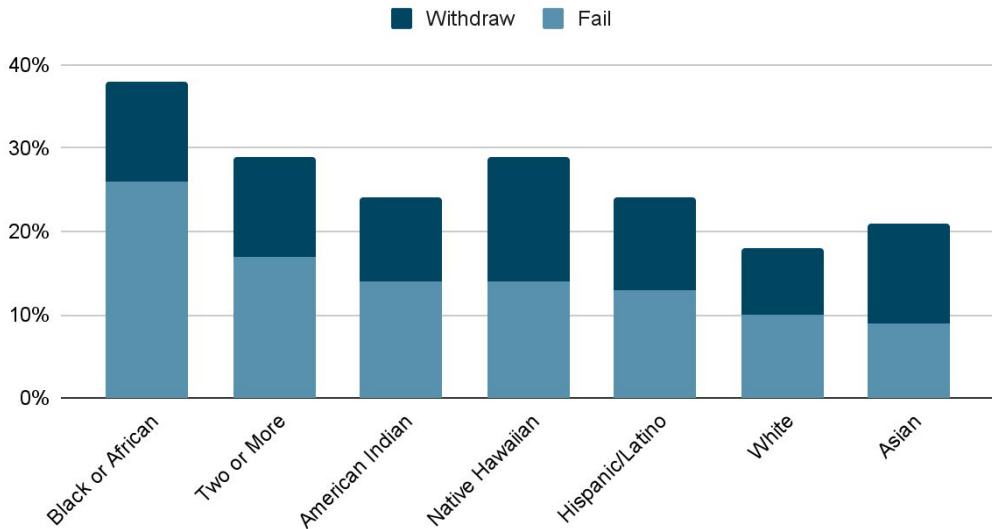
Definitions |

Benchmark Report |

Strategic Plan |

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Percentage of Fails by Race/Ethnicity



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Definitions

Benchmark Report

Strategic Plan

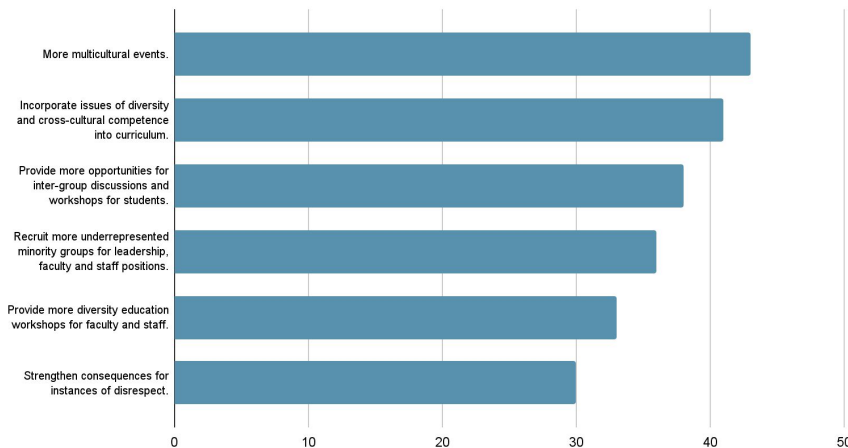
Closing

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Where Are We Now: NMC Students (question from RISC Student Satisfaction survey)

Question 5 asks, "What actions do you think would improve the campus climate?" In this question, students could select all that apply.



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Definitions

Benchmark Report

Strategic Plan

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Where Are We Now: NMC Employees

The NMC employee survey was available January 26 - February 12, 2021.

Out of a total of 441 current employees invited to complete the survey, over one-half (52%) responded, with a +/- 5% margin of error.



The open-ended survey responses were categorized into three themes:

1. Campus Climate Overview
2. Diversity, Equity, and Inclusion
3. Training and Growth Opportunities

Where Are We Now: NMC Employees

Summary of Findings: Campus Climate Overview

- 47% reported that they have educated themselves on individuals who are different from themselves.
- 94% agree that they feel a sense of belonging at NMC.
- Additional research may be warranted to explore in what ways employees feel a sense of belonging as well as reasons that the remaining 6% may not.

Where Are We Now: NMC Employees

Summary of Findings: Diversity, Equity, and Inclusion

- 58% of surveyed employees strongly agree or agree that NMC has effective hiring practices to increase employee diversity.
- Several commented that potential BIPOC employees would "...face an uphill battle" at NMC.
- Several suggested that extended discussion around diversity is actually causing more problems than it is solving.
- "It would be worth doing a 'norms audit' of small things...communications, language, signage, etc. with a DEI lens. In other words, does messaging and/or signage exclude or alienate a current or prospective student or employee in some way?"

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Definitions |

Benchmark Report |

Strategic Plan |

Closing

Where Are We Now: NMC Employees

Summary of Findings: Training and Growth Opportunities

Nearly one-half (47%) of respondents indicated that NMC should consider providing diversity education workshops for faculty, staff, and students. Suggestions included:

- How to respond to stereotypes at work in a positive and productive manner.
- Training opportunities to better understand a variety of mental health issues.
- Workshops, lectures, and opportunities to address the fear around "...saying something that might be perceived as offensive or uninformed."
- Opportunities to expand common/shared vocabulary. For example, several employees reported that they, "...don't know what non-binary means."
- Training and shared understanding of the value in exploring, promoting, and diversifying students, faculty, and staff at NMC despite regional and geographic challenges.

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Definitions |

Benchmark Report |

Strategic Plan |

Closing

Where Are We Now: Community Report - A Work in Progress

From 2020-21, nine internal interviews with a total of twelve stakeholders took place, along with external interviews with members from E3, Traverse Connect, and more.

1. Curricular Focus & Cultural Competency Among Instructors and Staff

- Cultural competency training for instructors.
- Guest speaker program.

2. Facilities & Services

- Explore the creation of a Multicultural Student Lounge.
- Consider all types of diversity among advisors, mentors, student support staff.

3. Programming & Co-Curricular Engagement

- Good work already taking place through IAF, Dennon, and study abroad programs.
- More 'real-time' engagement with current events related to equity and injustice.

4. Public Relations & Communications

- Opportunities exist to amplify DEI in NMC's messaging and outreach for recruitment.
- Enhance social media policy and training.

5. Student Organizations

- NMC does an excellent job already with supporting military veterans.
- Create affinity groups to enhance belongingness and retention.

NMC Strategic Plan Strategy 3: Diversity, Equity, and Inclusion

Cultivate an inclusive environment that fosters a sense of belonging and delivers equitable opportunities so all students and employees are able to thrive and succeed.

Objectives (revised 12/8/2021):

1. Create a college DEI statement of definition and purpose; receive President's Council approval and share with the NMC Board of Trustees.
2. Implement staffing and resourcing for DEI efforts with the creation of at least a .5 FTE position by end of FY 2022.
3. Provide onboarding training and regular training opportunities on diversity, equity, and inclusion for all NMC employees by August 15, 2023.
4. Identify how to track vulnerable student populations such as BIPOC students, students with disabilities, and low income students; create a menu of services and support systems and identify gaps to improve student success.
5. Review and revise NMC systems, policies, and procedures for inclusive and equitable language and processes across college systems by Dec. 2025.

Thank you and closing thoughts

Journey |

Definitions |

Benchmark Report |

Strategic Plan |

Closing

NMC BOT Faculty Presentation Form

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

Name *

Glenn Wolff and Alex Smith

Your Title *

Art Faculty/Art Dept Head (Glenn), VisCom Faculty (Alex)

Presentation Title *

Dennos Museum NMC Art Faculty Show

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

Short talk on the show, who is in it, and a google doc slide show of the work.

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

Glenn Wolff grew up in Traverse City, Michigan. He studied Printmaking at Northwestern Michigan College, and received his BFA from the Minneapolis College of Art and Design. His career began in New York City as an illustrator for The New York Times, The Village Voice, The Central Park Conservancy, The New York Zoological Society, Audubon, and numerous book publishers.

He now lives and works in Northern Michigan concentrating on fine art, book illustration, printmaking, music, and is on the full time faculty at Northwestern Michigan College.

Alexandra Smith has been a graphic designer almost longer than she can remember. She moved to Traverse City 9 years ago to become a faculty instructor in the Visual Communications department. Prior to that, she worked for several marketing and promotions firms in the metro Detroit area where she worked on accounts for Fortune 500 companies such as Ford, Jaguar and Bosch.

This form was created inside of Northwestern Michigan College.



Dennos Museum Center NMC Faculty Show



Coreene Kreiser, Mathew McGovern, Randolph Melick, Caroline Schaefer-Hills, Leah Schroeder, Rufus James Snoddy, Zach Tate, Adam VanHouten, Glenn Wolff

This exhibition of artwork by the Northwestern Michigan College Art Department faculty is the first on this campus in over five years and presents a diverse range of traditional and contemporary media. Each faculty member is a dedicated educator as well as a working professional artist and each brings a wealth of experience to their teaching as well as their daily practice. From Rufus James Snoddy's meticulously crafted construction paintings, to Caroline Schaefer-Hills' video installations there is an acknowledgement of the past, present, and visions of the future.

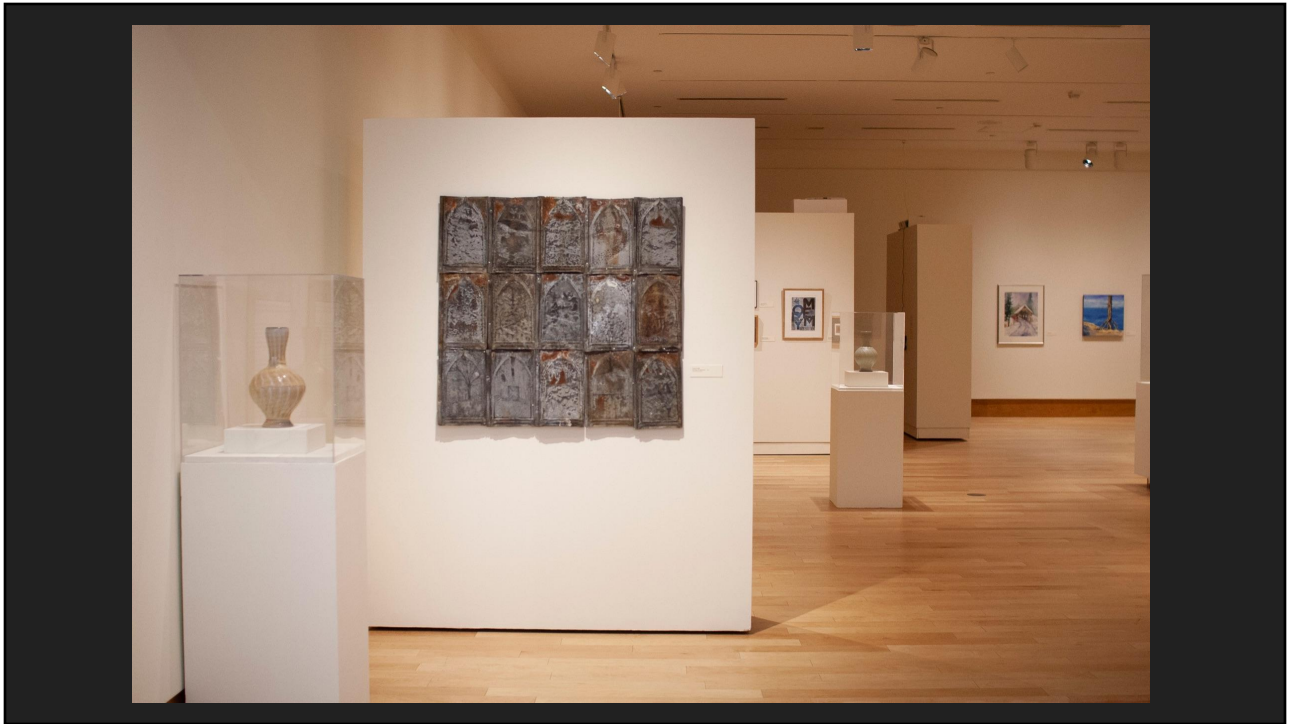
Coreene Kreiser's contemplative photographs of Lake Michigan focus on views outward from our shores while Adam VanHouten slowly moves inland with watercolor and oils. Randolph Melick turns his view to the figure and mythology in his graphite drawings, while Leah Schroeder pays homage to contemporary portraiture. Matthew McGovern's elegant soda fired porcelain vessels are a sublime and formal statement of craft while Zach Tate's ceramic installation emerges from the kiln as a powerful and irreverent meditation on mortality. In drypoint engravings and mixed media work Glenn Wolff examines our sense of place.

The act of making art offers alternative and viable ways of seeing, asking questions, and telling a story. Personal narratives as well as expressions of deep emotion are intertwined within the work on display. Tying together each of these unique artists in this exhibition is their intense need to create. Regardless of the subject matter, these artists work in a dual capacity to educate while also finding the time and ability to to personally express through their chosen medium.

This exhibition is made possible with support from the Michigan Council for Arts and Cultural Affairs, the National Endowment for the Arts, and the Robert T. and Ruth Haskel Hughes Memorial Endowment Fund.

