



Northwestern  
Michigan  
College

# Board of Trustees

[www.nmc.edu/trustees](http://www.nmc.edu/trustees)

*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](mailto:trustees@nmc.edu)

## Meeting Agenda

Monday, June 23, 2025

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

5:30 p.m. Regular Meeting

### I. GENERAL BUSINESS

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

### II. DISCUSSION

- E. **Review of Trustee Selection Process**—*Laura Oblinger, Chair*
- F. **Candidate Presentations and Clarifying Questions**
- G. **Discussion and Verbal Poll for Top Three Candidates**

### III. ACTION

- H. **Board Appointment** (Pursuant to Policy A-106.00 Other)  
Recommend that \_\_\_\_\_ be appointed to fill the vacancy on the Northwestern Michigan College Board of Trustees per the Michigan Community College Act. (*Roll Call Vote*)
- I. **Election of Secretary**  
Nomination and election of Secretary to fill vacancy due to resignation of Chris Bott. (*Roll Call Vote*)

### IV. BUDGET HEARING—including the proposed property tax millage rate

Recommend that the regular meeting be closed and the budget hearing opened  
(*Roll Call Vote*)

- 1. FY26 Budget Review—*Troy Kierczynski, Vice President of Finance and Administration*

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2. Public Comment

3. Adjournment

Recommend that the budget hearing be closed and the regular meeting be reconvened.  
*(Roll Call Vote)*

### V. STRATEGIC FOCUS

J. Community Partnerships & Engagement—Jason Slade, Vice President of Strategic Initiatives

### IV. REPORTS AND PRESENTATIONS

K. Faculty Report: The Now & Next in NMC's Early Education—*Cheryl Bloomquist, Social Sciences Instructor*

### V. 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

L. President's Update—*President Nick Nissley*

M. Board Chair Update—*Laura Oblinger, Chair*

### 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:

N. Minutes of the May 19, 2025, regular meeting

O. Enrollment Report—*Todd Neibauer, Vice President, Student Services and Technologies*

P. Financial Report—*Troy Kierczynski, Vice President, Finance and Administration*

Q. Public Relations, Marketing, & Communications Report—*Diana Fairbanks, Associate Vice President of Strategic Communications and Change Initiatives*

R. Foundation Report—*Katharine Marvin, Vice President of Advancement*

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- S. Presidential Performance and Compensation Committee—*Laura Oblinger, Committee Chair*
- T. Executive Committee—*Laura Oblinger, Committee Chair*
- U. Building and Site Committee—*Kennard Weaver, Committee Chair*

## VII. ACTION ITEMS

- V. **Certification of Taxes** (Pursuant to Policy A-106.00 Finance)  
Recommend adoption of a resolution to authorize the millage rate of 2.03 mills be levied for operation purposes for FY26.
- W. **Adoption of Budgets and Tuition Rates** (Pursuant to Policy A-106.00 Finance)  
Recommend adoption of budget resolutions and budgets based on the tuition and fee rates for the FY26 as presented.
- X. **Resolution of Appreciation** (Pursuant to Policy A-106.00 Other)  
Recommend adoption of Resolution of Appreciation for Chris M. Bott in recognition of his dedicated service and significant contributions to the Northwestern Michigan College Board of Trustees.
- Y. **Blanket Purchase Orders** (Pursuant to Policy A-106.00 Finance)  
Recommend authorization for administration to create blanket purchase orders for each vendor identified on the presented spreadsheet for the total of the estimated FY25 costs.
- Z. **Culinary Maritime Certificate Level II** (Pursuant to Policy A-106.00 Other)  
Recommend discontinuation of Level I Culinary Arts certificate with Maritime emphasis, and the approval of a new Level II Culinary Arts certificate with Maritime emphasis.
- AA. **Gateway Signage** (Pursuant to Policy A-106.00 Finance)  
Recommend authorization for the administration to enter into a contract with Image 360 in the amount of \$131,931 (which includes \$10,000 contingencies) to refurbish the gateway signage on all NMC campuses. The source of funds is the Strategic Fund.
- BB. **Directional Signage** (Pursuant to Policy A-106.00 Finance)  
Recommend authorization for the administration to enter into a contract with Signplicity in the amount of \$95,356 to upgrade directional signage on all NMC campuses. The source of funds is the FY26 Plant Fund budget.
- CC. **Dennos Museum Roof Replacement** (Pursuant to Policy A-106.00 Finance)  
Recommend authorization for the administration to enter into a contract with Arrow Roofing and Sheet Metal in the amount of \$78,868 to replace the Janis Community Room roof at the Dennos Museum. The source of funding is the Plant Fund.

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

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

- Neuco Furniture and Upholstery (new)
- Warbird Protection Group (new)
- Bulmann Enterprises (amended)

**EE. Poplar Lot Repaving** (Pursuant to Policy A-106.00 Finance)

Recommend authorization for the administration to enter into a contract with Molon Asphalt, Inc for the sum of \$55,400 for repaving the Poplar Lot, which serves the James Beckett building. The source of funding for this project is the FY26 Plant Fund.

**FF. Parking Lot Maintenance** (Pursuant to Policy A-106.00 Finance)

Recommend authorization for administration to enter into a contract with Quality Sealcoating, Inc. in the amount of \$69,938 to complete the work described in the scope of this project. The source of funding for this project is the FY26 Plant Fund.

## 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.

### Upcoming Board Meeting Dates:

*All board meetings are open to the public.*

July 21, 2025 – Aeropark Campus, Parsons-Stulen Room 222/224 \*\*Third Monday  
August 18, 2025 - Timothy J Nelson Innovation Center, Room 106/107 \*\*Third Monday  
September 22, 2025 - Timothy J. Nelson Innovation Center, Room 106/107  
October 20, 2025 - Timothy J. Nelson Innovation Center, Room 106/107 \*\*Third Monday  
November 24, 2025 - Timothy J. Nelson Innovation Center, Room 106/107  
December 15, 2025 - Timothy J. Nelson Innovation Center, Room 106/107

January 26, 2026 - Timothy J Nelson Innovation Center, Room 106/107  
February 23, 2026 - Timothy J Nelson Innovation Center, Room 106/107  
March 23, 2026 - NMC Hagerty Center, Room C  
April 27, 2026 - Timothy J Nelson Innovation Center, Room 106/107  
May 18, 2026 - Timothy J Nelson Innovation Center, Room 106/107 \*\*Third Monday  
June 22, 2026 - Timothy J Nelson Innovation Center, Room 106/107





Northwestern  
Michigan  
College

## ***MEMO***

*Administrative Services*

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**To:** Record-Eagle Legal Notices (FAX 946-8273)(phone 946-2000)  
[legals@record-eagle.com](mailto:legals@record-eagle.com)

**From:** Cathy Brown

**Date:** 6/12/2025

**Subject:** Notice of Public Hearing

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**On Saturday, June 14, 2025**—Please publish the attached Notice of Public Hearing. The notice includes the following statement that is required to be in 11-point boldfaced type:

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

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

Thank you.

Attachment

## **NOTICE OF A PUBLIC HEARING ON PROPOSED 2025-2026 BUDGET**

**PLEASE TAKE NOTICE** that on June 23, 2025 at 5:30 p.m. at the Timothy J Nelson Innovation Center at Northwestern Michigan College's main campus in Traverse City, Michigan, the Board of Trustees of Northwestern Michigan College will hold a public hearing to consider the college's proposed 2025-2026 budget.

The Board may not adopt its proposed 2025-2026 budget until after the public hearing. A copy of the proposed 2025-2026 budget including the proposed property tax millage rate is available for public inspection at:

<https://www.nmc.edu/departments/finance-administration/transparency.html>

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

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

Andrew K Robitshek, Treasurer

# Northwestern Michigan College



**Draft**  
**2025-2026 Budget**



## Memorandum

To: Dr. Nick Nissley, President  
From: Troy Kierczynski, Vice President of Finance and Administration  
Date: June 17, 2025  
Subject: Board of Trustees Budget Material

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

- Budget Process Summary
- Resource Guidelines
- Financial Reserves as of June 30, 2024
- Tax Levy Authorization Resolution
- FY25 General Appropriation Resolution
  - Exhibit 1 – Proposed General Fund Budget
  - Exhibit 2 – Other Transfers Out (In)
  - Exhibit 3 – Plant Fund
  - Exhibit 4 – Combined Budgets—General & Auxiliary Funds
- Auxiliary Funds Budget Summary

Copies will be provided for each Trustee. Thank you.

## NMC Budgeting and Planning Process

The Planning and Budget Council (PBC) was formed during the 1999-2000 academic year by merging the former Planning Council and the former Budget Council. Its purpose is to make recommendations to the President regarding strategic planning design and implementation, operational planning, resource allocation, and the general fund budget. Membership consists of eleven regular members (4 faculty, 3 staff, 1 SGA member, 1 maintenance/custodial staff, and 2 at-large) and additional ex-officio members appointed by the President. The Council meets regularly during the academic year, and ad hoc during the summer months.

PBC's full responsibilities are listed as follows (per Governance Policy D-502.00):

- To assist the President in developing the strategic plan including recommending goals, measures and targets;
- To identify the institutional capacities needed to be developed to achieve the strategic plan;
- To assess service levels across the institution for providing input on the college budget;
- To recommend revisions to the budget guidelines;
- To help align budget recommendations with strategic and operational plans;
- To provide feedback and suggestions for the budget input variables;
- To recommend allocation of resources guided by the Vice President for Finance and Administration;
- To communicate with member constituencies;
- To orient new council members.
- To address other related topics as deemed necessary by the President

This Council improves budget transparency and communication at the College. Current members are listed as follows:

Hollie DeWalt – At Large	Stephen Siciliano - Chair
Dan Gentry – Staff	Jay Smith - Faculty
Rorie Kawulu – Staff	Shilo Smith - Faculty
Troy Kierczynski – Ex-officio	Doug Sieffert–Maintenance/Custodial
Janet Lively - Faculty	Jason Slade – Ex-officio
Tamella Livengood - Faculty	Lisa VonReichenbauer - Staff
Todd Neibauer – Ex-officio	SGA Representative
	Cathy Brown - Recorder

## **NMC BOARD OF TRUSTEES 2025-2026 RESOURCE GUIDELINES**

### **1 – Strategic and Financial Planning**

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

### **2 – Tuition and Fee Rates**

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

Tuition and fee changes must also comply with the State of Michigan's tuition restraint regulations. For fiscal year 2026, in-district tuition and fee increases are limited to the great of 4.5% or \$227 per student (based on 30 credit hours).

### **3 – Salaries and Benefits Equity**

Northwestern Michigan College is committed to attracting and retaining a quality workforce. Equity in salary and benefits is part of the NMC culture and should be expressed within a total compensation package. As part of that package, salary and benefits for faculty and staff will be based on the appropriate peer group or determined in the relevant collective bargaining agreement. The Human Resources office will benchmark non-union employee salaries and wages at least once every three years.

### **4 – Professional Development**

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

### **5 – Faculty and Staff Composition**

The College should balance the composition of its workforce between regular employees (those eligible for full benefits) and contingent employees to assure continuity and commitment while maintaining flexibility to implement strategic directions and complete its strategic initiatives in a timely and effective manner. To enhance the smooth transition of personnel, the College has established a contingency for implementing succession decisions.

### **6 – Technology, Capital Equipment, Maintenance and Renovation**

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

## **7 – Debt Service**

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

## **8 – Financial Reserves**

The annual operating budget should include an appropriate allocation for financial reserves. The Vice President of Finance and Administration and Planning and Budget Council shall monitor reserves at least annually. The College identifies the following specific reserves in accordance with Staff Policy D-504.01 *Financial Reserves*:

### **A – General Operating Reserve**

A fiscally sound institution should maintain adequate operating reserves to meet current obligations, to offset contingencies, and to support unusual cash flows related to the following:

- unexpected declines in enrollment
- unknown state funding commitment or retroactive cuts
- unexpected increases in required contributions to the Michigan Public School Employee Retirement System (MPERS)
- fluctuations in medical or energy costs, or
- other unusual or extraordinary economic conditions.

Northwestern Michigan College shall maintain a General Operating Reserve equal to three to six months of operating expenses as calculated using the annual General Fund budget. The College will target four-and-a-half months of annual operating expenditures for this reserve.

### **B – Fund for Transformation**

The Fund for Transformation shall be used to fund strategic growth initiatives, emerging opportunities, or other transformational projects. A fund balance equal to two to five percent of annual operating expenses shall be maintained.

### **C – Plant Fund**

Two to five percent of the appraised replacement value (new) of the College's physical assets, including all campus buildings, fixtures, and equipment, should be invested or maintained in a fund for major maintenance, renovation, or replacement of those assets. Plant fund reserves above two percent will be designated for future buildings.

The College's auxiliary enterprises may also accumulate net asset reserves. Reserves generated by its residence halls, apartments, bookstore, events center, museum, and cafeteria are designated for reinvestment, capital, and contingency planning for those auxiliary functions. Only the Board of Trustees may authorize, designate, or transfer auxiliary net assets for another purpose.

Additionally, the administration may establish additional reserves as required to comply with generally accepted accounting principles or other external restrictions.

**Northwestern Michigan College  
Financial Reserves  
June 30, 2024**

\*Per Board Approved Budget Resource Guidelines

Board Required Reserves*	Target*	Minimum*	Maximum*	2022	2023	2024
General Operating Reserve	3-6 months of budgeted operating expenses	\$11,871,041	\$23,742,082	\$ 11,697,703	\$ 11,692,916	\$ 12,801,662
Fund for Transformation	2-5% of budgeted operating expenses	\$ 949,683	\$ 2,374,208	\$ 1,586,740	\$ 1,405,660	\$ 1,255,255
Plant Fund Reserves	2-5% of appraised replacement value of real property	\$ 5,880,684	\$14,701,710	\$ 5,749,506	\$ 4,889,048	\$ 6,128,424
<b>Total Board Required Reserves (A)</b>				<b>\$ 19,033,949</b>	<b>\$ 17,987,624</b>	<b>\$ 20,185,341</b>

Discretionary Reserves	Description	2022	2023	2024
Residence Halls	North Hall, East Hall	\$ 5,182,805	\$ 5,767,520	\$ 6,729,840
Cafeteria	Hawk Owl Café	\$ (92,934)	\$ 7,729	\$ (165,922)
Apartments	College Dr. Apartments A, B, C	\$ 2,149,928	\$ 2,326,719	\$ 136,071
Apartments II	Front St. Flats - 1550 & 1560 E Front	\$ -	\$ -	\$ (113,886)
Dennos Museum	Dennos Museum Center	\$ 198,164	\$ 20,467	\$ 6,676
University Center	University Center	\$ 590,508	\$ 594,304	\$ 196,114
Main Campus Bookstore	NMC Bookstore	\$ 707,954	\$ 617,032	\$ 531,131
Hagerty Center	Hagerty Center Operations	\$ 986,731	\$ 889,993	\$ 862,388
Esports	NMC Esports Activities	\$ (66)	\$ -	\$ (50,873)
WNMC	WNMC Radio	\$ -	\$ 2,600	\$ 4,393
GLMA Vessels	Designated for GLMA vessels	\$ 512,401	\$ 512,401	\$ 512,401
Wellness	Wellness Initiatives	\$ 364,114	\$ 364,114	\$ 364,114
Strategic Projects	Strategic Initiatives	\$ 1,203,865	\$ 970,614	\$ 1,015,481
Employee Retention Credit	Undesignated	\$ -	\$ -	\$ 8,037,442
<b>Total Discretionary Reserves (B)</b>		<b>\$ 11,803,469</b>	<b>\$ 12,073,493</b>	<b>\$ 18,065,370</b>
<b>Total Required and Discretionary Reserves (A+B)</b>		<b>\$ 30,837,418</b>	<b>\$ 30,061,117</b>	<b>\$ 38,250,711</b>

Other Reserves	Description	2022	2023	2024
GASB 68 - Pension Fund	Under GASB 68, institutions participating in defined benefits plans are required to recognize each's proportionate share of any defined benefit plan liability. <b>This deficit represents NMC's net obligations related to the MPSERS Pension Plans.</b>	\$ (48,727,050)	\$ (48,424,990)	\$ (45,123,312)
GASB 75 - Other Postemployment Benefits (OPEB) Fund	Under GASB 75, institutions are required to recognize each's proportionate share of any Other Postemployment Benefit Plan Liabilities. This deficit represents NMC's net obligations related to the MPSERS Postemployment Healthcare Plans.	\$ (9,813,077)	\$ (6,916,416)	\$ (3,879,177)
Aviation Hangar Expansion	MEDC Grant - restricted for Aviation Expansion	\$ -	\$ -	\$ 1,716,533
<b>Total Other Reserves (C)</b>		<b>\$ (58,540,127)</b>	<b>\$ (55,341,406)</b>	<b>\$ (47,285,956)</b>
<b>Total Reserves (A+B+C)</b>		<b>\$ (27,702,709)</b>	<b>\$ (25,280,289)</b>	<b>\$ (9,035,245)</b>
<b>Add: Investment in Capital Assets, Net of Related Debt</b>		<b>\$ 56,298,239</b>	<b>\$ 54,855,673</b>	<b>\$ 57,992,744</b>
<b>Total Net Position (per Audited Financial Statements)</b>		<b>\$ 28,595,530</b>	<b>\$ 29,575,384</b>	<b>\$ 48,957,499</b>



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

WHEREAS, the Board of Trustees by resolution of June 23, 2025 proposes a total authorized levy not to exceed **2.0050 mills** within the district for operating purposes for fiscal year 2025-2026; and

WHEREAS, the Board of Trustees has complete authority to establish a maximum of **2.0050 mills** for operating purposes in fiscal year 2025-2026 from within its authorized millage rate; and

WHEREAS, the Board of Trustees held a budget hearing on June 23, 2025 at 5:30 p.m. at the Timothy J. Nelson Innovation Center (Room 106/107) to receive comments from the public regarding the proposed budget; and the budget document contains the requisite “Truth in Budgeting Act.”

