



Northwestern
Michigan
College

Board of Trustees

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

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

Meeting Agenda

Monday, April 22, 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. Mission & Values in Action—*Aden*
- F. Program Focus: Varsity Esports—*Terri Gustafson, Director of Academic Affairs and Media Technology*
- G. Student Engagement and Success—*Jason Slade, Vice President of Strategic Initiatives, and Todd Neibauer, Vice President for Student Services and Technologies*

III. REPORTS AND PRESENTATIONS

- H. Faculty Report: Arts & Humanities—*Glenn Wolff, Instructor*

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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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 March 18, 2024, regular meeting
- L. Minutes of the April 2, 2024, study session and closed session
- M. Enrollment Report—*Todd Neibauer, Vice President for Student Services and Technologies*
- N. Financial Report—*Troy Kierczynski, Vice President of Finance and Administration*
- O. PRMC—*Diana Fairbanks, Associate Vice President of Public Relations, Marketing, and Communications*
- P. Foundation Report—*Carly McCall, Director of Alumni Engagement*
- Q. Building and Site Committee—*Ken Warner, Committee Chair*
- R. Audit Committee—*Kennard Weaver, Committee Chair*
- S. Executive Committee—*Laura Oblinger, Committee Chair*

VII. ACTION ITEMS

- T. **Annexation of Benzie County** (Pursuant to Policy A-106.00 Other)
Recommend adoption of resolution proposing annexation of Benzie County to join the Northwestern Michigan College district, which includes ballot proposition language, as presented.
- U. **Resolution of Support** (Pursuant to Policy A-106.00 Other)
Recommend adoption of Resolution of Support for annexation of Benzie County to join the Northwestern Michigan College district as presented.
- V. **MACC Grant Application** (Pursuant to Submission Requirements)
Recommend authorization for the Dennis Museum Center at Northwestern Michigan College to submit an application for grant funding in the amount of \$30,000 for project support from the Michigan Arts and Culture Council (MACC) in the current round of FY25 grant applications.
- W. **New Jobs Training Program** (Pursuant to Policy A-106.00 Finance)
Recommend authorization for administration to enter into an amended agreement under the Michigan New Jobs Training Program (MNJTP) with Cherry Republic as presented.
- X. **Aviation Hangar Expansion Architectural Services** (Pursuant to Policy A-106.00 Finance)
Recommend authorization for administration to enter into a contract with Environment Architects Inc. in the amount of \$247,000 for architectural services related to the Aviation hangar expansion project. A State of Michigan MEDC grant will fund this contract.



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- Y. **Aviation Hangar Expansion Construction Manager** (Pursuant to Policy A-106.00 Finance)
Recommend authorization for administration to enter into a contract with Miller-Davis not to exceed the amount of \$454,000 to serve as Construction Manager for the Aviation hangar expansion project. A State of Michigan MEDC grant will fund this contract.
- Z. **FY24 Audit Services** (Pursuant to Policy A-106.00 Finance)
Recommend authorization for administration to continue contract with Plante Moran as Northwestern Michigan College’s auditing firm for the year ending June 30, 2024, according to the updated fees as presented.
- AA. **Campus Safety and Security Assessment** (Pursuant to Policy A-106.00 Finance)
Recommend authorization for administration to contract with Security Risk Management Associates in the amount of \$89,985 to conduct a campus-wide safety and security assessment. The source of funding is the general fund.
- BB. **Cisco Edge Switch Replacement** (Pursuant to Policy A-106.00 Finance)
Recommend authorization for administration to enter into a contract with People Driven Technologies, Inc. for the replacement of the Cisco edge network switch equipment in the amount of \$849,320, plus a 5% contingency, for a total project budget of \$891,786. This purchase will be funded by the Technology Plant Fund Reserves.
- CC. **Learning Management System** (Pursuant to Policy A-106.00 Finance)
Recommend authorization for administration to enter into a contract with Instructure to migrate all Moodle courses and content to Canvas LMS for \$164,196.16 in licensing plus an overlap implementation period for \$24,840 for a three year total of \$189,036.16. This purchase will be funded by the Educational Technology E&G budget.

VIII. REVIEW OF FOLLOW-UP REQUESTS

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

IX. ADJOURNMENT

Upcoming Board Meeting Dates:

All board meetings are open to the public.

- May 20, 2024—Timothy J. Nelson Innovation Center, Room 106/107 (3rd Monday)
- June 24, 2024—Timothy J. Nelson Innovation Center, Room 106/107
- July 22, 2024 – Aeropark Campus, Parsons-Stulen Room 222/224
- August 26, 2024 - Timothy J. Nelson Innovation Center, Room 106/107
- September 23, 2024 – Timothy J. Nelson Innovation Center, Room 106/107
- October 21, 2024 – Timothy J. Nelson Innovation Center, Room 106/107 ***Third Monday*
- November 25, 2024 – Timothy J. Nelson Innovation Center, Room 106/107
- December 16, 2024 – Timothy J. Nelson Innovation Center, Room 106/107 ***Third Monday*





What is Esports?

Esports = Electronic sports

Competition between individuals or teams using video games. Esports can be played online or in person and most matches can be watched online (Twitch.tv or YouTube) person.



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Why we do esports?

- Teamwork
- Cooperative Play
- Communication
- Inclusion
- Leadership
- Discipline
- Friendship
- Conflict Resolution
- Confidence
- Growth
- Respect



Game Titles

Rocket League
Overwatch 2
Valorant
Super Smash Brothers
Rainbow 6
Madden
Hearthstone
Halo Infinite



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Varsity Student Participation

2021-2022

- Fall - 12 Students
- Spring - 15 Students

2022-2023

- Fall - 20 Students
- Spring - 20 Students

2023-2024

- Fall - 34 Students
- Spring - 21 Students

Program Success in Fall 2023

NJCAA - E (National Junior College Athletic Association - Esports)

- Smash 1v1 - all three players made the playoffs
- Madden '24 - Regional Champion; **National Championship**

NACE (National Association of Collegiate Esports)

- Smash 4x4 - Finals Runner Up
- Overwatch 2 - Finals Runner Up
- Valorant - **Regional Championship**
- Rocket League - Playoffs



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Student Engagement and Community Connections



NMC NEXT

OUR COMMUNITY. OUR COLLEGE. OUR FUTURE.

To: Dr. Nick Nissley, President
From: Jason Slade, Vice President of Strategic Initiatives
Date: April 15, 2024
Subject: Strategic Initiatives Update: *April 22, 2024 Board of Trustees Meeting*
 Topic: *Strategy 2 - Student Engagement and Success*

Strategy 2: Student Engagement and Success

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

(*Champion:* Todd Neibauer)

Summary:

This strategy is currently on track with 5 of the 5 objectives currently classified as “green” due to their progress through the action steps, and 3 of 5 based on the metrics. While the metrics for 2A/B are lagging, we are making progress in enrollment and headcount (see bullet points below). The number of students attending college continues to lag for the region.

Highlights and Successes:




- Spring 2024 enrollment was up 2.8% in headcount and 3.1% in contact hours.
- Summer 2024 enrollment (ongoing) is currently up 4.5% in headcount and 3.7% contact hours.
 - This will be the *third consecutive semester* of increased enrollment!
- Dual enrollment tuition rates were revised providing more opportunities for students to dual enroll.
- FY24 digital marketing campaigns have resulted in:
 - 1,081 total applications
 - 490 from the adult learner campaign
 - 218 from the NMC brand campaign
 - 168 from the traditional learner campaign
 - 123 from GLCI campaign
 - 55 from GLWSI campaign
- PRMC launched new campaigns this spring for Dental Assistant, E-sports Management, and UAS. New Dual Enrollment and Nursing campaigns are on deck.
 - Culinary Maritime - 14 applications for Fall, 11 admits (4 applications at this time last year)
 - Marine Technology - 34 applications for Fall (22 at this time last year)


- For objective 2B, there was an increase of 27 students aged 21+ compared with last year. With the release of details on Michigan Reconnect for 21-24 year olds, we will be seeking additional enrollment from this age range for future semesters.
- In March, an NMC contingent attended the HLC Student Success Academy to continue work on our Quality Initiative project that is required for continuing accreditation. This process is a two-year endeavor and will dovetail with NMC's strategic plan. The work will likely have its greatest impact in objectives three and four which are focused on student success and completion.

Challenges and Opportunities:

Our greatest challenge is the percentage of recent graduates attending college. For Objective 2A, Fall 2022 saw a lower percentage of the region's graduates attending college choosing NMC (32.7% compared with 37% in Fall 2021). Fall 2023 did not see additional decline as the rate stayed steady at 32.7%. However, the percentage of state-wide graduates attending community colleges declined again to only 15.3%. This is a shocking statistic.

Seen as an opportunity, this challenge is best met by increasing the breadth and quantity of high school enrollment in the region. This gives the college a greater opportunity to demonstrate its quality and value to future graduates.

Strategy 2 - Student Engagement and Success				
Objective 1: Increase student sense of belonging through participation in extra and co-curricular activities for first semester students to increase 1st semester persistence from 77.7% in Fall 2019 to 82% by Fall 2025.				
Status of Action Steps	Baseline	Current	Target	Notes
2 On Schedule 1 Not Started	77.7% 1st semester persistence (Fall 2019)	78.2% (F22 cohort) 83.1% (F23 cohort) 	82% (Fall 2025)	College EDGE implemented last summer, will run again this summer Increases in student group activity and coach/student interaction
Objective 2A: Implement new enrollment marketing plans to increase the percentage of area high school graduates attending NMC by 3 percentage points (from 41% to 44%) by Fall 2024.				
Status of Action Steps	Baseline (Fall 2021)	Current	Target	Notes
6 On Schedule 1 Not Started	41% (‘20 grads)	37% (‘21 grads) 32.7% (‘22 grads) 32.7% (‘23 grads) 	44% (Fall 2024)	New dual enrollment tuition rate and marketing should improve this.
Objective 2B: Implement new enrollment marketing plans to increase enrollment in age categories 21+ from 1,510 to 1,660 (10%) by Spring 2024. (Will continue on through Spring 2025)				
Status of Action Steps	Baseline	Current	Target	Notes
3 On Schedule	1,510 (Spring)	S22: 1,601* S23: 1,401 S24: 1,428 	1,660 (Spring 24)	MI Reconnect specifics regarding 21+ have been updated. 27 new students in Spring ‘24 and 53 new students Fall ‘23 from this age range. * Spring ‘22 includes MI Reconnect and Future for Frontliner students completing their studies
Objective 3: Enhance student completion supports to increase the three year completion success rate from 38.9% to 40.4% by Spring 2025				
Status of Action Steps	Baseline	Current	Target	Notes
1 Complete 5 On Schedule	38.9% (‘17- ‘18)	37.1% (‘18-‘19)* 29.1% (‘19-‘20:)* ‘20-21: No Data 3 year completion data is not available	40.4%	* prior to implementation of Strategic Plan Pandemic had a negative effect on 2019-20 and may impact future groups. Fall ‘24 will be the next update.

Objective 4: Increase percentage of students using success coach services to increase College-level Course Enrollee Success Rate (2.0 and above) from 79.8% in Fall 2020 to 83% by Fall 2025.				
Status of Action Steps	Baseline	Current	Target	Notes
3 On Schedule	79.8% (Fall 2020)	F21: 80.6% S22 84.5% F22: 81.2% S23: 83.3% F23: 81.2% 	83%	Full-time success coach has been hired and they will be coordinating the summer EDGE program (grant funded position).