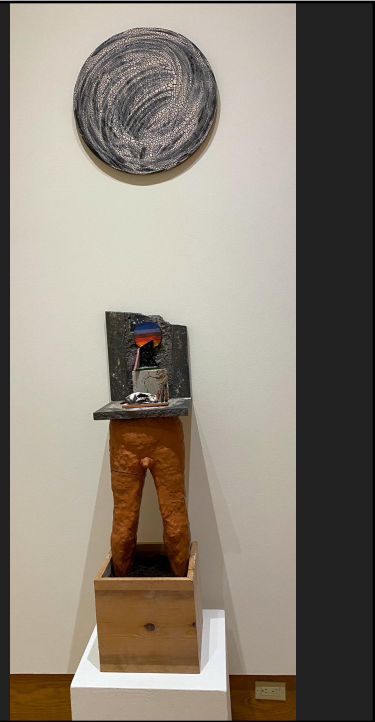


Zach Tate
Caroline Schaefer-Hills
Glenn Wolff
Rufus James Snoddy
Coreene Kreiser
Adam Van Houten
Leah Schroeder
Randolph Melick
Matt McGovern



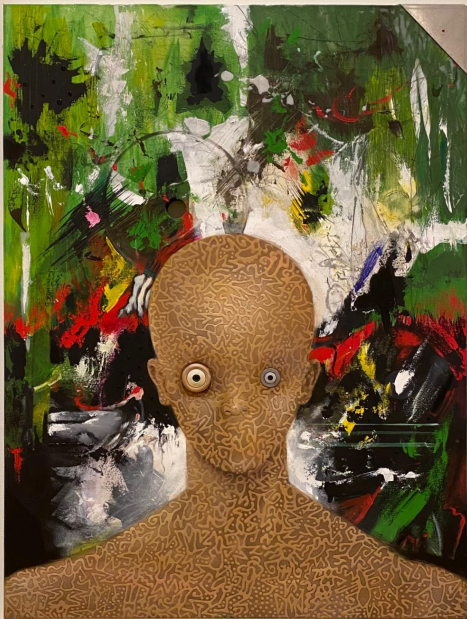


Zach Tate





Glenn Wolff



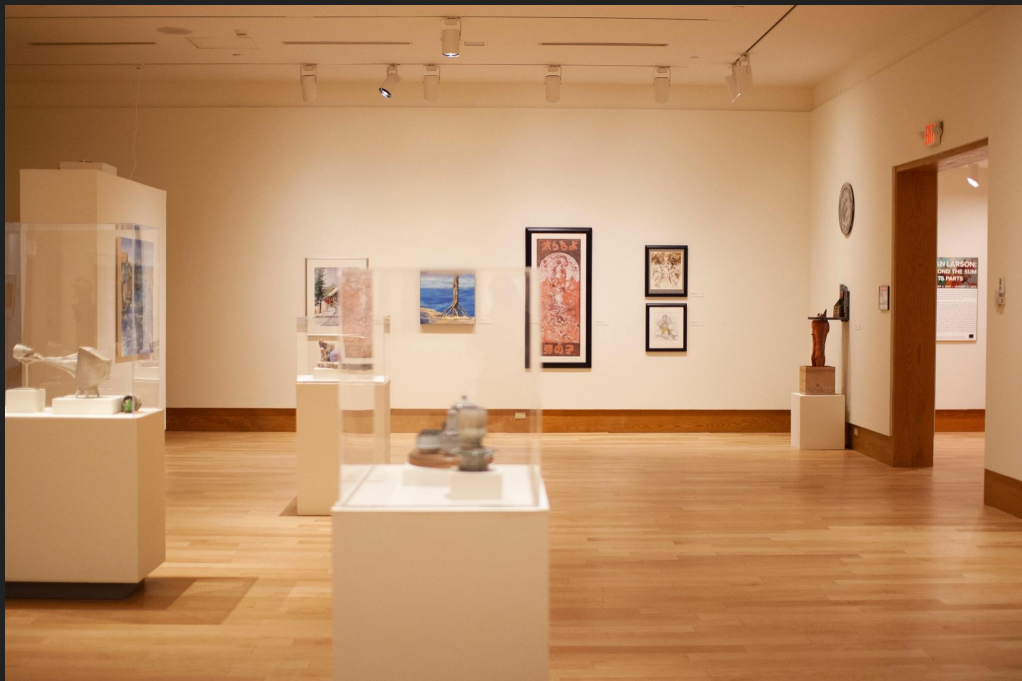
Rufus James Snoddy

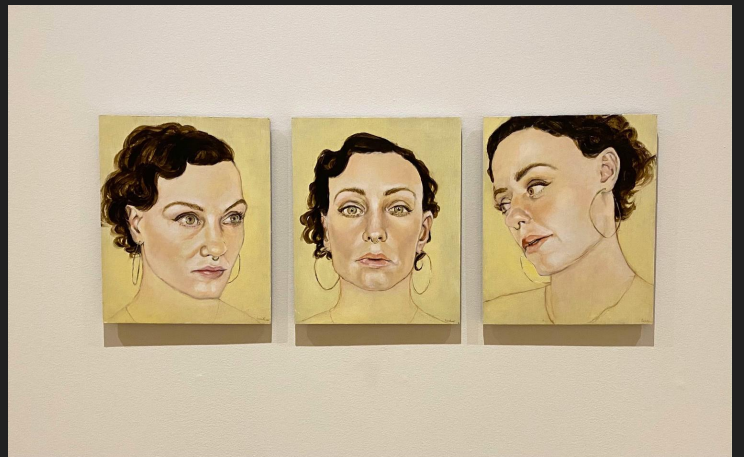


Matt McGovern



Coreene Kreiser

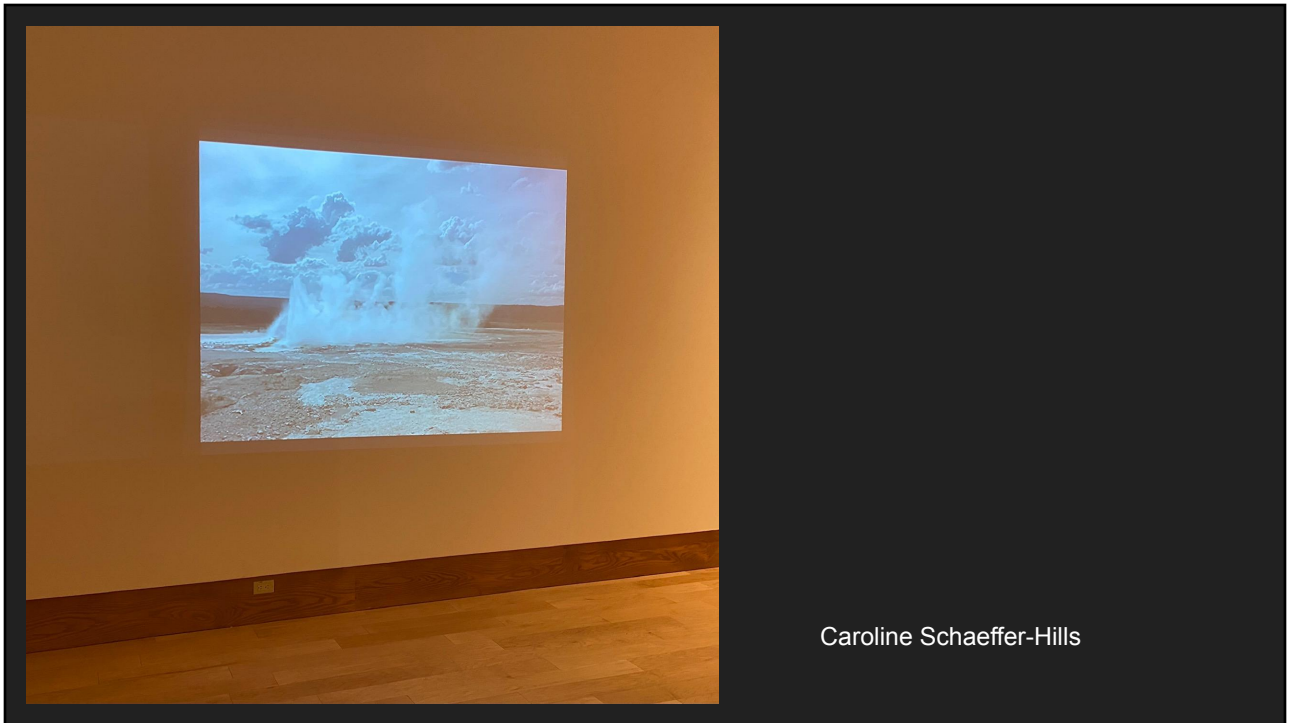




Leah Schroeder



Caroline Schaefer-Hills



Caroline Schaeffer-Hills



Randolph Melick



Randolph Melick





Adam Van Houten





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**MEMO
Enrollment Services**

To: Dr. Nick Nissley, President
 From: Todd Neibauer, VP for Student Services and Technologies
 Date: December 13, 2021
 Subject: Enrollment Update – Spring 2022

Spring 2022

Overall contact hour enrollment is currently up 2.7% including an increase of 4.8% in the rate of registration among continuing students. This has offset a lower number of new students than during this time last year.

The rate of admits registered is trending lower than last year by 10% as new student orientation sessions started later than last year. The goal is to see this gap narrow, particularly after the new year.

(Source: Digital Dashboard Same Date Comparison SP2019-2022)

	2019	2020	2021	2022
Applicants	1,326	1,299	1,417	1,226
Admits	1,002	1,017	1,052	935
Admits Registered	528	514	589	431
Prior Admits Registered	16	6	2	7
Retained Students	2,291	2,179	1,760	1,929
Return Students	163	92	113	106
Average Contact Hours	11.00	11.15	10.77	11.02
Total Headcount	2,998	2,791	2,464	2,473
Total Contact Hours	32,973	31,112	26,541	27,244
Tuition	6,144,396	5,893,817	5,067,609	5,348,239

When enrollment projections were made in February 2021 as part of the budget process, an increase in contact hours of 2.15% was predicted. This included an anticipated decline in the number of new students and an increase in the rate of continuing student registration over the previous year. The report date for spring semester is January 25 meaning final reports will be included in the February Enrollment Report.



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MEMO

Administrative Services

To: Dr. Nick Nissley, President

From: Troy Kierczynski, Vice President of Finance and Administration

Date: December 13, 2021

Subject: Summary Report for the General Fund as of November 30, 2021

The attached reports summarize the financial results for the General Fund as of November 30, 2021. The fifth month represents 42% 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 \$3,353,328. Revenue increased by 3% when comparing November 2021 to November 2020. The increase is primarily due to receipt of the state's 201e one-time Operational Support payment. Operating expenses increased by 4% compared to November 2020.

Revenue (letters refer to the attached General Fund summary)

- A. Tuition and fees are consistent with November 2020. For Fall 2021, the budget was set at 33,823 contact hours for a total budgeted revenue of \$6,523,277. Actual fall contact hours are 34,687 with actual fall revenue of \$6,700,877. Fall revenue is over budget by \$177,600.
- 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 offset payments. State appropriations payments are paid over 11 months (Oct to Aug).
- D. Federal Sources consist primarily of direct payments from MARAD restricted for academy operations and fuel.
- E. Actual year-to-date investment income recorded for fiscal year 2021 reflects interest income only. Interest income is comparable to prior year due to a lingering low interest rate environment.
- 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.
- 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

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

Fiscal Year 2022, Period 05

Funds	Accounts	2021-2022 Adjusted Budget	YTD Activity	% of Annual Budget	
TOTAL GENERAL FUND					
50	Revenues				
	Tuition and Fees	19,916,110	9,983,906	50.13%	A
	Property Taxes	12,030,623	5,377,200	44.70%	B
	Other Local	<u>0</u>	<u>0</u>		*
	Local Sources	31,946,733	15,361,106	48.08%	
	State Sources	10,730,000	2,727,136	25.42%	C
	Federal Sources	1,075,000	0	0.00%	D
	Private Sources	868,897	110,185	12.68%	F
	Investment Income	172,000	67,473	39.23%	E
	Other Sources	<u>392,600</u>	<u>183,869</u>	46.83%	F
	Total Revenues	45,185,230	18,449,769	40.83%	
60	Labor				
	Salaries & Wages	22,282,506	8,000,584	35.91%	G
	Benefits	<u>9,332,244</u>	<u>3,472,604</u>	37.21%	G
	Total Labor	31,614,750	11,473,188	36.29%	
70	Expenses				
	Purchased Services	2,311,193	856,008	37.04%	H
	Supplies & Materials	3,318,742	821,922	24.77%	H
	Internal Services	99,220	3,226	3.25%	H
	Other Expenses	1,670,689	531,309	31.80%	H
	Institutional Expenses	1,737,924	495,350	28.50%	H
	Maintenance & Renovation	1,828,864	619,710	33.88%	H
	Prof Develop, Travel & Events	362,070	115,814	31.99%	H
	Capital Outlay	<u>177,852</u>	<u>15,221</u>	8.56%	I
	Total Expenses	11,506,554	3,458,560	30.06%	
	Total Expenditures	43,121,304	14,931,748	34.63%	
80	Transfers				
	Transfers	2,063,926	164,693	7.98%	
	Total Transfers	2,063,926	164,693	7.98%	
	Total Expenditures and Transfers	45,185,230	15,096,441	33.41%	
	Net Revenues over (under) Expenditures	0	3,353,328		



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

INTERIM
This statement does not
reflect year-end results.

