



Northwestern
Michigan
College

Board of Trustees

www.nmc.edu/trustees

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

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

Meeting Agenda

Monday, December 16, 2024
Timothy J. Nelson Innovation Center
Room 106/107

5:30 p.m. Regular Meeting

I. GENERAL BUSINESS

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

II. STRATEGIC FOCUS

- E. Community Partnerships and Engagement—*Jason Slade, Vice President of Strategic Initiatives*

III. REPORTS AND PRESENTATIONS

- F. Extended Education Annual Report—*Laura Stevens Matchett, Director, Extended Education*
- G. Program Focus: Workforce Development—*Elizabeth Sonnabend, Extended Educational Services Program Coordinator, and Robert Atkins, Senior Occupational Safety Consultant, MIOSHA*
- H. Faculty Report: Passages Refugee Simulation Game—*Jim Bensley, Director of International Services & Service Learning*

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/DISCUSSION

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

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December 16, 2024 Meeting Agenda
Page 2 of 3

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:

- K. Minutes of the November 25, 2024, regular meeting and closed session
- L. Enrollment Report—*Todd Neibauer, Vice President for Student Services and Technologies*
- M. PRMC—*Diana Fairbanks, Associate Vice President of Public Relations, Marketing, and Communications*
- N. Foundation Report—*Dino Hernandez, Vice President of College Advancement and Executive Director, NMC Foundation*
- O. Building and Site Committee—*Ken Warner, Chair*
- P. Policy Committee—*Chris Bott, Committee Chair*

VII. ACTION ITEMS

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

Recommend adoption of resolutions of appreciation for Douglas S. Bishop and Bill F. Marsh in recognition of their dedicated services and significant contributions to Northwestern Michigan College.

R. New Jobs Training Act (Pursuant to Policy A-106.00 Finance)

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

- Cherry Republic (two amended agreements)
- Strata Design (amended)

S. Board Policy (Pursuant to Policy A-106.00 Other)

Recommend adoption of the following Board Policy on a first reading basis:

- Policy A-109.00 Trustee Vacancy (new policy)

T. Board Policy (Pursuant to Policy A-106.00 Other)

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

- Policy A-103.00 Committees (amended)

U. Tribal Council 2% Funds Application (Pursuant to Submission Requirements)

Recommend authorization for administration to submit application for the 2% grant from the Grand Traverse Band of Ottawa and Chippewa Indians video gaming revenue as presented.

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.



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December 16, 2024 Meeting Agenda
Page 3 of 3

IX. ADJOURNMENT

Upcoming Board Meeting Dates:

All board meetings are open to the public.

January 27, 2025 – Timothy J Nelson Innovation Center, Room 106/107

February 24, 2025 – Timothy J Nelson Innovation Center, Room 106/107

March 17, 2025 – Timothy J Nelson Innovation Center, Room 106/107 ***Third Monday*

April 28, 2025 – Timothy J Nelson Innovation Center, Room 106/107

May 19, 2025 – Timothy J Nelson Innovation Center, Room 106/107 ***Third Monday*

June 23, 2025 – Timothy J Nelson Innovation Center, Room 106/107

NMC NEXT

OUR COMMUNITY. OUR COLLEGE. OUR FUTURE.

To: Dr. Nick Nissley, President
From: Jason Slade, Vice President of Strategic Initiatives
Date: December 9, 2024
Subject: Strategic Initiatives Update: *December 16, 2024 Board of Trustees Meeting*
 Topic: *Strategy 4 - Community Partnerships and Engagement*

Strategy 4 - Community Partnerships and Engagement: Enhance collaborations that advance community engagement, economic and workforce development, and innovative opportunities for lifelong learning.
(Champion: Jason Slade)

Summary:

This strategy is on track with 2 of the 4 objectives currently classified as “green.” These objectives are focused on workforce and technical training and access to 4-year pathways. Upgraded to “yellow,” Extended Educational Services (EES) continues to report significant financial performance improvements since the plan’s inception. This progress can be attributed to improved departmental efficiencies, new and innovative offerings, stronger workforce partnerships, and regular revenue and expense analysis. Community partnership activities continue but this objective has shifted to align with the Foundation’s strategic plan, allowing the college to maximize resources and streamline efforts. Based on this, it is classified “yellow” but has additional monitoring under the Foundation’s purview. The CAAS survey will be executed in April/May to align results for Strategy 4 with the conclusion of this strategic plan.

Highlights and Successes:

- **Objective 1 (Community Partnerships)** - PRMC released their first ever Community Report highlighting how NMC is building a vibrant, thriving community through education, innovation, and responsive programs. This publication has been very well received by the community.
- **Objective 2 (Workforce Development)** - EES continues to grow contract training opportunities with industry partners and local employers. The relationship with Sara Lee Frozen Bakery (SLFB) has grown as SLFB expanded their training contract to include leadership training at other plants across the country. Additionally, EES is delivering leadership training for GT Plastics and welding training for Michigan Technological University as well as developing skill-specific training to support NMC’s apprenticeship program, blending credit and noncredit learning.
- **Objective 3 (Extended Educational Services)** - EES continues to improve financially. FY24 reduced the deficit to -\$200K, a dramatic improvement from -\$485K in FY21. But the results were not just financial, as EES was recognized at the Learning Resources Network (LERN) annual conference this fall with a “Best Ideas of 2025” award for developing and nurturing the connection between EES and the NMC Foundation which has resulted in 14% of EES learners donating over \$2.6 million dollars in charitable giving since 2020.
- **Objective 3 (Extended Education Services)** - EES compiled their first annual report focusing on their successes since the inception of this strategic plan. Key takeaways highlighting EES’ value to the college are:
 - Improved financial performance based on tier class modeling and pricing, restructured pay rates, and analysis of course performance
 - 12% of NMC students started in College for Kids providing an early connection to NMC

- Positioning EES as the preferred provider of workforce and professional development training in the region
- Increased revenue for academic programs through offering credit courses to the general public (\$75K last year)
- **Objective 4 (Access to 4-Year Education)** - Efforts continue to be made to make the transition to 4-year institutions easier, including:
 - NMC Advising completed a “deep dive” into best practices for transfer website architecture and content, with a goal of creating an even more student-centric approach to providing online transfer information. This follows major revisions to transfer guides, “how to” transfer information, and a system for providing the most up-to-date transfer contact information for our 4-year partners. We continue to create more robust guides based on student feedback for our transfer resources page and work with 4-year universities to add transfer guides to our new page based on popular transfer programs and schools.
 - University Center partners and Advising created a robust Transfer Week this year with 11 workshops/events for students to access transfer information and opportunities on main campus. These events surrounded our annual Transfer Fair and College Night, held in early October. Approximately 250 current NMC and area high school students attended the fairs this year.
 - Advising has launched NMC’s first Direct Connect guaranteed admission partnership with GVSU’s Allied Health program and will bring Davenport on board offering over 10 program options in Spring 2025. They are working to market the program with current NMC students and build marketing and resource materials for prospective students. Faculty Advisors are also being trained on the program.
 - In partnership with the Admissions team, Advising is revamping the annual Career Fair to become a **Career & Majors Fair** this year. Employers will sit side-by-side with faculty and staff from our academic majors to showcase how NMC academic pathways can lead to employment opportunities in our region. This year’s fair, as in the past, aims to attract current NMC students and community members looking for careers, as well as prospective NMC students and those enrolled at NMC who are still deciding on their career path. The goal of these new changes is for a recruitment component to be included for NMC, while also expanding the Career Fair’s prior offerings. The event will be held off-campus at the Park Place Hotel on March 6, 2025 from 1-6 pm.

Challenges and Opportunities:

- Continued alignment between Objective 1 (Community Partnerships) and the work of the NMC Foundation as the Foundation looks to engage donors and the community. Foundation staffing has decreased and roles have changed, resulting in Objective 1 being more closely aligned with the work in the Foundation’s strategic plan.
- Work has begun on paving a clearer path which blends credit and noncredit offerings to potential students. This includes cross-listing classes on both the NMC and EES websites and investigating a “one stop shop” for all potential NMC students and community members. This work may roll into NMC’s next strategic plan. EES and Admissions led a regional submission for a MiLEAP Sixty by 30 community partnership grant that would accelerate these efforts. Grant awards will be announced in late December or early January.
- Master Plan work related to the move of the UC partners to the Beckett Building has begun. We are currently assessing the space needs of each partner and determining the best layout to accommodate partner needs while supporting NMC’s vision of increased vibrancy.
- The Davenport University/NMC ADN to BSN is struggling to attract a consistent cohort of students and marketing/outreach efforts are being reviewed.

Strategy 4 - Community Partnerships and Engagement				
Objective 1: Leverage and enhance existing partnerships, and identify new key partnerships, in order to increase NMC's overall job performance in responding to the "community's learning needs" by 2.5% (3.87 to 3.97) in Grand Traverse County by 2024 using the Community Attitude and Awareness Survey (CAAS).				
Status of Action Steps	Current Percent Complete	Target*		Notes
4 Completed 3 On schedule 2 Behind schedule 11 Not Yet Started	66%	100 % *Final target will be CAAS performance		Objective is aligning under "Expanding Partnerships" in Foundation's Strategic Plan.
Objective 2: The community believes providing skilled trades instruction is the highest priority for NMC (8.86 CAAS, 2018), but rates NMC's performance in this area lower (8.21 CAAS, 2018.) NMC will increase performance rating by 8% by Spring 2024. (<i>Leading indicator:</i> Workforce offerings and associated enrollment)				
Status of Action Steps	Current Percent Complete	Target*	Leading Indicator	Notes
9 On schedule	75%	100% *Final target will be CAAS performance	Baseline (offerings): 5 Target (offerings): 40 Summer/Fall '22: 35 Summer/Fall '23: 54 Summer/Fall '24: 44 Workforce enrollment FY23: 445 FY24: 548 FY25: 319 (year-to-date)	Leveraging the leadership curriculum created for Sara Lee as a customizable leadership training for employers across the region. Promoting this to area manufacturing clients and through TAHRA. We have also packaged the curriculum for Sara Lee plants in North Carolina, Washington, and Massachusetts.
Objective 3: Providing personal enrichment has become more important for the community with scores increasing from 7.11 to 7.80 over the last three CAAS surveys. NMC will align lifelong learning opportunities to the community's needs resulting in a less than 17% cancellation rate and be net revenue positive by June 30, 2025.				
Status of Action Steps	Baseline (Fall 2020)	Current	Target (Fall 2025)	Notes
6 On schedule 3 In progress/behind schedule	Baseline (net loss FY21): (-\$485,000) Baseline (FY19 cancellation): 19.4%	Net loss FY22: (-\$368,000) Net loss FY23: (-\$291,000) Net loss FY24: (\$201,000) FY22 cancel: 17.1% FY23 cancel: 15.5% FY24 cancel: 20.19%	Target: net revenue positive Target (cancellation): <17%	Release of first annual report highlighting EES' valuable contribution to the college. EES led the development and submission of the MiLEAP Sixty x 30 Community Grant in collaboration with Admissions. Grant award announcement: late Dec. Slight ↑ in cancellation but that was expected as offerings were fine tuned.

Objective 4: NMC will increase access to four year college programs by improving the "Providing access to other college programs" performance metric by 2.5% (from 8.29 to 8.50) in Grand Traverse County by 2024 as measured by the Community Attitude and Awareness Survey (CAAS). (**Leading indicator:** *Next term transfer rate (Fall) for all institutions. Students who transfer to another college/university after NMC.)

Status of Action Steps	Current Percent Complete	Target*	Leading Indicator	Notes
2 Completed 6 On schedule 3 Not started	66%	100% *Final target will be CAAS performance	Next Term Transfer Rate (3 yr avg): (‘20 - 22): 11.4% (‘21 - 23): 11.2% (‘22 - 24): TBD Goal:12.3%	Direct Connect (dual advising and support from NMC and 4-year institution) has begun with GVSU. Similar programs are being reviewed with CMU and Davenport, a benefit of being a formal University Partner. Currently, revising and updating Engineering transfer agreements with MTU, who have been slow to respond.