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

PDCA (Plan Do Check Adjust): No current feedback to champions from stakeholders/others.

Next Month: Strategy 3: Diversity, Equity, and Inclusion



Northwestern Michigan College

Glenn Wolff

The Long and Winding Road

A Biased Check-in with Four NMC Arts & Humanities students

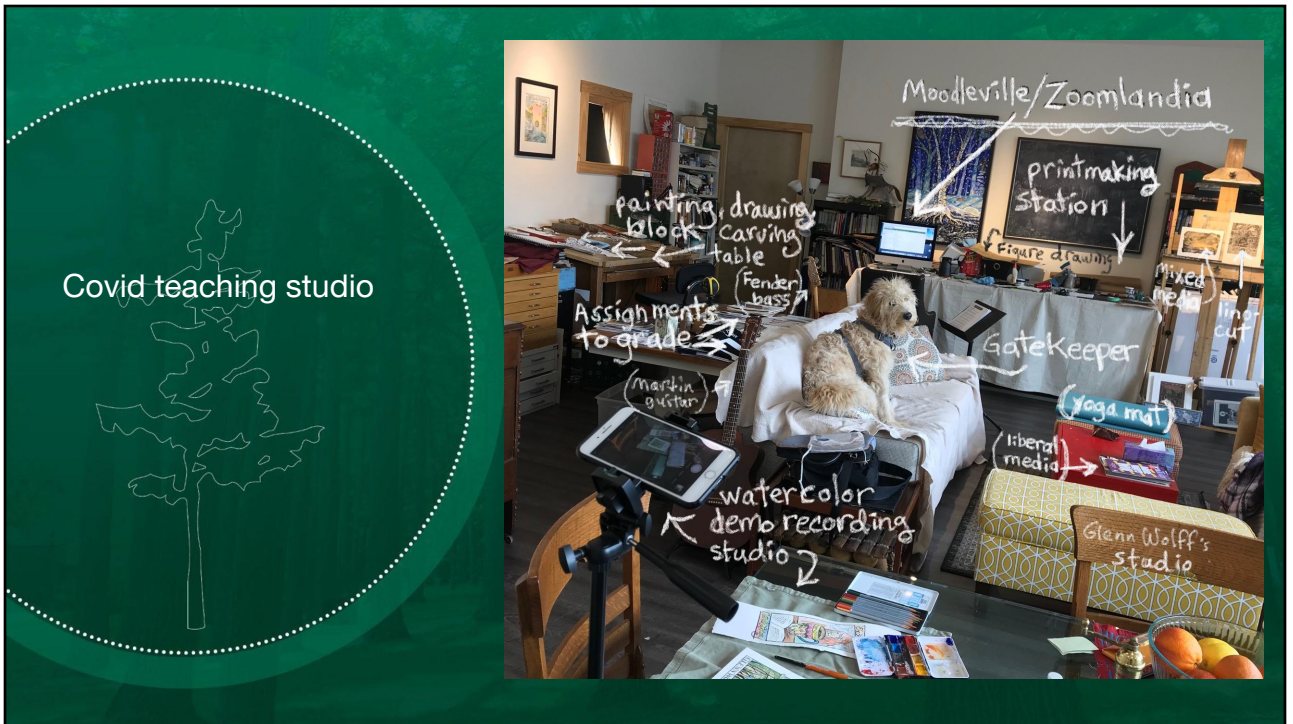


But first a little
about me &
the full circle

Printmaking teacher &
mentor Jack Ozegovic



- First attended NMC in 1971 while a senior at TCHS
- 1973 Associate of Arts; Jack Ozegovic mentor
- 1975 BFA Minneapolis College of Art and Design
- 1975-78 worked in a silk screen sweat shop, as day labor, on a loading dock, murals, and art shows
- 1978 Winter Moved to NYC to do graphics for Main Street Extravaganzas for friend John Wunsch
- 1979 Main Street folds, become messenger dropping portfolio between deliveries
- Foot in the door illustration assignment with the Sports Monday Section of the New York Times
- Career as freelance illustrator ensues, get married, have child
- 1987 move back to Michigan
- Begin collaborations with author Jerry Dennis, and environmental organizations like GTRLC
- 2013 hired as adjunct NMC Drawing instructor, which becomes full time , then eleven years...



Molly Tank
Painter

[*Molly makes a lithograph*](#)

- NMC student 201'9 - 2021
- 2024 BFA Grand Valley State University, major in Oil Painting and minor in Environmental and Sustainability Studies
- Will spend spring & summer in TC making some money, then heading to Europe with a backpack, taking time to have some fun and adventures. No rush to grow up yet.





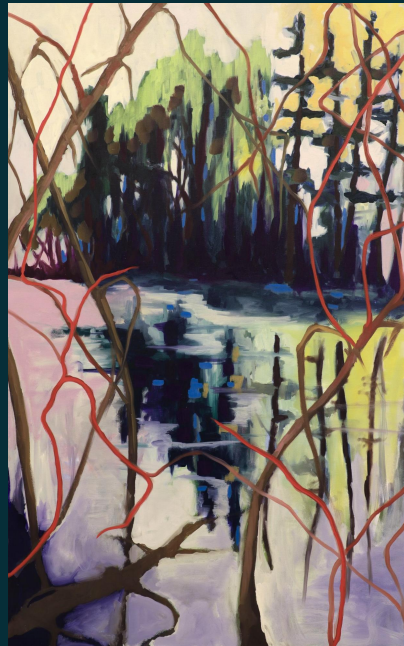
**Molly Tank
Senior Show
GVSU**



**Molly Tank
Senior Show
GVSU**



Molly Tank
Senior Show
GVSU



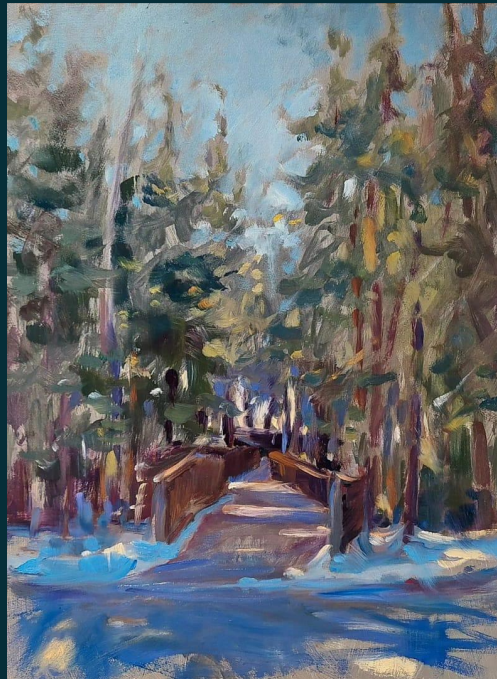
Molly Tank
Senior Show
GVSU



Molly Tank
Senior Show
GVSU



Molly Tank
Senior Show
GVSU



Logan Hudson

Painter, Traverse City

“You know I really believe I fell into the right place at the right time...I was close to going to some other school ...and just don't know if I would have gotten what I wanted. For better or for worse I'm in it for the long haul, but I wouldn't trade it for anything.”



2018 - 2024 NMC
Working & exhibiting in Traverse City

Logan Hudson Voice Project Poster



THE VOICES PROJECT
MUSIC

James P. Johnson

James P. Johnson, unknown to many, was a pioneer in the creation of the Harlem Stride piano style which, in the 1920s, transformed Ragtime into Jazz. A master of the keyboard, with perfect pitch, he is considered one of the greatest songwriters of American Jazz music. His stride playing strongly influenced the great pianists and composers Fats Waller, Duke Ellington, Count Basie, Art Tatum, and Thelonious Monk.

One of the most famous of his over 200 original songs was "The Charleston," composed when he lived in New York City. He was also a frequent collaborator with other musicians of the time, such as Bessie Smith, Eubie Blake, W. C. Handy, and the poet Langston Hughes with whom he composed a one-act blues opera. He also composed several orchestral works and in 1970 was inducted into the Songwriters Hall of Fame.

Artwork by Logan Hudson

**“Boardman
Serenade”
TART Trail
Mural**

Rufus Snoddy
Glenn Wolff
Kiah Anderson
Logan Hudson



**TART Trail
Murals**



TART Trail Mural
Logan Hudson



Logan
Hudson



**DAVID & FAYE MATHIA
GRAND ENTRANCE LOBBY**





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Davis Wodek

Art History
Graduate Student

“At NMC I was able to start my path towards the arts and rebuild my confidence in my abilities as a student.”



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- NMC student 2015
- 2017 ASA, 3.6 GPA
- 2020 UW Milwaukee Phi Beta Kappa, Dean's list w Honors in Art History
- Covid forces return to TC, but interns with Craig Hadley at Denmos
- Accepted to Masters Program at University College Cork *but couldn't find housing*
- Applies to UC Davis 2x
- UC Santa Barbara
- U Oregon
- U Washington
- UW Madison 2x
- Tufts
- McGill
- University of Minnesota
- Each program takes average of 4 applicants out of hundreds
- Applied for any museum or gallery position he is qualified for, but interviewed only 3x
- Finally accepted UW-Milwaukee Graduate School Program





Grace Lambert

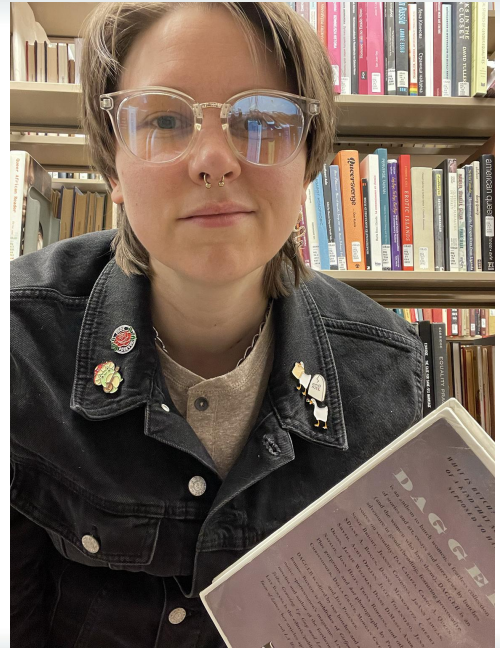
Life Drawing model,
artist, award winning
fan fiction writer

*“Humanities
and arts forever
- they make life
worth living.”*



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- NMC student 2008-09
- Life Drawing Model
- 2020 Saves Life Drawing
- 2021 Reconnects to NMC
- 2022 Essay “Work Friends” written for (Alissa Lingaur’s Creative Writing class) receives Norton Writers Prize (\$1000)
- 2024 Transfers to U of M, pursuing Bachelor’s in Writing



Questions?



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MEMO

Office of the President

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

Dear Board of Trustees,

Since our March Board meeting the following are key updates.

Benzie County Annexation Possibility

Thank you for your time and thoughtful discussion at our April 2 Study Session. Polling of Benzie County residents has been completed; initial results will be discussed with the Board Executive Committee at their meeting on April 17 and with the full Board at the regular meeting on April 22. The BEST Benzie organization, who invited us to begin exploring the annexation possibility, is continuing to work on 'Yes Committee' formulation.