	YTD 11/30/2021	YTD 11/30/2020	\$ Diff	% Diff	Comments
Revenue					
Local Sources:					
Tuition & Fees	\$ 9,983,906	\$ 9,930,335	\$ 53,571	1%	Consistent with prior year
Property Taxes	5,377,200	5,146,070	231,130	4%	Timing of property tax payments received from townships and overall increases in taxable values
Total Local Sources	15,361,106	15,076,405	284,701	2%	
State Sources	2,648,897	2,268,299	380,598	17%	Primarily due to State's 201e One-Time Operational Support payment received in October 2021
State PPT Reimbursement	78,239	87,747	(9,508)	-11%	State funding formula resulted in slightly lower PPT reimbursement for FY22
Federal Sources	-	206,977	(206,977)	-100%	Timing of MARAD payments (expected in spring FY22)
Private Sources	110,185	122,014	(11,829)	-10%	Timing of Foundation gifts
Investment Income	67,473	57,944	9,529	16%	Higher interest/dividends recognized in FY22 than in FY21
Other Sources	183,869	141,607	42,262	30%	Primarily due to higher Lobdell sales, higher write off reversals for students, and EES revenue from their summer bridge program GRASP in FY22
Total Revenue	18,449,769	17,960,993	488,776	3%	
Expenses					
Salaries and Wages	8,000,584	7,797,958	202,626	3%	In line with budget and prior year
Benefits	3,472,604	3,415,315	57,289	2%	In line with budget and prior year
Purchased Services	856,008	677,230	178,778	26%	Primarily due to food services for GLMA cruises (higher cruise activity in summer/fall 2021 than summer 2020)
Supplies & Materials	821,922	859,821	(37,899)	-4%	Primarily driven by lower general supplies and timing of software purchase expenses; partially offset by timing of aviation fuel purchases
Internal Services	3,226	(4,336)	7,562	-174%	Timing of internal events/charges in FY22 including NMC Fellows Dinner and Student Life events offset by semi-annual fitness fee transfer
Other Expenses	531,309	445,865	85,444	19%	Primarily related to timing of GLMA tug rental expenses and higher recruiting/promotional expenses in FY22
Institutional Expenses	495,350	471,689	23,661	5%	Primarily due to the timing of invoices/payments and slight increases in insurance expenses
Maintenance & Renovation	619,710	631,996	(12,286)	-2%	Consistent with prior year
Professional Development	115,814	71,651	44,163	62%	Increase in professional development expenses as professional development has been added back into the budget in FY22
Capital Outlay	15,221	8,791	6,430	73%	Timing of COAT purchases
Total Expenses	14,931,748	14,375,980	555,768	4%	
Transfers	164,693	46,588	118,105	254%	Aviation flight hours transfer (offset in FY21 by transfer of admin expenses from general fund to CARES Act [CRF] fund)
Total Expenses & Transfers	15,096,441	14,422,568	673,873	5%	
Net Revenue Over (Under) Expenses	\$ 3,353,328	\$ 3,538,425	\$ (185,097)	-5%	



**Northwestern Michigan College
Comparison - Month Over Month
General Fund
Nov 2021 vs. Oct 2021**

INTERIM

This statement does not
reflect year-end results.

	YTD 11/30/2021	YTD 10/31/2021	Nov 21 Activity	Oct 21 Activity	Comments
Revenue					
Local Sources:					
Tuition & Fees	\$ 9,983,906	\$ 7,839,103	\$ 2,144,803	\$ 2,323,222	Primarily due to lower flight fees in November, timing of GLMA cruise fees (final cruise dates were in October), and timing of GLMA technology fees paid with registration
Property Taxes	5,377,200	5,327,400	49,800	1,345,039	Timing of tax collections received
Total Local Sources	15,361,106	13,166,503	2,194,603	3,668,261	
State Sources					
State PPT Reimbursement	2,648,897	1,517,925	1,130,972	1,516,549	One time additional State appropriation payment received in October
Federal Sources	78,239	-	78,239	-	- Consistent with prior month
Private Sources	-	-	-	-	- Consistent with prior month
Investment Income	110,185	110,185	-	-	- Consistent with prior month
Other Sources	67,473	54,601	12,872	13,724	Consistent with prior month
	183,869	142,818	41,051	50,261	Primarily driven by quarterly administrative fees for NJTP recognized in October
Total Revenue	18,449,769	14,992,032	3,457,737	5,248,795	
Expenses					
Salaries and Wages	8,000,584	6,225,099	1,775,485	1,801,878	Consistent with prior month
Benefits	3,472,604	2,713,849	758,755	768,115	Consistent with prior month
Purchased Services	856,008	749,189	106,819	229,710	Primarily due to timing of audit invoices and timing of advertising invoices paid in October
Supplies & Materials	821,922	644,705	177,217	201,576	Primarily due to higher classroom supply expenses, printing expenses, and timing of postage expenses in October; partially offset by timing of aviation fuel expenses
Internal Services	3,226	(25)	3,251	11,684	Primarily due to timing of internal events including the Foundation Board breakfast and NMC Board meetings
Other Expenses	531,309	420,184	111,125	138,423	Primarily due to GLMA tug lease expense in October
Institutional Expenses	495,350	350,273	145,077	102,787	Energy rebates received in October
Maintenance & Renovation	619,710	457,105	162,605	87,909	Primarily due to timing of software maintenance renewal expenses in November
Professional Development	115,814	85,850	29,964	20,687	Primarily driven by timing of professional development expenses
Capital Outlay	15,221	6,760	8,461	-	H.H. Barnum Company \$2,702 (Welding), Kendall Electric Inc. \$944 (Welding), and MSC Industrial Supply Co \$4,815 (Engineering Tech)
Total Expenses	14,931,748	11,652,989	3,278,759	3,362,769	
Transfers	164,693	164,693	-	-	- Aviation flight hours transfer
Total Expenses & Transfers	15,096,441	11,817,682	3,278,759	3,362,769	
Net Revenue Over (Under) Expenses	\$ 3,353,328	\$ 3,174,350	\$ 178,978	\$ 1,886,026	

Northwestern Michigan College
Board of Trustees
Fellows Nominating Committee Minutes
Thursday, December 9, 2021
Gray Conference Room 202
University Center
2200 Dendrinos, Traverse City, MI 49686

Committee Chair Kennard Weaver called the meeting to order at 8:53 a.m.

Members Present: Kennard Weaver, Rachel Johnson
Members Absent: Doug Bishop
Others Present: Nick Nissley, Lynne Moritz

Selection of 2022 Fellow(s) Recipients

Nominations for the 2022 Fellow(s) were reviewed and discussed.

Rachel Johnson made a motion, supported by Kennard Weaver, to select K. Ross Childs and Ann Rogers for recommendation to the full Board for the appointment as 2022 Fellows. The motion passed with a unanimous vote.

The President's Office will coordinate contacting both nominees to inform them of their nomination.

Public Comment—There was no public comment offered.

The meeting was adjourned at 8:59 a.m.

Recorded by Lynne Moritz, Executive Director of the President's Office and Board Operations



Northwestern
Michigan
College

MEMO

*Public Relations, Marketing,
and Communications*

To: Nick Nissley, President

From: Diana Fairbanks, Associate VP of PR, Marketing and Communications

Date: 12-9-20

Subject: November 2021 Monthly Report

Very strong month for PRMC especially with earned, owned and shared media. The college distributed many good news stories which resulted in a 30% increase in MOM media coverage with a near perfect sentiment score. This is in part due to the BOT investment in PRMC. With additional support from a part time writer who has moved into a full time role, we are now able to increase our impact. I am also happy to share that the new Marketing and Creative Directors will both begin work at the college in January. We are thankful for the continued support from the Board, President and search team. These new positions already figure prominently in the strategic plan's action steps and will work closely with PRMC and Enrollment Services to advance the goals of the college. The following is an overview of the work of Public Relations, Marketing and Communication for November 2021.



Paid Media







- Google
 - Search
 - Display
 - Remarketing

The November spend was reduced as planned to align with the admissions cycle and will increase ahead of the spring push in December and January. Our efforts to increase performance in our digital campaigns is showing increases in conversions and click through rates, while also becoming more efficient with a lower cost per click. We will continue work to refine keywords and update landing pages. Efforts to increase efficiency in paid campaigns and improve content quality in shared media is also taking hold and showing positive results.

Outcomes:

- Conversions

Campaigns	November '21	MOM
NMC General- display (adult learner MI)	241	+77 
NMC Branded- search (local)	233	-20 

NMC General- remarketing (adult learner MI)	177	+26 
NMC General- display (traditional learner MI)	167	-39 
NMC Branded- search (MI)	116	+83 
NMC General- remarketing (traditional learner MI)	106	-23 
NMC General- display (traditional learner local)	101	-47 
NMC General- display (adult learner local)	77	-89 

- Web traffic (11/1-11/30)
 - The Affordable Degrees landing page for paid search and display campaigns
 - 7,088 visits/pageviews
 - 3% of all site traffic
 - It's driven:
 - 392 visits to the apply page
 - 227 visits to the NMC homepage
 - [Adult learners landing page](#)
 - 6,406 visits/pageviews
 - It's driven:
 - 440 to the apply page
 - 51 visits to the homepage
 - 51 visits to the contact admissions page
 - 8 visits to the Learning Options page

Earned Media

Monthly recap of media coverage and sentiment

NMC was featured in 133 media mentions with an estimated publicity value of \$100,500 based on the Cision media monitoring system. This was driven by several video friendly stories promoted through news releases. Media coverage stories that resulted in the most attention include:

- [Research buoys were pulled from Lake Michigan this week](#) UpNorthLive, November 9
- [Memorial Service Held To Remember Crew of Edmund Fitzgerald](#) 9&10 News, [UpNorthLive, November 10](#), [Photo gallery: Mariners Memorial Service](#) Record-Eagle
- [NMC To Host Public Veterans Day Ceremony](#) The Ticker, [9&10 News, November 10](#)
- [Need for housing highlighted during annual Walk for Health and Housing](#) UpNorthLive, [Sixth Annual Walk for Health and Housing in Traverse City](#) 9&10 News, November 18
- [Northwestern Michigan College Students Hand Out 125 Thanksgiving Meals](#) 9&10 News, [9&10 News, November 22](#) (second story), [Record-Eagle, November 25](#)

Media sentiment ranking for December (based on a Cision algorithm that ranks pre-assigned tone of keywords) shows 99.2% positive or neutral coverage. This is an increase MOM

(November, 96.3%) and increase YOY (2020, 94.3%). The result categorized as negative was about a vaccine mandate at another maritime academy. GLMA was mentioned in the story.

Owned Media

Monthly published owned media

During December, PRMC published two NMC Now e-newsletter to 875 supporters and community members. The average open rate was 39.6%. *The feature article from 11-11-21 [Success story: Food pantry, Thanksgiving meal project help fill rising demand](#) was the most popular link clicked.*

Other popular links include:

- [Success Story: College committed to veteran students, November 10](#)
- [Robitshek joins NMC board](#) Record-Eagle, November 16 [The Ticker, November 15](#)
- [T-day dinners provide 'food for thought' for NMC students](#) Record-Eagle, November 20

Content is being finalized for the January 2021 Nexus which highlights the momentum of a new era with exciting changes at NMC. Mailing is planned for mid-January.

Shared Media

Monthly progress report on NMC's Main social media channels

Higher quality content is continuing to increase performance on our main social media channels. Even the dip in some engagement is due to high performing content in previous reporting periods. We also continue to align shared content with areas identified in the Strategic Enrollment Management Plan and are seeing growth in interest and reactions. Highest performing posts include, Veterans Day, fall on campus, Northwestern removal, food drive and Police Academy.

Platform	Followers	Impressions	Engagement	Gender	Age	Region
Facebook	11,913 Up 1% YOY	54% up YOY	33% Down YOY	Fans 68% F 31% M	#1 25-34 (27%)	GT Region & Grand Rapids
	Flat MOM	up 8% MOM 	Down 32% MOM 	Reach 61%F 38%M	#2 35-44 (20%)	
					#3 45-54 (20%)	
Instagram	2,801 up 10% YOY)	64% up YOY	33% Down YOY	61% F 39% M	#1 18-24 (29%)	GT Region & Grand Rapids
	Up 1% MOM	up 42% MOM	Down 4% MOM		#2 25-34 (29%)	
					#3 35-44 (18%)	



MEMO: Resource Development

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

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

Date: December 9, 2021

Subj: Foundation Update

Fund Raising – a “check” on FY22 goals

- The foundation continues its active fundraising efforts to support NMC students, programs, and the Fund for NMC. We continue to ask you and our community to make gifts of all sizes to help students because every gift makes a difference for a student in need and to advance critical NMC programs.
- Thanks to generous donors committed to supporting the college and our students, the number of gifts received to date this year (1,800) is ahead of last year (1,600).
- To date, donors have given:

\$1,061,881	Total received (including Annual Fund, pledges, and <i>documented planned gift intentions</i>) raised toward goal
<u>+ \$77,777</u>	Gross event revenue
\$1,139,658	Total raised through new gifts, commitments, & events (Goal: \$3,550,000)
+ \$400,000	from a previously documented planned gift

Foundation Initiatives

- Year end direct mail and email campaigns are underway.
- Giving Tuesday was Tuesday **Nov 30, 2021** and was once again successful. We used this campaign to test two different appeal approaches and are pleased to report that the matching/challenge gift approach for the Dennis Museum Center was the most successful.
- The Foundation board will begin a planning process in the new year to determine how best to support the college priorities and our students in the future.