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



NMC EXTENDED EDUCATION & TRAINING

ANNUAL REPORT
FALL 2023 - SUMMER 2024



FALL 2023



WINTER-SPRING 2024



SUMMER 2024



Northwestern
Michigan College



NMC
Extended
Education
& Training



Extended Education Reimagined

Three Businesses:



Life Enrichment



Work & Career

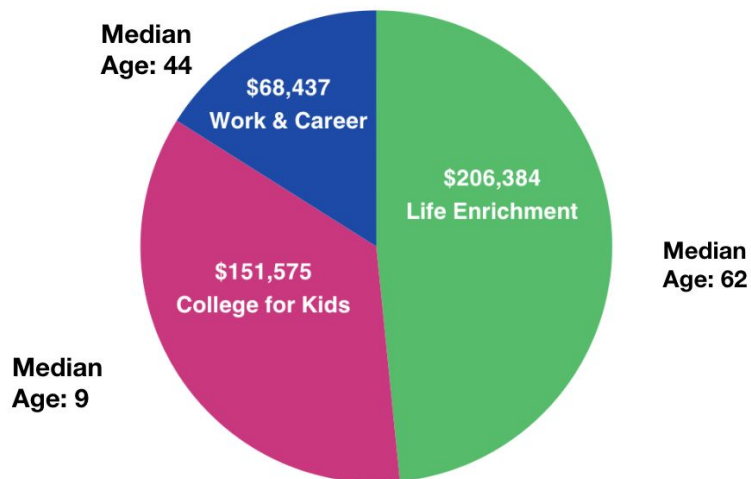


College for Kids



Northwestern
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Financial Summary by Business



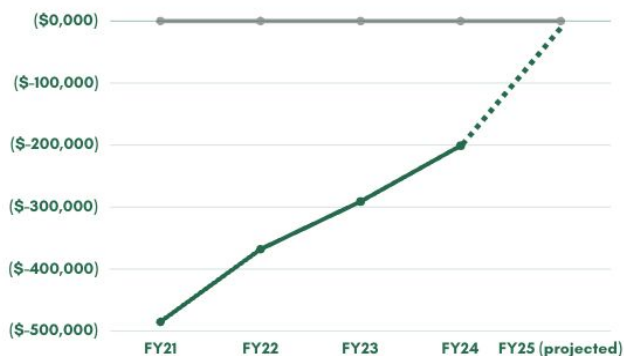
NET REVENUE = TUITION & FEES LESS INSTRUCTOR PAY & MATERIALS



Northwestern
Michigan College

Financial Summary

DEPARTMENTAL PROFIT (LOSS), FY21 - PRESENT



DEPARTMENTAL PROFIT = NET REVENUE LESS PERSONNEL EXPENSES

NMC PROGRAMMING & INNOVATION SUPPORT

Academic Art & Dance

19 Classes // 63 Students

\$18,559 back to the department

Academic Music

11 Classes // 352 Students

\$55,980 back to the department

Academic Communications

1 Class // 2 Students

\$646 back to the department



\$75,185

Directly to
NMC academic
departments



Northwestern
Michigan College

Our Story

PROCESS & PROGRAM INNOVATION

2021: Temporary Scaling Back

2022: Developed New Strategies (NMC NEXT)

2023: New Team & Positioning

2024: Implemented the Strategy

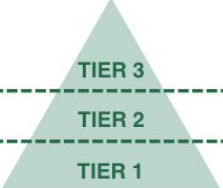
2025: Expanding by

- Increasing Enrollment
- Growing Net Revenue



Northwestern
Michigan College

Business Plan

CLASSES			NET REVENUE	
Goal	Current		Current	Goal
5%	2%		14%	33%
35%	33%		48%	33%
60%	64%	TIER 1	38%	33%

TIER 3: High Net Revenue Generation

International & Domestic Trips • Industry-specific Training • Team Retreats

TIER 2: Foundational Programs

College for Kids • Culinary • Special Events • Online Classes •
Professional Certification & Credentials

TIER 1: Open Enrollment

Wellness • Fitness • Art • Recreation • Northern Naturalist • Global •
Garden • Music • Home & Hobby • Writing • Self-Improvement • Yoga



Northwestern
Michigan College

Bringing the
best of NMC
to our
community



Northwestern
Michigan College



Bringing the
best of NMC
to our
community

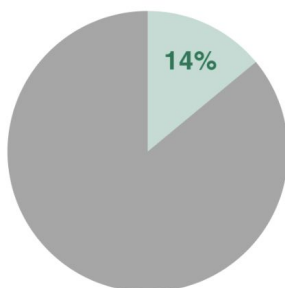


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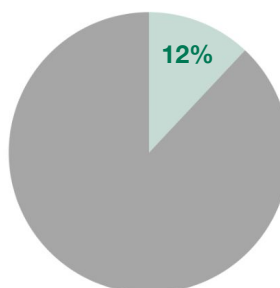
Additional Value

FUNDRAISING & RECRUITMENT



14% OF EXTENDED
EDUCATION STUDENTS
HAVE DONATED \$2.6M+ TO
THE COLLEGE SINCE 2020.

Average
\$520,000/year



12% OF NMC ACADEMIC
STUDENTS STARTED IN
COLLEGE FOR KIDS

Average
\$580,608/year
* (p. 8)



Northwestern
Michigan College

LERN Award: Articulating Value



2025 LERN International Award

For a pioneering discovery documenting the percentage of continuing education students who contribute to the college alumni foundation, and the dollars generated.

presented to

Laura Stevens Matchett
Northwestern Michigan College
by
Learning Resources Network
LERN

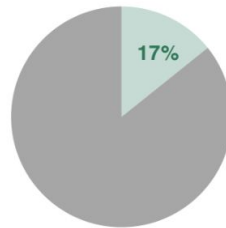
William A. Draves
William A. Draves, President



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Additional Value

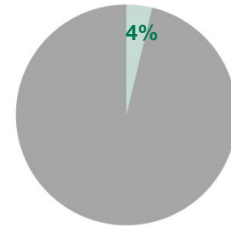
EMPLOYEE ENGAGEMENT & RETENTION



17% OF FULL-TIME
EMPLOYEES WHO
HAVE TAKEN ONE
OR MORE
EXTENDED
EDUCATION
CLASSES LAST
YEAR

212

EMPLOYEES OR
DEPENDENTS
TOOK ONE OR
MORE EXTENDED
EDUCATION
CLASSES LAST
YEAR



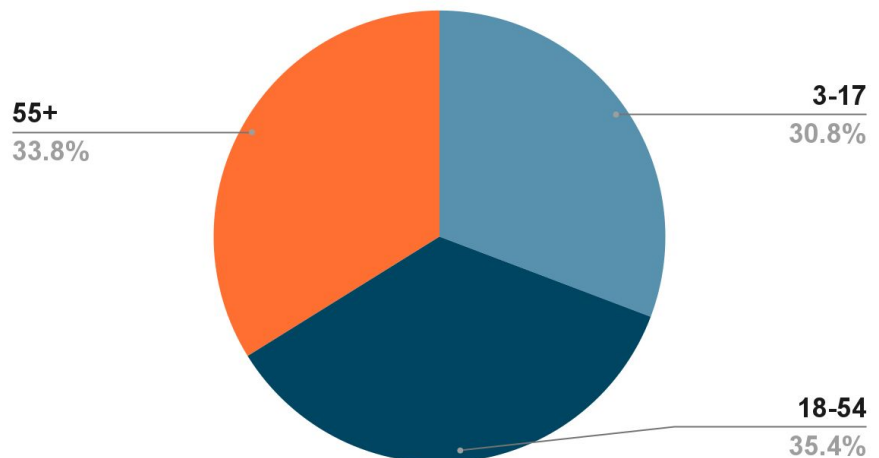
4% OF EXTENDED
EDUCATION
STUDENTS THAT
ARE FULL-TIME
EMPLOYEES OR
DEPENDENTS



Northwestern
Michigan College

Student Analysis & Program Development

Extended Education Students by Age



18% of total revenue is
generated by 1% (40) of
Ext. Ed. students
(median age is 68)

10% (290) of our
students spent
\$1,000-\$20,000 in the
past year
(median age is 54)

29 students took 10+
classes last year



Northwestern
Michigan College



**Save the
Date**



Northwestern
Michigan College

Join us for Campus Day!

It's Back!

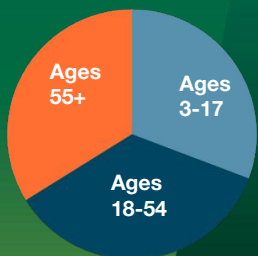
CAMPUS DAY IS RETURNING MAY 9, 2025!



**FULL DETAILS IN SUMMER CATALOG.
REGISTRATION OPENS IN APRIL!**



**Extended
Education
& Training**



Northwestern
Michigan College

3,745 students per year

3 Businesses

3 Demographics

Work & Career Portfolio Highlight

**Robert Atkins,
Senior Occupational Safety Consultant
MIOSHA**



NMC EXTENDED EDUCATION & TRAINING

ANNUAL REPORT
FALL 2023 - SUMMER 2024



FALL 2023



WINTER-
SPRING 2024



SUMMER 2024



NMC
Extended
Education
& Training

WHAT'S INSIDE



HOMEOWNERS 101



SUPER SMOOTHIES!



MAH JONGG MADNESS

2024 RECAP 1

OUR MISSION 2

OUR STORY 4

COMMUNITY IMPACT 5

FINANCIAL PERFORMANCE 7

COLLEGE SUPPORT 8

WHAT'S NEXT 9

APPENDIX

PROGRAM PROFILES

- WORK & CAREER 10
- LIFE ENRICHMENT 11
- COLLEGE FOR KIDS 12

PROGRAM PARTNERS 13

2024 RECAP

FROM THE DIRECTOR

Dear Friends and Partners,

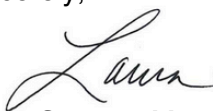
It has been an exciting year for Extended Education & Training, filled with milestones that reflect our commitment to growth, innovation, and community engagement. As we look back, I am proud of the strides we have made and the impact we have had on our region.

Highlights from 2023-2024:

- **Our Story:** In the past four years, we've made significant progress in expanding our programs and services, aligning more closely with the needs of our community, local industry, and lifelong learners.
- **First International Tours:** We launched our first-ever international tours to Italy and Iceland, offering unique cultural learning experiences that broadened perspectives and enriched lives.
- **Community Impact:** Providing continuing education to our community and beyond increases the college's fundraising efforts, academic student recruitment, and employee engagement and retention.

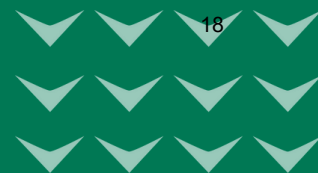
Thank you for being a part of this journey. We look forward to continuing our work together, creating meaningful learning opportunities for everyone.

Sincerely,



Laura Stevens Matchett

Director, NMC Extended Education & Training



LAURA STEVENS MATCHETT
DIRECTOR



ELIZABETH SONNABEND
PROGRAM MANAGER, WORK & CAREER



KRISTY JACKSON
PROGRAM MANAGER, COLLEGE FOR KIDS



CHRISTA ABDUL-KARIM
PROGRAM MANAGER, LIFE ENRICHMENT



SHANNAH VERGOTE
PROMOTION & MARKETING COORDINATOR



DANIELLE QUINLAN
OFFICE MANAGER

OUR MISSION

WHAT WE DO & WHY

We support **NMC's mission** of delivering lifelong learning opportunities that transform lives and enrich our community.

PROGRAMS

- Work & Career
- Life Enrichment
- College for Kids

DELIVERABLES

- On-demand Access
- Online & In-person Classes
- Certificates & Credentials
- Special Events & Projects

STRATEGY

NMC's strategic plan, **NMC NEXT**, calls for Extended Education & Training to be financially sustainable by July 1, 2025.

Our new tiered approach includes the addition of Tier 3 events — **upscaled, customized learning experiences** — that help offset the cost of more affordable Tier 1 programs. This approach ensures that a broader audience of students are engaging with the college.

CLASSES		NET REVENUE	
Goal	Current	Current	Goal
5%	2%	14%	33%
35%	33%	48%	33%
60%	64%	38%	33%

TIER 3: High Net Revenue Generation

International & Domestic Trips • Industry-specific Training • Team Retreats

TIER 2: Foundational Programs

College for Kids • Culinary • Special Events • Online Classes • Professional Certification & Credentials

TIER 1: Open Enrollment

Wellness • Fitness • Art • Recreation • Northern Naturalist • Global • Garden • Music • Home & Hobby • Writing • Self-Improvement • Yoga



WORK & CAREER



LIFE ENRICHMENT



COLLEGE FOR KIDS



DANIELLE AND HER
MOM, KAREN,
ENJOY A MOTHER-
DAUGHTER DATE
NIGHT WHILE
LEARNING HOW TO
PREPARE HEALTHY
RECIPES FROM A
FARMER'S MARKET
BOUNTY.

OUR STORY

WHERE WE WERE

Before 2020:

- Produced high volume of classes
- Financial return not calculated
- Product cannibalism
- High cancellation rate
- Didn't charge enough
- Lost money

The more classes
we produced,
the more our
losses grew.

PROCESS & PROGRAM INNOVATION

2021: Temporary Scaling Back

- Eliminated one catalog (\$15,000 annual savings)
- Eliminated LIFE discount (\$30,000 annual savings)
- Adopted new registration system

2022: Developed New Strategies

- Improved data & office efficiencies
- Implemented quarterly program analyses
- Increased College for Kids tuition rates & fees
- Employed new marketing strategy

New team
fully assembled
2018 -2023

2023: New Team & Positioning

- Created and hired a new Office Manager position (replacement position designed for increased efficiency)
- Increased class tuition rates & restructured instructor pay rates
- Increased class fees to account for overhead costs
- Developed and implemented tiered approach to program planning
- **Tier 3 Wins:**
 - Debuted international trips to Italy and Iceland
 - Secured \$50,000 contract training with Sara Lee Frozen Bakery

2024: Implemented the Strategy

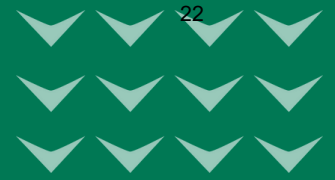
- Introduced early registration for College for Kids
- Secured first print catalog sponsor (\$1,750)
- Applied for State of Michigan Sixty by 30 grants (\$1M+)

We've become **more efficient** with
better ROI.



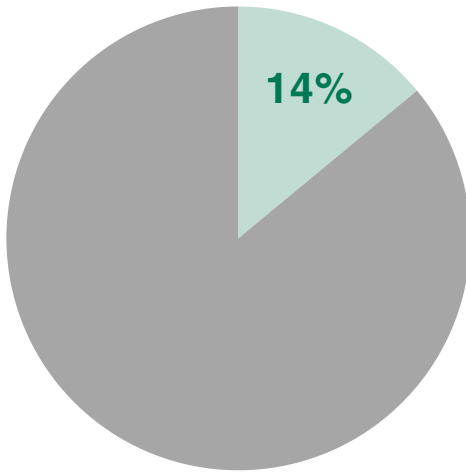
Extended Education & Training
team retreat in December 2023.