Chief Advancement Officer Search

Next week, on April 19, the Chief Advancement Officer Search Committee will gather for the first time. Al Zelinski will serve as the Chair of the Search Committee. They will review: 1) the formal job description; 2) themes gathered by our search consultant from intake interviews earlier in the process; 3) proposed interview questions; 4) recruitment best practices; and 5) candidate materials. Virtual interviews with candidates will occur on April 23 and April 25. From these interviews, the Committee's charge is to recommend 2-3 unranked candidates for the President's selection. The finalists will visit campus in May.

Aviation Expansion

Congress recently passed and President Biden signed the federal government's FY24 Labor-HHS-Ed bill. It included NMC's congressionally directed spending request (e.g., 'earmark'), thanks to Senator Stabenow. It will provide for aviation equipment in the amount of \$550,000 and help support our \$14 million aviation expansion project.

Campus Safety and Emergency Preparedness

Proposals for a campus safety and security assessment are under review, and it is anticipated that the selection will be on the April 22 Board agenda for approval.

Comprehensive Brand Assessment and Strategy Development

The comprehensive brand assessment and brand strategy development process is underway. This month, the Stamats team will tour our campuses and conduct stakeholder interviews. Community and student surveys are also in development.

Freshwater Research and Innovation Center

We continue to shape the proposed Articles of Incorporation and Bylaws, per the following schedule. Trustee Bott is serving on the ad hoc joint (NMC + DCP) committee charged with the development of the Articles of Incorporation and Bylaws. They met earlier this week. The following schedule is being followed to ultimately give rise to the new Freshwater Research and Innovation Center.

1. March 1st – March 15th
Seek feedback/input from member partners on *Articles of Incorporation* and *Bylaws*. **(complete)**
2. March 15th – March 30th
Miller Canfield integrates member partners' input. **(1st round of revisions complete. 2nd review meeting scheduled for April 10).**
3. March 30th – April 30th
NMC's Building and Site Committee and Discovery Center (DCP) Board review/input. **(Update provided during the March 2024 Building & Site meeting. Next planned session is May 8, 2024. BOT study session planned for May 22)**
4. May 1st – May 30th
Jason and Matt integrate NMC, DCP, and member partners' input, with Miller Canfield.
5. June 1st – June 30th
NMC BOT and DCP Board approvals.
6. July 1st
New 'joint venture' organization formed and functioning.

Related, the AquaHacking Challenge Finals are scheduled for Friday, May 10, 2024 at the Hagerty Center. The finalists represent the first round of potential technology-based start-ups that could benefit from the research and support planned for the center.

Points of Pride

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

1. *White Pine Press* Earns Awards – I'm excited to report that the student-managed College newspaper, the *White Pine Press*, won 15 awards (including 5 first-place awards) at the Michigan Community College Press Association ceremony on Saturday, April 6, for coverage published between March 1, 2023, and February 29, 2024. In all, 9 different students won awards. The awards came from across writing/photo/design categories - showing the breadth of student talent. It's yet another example of the quality of the hands-on learning at NMC, where our students learn by doing. And, help create a sense of belonging, while we stay informed about our college/community.

2. **Articulation Agreements with Lake Superior State University** – NMC has inked a new partnership with Lake Superior State University (LSSU). Under a series of new articulation agreements between NMC and LSSU, engineering students at NMC will have four more opportunities to complete a bachelor’s degree. The agreements allow students to complete an associate degree at NMC and guarantee both admission and transferability of the credits to LSSU, toward a Bachelor of Science degree in four specialty areas: computer engineering, electrical engineering, mechanical engineering, and robotics engineering.

3. **Mobilizing Generosity** – Recall, our recently updated NMC Foundation mission statement, *mobilizing generosity*? Last week, after connecting with these three projects, I paused/reflected (and, connected the dots). These three student-led initiatives - fundraisers - are great examples of how the Foundation is living its mission, *mobilizing generosity*: from the Gala to Give (students raising funds to support the NMC Food Pantry), to the Audio Tech Concert Fundraiser (students raising money for scholarships), and the Big Little Hero Race (students raising money for both our College for Kids and Big Brothers Big Sisters). And, then, you look at things like Taste of Success (April 26), the Blair Elementary Mentoring Project (April 12 visit to NMC), and so many more examples. It's incredibly heartwarming to see the 'attitude of gratitude' that is developing on campus - how our students are helping one another (and, others in our wider community). That's the Foundation, *mobilizing generosity*!

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:

- [“3 ways to transform your institution in a changing landscape,”](#) University Business

Upcoming Dates of Note

- **April 22**—Regular monthly Board of Trustees meeting, TJNIC 106/107
- **May 4**—Commencement
- **May 20**—Regular monthly Board of Trustees meeting, TJNIC 106/107
- **May 22**—Study Session—Topics: Campus Facilities Master Plan, Freshwater Research Innovation Center



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MEMO

To: Northwestern Michigan College Board of Trustees
Cc: Dr. Nick Nissley, Ed.D.
From: Gabe Schneider, Founder/Principal, Northern Strategies 360
Date: April 15, 2024
Re: **State/Federal Legislative Update**

State

Legislative Calendar

- The House and Senate are returning from legislative spring break with the Senate holding session the week of April 8th and the House returning the week of April 15th.
- The House will return to full Democratic control after the Tuesday, April 16 special elections.

State Budget

- The House and Senate Appropriations Committees are likely to begin reporting their FY25 budget bills later this month and into early May.
- Our priorities for the Community College Appropriations Bill continue to be:
 - Include our Osterlin Capital Outlay project
 - Include \$100 million for ITEMS funding
 - Increase the state's match for capital outlay to a 75-25 cost share
 - Increase community college operations funding to 10%

Community College Guarantee

As you will recall, the Governor is proposing to expand the Michigan Achievement Scholarship to offer all graduating high school seniors the opportunity to earn a skill certificate or degree tuition-free through what is being called the Community College Guarantee.

While overall, we support the Governor's goals of expanding access to higher education, we remain concerned about the potential unintended consequence that this could have on the continued interest of counties to remain in or join the community college's district. For example, residents of Grand Traverse County may question a continued millage to support NMC if the state was covering the cost of tuition. Additionally, residents of a neighboring county may not see the value in joining the community college district, because their students would already have the costs of their tuition covered.

We continue to work with the MCCA and legislature on potential tweaks to the proposal that could help to minimize these concerns. We have also had positive conversations with Rep. Coffia and Sen. Damoose who both understand the issue and are willing to help us address our concerns.

MDNR Property Issue

27

I continue to work with Troy and outside counsel Robert Parker on navigating a complex property ownership issue related to property in Mayfield Township that was gifted to NMC. The issue is a competing deed for a portion of the property that would appear to show conveyance of that portion to the State of Michigan. As a result, the Michigan Department of Natural Resources (MDNR) would need to agree to some type of clarity around ownership before any further action is taken. We have enlisted the support of a former MDNR lawyer to help navigate the MDNR Real Estate division and have had several initial contacts. While additional research may be necessary, we are working with the appropriate folks at MDNR to reach some type of conclusion on this matter.

Federal

FY24 Congressionally Directed Spending

With the passage of the Labor-HHS-Education appropriations bill by Congress and signed into law by the President, NMC was notified that we were successful in securing \$550,000 through the office of Senator Stabenow to support our aviation program. Thank you to Senator Stabenow and our congressional delegation for supporting this important request.

Letter of Public Status

We continue to work with the MCCA, MiLEAP, the Governor's office, and AACC on gaining clarity and understanding on how/if the new U.S. Department of Education regulations requiring a letter of Public Status will apply to NMC and all Michigan institutions of higher education. As you will recall, the U.S. Department of Education has not yet released formal guidance on the new rules effective July 1, 2024 that require this updated letter.

At this point, given the broader impact beyond just NMC, we have enlisted the support of Jee Hang Lee, the CEO of the Association of Community College Trustees to help us navigate this issue with the Department of Education. Mr. Lee has reached out to the Department and we are waiting to hear back from how those conversations went.

WIOA Reauthorization

Last week, the House passed H.R. 6655, A Stronger Workforce for America Act (ASWAA), introduced by Chair Virginia Foxx (R-NC) and Ranking Member Robert C. "Bobby" Scott (D-VA). This bipartisan legislation aims to reauthorize the 2014 Workforce Investment Opportunity Act (WIOA), which currently governs our federal workforce training infrastructure and serves as the primary federal workforce development law. Earlier this year, ACCT formally endorsed the legislation and sent a letter to the Committee on Education and Workforce expressing support for a floor vote on the bill. Two members of the Michigan Congressional delegation are co-sponsors of this bill: Rep. Lisa McClain and Rep. Tim Walberg.



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MEMO
Office of the
President

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

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

- Revenue increased by 11% when comparing year-to-date March 2024 to March 2023 due primarily to timing of property tax receipts and additional investment income in FY24. Expenses increased by 8% when comparing year-to-date March 2024 to March 2023.
- Salaries and wages expenses are tracking below budget due to mid-year restructurings, vacant positions, and the transition of new adjuncts and supplementals to EduStaff. On the flip side, purchased services expenses are tracking significantly over budget as new adjunct and supplemental costs are now reported in that line item.
- The next FY25 Budget Update will be at the May 20, 2024, regular Board meeting.

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

- Summer headcount is currently up 5.9% in contact hours over Summer 2023.
- Orientation for new students is scheduled for April 19, 2024.

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

Paid Media ↑YOY

- Applications: 103
- Accounts: 106
 - Work is beginning on the comprehensive brand assessment and strategy development with Stamats, funded by a Lumina Foundation grant.
 - Nexus magazine is transitioning into a new community engagement piece with a targeted launch date of fall 2024. The goal of the new piece is to directly communicate NMC's value proposition with tax payers.

Strategic Plan—Jason Slade, Vice President for Strategic Initiatives

- Strategy 2: Student Engagement and Success will be reviewed this month. This strategy is currently on track with 3 of 5 objectives classified as “green” per metric performance (5 of the 5 objectives are “green” due to their progress through the action steps). While the metrics for 2A/B (enrollment) are lagging, we are making progress in enrollment and headcount. Full details are in the memo.

Michigan New Jobs Training Program - Jason Slade, Vice President for Strategic Initiatives

- NMC’s MNJTP funding queue window is still open with the following actions for this month:
 - Agreement amendment Cherry Republic (existing agreement)

**NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
MINUTES
Monday, March 18 2024
NMC Hagerty Center, Room C**

The Board hosted Student Government Association (SGA) representatives in Room A of the Hagerty Center at 4:45 p.m. prior to the regular Board meeting.

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, Andrew K. Robitshek (arrived at 5:48) , Chris M. Bott, Bill F. Marsh, Kennard R. Weaver

Trustees absent: Kenneth E. Warner

Trustees participating remotely: Douglas S. Bishop, from Bonita Springs, FL

Also present: President Nick Nissley, Lynne Moritz, Diana Fairbanks, Troy Kierczynski, Hollie DeWalt, Molly Norville, Marcus Bennett, Lindsey Lipke, Kyle Morrison, Stephen Siciliano, Glenn Wolff, Kristy McDonald, Brandon Everest, Tracy Welch, Ali Thornton, Lisa Thomas, Laura Matchett, Sydney Richardson

REVIEW OF AGENDA—The agenda was accepted as presented.

STRATEGIC FOCUS

Strategic Initiatives Update: Future Focused Education—Jason Slade, Vice President of Strategic Initiatives, and Todd Neibauer, Vice President for Student Services and Technologies, provided an update on the future-focused education strategy, which includes the Experiential Learning Institute.