Northwestern Michigan College
Board of Trustees
Executive Committee Minutes
Thursday, December 9, 2021
Gray Conference Room 202
University Center
2200 Dendrinos, Traverse City, MI 49686

Committee Chair Chris Bott called the meeting to order at 8:01 a.m.

Members Present: Chris Bott, Rachel Johnson, Kennard Weaver

Others Present: Nick Nissley, Lynne Moritz

President's Update

Community College BSN Degrees--Legislation to allow Michigan community colleges to offer bachelor's degrees in nursing moved forward this week, putting NMC another step closer to helping fill hundreds of staff shortages at Munson Medical Center, among other hospitals.

The BSN bills advanced from the House Education Committee to the full House.

Strategic Planning--Following yesterday's last meeting of the Strategic Planning Steering Committee, Nissley recognized the accomplishments to date and transition to the implementation stage. There was discussion of next steps regarding the Values policy and it was determined the memo from the SPSC should go to the Board Policy Committee Chair and that it is appropriate for the second reading of the policy to occur at the December regular meeting of the Board.

In relation to the DEI training objectives, Chair Chris Bott noted he would like to ensure the training is extended to the full Board of Trustees and Foundation Board.

Nissley shared a draft recommendation for monthly updates on the Strategic Plan developed by VP of Strategic Initiatives Jason Slade. The monthly update would focus on a single strategy each month and provide the current status, successes, and challenges for each objective under the respective strategy (summarized in a color-coded dashboard). The committee requested the full Board be introduced to the format of the dashboard before it launches.

Upcoming Board of Trustees Meeting Agenda

The agenda for December 20, 2021, was reviewed with no questions or requested edits.

Other Discussion

There was brief discussion pertaining to parliamentary procedures for consent items on the agenda, the orientation process for new trustees, as well as annual training opportunities for the full Board of Trustees.

Public Input—There was no public comment offered.

The meeting was adjourned at 8:47 a.m.

Recorded by Lynne Moritz, Executive Director of the President's Office and Board Operations



MEMO
Office of the President

To: NMC Board of Trustees
From: Nick Nissley, President
Subject: December Mid-Month Update
Date: Thursday, December 9, 2021

Dear Board of Trustees,

As a reminder, last month I began sharing an emailed mid-month update with you (in addition to the in-person update at the monthly BOT meeting). It's designed to offer an executive-level reporting (i.e., afford you enough to feel adequately updated, but not so much to make you feel inundated). My intention is to ensure that you are receiving adequate communication. We have been focused on two key areas: strategic planning and the BSN legislation.

Since our November Board meeting, the following are key updates:

- **BSN Legislation.** The bills introduced by state representatives John Roth, R- Traverse City, and John Damoose, R-Harbor Springs, which would allow community colleges to offer bachelor's degrees in nursing (the BSN), advanced from the House Education Committee to the full House on a vote of 8-2-2 this past Tuesday. The bill will now be considered by the full House of Representatives. Although the vote could come as early as next week, it may not be taken up until after the New Year. While this is great news, it was only the first step in the process, with much work left to do.
- **Strategic Planning.** After 10 months of hard work, the Strategic Planning Steering Committee held its final meeting, yesterday. They have successfully completed their work with mission, vision, values, strategies, objectives, and action plans. Of course, the completed plan/document is an amazing output. However, the true outcome has been the building of collective commitment to a desired future (thanks to the broad and deep engagement process with internal and external stakeholders). At the December Board of Trustees Meeting you will complete the second reading of mission, vision, and values. We will look forward to coming together in January for the Board of Trustees Study Session where we will review the objectives that have been crafted – the concrete actions

that will be undertaken to achieve specific goals. Then, at the January Board of Trustees Meeting you will formally vote on approval of the strategies (e.g., the College's strategic plan)! It is also important to note that the Foundation has initiated a planning process to ensure linkage with the College's strategic plan (e.g., beginning to articulate and align Foundation fundraising with College resource needs).

- Key Entries From the President's Calendar. The following meetings occurred (obviously, not all of my meetings, but ones that might be of interest):
 - External/Businesses: Chateau Chantal (Marie-Chantal Dalese, CEO); Great Lakes Potato Chips (Chris Girrbach, CEO); TCAPS (John VanWagoner, Superintendent); Eastern Elementary (Biz Ruskowski, Principal); Blair Elementary (Kirsten Morgan, Principal); MCCA Presidents BSN Planning Meeting
 - Internal (Faculty, Students, etc.): NMC Foundation Executive Committee; NMC Foundation Executive Committee Finance & Audit Committee; Engineering 101 Student Presentations; Music Students Convocation; NMC Jazz Bands Concert
- Upcoming Dates of Note
 - December 20 – Regular Board Meeting, Timothy J. Nelson Innovation Center
 - January 10 – NMC Conference, Virtual
 - January 19 – Board Study Session, Hagerty Center
 - January 24 – Regular Board Meeting, Timothy J. Nelson Innovation Center



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, December 13, 2021
Re: State/Federal Legislative Update

State

Calendar

With only a few session days remaining this calendar year, we anticipate that the legislature will spend most of their time wrapping up a book closing adjustment supplemental appropriations bills along with other time sensitive items including an economic development incentive package. In addition, since 2022 is part of the same legislative session as 2021, legislation will not expire at the end of the calendar year.

Community College BSN Legislation

On Tuesday, December 7, the House Education Committee reported [House Bills 5556 & 5557](#), the community college BSN legislation. The final vote was 8 yes, 2 no, and 2 passes. The bills are now pending on the House floor for final passage, which likely won't occur until January (given the limited number of legislative days remaining). We are very happy with the broad support that this legislation has amongst our northern Michigan caucus- with all members being in support and only one member with an unknown position (Rep. Daire Rendon- 103rd House District- Lake City). We are working to determine if Rep. Rendon supports this legislation as well.

While we are pleased with this movement, we know that universities continue to make defeating this legislation a top priority. This includes successfully having “poison pill” legislation introduced in the House. House Bills [5361](#) and [5362](#) are tie barred and would require that if a board of trustees of a community college district offers baccalaureate or bachelor’s degrees in any discipline for which the board did not offer a degree in before the passage of the bill, then the board would not be able to levy any local property taxes and that any taxes previously levied must not be collected. Both bills have two sponsors and have not received a committee hearing (House Tax Policy Committee).

Ask

Continue to press the importance of this legislation to address healthcare workforce needs with our Senate members should this legislation pass the House.

Personal Property Tax Legislation

On Wednesday December 8, the House Tax Policy Committee reported, and the Full House later passed HB [5351](#) which would amend the General Property Tax Act to increase the value of personal property for which a taxpayer claims an exemption from \$80,000 to \$160,000. While these exemptions are fully reimbursed to impacted entities, due to the way the formula for these reimbursements is constructed, it could result in less money available in other parts of the distribution formula which go to local governments and community colleges. NMC receives around \$150,000 to \$200,000 per year from the state via the local community stabilization authority and to the extent that increasing the \$80,000 true cash value threshold results in larger tier

1 reimbursements, there would be less funding available for reimbursement to non-tier 1 municipalities. We have communicated our concern to Senator Schmidt, Senator VanderWall and Senator Stamas and the MCCA is working with interest groups representing local governments to express concern with this bill.

Ask

NMC would urge Sen. Schmidt, Sen. VanderWall and Sen. Stamas to provide sufficient revenue to guarantee that community colleges do not get penalized by the additional exemptions created by HB 5351- should this legislation pass.

Michigan New Jobs Training Program (MNJTP) Cap Legislation

While we had hoped for a hearing to report [HB 5527](#) which would double the cap on contracts under the MNJTP from \$50 million to \$100 million, the committee did not meet last week and so further movement on this bill has been pushed back until January.

Supplemental Appropriations

We continue to press the importance of funding a statewide Community College Equipment Fund as well funding capital outlay projects or infrastructure projects such as our integrated student services hub, central campus geothermal project, or aviation program hanger improvements.

Federal

Build Back Better Act

Late last month, the U.S. House passed the Build Back Better (BBB) Act (H.R. 5376). Since the BBB is fiscal year 2022 budget “reconciliation” legislation, it needs only a simple majority to pass the Senate.

The \$1.7 trillion legislation as passed is roughly half the size of the bill originally advanced by House committees, with education bearing disproportionate cuts, almost 80%. Nevertheless, as has been reported, the BBB contains items that would tremendously benefit community colleges and their students and the American Association of Community Colleges has endorsed the legislation.

Items of interest include:

- Two major job training programs focused on community colleges: expenditures total three times funding for the now-lapsed Trade Adjustment Assistance Community College and Career Training (TAACCCT) program. One of the two programs is a revived TAACCCT, providing \$1.2 billion over four years.
- Substantial investments in workforce programs, including sector partnerships, apprenticeships, and additional funding for WIOA, Perkins Act and Adult Education Act.
- An increase in the Pell Grant maximum, for four years, of \$550, in addition to any other amounts provided through the appropriations process.
- Suspension of taxation of Pell Grants for four years, along with changes to the American Opportunity Tax Credit that would allow hundreds of thousands of low-income Pell Grant recipients to qualify for the \$2,500 credit.
- A five-year, \$500 million investment in college completion that marks an important new role for the federal government, even though funding is far below the \$62 billion originally proposed by the Biden administration and the \$9 billion advanced by the House Committee on Education and Labor.
- The bill’s dramatic expansion of the federal role in childcare, which includes new subsidies to parents, increased compensation for providers and direct support for childcare centers, should enhance the general conditions on which community colleges might establish or expand childcare centers.



Northwestern
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MEMO
Administrative
Services

To: Dr. Nick Nissley, President

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

Date: December 13, 2021

Subject: Monthly Strategic Planning Update
Attachments: Steering Committee approved Strategic Plan and memo regarding Inclusion value

The Strategic Planning process has progressed as agreed upon by the Board of Trustees and the Strategic Planning Steering Committee (SPSC). The SPSC has been able to complete its work as originally planned.

We are pleased to present to the Board of Trustees the Steering Planning Steering Committee's approved:

- Mission
- Vision
- Values
- Strategies
- Objectives

The Steering Committee recommends that the Board of Trustees approve the Mission, Vision, Values and Strategies at the January, 2022 Board of Trustees meeting.

Per the Board's request for the Committee to reconsider the Inclusion value and define words within its definition, a separate communication was submitted to the Board Policy Committee Chair. It is attached for your review.

We want to thank both the Steering Committee, the Work Team members and CampusWorks for all the work that they have done over the past nine months. The implementation stage of the strategic plan will be administered by VP for Strategic Initiatives, Jason Slade.



NMC NEXT

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Strategic Plan 2022-2025

As Approved by
Strategic Planning Steering Committee
And Submitted to NMC Board of Trustees

STEERING COMMITTEE MEMBERS

Anderson, Michael — Faculty
Bailey, Ed — Staff
Balbach, Lisa — Faculty
Bott, Chris — Board of Trustees
Cook, Vicki — President's Council
Cotto, Marguerite — President's Council
Evans, Joy — Staff
Everest, Brandon — Faculty
Fairbanks, Diana — President's Council
Gorton, Holly — President's Council
Gustafson, Terri — Staff
Hadley, Craig — Staff
Jenkins, Tony — Faculty
Johnson, Rachel — Board of Trustees
Kierczynski, Troy — Staff
Liebling, Mark — President's Council
Lively, Janet — Faculty
Marsh, Amber — Student
Marsh Jr., Bill — NMC Foundation
Metiva, Allison — Alumni
Moritz, Lynne — Administrative Support
Neibauer, Todd — President's Council
Nissley, Nick — President's Council
Siciliano, Stephen — President's Council
Teahen, Rebecca — President's Council
Thomas, Lisa — Staff
Wangler, Sarah — Faculty

NMC NEXT

OUR COMMUNITY. OUR COLLEGE. OUR FUTURE.

MISSION: We deliver lifelong learning opportunities to transform lives and enrich our communities.

VISION: We aspire to be a global community where all learners unlock their full potential.

Values:

Learning: We are life-long learners; learning is foundational to a thriving community and is at the center of all we do.

Integrity: We act with the highest degree of ethics, personal responsibility, fairness, and openness ensuring that we match our actions with our words.

Collaboration: We embrace co-creative solutions and celebrate the joy of working together, empowering each other and nurturing community partnerships for the benefit of our learners.

Respect: We demonstrate mutual regard and appreciation for one another to assure a culture of trust.

Inclusion: We foster belonging and build organizational capacity that celebrates diversity and promotes equity.

Innovation: We are agile, imaginative, and forward-thinking, taking risks to meet future needs of the college and our communities.

Stewardship: We practice stewardship by investing responsibly in the human, physical, financial, and environmental resources entrusted to our care.

Excellence: We commit to the highest standards of quality and service, and to exceeding the expectations of our learners and communities through continuous improvement.

NMC NEXT

OUR COMMUNITY. OUR COLLEGE. OUR FUTURE.

Strategies:

Strategy 1 **Future-Focused Education**

- Enhance offerings through flexible academic pathways, innovative instructional delivery models, and relevant, hands-on educational experiences to empower global learners for the future.

Strategy 2 **Student Engagement and Success**

- Develop and deliver comprehensive support services, robust engagement opportunities, and a vibrant collegiate experience to foster learner success, goal completion, and employability.

Strategy 3 **Diversity, Equity, and Inclusion**

- Cultivate an inclusive environment that fosters a sense of belonging and delivers equitable opportunities so all students and employees are able to thrive and succeed.

