

# **Board of Trustees**

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

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

# **Meeting Agenda**

Monday, September 25, 2023 at Timothy J. Nelson Innovation Center Room 106/107 1701 E. Front Street

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. STRATEGIC FOCUS**

- E. Mission & Values in Action: Guatemala Dual Exchange/Study Abroad—Landon DeHeer, Alum & Student Success Coach
- F. Future-Focused Education—Jason Slade, Vice President of Strategic Initiatives, and Stephen Siciliano, Vice President for Educational Services

#### **III. REPORTS AND PRESENTATIONS**

- G. Program Focus: Great Lakes Culinary Institute—Les Eckert, Executive Director
- H. Faculty Report: Astronomy Online-Jerry Dobek, Astronomy Department Head
- I. FY25 Five-Year Capital Outlay Plan Overview—*Troy Kierczynski, Vice President of Finance* and Administration

# IV. PUBLIC INPUT

Each person wishing to address the Board during public comment must be present and shall provide their name, address, city, phone, and issue to be addressed on a form provided prior to the meeting. The topic addressed should be related to business within the jurisdiction of the Board. Forms will be collected and given to the Board Chair prior to the call for order. Comments will be limited to (3) three minutes in length per speaker. The Board will take public remarks into consideration, but will not comment at time of input.

# V. UPDATES

- J. President's Update—President Nick Nissley
- K. Board Chair Update-Laura Oblinger, Chair



# **Board of Trustees**

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

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

Recommend that the following items be approved:

- L. Minutes of the August 28, 2023, regular meeting
- M. Financial Report-Troy Kierczynski, Vice President of Finance and Administration
- N. Enrollment Report—*Todd Neibauer, Vice President for Student Services and Technologies*
- O. PRMC—Diana Fairbanks, Associate Vice President of Public Relations, Marketing, and Communications
- P. Foundation Report—Jennifer Hricik, Interim Associate Vice President for Resource Development and Executive Director of Foundation
- Q. Executive Committee Minutes-Laura Oblinger, Committee Chair

#### VII. ACTION ITEMS

- R. GLCI Culinary Arts Sports Performance Nutrition Certificate Level 2 (Pursuant to Policy A-106.00 Educational Services) Recommend approval of Sports Performance Nutrition Certificate, effective Fall 2024.
- S. New Jobs Training Program (Pursuant to Policy A-106.00 Finance) Recommend authorization for administration to enter into training agreement under the Michigan New Jobs Training Program (MNJTP) for the following companies:
  - Ear Fab (New)
  - Superior (Amendment)
  - Shoreline Power (Amendment)
  - Materne (Amendment)

#### VIII. REVIEW OF FOLLOW-UP REQUESTS

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

#### **IX. ADJOURNMENT**

#### **Upcoming Board Meeting Dates:**

All board meetings are open to the public.

October 23, 2023—Timothy J. Nelson Innovation Center, Room 106/107 November 20, 2023—Timothy J. Nelson Innovation Center, Room 106/107 (3<sup>rd</sup> Monday) December 11, 2023—Timothy J. Nelson Innovation Center, Room 106/107 (2<sup>nd</sup> Monday) January 22, 2024—Timothy J. Nelson Innovation Center, Room 106/107 February 26, 2024—Timothy J. Nelson Innovation Center, Room 106/107 March 18, 2024—NMC Hagerty Center, Great Lakes Campus, Room C (3rd Monday)

# OUR COMMUNITY. OUR COLLEGE. OUR FUTURE

To:	Dr. Nick Nissley, President
From:	Jason Slade, Vice President of Strategic Initiatives
Date:	September 18, 2023
Subject:	Strategic Initiatives Update: September 25, 2023 Board of Trustees Meeting Topic: Strategy 1 - Future-Focused Education

# **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. (*Champion:* Stephen Siciliano)

# Executive Summary:

This strategy is currently on track with <u>5 of the 5 objectives</u> currently classified as "green" due to their progress through the action steps. Year 2 action steps were completely revised around the objectives based on the headway made during Year 1. Associated metrics were updated this month to reflect Fall 2023 where data was available. Metrics are trending upwards toward target goals. Complete metrics are included in the results below along with baseline and targets.

# Highlights and Successes:

- Objective 1 (Credit for Prior Learning) Modest growth for credit for prior learning as MCCA is actively promoting industry standard credentials for credits. NMC continues to add new certifications to the database. Recently, NMC signed an agreement for 28 credits earned from firefighter / EMT courses at the Northwest Regional Fire Training Center. This benefits adult learners and is a creative approach to this objective using the strengths of academics, EES, and the registrar.
- Accelerated pathways / courses were launched this Fall along with a new webpage to better advise students on the benefits and expectations of short courses. 23 courses ran this Fall across multiple disciplines.
- Experiential Learning Institute (ELI) has expanded the number of courses offering experiential learning opportunities (ELO) and is documenting individual participants, resulting in 1,584 students having an ELO experience during Spring 2023.

# Challenges and Opportunities:

• Objective 2 (Online Courses) - Analysis of student registration and advisor / dept. chair feedback continues to be used to monitor the ratio of online to face-to-face courses. Our goal is to offer courses in the format requested by students. Many of the students in high school during online learning due to Covid prefer in-person courses especially in the first Fall semester. EduStaff, as well as additional instructor training, may provide an opportunity for more online instructors in critical courses as needed.

<b>Objective 1</b> : Increas academic pathways, 1		of students who receive p	prior learning credit	from 236 to 270, using flexible
Status of Action Steps	Baseline	Data Trend	Target	Notes
1 Complete 2 On Schedule	Students receiving credit for prior learning = 236 (3 year avg)	2022-23: 241	Students receiving credit for prior learning = 270 by 12/31/2024	More gains will be made as the MCCA's credit for certification website becomes more widely used and updated. New registrat Alyssa Irani, brings new, progressive ideas to the initiative based on past experience.
				Continue to work with CTC to identify more opportunities including expansion of WM - CIT .
35%.	bjective: Increase th	e proportion of online con	urses in Fall semeste	er to 30% and in Spring semester to
Status of Action Steps	Baseline	Current	Target	Notes
	Proportion of online courses = 28% (Fall 21)	Proportion of online courses = 27% (Fall 22) 27% (Fall 23)	Proportion of online courses = 30% (Fall 24)	Percentage of online and face-to-face classes continues to be determined by demand, advisor input, and instructor qualifications.
4 Complete	30% (Spring 22)	33% (Spring 23)	35% (Spring 25)	Key courses (meteorology for example) being targeted next based on demand.
v		l completion rates in online thing strategies by Decem		6 to 90% and hybrid courses from
Status of Action Steps	Baseline	Current	Target	Notes
1 Complete	NMC Completer Success Rates: Online = 87% Hybrid = 92%	Success Rates: F22 (online): 87.1% S23 (online): 88.0%	Student success rates in Online = 90% Hybrid = 95%	Peer reviewers are all in place and have begun providing feedback on courses.

May 2024.				
Status of Action Steps	Baseline	Current	Target	Notes
3 Complete 2 On Schedule	Shortened pathways = not tracked	F22 = 2 pathways F23 = 11 pathways (23 courses*) In addition to shortened courses, law enforcement is now an accelerated program and culinary shifted to 8-week courses.	Shortened pathways = 6 by 5/15/2024	This goal has been exceeded: pathways under the ASA/Gen Ed for AAS category; Bus Admin; CIT, and WSI. Accelerated MTH was not popular. Continue to work with department chairs and advisors on needed pathways.
Status of Action	redential-seeking stu Baseline	dent will engage in at leas	st one ELO at NMC Target	by September 2024 Notes
Steps				
2 Complete 4 On Schedule	Experiential Learning Opportunities = not tracked	<ul> <li>F22: 1,471 (ELO)</li> <li>out of 2,700&gt; 54%</li> <li>of credential seeking</li> <li>students had ELO</li> <li>experience</li> <li>S23: 1,584 (ELO)</li> <li>out of 2,390&gt; 66%</li> <li>of credential seeking</li> <li>students had ELO</li> <li>experience</li> </ul>	~ 100% of students by 9/15/2024	34 courses now designated as EL immersive for Fall 23. Investigating English courses for EL designation which could result in meeting target.

	Key
Green	> 75% of scheduled actions supporting objective are on task
Yellow	> 50% of scheduled actions supporting objective are on task
Red	< 50% of scheduled actions supporting objective are on task

*PDCA (Plan Do Check Adjust):* No current feedback to champions from stakeholders/others. *Next Month:* Strategy 2: Student Engagement & Success

Great Lakes Culinary Institute Enrollment Growth

*represents numbers before drop date	FA23	FA22	FA21
Starting Student Body*	95	77	75
New Students*	44	36	44
Culinary AAS	69	64	35
Culinary Arts Cert III	14	6	13
Culinary Arts Cert I	3	0	NA
Culinary Arts Maritime Cert I	11	NA	NA
Baking & Pastry Cert II & I	20	9	18
Culinary Arts Sales & Mrkt	NA	2	1

	SP23	SP22	SP21
Starting Student Body	74	66	69
New Students	13	5	7
Culinary AAS	58	46	47
Culinary Arts Cert III	9	7	8
Culinary Arts Cert I	NA	NA	NA
Culinary Arts Maritime Cert I	NA	NA	NA
Baking & Pastry Cert II & I	11	18	17
Culinary Arts Sales & Mrkt	NA	1	4

## Key factors to student body growth

- → Dedicated admissions specialist
- → Broader articulation agreements
- → Increased ProStart involvement
- → Increased scholarships
- → Increased career tech centers presence
- → Variety of programs
- → 8-week courses
- → Strong retention initiatives

# 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 \*

Jerry Dobek

Your Title \*

Faculty - Astronomy Department Head

Presentation Title \*

Astronomy - On Line

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

A brief introduction to an On Line Astronomy course(s) scheduled to be offered in the Spring or 2024. This will incorporate observation exercises using the technology developed during the COVID-19 period.

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.

I will send a Vita.

Dr. Gerald Orin Dobek, FRAS Born 22 December 1957 in Detroit, Michigan.

#### Education:

Novi High School (4 year honor student)
A.S. Mathematics & A.A. General Liberal Studies; Northwestern Michigan College
B.S. Mathematics w/Distinction; Trinity College & University
B.S. Mathematics; Ferris State University
M.Sc. (Hons) Astronomy & Astrophysics w/Distinction; University of Western Sydney
DoA Astronomy; James Cook University
Ph.D. Astronomy & Astrophysics; James Cook University

<u>Continuing Education:</u> University of Toronto University of Arizona James Cook University

#### Memberships:

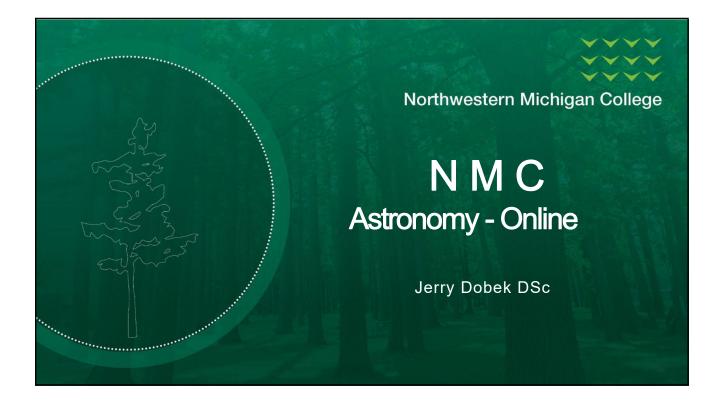
Fellow of the Royal Astronomical Society (FRAS) American Astronomical Society (AAS) American Association for the Advancement of Science (AAAS) Astronomical Society of the Pacific (ASP) American Association of Variable Stars (AAVSO) Royal Astronomical Society of Canada (RASC) International Dark Sky Association (IDA) Grand Traverse Astronomical Society (GTAS) (current President) National Aeronautics and Space Administration/ Jet Propulsion Laboratory (NASA/JPL) Phi Theta Kappa Society (Lifetime Member) Illuminating Engineer Society (IES) Society of Automotive Engineers (SAE) Grand Traverse County Planning Commission, retired after 15 years (past chairman)

#### Awards:

Four-Year Honor Student (National Honour Society); Novi High School Art Moenkhaus Scholarship; NMC Finalist Adult Student of the Year; NMC (1998) Friends of the Observatory; NMC/GTAS (1994) National Dean's List (1992-93) Who's Who Among American Teachers (2000, 2004 & 2005) Imogene Wise Award for Adjunct Faculty; NMC (2002) NASA/JPL Distinguished Service (2002, 2003 & 2005) University Medal Finalist; UWS 1st in University; (2003) Manchester Who's Who Among Executives and Professionals Frank Purvis Stewardship Award-Grand Traverse County (2008) Imogene Wise Faculty Excellence Award; NMC (2015) Athena Excellence Award; NMC (2015) Appreciation Award; NASA, Total Solar Eclipse Research (2017) Outstanding Persons In Education (2019) Northern Michigan Environmentalist of the Year (NMEAC) 2023 NMC Outstanding Alumni (2023)

Dr. Jerry Dobek is a professional astrophysicist and faculty instructor at Northwestern Michigan College (NMC). He is the current Astronomy Department Head and Director of the Joseph H. Rogers Observatory at NMC. He has taught astronomy and mathematics for NMC as an adjunct from 1987 until 2002 when he became a full time faculty instructor. His interests in astronomy and space science began in the early 1960's. Jerry holds memberships with the RAS, AAS, AAAS, ASP, AAVSO, RASC, IDA, GTAS, IES, SAE and is a lifetime member of Phi Theta Kappa. His research interests are in variable stars and dark material, which he conducts from his own observatory north of Traverse City, Michigan. Jerry is also the site coordinator / site director for Project ASTRO and Project Family ASTRO for the Michigan and Upper Wisconsin sites, and serves as the regional Solar System Ambassador for NASA / JPL. Jerry is a founding member of and the regional representative for the International Dark-Sky Association and has been instrumental in writing lighting ordinances for townships and counties in Michigan as well as several other states. Jerry designed and assisted in the installation of the fiber optics in the ceiling of the Traverse City State Theater: a true depiction of the night sky over that location for 11 August at 11:00 pm EST. The 'fiber-optical stars' are adjusted to match the visual brightness. His personal interests are astrophotography and writing / playing music on his 6 & 12 string guitars. Jerry's photos of comets Hyakutake and Hale Bopp are part of NASA's archive images of comets.