REPORTS AND PRESENTATIONS

Program Focus: Student Government Association—SGA Members presented on the events and groups supported by Student Government Association (SGA) funding, such as the Welcome Week Glow Paddle and Propeller Club and Women on the Water groups. SGA members serve on shared governance councils of the college and, this year, each SGA officer has met with their counterpart at the collegiate level. Suggestion and comment boxes have seen increased utilization by students. In closing, SGA members shared aspects of NMC they hope to see continue going forward.

Faculty Report: Experiential Learning Institute Update—Kristy McDonald, Business Faculty, and Brandon Everest, Social Science Faculty, serve as Co-Directors of the Experiential Learning Institute. McDonald and Everest shared an update on Experiential Learning Opportunities (ELO). An ELO occurs completing the “full learning cycle” – which includes intentional design for experiencing, reflecting, thinking and acting. Strategy One, Objective Five of NMC Next aims for every credential-seeking student to engage in at least one ELO at NMC by September 2024. Curricular mapping identifies where experiential learning opportunities are occurring in existing courses and provides opportunities for students to engage in an ELO earlier in their academic career. McDonald and Everest also shared how they are working with faculty in various formats, such as “lunch and learn” and faculty-wide sessions to integrate ELOs more broadly across the college.

FY25 Budget Process—Troy Kierczynski, Vice President of Finance and Administration, summarized the current landscape for higher educational institutions before sharing the working budget for FY25. Budget projections for FY25 include assumptions of a 2% decline in contact hours, 2% increase in tuition and fees, as well as a 2% increase in state appropriations. Labor expenses account for 72% of expenses. Chair Oblinger previewed the next steps for the budgeting process before approval in June 2024.

PUBLIC INPUT—There was public input offered by Sydney Richardson.

UPDATES

President's Update—President Nick Nissley shared that meetings regarding Benzie County annexation has shifted to discussing educational reinvestment of the millage funding. A Board of Trustees Study Session will occur on April 2 to review the work done to-date and consider next steps regarding annexation. Development of the Freshwater Research and Innovation Center (FRIC) is now focused on the Articles of Incorporation and By-laws. President Nissley shared the college's Public Relations, Marketing and Communications Departments recently received three awards from the National Council for Marketing & Public Relations (NCMPR).

Board Chair Update—Chair Laura Oblinger discussed the upcoming study sessions scheduled for the spring, including one focused on Benzie County annexation on April 2, 2024. A secondary study session is being planned for late May or early June to discuss the facilities master plan and Freshwater Research and Innovation Center.

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

- Minutes of the February 26, 2024, regular meeting
- Enrollment Report—*Todd Neibauer, Vice President for Student Services & Technologies*
- Financial Report—*Troy Kierczynski, Vice President of Finance and Administration*
- PRMC—*Diana Fairbanks, Assoc. V.P. of Public Relations, Marketing, & Communications*
- Foundation Report—*Carly McCall, Director of Alumni Engagement*
- Building and Site Committee—*Ken Warner, Committee Chair*
- Executive Committee—*Laura Oblinger, Chair*

ACTION ITEMS

New Jobs Training Program—On a motion by Kennard Weaver, seconded by Bill Marsh, the Board authorized for administration to enter into agreements under the Michigan New Jobs Training Program (MNJTP) for the following CBS Solar, Shoreline Power Services, and RJG, Inc. The motion passed with a unanimous vote.

REVIEW OF FOLLOW-UP REQUESTS—Confirmed there no requests were 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 7:04 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
BOARD OF TRUSTEES
SPECIAL MEETING
STUDY SESSION MINUTES
Tuesday, April 2, 2024
Timothy J. Nelson Innovation Center
Room 14 (Lower Level)**

CALL TO ORDER—Chair Laura J. Oblinger called the regular meeting to order at 4:00 p.m.

ROLL CALL

Trustees present: Laura J. Oblinger, Andrew K. Robitshek, Kennard R. Weaver, Chris M. Bott, Kenneth E. Warner

Trustees absent: Douglas S. Bishop

Also present: President Nick Nissley, Lynne Moritz, Scott Eldridge, Diana Fairbanks, Troy Kierczynski, Jason Slade, Todd Neibauer, Marcus Bennett, Molly Norville, Stephen Siciliano, Nicole Long

REVIEW OF AGENDA—The agenda was accepted as presented.

PUBLIC INPUT—There was no public input offered.

DISCUSSION: Benzie County Annexation—Chair Oblinger provided a summary of the past discussions and development of potential annexation of Benzie County to join the NMC community college district. Oblinger shared her full support for inviting the November 2024 ballot proposals, citing the benefit for Benzie County, mission of the college, and future of community colleges in Michigan. President Nissley reminded trustees of how the initiative started and what was heard and learned from over 25 listening sessions in Benzie County. At the regular meeting of the Board of Trustees on April 22, 2024, trustees will consider adopting a resolution formally proposing annexation of Benzie County into the district. Oblinger stated the goal of the study session discussion was to inform all trustees of the history, next steps, and determine any questions that need resolution prior to the April 22 meeting.

While the in-district value proposition was initially believed to be the most beneficial to Benzie County residents, through listening sessions attend by President Nissley, trustees, and other NMC executive staff, Benzie County residents voiced desire for a portion of the tax dollars to be reinvested into Benzie County.

In reviewing challenges, President Nissley emphasized three: 1) polling is about to begin to give an initial sense of Benzie County registered voter sentiment; 2) there is uncertainty about what other proposals will be on the November ballot; and 3) complications and confusion that could arise depending on implementation of Governor Whitmer’s Community College guarantee.

There was discussion regarding the challenge of communicating the value proposition, particularly related to developments of the governor’s Community College guarantee.

ACTION ITEMS

Closed Session—Kennard Weaver made a motion, seconded by Ken Warner, that the Board convene in closed session as permitted by Section 8(1)(h) of the Open Meetings Act, MCL 15.268, to

consider one privileged legal memo prepared by the college’s outside counsel, Miller Canfield, PLC, which are materials exempt from discussion or disclosure under state or federal statute as written attorney-client communications in connection with Section 13(1)(g) of Michigan’s Freedom of Information Act, MCL 15.243(1)(g). The motion passed with the following roll call vote: Yes–Chris Bott, Bill Marsh, Ken Warner, Andy Robitshek, Kennard Weaver, Laura Oblinger; No–none; and the Board went into closed session at 4:48 p.m.

Reconvene Regular Meeting–Chris Bott made a motion by, seconded by Ken Warner, to adjourn the closed session and reconvene the open session. The motion passed with the following roll call vote: Yes–Kennard Weaver, Ken Warner, Andy Robitshek, Bill Marsh, Chris Bott, Laura Oblinger; No–none; and the Board reconvened in regular open session at 5:45 p.m.

ADJOURNMENT—The meeting adjourned at 5:46 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**

**MEMO
Enrollment Services**

To: Dr. Nick Nissley, President
 From: Todd Neibauer, VP for Student Services and Technologies
 Date: April 15, 2024
 Subject: Summer 2024 Enrollment Update

Summer 2024

Summer enrollment for 2024 is currently up 64 students and 294 contact hours over the same time last year. There are also 91 more admits than last year awaiting our first orientation session for new summer and fall students which is April 19, 2024.

(Source: Digital Dashboard Same Date Comparison SP2021-2024)

	2021	2022	2023	2024	△
Inquiries	623	521	653	675	3.4%
Applicants	615	510	647	671	3.7%
% Applied	98.7%	97.9%	99.1%	99.4%	0.3%
Admits	419	336	379	470	24.0%
% Admitted	68.1%	65.9%	58.6%	70.0%	11.5%
Admits Registered	137	94	100	170	70.0%
% Admits Registered	32.7%	28.0%	26.4%	36.2%	9.8%
Prior Admits Registered	9	6	4	3	-25.0%
Retained Students	733	710	688	677	-1.6%
% Retained	24.5%	23.0%	24.0%	22.9%	-1.0%
Return Students	85	87	63	69	9.5%
Average Contact Hours	6.12	6.06	5.85	5.76	-1.5%
Total Headcount	964	897	855	919	7.5%
Total Contact Hours	5,895	5,434	5,003	5,297	5.9%
Tuition	1,143,218	1,190,545	1,140,389	1,253,792	9.9%

Fall 2024

Applications for fall semester are currently up 1.9% overall. New student orientations will start on April 19, 2024.



MEMO
Administrative Services

To: Dr. Nick Nissley, President
From: Troy Kierczynski, Vice President of Finance and Administration
Date: April 15, 2024
Subject: Summary Report for the General Fund as of March 31, 2024

The attached reports summarize the financial results for the General Fund as of March 31, 2024. The 9th month represents 75% of the year.

Month End Results

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

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

The general fund has year-to-date revenue over expenses of \$8,334,896. Revenue increased by 11% when comparing year-to-date March 2024 to March 2023. Expenses increased by 8% when comparing year-to-date March 2024 to March 2023.

Revenue (letters refer to the attached General Fund summary)

- A. Tuition and fees: For Spring 2024, the budget was set at 29,188 contact hours for a total budget revenue of \$6,401,718. Actual spring contact hours are projected at 30,231 with actual revenue of \$6,552,981. Spring revenue is trending over budget by \$151,263.
- B. Property Taxes: Tax revenue is recorded as payments are received. The overall increase for the fiscal year is expected to be 9% over the previous fiscal year.
- C. State Sources include operational appropriations, personal property tax payments and MPSERS retirement payments. State appropriations payments began in October.
- D. Actual year-to-date investment income recorded for fiscal year 2024 reflects interest and dividend income only. Interest income will exceed the amount earned in fiscal year 2023 due to rising interest rates.
- E. Both Private Sources and Other Sources are timing and event-dependent.

Expenses

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

Northwestern Michigan College
Unaudited



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

*Summary Report for General Fund Accounts
Fiscal Year 2024, Period 09*

Funds	Accounts	2023-2024 Adjusted Budget	YTD Activity	% of Annual Budget	
TOTAL GENERAL FUND					
50	Revenues				
	Tuition and Fees	22,212,097	19,086,863	85.93%	A
	Property Taxes	13,900,791	13,247,197	95.30%	B
	Other Local	<u>0</u>	<u>0</u>	*	
	Local Sources	36,112,888	32,334,060	89.54%	
	State Sources	10,826,033	7,685,836	70.99%	C
	Federal Sources	0	0	*	D
	Private Sources	1,175,242	900,827	76.65%	F
	Investment Income	320,000	779,517	243.60%	E
	Other Sources	<u>495,000</u>	<u>399,266</u>	80.66%	F
	Total Revenues	48,929,163	42,099,506	86.04%	
60	Labor				
	Salaries & Wages	25,137,688	16,513,683	65.69%	G
	Benefits	<u>10,286,740</u>	<u>7,454,944</u>	72.47%	G
	Total Labor	35,424,428	23,968,626	67.66%	
70	Expenses				
	Purchased Services	2,895,004	2,877,518	99.40%	H
	Supplies & Materials	3,107,437	2,093,966	67.39%	H
	Internal Services	110,273	78,444	71.14%	H
	Other Expenses	1,603,453	1,046,150	65.24%	H
	Institutional Expenses	1,700,512	1,421,524	83.59%	H
	Maintenance & Renovation	1,944,397	1,335,276	68.67%	H
	Prof Develop, Travel & Events	600,659	492,698	82.03%	H
	Capital Outlay	<u>98,000</u>	<u>108,735</u>	110.95%	I
	Total Expenses	12,059,735	9,454,312	78.40%	
	Total Expenditures	47,484,163	33,422,938	70.39%	
80	Transfers				
	Transfers	1,445,000	341,672	23.65%	
	Total Transfers	<u>1,445,000</u>	<u>341,672</u>	23.65%	
	Total Expenditures and Transfers	48,929,163	33,764,610	69.01%	
	Net Revenues over (under) Expenditures	0	8,334,896		



**Northwestern Michigan College
Comparison - Fiscal Year to Date
General Fund
March 2024 vs. March 2023**

INTERIM
This statement does not
reflect year-end results.