Strategy 4 **Community Partnerships and Engagement**

- Enhance collaborations that advance community engagement, economic and workforce development, and innovative opportunities for lifelong learning.

Strategy 5 **Institutional Distinction and Sustainability**

- Leverage distinctive programs that strengthen institutional sustainability and expand global connections for our learners and communities.

NMC NEXT

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Strategies and Objectives

<p>Strategy 1: Future-Focused Education: Enhance offerings through flexible academic pathways, innovative instructional delivery models, and relevant, hands-on educational experiences to empower global learners for the future.</p>
<p>Objective 1: Increase the number of student credentials from 236 to 270, using flexible academic pathways by December 2024.</p>
<p>Objective 2: Increase the proportion of online courses in fall and spring semesters from 28% to 35% by September 2024.</p>
<p>Objective 3: Increase student success and completion rates in online courses from 87% to 90% and hybrid courses from 92% to 95% by developing additional teaching strategies by December of 2024.</p>
<p>Objective 4: Create six shortened course pathways (two courses in one semester) in multiple academic disciplines by May 2024.</p>
<p>Objective 5: Every credential-seeking student will engage in at least one experiential learning opportunity (ELO) at NMC by September 2024.</p>
<p>Strategy 2: Student Engagement and Success: Develop and deliver comprehensive support services, robust engagement opportunities, and a vibrant collegiate experience to foster learner success, goal completion, and employability.</p>
<p>Objective 1: Increase student sense of belonging through participation in extra and co-curricular activities for first semester students to increase 1st semester persistence from 77.7% in Fall 2019 to 82% by fall 2025.</p>
<p>Objective 2A: Implement new enrollment marketing plans to increase the percentage of area high school graduates attending NMC by 3% (from 41% to 44%) by fall 2024.</p>
<p>Objective 2B: Implement new enrollment marketing plans to increase contact hour enrollment in age categories 21+ from 1510 to 1660(10%) by spring 2024.</p>
<p>Objective 2C: Reduce barriers to enrollment for underrepresented student populations to increase the rate of application to enrollment for these populations from 28% to 35% by fall 2025.</p>
<p>Objective 3: Enhance student completion supports to increase the three year comprehensive success rate from 38.9% to 40.4% by spring 2025</p>
<p>Objective 4: Increase percentage of students using success coach services to increase College-level Course Enrollee Success Rate (2.0 and above) from 79.8% in Fall 2020 to 83% by fall 2025</p>

NMC NEXT

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<p>Strategy 3: Diversity, Equity, and Inclusion: Cultivate an inclusive environment that fosters a sense of belonging and delivers equitable opportunities so all students and employees are able to thrive and succeed.</p>
<p>Objective 1: Create a college Diversity, Equity, and Inclusion statement of definition and purpose, receive President’s Council approval and present it to the Board of Trustees by August 2022.</p>
<p>Objective 2: Implement staffing and resourcing for diversity, equity, inclusion and belonging efforts with creation of at least a .5 FTE position by end of 2022 FY.</p>
<p>Objective 3: Provide onboarding training and regular training opportunities on diversity, equity, and inclusion for all NMC employees by August 15, 2023.</p>
<p>Objective 4: Address the barriers to entry and success of vulnerable student populations to improve application to enrollment statistics from 28% to 35% for BIPOC students and improve 12-month retention of all vulnerable populations by 3% by fall 2025.</p>
<p>Objective 5: Review and revise NMC systems, policies, and procedures for inclusive and equitable language and processes across college systems by Dec. 2025.</p>
<p>Strategy 4: Community Partnerships and Engagement: Enhance collaborations that advance community engagement, economic and workforce development, and innovative opportunities for lifelong learning.</p>
<p>Objective 1: Leverage and enhance existing partnerships, and identify new key partnerships, in order to increase NMC’s overall job performance in responding to the “community’s learning needs” by 2.5% (3.87 to 3.97) in Grand Traverse County by 2024 using the Community Attitude and Awareness Survey (CAAS).</p>
<p>Objective 2: The community believes providing skilled trades instruction is the highest priority for NMC (8.86 CAAS, 2018), but rates NMC’s performance in this area lower (8.21 CAAS, 2018.) NMC will increase performance rating by 8% by Spring 2024.</p>
<p>Objective 3: Providing personal enrichment has become more important for the community with scores increasing from 7.11 to 7.80 over the last three CAAS surveys. NMC will align lifelong learning opportunities to the community’s needs resulting in a less than 17% cancellation rate and be net revenue positive June 30, 2025</p>
<p>Objective 4: NMC will increase access to four-year college programs by improving the ""Providing access to other college programs"" performance metric by 2.5% (from 8.29 to 8.50) in Grand Traverse County by 2024 as measured by the Community Attitude and Awareness Survey (CAAS)</p>

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Strategy 5: Institutional Distinction and Sustainability: Leverage distinctive programs that strengthen institutional sustainability and expand global connections for our learners and communities.

Objective 1: Aviation will execute its multi-phase expansion plan in effort to increase enrollment by 25% and annual net revenues by 33% from June 30, 2021 to June 30, 2024.

Objective 2: The Great Lakes Water Studies Institute (GLWSI) will leverage its assets and geographical position on the Great Lakes to become a leading center for marine and geospatial programs, providing academic pathways, training & professional development, and other innovative technical services which generate positive net revenue by June 30, 2025.

Objective 3: The Great Lakes Culinary Institute will execute its "Reimagining" plan, which is to modernize curriculum, increase enrollment, and maximize utilization of the current Lobdell's space to achieve a net deficit no greater than \$150,000 by June 30, 2023.

Objective 4A: The Dennon Museum Center will execute the key financial stewardship initiatives from the DMC Strategic Plan 2020-2025 by June 30, 2025.

Objective 4B: The International Affairs Forum will execute the IAF Business Plan for Strategic Growth to create a sustainable business operation by June 30, 2024.

Objective 4C: WNMC will execute the action steps defined in the Refocusing WNMC: A 5-Year Plan to increase engagement/listenership and sustain WNMC's operations by June 30, 2025.

Objective 5: The GLMA and GLCI will leverage existing expertise and resources to develop and offer a maritime culinary certificate by Fall 2023, which will expand opportunities for students in this niche, high demand area.

To: Board of Trustees

From: Vicki Cook and Stephen Siciliano, Co-Chairs, Strategic Planning Steering Committee

RE: Inclusion Value Statement

Date: December 8, 2021

At your request, the Steering Committee reviewed our Inclusion Value Statement and considered providing definitions for the words 'equity' and 'diversity' embedded in the statement. At our Steering Committee meeting today, the Committee reviewed the statement and unanimously agreed that the current statement was appropriate and we recommended that the Board accept the statement as first submitted. For the Board's reference, the value statement is:

Inclusion: We foster belonging and build organizational capacity that celebrates diversity and promotes equity.

We also discussed providing working definitions for the words 'equity' and 'diversity' that are part of the Inclusion Statement. We noted that the work of defining these words is actually one of the action plans under the proposed college strategy of "**Diversity, Equity, and Inclusion:** Cultivate an inclusive environment that fosters a sense of belonging and delivers equitable opportunities so all are able to thrive and succeed." Consequently, the Steering Committee believes that the team charged for the implementation of this strategy is responsible for this work and should be given the needed time to complete it. We do suggest that as a starting point for this work, that the DEI Team consider the following two working definitions:

- Diversity: the presence of difference within a collection of people
- Equity: is about ensuring everyone has resources based on their needs

Nevertheless, the DEI Team will be the group that will ultimately develop the definitions for these words as part of fulfilling the Diversity, Equity and Inclusion strategy. DEI Co-Chairs also support this work being led by the DEI Team. It was also noted that developing the definitions as part of the team assigned to this strategic task allows the college to model the value of collaboration.

Thank you again for your consideration of this recommendation.

**NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
MINUTES**

**Monday, November 22, 2021
NMC Hagerty Center, Room C**

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

OATH OF OFFICE—The Oath of Office was recited by new appointed trustee Andrew K. Robitshek for a term that expires following the Board of Trustees election in November 2022.

ROLL CALL

Trustees present: Douglas S. Bishop, Chris M. Bott, Rachel A. Johnson, Laura J. Oblinger, Kenneth E. Warner, Kennard R. Weaver, Andrew K. Robitshek

Trustees absent: None

Also present: President Nick Nissley, Patti Burgess, Vicki Cook, Marguerite Cotto, Tony Jenkins, Troy Kierczynski, Mark Liebling, Lynne Moritz, Kyle Morrison, Todd Neibauer, Stephen Siciliano, Jason Slade, Rebecca Teahen

REVIEW OF AGENDA—The agenda was accepted as presented.

A motion was made by Doug Bishop, to amend the agenda so as to consider action on Policy C-102.00 Values separate from the other policies included in Action Item T.

SPECIAL REPORTS AND PRESENTATIONS

Faculty Report—Celebrating Neurodiversity—Nancy Gray, Communications Instructor, presented on how NMC can welcome neurodivergent students. Gray first explained the genesis of the current Autistic Pride logo, defining ableism and neurodivergent. Gray also reviewed ways in which she incorporates Universal Design for Learning (UDL) in her classroom to remove barriers to learning. In response to a question, Gray stated she has seen neurodiverse students persist with the course at greater rates than before incorporating UDL in her classroom.

Enrollment Report—Todd Neibauer, Vice President for Student Services and Technology, provided the enrollment report and a brief overview of the enrollment cycle.

Sensitive Information Report—Troy Kierczynski, Vice President of Finance and Administration, provided the annual report which is required by the Fair and Accurate Credit Transactions Act of 2003. During the past twelve months, there were no incidents of this type to report. The college continues to review procedures, provide employee training and conduct audits to protect any sensitive information stored on our systems. In response to a question regarding the frequency of attacks, Neibauer stated there are frequent attempts and described the various defense mechanisms in place.

Financial Report—Troy Kierczynski, Vice President of Finance and Administration, reviewed the financial report for the period ending October 31, 2021, which is a third of the way through the fiscal year.

Presidential Performance & Compensation Committee Report--Committee Chair Rachel Johnson referenced the committee minutes and memo included in the Board materials, emphasizing the committee's request for proposals for consultant services pertaining to presidential performance assessment and recommendation to extend President Nissley's current contract.

Policy Committee Report--Doug Bishop provided the report for the November 15 meeting of the Board Policy Committee. After briefly reviewing updates to Policy A-104.00 Board of Trustees Video Recording of Meetings, which stipulates regular monthly meetings will be broadcast on the college's YouTube page, Bishop noted the amendment to the Dennon Museum Center Collections Management Policy at the request of the accreditation. Regarding the mission, vision, and values policies, which were recommended by the Strategic Planning Steering Committee to the Board Policy Committee, Bishop reviewed the committee meeting minutes and emphasized the question of defining "diversity" and "equity" within the "inclusion" value.

EXECUTIVE REPORTS--The following written reports were provided in the packet of materials: PRMC, Foundation Report, Board Executive Committee. Chair Chris Bott did draw attention to giving Tuesday on November 30, 2021, and encouraged visiting nmc.edu/give.

PUBLIC INPUT—There was no public input offered.

UPDATES

President's Update—President Nick Nissley began his update with a COVID-19 case update and reviewed current mitigation measures such as masking, reducing large gatherings, and seeking vaccine clinics to be held by the county health department. Nissley also shared two stories about how the college is transforming lives and enriching our communities: Phi Theta Kappa students are mentoring 5th graders at Blair Elementary and Kristy McDonald's business class students are distributing Thanksgiving meals. Regarding the legislative update, Nissley noted that on Wednesday, November 10, State Representatives Damoose and Roth introduced House Bills 5556 & 5557, which would authorize community colleges to offer and confer baccalaureate of science in nursing degrees.

Board Chair Update—Chair Chris Bott shared from his experience of visiting Kristy McDonald's business class. Bott also provided an update on his work with the Michigan Community College Association (MCCA) in their search for a new president of the association, which will be Brandy Johnson. Bott also thanked everyone who contributed to fulfilling the trustee vacancy created by Michael Estes' resignation.

DISCUSSION ITEMS

Strategic Planning Report—Stephen Siciliano, Vice President for Educational Services, addressed the prior conversation regarding the "Inclusion" value in Policy C-102.00 Values to provide context for how the definitive statements were formed. In regard to the "Collaboration" amendments suggested by the Board Policy Committee, Siciliano explained the development of the statements also sought to include action verbs. Vicki Cook, Special Assistant to the President, reviewed the strategic planning timeline and highlighted that objectives are currently being reviewed. Cook also noted the college's shared governance councils are reviewing the resources needed to support the

proposed objectives. It was requested for the full Board to receive the objectives well in advance of their approval of the strategies.

CONSENT ITEMS—On a motion by Andy Robtishek, seconded by Doug Bishop, the following items were approved by a unanimous vote as a group without discussion:

- Minutes of the October 25, 2021 regular and closed meetings
- Minutes of the November 15, 2021 special meeting

ACTION ITEMS

Board Policies--On a motion by Doug Bishop, seconded by Laura Oblinger, the Board unanimously adopted the following Board policies on a first-reading basis as presented:

- Amended Policy C-100.00 Mission
- Amended Policy C-101.00 Vision
- Amended Policy A-104.00 Board of Trustees Video Recording of Meetings
- Amended Policy D-504.05 Dennis Museum Center Collections Management Policy

Policy C-102.00 Values

Doug Bishop made a motion to have Policy C-102.00 Values reconsidered by the Strategic Planning Steering Committee to include definitions of the terms “diversity” and “equity,” Kennard Weaver seconded the motion.