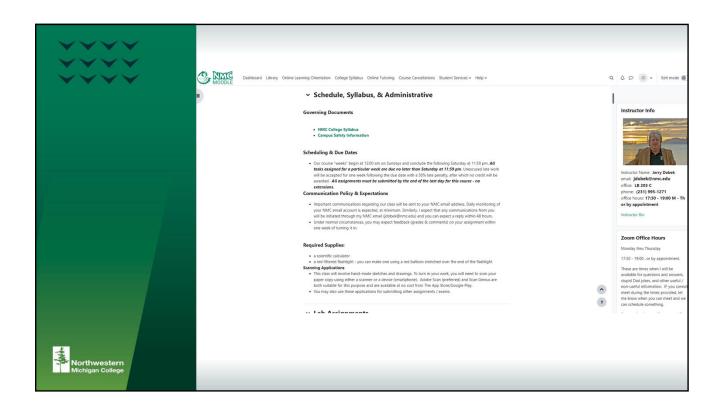
In the spring of 2011 Jerry republished Edward Emerson Barnard's famous atlas: "A Photographic Atlas of Selected Regions of the Milky Way" through Cambridge University Press. Only 700 copies of the original atlas were produced in 1927. This republication contains additions of updated co-ordinates for Barnard's objects as well as a mosaic of the 50 original plates. This summer, a 'follow-up' book was published: "The Barnard Objects – Then and Now". Co-authors are Dr. Tim Hunter and James McGaha through Springer Publishing.

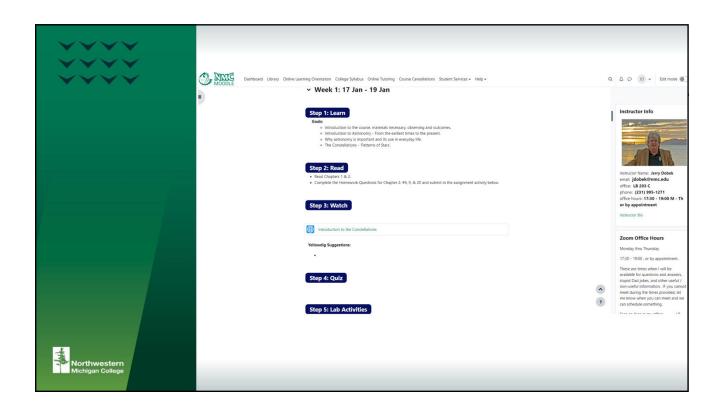




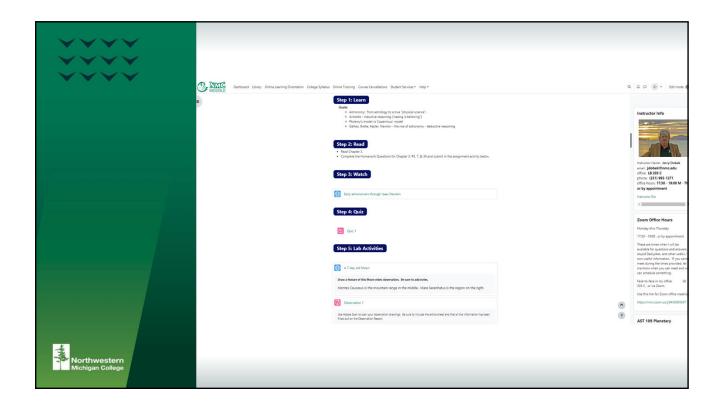
Jerry Dobek DSc is professor of Astronomy and directs the operations of the NMC Joseph H. Rogers Observatory. Jerry received the Outstanding Alumni Award from NMC and the NMEAC Environmentalist of the Year Award during 2023. He is a twice recipient of the Imogene Wise Award from NMC; Adjunct 2002 and Full Time 2015. Author / co-author of two books on dark nebulous material in the Milky Way. His research interests are dark nebulae and small amplitude variable stars. Jerry has completed 34 years at NMC teaching automotive, astronomy, mathematics, and physics. He is one of eight living siblings (out of twenty total). Jerry, his wife Kim and family reside in Grand Traverse County. He has too many guitars, too many telescopes, (a 6-month old Goldern Retriever named Kona) and not enough time.

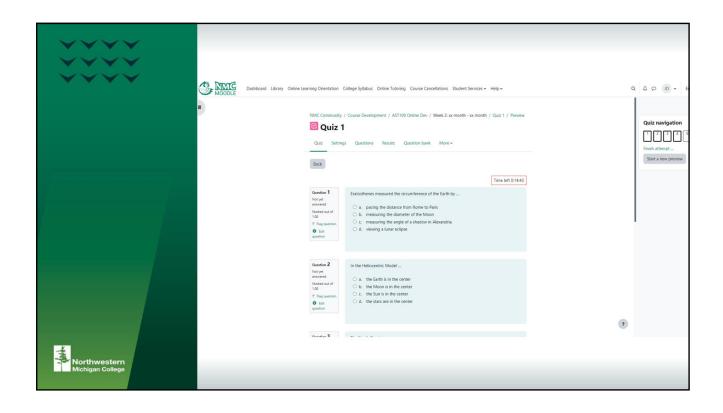




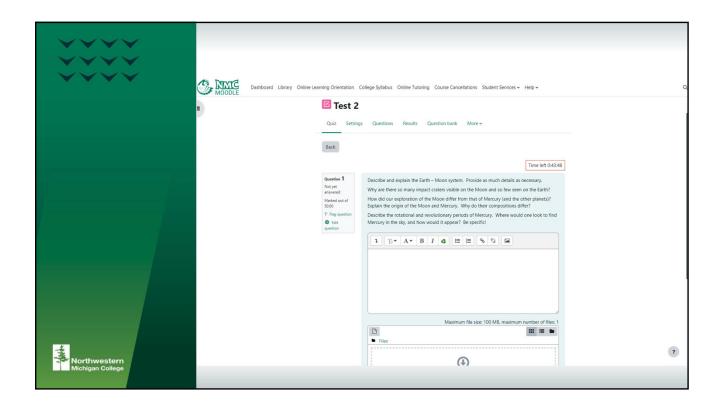


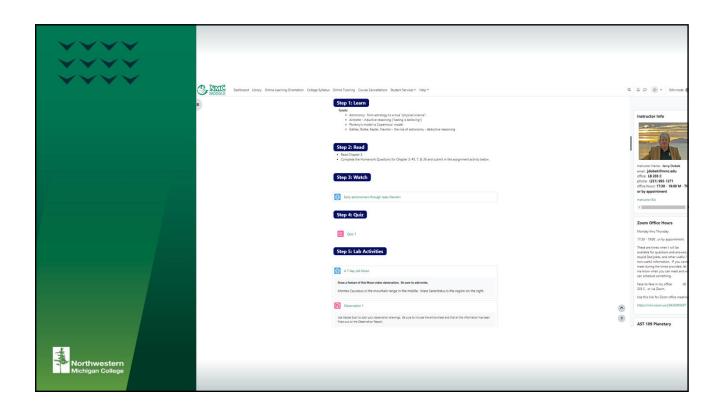


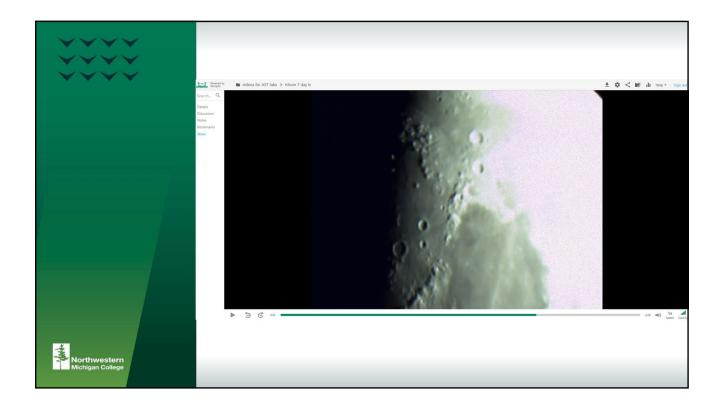


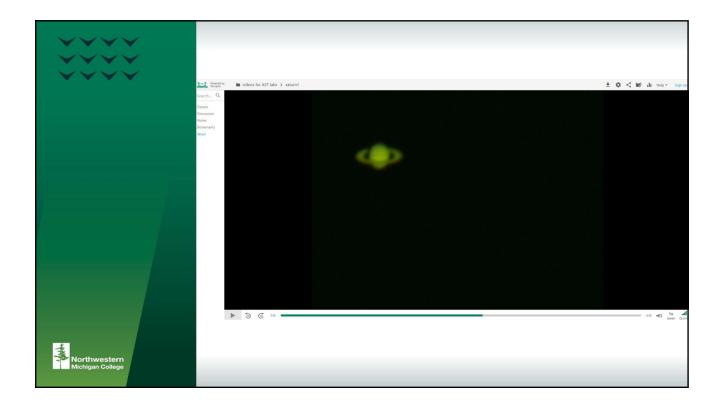


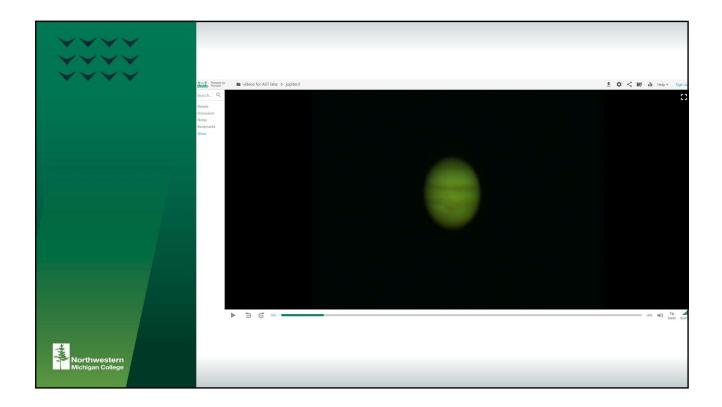
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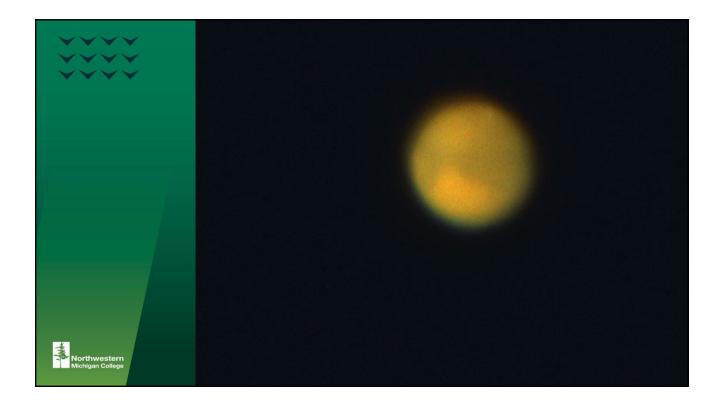


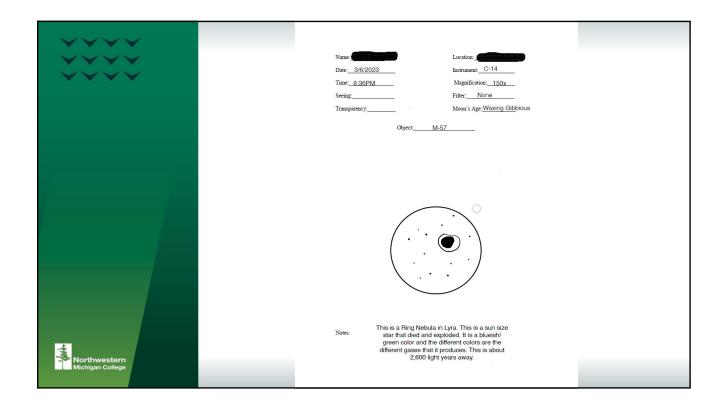


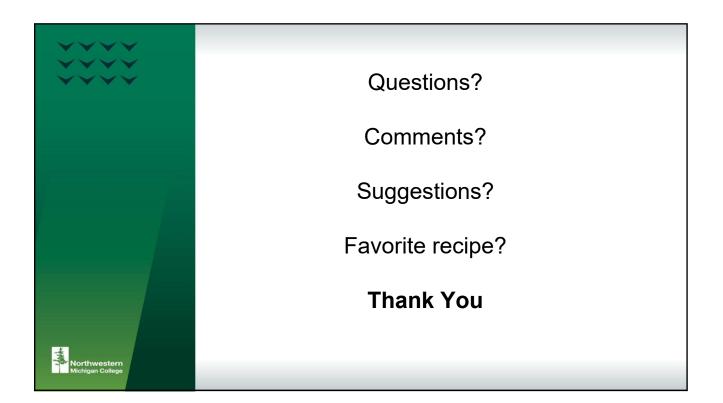














MEMO Administrative Services

Subject:	FY2025 Five-Year Capital Outlay Plan
Date:	September 18, 2023
From:	Troy Kierczynski, Vice President of Finance and Administration
То:	Dr. Nick Nissley, President