COMMUNITY IMPACT

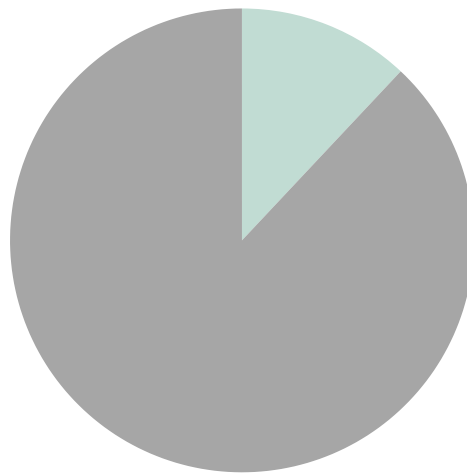


22

FUNDRAISING & RECRUITMENT

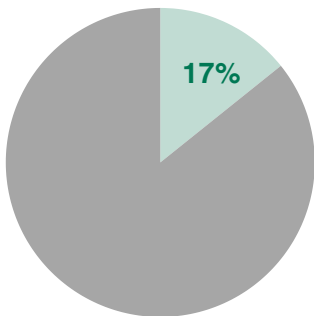


14% OF EXTENDED
EDUCATION STUDENTS
HAVE DONATED \$2.6M+ TO
THE COLLEGE SINCE 2020.



12% OF NMC ACADEMIC
STUDENTS STARTED IN
COLLEGE FOR KIDS

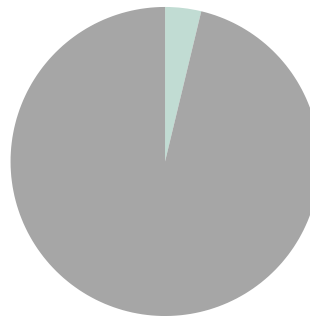
EMPLOYEE ENGAGEMENT & RETENTION



17% OF FULL-TIME
EMPLOYEES WHO
HAVE TAKEN ONE
OR MORE
EXTENDED
EDUCATION
CLASSES LAST
YEAR

212

EMPLOYEES OR
DEPENDENTS
TOOK ONE OR
MORE EXTENDED
EDUCATION
CLASSES LAST
YEAR



4% OF EXTENDED
EDUCATION
STUDENTS THAT
ARE FULL-TIME
EMPLOYEES OR
DEPENDENTS

OVER A 12-MONTH PERIOD

3,745

STUDENTS SERVED

5,195

TOTAL ENROLLMENTS

68,400

TOTAL IMPRESSIONS

523

IN-PERSON CLASSES

120

ONLINE CLASSES

11

CUSTOM TRAINING
CONTRACTS

2

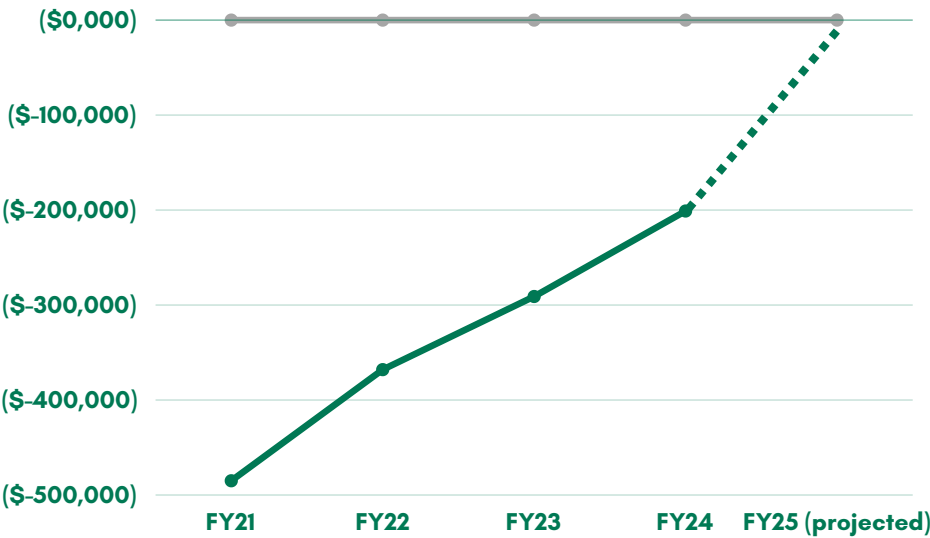
INTERNATIONAL TOURS



NEW PARTNERSHIPS
WITH NMC ACADEMIC
DEPARTMENTS, SUCH
AS WELDING
TECHNOLOGY, HAVE
ATTRACTED
COMMUNITY MEMBERS
INTO BOTH EXTENDED
EDUCATION CLASSES
AND ACADEMIC
PROGRAMS.

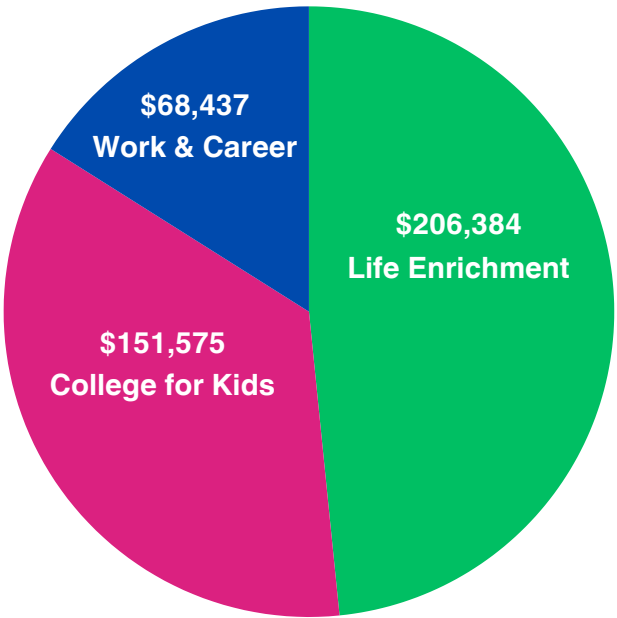
FINANCIAL PERFORMANCE

DEPARTMENTAL PROFIT (LOSS), FY21 - PRESENT

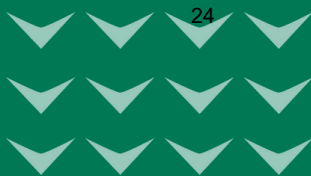


DEPARTMENTAL PROFIT = NET REVENUE LESS PERSONNEL EXPENSES

NET REVENUE BY PROGRAM FALL 2023 - SUMMER 2024



NET REVENUE = TUITION & FEES LESS INSTRUCTOR PAY & MATERIALS



NMC PROGRAMMING & INNOVATION SUPPORT

Academic Art & Dance

19 Classes // 63 Students

\$18,559 back to the department

Academic Music

11 Classes // 352 Students

\$55,980 back to the department

Academic Communications

1 Class // 2 Students

\$646 back to the department



\$75,185

Directly to
NMC academic
departments

COLLEGE SUPPORT

INNOVATION AT NMC

- **Audio Technology Professional Training** // 5 Classes
- **NMC Office of Possibilities**
2 Classes // 16 Students // Funded by OOPs
- **Programs in Benzie County**
2 Classes // 7 Students // Funded by Strategic Initiatives
- Added **34 degree & certificate programs** to Michigan Training Connect, allowing students to receive additional funding support through MichiganWorks

ADVERTISING SUPPORT

\$2,025 in-kind print advertisements (catalog)

\$1,950 in-kind digital advertisements (enews/social)

- Promoted IAF, NMC Library, NMC Bookstore



CREATING A LEGACY OF BELONGING

.....

"My daughter is loving her College for Kids Pottery class."

This has been a full-circle moment for me. I took a College for Kids class in 1986 and now my daughter is taking classes.

Everything is run so beautifully and is so organized. The instructors are doing a wonderful job."

\$2,617,357

DONOR GIFTS, 2020 - 2024

\$580,608*

REPRESENTED VALUE IN TUITION

\$75,185

REVENUE PASSED THROUGH TO ACADEMIC DEPARTMENTS

\$3,975

ADVERTISING SUPPORT



\$1,309,000 / year

ANNUAL COLLEGE SUPPORT VALUE

* ACCORDING TO LERN, A MINIMUM OF 5% OF CONTINUING EDUCATION STUDENTS BECOME CREDIT STUDENTS. AT NMC, 12% OF ACADEMIC STUDENTS WERE FORMER COLLEGE FOR KIDS STUDENTS. 12% OF NMC STUDENTS = 384 X 12 CREDIT HOURS = 4,608 hrs @ \$126 = \$580,608 TUITION VALUE

\$1.3M FIGURE ABOVE INCLUDES DONATIONS (ANNUALIZED), REVENUE PASSED THROUGH TO NMC DEPARTMENTS, ADVERTISING SUPPORT, AND TUITION VALUE FROM FORMER COLLEGE FOR KIDS STUDENTS. REVENUE FROM OPEN ENROLLMENT CLASSES IS NOT INCLUDED.

WHAT'S NEXT

IMPLEMENTING >>> EXPANDING

○ INCREASING ENROLLMENT

○ GROWING NET REVENUE



2025: EXPANDING

WORK & CAREER

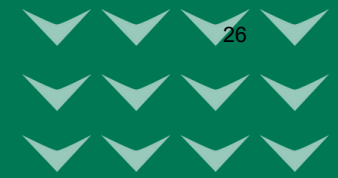
- Stepping stone programs: Blending credit and non-credit
- Expanded custom training
- Increase online partner revenue

LIFE ENRICHMENT

- Campus Day
- Additional Learning Tours

COLLEGE FOR KIDS

- Expanded marketing with dedicated social channels
- Targeted 10% increase in classes offered and net revenue



26

STUDENT TESTIMONIALS

GENTLE YOGA

"I have recommended this course to friends and some are now in her class. The benefits I receive from this class cannot be equaled. I mean that."

GEOLOGY ROCKS

"(NMC faculty member) Tiffani (Wilke) is INCREDIBLE!!! She can command a room like none other. She is so patient and knowledgeable and kind, and she works well with all students. My child had so much fun and learned so much. We are so happy and satisfied and would happily take a whole summer of courses from her!!!!"

THE NEAPOLITAN KITCHEN

John's classes are terrific. Not only do we learn about regional Italian cuisine, we learn a lot about the region itself. His enthusiasm is contagious...everyone has a great time."

WORK & CAREER

ELIZABETH SONNABEND
PROGRAM MANAGER



HIGHLIGHTS



MIOSHA GRADUATES



NORTHSHORE DOCK &
MARINE TEAM



SARA LEE FROZEN BAKERY
TEAM

WORK & CAREER HIGHLIGHTS

- 42 Open Enrollment Classes
- 11 Custom Training Contracts
- 196 Students through Online Partners

NEW IN 2023-24

MIOSHA TRAINING AT NMC

- 15 students certified
- \$8,905 in net revenue
- **Student Spotlight:** Courtney (top photo, far left) travelled from Atlanta, Georgia to attend; she graduated in the Spring with a Bachelors of Science in Environmental Health and Safety from Oakland University.
- **Record Setting:** In August 2024, NMC hosted the largest OSHA 10-hour class MIOSHA Training Institute has ever had.

WHAT'S NEXT?

1. Expanded Leadership Training
2. Continuing current partnerships with MIOSHA and Sara Lee Frozen Bakery
3. Sixty by 30 Grant: NoMI Attainment Collaborative
4. Funding sources for "stepping stone" non-credit to credit programs

"This is like no other training I've done before. The games helped me to have fun, learn about my [future] coworkers, and collaborate with my team. Now, when I start work on Monday, we're going to be able to work together right away."

- Felix, Sara Lee Frozen Bakery Employee

LIFE ENRICHMENT

CHRISTA ABDUL-KARIM
PROGRAM MANAGER



OPEN ENROLLMENT HIGHLIGHTS

- **155** Instructors
- **46** NMC Faculty Instructors
- **398** Classes
- **19.6%** Cancellation Rate (20% industry benchmark)

NEW IN 2023-24

INTERNATIONAL TRIPS

- November 2023: Food & Wine Tour of **Italy**
 - 12 students; 2 on waitlist; \$8,000 in net revenue
- May 2024: Tour of **Iceland**: Geology, Climate, Culture
 - 18 students; 4 on waitlist; \$10,000 in net revenue

CROSS-LISTED CLASSES

Cross-listed classes are credit classes offered to the community to boost enrollment. This is an opportunity for the college to reach community members within our district and beyond.

- **413** seats in **36** cross-listed classes
- **\$118,079** total revenue generated for the college

WHAT'S NEXT?

More trips!

1. November 2024: Food & Wine Tour of Greece
 - 18 students; 17 on waitlist
2. March 2025: Philadelphia in Bloom
3. May 2025: Culture & Wildlife Tour of South Africa

Campus Day is Coming Back on May 9, 2025.

28



FOOD & WINE TOUR: ITALY

"[Christa] and Brian put together an incredible trip. A trip of a lifetime for sure."

"I will definitely travel with you and NMC again. I loved how well thought out and organized the trip was. Thank you!"

"Many of the excursions felt incredibly intimate like many of the winery visits and especially dinner with Mimmo and his mother. That meal especially is something I never would have experienced traveling on my own and is definitely a highlight of the trip."

COLLEGE FOR KIDS

KRISTY JACKSON
PROGRAM MANAGER



COLLEGE FOR KIDS HIGHLIGHTS

- 745 Students // 1,107 Total Seats Sold
- 61 Instructors
- 10 NMC Faculty Instructors
- 89 Weekly Summer Classes
- 74% Capacity Filled



KIDS AND TEENS LEARN
KITCHEN SAFETY AND
EXPLORE NEW FOODS

SUMMER ENRICHMENT CLASSES

- Range of subjects, from Art to STEM, Culinary to Drama
- Summer program of Monday-Thursday classes
- \$129,608 in net revenue

SCHOOL YEAR PROGRAMMING

- Drama Kids
- NMC Children's Choir
- \$14,743 in total net revenue

GRASP SUMMER BRIDGE PROGRAM

- Decreases summer learning loss
- Improves test-taking skills
- 118 students // \$13,703 in net revenue

WHAT'S NEXT?

1. Expanded Marketing Strategy
 - New Dedicated Social Channels
2. After-School Programming: Art Ventures & Improv Comedy



"I love collaborating with the College for Kids instructors to coordinate and produce their creative and unique classes."

"During the summer weeks, it is so energizing to welcome young people to campus to experience what NMC has to offer!"