After discussion, Doug Bishop withdrew his original motion, and motioned to approve Policy C-102.00 Values with the following edits:

1. Reorder the list of statements in Policy C-102.00 with “Learning” listed first.
2. Edit the “Collaboration” statement to read as follows: “Collaboration: We embrace co-creative solutions and celebrate the joy of working together, empowering each other and nurturing community partnerships for the benefit of our learners.”
3. Edit the “Inclusion” statement to provide greater definition, as follows: “Inclusion: We foster belonging and build organizational capacity that celebrates diverse individual backgrounds and thoughts, and promotes equal opportunity for success.”

Chris Bott seconded the motion. After the suggested edits were discussed, the following roll call vote was taken: Yes--Doug Bishop, Chris Bott; No--Rachel Johnson, Laura Oblinger, Andy Robtishek, Kennard Weaver; Abstain--Ken Warner. The motion did not pass.

Doug Bishop made a third motion to make the changes of moving “Learning” first and include the edits to “Collaboration” to the policy, and refer the “Inclusion” statement back to the Strategic Planning Steering Committee to reconsider providing definitions of “diversity” and “equity.” Rachel Johnson seconded the motion and it passed unanimously.

NMC Resource Guidelines--Doug Bishop made a motion, seconded by Laura Oblinger, to approve the NMC Resource Guidelines for 2022-2023 as presented. The motion passed with a unanimous vote.

Native American Grant Application On a motion by Rachel Johnson, seconded by Kennard Weaver, 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.

Presidential Contract--On a motion by Ken Warner, seconded by Doug Bishop, the Board approved amendments to the president’s contract as presented. The motion passed with a unanimous vote.

REVIEW OF FOLLOW-UP REQUESTS—The Board requested an overview of the college’s grant identification and application process, as well as for the Strategic Planning Steering Committee to reconsider the “Inclusion” statement encompassed in Policy C-102.00 Values.

ADJOURNMENT—The meeting adjourned at 7:14 p.m.

Recorded by Lynne Moritz, Executive Director of the President’s Office and Board Operations.

SIGNED _____
Chris M. Bott, Chair

ATTESTED _____
Kenneth E. Warner, Secretary



Northwestern Michigan College

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Board Policy C-100.00

Ends Policy

Mission

We deliver lifelong learning opportunities to transform lives and enrich our communities.

If any provision(s) of this policy or set of bylaws conflicts with laws applicable to Northwestern Michigan College, including the Community College Act of 1966, the Freedom of Information Act, or the Open Meetings Act, as each may be amended from time to time, such laws shall control and supersede such provision(s).

Initially adopted by the Northwestern Michigan College Board of Trustees November 23, 1998

Replaces C-101.00, adopted February 24, 1992

Revised March 26, 2007

Reviewed without change November 22, 2010

Reviewed without change December 21, 2015



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Board Policy C-101.00

Ends Policy

Vision

We aspire to be a global community where all learners unlock their full potential.

If any provision(s) of this policy or set of bylaws conflicts with laws applicable to Northwestern Michigan College, including the Community College Act of 1966, the Freedom of Information Act, or the Open Meetings Act, as each may be amended from time to time, such laws shall control and supersede such provision(s).

Initially adopted by the Northwestern Michigan College Board of Trustees November 23, 1998

Replaces C-100.00, adopted May 24, 1993

Revised March 26, 2007

Reviewed without changes November 22, 2010

Reviewed without changes October 23, 2017



Northwestern Michigan College

231.995.1000 | Traverse City, MI | www.nmc.edu

Board Policy C-102.00

Ends Policy

Values

Our individual and collective efforts create the legacy of NMC. In order to achieve our mission, we are individually committed and responsible to live these values:

Learning: We are life-long learners; learning is foundational to a thriving community and is at the center of all we do.

Integrity: We act with the highest degree of ethics, personal responsibility, fairness, and openness ensuring that we match our actions with our words.

Collaboration: We embrace co-creative solutions and celebrate the joy of working together, empowering each other and nurturing community partnerships for the benefit of our learners.

Respect: We demonstrate mutual regard and appreciation for one another to assure a culture of trust.

Inclusion: We foster belonging and build organizational capacity that celebrates diversity and promotes equity.

Innovation: We are agile, imaginative, and forward-thinking, taking risks to meet future needs of the college and our communities.

Stewardship: We practice stewardship by investing responsibly in the human, physical, financial, and environmental resources entrusted to our care.

Excellence: We commit to the highest standards of quality and service, and to exceeding the expectations of our learners and communities through continuous improvement.

If any provision(s) of this policy or set of bylaws conflicts with laws applicable to Northwestern Michigan College, including the Community College Act of 1966, the Freedom of Information Act, or the Open Meetings Act, as each may be amended from time to time, such laws shall control and supersede such provision(s).

Adopted by the Northwestern Michigan College Board of Trustees November 23, 1998

Replaces C-102.00, adopted August 28, 1995

Revised March 26, 2007

Revised November 22, 2010

Reviewed without changes December 21, 2015

Board Policy A-104.00**Board of Trustees Process****Board of Trustees Video Recording of Meetings**

The Board of Trustees establishes video recording to be conducted at regularly scheduled annual and monthly Board of Trustee meetings. The following standards shall be established for video recording of meetings of the Board of Trustees:

1. The Vice President for Student Services and Technologies shall determine appropriate procedures, guidelines and technology to accomplish video recording under this policy.
2. Regular monthly meetings shall be broadcast live in real time on the college's YouTube page, which does not include two-way communication with virtual viewers. Official video recordings shall be made available to the public on the Board's public website within eight days after the meeting. Video recordings shall be maintained in a manner consistent with the Records Retention and Disposition Schedule, Staff Policy D-506.04. Video recordings shall be retained for no longer than one (1) year from the date of first publication.
3. Video recordings shall serve only as an auxiliary method of providing public access to the business of the Northwestern Michigan College Board of Trustees, are not intended as public records, and shall not replace written minutes of the Board of Trustees as required by Board Policy A-100.00. For purposes of compliance with MCL 15.269 of the Open Meetings Act, written minutes maintained and approved by the Board of Trustees shall remain the official minutes of the Board, and the minutes shall be subject to all requirements as provided under MCL 15.269, and as may be amended.

The Vice President for Student Services and Technologies, in conjunction with appropriate staff, shall be responsible for the development and publication of any further procedures or guidelines that may be necessary to administer this policy effectively.

If any provision(s) of this policy or set of bylaws conflicts with laws applicable to Northwestern Michigan College, including the Community College Act of 1966, the Freedom of Information Act, or the Open Meetings Act, as each may be amended from time to time, such laws shall control and supersede such provision(s).

Adopted by the Northwestern Michigan College Board of Trustees March 24, 2014

Reviewed without revision July 22, 2019

5. The decision to deaccession is made based on, but not limited to, the following guidelines. These guidelines assume that all objects currently are accessioned and that the DMC has clear and unrestricted title:
 - a. Objects lacking provenance or that are not significant or useful for research, exhibit, or educational purposes in and of themselves.
 - b. Objects that have been determined not to be authentic.
 - c. Objects that have limited or no value to the DMC because of redundancy in the collection.
 - d. Human skeletal remains and objects of sacred or ritual significance that are requested for return under the terms and conditions of any state, federal (NAGPRA), or international laws and statutes. As per current federal laws and statutes, the requesting group must provide evidence of the validity of their claim. All claims must be made in accordance with national and international statutes and laws and the DMC will respond accordingly.
 - e. Objects that do not relate to the stated mission of the DMC. Objects that do not fit the stated scope of collections.
 - f. Objects that have decayed or decomposed beyond reasonable use and repair or that by their condition constitute a hazard to other objects in the collection.
 - g. Objects reported as missing or stolen.
 - h. Objects that have been stolen and for which an insurance claim has been paid to the DMC.
 - i. Objects used in education programs.
 - j. Objects that were accessioned erroneously into the collections.
6. The preferred method of disposal is transfer or exchange of objects to or with appropriate public museums, after which the order of preference is appropriate public educational agencies and institutions, private museums, and private educational agencies and institutions. Every effort is made to retain objects of regional or local importance in the public sphere. In the event of transfer to or exchange with either public or private institutions, the DMC requires evidence that proper care will be provided for the objects.
7. If transfer is not feasible, objects may be sold through standard state procedures. Under no circumstances will ethnographic objects be sold.
8. In instances of sale, no member of the NMC Board of Trustees, NMC staff, DMC staff, faculty, students, volunteers, or members of DMC committees, will be eligible to purchase deaccessioned items. Under no circumstances will this restriction be waived.

~~**9. Any funds realized from deaccessioned objects may only be used to acquire additional artworks for the collection. Funds may not be expended for any other purposes, including but not limited to: staffing, construction, capital equipment, and other non-acquisition expenses. Money acquired from the sale of the object(s) is used solely to obtain objects for the collection of the DMC. None of the revenue generated will be used to fund operating costs or salaries.**~~



***Lifelong &
Professional Learning***

To: Dr. Nick Nissley, President
 From: Marguerite Cotto, VP
 Date: December 14, 2021
 Subject: NJTP – New and Amended Agreements for Board Approval

Recommendation

New agreement:

Requesting Board approval of the following New Jobs Training Program (NJTP) agreement:

- Iron Fish Distillery, LLC of Thomsonville, MI. Agreement through 2031 with the addition of 25 new jobs, total budget \$180,000.

Agreement amendment:

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

- Britten, Inc.: Amendment to agreement increasing projected withholding from \$228,233 to \$282,650 through 2024.
- Century, Inc.: Amendment to agreement increasing projected withholding from \$330,000 to \$370,000 through 2024.
- Elmer's Crane and Dozer, Inc.: Amendment to agreement increasing projected with holding from \$306,795 to \$485,000 through 2026.
- Cerny Industries dba Strata Design: Amendment to agreement increasing projected withholding from \$25,525 to \$72,903 through 2026.

Brief program summary, prospective changes in 2022

With new Trustees taking action on the adoption of these agreements, new leadership taking responsibility for NMC's participation in the program, and potential legislation on the horizon in 2022, the following highlights serve as background for understanding NMC's participation in the Michigan New Jobs Training Program.

Program Summary: Michigan New Jobs Training Program was established by legislative action in 2008, authorizing the state's community colleges to enter into an agreement with Michigan

employers, in which new positions meeting earnings requirements (currently 175% of prevailing minimum wage) qualify for a planned diversion of payroll withholding to be applied for training and development of the new employee. (<https://www.mcca.org/mnjtp-overview>)

- NMC has participated in every cycle of the program since 2008. Since 2015, MCCA and the Department of Treasury have used a state-wide rotation to allow each participating school up to \$500,000 in agreements to be approved.
- A participating employer certifies their current employee number to Treasury. Only new positions from this point forward are eligible for the payroll tax withholding. The agreements presented to the Board for action indicate the *proposed number of new positions meeting the wage threshold, proposed training, and the timeline for new hires to take place.*
- Although there are several mechanisms in place to fund training, we have consistently worked with the *pay-as-you-go* option, which is flexible and low-risk.
- In 2020 and 2021, we have seen amendments to agreements to reduce the number of proposed new positions, an indicator of economic contraction. This group of agreements trends towards new position growth. NMC receives 15% of earnings to administer and management the program, sharing 1% with the MCCA. NMC is eligible to provide training or to facilitate 3rd party training and to establish its market rate for services. Our primary partner for manufacturing training is the Northern Regional Center (Michigan Manufacturing Training Center/MMTC/ The_Center). After January 1, 2022, oversight for this program will be under the VP for Strategic Initiatives, Jason Slade.

Prospective Changes in 2022

We are tracking two potential legislative changes to this program. Of state-wide significance is proposed legislation to increase the program cap from the current \$50 million for all agreements to \$100 million in total deferred payroll taxes under contract. This will reduce the limitations imposed when very large companies (such as General Motors) look at large expansion with hundreds of new positions at one time. More significantly from our perspective is proposed legislation that would reduce the minimum wage qualifier from 175% to 125% of prevailing minimum wage. This would have the greatest impact to program participation for smaller companies.

NJTP continues to be one of our important tools in supporting regional economic development. We're proud to be the only

community college in the state to bring agreements for Board approval in every cycle since the program's inception.

With appreciation for the collaborative work with Lisa Rollin of The_Center / MMTC, we look forward to the continued expansion of this program in service to the employers of the region.