This document provides an overview of the annual Five-Year Capital Outlay Plan. The FY2025 Five-Year Capital Outlay Plan will be submitted to the NMC Board of Trustees at their October 23, 2023 meeting. The Plan will include the information indicated below:

#### Overview (Executive Summary) - Mission, Vision, Values, Purpose, Programming

#### **Capital Project – FY2025**

Appendix A NMC Catalogue and Economic Impact Study

#### **Staffing and Enrollment**

Appendix B	Current Enrollment Report Fall
Appendix C	Faculty/Staff Headcount History
Appendix D	Class Size & Projected Class Size Needs - Course Efficiency Report

#### **Facility Assessment**

Appendix E Facilities Assessment Report – Sodexo FCI
Appendix F Summary description of each facility (net to gross ratios)
Appendix G Building and/or Classroom Utilization Rates
Appendix H Replacement Value - Appraisal of Buildings
Appendix I Map of Parking and Roads



To:	NMC Board of Trustees
From:	Nick Nissley, President
Subject:	September Mid-Month Update
Date:	Friday, September 15, 2023

Dear Board of Trustees,

Since our August Board meeting the following are key updates:

# **Benzie County Annexation Possibility**

Next week, on September 19<sup>th</sup>, a group of us from NMC (including Troy Kierczynski, Chris Bott, Kennard Weaver, and myself) will meet with key Benzie County stakeholders with the intent of informing them of our desire to move forward, and seeking to gauge their willingness to take on a leadership role in the annexation process. Following this meeting, probably in October, the Benzie group will conduct a Town Hall to gather 'all sides'. And then, a series of 'Listening Sessions' would be conducted with a variety of stakeholder groups, to better understand how NMC can meet their needs (beyond in-district tuition). These would likely occur October-December. Minimally, Nick, Laura, and Todd will plan to participate, and report back to the entire Board of Trustees.

#### Supporting the GLMA + Foundation Fundraising Event in Milwaukee

As you read this, I am in Milwaukee with our Foundation and GLMA leaders, aboard the T/S *State of Michigan*. It's the first time that the *State of Michigan* will call on Milwaukee in over a decade. Our purpose is to raise funds for the Wisconsin Navy League's scholarship at GLMA. The Navy League of the United States, founded in 1902, is a nonprofit civilian, educational and advocacy organization that supports America's sea services: the Navy, Marine Corps, Coast Guard, and U.S.-flag Merchant Marine. The Wisconsin Navy League is seeking to endow their annual scholarship, established in 2021 for Maritime cadets from Wisconsin. We will also be inviting prospective GLMA cadets onboard to tour the *State of Michigan*, and to learn more about the GLMA program.

# Labor Day Bridge Walk with Governor Whitmer

It's not every day you get to make the trek across a 26,372-foot long bridge with lakes churning 200 feet below you with approximately 35,000 people walking alongside you. As you know, once a year, people are allowed to walk across the Mackinac Bridge, the longest suspension bridge in the western hemisphere and the fifth longest in the world. It has been on my bucket list, and this Labor Day I did it!

An added benefit, I was invited to walk with Governor Whitmer, and also joined with our northern Michigan legislators: State Senator John Damoose, and State Representatives Betsy Coffia and John Roth, as well as my colleague Don MacMaster, the President of Alpena Community college. Despite the 3:00 am wake up and two hour drive to the bridge, the 5-mile trek across the Mighty Mac was simply awesome! I also shared some time with Bill Milliken who serves on the Mackinac Bridge Authority and was a fount of knowledge about the bridge and its history.

## **Representative Glanville Visit to NMC**

On August 29<sup>th</sup> I enjoyed hosting Representative Carol Glanville on our Northwestern Michigan College campus. Representative Glanville serves as the Chair of the House Higher Education Committee. I was joined by: Jason Slade, Gabe Schneider, Board of Trustees Chair Laura Oblinger, and Michigan Community College Association Director of Government and External Affairs Katie Witkowski. Representative Glanville toured Main Campus, the Great Lakes Campus, and our Aviation Program. It was a great opportunity to help Representative Glanville 'get to know NMC'.

#### "State of the College" Presentation to the Rotary Club of Traverse City

This past Tuesday, I presented my annual "State of the College" to the Rotary Club of Traverse City. This is a much-valued opportunity for me to share College updates, and stoke the pride that these Traverse City leaders feel for NMC.

## **NMC Foundation Governance**

We are making progress on the College/Foundation MOU updating, with both Executive Committees having recently approved. Now, it's on to the BOT's Policy Committee and the Foundation's Development Committee, before final approval from each respective board.

#### Cruise Ship to Visit NMC's Great Lakes Campus

Compliant with NMC's policy on "Harbor Use" (Staff Policy D-505.06), NMC has granted permission for the MV Hamburg to use the harbor to embark/disembark passengers on September 27 and October 13. Recall, this is not new, and in fact this is a many years-old relationship and occurrence, that directly benefits our GLMA cadets and furthers their learning. However, when this ship visits Traverse City, 'the big ship in the bay' often sparks conversations (and opinions about its place there). In our approval, GLMA acknowledges appreciation to Central Marine Logistics President (and GLMA alumnus,) Tom Wiater, for support of GLMA. As you know, berths on commercial vessels for cadets to earn required sea time are highly valued). Additionally, you're aware that the College's new Culinary Maritime Certificate is beginning, and Mr. Wiater has agreed to afford our GLCI faculty and students the opportunity to tour the galley of the MV Hamburg. Such learning opportunities are critical to these students who are preparing to serve as culinary professionals onboard large tonnage vessels.

# **Points of Pride**

• Traverse City Business News 17<sup>th</sup> annual list of the 40 most influential regional leaders under age 40 was released. There were 7 NMC alums named to the list: Sebastian Garbsch, Robert Blake III, Renee Sovis, Jess Ashmore, Kyle Brownley, Tarra Warnes, and Max Anderson. Kudos to 13 additional honorees who have taken classes, are staff members, or have been part of Extended Education and College For Kids! Read more at: bit.ly/45OdWm3. Go Hawk Owls!

- NMC was featured in the summer/fall 2023 edition of the National Association for Community College Entrepreneurship (NACCE) publication, *Community College Entrepreneurship*. The article offers a glimpse of how NMC is leveraging OOPs to build our innovation capability. Special thanks to Will Kitchen, Steve Rice, and all of our NMC faculty, staff, and our wider community who are encouraging entrepreneurial thinking and disruptive innovation at NMC, and building out our community's entrepreneurial ecosystem.
- I am proud of the College earning an MCAN Sixty by 30 Adult Student Success Grant, for almost \$200,000. This funding will support our strategies to improve persistence and completion rates among adult students, ultimately assisting in increasing Michigan's postsecondary attainment rates.
- I have been invited to serve as a panelist with three other college presidents, at the upcoming ACCT Conference in Las Vegas, to speak about how I innovatively leverage social media to engage with College stakeholders.

## **Trends in Higher Education Articles**

As promised, I'm sharing relevant articles (that I and President's Council have been reading) that speak to trends, risks, challenges, and opportunities in community colleges, to help keep us informed and to invite conversation about how NMC is addressing such issues. This month, I'm sharing:

- <u>The Value of Community Colleges: Recent Students' Motivations and Outcomes</u> —*Strada Education Foundation*
- <u>Two-year enrollments appear to surge this fall</u> —*Community College Daily*

# **Upcoming Dates of Note**

- September 25—Regular monthly Board of Trustees meeting, Timothy J. Nelson Innovation Center
- October 9-12—ACCT Leadership Congress
- October 10–NMC October Conference (Professional Development Conference for NMC Employees)



148 E. Front Street, Suite 203 Traverse City, MI 49685 Phone: (517) 449-6453 www.northernstrategies360.com

#### MEMO

To:	President's Council
Cc:	Dr. Nick Nissley, Ed.D.
From:	Gabe Schneider, Founder/Principal, Northern Strategies 360
Date:	September 14, 2023
Re:	State/Federal Legislative Update

#### <u>State</u>

#### Calendar

The legislature has returned to session in Lansing in what is likely to be an abbreviated time between now at the end of October. While typically session lasts until the end of the calendar year, there are two issues that will likely result in adjournment "Sine Die" by the end of October or early November.

The first relates to immediate effect- which is granted to a bill that receives a super majority in the House and Senate. Bills that don't receive immediate effect don't take effect until 90 days after the end of session or Sine Die. One bill that did not receive immediate effect was the legislation moving Michigan's 2024 Presidential Primary date to February 27. For this to take effect, the legislature must adjourn Sine Die sometime in November.

Secondly, there are two State Representatives who are running for city mayoral seats. If they win, the Democrats will lose their majority in the House in November until special elections are held.

#### **Bills We are Watching**

- New Jobs Training Program Sunset Extension (HB 4573)
  - The legislation would extend the sunset on the NJTP until 2033.
  - HB 4573, sponsored by Rep. Carol Glanville passed the House on June 28<sup>th</sup>.
  - o It is currently pending in the Senate Committee on Economic and Community Development.
  - The Committee held a hearing on the legislation on 9/14 and we submitted a card of support

#### • Michigan Reconnect Eligibility Expansion (SB 406)

- The legislation would permanently lower the age of eligibility to 21 if sufficient funding is appropriated.
- SB 406 sponsored by Sen. Sarah Anthony was introduced in the Senate on June 22<sup>nd</sup>.
- It is currently pending in the Senate Appropriations Committee.

#### • FAFSA Requirement for High School Seniors (SB 463)

- The legislation would make filling out the FAFSA (or an opt-out form) a high school graduation requirement in Michigan starting with the 2024-2025 school year, joining a growing number of states requiring or encouraging the form's completion.
- Introduced by State Senator Darrin Camilleri on 8/24/23, this bill has been referred to the Senate Committee on Education.

# **Capital Outlay**

- As you will recall, our FY24 request for funding for the Student Services Hub was included in the capital outlay bill that was passed out of the Joint Capital Outlay Subcommittee in May.
- We continue to advocate for the passage of a capital outlay bill and while there is support for this, the abbreviated legislative session this fall may be the prohibiting factor.

# Federal

# **Funding Deadline Looms**

- With members of Congress returning to Washington, all eyes are watching the calendar as the current fiscal year ends on September 30.
- Both chambers still have much work to do before passing their respective FY 2024 government funding bills, not to mention negotiating a compromise between the two bills.
- A continuing resolution, which would extend current funding levels temporarily and avoid a government shutdown, seems all but certain.

# Aviation Congressionally Directed Spending Item

- In late July, we were notified by U.S. Senator Debbie Stabenow's office that \$550,000 was included in the FY24 Senate Labor, Health and Human Services budget bill to support aviation hangar improvements and new aircraft.
- We would anticipate that Congress will not pass a final budget until sometime close to the end of the calendar year.

# Senator Peters Video Greeting for Lakebed 2030 Conference

• We worked with Senator Peters' office to have the Senator film a video greeting for the Lakebed 2030 Conference, which will be shown to attendees at the beginning of the conference.



**MEMO** Office of the President

To: NMC Board of Trustees

From: Nick Nissley, President President's Council

Date: September 20, 2023

Subject: September 2023 Executive Summary

Financial Report—Troy Kierczynski, Vice President of Finance and Administration

- **FY 24 Financials** Revenue increased by 8% when comparing year-to-date August 2023 to August 2022. Expenses increased by 7% when comparing year-to-date August 2023 to August 2022.
- **FY 23 General Fund Projections** Fall revenue is trending over budget by \$271,562. Salaries and benefits are tracking under budget, as well as overall expenses.
- **FY 23 Audits** The financial audits for the Foundation and the College are wrapping up. The auditors will meet with both the Foundation and College audit committees during the week of October 16, and will present to the full Board of Trustees at the regular monthly meeting on October 23, 2023.

Enrollment Report—Todd Neibauer, Vice President for Student Services and Technologies

- On fall count day, headcount was up 1.6% (48 students) and contact hours were up .9% versus last year
- Rate of retained students was also up .4 percentage points
- There was an increase in 79 high school enrolled students over last year. This increase was seen both in dual enrollment and early college numbers. This would partially explain the decline in average contact hours.
- The percentage of overall enrollment from Grand Traverse County dipped below 50% for only the second time (2018) recorded in our dashboard which has data back to 1998. Concurrent with that change, the percentage of enrollment from other counties in Michigan rose to its highest level, 17.2%, for the same time period.

**PRMC**—Diana Fairbanks, Associate Vice President of Public Relations, Marketing, and Communications

- Leads (RFI): 143
- Applications: 123
- Accounts: 123

Strategic Plan-Jason Slade, Vice President for Strategic Initiatives

- Strategy #1: Future-Focused Education is under review this month. 5 of the 5 objectives are currently classified as "green" due to their progress through the action steps. Key metrics include over 240 students receiving credit for prior learning, 1500+ students having an experiential learning opportunity and continuing to find the balance in online course offerings.
- New Jobs Training Act contracts are being submitted this month which align with Strategy 4 Community Partnerships, Objective 2 Workforce and Training.