	YTD 3/31/2024	YTD 3/31/2023	\$ Diff	% Diff	Comments
Revenue					
Local Sources:					
Tuition & Fees	\$ 19,086,863	\$ 17,439,623	\$ 1,647,240	9%	Primarily due to higher enrollment resulting in higher tuition and fee revenue, higher EES revenue and higher flight fee revenue in FY24 than prior year
Property Taxes	13,247,197	11,769,746	1,477,451	13%	Timing of property tax payments received from townships and overall increases in property values
Total Local Sources	32,334,060	29,209,369	3,124,691	11%	
State Sources	7,596,779	7,020,704	576,075	8%	Higher state appropriations received in FY24
State PPT Reimbursement	89,057	75,938	13,119	17%	Higher PPT reimbursement in FY24
Federal Sources	-	-	-	0%	Consistent with prior year
Private Sources	900,827	793,985	106,842	13%	Timing of recording of quarterly Foundation gifts
Investment Income	779,517	404,409	375,108	93%	Higher interest/dividends recognized in FY24 than in FY23
Other Sources	399,266	454,102	(54,836)	-12%	Primarily due to lower Marine Center revenue through this time of year in FY24
Total Revenue	42,099,506	37,958,508	4,140,999	11%	
Expenses					
Salaries and Wages	16,513,683	16,057,265	456,418	3%	Consistent with prior year; professional salary expenses are higher in FY24 and partially offset by lower adjunct expenses due to EduStaff transition
Benefits	7,454,944	6,969,977	484,967	7%	Primarily due to higher health benefit expenses impacting FY24 and higher MPSERS expenses in FY24
Purchased Services	2,877,518	1,909,436	968,082	51%	Primarily due to transition of adjunct and supplement staff to EduStaff; also impacted by higher advertising expenses in FY24
Supplies & Materials	2,093,966	1,935,597	158,369	8%	Primarily due to higher classroom related fees in FY24; partially offset by lower software/maintenance expenses in FY24
Internal Services	78,444	33,670	44,774	133%	Timing of internal events/charges
Other Expenses	1,046,150	915,833	130,317	14%	Primarily due to higher recruiting/promotion expenses, financial charges, and Native Tuition waivers in FY24
Institutional Expenses	1,421,524	1,402,083	19,441	1%	Consistent with prior year
Maintenance & Renovation	1,335,276	1,210,627	124,649	10%	Primarily due to higher equipment maintenance expenses in FY24; partially offset by timing of software maintenance expenses
Professional Development	492,698	386,135	106,563	28%	Higher higher professional development and subscription expenses in FY24
Capital Outlay	108,735	181,358	(72,623)	-40%	Timing of COAT purchases
Total Expenses	33,422,938	31,001,981	2,420,957	8%	
Transfers	341,672	352,733	(11,061)	-3%	Aviation flight hour transfers, departmental transfers, and indirect grant revenue transfers for FY24
Total Expenses & Transfers	33,764,610	31,354,714	2,409,896	8%	
Net Revenue Over (Under) Expenses	\$ 8,334,896	\$ 6,603,794	\$ 1,731,103	26%	



**Northwestern Michigan College
Comparison - Month Over Month
General Fund
March 2024 vs. Feb 2024**

INTERIM

This statement does not
reflect year-end results.

	YTD <u>3/31/2024</u>	YTD <u>2/29/2024</u>	March 24 <u>Activity</u>	Feb 24 <u>Activity</u>	<u>Comments</u>
Revenue					
Local Sources:					
Tuition & Fees	\$ 19,086,863	\$ 17,124,844	\$ 1,962,019	\$ 2,013,701	Consistent with prior month
Property Taxes	13,247,197	11,319,307	1,927,890	2,336,520	Timing of tax collections received
Total Local Sources	32,334,060	28,444,151	3,889,909	4,350,221	
State Sources	7,596,779	6,413,412	1,183,367	1,335,510	Higher MPSERS Offset payments received in February
State PPT Reimbursement	89,057	89,057	-	-	- Consistent with prior month
Federal Sources	-	-	-	-	- Consistent with prior month
Private Sources	900,827	607,368	293,459	-	- Timing of Foundation quarterly contributions
Investment Income	779,517	604,588	174,929	53,519	Higher investment activity income in March than in February
Other Sources	399,266	366,890	32,376	71,126	Primarily due to higher Lobdell's sales in February than in March
Total Revenue	42,099,506	36,525,466	5,574,040	5,810,376	
Expenses					
Salaries and Wages	16,513,683	14,661,833	1,851,850	1,985,064	Consistent with prior month
Benefits	7,454,944	6,656,054	798,890	826,100	Consistent with prior month
Purchased Services	2,877,518	2,483,853	393,665	262,334	Primarily due to higher advertising expenses, purchased service expenses, and legal expenses in March
Supplies & Materials	2,093,966	1,829,193	264,773	291,255	Lower classroom fee related expenses and printing expenses in March
Internal Services	78,444	79,205	(761)	20,085	Timing of internal events/charges (including opening conference, HR new employee orientation, and transfer to halls auxiliary funds for fall semester fitness fees)
Other Expenses	1,046,150	929,338	116,812	173,040	Primarily due to higher non-professional development expenses in February tied to aviation student trip
Institutional Expenses	1,421,524	1,280,970	140,554	196,899	Final installment payment for snow removal contract made in February 2024
Maintenance & Renovation	1,335,276	1,194,006	141,270	142,720	Consistent with prior month
Professional Development	492,698	437,057	55,641	63,542	Lower professional development fees in March than in February (possibly related to timing of spring break)
Capital Outlay	108,735	108,735	-	43,371	
Total Expenses	33,422,938	29,660,244	3,762,694	4,004,410	
Transfers	341,672	279,952	61,720	-	- Aviation flight hour transfers, departmental transfers, and indirect grant revenue transfers for FY24
Total Expenses & Transfers	33,764,610	29,940,196	3,824,414	4,004,410	
Net Revenue Over (Under) Expenses	\$ 8,334,896	\$ 6,585,270	\$ 1,749,626	\$ 1,805,966	



Northwestern
Michigan
College

MEMO
Administrative Services

To: Troy Kierczynski, VP Finance and Administration
From: Lindsey Lipke, Controller
Date: April 12, 2024
Subject: Realized and Unrealized Investment Gains & Losses for the Quarter Ended March 31, 2024

Northwestern Michigan College (“the College”) manages its investments in effort to maximize returns while carefully assessing portfolio security, interest rate risk, and cash flow needs. The College’s investment options are limited to those allowable under Michigan’s *Community College Act of 1966*, as amended, including but not limited to bonds, treasury bills, treasury notes, certificates of deposit, savings accounts, commercial paper, and mutual funds, trusts, or investment pools composed entirely of instruments that are eligible collateral.

The College invests primarily in bonds, commercial paper, and certificates of deposit. In its long-term strategy, the College typically holds investments to maturity rather than seeking short-term gains at the expense of future returns. Market conditions ultimately drive the College’s investment holdings, income and overall performance.

The College reports investments on its statement of net position at fair value. Dividends, interest, and gains (realized and unrealized) are reflected in aggregate as **net investment income** in the College’s statement of revenue, expenses, and changes in net position. The College recognized the following investment income (general fund only):

Investment Income - General Fund Only

For the periods ending:

	June 30 2022	June 30 2023	March 31 2024
Realized gains (losses)	\$ -	\$ -	\$ -
Unrealized gains (losses)	(1,891,082)	(501,288)	(398,681)
Dividends and interest	172,479	543,467	779,517
Investment income, net	(1,718,603)	42,179	380,836

The College had no realized gains in fiscal years 2022, 2023, or 2024 (year to date) related to investments.

The unrealized losses in fiscal years 2022 and 2023 represent a rebound in bond market rates after bottoming out in June 2020. In fiscal year 2024 (year to date), we continue to recognize overall unrealized losses.

After nearly four years of interest rate hikes stemming from the pandemic, the Fed has been planning to begin a rate cutting cycle in 2024. This cycle has been delayed for the year with first cuts not appearing to be likely until June 2024 or later, however, it is likely that the overall rates in the calendar year will be around 50bps as inflation continues to stick.

An increase in dividends and interest is being seen in 2024 partially due to more favorable market conditions and partially due to the College’s short term investment strategy which is taking advantage of prevailing rates in liquid money market and commercial paper.

Northwestern Michigan College
Investments Held
March 31, 2024

Financial Institution	CUSIP	Security Issuer	Abbr.	Security Type	Maturity	Coupon or Interest Rate	Interest Frequency	Cost	NMC Notes
Huntington Bank	3130AWNN6	Federal Home Loan BKS	FHLB	U.S. Agency Bond	7/26/2028	5.750%	Semi-Annual	\$ 1,250,000	callable 4/2/2024
Huntington Bank	3134GWNX0	Federal Home Loan Mortgage Corporation	FHLM	U.S. Agency Bond	8/27/2030	1.100%	Semi-Annual	\$ 3,900,000	callable on 5/27/24
Huntington Bank	3135GA3L3	Federal National Mortgage Association	FNMA	U.S. Agency Bond	11/23/2029	1.070%	Semi-Annual	\$ 5,000,000	callable on 5/23/24
Huntington Bank	3136G4N33	Federal National Mortgage Association	FNMA	U.S. Agency Bond	8/27/2025	0.500%	Semi-Annual	\$ 5,000,000	callable on 5/27/24
Huntington Bank	3136G45G4	Federal National Mortgage Association	FNMA	U.S. Agency Bond	10/27/2028	0.750%	Semi-Annual	\$ 5,000,000	callable on 4/27/24
Huntington Bank	13608AEE2	Canadian Imperial Bk of Disc Commercial Paper		Corporate Bond	5/14/2024	5.570%	Maturity	\$ 1,040,000	matures 5/14/2024
Huntington Bank	17277AJC2	Cisco Systems Inc Disc Commercial Paper		Corporate Bond	9/12/2024	5.300%	Maturity	\$ 750,000	matures 9/12/2024
Huntington Bank	63307LD16	National Bank of Canada Disc Commercial Paper		Corporate Bond	4/1/2024	5.600%	Maturity	\$ 1,270,000	matures 4/1/2024
Huntington Bank	71708EFS9	Pfizer Inc Disc Commercial Paper		Corporate Bond	6/26/2024	5.320%	Maturity	\$ 1,060,000	matures 6/26/2024
Huntington Bank	8672E2G85	SunCorp-Metway LTD Disc Commercial Paper		Corporate Bond	7/8/2024	5.300%	Maturity	\$ 1,500,000	matures 7/8/2024
Huntington Bank	89233GF35	Toyota Mtr Cr Corp Disc Commercial Paper		Corporate Bond	6/3/2024	5.430%	Maturity	\$ 1,050,000	matures 6/3/2024

Total Investments Held \$ 26,820,000

Northwestern Michigan College
Statement of Net Position
General Fund
March 31, 2024



	As of March 31,	
	2024	2023
Assets		
Current assets		
Cash and cash equivalents	\$ 18,363,554	\$ 7,316,472 A
Accounts receivable, net	5,616,535	5,543,138
Prepaid expenses and other current assets	2,470,997	1,523,275
Total current assets	26,451,087	14,382,885
Noncurrent assets		
Long-term investments	25,969,465	25,172,315 A
Due to other funds	(27,284,515)	(17,024,661)
Total noncurrent assets	(1,315,050)	8,147,654
Total assets	\$ 25,136,036	\$ 22,530,539
Liabilities		
Current liabilities		
Accounts payable	\$ 56,779	\$ 250,985 B
Accrued payroll	2,023,049	2,029,592
Unearned revenue	4,216,915	3,336,200
Total current liabilities	6,296,744	5,616,777
Noncurrent liabilities		
Voluntary separation plan	\$ 0	\$ 20,800
Total noncurrent liabilities	0	20,800
Total liabilities	\$ 6,296,744	\$ 5,637,577
Net position		
Net position, beginning of year	\$ 10,504,396	\$ 10,327,835
Change in net position	8,334,896	6,565,128
Total net position	18,839,292	16,892,963
Total liabilities and net position	\$ 25,136,036	\$ 22,530,540

Notes:

A - Cash and investments balances fluctuate due to timing of investment purchases, sales, and payroll.