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

Funding Vehicle:

Pay-As-You-Go Agreement

Original Award 05/20/19	Amendment 09/28/20	Amendment 06/28/21	Amendment 12/20/21
\$ 100,000	\$ 217,233	\$ 228,233	\$ 282,650
\$ 870	\$ 1,889	\$ 1,985	\$ 2,458
\$ 12,174	\$ 26,446	\$ 27,785	\$ 34,410
\$ 86,957	\$ 188,898	\$ 198,463	\$ 245,783

Michigan New Jobs Training Program -- Board Summary

Company:	Century Inc.																																							
	2410 West Aero Park Court; Traverse City, MI 49686																																							
Classification Code:	332811 -- Metal Heat Treating																																							
Agreement Type:	Five-Year Agreement <small>(original agreement signed on 02/28/11)</small>	Amended on 08/25/14 to: Seven-Year Agreement	Amended on 02/28/18 to: Ten-Year Agreement	Amended on 02/27/21 To: Thirteen-Year Agreement																																				
Overview:	Century Inc. is a privately held precision manufacturing company comprised of three distinct business units: Precision Machining, World-Class Heat Treating, and Material Research and Development. For over 40 years, Century has excelled at manufacturing products that consist of highly complex machined precision components with exacting microstructure requirements. Century serves the needs for many industries including: metal working, aerospace, defense, medical, nuclear, mining, and oil and gas.																																							
Existing Jobs:	162																																							
Net New Jobs to be Created:	35	Amended on 08/25/14 to: 40.																																						
People to be Trained:	35																																							
Approximate Start Date:	04/2011																																							
Approximate End Date:	01/2016	Amended on 08/25/14 to: 12/2018.																																						
Budget Analysis:	<table border="1"> <thead> <tr> <th style="text-align: left;"><u>Revenues</u></th> <th>Amendment of 08/25/14</th> <th>Amendment of 02/27/18</th> <th>Amendment of 04/27/20</th> <th>Amendment of 12/20/21</th> </tr> </thead> <tbody> <tr> <td>Estimated State Withholding</td> <td>\$ 199,622</td> <td>\$ 259,622</td> <td>\$ 276,646.75</td> <td>\$ 330,000.00</td> </tr> <tr> <td colspan="5"><u>Estimated Expenses</u></td> </tr> <tr> <td>Financing Costs</td> <td>\$ 5,838</td> <td>\$ 7,592</td> <td></td> <td></td> </tr> <tr> <td>MCCA Administration Costs (1%)</td> <td>\$ 1,736</td> <td>\$ 2,258</td> <td>\$ 2,405.62</td> <td>\$ 2,869.57</td> </tr> <tr> <td>College Administration Costs (14%)</td> <td>\$ 24,302</td> <td>\$ 31,606</td> <td>\$ 33,678.73</td> <td>\$ 40,173.91</td> </tr> <tr> <td>Total Estimated Training Budget</td> <td>\$ 167,746</td> <td>\$ 218,166</td> <td>\$ 240,562.39</td> <td>\$ 286,956.52</td> </tr> </tbody> </table>					<u>Revenues</u>	Amendment of 08/25/14	Amendment of 02/27/18	Amendment of 04/27/20	Amendment of 12/20/21	Estimated State Withholding	\$ 199,622	\$ 259,622	\$ 276,646.75	\$ 330,000.00	<u>Estimated Expenses</u>					Financing Costs	\$ 5,838	\$ 7,592			MCCA Administration Costs (1%)	\$ 1,736	\$ 2,258	\$ 2,405.62	\$ 2,869.57	College Administration Costs (14%)	\$ 24,302	\$ 31,606	\$ 33,678.73	\$ 40,173.91	Total Estimated Training Budget	\$ 167,746	\$ 218,166	\$ 240,562.39	\$ 286,956.52
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Total Estimated Training Budget	\$ 167,746	\$ 218,166	\$ 240,562.39	\$ 286,956.52																																				
Recommendation:	Agreement Approval																																							

Michigan New Jobs Training Program -- Board Summary

Company:

Elmer's Crane and Dozer, Inc.

3600 Rennie School Road; Traverse City, MI 49685

Classification Code:

212321 -- Construction Sand and Gravel Mining

Agreement Type:

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

Overview

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

Existing Jobs:

152

Amendment 08/24/21	Amendment 07/20/21
-----------------------	-----------------------

Net New Jobs to be Created:

18

60

People to be Trained:

18

40

Approximate Start Date:

10/01/14

10/01/14

Approximate End Date:

12/31/19

08/24/21 08/24/26

Budget Analysis:

Revenues

Estimated State Withholding \$ 115,000

Amendment 08/24/15	Amendment 07/20/20	Amendment 12/20/21
\$ 215,000	\$ 306,795	\$ 485,000

Estimated Expenses

MCCA Administration Costs (1%) \$ 1,000

\$ 1,870 \$ 2,668 \$ 4,217

College Administration Costs (14%) \$ 14,000

\$ 26,174 \$ 37,350 \$ 59,044

Total Estimated Training Budget \$ 100,000

\$ 186,956 \$ 266,777 \$ 421,738

Michigan New Jobs Training Program -- Board Summary

Company: **Iron Fish Distillery, LLC**
 14234 Dzuibanek Road; Thompsonville, MI 49683

Type of Agreement: Ten-Year Agreement

Existing Jobs: 18

Net New Jobs to be Created: 25

People to be Trained: 20

Approximate Start Date: 03/01/22

Approximate End Date: 12/19/31

Budget Analysis:

Revenues

Estimated State Withholding

Estimated Expenses

MCCA Administration Costs (1%)

College Administration Costs (14%)

Total Estimated Training Budget

Funding Vehicle:

Pay-As-You-Go Agreement

Recommendation:

Agreement Approval

Original Award	
12/20/21	
\$ 180,000	
\$ 1,565	
\$ 21,913	
\$ 156,522	

Michigan New Jobs Training Program -- Board Summary

Company:

Cerny Industries dba Strata Design

1645 Park Drive; Traverse City, MI 49686

Company Classification:

337212 -- Custom Architectural Woodwork and Millwork Manufacturing

Type of Agreement:

Five-Year Agreement; Amended to Ten-Year Agreement

Company Overview:

Strata Design is one of the largest independent manufacturers of commercial casework and store fixtures in Michigan servicing all of North America. Since 1988, Strata Design has been dedicated to manufacturing and installing the highest quality modular commercial casework, plastic laminate furniture, and store fixtures for hospitals and medical office buildings, universities and schools, retail stores, sports and hospitality venues, and financial institutions.

Existing Jobs:

19

Net New Jobs to be Created:

4

People to be Trained:

4

8

Approximate Start Date:

07/01/16

Approximate End Date:

05/22/26

Budget Analysis:

Revenues

Estimated State Withholding

	Award	Amendment 06/28/21	Amendment 12/20/21
	\$ 25,000	\$ 25,525	\$ 72,903
<u>Estimated Expenses</u>			
MCCA Administration Costs (1%)	\$ 217	\$ 222	\$ 634
College Administration Costs (14%)	\$ 3,044	\$ 3,107	\$ 8,875
Total Estimated Training Budget	\$ 21,739	\$ 22,196	\$ 63,394

Funding Vehicle:

Pay-As-You-Go Agreement

Recommendation:

Agreement Approval

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-237; AMENDMENT #3

This amendment between Northwestern Michigan College and Britten Inc., dated December 20, 2021, amends the previous Agreement dated June 28, 2021. This Agreement increases the budget from \$228,233 to \$282,650.

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, 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.

PART II

EXHIBIT A

Estimated Budget

1.	Training	\$245,783
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 36,867
	TOTAL	\$282,650

Final Costs

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

Acknowledged this 20th day of December 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:	\$245,783
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	\$1,330,118	\$ 56,530	\$ 56,530
2	\$1,330,118	\$ 56,530	\$113,060
3	\$1,330,118	\$ 56,530	\$169,590
4	\$1,330,118	\$ 56,530	\$226,120
5	\$1,330,118	\$ 56,530	\$282,650

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: December 20, 2021

BRITTEN INC.

Name: _____
Danielle Willson

Title: HR Generalist

Date: December 20, 2021

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-095; AMENDMENT #5

This amendment between Northwestern Michigan College and Elmer's Crane and Dozer, Inc., dated December 20, 2021, amends the previous Agreement dated August 24, 2021. This Agreement increases the amount from \$306,795 to \$485,000.

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

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

3. The Employer certifies that the number of jobs on its payroll in Michigan as of February 1, 2014, the date of the Preliminary Agreement, was 152 and that the highest number of jobs on its payroll in Michigan in the last 12 months prior to the date of the Preliminary Agreement was 152.
4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
5. The effective date of this Agreement shall be August 25, 2014 (the "Effective Date").
6. The term of this Agreement shall be twelve (12) years, expiring August 24, 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	\$ 421,738
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 63,262
	TOTAL	\$ 485,000

Final Costs

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

Acknowledged this 20th day of December 2021.

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

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	70
B.	Expected date by which new jobs will be filled:	02/10/17
C.	Estimated costs of training:	\$ 421,738
D.	Expected begin date:	10/01/14
E.	Expected end date:	08/24/26

II. Description of Training

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

III. Description of Training Equipment

EXHIBIT C

Employer Projections of Payroll and New Jobs Credit

Year of Agreement	Estimated Payroll of New Positions	Estimate of Diverted Payroll Taxes	Cumulative Diverted Payroll Taxes
1	\$ 950,980	\$ 40,417	\$ 40,417
2	\$ 950,980	\$ 40,417	\$ 80,833
3	\$ 950,980	\$ 40,417	\$ 121,250
4	\$ 950,980	\$ 40,417	\$ 161,667
5	\$ 950,980	\$ 40,417	\$ 202,083
6	\$ 950,980	\$ 40,417	\$ 242,500
7	\$ 950,980	\$ 40,417	\$ 282,917
8	\$ 950,980	\$ 40,417	\$ 323,333
9	\$ 950,980	\$ 40,417	\$ 363,750
10	\$ 950,980	\$ 40,417	\$ 404,167
11	\$ 950,980	\$ 40,417	\$ 444,583
12	\$ 950,980	\$ 40,417	\$ 485,000

Note: Although the term of this Agreement is twelve (12) 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: December 20, 2021

ELMER'S CRANE AND DOZER, INC.

Name: _____
Cindy Karker

Title: Director of Human Resources

Date: December 20, 2021

**MICHIGAN NEW JOBS TRAINING AGREEMENT
NJTP-012; AMENDMENT #5**

This amendment between Northwestern Michigan College and Century Inc., dated December 20, 2021, amends the previous Agreement dated February 27, 2021. This Agreement increases the budget from \$330,000 to \$370,000.

PART I

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

Ms. Kimberly Weber
Human Resources Manager
Century Inc.
2410 West Aero Park Court
Traverse City, MI 49686
Federal ID #: 38-1810580

3. The Employer certifies that the number of jobs on its payroll in Michigan as of August 24, 2010, was 162, and the highest number of jobs on its payroll in Michigan in the last 12 months was 162.
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 February 28, 2011 (the “Effective Date”).
6. The term of this Agreement shall be thirteen (13) 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	\$ 321,739
2.	[financing costs, bond issuance costs, contingency, or other costs]	\$ 0
3.	SUBTOTAL	\$ 321,739
4.	Administrative Fee	\$ 48,261
	TOTAL	\$ 370,000

Final Costs

1.	Training	\$
2.	[financing costs, bond issuance costs, contingency, or other costs]	\$
3.	SUBTOTAL	\$
4.	Administrative Fee	\$
	TOTAL	\$

Acknowledged this 20th day of December 2021.

Kimberly Weber
Human Resources Manager
Century Inc.

Nick Nissley
President
Northwestern Michigan College

EXHIBIT B
Tentative Training Program

I. Overview

A. Number of New Jobs: 40

Century Inc. expects to create 50 new positions including:

4 Engineering	@	\$30 per hour
36 Production	@	\$13 per hour

B. Expected date by which new jobs will be filled: January 2015

C. Estimated Costs of Training: \$ 321,739

D. Expected Beginning Date of Training: April 2011

E. Expected Ending Date of Training: February 2024

II. Description of Training

- BS – Manufacturing Engineering Technology – Ferris State University
- Espirit
- TIP/TIG
- Liquid Penetrant
- Magnetic Particle
- CNC Machining
- 8D Problem Solving
- Gearpro Involute
- Lean Manufacturing Champion
- Export Controls
- Metal Treating

EXHIBIT C**Employer Projections of Sources of Payments of Program Costs**

- I. Employer's projections of gross wages for employees in new jobs, new jobs credit from withholding and fees to be paid for program costs:

Year of Agreement	Estimated Payroll of New Positions	Estimate of Diverted Payroll Taxes	Cumulative Diverted Payroll Taxes
12/31/2011	\$ 669,694	\$ 28,462	\$ 28,462
12/31/2012	\$ 669,694	\$ 28,462	\$ 56,924
12/31/2013	\$ 669,694	\$ 28,462	\$ 85,386
12/31/2014	\$ 669,694	\$ 28,462	\$ 113,848
12/31/2015	\$ 669,694	\$ 28,462	\$ 142,310
12/31/2016	\$ 669,694	\$ 28,462	\$ 170,772
12/31/2017	\$ 669,694	\$ 28,462	\$ 199,234
12/31/2018	\$ 669,694	\$ 28,462	\$ 227,696
12/31/2019	\$ 669,694	\$ 28,462	\$ 256,158
12/31/2020	\$ 669,694	\$ 28,462	\$ 284,620
12/31/2021	\$ 669,694	\$ 28,462	\$ 313,082
12/31/2022	\$ 669,694	\$ 28,462	\$ 341,544
12/31/2023	\$ 669,694	\$ 28,462	\$ 370,000

[continue as necessary]

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

NORTHWESTERN MICHIGAN COLLEGE

By: _____
Nick Nissley

Title: President

Date: December 20, 2021

CENTURY INC.

By: _____
Kimberly Weber

Title: Human Resources Manager

Date: December 20, 2021

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-137; AMENDMENT #3

This amendment between Northwestern Michigan College and Strata Design dated December 20, 2021, amends the previous agreement dated June 28, 2021. The Agreement increases the budget from \$25,525 to \$72,903.