Kristy Jackson
Program Manager

OUR PARTNERS

PROGRAMMING PARTNERS



30 Partner Organizations

201 Classes

1,604 Students

"My son attended Bucket Drumming and I was absolutely blown away by the program."

The performance at the end of the week, with the older students, was a truly memorable experience. It is evident that the instructors for this program (Archipelago Project) have implemented an approach that is inspiring and impactful to young kids. My son is a young 6, I only wish he were old enough to realize what a special experience he just had."

ADDITIONAL NMC INTERNAL PARTNERS

NMC Children's Choir, Music Department, Art Department, Construction Technology Department, Audio Technology Department, Computer Information Technology Department, Communications Department

ONLINE LEARNING PARTNERS

Mind Edge, Ed2Go, UGotClass, LERN, CareerStep, CLS by BARBRI, ProTrain, and more.



**EXTENDED EDUCATION STUDENTS IN ITALY
NOVEMBER 2023**



nmc.edu/ees



MEMO

Office of the President

To: NMC Board of Trustees
From: Nick Nissley, President
Subject: December Mid-Month Update
Date: Thursday, December 12, 2024

Dear Board of Trustees,

Since our November Board meeting the following are key updates.

Aviation Expansion Project

As you know, we have shaped a \$14 million fundraising campaign to pay for the Aviation expansion project through: government support (\$3.75 million from the State, and \$550,000 from federal support), bonding (\$11 million), and private philanthropy (the NMC Foundation committing to raise \$1 million). This past month we received two anonymous gifts – one of \$150,000 and the other of \$100,000. With the private philanthropy goal for the campaign set at \$1 million, these two new gifts bring the Foundation near the 40 percent mark, with \$390,000 in philanthropic gifts so far.

The Freshwater Research and Innovation Center

Building upon the success of last year's piloting of the AquaHacking Challenge, Jason Slade is leading an effort to bring back the technology-based innovation challenge focused on the issues facing the Great Lakes and associated freshwater ecosystems. Thanks to NOAA/the Great Lakes Resilience Accelerator, NMC has earned a sub-award through gener8tor, resulting in \$70,000 (annually, for four years). This will allow us to launch the program in January, with final pitches occurring in October 2025, at the OCEANS 25 Conference in Chicago.

Acquisition of the Tow Vessel *Robinson Bay*

Last weekend, our newly acquired tug, Robinson Bay, left Massena, NY after ownership was ceremoniously transferred to GLMA. Our GLMA team got underway to Cleveland where the Robinson Bay will spend the winter in shipyard maintenance, for removal of the upper pilot house and other work. Next spring, the Robinson Bay will travel to her new home in Traverse City, to allow our GLMA cadets to learn towing, ship handling, and engineering processes onboard this legendary vessel.

Foundation Highlights

As noted above, this past month we received two anonymous gifts towards the Aviation Campaign – one of \$150,000 and the other of \$100,000, bringing the Foundation near the 40 percent mark of the \$1 million goal, with \$390,000 in philanthropic gifts so far. In addition, the Foundation's Finance and Audit Committee, this past month, recommended increasing the Foundation's endowment spending/contribution to NMC from 4.25% to 4.50%, resulting in an annual increase to NMC of \$60,000. The unanimous vote continues to signal the Foundation's strong support for the College's needs.

Brand Assessment and Strategy Development

PRMC is wrapping up this first of its kind branding project at NMC this month. The team is finalizing new comprehensive brand guidelines and undergoing a trademark review of the materials with legal counsel. The team will then begin implementation planning and incorporation into the next strategic plan to ensure the college fully embraces and lives into the refreshed NMC brand identity. The year-long, research driven initiative was funded by a Lumina Foundation grant.

Leadership Development at NMC

Thanks to the leadership of Hollie DeWalt (AVP HR) we are planning a New Leaders Learning Community (NLLC) to kick off at the start of the new year. We have done this in the past when we have had a number of new hires entering supervising/managing roles at NMC, to help support them in their development as leaders. Lori Hodek (Talent Development Coordinator) will coordinate the NLLC. Together, they will cover HR policies and practices, discuss NMC culture, answer questions, and help remove barriers for new supervisors. Our intention is that the participants form a support network with their fellow employees, and grow together as college leaders.

MPSERS Retirement Rate Reduction

In October I shared that Governor Whitmer signed House Bill 5803 as Public Act 127 of 2024. This bill provides permanent MPSERS relief for Michigan's community colleges and the K-12 system, lowering the employer contribution from about 21% to 15%. This 5% reduction will save NMC approximately \$850,000 annually. There's more good news. We have already received an electronic transfer from the state. Due to language in the FY 25 budget, community colleges are receiving the initial reimbursement this year!

Reconnect Age Expansion

This past month, the Senate Appropriations Committee passed Senate Bills 406 and 407, which would make the Michigan Reconnect age expansion to include adults 21-24 permanent through 2032. And, a couple of weeks ago the bills passed the Senate with bipartisan support 29-7. The bills have been transmitted to the House and are awaiting referral to a committee for further consideration. We remain optimistic that this age expansion will occur. The upside for NMC is obvious, with more students qualifying for financial support.

Serving on Senator Stabenow's Service Academy Interview Team

For the fourth year, I have had the honor of serving on Senator Stabenow's Service Academy Interview Team. It always occurs on a Saturday in November. It's so refreshing to meet these candidates, highschool seniors who are truly stand-outs. They have such focus, determination, and desire to serve their country. It's a privilege to meet them and share in their dreams of entering a US military academy; but even more so, to hear their stories and desire to make a difference.

Points of Pride

While there's always many things to be proud about, given accomplishments on campus, the following are highlights:

- At last month's Board of Trustees meeting you heard from faculty member, Cathy Warner who shared about her volunteerism with the **Mobile Food Pantry**. Within days the *Ticker* ran an article on the food pantry and Cathy's work. That article prompted an anonymous donor to step up with a donation to cover the pantry's operating costs for this next year.
- Extended Education & Training has specialized in serving lifelong learners ages 55+ for over four decades. In the last year, our Extended Education team has applied an innovative mindset to our offerings and developed unique learning opportunities, which include **International Tours**. This November, Extended Education successfully carried out a third international tour, this one to Greece (Italy - November 2023, Iceland - May 2024). With 18 participants, two guides, Dr. Christa Abdul-Karim (Extended Education Program Manager), and Brian Lillie (Chateau Chantal), this wine, food and cultural tour proved to be an engaging learning opportunity for our community. The median age of Extended Education International Tour registrants is 68. The average cost of an International Tour with Extended Education is \$7,300.00 per person.
- The **International Affairs Forum** raised \$18,325 from 22 donors on Dec. 2nd Giving Tuesday; total includes \$10,000 matching funds from a longtime supporter of IAF's student engagement efforts. The successful campaign was a result of expert execution by Katharine Marvin, Megan Bylsma, and the NMC Foundation team, in coordination with Alex Tank at IAF and ongoing efforts by the IAF Advisory Board Development Committee, led by David Summers. These results represent a 58% increase from FY24, IAF's initial Giving Tuesday campaign (\$11,576 from 27 donors).

Additionally, IAF has met and exceeded its FY25 MOU goal of 300 memberships. IAF is now supported by 302 memberships from within the regional community and beyond, including California, Florida, New York, Ohio, and Virginia, among others. These membership efforts have benefited from the dedication of the IAF Advisory Board Membership Committee, led by Linda and Ed Ketterer. 302 memberships for FY25 YTD represents a 14% increase from 265 memberships in FY24.

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:

- [Supporting student success beyond academics](#)—Community College Daily
- Minerva Project: How Universities Can Create Distinctive Educational Experiences (attached)

Upcoming Dates of Note

- **December 13**—NMC Employee Holiday Party (Hagerty Center)
- **December 16**—Regular Monthly Meeting (TJNIC)
- **December 18**—Rescheduled Reception honoring Doug Bishop & Bill Marsh (Lobdell's)
- **December 24-January 1, 2025**—College Closed for Holiday Break
- **January 27, 2025**—Regular Monthly Meeting (TJNIC)
- **January 31, 2025**—Traverse Connect Policy Conference & Annual Gala (Grand Traverse Resort)
- **February 6-7, 2025**—Board Retreat (Lakemore)



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

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

MEMO

To: Northwestern Michigan College Board of Trustees
Cc: Dr. Nick Nissley, Ed.D.
From: Gabe Schneider, Founder/Principal, Northern Strategies 360
Date: December 9, 2024
Re: **State/Federal Legislative Update**

State

Lame Duck

There are only five legislative session days scheduled between now and the end of the year. Democrats who control both the House and the Senate are scrambling to advance priorities before they lose the speakers gavel in the House at the end of this session. However, due to illness and protest, several Democrats have not been on the floor, reducing Democrat's slim margin to pass bills with only their own caucus from 56 to 54, one vote less than what is needed to advance legislation on a party line vote. As a result, House and Senate Committees have seen the bulk of the action with over 150 bills up for a hearing this last week alone. As a result, it is unclear what will get done in lame duck due to a lack of consensus on priorities and the ability of Democrats to muster enough votes to pass bills.

Supplemental Spending Bill

While there continue to be some rumblings that a supplemental spending bill will be assembled before the end of the year, we have not seen any Appropriations Committee actions so far. In addition, there is a general consensus that the focus of the bill will be on large macro level economic initiatives including a chip manufacturing plant and potentially funds to demolish the Renaissance Center in Detroit. What is less clear is other member specific priorities will be included and/or Capital Outlay authorizations.

Michigan Reconnect Bills

Following Senate Appropriations Committee approval of SB 406 and SB 407, the full Senate passed his bill package which will make the Michigan Reconnect age expansion to include adults 21-24 permanent through 2032. The legislation now heads to the House for consideration. Senator Damoose supported this legislation in the Senate.

Open Meetings Act Legislation

Following passage by the Senate Committee on Local Government, the full Senate passed SB 1023 which would expand the grounds for going into closed session when a public body consults with its attorney. This would include but is not limited to pending or notice of potential litigation which the public body or a member of the public body is a party or a potential party, and the attorney's oral or written legal opinion. This legislation now goes to the House Government Operations Committee for consideration. The Senate also sent SB 870 to the House with support from all democrats and two republicans. [SB 870](#) would allow persons on public boards with disabilities to participate remotely.

Public Employee Health Care Insurance Law

Legislation introduced in the House and Senate seek to repeal or amend PA 152 of 2011, the Publicly Funded Health Insurance Contribution Act, which sets maximum amounts public employers may pay towards employee health insurance. While the approach differs in each chamber, there is clearly a desire amongst some democrats to amend PA 152 before the end of the year.

- [HB 6136](#): Repeals PA 152, meaning there would be no cap on public employer expenditures for employee medical benefit plans.
- [SB 1129](#): Amends PA 152 to gradually, annually increase the employer cap from 80% in 2024 to 81.5% on Jan. 1, 2029 and beyond.
- [SB 1130](#): Amends PA 152 to increase the “hard cap” and schedule increases based on the medical component of CPI for preceding 12 months.

Federal

119th Congress

With Republicans having control of both chambers of Congress and the Presidency next session, they will look to advance much of their legislative agenda through the budget reconciliation process (filibuster proof) and will pursue an aggressive timeline to deliver results in the first 100 days.

In the House, the Education and Workforce Committee will have a new Chair with current Chair, Dr. Virginia Foxx being term limited in that role. Reps. Burgess Owens (R-UT) and Tim Walberg (R-MI) are vying for the chairmanship. Rep. Wallberg has served on the committee for his entire 8 term run in Congress. He is a strong supporter of Workforce Pell.

In the Senate, the Committee on Health, Education, Labor and Pensions (HELP) will be led by Sen. Bill Cassidy (R-LA). Cassidy is a strong supporter of community college issues.

As Republicans look to advance their agenda, there will be pressure to offset any tax cuts or spending with savings and compliance with spending caps handed down by leadership.

FY25 Budget

With government funding for the current fiscal year expiring on December 20th, Congress is likely to pursue another short-term Continuing Resolution (CR) through March 2025. This may result in reductions from current FY24 spending levels and as a full year spending bill is debated next year, Congress will look to reduce discretionary, non-defense spending. This includes implementing new statutory caps on annual appropriations as part of the upcoming debt ceiling debate.

Secretary of Education

President elect Trump has announced his selection for Secretary of Education, Linda McMahon. Ms. McMahon is perhaps best known for her cofounding of World Wrestling Entertainment (WWE) before entering the political arena, running for a U.S. Senate seat and then leading the Small Business Administration in the first Trump administration. Her most relevant experience with education issues comes from her year on the Connecticut Board of Education in 2009 as well as a years-long tenure on the board of trustees for Sacred Heart University (CT). Relevant to community colleges, Ms. McMahon has recently authored an opinion piece expressing support for the Bipartisan Workforce Pell Act.

Workforce Innovation and Opportunity Act (WIOA)

In late November, leaders of the Health, Education, Labor, and Pensions (HELP) Committee in the Senate and the Education and Workforce Committee in the House of Representatives unveiled a bipartisan, bicameral agreement to reauthorize the Workforce Innovation & Opportunity Act (WIOA). The challenge now will be

finding time on the floor for consideration of the bill in both chambers before the end of Congress. The more likely approach will be finding a legislative vehicle like the National Defense Authorization Act (NDAA) or a Continuing Resolution (CR) extension to attach the legislation in order for it to become law before this Congress adjourns.

The revised "A Stronger Workforce for America Act (ASWAA)" includes one of ACCT's top legislative priorities which is the codification of the Strengthening Community College Training Grant (SCCTG). SCCTG has been in existence for about five years, and it was established through the FY 2020 funding legislation. However, it was never codified into law and was subject to the discretion of appropriators for continued funding. In the new proposal the program is renamed as the Strengthening Community College Workforce Development Grant.

PASSAGES

UNHCR Refugee Simulation Game

*International Services and Service Learning,
International Affairs Forum, Multicultural Club,
Student Life, Special Assistant to the
President for DEIB*



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Michigan College

Register now for a unique simulation game confronting the plight of refugees!