NOW THEREFORE, BE IT RESOLVED THAT:

1. For fiscal year 2025-2026, the total millage rate of **2.0050 mills** shall be levied upon property located within the college district.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

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

**RESOLVED**, that this resolution shall be the general appropriations of Northwestern Michigan College for the fiscal year 2025-2026. A resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all income received by Northwestern Michigan College.

**BE IT FURTHER RESOLVED** that the total revenues estimated to be available for appropriations in the **General Fund** of Northwestern Michigan College for the fiscal year 2025-2026 is as follows:

Revenue (from Exhibit 1)	<b><u>\$ 56,784,269</u></b>
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**BE IT FURTHER RESOLVED**, that **\$ 56,784,269** of the total available to appropriate in the **General Fund** is hereby appropriated in the amounts and for the purposes set forth in **Exhibit 1**.

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

**Northwestern Michigan College  
Draft General Fund Budget  
Year Ending June 30, 2026**

**Exhibit 1  
Proposed General Fund Budget**

	<b>2024-2025 Approved Budget</b>	<b>2025-2026 Draft Budget</b>
<b>Revenues</b>		
<b>Local Sources</b>		
Tuition and Fees	\$ 23,905,070	\$ 27,071,058
Property Taxes	14,933,023	15,714,472
<b>Total Local Sources</b>	38,838,093	42,785,530
<b>State Sources</b>	11,005,934	11,400,000
State Property Tax Reimbursement	150,000	150,000
Private Sources	1,346,370	1,346,714
Investment Income	450,000	400,000
Other Sources	617,000	702,025
<b>Total Revenues</b>	52,407,397	56,784,269
<b>Expenditures</b>		
Salaries and Wages	24,638,366	26,169,965
Benefits Regular	10,588,846	10,846,688
Purchased Services	4,281,886	4,824,433
Supplies & Materials	3,384,460	3,708,350
Internal Services	143,940	141,840
Other Expenses	1,634,903	1,667,718
Institutional Expenses	1,954,864	2,023,730
Maintenance & Renovation	2,317,272	2,459,578
Events/Trvl/Prof. Devel.	662,860	731,955
Capital Outlay (COAT)	150,000	145,812
<b>Total Expenditures</b>	49,757,397	52,720,069
<b>Transfers Out</b>		
Plant Fund: Deferred Maintenance	1,400,000	1,750,000
Other Transfers Out	1,250,000	2,314,200 <sup>A</sup>
<b>Total Transfers Out</b>	2,650,000	4,064,200
<b>Total Expenditures &amp; Transfers</b>	52,407,397	56,784,269
<b>Revenues Over Expenditures &amp; Transfers</b>	\$ -	\$ -

<sup>A</sup> See Exhibit 2

**Northwestern Michigan College  
Draft General Fund Budget  
Year Ending June 30, 2026**

**Exhibit 2  
Other Transfers Out (In)**

<b>Fund Category</b>	<b>Fund Name</b>	<b>2024-2025 Approved Budget</b>	<b>2025-2026 Draft Budget</b>
Board Designated	Strategic Funds	350,000	325,000
Board Designated	Funds for Transformation	50,000	75,000
Board Designated	New Capital Projects	-	750,000
Plant Fund	Aviation Capital Fund (Based on Tac Hours)	600,000	690,000
Plant Fund	Aviation Debt Service	250,000	814,200
Plant Fund	Technology Plant Fund	600,000	650,000
Plant Fund	2016 Bonds Debt Service	-	110,000
Plant Fund	New Capital Projects to Plant Fund	500,000	-
General Fund	GLMA and Program Specific Funding	(1,100,000)	(1,100,000)
	<b>Total Other Transfers Out</b>	<b>\$ 1,250,000</b>	<b>\$ 2,314,200</b>

**Northwestern Michigan College  
Draft Plant Fund Budget  
Year Ending June 30, 2026**

**Exhibit 3**

**Plant Fund - Deferred Maintenance Budget**

	<b><u>2024-2025 Approved Budget</u></b>	<b><u>2025-2026 Draft Budget</u></b>
<b>Revenues</b>		
<b>Transfer In from General Fund</b>	<b><u>\$ 1,400,000</u></b>	<b><u>\$ 1,750,000</u></b>
<b>Expenditures</b>		
<b>Maintenance of NMC Facilities</b>	<b>\$ -</b>	<b>\$ 95,000</b>
<b>Furniture, Fixtures, &amp; Equipment</b>	<b>-</b>	<b>317,500</b>
<b>Building Maintenance and Improvements</b>	<b>1,165,000</b>	<b>583,868</b>
<b>Construction Architect / Engineer Services</b>	<b>50,000</b>	<b>-</b>
<b>Infrastructure</b>	<b>110,000</b>	<b>90,000</b>
<b>Voice and Video Technology</b>	<b>-</b>	<b>290,000</b>
<b>Land Improvements</b>	<b>-</b>	<b>155,400</b>
<b>Other</b>	<b><u>75,000</u></b>	<b><u>218,232</u></b>
<b>Total Expenditures</b>	<b><u>\$ 1,400,000</u></b>	<b><u>\$ 1,750,000</u></b>
<b>Net Revenues</b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>

**Northwestern Michigan College  
Combined Budgets - General Auxiliary Funds  
Year Ending June 30, 2026**

**Exhibit 4  
Combined General & Auxiliary Funds**

	<b>General Fund 2025-2026 Budget</b>	<b>Auxiliary Funds 2025-2026 Budget</b>	<b>Total 2025-2026 Budget</b>
<b>Revenues</b>			
<b>Local Sources</b>			
Tuition and Fees	\$ 27,071,058	\$ 31,900	\$ 27,102,958
Property Taxes	<u>15,714,472</u>	<u>-</u>	<u>15,714,472</u>
<b>Total Local Sources</b>	42,785,530	31,900	42,817,430
State Sources	11,400,000	-	11,400,000
State Property Tax Reimbursement	150,000	-	150,000
Private Sources	1,346,714	830,182	2,176,896
Investment Income	400,000	-	400,000
Auxiliary Sources	-	6,220,655	6,220,655
Other Sources	<u>702,025</u>	<u>498,400</u>	<u>1,200,425</u>
<b>Total Revenues</b>	<u>56,784,269</u>	<u>7,581,137</u>	<u>64,365,406</u>
<b>Expenditures</b>			
Salaries and Wages	26,169,965	2,234,614	28,404,579
Benefits	10,846,688	865,033	11,711,721
Purchased Services	4,824,433	559,050	5,383,483
Supplies & Materials	3,708,350	495,026	4,203,376
Internal Services	141,840	(205,700)	(63,860)
Other Expenses	1,667,718	1,505,243	3,172,961
Institutional Expenses	2,023,730	506,120	2,529,850
Maintenance & Renovation	2,459,578	170,993	2,630,571
Events/Trvl/Prof. Devel.	731,955	45,950	777,905
Debt Service & Capital Outlay (COAT)	<u>145,812</u>	<u>205,540</u>	<u>351,352</u>
<b>Total Expenditures</b>	<u>52,720,069</u>	<u>6,381,869</u>	<u>59,101,938</u>
<b>Transfers Out (In)</b>			
Plant Fund: Deferred Maintenance	1,750,000	-	1,750,000
Other Transfers Out	<u>2,314,200</u>	<u>-</u>	<u>2,314,200</u>
<b>Total Transfers</b>	<u>4,064,200</u>	<u>-</u>	<u>4,064,200</u>
<b>Total Expenditures &amp; Transfers</b>	<u>56,784,269</u>	<u>6,381,869</u>	<u>63,166,138</u>
<b>Revenues Over Expenditures &amp; Transfers</b>	<u>\$ -</u>	<u>\$ 1,199,268</u>	<u>\$ 1,199,268</u>

**Northwestern Michigan College**  
**Auxiliary Fund Budgets**  
**Fiscal Year 2026**

	Housing	Apartments College Dr.	Apartments Front St.	Dennos Museum	University Center	Bookstore	Hagerty Center	Hawk Owl Café	Int'l Affairs Forum	Esports	WNMC	TOTAL
<b>Revenues</b>												
Local Sources	\$ -	\$ -	\$ -	\$ 14,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 16,000	\$ 31,900
State Sources	-	-	-	-	-	-	-	-	-	-	-	-
Federal Sources	-	-	-	-	-	-	-	-	-	-	-	-
Private Sources	-	-	-	650,000	80,000	-	-	-	-	5,000	95,182	830,182
Auxiliary Sources	2,100,000	350,000	250,000	378,300	40,000	1,087,767	899,988	965,000	149,600	-	-	6,220,655
Other Sources	-	-	-	75,900	402,500	-	-	-	-	-	20,000	498,400
Total Revenues	\$ 2,100,000	\$ 350,000	\$ 250,000	\$ 1,119,100	\$ 522,500	\$ 1,087,767	\$ 899,988	\$ 965,000	\$ 149,600	\$ 6,000	\$ 131,182	\$ 7,581,137
<b>Expenses</b>												
Salaries and Wages	\$ 448,341	\$ 49,887	\$ 32,433	\$ 529,775	\$ 139,395	\$ 185,655	\$ 382,027	\$ 315,531	\$ 78,654	\$ -	\$ 72,916	\$ 2,234,614
Benefits	169,336	19,955	12,973	205,848	55,758	72,762	149,811	118,712	30,862	-	29,016	865,033
Total Labor	\$ 617,677	\$ 69,842	\$ 45,406	\$ 735,623	\$ 195,153	\$ 258,417	\$ 531,838	\$ 434,243	\$ 109,516	\$ -	\$ 101,932	\$ 3,099,647
Purchased Services	\$ 110,000	\$ 5,500	\$ 22,500	\$ 108,950	\$ 17,000	\$ 23,500	\$ 85,000	\$ 140,000	\$ -	\$ 30,000	\$ 16,600	\$ 559,050
Supplies & Materials	50,301	15,375	8,000	40,500	2,500	301,700	12,000	35,500	15,750	8,300	5,100	495,026
Internal Services	22,900	(11,000)	-	(23,850)	2,000	2,500	(149,400)	(50,000)	-	-	1,150	(205,700)
Other Expense	111,879	9,000	6,000	160,500	1,000	481,750	214,880	499,500	17,334	3,000	400	1,505,243
Institutional Expenses	212,420	56,000	42,500	60,000	72,050	13,000	40,150	8,000	-	-	2,000	506,120
Maintenance & Renovation	56,593	51,400	34,000	12,400	-	600	8,500	5,000	-	-	2,500	170,993
Prof Dev, Travel, & Events	9,000	500	-	11,150	4,000	6,300	1,500	-	7,000	5,000	1,500	45,950
Debt Service	204,740	-	-	-	-	-	-	-	-	-	-	204,740
Capital Outlay	-	-	-	800	-	-	-	-	-	-	-	800
Total Non-Labor	\$ 777,833	\$ 126,775	\$ 113,000	\$ 370,450	\$ 98,550	\$ 829,350	\$ 212,630	\$ 638,000	\$ 40,084	\$ 46,300	\$ 29,250	\$ 3,282,222
Transfers (Out) In	(147,543)	-	-	-	-	-	-	107,243	-	40,300	-	-
Total Expenses & Transfers	\$ 1,543,053	\$ 196,617	\$ 158,406	\$ 1,106,073	\$ 293,703	\$ 1,087,767	\$ 744,468	\$ 965,000	\$ 149,600	\$ 6,000	\$ 131,182	\$ 6,381,869
Net Revenue	\$ 556,947	\$ 153,383	\$ 91,594	\$ 13,027	\$ 228,797	\$ -	\$ 155,520	\$ -	\$ -	\$ -	\$ -	\$ 1,199,268

# NMC NEXT

OUR COMMUNITY. OUR COLLEGE. OUR FUTURE.

**To:** Dr. Nick Nissley, President  
**From:** Jason Slade, Vice President of Strategic Initiatives  
**Date:** June 16, 2025  
**Subject:** Strategic Initiatives Update: *June 23, 2025 Board of Trustees Meeting*  
 Topic: *Strategy 4 - Community Partnerships and Engagement*

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

## Summary:

This strategy is on track with 4 of the 4 objectives currently classified as “green.” These objectives are focused on workforce and technical training and access to 4-year pathways. EES’s progress can be attributed to improved departmental efficiencies, new and innovative offerings, stronger workforce partnerships, and regular revenue and expense analysis. Community partnership activities continue, but this objective has shifted to align with the Foundation’s strategic plan, allowing the college to maximize resources and streamline efforts. Based on this, it is now classified as “green” since the deferred actions fall under the Foundation’s purview and their team successfully landed a 3D concrete printer for the Construction Technology program. The CAAS survey was completed and the results are summarized in the metrics section below.

## Highlights and Successes:

- **Objective 1 (Community Partnerships)** - In February 2025, Construction Technology received approval to purchase a 3D concrete printer from the vendor Build Additive, thanks to generous support from donors and grant funding. This work was led by the NMC Foundation. In March, representatives from Build Additive visited the site alongside NMC’s Facilities project manager, construction and technology teams, IT staff, and members of Team Elmer’s, including a cement mixologist and product specialist. Together, they evaluated the space and assessed the necessary room preparations. This summer, members of the Builder’s Exchange will be invited to preview the printer on-site with the founders, offering an opportunity to explore the technology firsthand and discuss future partnerships.
- **Objective 2 (Workforce Development)** - With the Reconnect Community Action Grants, EES has added four positions to promote and support stepping stone pathways for adult learners. Community Coordinator, Leslie Bilbey, will lead and grow the NoMI Attainment Collaborative, uniting over 20 organizations across 10 counties to support adult learners. The Collaborative will identify upskilling, reskilling, and stepping stone career pathways as well as provide wraparound services, throughout the 10 county region. Grant and Marketing Manager, Elise Schultz, will track progress and help market stepping stone programs. The Industry Navigator will work with local industry to assess employer needs and raise awareness of programs. The Student Navigator will help students find programs, help find solutions to barriers to success, and encourage students to take advantage of the next steps to a better future. EES will continue to work with the credit side to determine opportunities to articulate credit for workforce certifications and to build new programs that can lead to credit programs.



- **Objective 3 (Extended Educational Services) -**
  - **Grants:** EES has received three grants this past winter and spring.
    - **Sixty by 30 Reconnect Community Action Grants:** \$1.19M has been awarded to the Work and Career division, in partnership with Northwest Michigan Works!, which will span the next three years until May 2028. These two grants fund four FTEs and provide marketing funds that support the blending of noncredit and credit offerings in promotional materials, the creation of “stepping stone pathways,” the community collaborative, establishing a credit for prior learning process, and increasing the Michigan Reconnect application to student conversion rate.
    - **Expansion Grant (MCAN):** \$10K has been awarded to the Work and Career division to specifically promote learning opportunities to those ages 21-24. This funding covers a marketing independent contractor and marketing campaigns.
    - **Allen Foundation Grant:** \$120K over the next two years has been awarded to the Life Enrichment division to expand, enrich, and support EES culinary programs with a focus on nutrition. The initiative includes expanding nutrition education, creating “Healthy Dorm Cooking” to NMC college students living on campus, and increasing EES’s current culinary nutrition education program for physicians. The strategic pillars of the grant are to increase affordability (\$20K in scholarships), expand nutrition education, and promote inclusivity and belonging at NMC.
  - **Campus Day - Community Engagement (May 9, 2025)**
    - \$13K<sup>+</sup> in net revenue
    - 280 participants, 46 instructors, 22 volunteers
    - 40<sup>+</sup> sessions consisted of EES offerings plus community offerings such as Old Town Playhouse, BATA, city government, and the NMC Foundation.
    - Lifelong learners noted:
      - “I felt like I was in college again, being on campus”
      - “I didn’t know what a beautiful campus we had, I had only attended events at the Denmos before.”
      - “We bought this NMC keychain at the bookstore to give to our grandson who lives downstate, we want him to go to NMC!”
- **Objective 1 (Community Partnerships), Objective 2 (Workforce), and Objective 4 (Access to 4-Year Education)** Munson Trauma Service successfully hosted its first Advanced Life Support course at the NMC Health Science building, offering critical trauma training for 16 providers. This was the first offering north of Grand Rapids with live actors as patients, improving the experience. This collaborative event would not have been possible if it was not for the efforts from all three entities of Munson Healthcare, NMC, and GVSU.
- **Objective 4 (Access to 4-Year Education) -** Efforts continue to make the transition to 4-year institutions easier, including:
  - The University Partners move to the Beckett building will be completed by the end of August. This includes new office locations for each partner, wayfinding for the building, dedicated and shared classroom space, and additional promotion and marketing by PRMC.
  - NMC Advising completed a “deep dive” into best practices for transfer website architecture and content, with a goal of creating an even more student-centric approach to providing online transfer information. This follows major revisions to transfer guides, “how to” transfer information, and a system for providing the most up-to-date transfer contact information for our 4-year partners. We continue to create more robust guides based on student feedback for our transfer resources page and work with 4-year universities to add transfer guides to our new page based on popular transfer programs and schools.
  - We continued offering monthly transfer partner visits on main campus and hosted other state universities throughout the semester to visit our campus in addition to our sanctioned Transfer Fair. We are already planning the Transfer Fair and Career & Majors Fair for the 2025-26 academic year.