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, 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.

PART II

EXHIBIT A

Estimated Budget

1.	Training	\$ 63,394
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 9,509
	TOTAL	\$ 72,903

Final Costs

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

Acknowledged this 20th day of December 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:	8 @ \$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

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	\$171,529	\$ 7,290	\$ 7,290
2	\$171,529	\$ 7,290	\$14,580
3	\$171,529	\$ 7,290	\$21,870
4	\$171,529	\$ 7,290	\$29,160
5	\$171,529	\$ 7,290	\$36,450
6	\$171,529	\$ 7,290	\$43,740
7	\$171,529	\$ 7,290	\$51,030
8	\$171,529	\$ 7,290	\$58,320
9	\$171,529	\$ 7,290	\$65,610
10	\$171,529	\$ 7,290	\$72,903

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: December 20, 2021

CERNY INDUSTRIES dba STRATA DESIGN

Name: _____
Tyler Cerny

Title: President

Date: December 20, 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, 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
llrollin@nmc.edu
 231-995-2005

2. “Employer” means Iron Fish Distillery, LLC of Thompsonville, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Shelley Geyer
 Accounting Manager
 Iron Fish Distillery, LLC
 14234 Dzuibanek Road
 Thompsonville, MI 49683
 Federal ID No.: 47-3220243

3. The Employer certifies that the number of jobs on its payroll in Michigan as of September 23, 2021, the date of the Preliminary Agreement, was 18 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 18.
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 December 20, 2021.
6. The term of this Agreement shall be ten (10) years, expiring December 19, 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.

PART II

EXHIBIT A

Estimated Budget

1.	Training	\$156,522
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 23,478
	TOTAL	\$180,000

Final Costs

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

Acknowledged this 20th day of December 2021.

Heidi Bolger, Partner
Iron Fish Distillery, LLC

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B
Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	25
B.	Expected date by which new jobs will be filled:	December 2025
C.	Estimated costs of training:	\$156,522
D.	Expected begin date:	March 2022
E.	Expected end date:	December 2031

II. Description of Training

- Technical
- Customer Service
- Information Technology

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	\$423,529	\$18,000	\$ 18,000
2	\$423,529	\$18,000	\$ 36,000
3	\$423,529	\$18,000	\$ 54,000
4	\$423,529	\$18,000	\$ 72,000
5	\$423,529	\$18,000	\$ 90,000
6	\$423,529	\$18,000	\$108,000
7	\$423,529	\$18,000	\$126,000
8	\$423,529	\$18,000	\$144,000
9	\$423,529	\$18,000	\$162,000
10	\$423,529	\$18,000	\$180,000

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.

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 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 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 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 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 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: December 20, 2021

IRON FISH DISTILLERY, LLC

Name: _____
Heidi Bolger

Title: Partner

Date: December 20, 2021



Northwestern
Michigan
College

Resolution of Appreciation

VICKI COOK

WHEREAS Vicki Cook has always espoused NMC values in her 18-year career at Northwestern Michigan College;

•

WHEREAS she embraced the spirit of lifelong learning by continuing her own education, rising from lead accountant to Vice President of Finance and Administration;

•

WHEREAS she kept learning at the center with development of an automated, online financial services dashboard, which allows the college to analyze and compare data on its investments in instruction and services;

•

WHEREAS she exemplified transparency by initiating regular, college-wide budget meetings;

•

WHEREAS she led the college in consistently receiving clean audits;

•

WHEREAS she oversaw many significant building projects that changed the face of the main campus, including North Hall and the Timothy J. Nelson Innovation Center;

•

WHEREAS she culminated her career by leading NMC's COVID-19 response and co-leading the strategic planning process;

•

NOW THEREFORE, BE IT RESOLVED that the NMC Board of Trustees extends its most sincere gratitude and best wishes as she retires.

Rachel A. Johnson, *Vice Chair*

Laura J. Oblinger, *Treasurer*

Kennard R. Weaver

Kenneth E. Warner, *Secretary*

Douglas S. Bishop

Andrew Robitshek

Chris M. Bott, *Chair*



Northwestern
Michigan
College

Resolution of Appreciation

MARGUERITE COTTO

WHEREAS Marguerite Cotto has dedicated more than 40 years of her life and career to Northwestern Michigan College;

•

WHEREAS she demonstrated the value of lifelong learning, rising from Spanish instructor to Vice President of Lifelong and Professional Learning;

•

WHEREAS in her expansive, wide-ranging role she convened ideas and players into programs, in steadfast pursuit of the utmost value to learners;

•

WHEREAS her leadership is imprinted on many of NMC's marquee programs, including the University Center, Aviation and unmanned aerial systems;

•

WHEREAS she championed global partnerships from Costa Rica to the United Kingdom to China;

•

WHEREAS she has dedicated her time and talent internally, most notably by championing the multi-year Talent Project which revamped compensation, employee recognition and talent development;

•

WHEREAS she uniquely combines focus and energy to every conversation, project and endeavor;

•

NOW THEREFORE, BE IT RESOLVED that the NMC Board of Trustees extends its most sincere gratitude and best wishes as she retires.

Rachel A. Johnson, *Vice Chair*

Kenneth E. Warner, *Secretary*

Laura J. Oblinger, *Treasurer*

Douglas S. Bishop

Kennard R. Weaver

Andrew Robitshek

Chris M. Bott, *Chair*

Northwestern Michigan College Fellows Nomination

Name of Nominee: K. Ross Childs

Date: 12/1/2021

Submitted By: (Please Print): Charles and Barbara Benson

1. Demonstrated influential networking on behalf of the College - Exercising helpful influence among his/her resource networks in public life, academe or business and industry with those who can positively affect the mission of the College.
2. Financial contribution - Demonstration of a pattern of outstanding contributions over time to NMC.
3. Time devoted in the interest of NMC - Exemplifying dedicated and loyal volunteer service over a period of years.
4. Retirees - In addition to service deemed extraordinary during their active careers as members of the faculty and staff, retirees who continue to contribute to their academic or professional fields and provide exemplary service back to NMC as volunteers, mentors or advisors shall be considered.

Supportive Comments:

Exceptional contributions in one or more of these areas may justify nomination. No staff, faculty, or trustee shall be named a Fellow while still employed or in office.

Please submit nominations to the President's Office by Monday, December 2, 2020. Nominations may be submitted via e-mail to nmcpresident@nmc.edu

We are nominating Ross Childs to be a NMC Fellow because he epitomizes NMC standards and has devoted much of his life to helping not only NMC, but the regional community and people who live and work here. He knows that for a region to be successful, individuals, local and public organizations must be working together, and he helped NMC be a key piece to bring all together.

Ross moved to Traverse City in 1976 when hired as the Grand Traverse County Administrator, and held that position until he retired in 2002.

Ross was a member of the NMC Foundation from 1990-1999, giving guidance and making connections to others who would support NMC.

Ross was a NMC Trustee from 2001 - 2020. During his terms, NMC continued to grow and flourish under his guidance and working with many others. He was forward thinking and always did what he felt was best for NMC.

Ross and Helen have been donors of NMC for 35 years - with 32 years being consecutive! Ross gave not only of his time and expertise, but also treasure to help NMC students.

His character is exemplary - he is honest, dependable, moral, ethical. He is a leader and team player. He brought those qualities to all he has done with his time, talent and treasure to NMC. Ross makes decisions based on what is best for the whole organization, thoughtfully and carefully looking at all options.

He continues to support NMC by being a co-founder and committee member of the Go Blue-Go Green fundraiser which raises scholarship funds for NMC students while at NMC and when they continue their education at U of M or MSU. In this role, it is always about the students who are in need of scholarships, as well as promoting NMC to get others involved.

Ross has connections throughout the state and country (and Canada, his birthplace) and doesn't hesitate to promote and advocate for NMC and the community to everyone.

He is widely recognized in the hockey world, having been a goalie at U of M when studying engineering, coaching the first TC Central Hockey team, and receiving the 2020 Lou Lamoriello Award from the American Hockey Coaches Association.

**Northwestern Michigan College
Fellows Nomination**

Name of Nominee: _____

Date: _____

Submitted By: (Please Print): _____

Exceptional contributions in one or more of these areas may justify nomination. No staff, faculty, or trustee shall be named a Fellow while still employed or in office.

1. **Demonstrated influential networking on behalf of the College** - Exercising helpful influence among his/her resource networks in public life, academe or business and industry with those who can positively affect the mission of the College.
2. **Financial contribution** - Demonstration of a pattern of outstanding contributions over time to NMC.
3. **Time devoted in the interest of NMC** - Exemplifying dedicated and loyal volunteer service over a period of years.
4. **Retirees** - In addition to service deemed extraordinary during their active careers as members of the faculty and staff, retirees who continue to contribute to their academic or professional fields and provide exemplary service back to NMC as volunteers, mentors or advisors shall be considered.

Supportive Comments:

Please submit nominations to the President's Office by **Monday, December 2, 2020**. Nominations may be submitted via e-mail to nmcpresident@nmc.edu.



MEMO
Educational
Services

To: Nick Nissley, President
From: Stephen Siciliano, Vice President for Educational Services
Date: December 9, 2021
Subject: GLCI Culinary Arts Level 1 Certificate / GLCI Pastry & Pastry Level 2 Certificate

I am seeking the Board of Trustees approval of two certificates affiliated with our Great Lakes Culinary Institute (GLCI). The first is a Culinary Arts Level 1 certificate. The second is a Baking and Pastry Level 2 certificate. The course sequence guides are attached for both certificates.

Recently Northwestern Michigan College (NMC) has gone through a process to reimagine GLCI. The goal of this process was to redesign GLCI so that the program demonstrated responsible stewardship while meeting learner needs. The reimagining process was thorough, data driven, led by an external workforce development consultant with considerable input from stakeholder groups including Advisory Board members, alumni, current students, faculty, staff, local employers, and community members. Through this process many ideas were brought forward. These two certificates represented one of the areas identified by the reimagining committee that would increase enrollment and better prepare GLCI students to enter an ever-changing workforce.

Culinary Arts Certificate Level 1

This is a one-year certificate that meets the needs of students who want just enough skills to get out into the industry while incurring a minimal amount of tuition cost. As identified through the reimagining process, topics of study will include, but not be limited to plant based and plant forward foods, food sustainability and resilience, and zero waste food practices. Graduates with this certificate can pursue jobs as a prep and line cook, baker, and pastry cook. This certification is stackable with the Culinary Arts Certificate level 3 and the Culinary Arts AAS degree. This new certificate program will be available for a Fall 2022 start.

Baking & Pastry Certificate Level 2

This program replaces the current Culinary Arts Baking Certificate - Level 1. This program offers basic and advanced skills training for students new to the industry and current workforce professionals who want to enhance specific skills. Updates to course topics of study include, but are not limited to plant based and plant forward foods, food sustainability and resilience, and zero waste food practices. Graduates with this certificate can pursue jobs as a baker, pastry cook, pastry chef, executive pastry chef, cake decorators, and confectioner. Specific courses will allow for “competency-based test out” for workforce professionals and noncredit auditing for adult students not wanting to earn an entire certificate or AAS. This new certificate program will be available for a Fall 2022 start.

Finally, as the two certificates combines and repackages existing curriculum, the college will not incur additional costs and will experience improved efficiency in current certificate and degree programs.

Thank you for your consideration.

GLCI Baking & Pastry Cert Level 2

Fall 2022 / Summer 2023

Culinary Arts AAS Program (starting Fall 2022)		Credit / Contacts
1st Year Fall		
Session A wks 1-8	CUL110 Safety and Sanitation CUL102 Culinary Concepts and Career Management CUL118 Introduction to Baking & Pastry	2/2 2/2 3/6
Session B wks 9-16	CUL210 Nutrition for Culinary Arts CUL180 Artisan Bread	2/2 3/6
Semester Total		12/18
1st Year, Spring		
Full session wks 1-16	CUL211 Menu Planning and Purchasing	3/3
Session A wks 1-8	CUL219 Plated Desserts CUL201 Food and Beverage Operations	3/6 3/3
Session B wks 9-16	CUL220 Choc Confections CUL228 Cake Design & Decorating	2/4 3/6
Semester Total		14/22
1st Year, Summer		
Full session wks	CUL224 Bakery Sales, Merchandising & Packaging	2/2
Session A wks 1-4	CUL222 Cafe Ops Practicum	2/2
Session B wks 5-8	CUL190 Culinary Restaurant Internship	2/2
Semester Total		6/6
Program Total		32/46

GLCI Culinary Arts Level I Certificate

Fall 2022 / Spring 2023

Culinary Arts Level I Cert (starting Fall 2022)		Credit/Contacts
1st year - Fall		
Full session wks 1-16	CUL111 Professional Cookery	5/10
Session A wks 1-8	CUL110 Safety and Sanitation CUL102 Culinary Concepts and Career Management	2/2 2/2
Session B wks 9-16	CUL118 Introduction to Baking & Pastry	3/6
Semester Total		12/20
1st year - Spring		
Full session wks 1-16	CUL213 World Cuisine	5/10
Session A wks 1-8	CUL201 Food and Beverage Operations	3/3
Session B wks 9-16	CUL216 Butchery and Fabrication CUL210 Nutrition for Culinary Arts	2/4 2/2
Semester Total		12/19
Program Total		24/39