**Foundation Report**—Jennifer Hricik, Interim Associate Vice President for Resource Development and Executive Director of Foundation

- FY24 total dollars raised through the NMC Foundation to date towards a \$2.4M goal: \$544,114
- Of the F24 funds raised and realized, donors are impacting the following areas of the college:
  - $\circ$  Unrestricted gifts to the Fund for NMC \$57,477
  - Scholarships at NMC \$297,095
  - Programs and capital projects at NMC \$189,648

#### NORTHWESTERN MICHIGAN COLLEGE BOARD OF TRUSTEES MINUTES Monday, August 28, 2023 NMC Hagerty Center, Room C

CALL TO ORDER—Chair Laura J. Oblinger called the regular meeting to order at 5:30 p.m.

#### **ROLL CALL**

 Trustees present: Laura J. Oblinger, Rachel A. Johnson, Kennard R. Weaver, Chris M. Bott, Kenneth E. Warner, Andrew K. Robitshek
 Trustees absent: Douglas S. Bishop
 Also present: President Nick Nissley, Lynne Moritz, Diana Fairbanks, Craig Hadley, Jason Slade, Jennifer Hricik, Stephen Siciliano, Mark Liebling, Deirdre Mahoney, Marcus Bennett, Todd Neibauer, Judy Chu

**REVIEW OF AGENDA**—The agenda was accepted as presented.

**STRATEGIC FOCUS: Strategic Initiatives Update**—Jason Slade, Vice President of Strategic Initiatives, summarized the progress of the strategic plan to date and provided an update on the transition from year one to year two.

#### **REPORTS AND PRESENTATIONS**

**Program Focus: Dennos Museum Center**–Craig Hadley, Executive Director, highlighted program distinctions over the past few years include a new Humanities 150 course in the spring of 2024, Milliken lighting and stage upgrades, and spring and holiday artist markets. Hadley noted the increase in grant dollars earned per fiscal year and the updated interactive exhibit in the Discovery Gallery. The Board applauded Hadley for his leadership and commitment to lifelong learning.

**Faculty Report: A Thematic Approach to Teaching Writing and Research in the English 112 Course**—Deirdre Mahoney, Communications Instructor, thanked Chris Hanna and Alex Jones for producing a video including student testimonials. English 112 was first taught with this curriculum last spring and continues again this fall semester. Mahoney described her personal background in caregiving and professional work through sabbatical before showing the previously mentioned video.

**Foundation Report**—Jennifer Hricik, Interim Associate Vice President for Resource Development and Executive Director of Foundation, presented on the FY23 goals and foundation initiatives, including the Aviation hangar expansion project. In response to a question, Hricik stated a measurement dashboard for the strategic plan is in development.

PUBLIC INPUT—There was no public input offered.

#### UPDATES

**President's Update**—President Nick Nissley acknowledged trustees for attending the Celebration of Life for Kari Kahler, Benzie annexation, Pitspitters baseball game, MCCA Summer Conference, and volunteering at residence hall move in days. On legislative matters, Nissley highlighted the August 1 visit of U.S. Senator Gary Peters and noted State Representative Carol Glanville will visit campus

tomorrow. On September 19, there will be a meeting in Benzie County of key stakeholders and leaders to discuss annexation; with the intention of town hall sessions in October.

**Board Chair Update**—Chair Laura Oblinger shared points of pride over the past month including visiting the *Selvick* tug boat and touring programs with a prospective student. Oblinger also provided an update on the College and Foundation MOU, 2023 presidential evaluation, and recent news story regarding the partnership with the Northwest Regional Fire Training Center.

**MCCA Summer Conference**–Trustees who attended the annual conference of the Michigan Community College Association in July shared their highlights and takeaways.

**CONSENT ITEMS**–On a motion by Kennard Weaver, seconded by Chris Bott, the following items were approved by a unanimous vote as a group without discussion:

- Minutes of the July 24, 2023, regular meeting
- Financial Report—Troy Kierczynski, Vice President of Finance and Administration
- Enrollment Report—Todd Neibauer, Vice President for Student Services and Technologies
- PRMC—Diana Fairbanks, Associate Vice President of Public Relations, Marketing, and Communications
- Building & Site Committee Minutes—Ken Warner, Committee Chair

# **ACTION ITEMS**

**MCCA Membership Dues**—On a motion by Chris Bott, seconded by Ken Warner, the Board authorized for administration to continue membership with the Michigan Community College Association, which includes membership dues of \$37,500 for FY24. The motion passed with a unanimous vote.

**Local Strategic Value Resolution**—Andy Robitshek made a motion, seconded by Ken Warner, and the Board unanimously adopted the Local Strategic Value Resolution, as presented, certifying that Northwestern Michigan College meets the best practice standards required by the appropriations law for fiscal year 2024.

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

ADJOURNMENT—The meeting adjourned at 6:48 p.m.

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

SIGNED\_\_\_\_\_

Laura J. Oblinger, Chair

ATTESTED\_\_\_\_\_



**MEMO** Administrative Services

То:	Dr. Nick Nissley, President
From:	Troy Kierczynski, Vice President of Finance and Administration
Date:	September 18, 2023
Subject:	Summary Report for the General Fund as of August 31, 2023

The attached reports summarize the financial results for the General Fund as of August 31, 2023. The 2nd month represents 16.66% of the year.

#### Month End Results

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

The timing of revenue and expenses fluctuates throughout the year and will affect year-end results.

The general fund has year-to-date revenue over expenses of \$138,314. Revenue increased by 8% when comparing year-to-date August 2023 to August 2022. Expenses increased by 7% when comparing year-to-date August 2023 to August 2022.

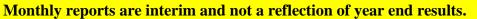
#### **Revenue (letters refer to the attached General Fund summary)**

- A. Tuition and fees: For Summer 2023, the budget was set at 6,181 contact hours for a total budget revenue of \$1,283,754. Actual summer contact hours were 5,393 with revenue of \$1,225,349. Summer revenue was under budget by \$58,405. For Fall 2023, the budget was set at 32,231 contact hours for a total budget revenue of \$6,821,060. Actual fall contact hours are projected at 33,049 with a projected revenue of \$7,092,622. Fall revenue is trending over budget by \$271,562.
- B. Property Taxes: Tax revenue is recorded as payments are received. The overall increase for the fiscal year is expected to be 9% over the previous fiscal year.
- C. State Sources include operational appropriations, personal property tax payments and MPSERS retirement payments. State appropriations payments begin in October.
- D. Actual year-to-date investment income recorded for fiscal year 2024 reflects interest and dividend income only. Interest income is expected to exceed the amount earned in fiscal year 2023 due to rising interest rates.
- E. Both Private Sources and Other Sources are timing and event-dependent.

#### **Expenses**

- F. Salaries and benefits are tracking under budget.
- G. Overall expenses are under budget at this time due to lower supplies and other expenses.
- H. Capital Outlay reflects expenditures budgeted through the allocation of COAT dollars.

# Northwestern Michigan College Unaudited



#### Summary Report for General Fund Accounts

Fiscal Year 2024, Period 02

		Associate		2023-2024	YTD	% of
unds		Accounts		Adjusted Budget	Activity	Annual Budget
OTAL GENERAL FUND		_				
	50	Revenues				
			Tuition and Fees	22,212,097	3,656,908	16.46
			Property Taxes	13,900,791	1,771,501	12.74
			Other Local	<u>0</u>	<u>0</u>	
			Local Sources	36,112,888	5,428,409	15.03
			State Sources	10,826,033	411	0.00
			Federal Sources	0	0	
			Private Sources	1,175,242	0	0.00
			Investment Income	320,000	185,534	57.98
			Other Sources	<u>495,000</u>	<u>94,957</u>	19.18
			Total Revenues	48,929,163	5,709,311	11.6
	60	Labor				
			Salaries & Wages	25,137,688	2,658,563	10.5
			Benefits	10,286,740	<u>1,322,847</u>	12.8
			Total Labor	35,424,428	3,981,409	11.2
	70	Expenses				
		-	Purchased Services	2,895,004	501,059	17.3
			Supplies & Materials	3,107,437	325,766	10.4
			Internal Services	110,273	-88	-0.0
			Other Expenses	1,603,453	151,369	9.4
			Institutional Expenses	1,700,512	227,429	13.3
			Maintenance & Renovation	1,944,397	286,616	14.7
			Prof Develop, Travel & Events	600,659	65,436	10.8
			Capital Outlay	98,000	0	0.0
			Total Expenses	12,059,735	1,557,58 <del>7</del>	12.9
			Total Expenditures	47,484,163	5,538,997	11.6
	80	Transfers	·			
			Transfers	1,445,000	32,000	2.2
			Total Transfers	1,445,000	32,000	2.2
		То	tal Expenditures and Transfers	48,929,163	5,570,997	11.3
			ues over (under) Expenditures	0	138,314	



# Northwestern Michigan College Comparison - Fiscal Year to Date General Fund Aug 2023 vs. Aug 2022

# **INTERIM** This statement does not reflect year-end results.

-	YTD	YTD	¢ D:55	0/ D:ff	
Revenue	<u>8/31/2023</u>	<u>8/31/2022</u>	<u>\$ Diff</u>	<u>% Diff</u>	Comments
Local Sources:					
Tuition & Fees	\$ 3,656,908	\$ 3,489,931	\$ 166,977	5%	Primarily due to higher enrollment in FY24 than prior year
Property Taxes	1,771,501	1,680,931	90,570	5%	Timing of property tax payments received from townships
Total Local Sources	5,428,409	5,170,862	257,547	5%	
State Sources	411	-	411	411%	Timing of State of Michigan Ren Zone payment
State PPT Reimbursement	-	-	-	0%	Consistent with prior year
Federal Sources	-	-	-	0%	Consistent with prior year
Private Sources	-	-	-	0%	Consistent with prior year
Investment Income	185,534	34,778	150,756	433%	Higher interest/dividends recognized in FY24 than in FY23
Other Sources	94,957	102,716	(7,759)	-8%	Primarily due to higher Marine Center revenue through this time of year in FY23
Total Revenue	5,709,311	5,308,356	400,955	8%	
Expenses					
Salaries and Wages	2,658,563	2,598,775	59,788	2%	Consistent with prior year
Benefits	1,322,847	1,298,605	24,242	2%	Consistent with prior year
Purchased Services	501,059	452,051	49,008	11%	Primarily due to higher advertising expenses in FY24
Supplies & Materials	325,766	327,799	(2,033)	-1%	Consistent with prior year
Internal Services	(88)	8,588	(8,676)	-101%	Timing of internal events/charges (including opening conference and HR new employee orientation in FY23)
Other Expenses	151,369	133,763	17,606	13%	Primarily due to higher recruiting/promotional fees, equipment rental fees, and financial fees in FY24
Other Expenses	151,309	155,705	17,000	13%	(during FY23 our bank changed the way interest is recognized; previously interest offset fees and now they are each recognized individually)
Institutional Expenses	227,429	147,692	79,737	54%	Primarily due to a combination of higher electric expenses and the timing of insurance invoices/payments in
Maintenance & Renovation	286,616	209,662	76,954	37%	FY24 Primarily due to the timing of software maintenance expenses
Professional Development	65,436	38,805	26,631	69%	Higher membership and subscription expenses in FY24
Capital Outlay		8,083	(8,083)	8083%	Timing of COAT purchases
Total Expenses	5,538,997	5,223,823	<b>315,174</b>	<u> </u>	
Transfers	32,000	-	32,000	4000%	Sabbatical, CIE, and IAF transfers for FY24
Total Expenses & Transfers	5,570,997	5,223,823	347,174	7%	_
Net Revenue Over (Under) Expenses	\$ 138,314	\$ 84,533	\$ 53,781	64%	_