- Advising has launched NMC's Direct Connect guaranteed admission partnership with GVSU and Davenport offering over 15 program options between the two schools. They are working to market the program with current NMC students and build marketing and resource materials for prospective students for a push in Fall 2025. Faculty Advisors are also being trained on the programs, and Ferris State University's Direct Connect options should be launching in fall. Central Michigan University's program is in development.
- In partnership with the Admissions team, Advising revamped the annual Career Fair to become a **Career & Majors Fair** this year. Over 80 employers sat side-by-side with faculty and staff from over a dozen academic majors to showcase how NMC's academic pathways can lead to employment opportunities in our region. This year's fair, as in the past, aims to attract current NMC students and community members looking for careers, as well as prospective NMC students and those enrolled at NMC who are still deciding on their career path. The goal of these new changes was to add a recruitment component for NMC, while also expanding the Career Fair's prior offerings. Over 200 NMC students and community members attended on a day impacted by foul weather conditions.
- Updated Michigan Technological University articulation agreements have been received and transfer guides are ongoing.

*Challenges and Opportunities:*

- Work continues on paving a clearer path which blends credit and noncredit offerings to potential students. This includes cross-listing classes on both the NMC and EES websites and investigating a "one stop shop" for all potential NMC students and community members. This work may roll into NMC's next strategic plan and continue under the 60 by 30 grant mentioned previously.
- Davenport University is seeing an uptick in nurses continuing their education through the NMC/Davenport ADN to BSN program initiative. NMC ADN to Davenport BSN has 13 new students. There will be 4-5 graduates this year and 19 are continuing. This is an improvement over previous years.

Strategy 4 - Community Partnerships and Engagement				
<b>Objective 1:</b> Leverage and enhance existing partnerships, and identify new key partnerships, in order to increase NMC's overall job performance in responding to the "community's learning needs" by 2.5% (3.87 to 3.97) in Grand Traverse County by 2024 using the Community Attitude and Awareness Survey (CAAS).				
Status of Action Steps	CAAS 2018 (baseline)	CAAS 2025 (results)*	Analysis	Notes
12 Completed 1 On schedule 1 Behind schedule 9 Deferred/ Discontinued	<b>5 = Excellent, 1 = Poor</b> (5) = 23% (4) = 34% (3) IDK = 34% (2) = 4% (1) = 4% Mean = 3.87	<b>5 = Excellent, 1 = Poor</b> (5) = 22% (4) = 37% (3) = 31% (2) = 6% (1) = 3% IDK = 1% Mean = 3.69	The perception remained steady between 2018 and 2025. While the mean decreased due to methodology*, the above average ratings remained consistent.	Objective secured 3D concrete printer for construction and continues to identify funding opportunities for FRIC.  Objective is aligning under "Expanding Partnerships" in Foundation's Strategic Plan which includes the 75th Anniversary.
* CAAS Methodology - In 2018, responding with "don't know" was automatically scored as a "3." For the 2025 survey, the methodology was updated to a new standard encouraging participants to give a numerical ranking. "Don't know" was the last option offered. This has resulted in across-the-board reductions for median values and requires comparison across all scoring categories. EMC has seen this with other clients.				

<b>Objective 2:</b> The community believes providing skilled trades instruction is the highest priority for NMC (8.86 CAAS, 2018), but rates NMC's performance in this area lower (8.21 CAAS, 2018.) NMC will increase performance rating by 8% by Spring 2024. ( <i>Leading indicator:</i> Workforce offerings and associated enrollment)				
Status of Action Steps	CAAS 2018 (baseline)	CAAS 2025 (results)*	Analysis	Other / Leading Indicator
2 On schedule  6 Completed  1 Deferred/ Discontinued	<b>10 = Excellent</b> <b>1 = Extremely Poor</b>  (10) = 26% (8,9) = 29% (4-7) / IDK = 41% (2,3) = 2% (1) = 1%  Mean = 8.21	<b>10 = Excellent</b> <b>1 = Extremely Poor</b>  (10) = 21% (8,9) = 40% (4-7) = 34% (2,3) = 1% (1) = 1% IDK = 2%  Mean = 7.73	The perception remained improved between 2018 and 2025. While the mean decreased due to methodology*, the above average ratings increased, especially in the 8, 9 ranking.	<b>Baseline (offerings): 5</b> <b>Target (offerings): 40</b> Winter/Spring 23: 68 Winter/Spring 24: 71 Winter/Spring 25: 74  <b>Workforce enrollment</b> FY23: 445 FY24: 548 FY25: 594 (year-to-date)  Work will continue through the MiLEAP 60 by 30 grant spearheaded by EES, Admissions, and MiWorks!
* CAAS Methodology - In 2018, responding with "don't know" was automatically scored as a "3." For the 2025 survey, the methodology was updated to a new standard encouraging participants to give a numerical ranking. "Don't know" was the last option offered. This has resulted in across-the-board reductions for median values and requires comparison across all scoring categories. EMC has seen this with other clients.				
<b>Objective 3:</b> Providing personal enrichment has become more important for the community with scores increasing from 7.11 to 7.80 over the last three CAAS surveys. NMC will align lifelong learning opportunities to the community's needs resulting in a less than 17% cancellation rate and be net revenue positive by June 30, 2025.				
Status of Action Steps	Baseline (Fall 2020)	Current	Target (Fall 2025)	Notes
6 On schedule  3 In progress/ behind schedule	Baseline (net loss FY21): (-\$485,000)  Baseline (FY19 cancellation): 19.4%	Net loss FY22: (-\$368,000) Net loss FY23: (-\$291,000) Net loss FY24: (\$201,000) FY25: (Pending)  FY22 cancel: 17.1% FY23 cancel: 15.5% FY24 cancel: 20.2%	Target: net revenue positive  Target (cancellation): <17%	EES was awarded the LERN annual conference "Best Ideas of 2025" for developing and nurturing the connection between EES and the NMC Foundation which has resulted in 14% of EES learners donating over \$2.6M in charitable giving since 2020.  EES led the development and submission of the MiLEAP Sixty by 30 Community Grant documented above.  Slight ↑ in cancellation but that was expected as offerings were fine tuned.  Financials for FY25 not available.

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

Status of Action Steps	CAAS 2018 (baseline)	CAAS 2025 (results)*	Analysis	Leading Indicator / Notes
4 Completed 8 On schedule	<b>10 = Excellent</b> <b>1 = Extremely Poor</b> (10) = 29% (8,9) = 28% (4-7) / IDK = 40% (2,3) = 2% (1) = 1%  Mean 8.29	<b>10 = Excellent</b> <b>1 = Extremely Poor</b> (10) = 24% (8,9) = 34% (4-7) = 37% (2,3) = 2% (1) = 1% IDK = 2%  Mean 7.73	The perception remained steady between 2018 and 2025. While the mean decreased due to methodology,* the above average ratings remained consistent	Next Term Transfer Rate (3 yr avg):  ('20 - 22): 11.4% ('21 - 23): 11.2% ('22 - 24): 10.8%  Goal: 12.3%

\* CAAS Methodology - In 2018, responding with "don't know" was automatically scored as a "3." For the 2025 survey, the methodology was updated to a new standard encouraging participants to give a numerical ranking. "Don't know" was the last option offered. This has resulted in across-the-board reductions for median values and requires comparison across all scoring categories. EMC has seen this with other clients.

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



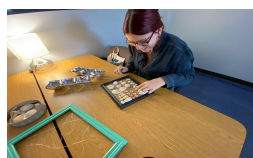
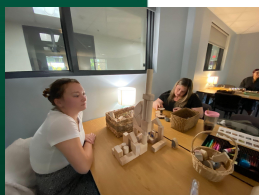
Northwestern Michigan College

# The Now & the Next in NMC's Early Education

## NOW



## In the Classroom & Out



Its Experiential!



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# Advising Pathways in Early Ed.

Birth-Kindergarten/PreK-3rd Grade

ECE Associate of  
Applied Arts

ECE Certificate of  
Achievement

Child Development  
Associate Credential  
CDA Council



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# Integrative Partnerships

## Northwest Ed.

Early ON  
GSRP/State Funded Prek  
Great Start Collaborative  
Child Caring NOW

### CTC

Early Childhood CDA  
Teacher Academy

## MIWorks

ECE Apprenticeships

## LARA:MI Licensing & Regulations

## NMCAA Head Start

Early Head Start  
Head Start  
Child Care Partnerships

## MiAEYC/TEACH

TEACH Scholarship  
AAS  
CDA Cohort  
CDA CTC Teacher

## Articulation to BS degree

FSU-Early Childhood  
CMU- Prek-6th Grade  
Uof M Dearborn-Birth-3rd Grade



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# What's Next...Study Abroad in Italy, June 2026

## The [Reggio Emilia](#) Approach



[\*The Hundred Languages of Children\*](#)  
by Loris Malaguzzi



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## Early Education Student Count

Active Students = 65

Applied for Pell/ Fed. Aid = 49

Receive Fed Pell = 37

State Aid (Guarantee, Reconnect, TIP) = 21

External Scholarships / Resources (incl. [T.E.A.C.H](#)) = 25

NMC Scholarships= 12

46 students (94% of those who did FAFSA!) had 100% of tuition and fees covered

Student number is a combination of ECE AAS & ASA



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# The Child Care Crisis is a Labor Crisis

WHEN CHILD CARE WORKS, WE ALL WORK




## Families Can't Afford to Pay

It is recommended that families pay **no more than 7%** of their income for child care. Most families pay much more than that.

In Michigan, single-income families pay an average of of their household income on infant care

38%

### Average annual center-based tuition rates

 **\$12,667** per infant  
 **\$12,089** per toddler  
 **\$10,414** per preschooler



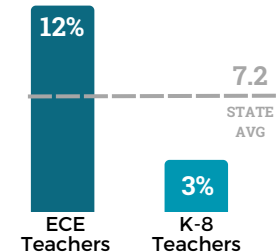
## Teachers Can't Afford to Stay

Despite being a crucial support for working families, child care providers are **some of the lowest-paid workers** in Michigan.

### SIMILAR MEDIAN HOURLY WAGES

Dishwashers	\$13.50
Fast Food Workers	\$13.78
Child Care Teachers	\$13.88
Animal Caretakers	\$13.88
Laundry/Dry Cleaners	\$14.86

### POVERTY RATES IN MICHIGAN



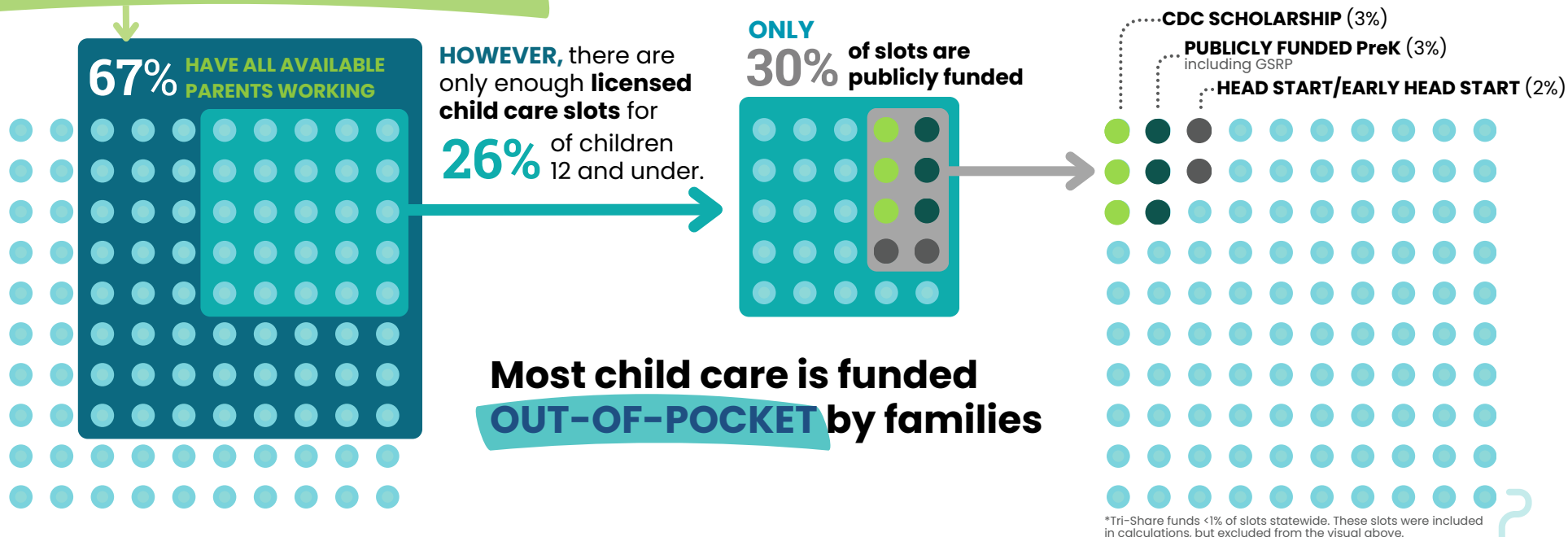
### Average teacher salary

**\$30,470** per year

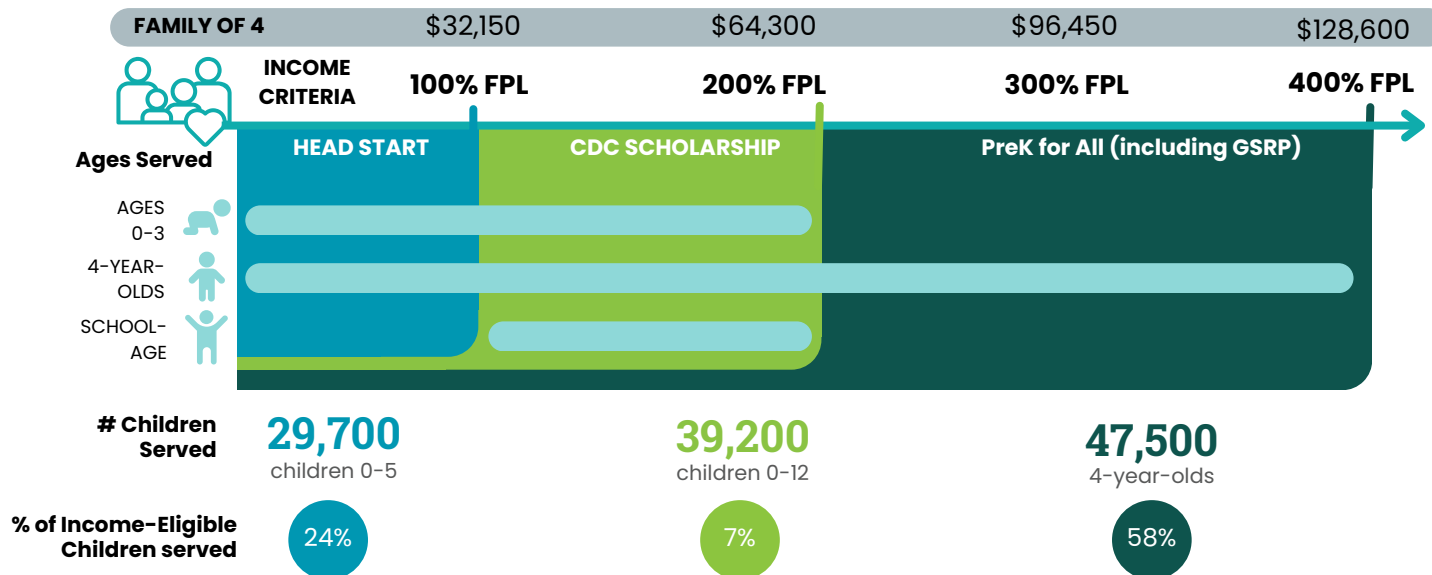


THERE ARE **1.5 MILLION** CHILDREN AGES 12 AND UNDER IN MICHIGAN.

## HOW IS CHILD CARE **PAID** FOR?



## WHO IS **ELIGIBLE** FOR PUBLICLY FUNDED CHILD CARE?



This means that only **8%** of the **1.5 MILLION** children ages 12 and under have support available to their families to offset the cost of child care.



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College

## **MEMO**

*Office of the President*

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**To:** NMC Board of Trustees  
**From:** Nick Nissley, President  
**Subject:** June Mid-Month Update  
**Date:** Monday, June 16, 2025

Dear Board of Trustees,

Since our May Board meeting the following are key updates.

### **Applications to Fill the Vacancy From Trustee Bott's Resignation**

As Trustee Chris Bott submitted his resignation, effective immediately, on June 9, the call for applications was announced the following day. Applications are due on June 19 to provide trustees with time to review the materials in advance of candidate presentations and trustees' discussion and selection at the regular meeting scheduled for June 23. In advance, let me say thank you for the work you will do in selecting someone to fill the vacancy. As you know, the selected individual will serve until the next NMC Board of Trustees election, set for November 2026. At that time, voters will choose a candidate to serve the remainder of the term held by Bott, which expires December 31, 2028.

### **NMC Budget**

The College's final FY26 budget will be presented at the June 23 Board meeting. Significant collaboration has taken place across the College, over the past four months, to shape this year's budget. The final proposed budget was shared in Virtual Budget Town Hall meetings held for College employees on June 3. And, the budget has been presented and discussed with the Board of Trustees during the last two Board meetings.

I am very proud of the work led by Troy, getting us to a balanced budget, and a budget that is focused on enabling our strategic plan priorities. I would be remiss not to mention how significant this is, especially given the incredible uncertainty surrounding higher education funding as seen in both the State and Federal budgets (discussed below).

I am proud of the fiscal stewardship shown, as the College engaged this past year in the PESR (Program Enhancement and Sustainability Review) process, identifying expense reduction and revenue growth strategies. At the same time, the College has remained focused on implementation of our strategic plan, campus master plan, as well as brand strategy implementation - strategic initiatives designed to enable our desired future. And, as you know,

we're realizing success, having had six consecutive semesters of enrollment growth, with fall's forecast suggesting yet another semester of growth.