B - Accounts Payable balances fluctuate due to timing of accounts payable processes



Northwestern
Michigan
College

MEMO

*Public Relations, Marketing,
and Communications*

To: Nick Nissley, President

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

Date: 4-8-24

Subject: March 2024 Monthly Report

NMC saw YOY growth in most media categories in March. Overall paid digital campaigns were flat MOM. The adult, GLCI and GLWSI campaigns are performing well. The traditional student campaign has updated creative aimed at improving performance. We continue to monitor increases in “cost per click” across the higher ed segment. This has more than doubled from the previous year and is especially prevalent in the traditional aged demographic. Earned media performance was up across all categories with top stories including the career fair, budget, FRIC and Benzie annexation possibility. Owned media’s NMC Now e-newsletter highlighted experiential learning and the new sports nutrition certificate. Work continues to transition Nexus magazine into a new community engagement piece with a targeted launch date of fall 2024. The goal of the new piece is to directly communicate NMC’s value proposition with tax payers. Shared media followers were up, but engagement dipped due to a shift in paid campaigns YOY. This month’s highest performing posts include dental assisting, a dual enrollment profile, world water day and study abroad. the aviation trip to Florida, FAFSA, Becki Wooters from dental and Food for the soul. Finally, we are excited to launch the brand assessment and strategy development with partner Stamats, funded by a Lumina Foundation grant. NMC Public Relations, Marketing and Communication key performance indicators for March 2024 include:

Paid Media -flat

- Applications: 103
- Accounts: 106

Earned Media -↑

- Media mentions: 164
- Positive/neutral sentiment: 99%
- Publicity value: \$1.4m

Owned Media ↑

- NMC Now: 911 readers, 45% open rate

Shared Media ↑

- Facebook followers: +10% YOY
- Facebook engagement: -82% YOY
- Instagram followers: +12% YOY
- Instagram engagement: -22% YOY



MEMO: Resource Development

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

From: Carly McCall, Director of Alumni Engagement

Date: April 15, 2024

Subj: Foundation Update

Fund Raising – a report on FY24 goals

As of April 10, 2024, the fiscal year is 78% completed and 78% of the budgeted goal of \$2,575,000 in new cash gifts and pledges has been received, with 3,347 gifts and pledges recorded.

FY24 Total Dollars Raised Through the NMC Foundation

\$1,800,510	Total cash gifts and pledges received to date (including The Fund for NMC)
\$944,000	New documentation of planned gift intentions
+ \$209,098	Gross event revenue
\$2,953,608	Total raised through gifts, new planned gift commitments, and events
\$667,000	Additional cash, received from previously documented planned gifts

Of the gifts realized (cash, pledges, and planned gifts), donors are impacting the following areas of the college:

- Unrestricted gifts to the Fund for NMC - \$308,862
- Scholarships, both restricted and endowed funds - \$1,717,090
- Program support and capital projects at NMC - \$718,557

Foundation Initiatives

- **Taste of Success** is nearly sold out! The event, which is the largest fundraiser for the Great Lakes Culinary Institute, will be Friday, April 26, 2024 with tickets \$150 per person. Tickets and sponsor information is available at nmc.edu/taste-of-success.
- The 2nd **Gala to Give** was held Friday, April 5, 2024 in the Dennon Museum. This event, organized by individual students and recent grads, along with Audio Tech students and members of the Multicultural Student Alliance, raised over \$1,100 for the NMC Food Pantry. Nearly 150 were in attendance at 'The Garden Gala,' with musical performances from NMC students and refreshments from a variety of local international restaurants.
- The 2024 **Scholarship Celebration** was held on Friday, April 12 2024 at the Hagerty Center. Nearly 100 donors, students and employee representatives enjoyed light refreshments and an invigorating panel discussion of three current NMC students (and scholarship recipients), hosted by President Nissley. Attendee response was very positive, with many remarking how hearing directly from students always revitalizes their energy for NMC and for philanthropy.

Northwestern Michigan College
Board of Trustees
Building & Site Committee Minutes
April 9, 2024
President's Office Conference Room
Tanis Building
1701 E. Front Street, Traverse City, MI 49686

Committee Chair Ken Warner called the meeting to order at 2:00 p.m.

Members Present: Ken Warner, Kennard Weaver, Chris Bott

Others Present: Nick Nissley, Lynne Moritz, Troy Kierczynski, Jerry Tomczak

Aviation Hangar Expansion Project

Jerry Tomczak stated three bids were received for architectural services. The request for proposals was posted publicly and invitations were sent individually to two additional firms, which elected to not bid on the project. Based upon bids and interviews, it is recommended to contract with Environment Architects for a fee of \$245,000 with estimated reimbursables at \$2,000. Kennard Weaver made a motion, seconded by Chris Bott, for the recommendation to be considered by the full Board, to be placed on the April 22 agenda.

Four bids were received for Civil Services pertaining to the project; Gosling has been selected for the services, which include topographic survey, site plan approval, and construction documents. The expense for Civil Services is below the purchasing threshold requiring Board of Trustees approval.

Construction Manager bids are due Thursday, April 11, 2024. The construction manager will be required to provide budget estimates for each phase of construction. There was discussion regarding penalties for delays in the timeline of the project. The committee will meet on Wednesday, April 17, at 1:30pm, to review the recommendation for construction manager prior to sending the recommendation to the full Board of Trustees for the April 22 meeting.

Campus Master Plan

Discussion began regarding a recent communication from Grand Traverse Area Catholic Schools expressing their interest in either leasing or purchasing the University Center. The remaining steps in the timeline of the campus facilities master plan were discussed, as well as review and discussion of recent developments pertaining to existing college properties.

Public Input—There was no public comment offered.

The meeting was adjourned at 3:01 p.m.

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

Northwestern Michigan College
Board of Trustees
Building and Site Committee Minutes
April 17, 2024
President's Office Conference Room
Tanis Building
1701 E. Front Street, Traverse City, MI 49686

Committee Chair Ken Warner called the meeting to order at 1:30 p.m.

Members Present: Ken Warner, Kennard Weaver, Chris Bott

Others Present: Nick Nissley, Lynne Moritz, Troy Kierczynski, Jerry Tomczak

Aviation Hangar Expansion Project Construction Manager

Led by Cunningham-Limp as owner's rep, NMC solicited proposals for construction management services on March 25, 2024, with bids due back by April 11, 2024. Two out of five firms responded, and both responding firms were interviewed on April 16, 2024. Based upon interviews of two of the firms, it was recommended to authorize the administration to enter into an initial contract with Miller-Davis Company not to exceed \$454,000, for construction management services. The proposed amount is based on Miller-Davis Company's fee estimate plus a 10% contingency. Final contract amounts will be adjusted upon establishment of the Guaranteed Maximum Price (GMP) after subcontractor bids are received. Interview discussions did include mutual agreement to incentives for finishing the project early and penalties for completion behind schedule. Aviation Program operations are scheduled to continue throughout the construction process.

On a motion by Chris Bott, seconded by Kennard Weaver, the committee unanimously supported having the full Board of Trustees consider the recommendation on their April 22 regular meeting agenda.

Public Input—There was no public comment offered.

Other Discussion—Troy Kierczynski thanked the committee for coming together for the additional meeting to keep the hangar expansion project moving. President Nissley recognized Kierczynski for his work in the purchasing of apartments adjacent to the Front Street campus, which will be finalized on April 18, 2024.

The meeting was adjourned at 1:45 p.m.

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

Northwestern Michigan College
Board of Trustees
Audit Committee Minutes
April 9, 2024
President's Office Conference Room
Tanis Building
1701 E. Front Street, Traverse City, MI 49686

Committee Chair Kennard Weaver called the meeting to order at 3:04 p.m.

Members Present: Kennard Weaver, Bill Marsh, Andy Robitshek

Others Present: Nick Nissley, Lynne Moritz, Troy Kierczynski, Lindsey Lipke, Steve Fisher, Paul Schoppe (via zoom)

FY23 and FY24 Audit Fees

A letter was received from Plante Moran on March 25, 2024, requesting \$23,700 in additional payment for the completed FY23 audit and an increase in rates for the FY24 audit in the amount of \$24,500. If the college and foundation do not agree to the increased fees, initiating a bid process to reconsider the auditing firm would be required. The current agreement with Plante Moran is through FY24.

It was recommended to remain with Plante Moran for the FY24 audit and issue a request for proposals in the fall of 2024 to consider selecting a different firm. The committee recommended negotiating a split of the additional FY23 audit fees, to which Plante Moran has agreed.

Andy Robitshek made a motion, seconded by Bill Marsh, to continue with Plante Moran for the FY24 audit and agree to 50% (or \$11,850) of the assessed additional fees for the year ended June 30, 2023.

Public Input—There was no public comment offered.

The meeting was adjourned at 3:27 p.m.

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

Northwestern Michigan College
Board of Trustees
Executive Committee Minutes
April 17, 2024
President's Office Conference Room
Tanis Building
1701 E. Front Street, Traverse City, MI 49686

Committee Chair Laura Oblinger called the meeting to order at 2:00 p.m.

Members Present: Laura Oblinger, Chris Bott, Kennard Weaver

Others Present: Nick Nissley, Lynne Moritz, Todd Neibauer

President's Update: Benzie County Annexation

President Nissley provided an update on Benzie Annexation since the Board met for a study session on April 2, 2024, including summarizing the polling results completed by EPIC-MRA. The committee also reviewed language for draft resolutions pertaining to the ballot language and a supportive resolution, in addition to next steps that would follow the Board of Trustees' adoption of the resolutions.

Board of Trustees Agenda for April 22, 2024

The committee reviewed the upcoming agenda for any questions or points of clarity. Regarding the Campus Safety and Security Assessment, it was noted that window protections and electronic door locks (for both internal and external doors) should be addressed.