# Northwestern Michigan College Comparison - Month Over Month General Fund Aug 2023 vs. July 2023

# **INTERIM** This statement does not reflect year-end results.

Concec	YTD <u>8/31/2023</u>	YTD <u>7/31/2023</u>	Aug 23 <u>Activity</u>	Jul 23 <u>Activity</u>	Comments
Revenue	<u>0/0112020</u>	110 112020	<u>Notivity</u>	Addity	
Local Sources:					
		• • • • • • • • • •		• • • • • • • • • •	July higher for course fees, flight fees, and EES revenue (primarily due to timing of College for Kids
Tuition & Fees	\$ 3,656,908	\$ 2,174,820	\$ 1,482,088	\$ 2,174,820	courses). Also, July had 4 weeks of summer tuition; August had 1 week of summer & 1 week of fall tuition. Partially offset by fall general fees being recognized in August.
Property Taxes	1,771,501	474,690	1,296,811	474,690	
Total Local Sources	5,428,409	2,649,510	2,778,899	2,649,510	
State Sources	411	_	411	-	Consistent with prior month
State PPT Reimbursement	-	-	-	-	Consistent with prior month
Federal Sources	-	-	-	-	Consistent with prior month
Private Sources	-	-	-	-	Consistent with prior month
Investment Income	185,534	117,214	68,320	117,214	Lower interest activity from investments in August
Other Sources	94,957	34,749	60,208		Consistent with prior month
Total Revenue	5,709,311	2,801,473	2,907,838	2,801,473	
<b>F</b>					
<u>Expenses</u>					Faculty and adjuncts began in August and impact from timing of wage allocations crossing fiscal years
Salaries and Wages	2,658,563	854,589	1,803,974	854,589	in July
Benefits	1,322,847	544,618	778,229	544,618	Faculty and adjuncts began in August and slight impact from timing of wage allocations crossing fiscal
		-			years in July Primarily due to higher advertising expenses and EES instructional expenses (College for Kids activity)
Purchased Services	501,059	178,140	322,919	178,140	in August
Supplies & Materials	325,766	124,156	201,610	124,156	Primarily due to timing of aviation fuel purchases, timing of postage expenses, and higher supply
	,	,	,	,	related expenses in August
Internal Services	(88)	(1,926)	1,838	(1,926)	) Timing of internal events/charges (including opening conference and HR new employee orientation)
Other Expenses	151,369	47,987	103,382	47,987	Primarily driven by timing of permit/licensing expenses (aviation) and non-professional development
Other Expenses	151,509	47,907	103,302	47,907	expenses in August along with higher recruiting/promotional expenses incurred in August
Institutional Expenses	227,429	32,237	195,192	32,237	Timing of electricity and heating fuel payments in August (impacted by fiscal year end processes)
Maintenance & Renovation	286,616	108,959	177,657	108,959	Primarily due to timing of software and equipment maintenance expenses in August
Professional Development	65,436	20,665	44,771	,	Primarily driven by timing of professional development expenses
Capital Outlay	-	-	-	-	
Total Expenses	5,538,997	1,909,425	3,629,572	1,909,425	
Transfers	32,000	32,000	-	32,000	Sabbatical, CIE, and IAF transfers for FY24
Total Expenses & Transfers	5,570,997	1,941,425	3,629,572	1,941,425	-
וטנמו באשרווזכז ע וומווזוכוז	3,370,337	1,341,423	5,025,572	1,341,423	
Net Revenue Over (Under) Expenses	\$ 138,314	\$ 860,048	\$ (721,734)	\$ 860,048	=



#### Northwestern Michigan College

**Enrollment Services MEMO** 

To:Dr. Nick Nissley, PresidentFrom:Todd Neibauer, VP for Student Services & TechnologiesDate:September 14, 2023Subject:Enrollment Report - Fall Semester 2023

#### Fall 2023

On fall count day, headcount was up 1.6% (48 students) and contact hours were up .9% versus last year. The rate of retained students was also up .4 percentage points. Other points of interest include:

- There was an increase in 79 high school enrolled students over last year. This increase was seen both in dual enrollment and early college numbers. This would partially explain the decline in average contact hours. The increases came from both Grand Traverse County and service area counties.
- While there was an increase in overall applications, there was a decline in applications from Grand Traverse County (-57). Applications from service area counties rose by 148 and from other counties in Michigan by 139. One explanation for this could be the increased marketing of specialty programs outside of our region that are unique to NMC while we continue to suffer in-county declines based on demographics. Further study of data from the state will be necessary to evaluate this phenomenon.
- The percentage of overall enrollment from Grand Traverse County dipped below 50% for only the second time (2018) recorded in our dashboard which has data back to 1998. Concurrent with that change, the percentage of enrollment from other counties in Michigan rose to its highest level, 17.2%, for the same time period.
- Though not all of our special programs with additional marketing met their enrollment goals, they all increased the number of new enrollees over last fall. The marketing campaigns for these are being evaluated and adjusted to maximize impact.
- As part of the strategic plan, we will be completing an enrollment audit this fall focused on onboarding processes, non-attenders and stop outs. We will use the information gathered to inform necessary changes to our enrollment practices.

#### **Fall Semester Statistics**

	Fall 2020	Fall 2021	Fall 2022	Fall 2023	Δ
Inquiries	4,179	4,108	3,840	3,965	3.3%
Applicants	3,566	3,526	3,236	3,511	8.5%
% Applied	85.3%	85.8%	84.3%	88.5%	4.3%
Admits	2,552	2,590	2,350	2,401	2.2%
% Admitted	71.6%	73.5%	72.6%	68.4%	-4.2%
Admits Registered	1,405	1,528	1,285	1,379	7.3%
% Admits Registered	55.1%	59%	54.7%	57.4%	2.8%
<b>Prior Admits Registered</b>	25	38	19	38	100.0%
<b>Retained Students</b>	1,665	1,494	1,621	1,518	-6.4%
% Retained	49.7%	49.9%	52.5%	52.9%	0.4%
<b>Return Students</b>	183	239	182	215	18.1%
<b>Average Contact Hours</b>	10.73	10.71	10.75	10.68	-0.7%
<b>Total Headcount</b>	3,278	3,298	3,100	3,148	1.6%
<b>Total Contact Hours</b>	35,167	35,329	33,320	33,613	0.9%
Tuition	6,601,822	6,712,509	6,736,361	7,218,218	7.2%

#### (Resources: Digital Dashboard – Same Date Comparison FA2020-2023)

#### **Comprehensive Enrollment Reports**

#### Registration

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

#### **Admission and Recruiting Information**

- <u>Applicant Demographics</u> ... New applicants showing residency, financial need, age range, ethnicity, gender, and student type
- <u>Prospect Demographics</u> ... by gender, age range, and county
- <u>Prospect Statistics</u> ... by program of study
- <u>Prospect Statistics</u> by High School

#### Four Year Community College Enrollments - Credit Hours

Compiled from current and archived reports at mccssa.org. The following data **are not official enrollment numbers**. Not every institution reports simultaneously or with the same frequency, so final enrollment numbers for each semester may vary from those reported on this page.

Community College	Fall 2020	Fall 2021	Fall 2022	Fall 2023	1YR	4YR
Alpena	13,709	12,677	12,221	13,092	7.13%	-4.50%
Bay	16,717	16,776	16,020	15,258	-4.76%	-8.73%
Delta	62,896	60,610	61,113	64,848	6.11%	3.10%
Glen Oaks	8,869	9,342	9,520	10,323	8.43%	16.39%
Gogebic	8,805	8,968	8,364	8,308	-0.67%	-5.64%
Grand Rapids	103,521	107,164	93,266	101,102	8.40%	-2.34%
Henry Ford	107,757	103,806	100,270	102,290	2.01%	-5.07%
Jackson	40,415	38,675	39,571	40,843	3.21%	1.06%
Kalamazoo Valley	57,239	57,993	52,535	51,957	-1.1%	-9.23%
Kirtland	11,003	11,730	11,178	11,859	6.09%	7.78%
Lake Michigan	22,662	26,856	22,780	21,046	-7.61%	-7.13%
Lansing	87,177	95,382	86,798	85,704	-1.26%	-1.69%
Macomb	148,429	143,286	134,762	138,530	2.80%	-6.67%
Mid Michigan	28,172	27,349	28,237	27,749	-1.73%	-1.50%
Monroe County	19,240	20,581	20,068	19,941	-0.63%	3.64%
Montcalm	11,101	11,781	11,634	11,885	2.16%	7.06%
Mott	52,602	54,308	53,263	57,304	7.59%	8.94%
Muskegon	30,839	32,460	29,423	27,326	-7.13%	-11.39%
North Central Michigan	14,985	13,688	13,370	12,277	-8.18%	-18.07%
Northwestern Michigan	30,612	30,787	28,980	28,966	-0.1%	-5.45%
Oakland	127,378	115,903	111,978	106,544	-4.85%	-16.36%
Schoolcraft	72,977	74,872	67,680	64,905	-4.10%	-11.06%
Southwestern Michigan	18,079	17,611	18,531	20,950	13.05%	15.88%
St. Clair County	31,226	30,601	29,257	29,451	0.66%	-5.68%
Washtenaw	93,594	89,252	89,175	86,975	-2.47%	-7.07%
West Shore	9,693	8,142	8,441	9,484	12.36%	-2.16%

Not Reporting: Kellogg, Wayne

#### **Housing**

Building	FA 2020	FA 2021	FA 2022	FA 2023	FA 2023 Occupancy Rate*
North Hall	108	115	123	131	100%
East Hall	100	154	186	210	88%
Totals	208	269	309	341	92%

\*North Hall capacity = 131, East Hall capacity = 238

Occupancy calculations for this year are based on each building's actual capacities. However, some rooms are still reserved for quarantine space.

**Summer Housing Revenue** 

Building	2019	2020	2021	2022	2023
East Hall	\$132,671	\$49,280	\$3,080	\$56,578	\$62,812
North Hall	\$227,421	\$64,890	\$235,507	\$298,125	\$283,636
Total	\$360,092	\$114,170	\$238,587	\$354,703	\$346,447

Summer revenue is derived from students and interns from NMC and other colleges as well as several groups that arrange long term stays in the summer. We rarely accept short term rentals due to the cost and unavailability of personnel to clean rooms on a regular basis.



MEMO

Public Relations, Marketing, and Communications

To: Nick Nissley, President

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

Date: 8-22-23

Subject: August 2023 Monthly Report

The "back to school" month of August kicks off an increase in activity across all media and showed YOY performance increases for all. For paid media we continue to refine our campaigns to increase performance and are showing positive results in all KPIs. In program specific campaigns, the GLCI/Maritime campaign continues to perform the best. Earned media was up MOM and YOY with the CADETs act for GLMA receiving the highest coverage from news outlets across the state. Highest performing social posts include Welcome Week, Dean's List and Audio Tech. NMC Public Relations, Marketing and Communication key performance indicators for June 2023 include:

#### Paid Media 🕇

- Leads (RFI): 143
- Applications: 123
- Accounts: 123

#### Earned Media 🕇

- Media mentions: 128
- Positive/neutral sentiment: 100%
- Publicity value: \$85k

#### Owned Media -

• NMC now starts again in September

#### Shared Media 🕇

- Facebook followers: +14% YOY
- Facebook engagement: +154% YOY
- Instagram followers: +14% YOY
- Instagram engagement: +36% YOY

NORTHWESTERN MICHIGAN COLLEGE	MEMO: Resource Development		
	То:	NMC Board of Trustees President Nick Nissley, Ed.D.	
	From:	Jennifer Hricik Interim Assoc. Vice President, Resource Development and Executive Director, NMC Foundation	
	Date:	September 18, 2023	
	Subj:	Foundation Update	

### Fund Raising – a report on FY24 goals

We are currently tracking slightly ahead of funds raised as compared to where we were on this date last year, so off to a good start towards a year-end goal of fundraising \$2,400,000.

- The number of gifts received to date this fiscal year: 1,040
- FY24 total dollars raised through the NMC Foundation
  - \$506,087 Total received to date (including The Fund for NMC, pledges, and *new documented planned gift intentions*) raised toward goal
  - + \$38,027 Gross event revenue
    - \$544,114 Total raised through new gifts, commitments, & events
      - + \$0 from previously documented planned gifts

Of the FY24 funds raised and realized, donors are impacting the following areas of the college:

- Unrestricted gifts to the Fund for NMC \$57,477
- Scholarships at NMC \$297,095
- Programs and capital projects at NMC \$189,648

#### Foundation Initiatives

- Foundation governance documents are under review and revision. A meeting between the Executive Committees of both the foundation and college's Board of Trustees was conducted on June 12, 2023. The revised MOU is in review with the respective executive committees.
- *NMC Aviation Next Level* fundraising campaign is the top fundraising priority for the year. This fall the foundation will conduct a campaign feasibility study and prepare a defined campaign plan to launch in the spring semester. As final project plans are approved by the college, planning the fundraising campaign strategy around the three-phased building construction will maximize the foundation's ability to fundraise throughout the three phases.

Northwestern Michigan College Board of Trustees **Executive Committee Minutes** September 1, 2023 University Center Room 106 2200 Dendrinos Drive Traverse City, MI 49686

Committee Chair Laura Oblinger called the meeting to order at 9:30 a.m.

Members Present:	Laura Oblinger, Chris Bott, Rachel Johnson
Others Present:	Nick Nissley, Lynne Moritz

#### College & Foundation Memorandum of Understanding (MOU) – Review of Draft 4

The committee reviewed the suggested edits proposed by the NMC Foundation's Executive Committee at their meeting on August 17, 2023. It was confirmed that the Board of Trustees is kept apprised of the Foundation's strategic plan to ensure that it is in alignment with the College's plan; however, the Foundation's strategic plan has not historically been approved as an action item for specific Board of Trustees approval. The president and Board of Trustees' representatives on the Foundation Board are responsible for ensuring this alignment. This language matches the suggested language in Draft 4 of the MOU.

There was discussion to clarify the process of selecting an accounting firm to conduct the annual audit of the Foundation's financial and operational records. As such, a suggested edit to the "Asset Management" section and with the following addition (italicized) to the "Staffing" section of the MOU were incorporated into Draft 5 of the MOU:

The Executive Director of the Foundation shall serve as a member of the College senior administrative team, reporting directly to, and supervised by the College President. The College President has the ultimate responsibility to <u>select and</u> hire the Executive Director, and will involve an equal number of Foundation Board members to College representatives on the search committee. The Foundation Board and <u>College Board of Trustees</u> will have an opportunity to meet the final candidates.

Chris Bott made a motion, seconded by Rachel Johnson, to recommend these changes move forward to the Foundation Board Executive Committee for their meeting on September 6, 2023. Once both executive committees have reviewed and agreed upon the updates to the MOU, the Board of Trustees' Policy Committee and Foundation Board Development Committee will each review the proposed revisions. As Chair of the Board of Trustees' Policy Committee, Chris Bott expressed confidence in that committee's support of the proposed revisions thus far.