### **State Budget**

Last week, on June 11, the House's higher ed budget bills were finally reported out. While some of the proposed budget presented is deeply concerning, we know that a deal will ultimately need to be negotiated with Senate Democrats and Governor Whitmer. We are confident that much of what is in the House's budget will not be in the final budget. However, it's so far apart from the Senate's and Governor's budgets, that there is significant uncertainty how the conference committee negotiation will turn out.

It's important to highlight that in the House-proposed education budgets, a significant structural change is being proposed for university operations funding - a major reallocation representing a notable shift from predictable, ongoing operational support to more restrictive, one-time or project-based funding. Additionally, the House proposal includes substantial cuts to universities. MCCA has already committed to advocacy to ensure that community college operations funding is not restructured in a similar way.

MCCA is focused on pushing for an ongoing increase in the operations line item. The House budget proposes a 1% decrease for community colleges, while the Governor proposed a 4% increase. The Senate offered a 3% increase to operations, plus an additional 1% funding through "ITEMS" allocations - effectively a 4% total increase when combined. Most concerning, the House shifts a portion of MPSERS UAAL costs back onto colleges, which equates to a 7.5% decrease in operations funding.

### **Federal Budget**

We have been closely monitoring and expressing our serious concerns about the FY25 Budget Reconciliation Legislation. We just got word that the two provisions from the House's bill that could harm the students at NMC and all community colleges, have been revised in the Senate's version of the bill.

1. Risk Sharing Provisions: The House-proposed risk-sharing framework would impose penalties on institutions based on student loan repayment outcomes. Last week's Senate version of the bill excluded such a provision.
2. Pell Grant Enrollment Requirements: The House's proposal to require students to enroll in at least 15 credits per semester (versus 12 credits, now) to receive the full Pell Grant, has been removed from the Senate's version of the bill.

Similar to the State's budget, the federal budget is considering proposals that are not higher ed/student friendly. And, they are so far from our present operating model, and thus creating much uncertainty as the House and Senate seek to find a workable way forward.

### **East Bay Township Beach District**

East Bay Township has undertaken a planning process to revitalize their beach district, through the establishment of a “Corridor Improvement Authority”. On June 9th they passed a “Resolution of Intent”. There’s a public hearing scheduled for August 11th. Then, in October, they’re planning to adopt a TIF (to fund the revitalization projects in the Beach District/through the Corridor Improvement Authority). NMC would be a ‘taxing jurisdiction’ (much like the Downtown TIF). Gabe Schneider is helping us better understand how we might ‘contest’ or ‘opt out’ of the TIF. In addition, we’re seeking to bring the East Bay Township Supervisor/Corridor Improvement Authority to a Board of Trustees meeting, so they can explain the TIF possibility and answer questions from the Board.

### **Advancement Division Updates**

Katharine Marvin has assumed interim leadership for the NMC Foundation. I will remind you and assure you that the Foundation team remains focused on our mission - *mobilizing generosity*. And, I have full faith and confidence in Katharine’s ability to lead the Foundation through this transition and as we look to the future. While Katharine is providing interim leadership focused on the Foundation, Jason Slade, Vice President for Strategic Initiatives, is providing interim executive oversight for the ACE Division, which includes IAF, WNMC, and the Dennon Museum Center. Katharine’s leadership will allow us to not lose momentum as we look forward to the 75th Anniversary Celebration and a future fundraising campaign.

### **MCCA Leadership Academy**

On June 9, for the third year I was invited by MCCA to facilitate the “Leading Effective Teams” session for MCCA’s Leadership Academy, which we hosted on NMC’s campus for this convening of the cohort. The 2024-25 Leadership Academy cohort includes 37 members from 22 community colleges, including faculty, staff, administrators, and executive leaders, and serves to provide professional development for emerging community college leaders. Two NMC leaders, Megan Bylsma (Foundation) and Lindsey Lipke (Finance) are fellows in this year’s Leadership Academy cohort. It’s a real privilege to be asked to contribute to the development of the next generation of leaders who will serve Michigan’s community colleges. I appreciate the opportunity to thoughtfully reflect upon my own leadership as I prepare to facilitate the session. And, even more so, I find it richly rewarding to hear the challenges and hopes held by our present community college leaders. Most of all, I appreciate the opportunity to ‘cheer them on’ as they seek to identify and name their unique strengths/gifts as leaders.

### **The Freshwater Research and Innovation Center**

The subcontractor bids and interviews for the Freshwater Research and Innovation Center are ongoing with the goal of selecting contractors by the end of June. Bids are currently under budget with a final budget available upon contractor selection.

Seeking to expand the breadth of Maritime Prosperity Zones beyond shipbuilding, Jason Slade met with RADM Wayne Arguin, Assistant Commandant for Prevention Policy (CG-5P) U.S. Coast Guard, and Ross Kennedy, Senior Advisor for the US Department of Commerce Bureau of

Industry and Security, and highlighted the region's focus on the "blue" economy and the development of technology related to smart shipping, port inspection, and the safety of our waterways. They were excited to learn about the Freshwater Research and Innovation Center and the focus on commercialization of emerging technologies. Aligned with this, Jason Slade, Matt McDonough (CEO Discovery Pier), and Craig Wesley (CEO 20Fathoms) met with the University of Michigan's Center for Sustainable Systems which is developing a statewide Maritime Strategy for the Governor's office. The trio highlighted the goals for the region and FRIC, advocating for inclusion in the statewide maritime strategy.

### **Fellows Celebration**

On June 4 we held the 2025 Fellows Celebration, honoring Mark Lundmark and Jayne Mohr for their tremendous contributions to the college through the NMC Foundation Board and beyond. The evening brought about wonderful connections between the people who make our college so amazing. This event is always a great way to bring the college and the community together to celebrate "the community's college" and all that we are proud of here at NMC. I truly appreciate your engagement in events like this which help to cultivate such a positive standing in our community. Thank you for all of the time and effort that you put into your roles as trustees, leading our college community so graciously.

### **Brand Assessment and Strategy Development**

We continue to work on the new brand implementation rollout, which will kick off at our Opening Conference, on August 19 at the Hagerty Center. Phase one will focus on signage, employee and student launches, and enrollment materials. Please mark your calendar to attend the August Conference!

### **75th Anniversary Steering Committee**

The next meeting of the 75th Anniversary Steering Committee will occur on June 25, 2025. The four (4) Sub-Committees have been put on hold until the steering committee has a chance to meet as a whole (and, afford the transition of leadership from Dino to Katharine and Craig). Katharine Marvin and Craig Hadley are excited to serve as co-leads of the Steering Committee moving forward.

### **Points of Pride**

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

- We were recently informed that Business Instructor and Co-Director of the Experiential Learning Institute, **Kristy McDonald has been awarded this year's Outstanding Faculty Award from MCCA**. This is a *really big deal* - Kristy is being honored as the best from more than 2000 full-time faculty in Michigan's 28 community colleges. She is excited to travel to Mackinac Island with us for the MCCA Summer Conference and will accept her award at the Awards Dinner on Thursday, July 31.

- The National Council of Examiners for Engineering and Surveying (NCEES) announced the winners of the **2025 NCEES Surveying Education Award**, last week: Penn State University College of Engineering and Northwestern Michigan College Technical Division, who will receive \$25,000 grand prizes. NCEES awarded the Northwestern Michigan College Surveying program the \$25,000 grand prize in the two-year program category. The award jury praised the program for being industry driven and providing a variety of professional pathways to students. Jurors considered criteria such as student outcomes and involvement, outreach and recruitment, and the promotion of licensure.
- **Northwestern Michigan College was recognized as a Military Friendly® School** for 2025-26 by MilitaryFriendly.com, a website launched in the early 2000s to boost intentional veteran enrollment at schools and companies nationwide. NMC is one of just two community colleges in Michigan to earn the Military Friendly® badge this year. I'm also proud to share that the Marine Technology program at NMC is made up of 16% military veterans.
- **Northwestern Michigan College hosted Pride Family Field Day** on Sunday, June 1 in conjunction with Up North Pride. This year was a new format of the annual pride carnival that kicks off pride month!
- NMC, thanks to the collaboration and leadership of Laura Matchett and Lisa vonReichbauer, has been **officially awarded a \$1.19 million grant from MiLEAP to form the NoMI Attainment Collaborative**. We will be partnering with Northwest Michigan Works, bringing together more than 20 organizations across all of northern Michigan. Our goal is to help move the needle on the State's "Sixty by 30" goal - where 60% of Michigan residents earn a postsecondary certificate or degree by the year 2030. We have set a goal in the grant, to raise it from the present 49% to 55% over the 3-year life of the grant. We will bring 'navigators' and personalized support for adult students, helping them achieve industry-recognized credentials/degrees, opening the door to stable, high-earning careers. In the end, you as trustees can be proud that we'll be growing the middle class and contributing to a thriving regional economy.
- On May 29, the **International Affairs Forum, in partnership with IPR, hosted a program on "Journalism Media and Information Literacy"**, with an additional breakfast gathering which brought together area journalists, fostering community collaboration. The underlying content of the program was very important to IAF as it helped to cultivate global connections and lifelong learning opportunities.
- We remain at a 100% **pass rate in Police Academy licensing exams!** We currently have 18 candidates in the application process for the August cohort start date. The number of candidates could fluctuate as the application process continues.
- GLMA's **new tug, the Robinson Bay is expected to reach Traverse City the week of June 16**, where it will be docked in our Great Lakes Campus Harbor. It will immediately be put to work, as a *classroom on the water*, effective July 7, the Monday after Cherry Festival.

## On Campus

This past month, we have hosted many folks on campus, including:

- The **Michigan State University Trustees** held their annual summer retreat here in Traverse City, including meeting time on our Great Lakes Campus. I welcomed them to campus. And, Jason Slade and I joined them for a gathering onboard the Discovery Cruise. It afforded us time with the MSU executive team, including President Guskiewicz, and their trustees. It was affirming to hear how much MSU values our partnership.
- On Saturday, June 14, I joined with my fellow Rotarians from the Rotary Club of Traverse City for our annual **Kids Free Fishing Day**. More than 200 young anglers and their families gathered at our Northwestern Michigan College's Great Lakes Campus. The Michigan Department of Natural Resources stocked our harbor with 500 brown trout. And, our Great Lakes Maritime Academy cadets joined with our Rotary volunteers, helping with baiting hooks and fishing skills.
- Also, on Saturday, June 14, Northwestern Michigan College invited the community to an informal gathering and **Celebration of Life for former NMC President Tim Quinn** at the Hagerty Center. It was well attended, and the space was filled with joyful memories of Tim's contributions to the College and his impact locally and throughout the state.

## 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:*

- [\\$1.19M will launch new push for adult learners](#) - *Record Eagle*
- [Good news \(mostly\) on stop-outs, re-enrollment](#) - *Community College Daily*
- [Curation is the new leadership superpower. Here are 3 ways to adopt a curation mindset.](#) - *Fast Company*
- [Politics, 'Belonging' Drive College Choice](#) - *Inside Higher Ed*

## Upcoming Dates of Note

- **June 23** – Regular monthly meeting (TJNIC 106/107)
- **July 21** - Regular monthly meeting (Parsons-Stulen 222/224)
- **July 30 - August 1** - MCCA Summer Conference
- **August 19** - Opening Conference (Hagerty Center)



## MEMO

**To:** Northwestern Michigan College Board of Trustees  
**Cc:** Dr. Nick Nissley, Ed.D.  
**From:** Gabe Schneider, Founder/Principal, Northern Strategies 360  
**Date:** June 17, 2025  
**Re:** **State/Federal Legislative Update**

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### State

#### **FY26 State Budget**

Following Senate action on the FY26 Community College budget in May, the House introduced their version of the bill in early June. In relative short order the bill was introduced, referred to the Appropriations Committee, reported out to the House floor and passed by the full chamber. Along the way some changes were made. However, there are several key elements that remained that are concerning to institutions of higher education.

Here is a summary of where key provisions for NMC stand:

	Governor's Budget Recommendation	Senate (SB 168)	House (HB 4579)
Performance Funding Statewide (NMC)	4% (3.2%)	3% (2.3%)	-1/2% (-.9%)
ITEMS	--	\$11 million	Does not include
Full funding for MSPERS	Yes	Yes	Does not include
Full Funding for Reconnect 25+	Yes	Yes	Yes
Tuition Restraint	Yes (4.5% or \$227)	Yes (4.5% or \$227)	Yes (3% or \$149)

In addition to these items, the House budget included several other provisions which if not met, would restrict funding to colleges. These include:

- Sec. 217d: Students for Fair Admissions v. Harvard Restrictions
  - House adds language that requires community colleges not to violate Students for Fair Admissions v. Harvard, with a 25% operations reduction for any institution that violates the case. Lists redistribution method for reduced funds.
- Sec. 217e. Restriction on Diversity, Equity, and Inclusion (DEI) Spending
  - House adds language that restricts community colleges from spending any funding on DEI, with the sum of money spent on DEI reduced from operations allocations. Lists redistribution method for reduced funds.
- Sec. 217f. Institutional Salaries Spending Restriction
  - House adds language that restricts community colleges from spending more than 10% of salary spending on staff who do not teach, maintain facilities, or protect as law enforcement with the sum of money spent over the cap reduced from operations allocations.
- Sec. 217g. Males in Female Sports Restriction

- House adds language that restricts community colleges that participate in intercollegiate athletics from allowing biologically defined males from participating in biologically defined female sport teams and authorizes the state budget director to withhold 5% of monthly operations payments until an institution complies.
- Sec. 217h. Remote Employees Report
  - House adds language that requires community colleges to post a list of all employees, including titles and salaries, who work remotely.
- Sec. 217i. Common Areas and Public Ceremonies Race and Sex Restrictions
  - House adds language that restricts community colleges from having any common area spaces that are restricted by sex or race, restricts institutions from having any public ceremonies or gatherings restricted by sex or race, and authorizes the state budget director to withhold 5% of monthly operations payments until an institution complies.

In addition to these items, we are also continuing to track funding for Arts and Cultural Grants. This program typically provides \$20,000 - \$30,000 in support for the Dennis Museum. So far, the Governor and Senate have proposed to fund the program at a slightly lower level than last year while the House has not yet put forth a proposal.

We are engaged with our lawmakers on these budget proposals and expect that in the forthcoming weeks, discussions between the House, Senate and Governor will begin. However, it does not appear likely that a community college budget will be passed prior to the July 1 statutory deadline set by the legislature. Instead, it is more likely that budget discussions will stretch through the summer and into the fall.

### **FY26 State Earmarks**

We submitted a FY26 state earmark request with State Rep. Coffia and State Senator Damoose to support the Freshwater Research and Innovation Center. The \$1 million dollar funding request would be used to help complete the construction of the building. We also submitted an earmark request for the full \$8 million for the student services hub with Rep. Roth. These requests are still pending and would potentially be included in the FY26 state budget bills.

### **Capital Outlay**

We continue to pursue a strategy for securing a change in the Senate Capital Outlay Bill (SB 163) to include authorization of the Student Services Hub project. The Senate passed bill has been referred to the House Appropriations Committee.

## **Federal**

### **Budget Reconciliation**

The U.S. House has passed H.R 1 the One Big Beautiful Bill Act (OBBBA) and has sent it to the Senate for consideration. As part of the Senate process, the Senate Health, Education, Labor and Pensions (HELP) Committee released its version of the budget reconciliation bill and there are significant differences between the House and Senate proposals. The following is a helpful side by side comparison of the House and Senate reconciliation bills as prepared by the ACCT:

	House Reconciliation Bill	Senate Reconciliation Bill
Student Aid Eligibility	Extends eligibility to certain immigrants from Cuba, Ukraine, and Afghanistan	Extends eligibility to certain immigrants from Cuba, and individuals lawfully residing in the
Pell Eligibility	Eliminates Pell access for less than half-time students Requires full-time students to take 15 credits to receive the maximum award	Restricts access to Pell grants for students who received a scholarship that covers the full cost of attendance for their program
Need Analysis	Excludes family farms and small business value Removes eligibility for students with student aid index double or more the amount of the	Excludes family farms and small business value Removes eligibility for students with student aid index double or more the amount of the
Pell Shortfall	Provides an additional \$10.5 billion toward the shortfall over 3 years	Provides \$12.7 billion toward the shortfall for FY 2026 (an increase of \$10.5 billion)
Workforce Pell	Creates Workforce Pell for programs ranging from 150-599 clock hours and at least 8 weeks Includes public, non-profit, for-profit, and non-accredited entities with agreements with the Accountability measures based on 70% graduation, 70% employment, and earnings	Creates Workforce Pell for programs ranging from 150-599 clock hours and at least 8 weeks Includes public, non-profit, for-profit, and non-accredited entities with agreements with the Accountability measures based on 70% graduation, 70% employment, and earnings
Federal Direct Subsidized Stafford Loans	Eliminates	Maintains
Loan Caps	Eliminates differences in caps between independent and dependent students Parent borrowers have an annual borrowing limit of the program of study minus the Parent borrowers have a borrowing cap of \$50,000 regardless of the number of Creates one cap for undergraduate loans of \$50,000 Lifetime borrowing maximum is \$200,000 Sets loan limits based on enrollment intensity Allows institutions to set lower borrowing thresholds across programs	Maintains current undergraduate borrowing caps of \$31,000 for dependent students and Parent borrowers have an annual borrowing cap of \$20,000 per dependent. Parent borrowers have a borrowing cap of \$65,000 per dependent Maintains current undergraduate borrowing cap of \$23,000 in subsidized loans Lifetime borrowing maximum is \$257,500 Sets loan limits based on enrollment intensity Allows institutions to set lower borrowing thresholds across programs
Loan Repayment	Limits options to two repayment plans: one standard plan, and one income-based plan Standard Payment Plan has a fixed payment period that ranges from 10 to 25 years Under the Repayment Assistance Plan loans are forgiven after 360 payments Loan deferment cannot be made under unemployment and economic hardship Borrowers cannot transition from Repayment Assistance Plan to the Standard Payment Plan Defaulted loans can be rehabilitated twice Provides \$500 million for fiscal years 2025 and 2026 to administer loan programs	Limits options to two repayment plans: one standard plan, and one income-based plan Standard Payment Plan has a fixed payment period that ranges from 10 to 25 years Under the Repayment Assistance Plan loans are forgiven after 360 payments Loan deferment cannot be made under unemployment and economic hardship. Borrowers can transition from Repayment Assistance Plan to the Standard Payment Plan Defaulted loans can be rehabilitated twice Provides \$1 billion until expended to administer loan programs
Risk Sharing	Creates requirement for institutions to make payments to the federal government based on	Not included
PROMISE Grants	Creates grant program	Not included
Earnings Metric	Not included	Accountability measures at the program level requiring former program participants to
Pell Taxation	Not included	Finance bill not yet released
Endowment Tax	Increased endowment tax to a tiered model Excludes foreign students from the headcount formula to determine the tax rate	Finance bill not yet released
Regulatory Relief	Repeals regulations on borrower defense and school closure discharge Prevents the Secretary of Education from issuing new rules that are similar to the ones	Repeals the Biden era regulations on borrower defense and school closure discharge, reverts them back to their prior iterations

We continue to engage with our federal delegation on H.R.1 and most recently wrote a letter and met with the delegation in Washington, DC to discuss our concerns.