PASSAGES

FRIDAY, SEPTEMBER 27, 2024 9:00 A.M. - 1:00 P.M. 30 STUDENT MAX.

Scan the code and register soon!



Experience what forces people into refugee situations and the train of events that brings them to refugee camps and beyond. Consider possible solutions to refugee problems, particularly with regards to integration within the country of asylum and repatriation to the country of origin.

This role-playing game will take place on the NMC Main Campus, Eastern Ave property, & East Bay

Sponsored by NMC International Services and Service Learning, Multicultural Club, International Affairs Forum, Student Life, and the Special Assistant to the President for DEIB.
For more info, contact Jim Bensley - jbensley@nmc.edu

A unique simulation game developed by the United Nations High Commission on Refugees confronting the plight of refugees.

Friday, September 27, 2024 9:00 a.m. - 1:00 p.m. The game allowed 30 students to:

- Discover the concrete problems which confront refugees
- Feel the psychological anguish caused by separation and flight
- See what forces people into refugee situations and the train of events that brings them to refugee camps and beyond
- Think about possible solutions to refugee problems, particularly with regards to integration within the country of asylum and repatriation to the country of origin
- Adopt a more welcoming attitude towards refugees in their own communities and become motivated to undertake actions on behalf of refugee families



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It was decided to offer the Passages simulation in September due to it being a topic of interest in the upcoming election and also in preparation for the October IAF presentation on

Global Migration and the Southern Border



Alan Bersin

Former Assistant Secretary in the Office of Policy at the U.S. Department of Homeland Security 2012-17

Former Commissioner of U.S. Customs and Border Protection 2010-11



Andrew Selee, Ph.D.

President, Migration Policy Institute

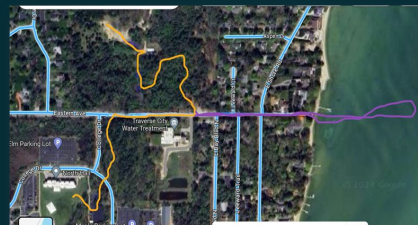
Former founder & executive VP of the Mexico Institute at the Wilson Center



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Location



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“Getting an Idea of what these people go through - it’s incredible. It gave me more perspective on how hard it is for them to come here, or another country. There are so many different challenges for them. It was really eye opening.”



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Scenario 1: **Choosing Families & Evacuation**



The players were first grouped into “families” and had to familiarize themselves with their imaginary roles and backgrounds. They were then packed into a cramped utility van and taken to an unidentified site to begin their journey.



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Scenario 2: **Escape and Separation**

Students were blindfolded, scattered around an open area in the woods, and went through the experience of escape and separation from their home, friends and perhaps their family by playing a game that simulates a situation in which people are fleeing a bombardment.



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“I remember trying to think how a child would react to being lost in the dark, with all the chaos of a community trying to find one another.”



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Scenario 3: Emergency Supply Case

Before leaving home, most refugees must decide what to take with them. They usually have only a few minutes to decide what is - or will be - most important to them. Each family member had just a few minutes to decide on one item from a collection of things that may or may not prove essential on their journey.



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Scenario 4: Temporary Shelter

The journey to the country of asylum is rarely made in one day and it is usually made in several stages. On the way, refugees often must spend several nights in extremely difficult conditions, characterized by fatigue and overcrowding



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“I felt really engaged when we were in the temporary shelter and there were people outside banging on the door and yelling in a unidentified language. It was dark and confusing and I felt as though I was actually protecting my own family!”



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Scenario 5: **Deciding to Leave**

Refugees leave their countries because they are forced to do so. Nevertheless, the decision to go into exile is a difficult one, fraught with periods of doubt and questioning. Refugees think about what they are leaving behind and wonder what awaits them across the border.



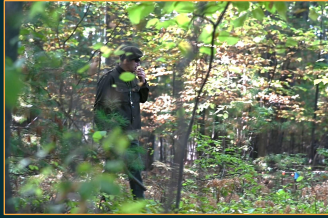
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"I truly felt we could only go as far as our weakest link. If someone was down and needed help, it was up to us to get them up and moving forward."



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"The guards were looking for bribes. I had nothing to buy my way into safety. I felt very helpless and looked around hoping someone else had something with which to bribe the guards."

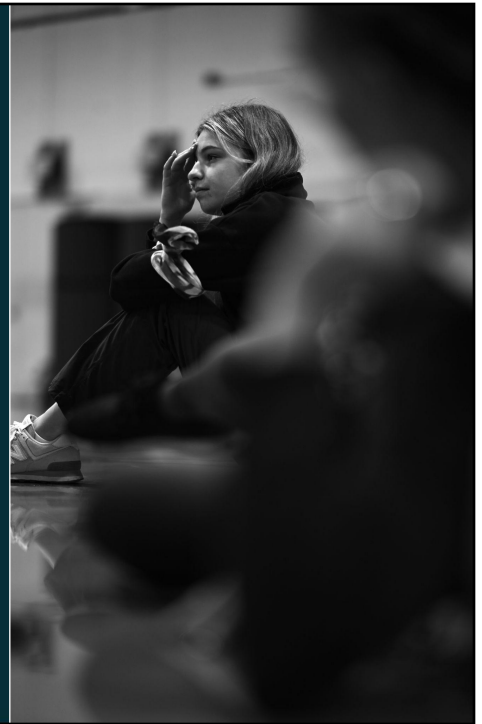


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Scenario 7: **Setting Up Camp**

After crossing the border, many refugees must settle down and live in camps. Humanitarian aid helps provide water, food, shelter and first aid. But life in these camps is harsh. There is often a lot of frustration felt by refugees who find themselves in a camp situation.



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Scenario 8: **The Family Spokesperson**

Refugees must go through a series of interviews with the authorities of the host country. These can prove to be very difficult tests. They must explain why they are asking for asylum, often without knowing what the criteria for acceptance are.

Refugees must also think about what kind of attitude to adopt in order to convince the authorities to let them into the country, even temporarily.



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"I generally didn't know what I should do, I couldn't communicate with any of the officials there. That was a nightmare. There was a huge communication barrier. We were miserable and needed help."



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Scenario 9: **Meeting the Local Population**

For asylum-seekers who are granted refugee status and therefore have the right to stay in their host country, there are still more challenges to overcome. They often do not know the local language and as a result have trouble communicating and integrating with the local population.

Scenario 10: **Repatriation**

There are three lasting solutions to the plight of refugees and it is part of the UNHCR mandate to work towards the most suitable of the three: **voluntary repatriation to the refugees' home country; integration into the first country of asylum; or resettlement of refugees in a third country.** The vast majority of refugees want to go back home one day, even when the living conditions that await them are very difficult and may include a scarcity of resources, dismantled infrastructure, economic hardship, and sometimes even land mines which might still be scattered around the countryside.



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Debrief

During the final portion of the game, participants were joined by NMC international students from Nicaragua, Syria, and Afghanistan who shared their own deeply moving experiences as refugees



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“The moment that really solidified everything was afterwards when four students who had experienced refugee displacement shared their experience with us. It was a very grounding moment. The heartfelt losses that were shared put into perspective that the reality of this experience was about people’s lives. It has, and was, affecting the lives of fellow students as well others in our community.”



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*"We got to go home after five hours.
Some people are still waiting."*



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Syrian repatriation 12/10/2024

<https://globalpost.com/stories/european-countries-freeze-syrian-asylum-claims-days-post-assad/>



Northwestern
Michigan College



MEMO
**Office of the
President**

To: NMC Board of Trustees
From: Nick Nissley, President
President's Council
Subject: December 2024 Executive Summary

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

- Due to the early meeting this month, December's financials will be reported in January.
- The first FY25 projections will also be shared in January.

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

- Registration for the 2025 spring and summer semesters opened on October 16, 2024.
- Currently, contact hours are up 7.2%. Contributing factors include a 24.4% increase in admits registered and a 2.6 percentage point increase in the rate of retained students.

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

Paid Media - ↑

- Applications: 138
- Accounts: 154
- All other media KPIs were up MOM, YOY or both
- The printed new community report was sent to all Grand Traverse County individual and business taxpayers, as well as other key constituents. Reviews have been overwhelmingly positive. We will continue to share the content across all media.
- We are nearing the end of the brand assessment and strategy development with the completion of the brand guidelines and trademark review.

Strategic Plan (NMC Next) –Jason Slade, Vice President for Strategic Initiatives

- This month's strategic plan update focuses on Strategy 4 - Community Partnerships and Engagement. This strategy includes objectives tied to community engagement, the financial performance of Extended Education Services, development of workforce and professional training, and increased access to 4-year educational pathways. This strategy

is on track with 2 of the 4 objectives currently classified as “green.” These objectives are focused on workforce and technical training and access to 4-year pathways. Upgraded to “yellow,” Extended Educational Services (EES) continues to report significant financial performance improvements since the plan’s inception. Community partnership activities continue but this objective has shifted to align with the Foundation’s strategic plan, allowing the college to maximize resources and streamline efforts. The CAAS survey will be executed in April/May to align results for Strategy 4 with the conclusion of this strategic plan.

**NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
MINUTES
Monday, November 25, 2024
Timothy J. Nelson Innovation Center
Room 106/107**

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, Bill F. Marsh, Kennard R. Weaver, Chris M. Bott, Douglas S. Bishop, Kenneth E. Warner

Trustees participating remotely: Andrew K. Robitshek, from Green Bay, WI

Also present: President Nick Nissley, Lynne Moritz, Mark Keely, Pam Horne, Kyle Morrison, Diana Fairbanks, Troy Kierczynski, Todd Neibauer, Stephen Siciliano, Hannah Rodriguez, Lindsey Dickinson, Marcus Bennett, Hollie DeWalt, Jason Slade, Dan Wasson, Cathy Warner, Becca Richardson, Dino Hernandez, Lexi Galla, Kathryn DePauw, Ken Peress, Alex Bloye

REVIEW OF AGENDA—The agenda was accepted as presented.

STRATEGIC FOCUS

Mission & Values in Action: College Edge—Hannah Rodriguez, Student Success Coordinator, and Spencer Dewey, Pre-Respiratory Therapy Student, explained the College Edge program and the impact the supportive program has on student success. Fifty students have participated in the program since Summer 2023; there is an 89% fall-to-fall retention rate among those participants. Dewey shared his experience in the College Edge program.

In response to a question on how to scale up the various College Edge sessions, Rodriguez explained the varied session times and challenges with scheduling for adult students, especially those with childcare needs. President Nissley shared that supplemental Success Coaches will transition to full time positions in the near future.

Diversity, Equity, Inclusion, and Belonging—Jason Slade, Vice President of Strategic Initiatives and Dr. Marcus Bennett, Special Assistant to the President for Diversity, Equity, Inclusion, and Belonging, provided an update on the DEIB strategy, including sharing results from a survey conducted by Brooklyn College. Slade highlighted DEIB events and initiatives intended for employees as well as students. Bennett provided a high level summary of the key findings from the Brooklyn College survey, including challenges and successes.

REPORTS AND PRESENTATIONS

PRMC Redesign Update—Diana Fairbanks, Associate Vice President of Public Relations, Marketing, and Communications, reviewed the launch of a strategic enrollment marketing function of the college. In the spring of 2021, the Board of Trustees invested in PRMC utilizing the Fund for Transformation, which allowed for a multi-departmental approach to marketing and enrollment. Fairbanks described how the evolution to strategic coordination and data driven work to support measurable objectives in the college's strategic plan.

Faculty Report: Mobile Food Pantry—Cathy Warner, English & CIT Instructor, shared the origins of the Mobile Food Pantry. While implementing the Experiential Learning model into her English 111 course, one student shared awareness of food insecurity and the mobile food pantry system. The student’s proposal, working in collaboration with the NMC Foundation, received a grant to host the mobile food pantry twice per month. Warner emphasized research showing student retention rates increased at institutions with support for students with food insecurity.

PUBLIC INPUT—There was no public input offered.

UPDATES

President’s Update—President Nick Nissley acknowledged the work of Diana Fairbanks and the PRMC team with the investment into the strategic marketing function of the college. Nissley also shared the NMC Foundation’s Finance and Audit Committee is starting a student investment fund which will incorporate experiential learning. The Aviation Hangar Expansion project is underway, with groundbreaking occurring within the past month; Nissley highlighted recent fundraising efforts through the Foundation related to the project. After completing a third party safety and security assessment, Nissley stated there is a prioritized action plan that also engages employees across the college to highlight this priority throughout NMC. A new Campus Safety Coordinator will begin work in December. Hollianne McHugh, Technical Instructor, received the 2024 Community Builder Award from Cunningham-Limp, for her work in creating the Hawk Owl Hangout in Parsons Stulen to create a lounge for students to use before and after classes. Chair Oblinger thanked President Nissley for encouraging thoughtful creativity across the college.

Board Chair Update—Chair Laura Oblinger applauded the recent community report developed by PRMC and the work being done by faculty, staff, and students that is shared throughout the publication.

ACCT Leadership Congress—Trustees that attended the recent Leadership Congress hosted by the Association of Community College Trustees.

The approvals and authorizations at this point in the agenda reflect votes of those trustees present in-person per the Michigan Open Meetings Act.

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

- Minutes of the October 21, 2024, regular meeting
- Minutes of the November 19, 2024, study session
- Enrollment Report—*Todd Neibauer, Vice President for Student Services and Technologies*
- Financial Report—*Troy Kierczynski, Vice President of Finance and Administration*
- PRMC—*Diana Fairbanks, Associate Vice President of Public Relations, Marketing, and Communications*
- Foundation Report—*Dino Hernandez, Vice President of College Advancement and Executive Director, NMC Foundation*

(Continued on next page)

- Sensitive Information Report—*Troy Kierczynski, Vice President of Finance and Administration*
- Presidential Performance and Compensation Committee—*Laura Oblinger, Committee Chair*
- Executive Committee—*Laura Oblinger, Committee Chair*
- Policy Committee—*Chris Bott, Committee Chair*
- Audit Committee—*Kennard Weaver, Committee Chair*

ACTION ITEMS

Resource Guidelines—On a motion by Doug Bishop, seconded by Bill Marsh, the Board approved the NMC Resource Guidelines for 2025-2026 as presented. The motion passed unanimously.