Public Input—There was no public comment offered.

#### **Other Discussion**

There was discussion of the timeline and next steps for the approval of the College and Foundation MOU, as well as an update regarding Benzie County residents' interest in annexation.

The meeting was adjourned at 10:09 a.m.

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



**MEMO** Educational Services

То:	Nick Nissley, President
From:	Stephen Siciliano, Vice President for Educational Services
Date:	September 6, 2023
Subject:	GLCI Culinary Arts – Sports Performance Nutrition. Level 2 Certificate

I am seeking the Board of Trustees approval of a level two certificate affiliated with our Great Lakes Culinary Institute (GLCI). This certificate is a Culinary Arts certificate in Sports Performance Nutrition. The course sequence guide is attached for this certificate.

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. This certificate represents one of the areas identified by the reimagining committee that would increase enrollment and better prepare GLCI students to enter an everchanging workforce.

Culinary Arts – Sports Performance Nutrition - Certificate Level 2 (NMC 075)

**Rationale:** The role of nutrition in achieving peak athletic performance has been widely accepted, with professional and collegiate sports teams recruiting specialized ancillary team members who are entrusted to provide optimal nutrition to their players. As a key member of such a team, chefs that have additional performance nutrition knowledge, along with the skills to create cuisine that meets the specific demands of the athletes they serve, are routinely being sought to fill a gaping need. Simply put, chefs trained specifically in sports nutrition do not exist. Because this specialized training is not available at other institutions, GLCI would be uniquely positioned to recruit for and offer a certificate of training that is a conduit to a well-paying, prestigious culinary career.

This level 2 certificate provides students culinary training in courses that already exist in current GLCI programming. The nutrition training is provided through existing courses in culinary nutrition and biology and one new specialized Sports Nutrition course (CUL 234). Students will then complete an internship working with a sports team nutritionist. Graduates with this certificate can apply for sports nutrition team chef positions for professional and collegiate sports teams and performance groups. The proposed certification is stackable with the Culinary Arts Certificate level 3 and the AAS degree. This proposed new certificate program would be available for the Fall 2024 semester start. The certificate will be a total of 36 credits. The college will not incur additional costs and will experience improved efficiency in current certificate and degree programs.

**Target Audience**: The main target audience would be students who want to become a chef but who also have a great deal of interest in sports. This may be students looking into becoming an athletic trainer, strength and conditioning coach, dietitian, etc., but who may prefer to approach working with athletes in a more creative manner involving food and nutrition. Target students are those who want to travel, be willing to relocate (to the team hiring them) and have a passion for working in an elite environment. Athletic trainers and strength coaches, as well as registered dietitians, require many years of school (most have Master degree requirements), thus a certificate will appeal to those wanting to enter the workforce more quickly.

Potential Employers: This certificate is new, and specific, to meet the needs of professional sports teams who seek chefs with specialized knowledge. Specifically, the knowledge of how to translate the recommendations from the sports dietitian (and the specific needs of individual athletes) into delicious, nutrient-dense meals. Per a fairly exhaustive search, there are only one or two other culinary programs in the United States doing such training, so we are meeting an emerging need. Currently, there are 153 Major League sports franchises across 52 American cities who employ a team of chefs. Ten cities have at least one team from every league and the leagues continue to grow. These include the NFL (football), NHL (hockey), NBA (basketball), MLB (baseball), and the growing MLS (soccer). With the rapid growth of women's professional teams across multiple sports (WNBA, etc.), performance nutrition chef positions should also increase. There is also a growing trend to recruit college players by having elite training tables, high end food, and registered dietitians on major college campuses. Thus, the certificate will appeal to those universities aiming to recruit players to their teams as well. A quick search for jobs in other sports turned up listings from NASCAR, professional golf, and even the sports arenas (such as Soldier Field in Chicago) themselves. Finally, individual chefs can also work for individual athletes as a full-time employee or in the off season. As for current number of job openings, by reviewing "Professional Sports Performance Chefs" there were 220 listings across the United States. Several

teams; the Cincinnati Bengals, LA Clippers, San Antonio Spurs, and Seattle Mariners, had postings.

According to the Bureau of Labor Statistics, the job growth for chefs, in general, is 15% in upcoming years, which is "much faster than average", and having a special certification in culinary sports performance nutrition will allow our graduates to compete for those higher paying jobs. According to the site, the average chef can expect to make start at a minimum of \$50,000/year, and a chef who can work with teams directly out of our program would command a much higher wage. Upwards of \$80,000 per year.

Once in place, the opportunity for potentially expanding our program exists to include a pathway for a chef/registered dietitian (Bachelor of Science) as those jobs are also critical for teams and numerous other fields. One such position posted on the "Indeed" website is listed as \$85-100K/year. This pathway may be an articulation agreement with GVSU and/or EMU, both of which have already expressed an interest in partnering with us.

Thank you for your consideration.

# GLCI Culinary Arts Sports Performance Nutrition Certificate Level 2

Course	Title	Credits
	Occupational Specialty Requirements	
CUL102	Culinary Concepts and Career Management	2
CUL110	Safety and Sanitation	2
CUL111	Professional Cookery	5
CUL118	Introduction to Baking & Pastry	3
CUL190	Culinary Internship (with a sports team)	2
CUL201	Food and Beverage Operations	3
CUL210	Nutrition for Culinary Arts	2
CUL211	Menu Planning and Purchasing	3
CUL213	World Cuisine	5
CUL233	Farm To Table	3
CUL234	Sports Nutrition	2
BIO106	Human Biology	4
BIO106L	Human Biology Lab	0
	Program Total Credits	36

# Culinary Major Requirements

# **GLCI** Culinary Arts

# Sports Performance Nutrition - Certificate Level 2

		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
10	Semester Total	12/18
	1st year - Spring	
Full session wks 1-16	BIO106 Human Biology BIO106L Human Biology Lab CUL213 World Cuisine	4/5 0/0 5/10
Session A wks 1-8	CUL210 Nutrition for Culinary Arts	2/2
Session B wks 9-16	CUL201 Food and Beverage Operations	3/3
	Semester Total	14/20
	2nd year - Fall	
Full session wks 1-16	CUL211 Menu Planning and Purchasing	3/3
Session A wks 1-8	CUL233 Farm to Table	3/6
Session B wks 9-16	CUL234 Sports Nutrition	2/2
· · · · · · · · · · · · · · · · · · ·	Semester Total	8/11
	2nd Year, no specific semester	
Full session	CUL190 Culinary Internship (with a sports team)	2/2
	Semester Total	2/2
		36/51

Note: Admission to the Culinary Arts Certificate program requires placement into MTH 111/11, MTH 120/20, MTH 131/31 or higher OR completion of MTH100 with a 2.0 and requires placement into ENG111/11 or higher or completion of ENG 99 Intro to College Writing/ENG 108 Critical Reading Strategies with a 2.0 or higher.



To:	Dr. Nick Nissley, President
From:	Jason Slade, Vice President of Strategic Initiatives
Date:	September 18, 2023
Subject:	Michigan New Jobs Training Program (MNJTP) - New & Amended Agreements for Board Approval - September 25, 2023 Board of Trustees Meeting

#### Recommendation

#### New agreements:

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

• Ear Fab Americas Inc. of Grawn, MI. Agreement until September 24, 2033 with the addition of 100 new jobs, total budget \$200,000.

#### Agreement amendment:

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

- Materne North America Corp. Amend the previous agreement dated December 9, 2021. This agreement increases the budget from \$160,000 to \$260,000. Amended agreement date is September 25, 2023.
- Shoreline Power Services. Amend the previous agreement dated January 17, 2023. This agreement increases the budget from \$550,000 to \$650,000. Amended agreement date is September 25, 2023.
- Superior Physical Therapy. Amend the previous agreement dated June 28, 2021. This agreement increases the budget from \$70,000 to \$170,000. Amended agreement date is September 25, 2023.

With the amendment:

- Net new jobs qualified under <u>all</u> agreements are projected at 1,143.
- Training expenditures are now valued at over \$10M for the region, delivered through 2033.

#### Requirements of the program

The Michigan New Jobs Training Program, established in 2008, allows community colleges to provide training for employers who are creating new jobs and/or expanding operations in Michigan. The training for the newly hired workers is paid by capturing the state income tax associated with the new employees' wages. Eligibility:

- Are full-time, in a new, existing, or expanding business of the employer
- Are not jobs of recalled workers, replacement jobs, or any other job that existed in the employer's business within the 1-year period preceding the date of an agreement
- Are new jobs that pay at least 175 percent of the Michigan minimum wage when the contract is signed
- Are new jobs that result in a net increase in employment in this state for the employer

### 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 <u>llipke@nmc.edu</u> 231-995-1943

#### Training

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

2. "Employer" means Ear Fab Americas Inc. of Grawn, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Gerard Lemanski President Ear Fab Americas Inc. 6893 Sullivan Road Grawn, MI 49637 Federal ID No.: 93-2694813

- 3. The Employer certifies that the number of jobs on its payroll in Michigan as of September 5, 2023, the date of the Preliminary Agreement, was one 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 one.
- 4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
- 5. The effective date of this Agreement shall be September 25, 2023.
- 6. The term of this Agreement shall be ten (10) years, expiring September 24, 2033, 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	\$ 173,913
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 26,087
	TOTAL	\$ 200,000

## **Final Costs**

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

Acknowledged this 25<sup>th</sup> day of September 2023.

Gerard Lemanski, President Ear Fab Americas Inc.

Nick Nissley, President Northwestern Michigan College

# **EXHIBIT B** Tentative Training Program

### I. Overview

A.	Estimated number of new jobs:	100
В.	Expected date by which new jobs will be filled:	December 31, 2026
C.	Estimated costs of training:	\$ 173,913
D.	Expected begin date:	January 1, 2024
E.	Expected end date:	September 24, 2033

## II. Description of Training

- Lean
- Additive Manufacturing
- Continuous Improvement
- III. Description of Training Equipment

N/A

# **EXHIBIT C**

# **Employer Projections of Payroll and New Jobs Credit**

		Estimate of	Cumulative
	Estimated Payroll		
	•	Diverted Payroll	Diverted Payroll
Year of Agreement	of New Positions	Taxes	Taxes
1	\$ 470,588	\$ 20,000	\$ 20,000
2	\$ 470,588	\$ 20,000	\$ 40,000
3	\$ 470,588	\$ 20,000	\$ 60,000
4	\$ 470,588	\$ 20,000	\$ 80,000
5	\$ 470,588	\$ 20,000	\$ 100,000
6	\$ 470,588	\$ 20,000	\$ 120,000
7	\$ 470,588	\$ 20,000	\$ 140,000
8	\$ 470,588	\$ 20,000	\$ 160,000
9	\$ 470,588	\$ 20,000	\$ 180,000
10	\$ 470,588	\$ 20,000	\$ 200,000

Note: Although the term of this Agreement is ten (10) years, the amount of payroll taxes diverted hereunder may not exceed the total amount of the budget. The College will work with the Employer and the Michigan Department of Treasury to ensure taxes in excess of the required amounts are not diverted but rather are forwarded directly to the State of Michigan by the Employer.

# MICHIGAN NEW JOBS TRAINING AGREEMENT PART III

An agreement to provide for:

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

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

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

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

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

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

#### ARTICLE I DEFINITIONS

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

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

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

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

(i) Except as provided in subparagraph (ii) or (iii), is a new, existing, or expanding business of an employer.

(ii) Is not a job of a recalled worker, a replacement job, or any other job that existed in the employer's business within the one-year period preceding the date of the Agreement.

(iii) Is not a job that is part of an employer's business operation located in a municipality in this state, if that job existed in a business operation or a substantially similar business operation of the employer formerly located in another municipality in this state, the employer moved that business operation or substantially similar business operation to its current location, and the employer closed or substantially reduced that former business operation or substantially similar business operation.

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(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 (\$17.68).

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

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

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

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

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

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

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

Section 1.12 "Training" means the Program Services exclusive of administrative fees for the New Jobs Training Program and the College's legal fees.

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

#### ARTICLE II PROJECT: PROGRAM SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) The Employer shall be responsible for any damage to the Training Equipment other than normal wear and tear.
- (ii) The Employer shall ensure the Training Equipment is housed in a safe location on its property and shall protect the Training Equipment from all risks, including but not limited to risk of damage or theft.
- (iii) To the extent the Training Equipment requires internet access, the Employer shall provide a secure internet connection (wired or wireless) for the Training Equipment and the Employer shall be solely responsible for the selection, implementation and maintenance of security procedures, policies and protocols sufficient to protect electronic records and data against improper access, use, loss, alteration or destruction.
- (iv) The Employer shall procure Commercial General Liability Insurance, and maintain such insurance at all times the Training Equipment is on the property of the Employer, that meets all of the following requirements:

(1) Limits of liability shall not be less than the commercially reasonable value of the Training Equipment.

(2) Commercial General Liability shall include an endorsement stating the following shall be Additional Insureds: the College, its officials, administrators, employees, agents, contractors, successors and assignees. It is understood and agreed by naming the College as additional insured, coverage afforded is considered to be primary and any other insurance the College may have in effect shall be considered secondary and/or excess.

(3) The policy shall include an endorsement providing that the College shall be provided thirty (30) days' advance written notice of Non-Renewal, Reduction, and/or Material Change of the policy and ten (10) days' advance written notice of cancellation of the policy for non-payment of premium.