The House and Senate continue to work towards their July 4 self imposed deadline for final passage of a bill but given the differences between the two chambers it is unlikely that this deadline will be met. More likely, the consideration of H.R.1 will stretch into the summer.

**FY26 Congressionally Directed Spending**

We continued to work with our federal delegation to secure funding for the Freshwater Research and Innovation Center. Requests for congressionally directed spending have been submitted and will follow the annual appropriations process which is not anticipated to be complete until this fall.



Northwestern  
Michigan  
College

**MEMO**  
Office of the  
President

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**To:** NMC Board of Trustees  
**From:** Nick Nissley, President  
President's Council  
**Subject:** June 2025 Executive Summary

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

- FY25 general fund revenues are up 8% through May 31, 2025 in comparison to the same period in FY24. Revenue growth is driven largely by enrollment gains, a one-time MPSERS payment, and increased property tax revenues (due to growth in taxable values). Expenses are up 4% compared to the same point in time in 2024 due to hiring additional adjunct instructors to support increased enrollment, and general inflation.
- With less than 1 month remaining in FY25, the general fund is on track to finish the year with a \$1.75 million dollar surplus.
- The proposed FY26 budget is included in this packet. State funding, including operating appropriations, capital outlay funding, ITEMS funding, and specific policy changes remain uncertain. Many of the proposed policy changes at the Federal and State level could carry significant financial impact for NMC and our students.

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

- Contact hours are currently up 8% over last summer.
- Fall 2025 contact hours are currently up 13.6%

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

***Paid Media-*** mixed

- Applications: 47
- Accounts: 43
- The brand strategy implementation planning is in progress with an accelerated phase one timeline to align with the FY25 budget. This includes an August launch and fall enrollment push. We are also using the brand strategy to inform development of the next strategic plan.

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

- This month's strategic plan update focuses on **Strategy 4 - Community Partnerships and Engagement:** *Enhance collaborations that advance community engagement, economic and workforce development, and innovative opportunities for lifelong learning.* This strategy includes objectives tied to community engagement, the financial performance of Extended Education Services, development of workforce and professional training, and increased access to 4-year educational pathways. This strategy

is on track with 2 of the 4 objectives currently classified as “green.” These objectives are focused on workforce and technical training and access to 4-year pathways. At “yellow,” Extended Educational Services (EES) continues to report significant financial performance improvements since the plan’s inception, but FY25 results will not be available until late summer. The community partnerships objective, also “yellow”, resulted in the acquisition of the college’s first 3D concrete printer. The CAAS survey was completed and results included in the memo. However, the surveying methodology related to the “I don’t know” condition has changed between 2018 and 2025 resulting in median values lower than expected. This was true for all of the consultant’s (EMC) customers and should be considered when reviewing.

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

- It is NMC’s turn again in the MNJTP funding queue with the following actions for this month:
  - Requesting Board approval of the New Jobs Training Program agreement with Neuco Furniture and Upholstery (\$75,000) and Warbird Protection Group (\$300,000).
  - Agreement amendments with Bulmann Enterprises (existing agreement).

**NORTHWESTERN MICHIGAN COLLEGE  
BOARD OF TRUSTEES  
MINUTES  
Monday, May 19, 2025  
TJNIC 106/107**

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

**ROLL CALL**

**Trustees present:** Laura J. Oblinger, Mark B. Keely, Kennard R. Weaver, Chris M. Bott, Andrew K. Robitshek, Pamela T. Horne

**Trustees participating remotely:** Kenneth E. Warner at 5:34 p.m. remotely from (Washington, D.C.)

**Also present:** President Nick Nissley, Lynne Moritz, Diana Fairbanks, Troy Kierczynski, Kyle Morrison, Todd Neibauer, Stephen Siciliano, Jason Slade, Dino Hernandez, Marcus Bennett, Hollie DeWalt, Les Eckert, Cari Noga, Ryan Bernstein, Mark DeLonge, Becca Richardson, Rachel Johnson, Les Eckert, Kathryn DePauw

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

**STRATEGIC FOCUS**

**Mission & Values in Action**—Ryan Bernstein, Curriculum and Instructor Designer, and Mark DeLonge, Assistant Director of Instructional Technology, are both adjunct instructors and part of the Educational Technology team. Instructors are training to transition to a new learning management system platform which was piloted in Fall 2024 and will one hundred percent transition before Fall 2025. Canvas Camp had forty instructors participate last week to move their content to the new platform. The Board approved the change a year ago given the expense threshold of the new software, which provides instructors and students with more standardized layouts for courses.

**Strategic Initiatives Update: Diversity, Equity, Inclusion & Belonging**—Jason Slade, Vice President of Strategic Initiatives, and Marcus Bennett, Special Assistant to the President for Diversity, Equity, Inclusion, and Belonging, presented on the third strategy, as Vice President Slade reminded the Board of the remaining months in the current strategic plan. Slade highlighted additional events and work related to the strategy that were not in the original objectives—such as the mobile food pantry, Blair Elementary mentoring, and Ready for Life—that will continue in the future.

**REPORTS AND PRESENTATIONS**

**Brand Strategy and Beyond**—Diana Fairbanks, Associate Vice President of Public Relations, Marketing, and Communications provided an update on the brand assessment and strategy work that has been done throughout the past year. President Nissley acknowledged the Board's focus and leadership of innovation before Slade presented a new strategic change model to increase internal capacity and align work related to brand strategy implementation, strategic plan development, and celebrating the college's 75<sup>th</sup> anniversary.

**Faculty Report**—No report this month.

**FY26 Budget Update**—Vice President Troy Kierczynski provided an update on FY26 since the last presentation in March, which includes a balanced budget amidst uncertainty at the state and federal

levels. Kierczynski reviewed the budget assumptions, as well as the efforts for expense management and revenue enhancements.

**PUBLIC INPUT**—There was public input offered by Rachel Johnson.

## UPDATES

**President's Update**—President Nick Nissley shared positive news from the college, such as the Taste of Success fundraiser for the Great Lakes Culinary Institute, before addressing developments at the state and federal levels that will impact higher education. As community colleges serve all students, regardless of academic history, economic background, or life circumstances, the proposed risk-sharing penalizes colleges for the financial hardships of their students, disregards the mission, and creates disincentives for serving the most at-risk learners. The proposal to increase Pell Grant requirements from 12 credits per semester to 15, risks excluding a large population of community college students who attend part-time. Many of these students must work full-time jobs or care for children and families while pursuing their education. Imposing a credit minimum that exceeds full-time status for federal aid will only drive students away or force them to choose between academic burnout and financial hardship.

**Board Chair Update**—Chair Laura Oblinger recognized Trustee Chris Bott for his ten years of service as a trustee, noting his long standing service to the college in many forms. Chair Oblinger noted the university partners moving to the Front Street Campus ahead of the fall semester and the need for a study session with the full Board to consider the future of the University Center campus, which the Board is considering to rename as the “Boardman Lake Campus” later on the agenda. Oblinger emphasized the Board needs to determine the best use of the asset: whether to sell, lease, or develop.

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

- Minutes of the April 28, 2025, regular meeting
- Enrollment Report—*Todd Neibauer, Vice President, Student Services and Technologies*
- Financial Report—*Troy Kierczynski, Vice President, Finance and Administration*
- Public Relations, Marketing, & Communications Report—*Diana Fairbanks, Associate Vice President, PRMC*
- Foundation Report—*Dino Hernandez, Vice President, Advancement*
- Building and Site Committee—*Kennard Weaver, Committee Chair*

## ACTION ITEMS

**Notice of Truth-in-Taxation Hearing**—Chris Bott made a motion, seconded by Andy Robitshek, to adopt the Truth-in-Taxation Resolution as presented. The motion passed unanimously.

**Fund for Transformation Investment**--On a motion by Pam Horne, seconded by Mark Keely, the Board authorized administration to utilize the Board designated Fund for Transformation for



investment in a new Strategic Change Model that supports innovation and the strategic goals of the college in the amount of \$150,000 annually for three years.

The motion passed unanimously.

**Lobdell's Refrigeration Equipment**—Pam Horne made a motion, seconded by Mark Keely, to authorize administration to enter into a purchase agreement with Stafford-Smith, Inc. for the purchase of Delfield PTMB Series refrigeration equipment for the Lobdell's display kitchen to be funded by the Plant Fund and program support from the NMC Foundation in the amount of \$50,839. The motion passed unanimously.

**Renaming of University Center Campus**—Kennard Weaver made a motion, seconded by Chris Bott, to formally rename the "University Center" campus to the "Boardman Lake Campus." The motion passed unanimously.

**Tribal Council 2% Funds Application**—Kennard Weaver made a motion, seconded by Mark Keely, to authorize administration to submit application for the 2% grant from the Grand Traverse Band of Ottawa and Chippewa Indians video gaming revenue as presented. The motion passed unanimously.

**REVIEW OF FOLLOW-UP REQUESTS**—Confirmed there were no requests made by the Board that require administrative follow-up.

**ADJOURNMENT**—The meeting adjourned at 7:01 p.m.

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

SIGNED \_\_\_\_\_  
Laura J. Oblinger, Chair

ATTESTED \_\_\_\_\_  
Andrew K. Robitshek, Treasurer



**Northwestern  
Michigan  
College**

***MEMO Enrollment Services***

To: Dr. Nick Nissley, President  
 From: Todd Neibauer, VP for Student Services and  
 Technologies Date: June 18, 2025  
 Subject: Summer 2025 Enrollment Report

**Summer 2025**

Summer enrollment finished with a 9.4% increase in contact hours over summer 2024. Though there was strong growth for the summer semester, one of our funnel metrics needs further explanation.

The decline in the “% Admitted” row (-5.5%) is primarily due to fraudulent applications. There has been a rising number of these across the country, particularly at community colleges because of their open enrollment policies. We currently have 57 applications that were identified as fraudulent for the summer semester. This is far below what other institutions have received but it still made an impact on our funnel metrics.

	SU 2022	SU 2023	SU 2024	SU 2025	Δ
<b>Inquiries</b>	692	924	928	1,041	12.2%
<b>Applicants</b>	668	905	919	1,037	12.8%
<b>% Applied</b>	96.5%	97.9%	99.0%	99.6%	0.6%
<b>Admits</b>	446	593	672	701	4.3%
<b>% Admitted</b>	66.8%	65.5%	73.1%	67.6%	-5.5%
<b>Admits Registered</b>	183	228	304	320	5.3%
<b>% Admits Registered</b>	41.0%	38.4%	45.2%	45.6%	0.4%
<b>Prior Admits Registered</b>	4	3	1	5	400.0%
<b>Retained Students</b>	736	697	731	763	4.4%
<b>% Retained</b>	23.8%	24.3%	24.8%	24.2%	-0.5%
<b>Return Students</b>	80	67	66	73	10.6%
<b>Average Contact Hours</b>	5.49	5.49	5.37	5.58	3.9%
<b>Total Headcount</b>	1,003	995	1,102	1,161	5.4%
<b>Total Contact Hours</b>	5,504	5,462	5,918	6,477	9.4%
<b>Tuition</b>	1,206,733	1,243,249	1,389,422	1,573,364	13.2%

*(Resources: Digital Dashboard – Same Date Comparison SU2022-2025)*

**Community College Enrollments**

	% change in credit hours	% change in headcount	Total credit hours	Total headcount
Bay Mills	28.0%	23.6%	3,146	466
Delta	13.8%	7.7%	27,849	4,243
Gogebic	-4.0%	0.0%	659	151
Grand Rapids	6.3%	5.2%	40,752	6,550
Jackson	8.0%	6.4%	21,392	3,217
Kalamazoo	8.6%	6.9%	19,523	3,016
Kellogg	9.7%	7.4%	11,084	1,925
Macomb	10.0%	4.1%	50,437	8,051
Mid Michigan	13.9%	9.2%	6,336	1,025
Montcalm	12.4%	9.4%	2,912	561
Mott	10.9%	10.9%	23,704	3,328
North Central Michigan	2.0%	9.9%	1,539	334
Northwestern Michigan	9.6%	5.4%	6,029	1,161
Schoolcraft	6.0%	3.9%	23,678	4,348
Southwestern Michigan	6.9%	7.4%	3,603	622
Washtenaw	9.0%	5.4%	51,376	8,679

\*Colleges who reported enrollment for Summer



## **MEMO**

### *Administrative Services*

**To:** Dr. Nick Nissley, President

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

**Date:** June 17, 2025

**Subject:** Summary Report for the General Fund as of May 31, 2025

The attached reports summarize the financial results for the General Fund as of May 31, 2025. The 11th month represents 92% of the year.

#### **Month End Results**

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

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

The general fund has year-to-date revenue over expenses of \$8,044,251. Revenue increased by 8% when comparing year-to-date May 2025 to May 2024. Expenses increased by 4% when comparing year-to-date May 2025 to May 2024.

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

- A. Tuition and fees: For Spring 2025, the budget was set at 29,943 contact hours for a total budget revenue of \$6,637,665. Actual spring contact hours are projected at 32,695 with actual revenue of \$7,013,027. Spring revenue is trending over budget by \$375,362. For Summer 2025, the budget was set at 5,218 contact hours for a total budget revenue of \$1,247,604. Actual summer contact hours are projected at 6,277 with an actual projected revenue of \$1,517,141. Summer revenue is trending over budget by \$269,547.
- 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 MPERS offset payments. State appropriations payments began in October 2024.
- D. Actual year-to-date investment income recorded for fiscal year 2025 reflects interest and dividend income only. Unrealized gains or losses are held on the balance sheet during the year and will be recognized at fiscal year-end. Year-to-date realized gains and losses are shared quarterly in the investment memo.
- E. Both Private Sources and Other Sources are timing and event-dependent.

#### **Expenses**

- A. Salaries and benefits are tracking under budget.
- B. Overall expenses are under budget at this time.
- C. Capital Outlay reflects expenditures budgeted through the allocation of COAT dollars.

# Northwestern Michigan College

## Unaudited



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

### Summary Report for General Fund Accounts Fiscal Year 2025, Period 11

Funds	Accounts	2024-2025 Adjusted Budget	YTD Activity	% of Annual Budget	
<b>TOTAL GENERAL FUND</b>					
<b>50</b>	<b>Revenues</b>				
	Tuition and Fees	23,905,070	24,280,855	101.57%	A
	Property Taxes	14,933,023	14,890,969	99.72%	B
	Other Local	<u>0</u>	<u>0</u>	*	
	Local Sources	38,838,093	39,171,825	100.86%	
	State Sources	11,155,934	11,516,441	103.23%	C
	Federal Sources	0	0	*	D
	Private Sources	1,346,370	900,224	66.86%	E
	Investment Income	450,000	829,374	184.31%	D
	Other Sources	<u>617,000</u>	<u>583,842</u>	94.63%	E
	<b>Total Revenues</b>	<b>52,407,397</b>	<b>53,001,705</b>	<b>101.13%</b>	
<b>60</b>	<b>Labor</b>				
	Salaries and Wages	24,638,366	21,598,622	87.66%	F
	Benefits	<u>10,588,846</u>	<u>9,661,942</u>	91.25%	F
	<b>Total Labor</b>	<b>35,227,212</b>	<b>31,260,564</b>	<b>88.74%</b>	
<b>70</b>	<b>Expenses</b>				
	Purchased Services	4,281,886	4,138,142	96.64%	G
	Supplies and Materials	3,384,460	3,101,064	91.63%	G
	Internal Services	143,940	135,535	94.16%	G
	Other Expenses	1,634,903	1,358,142	83.07%	G
	Institutional Expenses	1,954,864	1,961,163	100.32%	G
	Maintenance and Renovation	2,317,272	1,967,318	84.90%	G
	Prof Develop, Travel and Events	662,860	550,976	83.12%	G
	Capital Outlay	<u>150,000</u>	<u>231,709</u>	154.47%	H
	<b>Total Expenses</b>	<b>14,530,185</b>	<b>13,444,049</b>	<b>92.52%</b>	
	<b>Total Expenditures</b>	<b>49,757,397</b>	<b>44,704,613</b>	<b>89.85%</b>	
<b>80</b>	<b>Transfers</b>				
	Transfers	2,650,000	252,841	9.54%	
	<b>Total Transfers</b>	<b><u>2,650,000</u></b>	<b><u>252,841</u></b>	<b>9.54%</b>	
	<b>Total Expenditures and Transfers</b>	<b>52,407,397</b>	<b>44,957,454</b>	<b>85.78%</b>	
	<b>Net Revenues over (under) Expenditures</b>	<b>0</b>	<b>8,044,251</b>		



**Northwestern Michigan College  
Comparison - Fiscal Year to Date  
General Fund  
May 2025 vs. May 2024**

**INTERIM**

This statement does not  
reflect year-end results.