Public Input—There was no public comment offered.

The meeting was adjourned at 2:39 p.m.

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

**Northwestern Michigan College
State of Michigan**

A regular meeting of the Board of Trustees of Northwestern Michigan College, State of Michigan, was held in the Timothy J. Nelson Innovation Center, Room 106/107, Traverse City, Michigan, on April 22, 2024, at 5:30 p.m., local time.

PRESENT: _____

ABSENT: _____

**RESOLUTION PROPOSING
ANNEXATION OF BENZIE COUNTY**

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

WHEREAS, Northwestern Michigan College (the “College” or the “Community College District”) is a community college district organized under Part I, Chapter 1 of Act 331, Public Acts of Michigan, 1966, as amended (“Act 331”); and

WHEREAS, under the provisions of Part I, Chapter 1, Section 21 of Act 331, a community college district organized by a county may propose annexation of another county to the community college district that is not already included within the area of a community college district; and

WHEREAS, the College proposes annexation of Benzie County to the Community College District under the provisions of Act 331; and

WHEREAS, Section 21(2) of Act 331 provides that the college’s board of trustees shall obtain the approval of the proposed annexation from the State Superintendent of Public Instruction (the “State Approval”), and upon receipt of the State Approval, the secretary of the board of trustees shall file certified copies of the annexation resolution and the State Approval with the county clerk of the county to be annexed; and

WHEREAS, Section 21(3) of Act 331 provides that after the receipt of the annexation resolution and the State Approval, the county clerk shall place before the electors the question of annexation to the community college district and of approving the maximum tax rate existing in the community college district.

WHEREAS, if the annexation proposal is approved by the State and the voters, the College has proposed to invest approximately \$2 million per year of the additional millage revenues to establish local satellite College locations in Benzie County and offer various programming to Benzie County including employee and job training programs in conjunction with local employers and college and job skill training programs for high school students in conjunction with local school districts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The College proposes annexation of Benzie County to the Community College District under the provisions of Act 331. The Secretary of the Board of Trustees is hereby directed to file a certified copy of this Resolution with the State Superintendent of Public Instruction together with any other materials which shall be required to obtain the State Approval of the proposed annexation. The officers, administrators, agents and attorneys of the College are hereby authorized and directed to take all other actions necessary or convenient and to execute and deliver any documents and certificates as may be required to obtain the State Approval.

2. Upon receipt of State Approval of the proposed annexation, the Secretary of the Board of Trustees is hereby directed to file a certified copy of this Resolution and the State Approval with the Benzie County Clerk.

3. The College hereby requests that, after a certified copy of this Resolution and the State Approval have been filed with the Benzie County Clerk, that the Benzie County Clerk call a regular election to be held on Tuesday, November 5, 2024, within Benzie County, for the purpose of voting on an Annexation Proposition and an Annexation Millage Proposition, which both shall be stated on the ballots and/or voting machines in substantially the forms attached hereto as Exhibit A.

4. Prior to the submission of the Annexation Proposition and Annexation Millage Proposition to the Benzie County Clerk, the officers and administrators of the College are authorized to consent to such revisions to the forms of the Annexation Proposition and Annexation Millage Proposition as required or permitted by law, including adjustments for any Headlee rollbacks applicable to the operating millages to be levied in the Community College District for the 2024 tax year.

5. The officers and administrators of the College are authorized to do all other acts and things as required or permitted by law to be done by the College in order to cause the propositions proposed by this Resolution to be submitted to vote of the electors of Benzie County.

[Remainder of page intentionally left blank.]

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES : _____

NAYS: _____

RESOLUTION DECLARED ADOPTED

Secretary, Board of Trustees
Northwestern Michigan College

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Trustees of Northwestern Michigan College, State of Michigan, at a regular meeting on April 22, 2024, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that minutes of the meeting were kept and will be or have been made available as required by said Act 267.

Secretary, Board of Trustees
Northwestern Michigan College

EXHIBIT A**NORTHWESTERN MICHIGAN COLLEGE
ANNEXATION PROPOSITION**

This proposal asks voters in Benzie County whether they would like to join the Northwestern Michigan College district. If this proposal is approved, residents of Benzie County would pay in-district tuition at the College.

Shall Benzie County be annexed as a part of the community college district of Northwestern Michigan College, State of Michigan, in accordance with the provisions of Act 331, Public Acts of Michigan, 1966, as amended?

YES
NO

Under Michigan law, the annexation is only effective if both this Annexation Proposition and the Annexation Millage Proposition below are approved.

**NORTHWESTERN MICHIGAN COLLEGE
ANNEXATION MILLAGE PROPOSITION**

In order for Benzie County to join the Northwestern Michigan College district, voters must also approve the levy of taxes by the College in Benzie County. The following proposal asks voters to approve the current maximum millage rate of 2.0574 mills being levied in the Northwestern Michigan College district to also be levied in Benzie County beginning in 2025 and in perpetuity. If this proposal is approved, the additional millage revenues would be used primarily to pay for College operations and programs in Benzie County.

Shall taxes currently authorized to be levied by Northwestern Michigan College, State of Michigan be assessed as new additional millage, in an amount not to exceed 2.0574 mills (\$2.06 per \$1,000 of taxable value) beginning in 2025 and in perpetuity, on taxable property in Benzie County annexed as a part of the community college district of Northwestern Michigan College to provide funds to the College for operating purposes? If approved this millage would raise approximately \$3,516,409 for College operations when first levied in 2025.

YES
NO

Under Michigan law, the annexation is only effective if both this Annexation Millage Proposition and the Annexation Proposition above are approved.

Northwestern Michigan College
State of Michigan

A regular meeting of the Board of Trustees of Northwestern Michigan College, State of Michigan, was held in the Timothy J. Nelson Innovation Center, Room 106/107, Traverse City, Michigan, on April 22, 2024, at 5:30 p.m., local time.

PRESENT: _____

ABSENT: _____

**RESOLUTION IN SUPPORT OF BALLOT PROPOSAL FOR ANNEXATION OF
BENZIE COUNTY INTO NORTHWESTERN MICHIGAN COLLEGE DISTRICT**

WHEREAS, Northwestern Michigan College ("the College") is committed to providing lifelong learning opportunities to transform lives and enrich our communities;

WHEREAS, the College Board of Trustees recognizes the significant benefits of lifelong learning and workforce development for all residents within the College's service area; and

WHEREAS, the College recognizes the growing demand for skilled workers and higher education opportunities throughout the region; and

WHEREAS, the residents of Benzie County have expressed a strong interest in expanding their access to affordable higher education options;

WHEREAS, a well-educated citizenry is essential for a thriving economy and a strong democracy;

WHEREAS, a ballot proposal will be presented to voters in Benzie County on November 5, 2024, that would annex Benzie County into the College's district;

WHEREAS, annexation would allow residents of Benzie County to directly benefit from the College's educational programs and services;

WHEREAS, if the annexation proposal is approved by the State and the voters, the College has proposed to invest approximately \$2 million per year of additional millage revenues to establish local satellite College locations in Benzie County and offer various programming to Benzie County including employee and job training programs in conjunction with local employers and college and job skill training programs for high school students in conjunction with local school districts;

WHEREAS, annexation would provide Benzie County residents with a direct voice in the College's governance through representation on the Board of Trustees; and

WHEREAS, annexation would allow residents of Benzie County greater access to the College's comprehensive range of programs and services, including:

- Associate degree and certificate programs
- Workforce training and development opportunities
- Continuing education and lifelong learning courses
- Affordable tuition and financial aid options

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Northwestern Michigan College strongly supports the ballot proposal for the annexation of Benzie County into the College's district.

BE IT FURTHER RESOLVED that the Board believes that annexation would be mutually beneficial for both the College and the residents of Benzie County.

BE IT FURTHER RESOLVED that the Board encourages all registered voters in Benzie County to participate in the upcoming election and to vote in favor of the annexation proposal.

BE IT FURTHER RESOLVED that the Board authorizes and supports the College administration to:

- Pursue the steps necessary to place the proposal on the November 5, 2024, ballot in Benzie County; and
- Develop and implement a comprehensive outreach and communication plan to inform residents of Benzie County about annexation and the upcoming ballot proposal.

AYES : _____

NAYS: _____

RESOLUTION DECLARED ADOPTED

Secretary, Board of Trustees
Northwestern Michigan College

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Trustees of Northwestern Michigan College, State of Michigan, at a regular meeting on April 22, 2024, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that minutes of the meeting were kept and will be or have been made available as required by said Act 267.

Secretary, Board of Trustees
Northwestern Michigan College



To: President Nick Nissley
From: Craig Hadley
Re: FY25 MACC Grant Application Authorization
Date: April 1, 2024

Dear President Nissley,

Greetings. This memo is to notify you that the Denmos Museum Center at Northwestern Michigan College intends to submit an application to the Michigan Arts and Culture Council (MACC, formerly MCACA) for a Project Support Grant in the amount of \$30,000. MACC funding has generously supported exhibition and concert-related expenses at the Denmos Museum Center for many years.

Per MACC grant application requirements, we formally request that the NMC Board of Trustees approve the following statement at its regularly scheduled April 2024 meeting as follows:

The Denmos Museum Center at Northwestern Michigan College is authorized to submit an application for grant funding in the amount of \$30,000 for project support to the Michigan Arts and Culture Council (MACC) in the current round of FY25 grant applications.

We would greatly appreciate having this request placed on the board agenda for approval. Please let me know if you have any questions about this funding opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig R. Hadley".

Craig R. Hadley
Executive Director and Chief Curator

Northwestern Michigan College
1701 East Front Street
Traverse City, MI 49686

Phone 231.995.1055
Fax 231.995.1597



**Northwestern
Michigan
College**

To: Dr. Nick Nissley, President
From: Jason Slade, Vice President of Strategic Initiatives
Date: April 15, 2024
Subject: Michigan New Jobs Training Program (MNJTP) - New & Amended Agreements for Board Approval - April 22, 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. Amend the previous agreement dated September 22, 2023. This agreement increases the budget from \$373,498 to \$473,498. Amended agreement date is April 22, 2024.

With the amendment:

- Net new jobs qualified under all agreements are projected at 1,148.
- Training expenditures are now valued at over \$10.7M 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

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-XXX	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

MICHIGAN NEW JOBS TRAINING AGREEMENT NJTP-219; AMENDMENT #4

This amendment between Northwestern Michigan College and Cherry Republic dated April 22, 2024, amends the previous agreement dated September 22, 2023. This Agreement increases the funding from \$373,498 to \$473,498.

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	\$ 411,737
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 61,761
	TOTAL	\$ 473,498

Final Costs

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

Acknowledged this 22nd day of April 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:	30
B.	Expected date by which new jobs will be filled:	01/01/20
C.	Estimated costs of training:	\$ 411,737
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	\$742,742	\$ 31,567	\$ 31,567
2	\$742,742	\$ 31,567	\$ 63,134
3	\$742,742	\$ 31,567	\$ 94,701
4	\$742,742	\$ 31,567	\$126,268
5	\$742,742	\$ 31,567	\$157,835
6	\$742,742	\$ 31,567	\$189,402
7	\$742,742	\$ 31,567	\$220,969
8	\$742,742	\$ 31,567	\$252,536
9	\$742,742	\$ 31,567	\$284,103
10	\$742,742	\$ 31,567	\$315,670
11	\$742,742	\$ 31,567	\$347,237
12	\$742,742	\$31,567	\$378,804
13	\$742,742	\$31,567	\$410,371
14	\$742,742	\$31,567	\$441,938
15	\$742,742	\$31,567	\$473,498

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.