(4) The Employer shall provide the College a Certificate of Insurance as well as the required endorsements prior to the location of any Training Equipment on the property of the Employer. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished to the College upon request.

- (v) The Employer shall provide the College access to the Training Equipment upon request to allow the College to inspect the Training Equipment and ensure the Employer's compliance with the provisions of this Section 2.2.
- (vi) The Employer shall, at its sole cost, deliver or cause to be delivered the Training Equipment to the College, or to the owner of the Training Equipment if leased, in compliance with any delivery instructions provided by the College's representative upon the earlier of (A) the completion of Training for all eligible and identified positions, (B) ten (10) business days of the expiration or termination of this Agreement, or (C) the day of expiration of the lease of the Training Equipment.

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

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

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

#### ARTICLE III PROJECT FUND

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

#### ARTICLE IV NEW JOBS CREDIT FROM WITHHOLDING

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

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

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

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

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

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

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

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

#### **ARTICLE V**

### **REIMBURSEMENT OF EMPLOYER TRAINING EXPENSES**

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

Section 5.2 The College agrees to periodically submit invoices to the Employer delineating all anticipated expenses related for the ensuing training period. These invoices will include costs and fees associated with providing training to meet expectations established in the approved Training Plan. Unless the Employer disputes the invoiced amount in good faith, the Employer agrees to remit, in full, the total amount listed on the invoice within thirty (30) days of its receipt. If the Employer disputes any portion of the invoiced amount in good faith, the Employer disputes any portion of the invoice amount in good faith, the Employer disputes any portion of the invoice 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 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 in 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.

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

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

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

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

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

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

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

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

#### ARTICLE IX MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

# NORTHWESTERN MICHIGAN COLLEGE

Name: \_\_\_\_\_

Nick Nissley

Title: President

Date: September 25, 2023

# EAR FAB AMERICAS INC.

Name:

2011

Gerard Lemanski

Title: President

Date: September 25, 2023

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# MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-292; AMENDMENT #1

This amendment between Northwestern Michigan College and Superior Physical Therapy, dated September 25, 2023, amends the previous Agreement dated June 28, 2021. This agreement increases the budget to \$170,000.

### 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:

FinanceTraLindsey Lipke, ControllerLisaNorthwestern Michigan CollegeMic1701 East Front StreetNorTraverse City, MI 49686170<u>llipke@nmc.edu</u>Trav231-995-1943Iroll

**Training** Lisa Rollin, Senior Accountant Michigan Manufacturing Technology Center Northern Lower Office 1701 East Front Street Traverse City, MI 49686 <u>Irollin@nmc.edu</u> 231-995-2005

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

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

- 3. The Employer certifies that the number of jobs on its payroll in Michigan as of December 15, 2020, the date of the Preliminary Agreement, was 17 and that the highest number of jobs on its payroll in Michigan in the last 12 months prior to the date of the Preliminary Agreement was 17.
- 4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
- 5. The effective date of this Agreement shall be June 28, 2021.
- 6. The term of this Agreement shall be ten (10) years, expiring June 27, 2031, provided this Agreement shall not terminate and the obligations, representations, warranties, covenants, and agreements of the Employer hereunder shall continue until the Program Costs have been paid in full as provided herein.

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

# MICHIGAN NEW JOBS TRAINING AGREEMENT PART II EXHIBIT A

## **Estimated Budget**

1.	Training	\$ 147,826
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 22,174
	TOTAL	\$ 170,000

**Final Costs** 

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

Acknowledged this 25<sup>th</sup> day of September 2023.

Andrew Gorecki, Owner Superior Physical Therapy

Nick Nissley, President Northwestern Michigan College

# **EXHIBIT B** Tentative Training Program

#### I. Overview

A.	Estimated number of new jobs:	10
B.	Expected date by which new jobs will be filled:	01/01/22
C.	Estimated costs of training:	\$147,826
D.	Expected begin date:	07/01/21
E.	Expected end date:	06/27/31

## II. Description of Training

- Fellow of Applied Functional Science-Physical Therapy Orthopeadic Training Speciality
- Continuing education for physical therapy topics including manual therapy, orthopeadic certified specialist
- Gray Institute Certifications for physical therapists
- Billing Specialist
- III. Description of Training Equipment

# **EXHIBIT C**

# **Employer Projections of Payroll and New Jobs Credit**

		Estimate of	Cumulative
	Estimated Payroll	Diverted Payroll	<b>Diverted</b> Payroll
Year of Agreement	of New Positions	Taxes	Taxes
1	\$400,000	\$17,000	\$ 17,000
2	\$400,000	\$17,000	\$ 34,000
3	\$400,000	\$17,000	\$ 51,000
4	\$400,000	\$17,000	\$ 68,000
5	\$400,000	\$17,000	\$ 85,000
6	\$400,000	\$17,000	\$102,000
7	\$400,000	\$17,000	\$119,000
8	\$400,000	\$17,000	\$136,000
9	\$400,000	\$17,000	\$153,000
10	\$400,000	\$17,000	\$170,000

Note: Although the term of this Agreement is ten (10) years, the amount of payroll taxes diverted hereunder may not exceed the total amount of the budget. The College will work with the Employer and the Michigan Department of Treasury to ensure taxes in excess of the required amounts are not diverted but rather are forwarded directly to the State of Michigan by the Employer.

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

# NORTHWESTERN MICHIGAN COLLEGE

Name:

Nick Nissley

Title: President

Date: September 25, 2023

# FUNCTIONAL DIMENSIONS, LLC dba SUPERIOR PHYSICAL THERAPY

Name:	Andrew Gorecki
Title:	Owner
Date:	September 25, 2023

# MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-055; AMENDMENT #7

This amendment between Northwestern Michigan College and Shoreline Power Services Inc., dated September 25, 2023, amends the previous Agreement dated January 17, 2023. This Agreement increases the budget from \$550,000 to \$650,000.

## 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:	Training:
Lindsey Lipke, Controller	Lisa Rollin, Senior Accountant
Northwestern Michigan College	Michigan Manufacturing Technology Center
1701 East Front Street	1701 East Front Street
Traverse City, MI 49686	Traverse City, MI 49686
llipke@nmc.edu	lrollin@nmc.edu
231-995-1943	231-995-2005

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

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

- 3. The Employer certifies that the number of jobs on its payroll in Michigan as of the date of the Agreement of Intent was 20 and that the highest number of jobs on its payroll in Michigan in the last 12 months was 20.
- 4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
- 5. The effective date of this Agreement shall be April 22, 2013 (the "Effective Date").
- 6. The term of this Agreement shall be fifteen (15) 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.

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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	\$ 565,217	
2.	Administrative Fee	\$ 84,783	
	TOTAL	\$ 650,000	

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

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

#### **Final Costs**

Acknowledged this 25<sup>th</sup> day of September 2023.

Amanda Jerrett Human Resources Director Shoreline Power Services Inc.

Nick Nissley, President Northwestern Michigan College 66

# **EXHIBIT B** Tentative Training Program

#### I. Overview

A.	Number of new jobs:	100
B.	Expected date by which new jobs will be filled:	12/31/2013
C.	Estimated costs of training:	\$ 565,217
D.	Expected beginning date of training:	05/01/13
E.	Expected ending date of training:	04/21/28

## II. Description of Training

- CPR, First Aid, and Blood Pathegens
- Infared Electrical Inspection
- System Platform 1
- System Platform 2
- Construction OSHA Safety
- RSLogix 5000 Controllogix Fundamentals and Troubleshooting
- Arc Flash
- Accubid Electrical Estimating
- Identicard Premisys
- Cognex Vision
- OSHA 500 for Construction
- OSHA 510 for Construction
- Opto 22 Snap Pac Systems
- Project Management
- Electrical Thermography
- Watchfire Service Networking

# **EXHIBIT C**

# **Employer Projections of Sources of Payments of Program Costs**

	T		
			Cumulative
		Estimate of	Diverted
Year of Agreement	Estimated Payroll of New	Diverted Payroll	Payroll
1	Positions	Taxes	Taxes
1	\$ 1,019,600	\$ 43,333	\$ 43,333
2	\$ 1,019,600	\$ 43,333	\$ 86,666
3			
3	\$ 1,019,600	\$ 43,333	\$129,999
4	\$ 1,019,600	\$ 43,333	\$173,332
5	\$ 1,019,600	\$ 43,333	\$216,665
6	\$ 1,019,600	\$ 43,333	\$259,998
7	\$ 1,019,600	\$ 43,333	\$303,331
8	\$ 1,019,600	\$ 43,333	\$346,664
9	\$ 1,019,600	\$ 43,333	\$389,997
10	\$ 1,019,600	\$ 43,333	\$433,330
11	\$ 1,019,600	\$ 43,333	\$476,663
12	\$ 1,019,600	\$ 43,333	\$519,996
13	\$ 1,019,600	\$ 43,333	\$563,329
14	\$ 1,019,600	\$ 43,333	\$606,662
15	\$ 1,019,600	\$ 43,333	\$650,000

Note: Although the term of this Agreement is fifteen (15) years, the amount of payroll taxes diverted hereunder may not exceed the total amount of the budget. The College will work with the Employer and the Michigan Department of Treasury to ensure taxes in excess of the required amounts are not diverted but rather are forwarded directly to the State of Michigan by the Employer.

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

### NORTHWESTERN MICHIGAN COLLEGE

Name:

Nick Nissley

Title: President

Date: September 25, 2023

#### SHORELINE POWER SERVICES INC.

Name:

Jennt Amanda Jerrett

Title: Human Resources Director

Date: September 25, 2023

# MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-074; AMENDMENT #4

This Agreement between Northwestern Michigan College and Materne North America Corp. dated September 25, 2023, amends the previous Agreement dated December 9, 2021. This amended Agreement increases the budget from \$160,000 to \$260,000.

#### 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 <u>llipke@nmc.edu</u> 231-995-1143 Training Lisa Rollin, Senior Accountant Michigan Manufacturing Technology Center 1701 East Front Street Traverse City, MI 49686 <u>Irollin@nmc.edu</u> 231-995-2005

2. "Employer" means Materne North America Corp. of Grawn, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Lindsey Kotulski HR Generalist Materne North America Corp. PO Box 268 Grawn, MI 49637 Federal ID#: 27-3542029

- 3. The Employer certifies that the number of jobs on its payroll in Michigan as of June 26, 2013, the date of the Preliminary Agreement, was 146 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 146.
- 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 16, 2013 (the "Effective Date").
- 6. The term of this Agreement shall be thirteen (13) years, expiring December 15, 2026; 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.

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# MICHIGAN NEW JOBS TRAINING AGREEMENT PART II EXHIBIT A

1.	Training		\$ 226,087
2.	Administrative Fee		\$ 33,913
		TOTAL	\$ 260,000

#### **Estimated Budget**

#### **Final Costs**

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

Acknowledged this 25<sup>th</sup> day of September 2023.

Lindsey Kotulski, HR Business Partner Materne North America Corp.

Nick Nissley, President Northwestern Michigan College

# EXHIBIT B Tentative Training Program

## I. Overview

A.	Estimated number of new jobs:	17
B.	Expected date by which new jobs will be filled:	12/31/15
C.	Estimated costs of training:	\$ 226,087
D.	Expected begin date:	01/01/14
E.	Expected end date:	12/15/26

# II. Description of Training

- Train-the-Trainer
- Team Building for Managers and Supervisors
- Basic Food Safety
- Management Level I and II
- Lean
- Six Sigma
- Excel

# **EXHIBIT C**

# **Employer Projections of Payroll and New Jobs Credit**

			Cumulative
		Estimate of	Diverted
12-Month		<b>Diverted</b> Payroll	Payroll
Period Ending	Estimated Gross Wages	Taxes	Taxes
12/31/2014	\$ 470,588	\$ 20,000	\$ 20,000
12/31/2015	\$ 470,588	\$ 20,000	\$ 40,000
12/31/2016	\$ 470,588	\$ 20,000	\$ 60,000
12/31/2017	\$ 470,588	\$ 20,000	\$ 80,000
12/31/2018	\$ 470,588	\$ 20,000	\$ 100,000
12/31/2019	\$ 470,588	\$ 20,000	\$ 120,000
12/31/2020	\$ 470,588	\$ 20,000	\$ 140,000
12/31/2021	\$ 470,588	\$ 20,000	\$ 160,000
12/31/2022	\$ 470,588	\$ 20,000	\$ 180,000
12/31/2023	\$ 470,588	\$ 20,000	\$ 200,000
12/31/2024	\$ 470,588	\$ 20,000	\$ 220,000
12/31/2025	\$ 470,588	\$ 20,000	\$ 240,000
12/31/2026	\$ 470,588	\$ 20,000	\$ 260,000

Note: Although the term of this Agreement is thirteen (13) years, the amount of payroll taxes diverted hereunder may not exceed the total amount of the budget. The College will work with the Employer and the Michigan Department of Treasury to ensure taxes in excess of the required amounts are not diverted but rather are forwarded directly to the State of Michigan by the Employer.