	YTD 5/31/2025	YTD 5/31/2024	\$ Diff	% Diff	Comments
<b><u>Revenue</u></b>					
Local Sources:					
Tuition & Fees	\$ 24,280,855	\$ 22,685,478	\$ 1,595,377	7%	Primarily due to higher enrollment in FY25 than prior year and higher flight fee revenue in FY25
Property Taxes	14,890,969	13,769,707	1,121,262	8%	Timing of property tax payments received from townships and overall increases in property values
Total Local Sources	39,171,824	36,455,185	2,716,639	7%	
State Sources	11,346,192	10,134,027	1,212,165	12%	Primarily due to multiple one time MPSERS reimbursements received in FY25
State PPT Reimbursement	170,249	207,430	(37,181)	-18%	Lower PPT reimbursement in FY25
Private Sources	900,224	899,028	1,196	0%	Consistent with prior year
Investment Income	829,374	1,014,665	(185,291)	-18%	Interest rates in FY25 are down compared to FY24
Other Sources	583,842	559,326	24,516	4%	Primarily due to slightly higher administrative fee revenue from New Jobs Training Program and slightly higher Lobdell's revenue in FY25; partially offset by lower facility rental revenue in FY25
<b>Total Revenue</b>	<b>53,001,705</b>	<b>49,269,661</b>	<b>3,732,044</b>	<b>8%</b>	
<b><u>Expenses</u></b>					
Salaries and Wages	21,598,622	21,512,970	85,652	0%	Consistent with prior year
Benefits	9,661,942	9,478,596	183,346	2%	Consistent with prior year; impacted by increasing health benefit costs
Purchased Services	4,138,142	3,478,585	659,557	19%	Primarily due to transition of adjunct and supplemental staff to EduStaff in FY25.
Supplies & Materials	3,101,064	2,864,930	236,134	8%	Primarily due to higher international trip fees, course related expenses, software/licensing expenses, and furniture/fixture expenses in FY25
Internal Services	135,535	119,693	15,842	13%	Timing of internal events/charges
Other Expenses	1,358,142	1,315,071	43,071	3%	Consistent with prior year
Institutional Expenses	1,961,163	1,687,604	273,559	16%	Due to reclassification of internet/fiber expenses in FY25
Maintenance & Renovation	1,967,318	1,856,269	111,049	6%	Primarily due to higher facilities and grounds maintenance expenses in FY25
Professional Development	550,976	593,665	(42,689)	-7%	Lower professional development expenses in FY25
Capital Outlay	231,709	115,517	116,192	101%	Timing of COAT purchases; alignment lift (Auto Tech - \$36,465), lift/trailer (Facilities - \$30,100), electrical trainer (Auto Tech - \$41,994), 3D printer (Construction Technology - \$123,150) were purchased in FY25
<b>Total Expenses</b>	<b>44,704,613</b>	<b>43,022,900</b>	<b>1,681,713</b>	<b>4%</b>	
<b>Transfers</b>	<b>252,841</b>	<b>341,672</b>	<b>(88,831)</b>	<b>-26%</b>	Aviation flight hours transfer offset by indirect cost recovery from ADN to BSN grant
<b>Total Expenses &amp; Transfers</b>	<b>44,957,454</b>	<b>43,364,572</b>	<b>1,592,882</b>	<b>4%</b>	
<b>Net Revenue Over (Under) Expenses</b>	<b>\$ 8,044,251</b>	<b>\$ 5,905,089</b>	<b>\$ 2,139,162</b>	<b>36%</b>	



**Northwestern Michigan College  
Comparison - Month Over Month  
General Fund  
May 2025 vs. Apr 2025**

**INTERIM**

This statement does not  
reflect year-end results.

	YTD 5/31/2025	YTD 4/30/2025	May 25 Activity	Apr 25 Activity	Comments
<b><u>Revenue</u></b>					
Local Sources:					
Tuition & Fees	\$ 24,280,855	\$ 23,311,025	\$ 969,830	\$ 2,540,231	Lower spring tuition allocation in May than in April (4 weeks spring tuition in April vs. 1 week spring tuition in May); partially offset by beginning of summer tuition allocations in May
Property Taxes	14,890,969	14,455,749	435,220	103,808	Timing of tax collections received
Total Local Sources	39,171,824	37,766,774	1,405,050	2,644,039	
State Sources	11,346,192	9,935,616	1,410,576	1,212,700	Timing of MPSERS offset payments received
State PPT Reimbursement	170,249	71,206	99,043	-	- PPT reimbursement payment received in May
Private Sources	900,224	900,224	-	-	- Timing of quarterly Foundation support
Investment Income	829,374	763,040	66,334	33,794	Higher interest and dividend income in May
Other Sources	583,842	507,310	76,532	85,960	Consistent with prior month
<b>Total Revenue</b>	<b>53,001,705</b>	<b>49,944,170</b>	<b>3,057,535</b>	<b>3,976,493</b>	
<b><u>Expenses</u></b>					
Salaries and Wages	21,598,622	18,597,176	3,001,446	2,084,466	Three pay periods in May
Benefits	9,661,942	8,489,526	1,172,416	883,086	Three pay periods in May
Purchased Services	4,138,142	3,789,257	348,885	347,586	Consistent with prior month
Supplies & Materials	3,101,064	2,843,991	257,073	412,591	Primarily due to timing of international trip expenses
Internal Services	135,535	96,745	38,790	11,225	Timing of internal events/charges
Other Expenses	1,358,142	1,217,039	141,103	128,714	Consistent with prior month
Institutional Expenses	1,961,163	1,808,680	152,483	211,125	Due to timing of final snowplowing invoice for FY25 in April
Maintenance & Renovation	1,967,318	1,811,617	155,701	139,258	Consistent with prior month
Professional Development	550,976	503,426	47,550	71,471	Driven by timing of professional development expenses
Capital Outlay	231,709	231,709	-	-	- no capital expenses in May
<b>Total Expenses</b>	<b>44,704,613</b>	<b>39,389,166</b>	<b>5,315,447</b>	<b>4,289,522</b>	
<b>Transfers</b>	<b>252,841</b>	<b>252,841</b>	<b>-</b>	<b>-</b>	- Aviation flight hours transfer offset by indirect cost recovery from ADN to BSN grant
<b>Total Expenses &amp; Transfers</b>	<b>44,957,454</b>	<b>39,642,007</b>	<b>5,315,447</b>	<b>4,289,522</b>	
<b>Net Revenue Over (Under) Expenses</b>	<b>\$ 8,044,251</b>	<b>\$ 10,302,163</b>	<b>\$ (2,257,912)</b>	<b>\$ (313,029)</b>	



**Northwestern Michigan College**  
**Income Statement Projections - General Fund**  
**For the Year Ended June 30, 2025**  
**As of 6/6/2025**

**INTERIM**

This statement does not reflect  
year-end results.

	<b>FY24 Actual</b>	<b>FY 25 Budget</b>	<b>YTD 6/6/2025</b>	<b>FY 25 Projected</b>	<b>Difference vs. Budget</b>	<b>Comments</b>
<b>Revenue</b>						
Local Sources:						
Tuition & Fees	\$ 23,655,079	\$ 23,905,070	\$ 24,327,642	\$ 25,338,350	1,433,280	Enrollment was higher than expected in all semesters for FY25. Also, aviation flight fees are trending higher than budgeted.
Property Taxes	13,771,898	14,933,023	14,890,969	14,890,969	(42,054)	In line with budget
Total Local Sources	37,426,977	38,838,093	39,218,611	40,229,319	1,391,226	
State Sources	11,497,020	11,005,934	11,346,191	12,908,891	1,902,957	Currently trending above budget due to one time payment from the State and one time payments from MPSERS
State Property Tax Reimbursement	207,430	150,000	170,249	170,249	20,249	In line with budget
Federal Sources	9,200	-	-	-	-	GLMA direct funding is now recognized in restricted funds instead of the general fund
Private Sources	1,347,572	1,346,370	900,224	1,346,370	-	In line with budget
Dividend and Interest Income	1,132,582	450,000	829,379	915,000	465,000	The College continues to take advantage of a favorable interest rate environment
Unrealized Gain (Loss) on Investments	414,160	-	-	-	-	Not projected due to volatility of unreal. losses; see quarterly investments memo (Jan/Apr/Jul/Oct)
Other Sources	615,380	617,000	603,051	634,866	17,866	Lobdell's sales and facility and office rental revenue trending higher than budget; offset by lower miscellaneous revenue projections than budget
<b>Total Revenue</b>	<b>52,650,321</b>	<b>52,407,397</b>	<b>53,067,706</b>	<b>56,204,696</b>	<b>3,797,299</b>	
<b>Expenses</b>						
Salaries and Wages	24,235,147	24,638,366	21,598,622	24,596,596	(41,770)	Trending below budget due to position vacancies
Benefits	10,575,159	10,588,846	9,662,403	11,561,581	972,735	Trending above budget primarily due to rising health benefit costs and MPSERS expenses
Purchased Services	4,111,289	4,281,886	4,160,138	4,742,656	460,770	Trending above budget due to impacts of EduStaff transition and other purchased services
Supplies & Materials	3,163,600	3,384,460	3,118,163	3,675,651	291,191	Trending above budget due to EES and academic international trip expenses, classroom supply expenses, and fuel expenses
Internal Services	144,823	143,940	135,788	151,404	7,464	In line with budget
Other Expenses	1,437,647	1,634,903	1,370,293	1,690,284	55,381	Trending above budget for Native tuition waivers, recruiting expenses, and student assistance expenses (offset by Foundation gifts)
Institutional Expenses	1,925,883	1,954,864	1,972,652	2,315,655	360,791	Rising electrical and insurance costs + reclassification of internet/dark fiber expenses
Maintenance & Renovation	1,834,669	2,317,272	1,977,297	2,333,206	15,934	In line with budget
Professional Development	674,403	662,860	551,051	672,094	9,234	In line with budget
Capital Outlay	437,258	150,000	231,709	231,709	81,709	Overage due to 3D printer, which will be directly offset by private sources (NMCF funding)
<b>Total Expenses</b>	<b>48,539,878</b>	<b>49,757,397</b>	<b>44,778,115</b>	<b>51,970,835</b>	<b>2,213,438</b>	
<b>Transfers Out (In)</b>						
Plant Fund - General Maintenance	2,770,000	1,400,000	-	1,400,000	-	Budgeted transfer for maintenance of capital
Plant Fund - Technology Maintenance	500,000	600,000	-	600,000	-	Budgeted transfer for maintenance of technology
Plant Fund - Aviation Capital Fund	542,285	600,000	403,080	537,440	(62,560)	Budgeted transfer for Aviation equipment fund; based on revenue, calculated using tach hours
Plant Fund - Aviation Debt Service	-	250,000	-	250,000	-	Actual debt service for 2024 Aviation bonds will be slightly lower than budgeted
Plant Fund - New Capital Projects	-	500,000	-	1,250,000	750,000	Transfer current year surplus towards new projects
Bd Designated - Strategic Projects	275,000	350,000	-	350,000	-	Budgeted transfer for strategic projects, plus \$150k in additional surplus
Bd Designated - Fund for Transformation	50,000	50,000	-	50,000	-	Budgeted transfer for funds for transformation
Restricted - GLMA Direct Support	(896,078)	(1,100,000)	-	(1,100,000)	-	Transfer MARAD restricted funds to the general fund to support academy operations
Program Specific	(161,815)	-	(150,239)	(150,239)	(150,239)	
<b>Total Transfers</b>	<b>3,079,392</b>	<b>2,650,000</b>	<b>252,841</b>	<b>3,187,201</b>	<b>537,201</b>	
<b>Total Expenses &amp; Transfers</b>	<b>51,619,270</b>	<b>52,407,397</b>	<b>45,030,956</b>	<b>55,158,036</b>	<b>2,750,639</b>	
<b>Net Revenue Over (Under) Expenses</b>	<b>\$ 1,031,051</b>	<b>\$ -</b>	<b>\$ 8,036,749</b>	<b>\$ 1,046,660</b>	<b>\$ 1,046,660</b>	





## **MEMO**

*Public Relations, Marketing,  
and Communications*

**To:** Nick Nissley, President

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

**Date:** 6-16-25

**Subject:** May 2025 Monthly Report

May is a slower month on campus after the end of the busy spring semester. Results were mixed across media categories. For paid campaigns, applications were down, but accounts were up MOM. and accounts were up MOM. We also saw an increase in requests for information. Earned media performance was mixed. With less activity on campus, there is less media coverage, but we have had our seventh straight month of positive or neutral media sentiment. Stories earning the most coverage include: military friendly school award, GLMA training cruise and Ready for Life. NMC Now featured our [UAS support in ice storm recovery](#). Shared media followers continue to increase with highest performing posts of continuing commencement celebrations. The brand strategy implementation planning is in progress with an accelerated phase one timeline to align with the FY25 budget. This includes an August launch and fall enrollment push. We are also using the brand strategy to inform development of the next strategic plan. NMC Public Relations, Marketing and Communication key performance indicators for May 2025 include:

***Paid Media-*** mixed

- Applications: 47
- Accounts: 43

***Earned Media-*** mixed

- Media mentions: 115
- Positive/neutral sentiment: 100%
- Publicity value: \$78,000

***Owned Media*** - mixed

- ***NMC Now:***
  - Subscribers: 939
  - Open Rate: 31%

***Shared Media*** ↑

- Facebook followers: +1% YOY
- Total followers: 14,147
- Instagram followers: +10% YOY
- Total followers: 4,139



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

**From:** Katharine Marvin, Executive Director of the NMC Foundation

**Date:** June 23, 2025

**Subject:** Foundation Update

### Update on Philanthropic Activity

As of June 9, 2025, the fiscal year is 94% completed. 150% of the budgeted goal of \$3,250,000 in total activity, with \$4,896,024 gifts, pledges, and in kind gifts recorded.

### FY25 Total Dollars Raised Through the NMC Foundation

\$3,624,526	Total cash gifts and pledges received to date (including The Fund for NMC)
\$325,101	Gross event revenue
<u>+ \$120,000</u>	Additional cash received from previously documented planned gifts
<b>\$4,069,6278</b>	<b>Total raised through donations, event revenue, and realized planned gifts</b>
+ \$500,000	New documentation of planned gift intentions
<u>+ \$326,397</u>	In-Kind Gifts
<b>\$4,896,024</b>	<b>Total Activity</b>

Of the total raised (cash, pledges, and planned gifts), donors are impacting the following areas of the college as of June 9, 2025:

- Unrestricted gifts to the Fund for NMC - \$181,236 (4% of total giving)
- Scholarships, both restricted and endowed funds - \$1,626,998 (41% of total giving)
- Program support and capital projects at NMC - \$2,316,292 (55% of total giving)

### Foundation Initiatives

- The NMC Foundation Team met, and exceeded, ahead of schedule the fiscal year goal of \$2.4M and a corollary goal in events of \$175,000. **The current fundraising activity total for the fiscal year is \$4.89M or 150% of goal.**
- The Alumni Relations program has launched an **alumni survey** to hear directly from alumni about what they desire in programming, and the **search for our 'Top 75 Alumni'** as part of our 75th anniversary celebrations.
- In May, NMC Foundation staff met with The Winkler Group to launch the comprehensive campaign feasibility study. In light of recent leadership changes, the feasibility study is on hold. The timeline on this initiative is likely to shift.
- The Scholarship Open 2025 committee has been busy soliciting sponsorships and planning the event. The committee has secured **87% of their fundraising goal**, including a Tournament Sponsor (top sponsor) at the \$7,500 level and a Golf Ball sponsorship at the \$5,000 level.
- Following a recent leadership transition, Katharine Marvin of the NMC Foundation and Craig Hadley of the Dennon Museum Center have agreed to co-chair planning for the 75th Anniversary Celebrations. In the past 6 months, the planning committees have developed a unifying theme, created logo and branding assets, and compiled a robust list of college events occurring throughout the year. With 7 months before the start of 2026, it's now time to move from idea generation and into action.



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

**From:** Katharine Marvin, Interim Executive Director of the NMC Foundation

**Date:** June 23, 2025

**Subject:** Foundation Update

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Northwestern Michigan College  
Board of Trustees  
**Presidential Performance & Compensation Committee Minutes**  
May 28, 2025  
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 11:00 a.m.

Members Present: Laura Oblinger, Kennard Weaver, Ken Warner

Others Present: Nick Nissley, Lynne Moritz

**2025 Presidential Evaluation Process and Timeline**—Chair Oblinger welcomed the committee to the first meeting of the calendar year and emphasized the role of the committee in proposing an aligned, efficient process for both the president and Board of Trustees. Oblinger also summarized the adjustments to the evaluation form that were made in 2024. There was discussion regarding whether to edit the core competencies listed in the evaluation and it was decided to keep them the same from last year. It was requested by the committee to add an open-ended question to the evaluation form that seeks general feedback from trustees.

The timeline was reviewed with attention drawn to the upcoming mid-year evaluation in June and this year's adjustment from October to November due to the timing of the regular October meeting of the full Board and the ACCT Leadership Congress around that same time.

The committee discussed compensation benchmark resources and the importance of transparency in the presidential contract negotiation process. President Nissley's current contract goes through December 31, 2029.

**Other Discussion**—While discussing the core competency of "quality" it was requested that a program focus presentation be prepared on the topic of academic program and course review.

**Public Input**—There was no public comment offered.

The meeting was adjourned at 11:34 a.m.