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 the following:

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

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

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

(iv) Results in a net increase in employment in this state for that employer.

(v) The wage paid for the job is equal to or exceeds 175 percent of the state minimum hourly wage rate in effect as of the Effective Date (**\$16.19**).

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 the following apply:

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

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

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

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

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

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

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

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

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

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

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

(j) If Training Equipment will be physically located on the property of the College, then all 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 insurance at all times the Training Equipment is on the property of the Employer, that meets all 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 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 over which the Bonds mature and the Program Costs are deferred; provided, that this Agreement shall not terminate, and the obligations, representations, warranties, covenants and agreements of the Employer hereunder shall continue until the Bonds, if any, issued in connection with the Project shall have been paid in full.

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

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

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

ARTICLE VII COVENANTS, REPRESENTATIONS, AND WARRANTIES

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

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

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

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

ARTICLE VIII EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

**ARTICLE IX
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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


NORTHWESTERN MICHIGAN COLLEGE

Name: _____
Nick Nissley

Title: President

Date: April 22, 2024

CHERRY REPUBLIC

Name:  _____
Todd Ciolek

Title: Chief Executive Officer

Date: April 22, 2024

Michigan New Jobs Training Program -- Board Summary

Company: **Cherry Republic**

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

Company Classification: 311421

Type of Agreement: 15-Year Agreement

Existing Jobs: 75

Net New Jobs to be Created: 30

People to be Trained: 30

Approximate Start Date: 09/24/18

Approximate End Date: 09/23/33

Budget Analysis:

Revenues

Estimated State Withholding

Estimated Expenses

MCCA Administration Costs (1%)

College Administration Costs (14%)

Total Estimated Training Budget

	Original Award 09/24/18	Amendment 06/21	Amendment 10/22	Amendment 04/24
Estimated State Withholding	\$ 125,000	\$ 240,000	\$ 373,498	\$ 473,498
<u>Estimated Expenses</u>				
MCCA Administration Costs (1%)	\$ 1,087	\$ 2,087	\$ 3,248	\$ 4,117
College Administration Costs (14%)	\$ 15,217	\$ 29,217	\$ 45,469	\$ 57,643
Total Estimated Training Budget	\$ 108,696	\$ 208,696	\$ 324,781	\$ 411,737

Funding Vehicle: Pay-As-You-Go Agreement

Recommendation: Agreement Approval



MEMO
Administrative Services

To: Dr. Nick Nissley, President
From: Troy Kierczynski, VP of Finance and Administration
Date: April 15, 2024
Subject: Architectural Services for Aviation Hangar Expansion

This document provides an overview and recommendation for selecting an architectural firm for the design and construction phase of the Aviation hangar expansion.

Board Authorization Requested

Authorize the administration to enter into a contract with Environment Architects Inc. in the amount not to exceed \$247,000.

Background / Scope of Work

As laid out in our strategic plan, NMC seeks to expand our Aviation program by increasing plane storage at hangar by 50%. Design development services are a required next step for construction planning. A solicitation of proposals was announced March 11, 2024, with proposals due back to NMC on March 25, 2024. Cunningham-Limp, NMC's owner's representative for the project, led the process in developing the criteria, correspondence with bidders, and the analysis of the submitted proposals. Several NMC staff participated in review, scoring, and selection (recommendation).

Bid Summary

NMC received three responses to the RFP for architectural services:

Company	Location	Total costs
Environment Architects	Traverse City, MI	\$247,000
Progressive AE	Grand Rapids, MI	\$295,000
Sidock Architects	Gaylord, MI	\$520,600
Integrated Architects	Grand Rapids, MI	Declined
Cornerstone Architects	Traverse City, MI	Declined

We selected two firms for interviews based on fees, related project experience, and staff qualifications. Both firms interviewed provided a thorough work plan. During the interview process, we looked for key differentiators that we felt would help successfully manage the project on schedule and within budget. Presenters were asked to elaborate on how they would complete design work within the timeline and budget. The final recommendation is based on Environment Architects' understanding of the project, ability to start immediately, and their competitive fee.

Source of Funds

The source of funds for this contract will be the \$3.75m MEDC grant through the State of Michigan.



Northwestern
Michigan
College

MEMO

Administrative Services

To: Dr. Nick Nissley, President
From: Troy Kierczynski, VP of Finance and Administration
Date: April 17, 2024
Subject: Construction Manager - Aviation Hangar Expansion Project

This document provides an overview and recommendation for selecting a Construction Manager (CM) for the Aviation Hangar Expansion project.

Board Authorization Requested

Authorize the administration to enter into an initial contract with Miller-Davis Company not to exceed \$454,000, for construction management services. The proposed amount is based on Miller-Davis Company's fee estimate plus a 10% contingency. Final contract amounts will be adjusted upon establishment of the Guaranteed Maximum Price (GMP) after subcontractor bids are received.

Background / Scope of Work

Led by Cunningham-Limp as owner's rep, NMC solicited proposals for construction management services on March 25, 2024, with bids due back by April 11, 2024. Two out of five firms responded, and both responding firms were interviewed on April 16, 2024.

Bid Summary

****Based on \$7,000,000 project cost****

Company	Headquarters	Pre-constr.	Fee	General Conditions	General Liability / P&P Bonds	Total estimated costs
Miller-Davis	K-Zoo, MI	\$19,983	\$121,100	\$175,788	\$98,000	\$414,871
Pioneer	GR, MI	\$21,000	\$280,000	\$513,399	-	\$814,399
Clark	Lansing, MI	-	-	-	-	Declined
Christman	Lansing, MI	-	-	-	-	Declined
GT Constr.	TC, MI	-	-	-	-	Declined

Both responding firms provided a complete response to the RFP and demonstrated qualified and experienced personnel to execute the project. While Pioneer's Aviation-related experience was more extensive, Miller-Davis's fees, approach, and recent project success for NMC (UC Greenspire expansion) were key factors that drove our recommendation.

Source of Funds

The source of funds for this contract will be the \$3.75m MEDC grant through the State of Michigan.



MEMO
Administrative Services

To: Dr. Nick Nissley, President
From: Troy Kierczynski, VP of Finance and Administration
Date: April 12, 2024
Subject: Safety and Security Assessment Recommendation

This document provides an overview and recommendation for selecting a company to execute a campus-wide safety and security assessment of Northwestern Michigan College’s physical campus and practices and procedures.

Board Authorization Requested

Authorize the administration to enter into a contract in the amount of \$89,985 with Security Risk Management Consultants, LLC (“SRMC”) to conduct a comprehensive safety and security assessment.

Background / Scope of Work

NMC seeks to enhance its campus safety and security culture to foster safe learning communities for our students, employees, and other campus users. A request for proposals was announced on February 27, 2024 with a due date of March 22, 2024. The requested scope of work includes four primary objectives: 1. Physical security assessment for all campus buildings (26 total); 2. Evaluation of NMC’s emergency management function; 3. Evaluation of NMC’s safety climate, policies, procedures, and practices; 4. Evaluation of safety and security training and related resources on campus. The process will take approximately 100 days, with a deliverable in the form of a final assessment report with prioritized recommendations.

Bid Summary

Six qualified firms responded to the RFP. Based on initial proposals, fees, and scoring results based on weighted criteria, the top two firms were interviewed on April 11, 2024. Overall, SRMC was the best fit based on higher education experience, fees and value, approach, and timeline.

Company	Location	Fee
Security Risk Management Consultants	New Albany, OH	\$89,835
Secure Environment Consultants	Grand Rapids, MI	\$65,000
Navigate 360	Richfield, OH	\$31,029
IXP	Princeton, NJ	\$179,510
Aanko Technologies	Salinas, CA	\$260,000
COSECURE Enterprise Risk Solutions	Philadelphia, PA	\$174,360

Source of Funds

The source of funds for this will be general fund.



MEMO
Systems & LAN Management

To: Dr. Nick Nissley, President
From: Todd Neibauer, Vice President for Student Services and Technologies
Date: March 25, 2024
Subject: Cisco edge network switch replacement

Board Authorization Requested

Authorize the administration to enter into a contract with People Driven Technologies, Inc. for the replacement of the Cisco edge network switch equipment in the amount of \$849,320, plus a 5% contingency, for a total project budget of \$891,786.

Background

The College operates and maintains a technology infrastructure system that includes network switches in each building and at the core of the network. These switches provide network connections between our classroom and office computers and our network servers as well as the internet. The College undertook a two-phase replacement of this equipment, beginning with the core network switch replacement in November 2023. Phase two is the replacement of all edge switches in each building throughout all campus locations. The current switches were installed in 2017, and have reached the end of their supported lifecycle and software maintenance releases by Cisco.

Procurement Process

In lieu of administering our own competitive bidding process, we recommend leveraging the State of Michigan's ("SOM") extended purchasing program called **MiDEAL**. MiDEAL allows Michigan cities, townships, villages, counties, school districts, universities, colleges and nonprofit hospitals to buy goods and services from state contracts. The program is authorized by Michigan Legislation, and has been in existence since 1984. Approximately 1400 members like NMC benefit directly from the reduced cost of goods and services and indirectly by eliminating the time needed to process bids.

In August 2021, the SOM entered into contract #210000001333 with Cisco Systems, Inc. for Data Communications Products and Services (including network switches). The contract is in effect through 9/30/2024, and allows orders to be placed through Cisco or any one of its 10 fulfillment partners. People Driven Technologies, a fulfillment partner, assisted with Phase 1 and has a strong reputation with NMC.

Funding Source

This purchase will be funded by the Technology Plant Fund Reserves.

MEMO
Educational Technology

To: Dr. Nick Nissley, President
From: Todd Neibauer, Vice President for Student Services and Technologies
Date: April 9, 2024
Subject: Moodle replacement with Instructure Canvas

Board Authorization Requested

Authorize the administration to enter into a contract with Instructure to migrate all Moodle courses and content to Canvas LMS for \$164,196.16 in licensing plus an overlap implementation period for \$24,840 for a three year total of \$189,036.16.

Background

In December 2022, the Ed Tech team began an exploration of Learning Management Systems to replace Moodle, which NMC has had as its LMS for more than 15 years. While Moodle has served the NMC community well, increasingly, challenges with integrating third-party applications have occurred with a frequent need to make significant customizations with each release of new versions of Moodle. Since Moodle is an open-source LMS, there is no direct support for the necessary changes which has made it a growing burden on IT staff. NMC is one of the last colleges in Michigan using Moodle. This change will provide faculty and students with a consistent user experience, a highly rated mobile app for teaching and learning, and move the LMS from an on-premise NMC-supported server to the Instructure AWS cloud-hosted solution.

An RFP for a new LMS was launched in December 2023, with responses from D2L (Brightspace) and Instructure (Canvas). The third vendor submitted a reply after the set deadline. After faculty and student feedback from demonstrations by both vendors, six months of testing in the LMS environments, and the Ed Tech team technical evaluation, the Canvas LMS by Instructure was chosen to replace Moodle by Fall 2025. The D2L Brightspace overall proposal was \$128,469.68 but did not include a 6-month implementation window which would have required additional licensing. It also did not provide advanced analytics.

Funding Source

This purchase will be funded by the Educational Technology E&G budget.