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

#### NORTHWESTERN MICHIGAN COLLEGE

Name:

Nick Nissley

Title: President

Date: September 25, 2023

### MATERNE NORTH AMERICA CORP.

Name:

tholes Kuke

Lindsey Kotulski

Title: HR Business Partner

Date: September 25, 2023

# Michigan New Jobs Training Program -- Board Summary

Company:	Ear Fab Americas Inc.	
	6893 Sullivan Road; Grawn, MI 49637	
Type of Agreement:	Ten-Year Agreement	
Existing Jobs:	1	
Net New Jobs to be Created:	100	
People to be Trained:	75	
Approximate Start Date:	09/25/23	
Approximate End Date:	09/24/33	
Budget Analysis:	Revenues	Original Award 09/25/23
	Estimated State Withholding	\$ 200,000
	Estimated Expenses	
	MCCA Administration Costs (1%)	\$ 1,739
	College Administration Costs (14%)	\$ 24,348
	Total Estimated Training Budget	\$ 173,913
Funding Vehicle:	Pay-As-You-Go Agreement	
Recommendation:	Agreement Approval	

# Michigan New Jobs Training Program -- Board Summary

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Company:	Functional Dimensions, LLC dba Superior Physical Therapy							
	3899 West Front Street, Unit 3; Traverse City, MI 49684							
Type of Agreement:	Ten-Year Agreement							
Existing Jobs:	17 (see email dated 09/22/23)							
Net New Jobs to be Created:	3							
People to be Trained:	3							
Approximate Start Date:	08/01/21							
Approximate End Date:	06/27/31							
Budget Analysis:	Revenues Original Award 06/28/21							
	Estimated State Withholding		70,000	\$	170,000			
	Estimated Expenses							
	MCCA Administration Costs (1%)	\$	609	\$	1,478			
	College Administration Costs (14%)	\$	8,522	\$	20,696			
	Total Estimated Training Budget	\$	60,870	\$	147,826			
Funding Vehicle:	Pay-As-You-Go Agreement							
Recommendation:	Agreement Approval		×					

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# Michigan New Jobs Training Program -- Board Summary

Company:	Materne North America Corp.							
	6331 US 31 South, PO Box 268; Grawn, MI 49637							
Company Classification:	311421 Fruit Processing							
Type of Agreement:	13-Year Agreement							
Existing Jobs:	146							
Net New Jobs to be Created:	17							
People to be Trained:	17							
Approximate Start Date:	01/01/14	Approved 12/16/13	Amendment #1 12/19/16	Amendment #2 09/24/18	Amendment #3 12/09/21	Amendment #4 09/25/23		
Approximate End Date:	12/15/18			12/15/21	12/15/26			
Budget Analysis:	Revenues							
	Estimated State Withholding	\$ 80,000	\$ 160,000			\$ 260,000		
	Estimated Expenses							
	MCCA Administration Costs (1%)	\$ 696	\$ 1,391			\$ 2,261		
	College Administration Costs (14%)	\$ 9,739	\$ 19,478			\$ 31,652		
	Total Estimated Training Budget	\$ 69,565	\$ 139,130			\$ 226,087		
Funding Vehicle:	Pay-As-You-Go Agreement							
Recommendation:	Agreement Approval							

# Michigan New Jobs Training Program Board Summary

Company:	Shoreline Power Services I	nc.						
Classification Code:	238210 Electrical Contractors and	238210 Electrical Contractors and Other Wire Installation Contractors						
Agreement Type:	15-Year Agreement							
Overview:	Shoreline Power Services, Inc. is a full-service electrical contractor. They were created in 2012. Shoreline Power Services currently employees 20 people with plans to hire 10 additional employees within the next year. The new positions earn wages of between \$15 to \$27 per hour.							
Existing Jobs:	20							
Net New Jobs to be Created:	100							
People to be Trained:	80							
Approximate Start Date:	05/01/13							
Approximate End Date:	04/21/28							
Budget Analysis:	Revenues	Award		Amendment of 08/24/15		Amendment of 10/24/22	Amendment of 09/25/23	
	Estimated State Withholding	\$ 119,012	\$ 144,012	\$ 340,012	\$ 440,012	\$ 550,000	\$ 650,000	
	<u>Estimated Expenses</u> MCCA Administration Costs (1%) College Administration Costs (14%)	\$ 1,035 \$ 14,488	\$    1,252 \$   17,532	\$    2,957 \$    41,393	\$	\$    4,782 \$    66,957	\$     5,651 \$    79,130	
	Total Estimated Training Budget	\$ 103,489	\$ 125,228	\$ 295,663	\$ 382,619	\$ 478,261	\$ 565,217	
Funding Vehicle:	Pay-As-You-Go Agreement							
Recommendation:	Agreement Approved							

	TRAINING TOTAL DATES							PROJECTE	
COMPANY NAME	GRANT NO.	NMC ACCT #	TRAINING	AWARD	PRELIM AGREEMENT	AGREEMENT	EXPECTED END	CLOSEOUT	NET NEW JOBS
ACAT GLOBAL	NJTP-050	25808	\$ 26,951	\$ 30,994	04/03/13	04/22/13	04/30/20	2020	15
ADAPTIVE COUNSELING AND CASE MANAGEMENT, LLC		25834	\$ 60,870	\$ 70,000	05/23/16	12/19/16	12/18/26		7
AJD FOREST PRODUCTS	NJTP-051	25809	\$ 27,826		03/12/13	04/22/13	04/30/20	CLOSED	2
ARMOR EXPRESS	NJTP-038	25803	\$ 80,870		11/13/12	12/17/12	12/31/19	CLOSED	29
BRITTEN BANNERS, INC.	NJTP-098	25819	\$ 222,587	\$ 255,975	02/03/14	08/25/14	12/31/19	06/11/19	17
BRITTEN DÉCOR, INC.	NJTP-xxx	258XX	\$ 60,870	\$ 70,000	12/04/14	04/20/15	05/31/20	07/27/16	0
BRITTEN INC.	NJTP-237	25845	\$ 245,783	\$ 282,650	12/26/18	05/20/19	05/19/24		100
BRITTEN METALWORKS, INC.	NJTP-115	25823	\$ 43,478	. ,	12/04/14	04/20/15	05/31/20	CLOSED	0
BRITTEN SERVICES, INC.	NJTP-xxx	258XX		\$ 150,000	09/11/14	04/20/15	05/31/20	07/27/16	14
BRITTEN WOODWORKS, INC.	NJTP-XXX	25825	\$ 60,870 \$ 65,247		02/12/15	04/20/15	05/31/20	2020	19 13
BULMANN ENTERPRISES CEDAR RUN EYE CENTER	NJTP-195 NJTP-193	25837 25838	. ,	\$ 75,000 \$ 20,000	08/23/17 09/13/17	12/18/17 12/18/17	12/17/27 12/17/22	01/17/23	13
CEDAR RUN ETE CENTER	NJTP-193 NJTP-032	25838	\$ 17,391 \$ 26,087	\$ 20,000 \$ 30,000	11/08/12	12/18/17	12/17/17	CLOSED	4
CENTURY INC.	NJTP-032 NJTP-012	25804	\$ 20,007	\$ 370,000	08/25/10	02/28/11	02/27/24	CLOSED	4 5
CENTURY INC.	NJTP-012 NJTP-220	25842	\$ 321,739 \$ 108,696	\$ <u>370,000</u> \$ <u>125,000</u>	07/26/18	09/24/18	02/27/24	PENDING	
CHERRY CAPITAL FOODS, LLC	NJTP-128	25826	\$ 160,870	\$ 185,000	07/02/15	08/24/15	08/23/24	FENDING	26
CHERRY REPUBLIC	NJTP-120 NJTP-052	25820	\$ 391,304		01/02/13	04/22/13	06/23/24		47
CHERRY REPUBLIC	NJTP-052 NJTP-219	25810	· · · ·	\$ 373,498	07/26/18	09/24/18	04/21/28		47
CULTURED FERMENTS COMPANY LLC	NJTP-219 NJTP-344	258XX	\$ <u>324,781</u> \$ <u>43,478</u>	\$ 50,000	12/18/22	02/27/23	09/25/33		7
EAR FAB AMERICAS INC.	NJTP-XXX		\$ 173,913	. ,	09/05/23	09/25/23	09/24/33		, 100
EFULFILLMENT SERVICE	NJTP-161	25835	\$ 46,087		01/12/17	01/23/17	01/22/27		100
ELECTRO-OPTICS TECHNOLOGY INC.	NJTP-010	25801	\$ 434,783		03/08/10	12/15/10	12/31/20	08/14/20	44
ELECTRO-OPTICS TECHNOLOGY INC. (2017)	NJTP-192	25839	\$ 65,217		11/09/17	12/18/17	12/14/20	12/14/20	8
ELMER'S CRANE AND DOZER, INC.	NJTP-095	25820	\$ 266,777	\$ 306,795	02/01/14	08/25/14	08/24/26		60
ELMER'S CRANE AND DOZER, INC.	NJTP-250	25847	\$ 260,870	\$ 300,000	09/17/19	10/28/19	10/27/26		11
FOOD FOR THOUGHT	NJTP-343	258XX	\$ 86,956	\$ 100,000	12/21/22	02/27/23	02/26/33		15
GRAND TRAVERSE SENIOR LIVING LLC	NJTP-099	25821	\$ 52,174	\$ 60,000	02/13/14	08/25/14	12/31/19	2020	0
GREAT LAKES STAINLESS	NJTP-053	25811	\$ 73,043	\$ 83,999	01/16/13	04/22/13	04/21/25		24
GROCER'S DAUGHTER CHOCOLATE	NJTP-319	25XXX	\$ 72,826	\$ 83,750	04/29/22	06/27/22	06/26/32		8
HAGERTY	NJTP-077	25814	\$ 69,565	\$ 80,000	10/15/12	12/16/13	12/31/18	01/30/19	0
HAYES MANUFACTURING	NJTP-069	25815	\$ 22,609	\$ 26,000	11/12/13	12/16/13	12/31/20	2020	7
HAYES MANUFACTURING	NJTP-269	25850	\$ 478,261	\$ 550,000	11/15/19	04/27/20	04/26/28		60
IMAGE 360	NJTP-217	25844	\$ 21,738		01/23/18	09/24/18	09/23/23	09/23/23	0
IMM, INC.	NJTP-135	25828	\$ 8,696	\$ 10,000	03/01/16	05/23/16	05/22/21	04/12/21	6
INDUSTRIAL ARTS INSTITUTE	NJTP-148		\$ 9,239	. ,	06/24/14	05/23/16	04/30/21	03/24/21	1
IRON FISH DISTILLERY LLC	NJTP-307	25853	\$ 156,522		09/23/21	12/20/21	12/19/31		25
ISENHART ELECTRIC LLC	NJTP-239	25846	\$ 86,957		11/05/18	05/20/19	05/19/26		8
JANTEC INC.	NJTP-320	25XXX			04/29/22	06/27/22	06/26/32		25
	NJTP-074	25816	\$ 226,087		06/26/13	12/16/13	12/15/26		67
MATERNE NORTH AMERICA CORP.	NJTP-252	25848	\$ 86,957		10/18/19	10/28/19	10/27/26	44/00/40	14
	NJTP-039	25805	\$ 21,739		11/26/12	12/17/12	12/17/17	11/22/16	8
NAVEEGO INC./AUNALYTICS INC.	NJTP-232	25843			07/25/18	09/24/18	09/23/33	00/45/00	7
NORTHWEST MICHIGAN SURGERY CENTER, LLC PLASCON INC.	NJTP-xxx NJTP-054	28827 25812	\$ 43,478 \$ 60,871		04/22/15 03/14/13	08/24/15 04/22/13	07/31/20 04/30/20	09/15/20 2020	0 15
PLASCON INC. PRECISION EDGE SURGICAL PRODUCTS	NJTP-054 NJTP-034	25812	\$ 60,871 \$ 30,435		10/12/12	12/17/12	04/30/20 12/16/17	03/26/18	15
PRESTON FEATHER BUILDING CENTERS	NJTP-034 NJTP-145	25800	\$ <u>50,435</u> \$ 69,565		10/12/12	05/23/16	05/22/26	03/20/10	12
RJG INC.	NJTP-136	25830	\$ 260,870		04/11/16	05/23/16	05/22/26		21
RJG INC.	NJTP-277	25851	\$ 306,743		06/11/20	09/28/20	09/27/30		2
SHORELINE FRUIT	NJTP-035	25807	\$ 104,348		04/14/11	12/17/12	12/31/17	05/23/16	29
SHORELINE POWER SERVICES	NJTP-055	25813	\$ 565,217		03/18/13	04/22/13	04/21/28		112
SHORELINE POWER SERVICES	NJTP-251	25849	\$ 86,957		10/18/19	10/28/19	10/27/26		3
SKILLED MANUFACTURING INC.	NJTP-072	25817	\$ 139,130		10/18/13	12/16/13	12/31/18	10/29/18	38
SPRINGFIELD INC.	NJTP-194	25840	\$ 13,044		10/04/17	12/18/17	12/17/22	01/17/23	0
STRATA DESIGN	NJTP-137	25832	\$ 106,872		10/19/12	05/23/16	05/22/26		7
SUPERIOR PHYSICAL THERAPY	NJTP-292	25852	\$ 147,826		12/15/21	06/28/21	06/27/31		0
TAMARACK HOLDINGS	NJTP-146	25833	\$ 104,348	\$ 120,000	01/01/16	05/23/16	05/23/24		7
TENTCRAFT INC.	NJTP-070	25818	\$ 852,174	\$ 980,000	10/15/13	12/16/13	12/16/25		50
TENTCRAFT INC.	NJTP-171	25836	\$ 304,348	\$ 350,000	05/25/17	06/26/17	06/25/22	CLOSED	0
				\$-					
TOTAL			\$ 8 906 910	\$ 10,242,941					1,143