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

Northwestern Michigan College  
Board of Trustees  
**Executive Committee Minutes**  
June 12, 2025  
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, Kennard Weaver, Mark Keely

Others Present: Nick Nissley, Lynne Moritz, Troy Kierczynski, Jason Slade

Chair Oblinger welcomed Trustee Weaver to the committee in light of Trustee Bott's resignation from the Board.

**President's Update**—President Nissley shared updates on the federal budget and potential impacts on the college budget. As the end of FY25 nears, there was discussion regarding projections and the anticipated surplus in the college budget. In positive news, the U.S. Senate's higher education bill omits changes to Pell Grant eligibility and risk sharing. President Nissley also provided an update on a recent meeting regarding the East Bay Beach District and potential funding model. The college is currently reviewing the potential to contest or opt-out of TIF funding for the beach district corridor. Nissley provided other updates regarding recent and upcoming campus events.

**Upcoming Strategic Planning Process and Timeline**—Vice President of Strategic Initiatives Jason Slade reviewed the proposed timeline for development of the 2026-2029 strategic plan. Given the robust process in 2021, many aspects of the strategies will continue forward, with changes and updates to objectives being a focus of the process. Engagement opportunities for internal and external stakeholders are a point of emphasis, as is encouragement to push objectives to bigger and bolder aspirations. The committee requested early engagement with the full Board of Trustees to provide input on strategy development and to support bold objectives.

**Upcoming Study Session Planning**—Vice President of Finance and Administration Troy Kierczynski discussed the process for gathering data and potential scenarios for underutilized properties. The committee requested the proposed upcoming study session invite Plante Moran Realpoint to present an example "Memorandum of Offering" for the full Board to be able to consider the process and prepare for community questions and engagement.

**Review Upcoming Agendas**—The June 23 agenda for the regular meeting of the full Board was reviewed, with particular attention to the order of operations for interviewing candidates for the

current Board vacancy. The mid-year presidential evaluation normally occurs in June, but will be delayed until July given the addition of the vacancy appointment to the agenda.

**Public Input**—There was no public comment offered.

The meeting was adjourned at 3:29 p.m.

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

Northwestern Michigan College  
Board of Trustees  
**Building & Site Committee Minutes**  
June 17, 2025  
Parsons-Stulen 106  
2600 Aero Park Drive  
Traverse City, MI 49686

Committee Chair Kennard Weaver called the meeting to order at 2:30 p.m.

Members Present: Kennard Weaver, Ken Warner, Laura Oblinger

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

**Aviation Hangar Expansion Update**—Jerry Tomczak provided an update on developments since the last committee meeting. There is consideration regarding expansion of the ramp to the north.

**Gateway and Directional Signage**—AVP of Strategic Communications and Change Initiatives Diana Fairbanks explained the vendor selection for both gateway and directional signage related to the upcoming brand refresh.

Ken Warner made a motion, seconded by Laura Oblinger, to recommend the full Board consider authorizing administration to enter into a contract with Image 360 in the amount of \$131,931 to refurbish the gateway signage on all NMC campuses; the motion passed unanimously.

Laura Oblinger made a motion, seconded by Ken Warner, to recommend the full Board consider authorizing administration to enter into a contract with Signplicity in the amount of \$95,356 to upgrade directional signage on all NMC campuses; the motion passed unanimously.

**Staff Policy D-504.06 Real Estate Disposition**—VP of Finance and Administration Troy Kierczynski shared a draft staff-level policy regarding real estate disposition. As Policy A-106.00 Items for Specific Board Approval dictates the Board has discretion to approve real estate acquisition and disposition, the staff policy is developed to support the recommendation process and input was sought from the Board Building & Site Committee given their final approval of any acquisition or disposition. The policy will also be brought to the Board Policy Committee for input (not approval) and will follow the proper staff policy process. The committee stated that consideration of “potential alternative uses and anticipated future College needs” should be more prominently called out in the policy format.

**Public Input**—There was no public comment offered.

**Other Discussion**—Committee Chair Weaver inquired about financing for the geothermal project. The federal grant requirements and timeline were discussed. The financing for the

geothermal project should be brought to the committee for consideration before the next stage in construction so it can be reviewed before reaching a planned deadline in construction.

**Parking Lot Maintenance and Poplar Lot Repaving**—Quotes for maintenance of several parking lots and repaving of the Poplar Lot were recently received and forwarded on to consider for the June 23 Board Agenda. While parking lot pavement approvals do not normally go through the Building & Site Committee before being recommended to the full Board, with the committee meeting just prior to the Board agenda and packet being compiled, the recommendation memos were shared with the committee.

Laura Oblinger made a motion, seconded by Ken Warner, recommending the memos advance to the full Board to consider the expenditures at their regular meeting on June 23. The motion passed unanimously.

The meeting was adjourned at 3:19 p.m. for the committee to tour the expansion of the Aviation hangar.

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



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

A regular meeting of the Board of Trustees (the “Board”) of Northwestern Michigan College Michigan (the “College”) was held on June 23, 2025, at 5:30 p.m. at the Timothy J Nelson Innovation Center at Northwestern Michigan College’s main campus in Traverse City, Michigan.

The meeting was called to order by \_\_\_\_\_.

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, the Board of Trustees by resolution of June 23, 2025 proposes a total authorized levy not to exceed **2.0050 mills** within the district for operating purposes for fiscal year 2025-2026; and

WHEREAS, the Board of Trustees has complete authority to establish a maximum of **2.0050 mills** for operating purposes in fiscal year 2025-2026 from within its authorized millage rate; and

WHEREAS, the Board of Trustees held a budget hearing on June 23, 2025 at 5:30 p.m. in the Timothy J Nelson Innovation Center of Northwestern Michigan College to receive comments from the public regarding the proposed budget; and the budget document contains the requisite “Truth in Budgeting Act.”

NOW THEREFORE, BE IT RESOLVED THAT:

1. For fiscal year 2025-2026 the total millage rate not to exceed **2.0050 mills**, shall be levied upon property located within the college district.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Resolution declared adopted.

\_\_\_\_\_  
Laura J. Oblinger, Board of Trustees Chair

The undersigned, duly qualified and acting Treasurer of the Board of Trustees of Northwestern Michigan College, Michigan hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Trustees at a regular meeting held on June 23, 2025, the original of which is part of the Board’s minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the “Open Meetings Act” (Act 267, PA 1976, as amended).

\_\_\_\_\_  
Laura J. Oblinger, Board of Trustees Chair

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

A regular meeting of the Board of Trustees (the “Board”) of Northwestern Michigan College Michigan (the “College”) was held on June 23, 2025, at 5:30 p.m. at the Timothy J Nelson Innovation Center on Northwestern Michigan College’s main campus in Traverse City, Michigan.

The meeting was called to order by \_\_\_\_\_.

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

**RESOLVED**, that this resolution shall be the general appropriations of Northwestern Michigan College for the fiscal year 2025-2026. A resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all income received by Northwestern Michigan College.

**BE IT FURTHER RESOLVED** that the total revenues estimated to be available for appropriations in the **General Fund** of Northwestern Michigan College for the fiscal year 2025-2026 is as follows:

Revenue	<b><u>\$ 56,784,269</u></b>
---------	-----------------------------

**BE IT FURTHER RESOLVED** that **\$56,784,269** of the total available to appropriate in the **General Fund** is hereby appropriated in the amounts and for the purposes set forth in Exhibit 1 of the budget.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Resolution declared adopted.

\_\_\_\_\_  
Laura J. Oblinger, Board of Trustees Chair

The undersigned, duly qualified and acting Treasurer of the Board of Trustees of Northwestern Michigan College, Michigan hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Trustees at a regular meeting held on June 23, 2025, the original of which is part of the Board’s minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the “Open Meetings Act” (Act 267, PA 1976, as amended).

\_\_\_\_\_  
Laura J. Obinger, Board of Trustees Chair



## **MEMO**

### *Administrative Services*

**To:** Dr. Nick Nissley, President  
**From:** Troy Kierczynski, Vice President of Finance and Administration  
**Date:** June 18, 2025  
**Subject:** Academic Year 2025-2026 Tuition Rate Recommendations

Below are the proposed academic year 2025-2026 tuition rates for the Board of Trustees' approval.

**\*Annual Impact is calculated based on 30 contact hours in an academic year**

#### **General Tuition – 4% Change**

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$ 126.00	\$ 131.00	\$5.00	\$150.00
Out of District	\$ 269.00	\$ 280.00	\$11.00	\$330.00
Out of State	\$ 350.00	\$ 364.00	\$14.00	\$420.00
International	\$ 394.00	\$ 410.00	\$16.00	\$480.00

#### **Tier I – 4% Change**

*Automotive, Audio Tech, Construction Tech, Dental Assistant, Nursing, Surgical Tech and Surveying. Additionally, Law Enforcement Certificate II / Police Academy tuition is assessed at in-district Tier 1 rates regardless of residency.*

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$151.00	\$157.00	\$6.00	\$180.00
Out of District	\$308.00	\$320.00	\$12.00	\$360.00
Out of State	\$399.00	\$415.00	\$16.00	\$480.00
International	\$451.00	\$469.00	\$18.00	\$540.00

#### **Tier II – 4% Change**

*Culinary, Great Lakes Water Studies 100-200 Level Courses*

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$174.00	\$181.00	\$7.00	\$210.00
Out of District	\$344.00	\$358.00	\$14.00	\$420.00
Out of State	\$458.00	\$476.00	\$18.00	\$540.00
International	\$519.00	\$540.00	\$21.00	\$630.00

**CONTINUED ON NEXT PAGE...**

**Tier III – 4% change***Maritime and Great Lakes Water Studies 300+ Level Courses**Note: Maritime Program charges by credit hour*

Category	Current Rate Per Contact Hour	Proposed Rate	Change	Annual Impact*
In-District	\$536.00	\$557.00	\$21.00	\$630.00
Out of District	\$536.00	\$557.00	\$21.00	\$630.00
Out of State	\$536.00	\$557.00	\$21.00	\$630.00
International	\$588.00	\$612.00	\$24.00	\$720.00

**General Fee – 4% Change**

Category	Current Rate Per Contact Hr.	Proposed Rate	Change	Annual Impact*
All Residencies	\$34.00	\$35.25	\$1.25	\$37.50
Maritime, Nursing, Culinary	\$24.00	\$25.00	\$1.00	\$30.00

**Dual Enrollment – NO CHANGE**

Category	Current Rate Per Contact Hr.	Proposed Rate	Change	Annual Impact*
Dual Enrollment	\$160.00	\$160.00	\$0.00	\$0.00



## *Resolution of Appreciation*

### **Chris M. Bott**

WHEREAS, Chris M. Bott has served as a Northwestern Michigan College trustee for 10 years, from his initial appointment in May 2015 to subsequent elections in 2016 and 2022;

•  
WHEREAS during his tenure he served as board chair for three years, from January 2019 to January 2022, a period which spanned both a college presidential transition and the pandemic, making his capable, steady leadership even more vital;

•  
WHEREAS he also served the board as vice chair (2017-2018) as secretary (2024 until resignation) and on virtually every standing board committee, as well as ad hoc appointments;

•  
WHEREAS as a CPA his financial acumen was of utmost value to the board, the college and to the residents of Grand Traverse County;

•  
WHEREAS he served on the NMC Business Administration/Accounting Advisory Committee from 2004–2015, insuring that the curriculum remains relevant for both students and employers;

•  
WHEREAS he served several years as a member of the Michigan Community College Association (MCCA) Board of Directors, including as chair of the MCCA Executive Committee from 2021-22;


•  
WHEREAS he and his family are two-generation living examples of the power of an NMC education. A 1983 NMC graduate, Bott's siblings and three children all earned an associate degree from NMC.

•  
WHEREAS NMC has benefited from his philanthropy since 1996. His generous gifts have supported causes including unrestricted funds, the Astronomy program, Taste of Success, NMC Food Drive, Extended Education Services and scholarships, including the Dean W. Bott Endowed Scholarship for accounting students;

•  
WHEREAS NMC he has volunteered his time and talent to other community organizations, including serving as a founding member of Munson Manor Hospitality House, as a member of the Munson Regional Healthcare Foundation and a past member of the Traverse City Area Chamber of Commerce;

•  
THEREFORE, we gratefully acknowledge Chris M. Bott's decades of service, commitment and dedication to Northwestern Michigan College.

  
\_\_\_\_\_  
Laura Oblinger, *Chair of the Board of Trustees*

  
\_\_\_\_\_  
Nick Nissley, *NMC President*



Northwestern  
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## ***MEMO***

*Administrative Services*

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**To:** Dr. Nick Nissley, President

**From:** Troy Kierczynski, Vice President Finance and Administration

**Date:** June 13, 2025

**Subject:** Request for Blanket Purchase Orders for FY26

---

### Board Authorization Requested

Authorize the administration to create Blanket Purchase Orders (POs) for each vendor identified on the attached spreadsheet for the total of the estimated yearly costs.

### Background / Scope of Work

Attached is a spreadsheet listing vendors with whom we do significant amounts of business each academic year. The spreadsheet shows:

- Amounts requested for blanket POs for FY25
- Amounts spent against the approved blanket POs year to date as of June 13, 2025
- Estimated blanket PO amounts for FY26

### Source of Funds

These types of expenditures are primarily operational in nature (i.e., utilities, insurance, supplies, maintenance agreements, fuel purchases, etc.). They have been included in the fiscal 2026 budget in various line items such as Purchased Services, Institutional Expenses, and Supplies and Materials. Most of these expenses are paid in one payment and exceed \$50,000, which is the level requiring Board approval. This procedure does not preclude nor override the bid process as outlined in our policies.

<b>FY26 Blanket Purchase Orders</b>		6/13/2025		67
<b><u>CURRENT VENDOR</u></b>	<b><u>SERVICE</u></b>	<b><u>FY25 YTD</u></b>	<b><u>FY25 BLANKET PO</u></b>	<b><u>FY26 BLANKET PO</u></b>
Multi Service/Arrow Energy/AVfuel/Epic	Aviation Fuel	\$380,000	\$400,000	\$450,000
Airpower	Aircraft Engines	\$47,000	\$0	\$100,000
Assessment Technologies Institute (ATI)	Nursing Testing	\$100,000	\$75,000	\$100,000
Blackbaud	Donor mngmt and Financial Accounting Software	\$76,000	\$75,000	\$65,000
Bonek Insurance	Maritime & Liquor License Insurance	\$75,000	\$75,000	\$75,000
Cessna Aircraft Co.	Aircraft Supplies	\$83,000	\$50,000	\$85,000
Spectrum Communications	Cable- Internet	\$115,000	\$130,000	\$130,000
Crystal Flash/Blarney Castle	Ship Fuel	\$350,000	\$650,000	\$600,000
Merit Networks	Internet Service Provider	\$50,000	\$50,000	\$50,000
Dell Computers	Computer Purchases	\$123,000	\$150,000	\$150,000
STT	Security Services	\$677,000	\$700,000	\$700,000
DTE	Natural Gas Transportation	\$165,000	\$160,000	\$170,000
Ellucian	Software Licensing and Services	\$375,000	\$380,000	\$450,000
Grand River Solutions	Title IX	\$62,000	\$0	\$65,000
Lipari	Hawk Owl Café	\$49,000	\$60,000	\$60,000
Gordon Food	Hawk Owl Café	\$163,000	\$200,000	\$200,000
GT County/Traverse City	Water	\$77,000	\$70,000	\$80,000
GT County/Traverse City	Sewer	\$88,000	\$65,000	\$90,000
TrendyMinds	Digital Advertising/Management Fee's	\$360,000	\$450,000	\$400,000
Mise en Place Culinary Consulting	Food Service for Ship	\$265,000	\$350,000	\$335,000
Merit Networks	Internet Services	\$50,000	\$50,000	\$50,000
MCCRMA	Comprehensive property and casualty insurance	\$250,000	\$275,000	\$275,000
Michigan State University	Contractual Services	\$66,000	\$60,000	\$70,000
Northern Stategies	Legislative Advocacy Services	\$48,000	\$50,000	\$50,000
Nichols	Custodial Supplies	\$81,000	\$0	\$85,000
Penn Yan Yero	Aircraft Engines	\$166,000	\$175,000	\$195,000
People Driven Technology	Camera Replacement/Network Security	\$100,000	\$100,000	\$50,000
Oracle	Database Software Support	\$129,000	\$100,000	\$130,000
Sequent Energy	Natural Gas	\$175,000	\$250,000	\$250,000
SET-SEG	Workers Compensation Insurance	\$40,000	\$55,000	\$55,000
Sysco	Hawk Owl Café	\$60,000	\$65,000	\$55,000
Superior Foods	Culinary Food	\$55,000	\$40,000	\$55,000
TC/Consumers/Cherryland	Electricity	\$775,000	\$800,000	\$800,000
TouchNet	Student tuition payment software	\$95,000	\$95,000	\$95,000
US Postal Service	Postage	\$100,000	\$100,000	\$100,000
<b>TOTALS:</b>		<b>\$5,870,000</b>	<b>\$6,305,000</b>	<b>\$6,670,000</b>



**MEMO**  
**Educational**  
**Services**

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**To:** Nick Nissley, President  
**From:** Stephen Siciliano, Vice President for Educational Services  
**Date:** June 3, 2025  
**Subject:** GLCI Culinary Arts w/ Maritime Emphasis Certificates

---

I am seeking the Board of Trustees approval for the discontinuation of our Level 1 Culinary Arts certificate with Maritime emphasis, and the approval of a new Level II Culinary Arts certificate with Maritime emphasis.

Following a comprehensive program review conducted after the inaugural year of the Culinary Arts Maritime Certificate Level I, the GLCI team, in collaboration with GLMA, has identified several areas for improvement based on feedback from students, instructors, and internship supervisors.