Board Policy—Doug Bishop made a motion, seconded by Chris Bott, to adopt Policy A-103.00 Committees (amended) on a first-reading basis. Trustee Bott explained the previous version of the policy focused only on special committees. The motion passed unanimously.

Presidential Contract—On a motion by Kennard Weaver, seconded by Ken Warner, the Board approved the amendments to the president's contract as presented. The motion passed unanimously.

Aircraft Purchase—Kennard Weaver made a motion, seconded by Doug Bishop, authorizing administration to enter into an aircraft purchase agreement with Textron Aviation, Inc. for the purchase of two (2) new 2028 Cessna Skyhawk 172's at the amount of \$680,000 each (\$1,360,000 total) for delivery by Q1 2028. The motion passed unanimously.

Closed Session—Kennard Weaver made a motion, seconded by Chris Bott, that the Board adjourn the open session and consider in closed session (pursuant to Subsection 8(a) of the Open Meetings Act, MCL 15.268) the mid-year evaluation of the president, per his request for a closed session. The motion passed with the following roll call vote: Yes—Kennard Weaver, Ken Warner, Doug Bishop, Bill Marsh, Chris Bott, Laura Oblinger; No—none; and the Board went into closed session at 6:51 p.m.

Reconvene Regular Meeting—On a motion by Kennard Weaver, seconded by Doug Bishop, the closed session was adjourned and the open session was reconvened at 7:22 p.m. with the following roll call vote: Yes—Doug Bishop, Ken Warner, Kennard Weaver, Chris Bott, Bill Marsh, Laura Oblinger; No—none.

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

ADJOURNMENT—The meeting adjourned at 7:23 p.m.

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

SIGNED _____
Laura J. Oblinger, Chair

ATTESTED _____
Chris M. Bott, Secretary



**Northwestern
Michigan
College**

EMO Enrollment Services

To: Dr. Nick Nissley, President
 From: Todd Neibauer, VP for Student Services and
 Technologies Date: December 9, 2024
 Subject: Spring 2025 Enrollment Update

Spring 2025

Registration for the 2025 spring and summer semesters opened on October 16, 2024. Currently, contact hours are up 7.2%. Contributing factors include a 24.4% increase in admits registered and a 2.6 percentage point increase in the rate of retained students.

There is an overall increase in headcount of 242 students over this time last year which includes 94 additional high school enrolled students and 155 additional students aged 21 and over. This would explain the increase in headcount coinciding with a decline in average contact hours(-3%).

Orientations for new students will continue through January 2025.

	Spring 2022	Spring 2023	Spring 2024	Spring 2025	Δ
Inquiries	1,242	1,195	1,348	1,471	9.1%
Applicants	1,225	1,178	1,316	1,443	9.7%
% Applied	98.6%	98.6%	97.6%	98.1%	0.5%
Admits	937	863	919	1,069	16.3%
% Admitted	76.5%	73.3%	69.8%	74.1%	4.3%
Admits Registered	430	476	460	572	24.4%
% Admits Registered	45.9%	55.2%	50.1%	53.5%	3.5%
Prior Admits Registered	6	0	2	0	-100.0%
Retained Students	1,926	1,820	1,767	1,912	8.2%
% Retained	58.4%	58.7%	56.1%	58.7%	2.6%
Return Students	104	86	82	69	-15.9%
Average Contact Hours	11.02	11.1	11.18	10.85	-3.0%
Total Headcount	2,466	2,382	2,311	2,553	10.5%
Total Contact Hours	27,175	26,437	25,830	27,696	7.2%
Tuition	5,340,094	5,459,106	5,711,877	6,109,698	7.0%

(Resources: Digital Dashboard – Same Date Comparison SP2022-2025)



MEMO

**Public Relations, Marketing,
and Communications**

To: Nick Nissley, President

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

Date: 12-6-24

Subject: November 2024 Monthly Report

Firstly, thank you to you and the Board of Trustees for your enthusiastic support for the transformation of PRMC into a strategic, integrated enrollment marketing communications team. Over the past three years, this effort has required significant focus and collaboration, yielding remarkable results that reflect the priorities you've set for the college. It's exciting to see the momentum your vision has created. We remain focused on fulfilling the priorities you've established as we continue building on this momentum.

For the month of November, PRMC saw positive results across all media. Paid digital campaigns were up YOY. Highlights include increased performance for the adult, traditional, GLCI and GLWSI campaigns. Earned media performance was up MOM and YOY. Highlights include the new GLMA tugboat, homeless awareness walk and Veteran's Day ceremony. NMC Now gained new and increased open rates highlighting the [new community report](#) and [apprenticeships](#). The printed new community report was sent to all Grand Traverse County individual and business taxpayers, as well as other key constituents. Reviews have been overwhelmingly positive. We will continue to share the content across all media. Shared media was up MOM and YOY. We do see some engagement impact due to a shift in paid strategy. November's highest performing posts include the food pantry, Thanks for giving, Mariner's memorial and aviation. Finally, we are nearing the end of the brand assessment and strategy development with the completion of the brand guidelines and trademark review. We will next begin implementation planning and incorporation into the new strategic plan. NMC Public Relations, Marketing and Communication key performance indicators for November 2024 include:

Paid Media -

- Applications: 138
- Accounts: 154

Earned Media -

- Media mentions: 159
- Positive/neutral sentiment: 100%
- Publicity value: \$278,600

Owned Media -

- NMC Now:
 - Subscribers: 924
 - Open Rate: 51%
- Community report

Shared Media

- Facebook followers: +3% YOY
- Facebook engagement: -38% YOY
- Instagram followers: +9% YOY
- Instagram engagement: +22 YOY



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

From: Dino M. Hernandez, Chief Advancement Officer
Vice President of College Advancement, Executive Director, NMC Foundation

Date: December 16, 2024

Subject: Foundation Update

Update on Philanthropic Activity

As of December 3, 2024, the fiscal year is 42% completed. 43% of the budgeted goal of \$2,575,000 in new cash gifts and pledges has been received, with 2,109 gifts and pledges recorded.

FY25 Total Dollars Raised Through the NMC Foundation

\$1,031,789	Total cash gifts and pledges received to date (including The Fund for NMC)
\$58,271	Gross event revenue
+ \$0	Additional cash received from previously documented planned gifts
\$1,090,060	Total raised through donations, event revenue, and realized planned gifts
+ \$0	New documentation of planned gift intentions
\$1,090,060	Total raised, including new planned gift intentions

Of the total raised (cash, pledges, and planned gifts), donors are impacting the following areas of the college as of December 3, 2024:

- Unrestricted gifts to the Fund for NMC - \$153,194 (15% of total giving)
- Scholarships, both restricted and endowed funds - \$206,935 (20% of total giving)
- Program support and capital projects at NMC - \$671,660 (65% of total giving)

Foundation Initiatives

- In November the NMC Foundation secured \$185,000 from 3 major gifts (defined as gifts \$25,000 and above). To date in December, the Foundation has secured 2 major gifts totaling \$100,000. There are many more major gift conversations in process and we look forward to updating you as those conversations mature.
- #Giving Tuesday: Generous donors contributed \$56,585 to four causes at NMC: the Student Emergency Fund, benches at the Dennos Museum Center, College for Kids scholarships and Inspiring Young Global Leaders through IAF.
- The Mahogany Foundation was inspired after reading more about Cathy Warner's work with the mobile food pantry and made a \$15,000 pledge to fund the mobile pantry for another year.
- The NMC Foundation secured two anonymous gifts, one of \$150,000 and the other of \$100,000, for the Aviation Division to expand its hangar, purchase additional aircraft, and relocate its classrooms. The gifts were received as part of Next Level: The Campaign for NMC Aviation, a fundraising initiative to build the Aviation Division's capacity and admit more students into the program each year. This brings the fundraising total to \$390,000.

Northwestern Michigan College
Board of Trustees
Building & Site Committee Minutes
December 10, 2024
Gray Conference Room 202-F
2200 Dendrinis Drive
Traverse City, MI 49686

Committee Chair Ken Warner called the meeting to order at 2:30 p.m.

Members Present: Ken Warner, Chris Bott, Kennard Weaver

Others Present: Nick Nissley, Lynne Moritz, Troy Kierczynski, Jerry Tomczak, Kathryn DePauw, Doug Smith, Tyler Ritchie, Jason Slade

Aviation Hangar Expansion Project Update—Jerry Tomczak, owner’s representative for the project, provided an update on the Aviation hangar expansion project. Groundbreaking on the expansion began in the fall and the pre-engineered building portion is expected to arrive in January. The project is anticipated to be completed by the end of August 2025.

University Center—Doug Smith and Taylor Ritchie, of Plante Moran Realpoint (PRM), provided an explanation of the services provided by PRM and reviewed PRM’s strategic use and options analysis of the University Center.

Public Input—There was no public comment offered.

Other Discussion—A follow up meeting with the committee will be scheduled to continue discussing the strategic use and options associated with the University Center.

The meeting was adjourned at 3:35 p.m.

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

Northwestern Michigan College
Board of Trustees
Policy Committee Minutes
December 10, 2024
Gray Conference Room 202-F
University Center
2200 Dendrinos Drive
Traverse City, MI 49686

Committee Chair Chris Bott called the meeting to order at 3:37 p.m.

Members Present: Chris Bott, Doug Bishop (arriving at 3:43), Ken Warner

Others Present: Nick Nissley, Lynne Moritz, Kathryn DePauw

Trustee Vacancy Policy—Chair Bott reviewed the purpose of developing a formal trustee vacancy policy. It was noted that legal counsel is reviewing the draft policy to ensure it does not conflict with applicable laws. Ken Warner made a motion, seconded by Doug Bishop, to send the policy for first reading by the full Board of Trustees at their upcoming regular meeting on December 16, 2024.

Public Input—There was no public comment offered.

The meeting was adjourned at 3:44 p.m.

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



Resolution of Appreciation

DOUGLAS S. BISHOP

WHEREAS, Douglas Bishop has served as an Northwestern Michigan College trustee for 18 years, from his initial appointment in July 2006 and subsequent election later that year, and re-elections in 2012 and 2018;

•

WHEREAS he served seven years as a Board officer, including treasurer, secretary and chair from 2013-2015;

•

WHEREAS he has served on multiple board subcommittees, including the Barbecue Board, Presidential Performance & Compensation, Fellows Nominating, Revenue/Funding study group, Building & Site;

•

WHEREAS his longtime service on the Foundation Board and Policy Committee in particular made him a source of stability and in-depth expertise;

•

WHEREAS as a graduate of the U.S. Naval Academy who served five years active duty as a surface warfare officer and a retired captain in the U.S. Naval Reserve, his unwavering presence at ceremonies like the Mariners Memorial and Veterans Day reminds us of the importance of honoring those who serve;

•

WHEREAS his support for the Great Lakes Maritime Academy has been steadfast, from graduations to Board of Visitors meetings, ensuring we remain a leader in maritime education.

•

WHEREAS his leadership beyond NMC, with organizations like the Traverse City Area Chamber of Commerce, Trojan Athletic Boosters, Third Level Crisis Center and the Grand Traverse Bay YMCA exemplifies his dedication to this community;

•

THEREFORE, we gratefully acknowledge Doug Bishop's service, commitment and dedication to Northwestern Michigan College.



Resolution of Appreciation

BILL F. MARSH

WHEREAS, Bill Marsh has served Northwestern Michigan College in multiple capacities for decades, culminating as trustee from February-December 2024;

•

WHEREAS his leadership on NMC's strategic planning steering committee helped create *NMC Next*, positioning us to better serve students and shape the future of this college;

•

WHEREAS his advocacy for innovation through the Office of Possibilities has set a tone of bold, forward-thinking action;

•

WHEREAS as a 2020 NMC Fellow, his generosity and commitment to the college, both personally and professionally, are illustrious;

•

WHEREAS he served on Foundation board from 2010-2024, including serving as annual fund co-chair and chair;

•

WHEREAS as a partner in the Bill Marsh Auto Group for more than three decades, he is a strong spokesperson and effective advocate for NMC in northern Michigan's professional community;

•

WHEREAS he and his wife Debbie, both personally and through the Bill Marsh Auto Group, have donated to NMC for decades, supporting wide and diverse programs;

•

THEREFORE, we gratefully acknowledge Bill Marsh's service, commitment and dedication to Northwestern Michigan College.

Laura Oblinger, *Chair of the Board of Trustees*

Nick Nissley, *NMC President*



**Northwestern
Michigan
College**

To: Dr. Nick Nissley, President
From: Jason Slade, Vice President of Strategic Initiatives
Date: December 9, 2024
Subject: Michigan New Jobs Training Program (MNJTP) - New & Amended Agreements for Board Approval - December 16, 2024 Board of Trustees Meeting

Recommendation

New agreements:

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

- NONE

Agreement amendment:

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

- Cherry Republic (1 of 2). Amend the previous agreement dated October 24, 2022. This agreement increases the budget from \$450,000 to \$650,000. Amended agreement date is December 16, 2024.
- Cherry Republic (2 of 2). Amend the previous agreement dated April 22, 2024. This agreement increases the budget from \$473,498 to \$646,401. Amended agreement date is December 16, 2024.
- Strata Design. Amend the previous agreement dated February 27, 2023.. This agreement increases the budget from \$122,903 to \$250,000. Amended agreement date is December 16, 2024.

With the amendment(s):

- Net new jobs qualified under all agreements are projected at 1,148.
- Training expenditures are now valued at over \$11.3M for the region, delivered through 2034.

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 one-year period preceding the date of an agreement
- Are new jobs that pay at least the county's ALICE rate when the contract is signed
 - ALICE rates for reference: Wexford \$16.58, Benzie \$18.10, Kalkaska \$18.13, Antrim \$18.72, Grand Traverse \$19.46, Leelanau \$28.40 (highest in the state)
 - Old contract may meet the 175 percent of the Michigan minimum wage
- Are new jobs that result in a net increase in employment in this state for the employer

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-052; AMENDMENT #7

This amendment between Northwestern Michigan College and Cherry Republic dated December 16, 2024, amends the previous agreement dated October 24, 2022. The Agreement increases the budget from \$450,000 to \$650,000.

PART I

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

Finance

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

Training

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

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

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

3. The Employer certifies that the number of jobs on its payroll in Michigan as of January 7, 2013, the date of the Preliminary Agreement, was 29 and that the highest number of jobs on its payroll in Michigan in the last 12 months prior to the date of the Preliminary Agreement was 31. Two positions remain open as of the date of the Preliminary Agreement.
4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
5. The effective date of this Agreement shall be April 22, 2013 (the “Effective Date”).
6. The term of this Agreement shall be thirteen (13) years, expiring April 21, 2026, provided this Agreement shall not terminate and the obligations, representations, warranties, covenants, and agreements of the Employer hereunder shall continue until the Program Costs have been paid in full as provided herein.

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

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

Estimated Budget

1.	Training	\$ 565,217
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 84,783
	TOTAL	\$ 650,000

Final Costs

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

Acknowledged this 16th date of December 2024.



Todd Ciolek, Chief Executive Officer
Cherry Republic

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	50
B.	Expected date by which new jobs will be filled:	12/31/13
C.	Estimated costs of training:	\$565,217
D.	Expected begin date:	05/01/13
E.	Expected end date:	04/21/26

II. Description of Training

- Service Training Development
- Train-the-Trainer
- ERP
- Machine – Production Line Filler
- Machine – Production Line Caper
- Marketing: Web Design for Magento
- Marketing: Web Development
- Bakery Development
- Human Resource Certification
- Lean Champion
- Leadership Skills
- HACCP
- Hoshin Planning
- Innovation Planning
- Service from the Heart
- Trailhead Leadership I
- Trailhead Leadership II
- Fun with Fruit and Finance
- Diversity in the Workplace
- Get More Done
- Leadership Coaching

III. Description of Training Equipment

EXHIBIT C

Employer Projections of Payroll and New Jobs Credit

Year of Agreement	Estimated Payroll of New Positions	Estimate of Diverted Payroll Taxes	Cumulative Diverted Payroll Taxes
1	\$ 1,176,470	\$ 50,000	\$ 50,000
2	\$ 1,176,470	\$ 50,000	\$ 100,000
3	\$ 1,176,470	\$ 50,000	\$150,000
4	\$ 1,176,470	\$ 50,000	\$200,000
5	\$ 1,176,470	\$ 50,000	\$250,000
6	\$ 1,176,470	\$ 50,000	\$300,000
7	\$ 1,176,470	\$ 50,000	\$350,000
8	\$ 1,176,470	\$ 50,000	\$400,000
9	\$ 1,176,470	\$ 50,000	\$450,000
10	\$ 1,176,470	\$ 50,000	\$500,000
11	\$ 1,176,470	\$ 50,000	\$550,000
12	\$ 1,176,470	\$ 50,000	\$600,000
13	\$ 1,176,470	\$ 50,000	\$650,000

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.

MICHIGAN NEW JOBS TRAINING AGREEMENT

PART III

An agreement to provide for:

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

PROJECT: PROGRAM SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III PROJECT FUND

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

ARTICLE IV NEW JOBS CREDIT FROM WITHHOLDING

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

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

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

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

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

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

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

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

ARTICLE V REIMBURSEMENT OF EMPLOYER TRAINING EXPENSES

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

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

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

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

ARTICLE VI NEW JOBS TRAINING REVENUE BONDS: SECURITY

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

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

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

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

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

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

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

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

ARTICLE VII COVENANTS, REPRESENTATIONS, AND WARRANTIES

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

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

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

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

ARTICLE VIII EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

ARTICLE IX MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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


NORTHWESTERN MICHIGAN COLLEGE

Name: _____
Nick Nissley

Title: President

Date: December 16, 2024

CHERRY REPUBLIC

Name:  _____
Todd Ciolek

Title: Chief Executive Officer

Date: December 16, 2024

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-219; AMENDMENT #5

This amendment between Northwestern Michigan College and Cherry Republic dated December 16, 2024, amends the previous agreement dated April 22, 2024. This Agreement increases the funding from \$473,498 to \$646,401.

PART I

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

Finance

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

Training

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

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

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

3. The Employer certifies that the number of jobs on its payroll in Michigan as of July 26, 2018, the date of the Preliminary Agreement, was 75 and that the highest number of jobs on its payroll in Michigan in the last 12 months prior to the date of the Preliminary Agreement was 75.
4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
5. The effective date of this Agreement shall be September 24, 2018 (the “Effective Date”).
6. The term of this Agreement shall be fifteen (15) years, expiring September 23, 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	\$ 562,088
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 84,313
	TOTAL	\$ 646,401

Final Costs

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

Acknowledged this 16th day of December 2024.



Todd Ciolek, Chief Executive Officer
Cherry Republic

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	40
B.	Expected date by which new jobs will be filled:	01/01/20
C.	Estimated costs of training:	\$562,088
D.	Expected begin date:	09/24/18
E.	Expected end date:	09/23/33

II. Description of Training

- Leadership Skills
- Customer Service
- Alcohol Management
- Safety
- Trailhead Leadership I
- Trailhead Leadership II
- Diversity in the Workplace
- Train-the-Trainer
- Excel
- Get More Done
- Service from the Heart

III. Description of Training Equipment

EXHIBIT C

Employer Projections of Payroll and New Jobs Credit

Year of Agreement	Estimated Payroll of New Positions	Estimate of Diverted Payroll Taxes	Cumulative Diverted Payroll Taxes
1	\$1,013,962	\$ 43,093	\$ 43,093
2	\$1,013,962	\$ 43,093	\$ 86,186
3	\$1,013,962	\$ 43,093	\$129,279
4	\$1,013,962	\$ 43,093	\$172,372
5	\$1,013,962	\$ 43,093	\$215,465
6	\$1,013,962	\$ 43,093	\$258,558
7	\$1,013,962	\$ 43,093	\$301,651
8	\$1,013,962	\$ 43,093	\$344,744
9	\$1,013,962	\$ 43,093	\$387,837
10	\$1,013,962	\$ 43,093	\$430,930
11	\$1,013,962	\$ 43,093	\$474,023
12	\$1,013,962	\$43,093	\$517,116
13	\$1,013,962	\$43,093	\$560,209
14	\$1,013,962	\$43,093	\$603,302
15	\$1,013,962	\$43,093	\$646,401

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: December 16, 2024

CHERRY REPUBLIC

Name:  _____
Todd Ciolek

Title: Chief Executive Officer

Date: December 16, 2024

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-137; AMENDMENT #5

This amendment between Northwestern Michigan College and Strata Design dated December 16, 2024, amends the previous agreement dated February 27, 2023. The Agreement increases the budget from \$122,903 to \$250,000.

PART I

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

Finance

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

Training

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

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

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

3. The Employer certifies that the number of jobs on its payroll in Michigan as of October 19, 2012, the date of the Preliminary Agreement, was 19 and that the highest number of jobs on its payroll in Michigan in the last 12 months prior to the date of the Preliminary Agreement was 19.
4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
5. The effective date of this Agreement shall be May 23, 2016 (the “Effective Date”).
6. The term of this Agreement shall be ten (10) years, expiring May 22, 2026, provided this Agreement shall not terminate and the obligations, representations, warranties, covenants, and agreements of the Employer hereunder shall continue until the Program Costs have been paid in full as provided herein.

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

PART II

EXHIBIT A

Estimated Budget

1.	Training	\$ 217,391
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 32,609
	TOTAL	\$ 250,000

Final Costs

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

Acknowledged this 16th day of December 2024.

Tyler Cerny, President
Strata Design

Nick Nissley, President
Northwestern Michigan College

EXHIBIT B

Tentative Training Program

I. Overview

A.	Estimated number of new jobs:	27 @ \$14.88 or higher
B.	Expected date by which new jobs will be filled:	04/01/19
C.	Estimated costs of training:	\$217,391
D.	Expected begin date:	07/01/16
E.	Expected end date:	05/22/26

II. Description of Training

- Lean Manufacturing Champion
- Project Management
- Estimating Advanced
- Innergy Accounting
- Leadership
- AWI Bootcamp
- Team Development

III. Description of Training Equipment

EXHIBIT C

Employer Projections of Payroll and New Jobs Credit

Year of Agreement	Estimated Payroll of New Positions	Estimate of Diverted Payroll Taxes	Cumulative Diverted Payroll Taxes
1	\$588,235	\$ 25,000	\$ 25,000
2	\$588,235	\$ 25,000	\$ 50,000
3	\$588,235	\$ 25,000	\$ 75,000
4	\$588,235	\$ 25,000	\$100,000
5	\$588,235	\$ 25,000	\$125,000
6	\$588,235	\$ 25,000	\$150,000
7	\$588,235	\$ 25,000	\$175,000
8	\$588,235	\$ 25,000	\$200,000
9	\$588,235	\$ 25,000	\$225,000
10	\$588,235	\$ 25,000	\$250,000

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: December 16, 2024

CERNY INDUSTRIES dba STRATA DESIGN

Name: _____
Tyler Cerny

Title: President

Date: December 16, 2024

COMPANY NAME			TRAINING	TOTAL	DATES				PROJECTED NET NEW JOBS
	GRANT NO.	NMC ACCT #	TRAINING	AWARD	PRELIM AGREEMENT	AGREEMENT	EXPECTED END	CLOSEOUT	
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	NJTP-152	25834	\$ 60,870	\$ 70,000	05/23/16	12/19/16	12/18/26		7
AJD FOREST PRODUCTS	NJTP-051	25809	\$ 27,826	\$ 32,000	03/12/13	04/22/13	04/30/20	CLOSED	2
ARMOR EXPRESS	NJTP-038	25803	\$ 80,870	\$ 93,000	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	05/19/34		100
BRITTEN METALWORKS, INC.	NJTP-115	25823	\$ 43,478	\$ 50,000	12/04/14	04/20/15	05/31/20	CLOSED	0
BRITTEN SERVICES, INC.	NJTP-xxx	258XX	\$ 130,435	\$ 150,000	09/11/14	04/20/15	05/31/20	07/27/16	14
BRITTEN WOODWORKS, INC.	NJTP-xxx	25825	\$ 60,870	\$ 70,000	02/12/15	04/20/15	05/31/20	2020	19
BULMANN ENTERPRISES	NJTP-195	25837	\$ 65,217	\$ 75,000	08/23/17	12/18/17	12/17/27		13
CBS SOLAR	NJTP-362	258XX	\$ 69,565	\$ 80,000	10/03/23	03/18/24	03/17/34		5
CEDAR RUN EYE CENTER	NJTP-193	25838	\$ 17,391	\$ 20,000	09/13/17	12/18/17	12/17/22	01/17/23	1
CENTURY EXTRUSION	NJTP-032	25804	\$ 26,087	\$ 30,000	11/08/12	12/17/12	12/17/17	CLOSED	4
CENTURY INC.	NJTP-012	25802	\$ 321,739	\$ 370,000	08/25/10	02/28/11	02/27/31		5
CENTURY INC.	NJTP-220	25842	\$ 108,696	\$ 125,000	07/26/18	09/24/18	09/23/23	PENDING	0
CHERRY CAPITAL FOODS, LLC	NJTP-128	25826	\$ 160,870	\$ 185,000	07/02/15	08/24/15	08/23/24		26
CHERRY REPUBLIC	NJTP-052	25810	\$ 391,304	\$ 450,000	01/07/13	04/22/13	04/21/26		47
CHERRY REPUBLIC	NJTP-219	25841	\$ 411,737	\$ 473,498	07/26/18	09/24/18	09/23/33		19
CULTURED FERMENTS COMPANY LLC	NJTP-344	258XX	\$ 43,478	\$ 50,000	12/18/22	02/27/23	02/26/33		7
EAR FAB AMERICAS INC.	NJTP-358	25XXX	\$ 173,913	\$ 200,000	09/05/23	09/25/23	09/24/33		100
EFULFILLMENT SERVICE	NJTP-161	25835	\$ 46,087	\$ 53,000	01/12/17	01/23/17	01/22/27		10
ELECTRO-OPTICS TECHNOLOGY INC.	NJTP-010	25801	\$ 434,783	\$ 500,000	03/08/10	12/15/10	12/31/20	08/14/20	44
ELECTRO-OPTICS TECHNOLOGY INC. (2017)	NJTP-192	25839	\$ 65,217	\$ 75,000	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	\$ 25,000	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	25829	\$ 9,239	\$ 10,625	06/24/14	05/23/16	04/30/21	03/24/21	1
IRON FISH DISTILLERY LLC	NJTP-307	25853	\$ 156,522	\$ 180,000	09/23/21	12/20/21	12/19/31		25
ISENHART ELECTRIC LLC	NJTP-239	25846	\$ 86,957	\$ 100,000	11/05/18	05/20/19	05/19/26		8
JANTEC INC.	NJTP-320	25XXX	\$ 173,913	\$ 200,000	04/29/22	06/27/22	06/26/32		25
MATERNE NORTH AMERICA CORP.	NJTP-074	25816	\$ 226,087	\$ 260,000	06/26/13	12/16/13	12/15/26		67
MATERNE NORTH AMERICA CORP.	NJTP-252	25848	\$ 86,957	\$ 100,000	10/18/19	10/28/19	10/27/26		14
MORAN IRON WORKS	NJTP-039	25805	\$ 21,739	\$ 25,000	11/26/12	12/17/12	12/17/17	11/22/16	8
NAVEEGO INC./AUNALYTICS INC.	NJTP-232	25843	\$ 395,652	\$ 455,000	07/25/18	09/24/18	09/23/33		7
NORTHWEST MICHIGAN SURGERY CENTER, LLC	NJTP-xxx	28827	\$ 43,478	\$ 50,000	04/22/15	08/24/15	07/31/20	09/15/20	0
PLASCON INC.	NJTP-054	25812	\$ 60,871	\$ 70,000	03/14/13	04/22/13	04/30/20	2020	15
PRECISION EDGE SURGICAL PRODUCTS	NJTP-034	25806	\$ 30,435	\$ 35,000	10/12/12	12/17/12	12/16/17	03/26/18	12
PRESTON FEATHER BUILDING CENTERS	NJTP-145	25830	\$ 69,565	\$ 80,000	10/23/15	05/23/16	05/22/26		14
RJG INC.	NJTP-136	25831	\$ 408,696	\$ 470,000	04/11/16	05/23/16	05/22/26		21
RJG INC.	NJTP-277	25851	\$ 306,743	\$ 352,755	06/11/20	09/28/20	09/27/30	05/10/23	2
SHORELINE FRUIT	NJTP-035	25807	\$ 104,348	\$ 120,000	04/14/11	12/17/12	12/31/17	05/23/16	29
SHORELINE POWER SERVICES	NJTP-055	25813	\$ 695,652	\$ 800,000	03/18/13	04/22/13	04/21/28		112
SHORELINE POWER SERVICES	NJTP-251	25849	\$ 86,957	\$ 100,000	10/18/19	10/28/19	10/27/26		3
SKILLED MANUFACTURING INC.	NJTP-072	25817	\$ 139,130	\$ 160,000	10/18/13	12/16/13	12/31/18	10/29/18	38
SPRINGFIELD INC.	NJTP-194	25840	\$ 13,044	\$ 15,000	10/04/17	12/18/17	12/17/22	01/17/23	0
STRATA DESIGN	NJTP-137	25832	\$ 106,872	\$ 122,903	10/19/12	05/23/16	05/22/26		7
SUPERIOR PHYSICAL THERAPY	NJTP-292	25852	\$ 147,826	\$ 170,000	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			\$ 9,428,649	\$ 10,842,940					1,148

CLOSED



Northwestern Michigan College

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

Board Policy A-109.00

Board of Trustees Process

Trustee Vacancy

In accordance with Board Policy A-100.00 Board of Trustees Bylaws, Sections 3 (d) and 3 (h), and other applicable laws, trustee vacancies shall be filled through a selection process at a properly noticed public meeting of the Board, in compliance with the Michigan Open Meetings Act. The Board shall not be restricted to considering only applicants if no qualified applicants come forward.

Upon notification of the vacancy, the Board Chair will consult with the College President to initiate the process. If the vacancy occurs shortly after a general election, recent candidates may be considered for appointment.

If an application, interview, and selection process is desired, the President's Office, in coordination with the Board Chair, will determine a timeline to ensure the vacancy is filled within thirty (30) days. The Board of Trustees will vote on the selection at a properly noticed public meeting.

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



Northwestern Michigan College

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Board Policy A-103.00
Board of Trustees Process

Board Committees

The board chair may appoint any member, or up to three members, of the board of trustees to fulfill various responsibilities, including, but not limited to the following committees:

AUDIT COMMITTEE

The Audit Committee shall serve on behalf of the Board as a recommending body to the full Board. Responsibilities include the following:

- Recommend the selection of an auditor
- Review annual audit planning
- Determine the internal audit component
- Review the audit with the auditors prior to the full-board review

BUILDING AND SITE COMMITTEE

The Building and Site Committee will guide and monitor construction and major renovation projects, including land acquisition/disposition and updates to the campus master plan, and will communicate progress to the full Board of Trustees.

Responsibilities of the Building and Site Committee include the following:

- Review recommendations to construct new structures and major renovation to older structures, and monitor progress of projects.
- Review recommendations to acquire new property and dispose of existing property.
- Review recommendations for amendments to the campus master plan.
- Communicate with full Board of Trustees on all issues considered by the committee.
- Act as a resource to the vice president of finance and administration.
- Carry out other responsibilities related to major facilities projects, as identified by the board chair.

EXECUTIVE COMMITTEE

The Executive Committee serves a board-level oversight role where it receives information and provides advice, counsel and general direction, as it deems appropriate, to the College President. Members of the Executive Committee shall include Board Chair, Vice-Chair, and Immediate Past-Chair if available.

Recommendations of the Executive Committee shall be reported to the full Board of Trustees and their meeting minutes will be provided at the next regularly scheduled Board of Trustees' meeting. The committee meets with the president as appropriate prior to each regular

board of trustees meeting to finalize and/or review the meeting agenda for that month. The committee also encourages the continuing education of board members with particular emphasis on orientation of newly elected members.

FELLOWS NOMINATING COMMITTEE

The Fellows Nominating Committee seeks and reviews nominations for the NMC Fellows award. Each year the committee selects an honoree(s) for the Fellow award, which is Northwestern Michigan College's highest honor, awarded since 1964. No more than two honorees shall be recommended to the full Board, except for exceptional circumstances.

NMC FOUNDATION BOARD

Up to three (3) members of the NMC Board of Trustees are appointed by the Board of Trustees Chair to serve on the NMC Foundation Board of Directors. One of these three trustees shall serve on the Foundation's Executive Committee.

MCCA COMMITTEE

Two (2) trustees are assigned to serve on the Board of Directors of the Michigan Community College Association (one as a primary member, another as an alternate). See the [Michigan Community College Association \(MCCA\) website](#) for more information.

POLICY COMMITTEE

The Policy Committee shall review all matters affecting the Board Policies of the college and report and recommend thereon to the Board of Trustees. Duties of the Board Policy Committee include the following:

- Review "NMC" Policy Governance Model: A Summary"
- Review "Types of Policy"
- Review all board policies. Policies with a prefix of:
 - A are board of trustees process policies;
 - B are board-president relationship policies;
 - C are ends policies (mission, vision, values, purposes);
 - D are parameters for indicators of success policies.
- Make recommendations to the trustees for changes to board policy on a first and second reading basis.

PRESIDENTIAL PERFORMANCE AND COMPENSATION COMMITTEE

The Presidential Performance and Compensation Committee serves to develop, review, and distribute the annual evaluation tool to support the Board of Trustees' responsibility of monitoring presidential performance (see [Board Policy B-102.00](#)). Responsibilities of the committee include the following:

- Develop and review assessment tool
- Determine annual evaluation timeline
- Review presidential contract and recommend to the full board for approval (as necessary according to contract terms)

If any provision(s) of this policy or set of bylaws conflicts with laws applicable to Northwestern Michigan College, including the Community College Act of 1966, the Freedom of Information

Act, or the Open Meetings Act, as each may be amended from time to time, such laws shall control and supersede such provision(s).

Adopted by the Northwestern Michigan College Board of Trustees October 23, 1995

Revised April 28, 1997

Revised December 19, 2005

Reviewed without changes July 27, 2015

DECEMBER 3, 2024

**Northwestern
Michigan College**

TO: DR. NICK NISSLEY, PRESIDENT

FROM: DINO HERNANDEZ, VP OF COLLEGE ADVANCEMENT/EXEC. DIR., NMC FOUNDATION
ALEX TANK, DIRECTOR, INTERNATIONAL AFFAIRS FORUM

SUBJECT: INTERNATIONAL AFFAIRS FORUM (IAF) 2% GRANT REQUEST

ATTACHMENT: IAF 2% APPLICATION AND EVENT BUDGET ANALYSIS

Background:

Twice a year the Grand Traverse Band of Ottawa and Chippewa Indians accepts grant applications from local government entities for funding from 2% of their gaming revenue. The grant request requires the approval of the institution's governing board, which for NMC is the Board of Trustees.

Request:

This is a request for the Board of Trustees to approve the submission of this grant application at the January 2025 meeting. IAF is requesting \$10,000 for freshwater and indigenous programming. The programming would tap into local experts and provide an IAF connection to the Grand Traverse Band of Ottawa and Chippewa Indians, expanding reach and align with program initiatives focused on the environment. This application has already been approved by IAF's Advisory Board.

Thank you for your consideration

Tribal Council Allocation of 2% Funds Application Form

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).


***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: _____ JUNE – New submission date, Postmarked by **MAY 31st**
 X _____ DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Northwestern Michigan College International Affairs Forum (IAF)
 Address: 1701 E Front St. Traverse City, MI 49686

Phone #: 231.995.1844

Fax #: _____

Printed Name: Alex Tank Director IAF & Michael Lehnert Co-Chair IAF Advisory Board

- **Authorized Signature:** 
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Tank: Director IAF & Lehnert: Co-Chair IAF Advisory Board

E-mail address: atank@nmc.edu wontolla44@gmail.com

Printed Name of contact person: Alex Tank or Michael Lehnert

Telephone #: 231.995.1844 A Tank Fax #: 760.717.5089 Lehnert

E-mail address: atank@nmc.edu

3. Type of Applicant: _____ Local Government _____ Local Court
 _____ Township _____ County Commissioner _____ Road Commission
 _____ Public School District X _____ College _____ Charter School
 _____ Public Library _____ Sheriff/Police Department _____ Fire Department
 _____ 501c3 applying through local unit of government (name): _____

4. Fiscal Data: Amount Requested: \$ 10,000 Percent: 47 %
 Local Leveraging: \$ 11,390 Percent: 53 %
 (Match)
 Total Budget: \$ 21,390 Percent: 100 %

5. Target Population numbers: _____ Children _____ Adults _____ Elders
 (Indicate the _____ Total GTB member Community _____ Others
 number of GTB
 members)

6. Counties Impacted: X Antrim X Benzie X Charlevoix
X Grand Traverse X Leelanau X Manistee

7. Brief Description (purpose of funding); include statement of need:

Last year, we asked for and received support from the GTB to emphasize and educate our community about the importance of local and global freshwater resources, as well as our first ever program on indigenous sovereignty. With GTB support, we were able to provide four educational programs to the community: three presentations on water and one presentation on indigenous sovereignty driven by Professor Matthew Fletcher and moderated by Mark Wilson.

We want to expand these programs to focus on land and water stewardship to include indigenous voices and perspectives. We seek to increase our coordination and consultation with the GTB as we develop programming for the future.

Our target audience includes high school and college students, their educators, IAF supporting members, tribal citizens, and members of our greater community. The bulk of our IAF budget comes from IAF members. Our goal is to make IAF fully self-supporting as we expand and extend our audience. IAF is a formal program of NMC. With support from the GTB, we now have a hybrid format. The programs are presented in person at the Milliken Auditorium on the NMC campus. At the same time we provide a simultaneous viewing experience accessible throughout the globe. We want to increase the impact of our message not just locally but anywhere in the world. The support from the GTB is appreciated and helps us accomplish that goal. A copy of last year's programs is attached.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

- (b) Recommendation from Parent Committee: _____ YES _____ NO

Please have the Parent Committee sign the attached Certification Form.

- (c) Describe parent involvement in project: _____

- (d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start Jan 2025

Completion Dec 2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES _____ NO. If yes, please list the start and end dates and amount:

Sept 2023 - June 2024 and amounts: \$8,000

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

11. Is the proposed project new _____ or a continuation project X _____?

In the period, Sept 2023 - June 2024, we presented four programs to students and the general public. Indigenous perspectives and voices were featured throughout all 2% grant supported programs. All were well received and attended. IAF would like to continue these programs.

12. If the previous project has been completed, did you submit your 2% report? ☒ YES ☐ NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

14. How will the success of the project be assessed (evaluation plan)? We measure the success of each program using three metrics (1) # of in person audience attendees (2) # of virtual attendees and (3) new memberships and donations to IAF

15. If new staff is required, will preference be given to Native American applicants?
☐ n/a ☐ YES ☐ NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - **If for June cycle, postmarked by May 31st.**
 - **If for December cycle, postmarked by November 30th.**

Mail completed 2% applications to:

**Attention: 2% Program
 Grand Traverse Band of Ottawa and Chippewa Indians
 2605 N.W. Bay Shore Drive
 Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

Northwestern Michigan College International Affairs Forum		Tribal Council Allocation of 2% Funds - December 2024 cycle			
		Application Form			
		16. 1-page budget			
Proposed programming Expense		Expense category	Projected expense amount	Potential 2% Grant budget items	
Mar 2025	IAF Local & Global Blue Tech Ecosystem Event				
	Advertising - print	Advertising-media	\$600.00		
	Advertising - digital	Advertising-media	\$1,000.00		
	Speaker honorariums	Honorarium	\$2,000.00	\$2,000.00	
	Travel - speaker	Travel	\$500.00	\$500.00	
	Lodging & hospitality	Lodging	\$500.00	\$500.00	
	Livestream production	Event cost	\$875.00		
	Audio tech	Event cost	\$480.00		
	Venue	Facilitites rental	\$300.00		
	Reception catering / beverage	Prelecture reception	\$1,200.00		
	Photography	Event cost	\$240.00		
			\$7,695.00	\$3,000.00	
TBD	IAF Douglas Cardinal Retrospective				
	Advertising - print	Advertising-media	\$600.00		
	Advertising - digital	Advertising-media	\$1,000.00		
	Speaker honorarium	Honorarium	\$1,000.00	\$1,000.00	
	Travel - speaker	Travel	\$1,500.00	\$1,500.00	
	Lodging & hospitality	Lodging	\$500.00	\$500.00	
	Video content production	Content production cost	\$6,000.00	\$4,000.00	
	Livestream production	Event cost	\$875.00		
	Audio tech	Event cost	\$480.00		
	Venue	Facilitites rental	\$300.00		
	Reception catering / beverage	Prelecture reception	\$1,200.00		
	Photography	Event cost	\$240.00		
	Strongheart Center Site visit logistics	Off campus visit	\$500.00		
			\$13,695.00	\$7,000.00	
		Local leveraging (match by NMC IA	\$11,390.00		
		Amount for 2% Grant funding		\$10,000.00	