**Key Feedback Highlights:**

- Students expressed a need for:
  - Increased culinary training at GLCI.
  - More hands-on maritime experience during internships.
  - Greater insight into life and work at sea.
  - A deeper understanding of the maritime industry.
- **Instructors and Supervisors emphasized the need for:**
  - Enhanced culinary training.
  - Broader knowledge of world cuisines.
  - Stronger foundation in food preservation techniques.
  - Longer on-the-job experience in the second cook role.

**Proposed Program Enhancements:**

To address these needs and better align with industry expectations, we have created a new level II certificate that will replace the existing level I certificate. The course sequence guide is attached for your review.



This new level II certificate will include the following additions and modifications.:

1. Course Additions (existing courses):

- a. CUL213 World Cuisine – Expands culinary training and introduces global culinary techniques.
- b. CUL215 Garde Manger – Enhances skills in culinary preparation and food preservation.
- c. CUL193 Culinary Maritime Internship II – Commercial Vessel – Provides a separate internship experience aboard a commercial vessel, offering real-world maritime training.

2. Course Modifications:

- a. CUL191 Culinary Maritime Internship I – Training Ship
  - i. Title change to reflect distinction between training and commercial internships.
  - ii. Adjust minimum internship hours from 320 to 240 for alignment with program pacing and feedback.
- b. CUL208 Galley Kitchen
  - i. Delivery change from a 16-week to an 8-week intensive format.
  - ii. Adjust credits from 4 to 3 and contact hours from 8 to 6 per week, while maintaining instructional rigor through extended daily sessions.
  - iii. More time is allotted to understanding shipboard life and the crew hierarchy.

These revisions are designed to enhance student preparedness, align the program with industry needs, and ensure graduates are well-equipped for culinary careers in maritime settings.

Thank you for your consideration.

## Culinary Major Requirements

Course	Title	Credits
Occupational Specialty Requirements		
CUL102	Culinary Concepts and Career Management	2
CUL110	Safety and Sanitation	2
CUL111	Professional Cookery	5
CUL118	Introduction to Baking & Pastry	3
CUL191	Culinary Maritime Internship I - Training Ship	2
CUL201	Food and Beverage Operations	3
CUL208	Galley Cooking	3
CUL209	Butchery and Fabrication	2
CUL210	Nutrition for Culinary Arts	2
CUL211	Menu Planning and Purchasing	3
CUL213	World Cuisine	5
CUL215	Garde Manger	3
CUL193	Culinary Maritime Internship II - Commercial Vessel	2
Program Total Credits		37

## Fall Start ONLY

		Credit/Contacts
1st year - Fall		
Full session weeks 1-16	CUL111 Professional Cookery CUL102 Culinary Concepts and Career Management	5/10 2/2
Session A weeks 1-8	CUL110 Safety and Sanitation <sup>1</sup>	2/2
Session B weeks 9-16	CUL118 Introduction to Baking & Pastry	3/6
<b>Semester Total</b>		<b>12/20</b>
1st year - Spring		
Full session weeks 1-16	CUL213 World Cuisine	5/10
Session A weeks 1-8	CUL208 Galley Cooking CUL210 Nutrition for Culinary Arts	3/6 2/2
Session B weeks 9-16	CUL201 Food and Beverage Operations	3/6
<b>Semester Total</b>		<b>13/24</b>
1st Year, Summer		
Full session	CUL191 Culinary Maritime Internship I - Training Ship	2/2
2nd year - Fall		
Full session weeks 1-16	CUL211 Menu Planning and Purchasing	3/3
Session A weeks 1-8	CUL209 Butchery and Fabrication	2/4
Session B weeks 9-16	CUL215 Garde Manger	3/6
<b>Semester Total</b>		<b>8/13</b>
2nd year - Spring/Summer		
Full session	CUL193 Culinary Internship II - Commercial Vessel	2/2
<b>Program Total</b>		<b>37/61</b>

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

<sup>1</sup> Completion of GLCI Culinary Arts Maritime Certificate Level 2 requires successful completion of ServSafe Food Protection Manager Examination with a minimum score of 70%.



**Northwestern  
Michigan  
College**

## **MEMO**

### *Administrative Services*

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**To:** Nick Nissley, Ed.D., President  
**From:** Troy Kierczynski, Vice President of Finance and Administration  
 Diana Fairbanks, AVP of Strategic Communications and Change Initiatives  
**Date:** June 13, 2025  
**Subject:** Gateway Signage Refurbishment

---

This document provides an overview and recommendation for a contractor to refurbish gateway signage on all NMC campuses.

#### **Recommendation**

Authorize the administration to enter into a contract with Image 360 in the amount of \$131,931 to refurbish the gateway signage on all NMC campuses.

#### **Background/Scope of Work**

NMC is updating campus signage as part of the brand refresh, and routine maintenance. This includes 10 existing gateway signs. In order to accomplish this, the scope of this project includes painting existing sign cabinets, replacing faces with new .125" thick painted aluminum signs. Faces include 3" deep trimless channel letter icon, 1" thick acrylic push through letters and 3M premium vinyl graphics and removal, installation and disposal.

PRMC sought bids as summarized in the next section, and recommends Image 360 to perform the total scope of work. Image 360 was the middle bid in terms of price, but this total includes an additional \$10,000 for contingencies and \$964.99 for permitting. Image 360 was the vendor we partnered with for the original assessment and spec development for this project before it was sent out to bid for refurbishment and we feel confident they understand the project thoroughly and will deliver an exceptional product in a timely manner. NMC is partnering with other local sign companies for other elements of the brand work and vendor capacity is an important factor in this recommendation.

#### **Bid Analysis**

<b>Company</b>	<b>Location</b>	<b>Amount</b>
Image 360	Traverse City, MI	\$131,931*
Signplicity	Traverse City, MI	\$101,016
Nuart	Traverse City, MI	\$166,784

\* This includes an additional \$10,000 for contingencies and \$964.99 for permitting

#### **Funding Source**

The source of funds is the Strategic Fund.



## MEMO

### *Administrative Services*

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**To:** Nick Nissley, Ed.D., President

**From:** Troy Kierczynski, Vice President of Finance and Administration  
Diana Fairbanks, AVP of Strategic Communications and Change Initiatives

**Date:** June 13, 2025

**Subject:** Campus Directional Signage Upgrade

---

This document provides an overview and recommendation for a contractor to upgrade directional signage on all NMC campuses.

#### **Recommendation**

Authorize the administration to enter into a contract with Signplicity in the amount of \$95,356 to upgrade directional signage on all NMC campuses.

#### **Background/Scope of Work**

NMC recommends updating all campus signage in support of our brand refresh, and for routine maintenance. This includes 48 existing directional signs. The scope of this project includes refurbishing existing directional signage and replacing it with new 0.125" thick painted aluminum signs. (2) 47.8"x67.29" panels per sign structure. Signs will have 3M premium vinyl. The selected vendor will remove the existing accent fin, grind welds, install new .125" aluminum strips on sides of post, and install acrylic circle arrows (4 per sign structure).

PRMC sought bids as summarized in the next section, and recommends Signplicity to perform the total scope of work. Signplicity was the lowest bidder, and has performed work on these signs in the past which will help expedite the project. NMC is partnering with other local sign companies for other elements of the brand work, and vendor capacity is another important factor in this recommendation.

#### **Bid Analysis**

Company	Location	Amount
Signplicity	Traverse City, MI	\$95,356
Image 360	Traverse City, MI	\$98,946
Nuart	Traverse City, MI	\$208,846

#### **Funding Source**

The source of funds is the FY26 Plant Fund budget.



## MEMO

### *Administrative Services*

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**To:** Dr. Nick Nissley, President

**From:** Troy Kierczynski, Vice President of Finance and Administration  
Patrick Quinlan, Director of Facilities  
Benjamin Herman, Facilities Project Manager

**Date:** June 10, 2025

**Subject:** Dennos Museum – Janis Community Room Roof Replacement

---

This document provides an overview and recommendation for a contractor to replace a section of the roof at the Dennos Museum above the Janis Room.

#### **Recommendation**

Authorize the administration to enter into a contract with Arrow Roofing and Sheet Metal in the amount of \$78,868 to replace the Janis Community Room roof at the Dennos Museum.

#### **Background/Scope of Work**

The existing EPDM (synthetic rubber) roof at the Dennos Museum is reaching its end-of-life cycle. The original roof has surpassed its 20-year warranty, and this sectional replacement is being recommended due to consistent leaks being reported in the Janis Community Room area. While most of the EPDM material appears to be intact, the roof edges and stone caps are likely allowing water infiltration. To resolve this concern, the scope of this project includes wrapping the top of the wall, installing a metal flashing, removal of existing EPDM membrane, inspecting and replacing damaged underlayment insulation, and installation of a new layer of 2” poly-iso and 60mil fully adhered EPDM system.

Facilities sought bids as summarized in the next section, and recommends Arrow Roofing and Sheet Metal to perform the total scope of work. The proposed system is a Carlisle roofing system with a 20-yr. manufacturer warranty.

#### **Bid Analysis**

<b>Company</b>	<b>Location</b>	<b>Amount</b>
Arrow Roofing & Sheet Metal	Traverse City, MI	\$78,868*
Bloxsom Roofing	Traverse City, MI	\$89,300
Advanced Applicators, LLC	Livonia, MI	\$231,000

\*Existing insulation to be evaluated. If necessary, replacement sections completed at \$2.50/inch

#### **Funding Source**

The source of funds is the annual Plant Fund budget.



**Northwestern  
Michigan  
College**

**To:** Dr. Nick Nissley, President  
**From:** Jason Slade, Vice President of Strategic Initiatives  
**Date:** June 16, 2025  
**Subject:** Michigan New Jobs Training Program (MNJTP) - New & Amended Agreements for Board Approval - June 23, 2025 Board of Trustees Meeting

### Recommendation

#### **New Agreements**

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

- Neuco Furniture and Upholstery, Traverse City / Grand Rapids, MI. Agreement until June 22, 2035, with the addition of three new jobs, total budget of \$75,000.
- Warbird Protection Group, Kalkaska, MI. Agreement until June 22, 2035, with the addition of 20 new jobs, total budget of \$300,000.

#### **Agreement Amendment**

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

- Bulmann Enterprises (Bulmann Dock and Lift). Amend the previous agreement dated January 17, 2023. This agreement increases the budget from \$75,000 to \$200,000. Amended agreement date is June 23, 2025.

With the amendment(s):

- Net new jobs qualified under all agreements are projected at 1,171.
- Training expenditures are now valued at over \$11.8M for the region delivered through 2035.

### 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 \$19.51, Benzie \$20.98, Kalkaska \$21.02, Antrim \$21.62, Grand Traverse \$22.39, and Leelanau \$31.58 (highest in the state)
  - Old contracts may meet the 175 percent of the Michigan minimum wage
- Are new jobs that result in a net increase in employment in this state for the employer

# MICHIGAN NEW JOBS TRAINING AGREEMENT

## 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](mailto:llipke@nmc.edu)  
 231-995-1943

### **Training**

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

2. “Employer” means Arnold Commercial Seating LLC dba Neuco Furniture & Upholstery of Traverse City, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Diane Arnold, Owner  
 Neuco Furniture & Upholstery  
 1237 Hastings Street  
 Traverse City, MI 49686  
 E-mail Address: [diane@callneuco.com](mailto:diane@callneuco.com)  
 Federal ID No.: 93-4744625

3. The Employer certifies that the number of jobs on its payroll in Michigan as of February 3, 2025, the date of the Preliminary Agreement, was three (3) 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 three (3).
4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
5. The effective date of this Agreement shall be June 23, 2025.
6. The term of this Agreement shall be ten (10) years, expiring June 22, 2035, 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	\$ 65,217
2.	Training Equipment	\$ 0
3.	Administrative Fee	\$ 9,783
	TOTAL	\$ 75,000

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**Final Costs**

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

Acknowledged this 23<sup>rd</sup> day of June 2025.

\_\_\_\_\_  
/s/Diane Arnold

Diane Arnold, Owner  
Neuco Furniture & Upholstery

\_\_\_\_\_

Nick Nissley, President  
Northwestern Michigan College

## **EXHIBIT B**

### **Tentative Training Program**

#### **I. Overview**

A.	Estimated number of new jobs:	3
B.	Expected date by which new jobs will be filled:	12/31/28
C.	Estimated costs of training:	\$ 65,217
D.	Expected begin date:	06/23/25
E.	Expected end date:	06/22/35

#### **II. Description of Training**

- Sewing and Upholstery
- Lean Manufacturing
- Project Management

#### **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	\$176,470	\$ 7,500	\$ 7,500
2	\$176,470	\$ 7,500	\$15,000
3	\$176,470	\$ 7,500	\$22,500
4	\$176,470	\$ 7,500	\$30,000
5	\$176,470	\$ 7, 500	\$37,500
6	\$176,470	\$ 7,500	\$45,000
7	\$176,470	\$ 7,500	\$52,500
8	\$176,470	\$ 7,500	\$60,000
9	\$176,470	\$ 7,500	\$67,500
10	\$176,470	\$ 7,500	\$75,000

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

## **MICHIGAN NEW JOBS TRAINING AGREEMENT**

### **PART III**

An agreement to provide for:

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

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

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

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

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

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

### **ARTICLE I**

#### **DEFINITIONS**

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

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

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

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

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

(v) **The wage paid for the job is equal to or exceeds the ALICE rate of the county in which the company resides in effect as of the Effective Date. The ALICE rate for Grand Traverse County is \$22.39 and \$22.52 for Kent County.)**

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

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

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

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

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

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

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

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

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

## **ARTICLE II PROJECT: PROGRAM SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III PROJECT FUND**

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

### **ARTICLE IV NEW JOBS CREDIT FROM WITHHOLDING**

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

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

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

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

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

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

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



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

## **ARTICLE V REIMBURSEMENT OF EMPLOYER TRAINING EXPENSES**

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

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

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

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

## **ARTICLE VI NEW JOBS TRAINING REVENUE BONDS: SECURITY**

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

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

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

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

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

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

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

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

## **ARTICLE VII COVENANTS, REPRESENTATIONS, AND WARRANTIES**

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

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

- (a) The Employer is duly organized and validly existing under the laws of the State of Michigan and is duly qualified, authorized, and licensed to do business in the State of Michigan.
- (b) The Employer 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 and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein, nor shall it be necessary to make any declaration of an event of default other than such declaration as may be expressly required herein.

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

## **ARTICLE IX MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

**NORTHWESTERN MICHIGAN COLLEGE**

Name: \_\_\_\_\_  
Nick Nissley

Title: President

Date: June 23, 2025

**NEUCO FURNITURE & UPHOLSTERY**

Name: /s/Diane Arnold \_\_\_\_\_  
Diane Arnold

Title: Owner

Date: June 23, 2025

# MICHIGAN NEW JOBS TRAINING AGREEMENT

## PART I

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

### **Finance**

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

### **Training**

Lisa Rollin, Senior Accountant  
 Michigan Manufacturing Technology Center  
 Northern Lower Office  
 1701 East Front Street  
 Traverse City, MI 49686  
[lrollin@nmc.edu](mailto:lrollin@nmc.edu)  
 231-995-2005

2. “Employer” means WarBird Protection Group, Inc. of Kalkaska, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Matthew A. Davis, CEO  
 WarBird Protection Group, Inc.  
 702 North Cedar Street  
 Kalkaska, MI 49646  
 Email: [mdavis@warbirdpro.com](mailto:mdavis@warbirdpro.com)  
 Federal ID No.: 92-2287350

3. The Employer certifies that the number of jobs on its payroll in Michigan as of February 19, 2025, the date of the Preliminary Agreement, was one (1) and that the highest number of jobs on its payroll in Michigan in the last 12 months prior to the date of the Preliminary Agreement was one (1).
4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
5. The effective date of this Agreement shall be June 23, 2025.
6. The term of this Agreement shall be ten (10) years, expiring June 22, 2035, 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	\$260,870
2.	Training Equipment	\$0
3.	Administrative Fee	\$ 39,130
	TOTAL	\$300,000

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**Final Costs**

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

Acknowledged this 23<sup>rd</sup> day of June 2025.



Matthew A. Davis, CEO  
WarBird Protection Group, Inc.

Nick Nissley, President  
Northwestern Michigan College



## **EXHIBIT B**

### **Tentative Training Program**

#### **I. Overview**

A.	Estimated number of new jobs:	20
B.	Expected date by which new jobs will be filled:	12/31/30
C.	Estimated costs of training:	\$260,870
D.	Expected begin date:	06/23/25
E.	Expected end date:	06/22/35

#### **II. Description of Training**

- Lean Manufacturing
- Quality
- Supervisor Skills
- Sewing
- Workplace Safety

#### **III. Description of Training Equipment**

**EXHIBIT C**

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

Year of Agreement	Estimated Payroll of New Positions	Estimate of Diverted Payroll Taxes	Cumulative Diverted Payroll Taxes
1	\$705,882	\$30,000	\$ 30,000
2	\$705,882	\$30,000	\$ 60,000
3	\$705,882	\$30,000	\$ 90,000
4	\$705,882	\$30,000	\$120,000
5	\$705,882	\$30,000	\$150,000
6	\$705,882	\$30,000	\$180,000
7	\$705,882	\$30,000	\$210,000
8	\$705,882	\$30,000	\$240,000
9	\$705,882	\$30,000	\$270,000
10	\$705,882	\$30,000	\$300,000

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

## **MICHIGAN NEW JOBS TRAINING AGREEMENT**

### **PART III**

An agreement to provide for:

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

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

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

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

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

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

### **ARTICLE I**

#### **DEFINITIONS**

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

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

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

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

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

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

**(v) The wage paid for the job is equal to or exceeds the county's ALICE rate in effect as of the Effective Date. The ALICE rate for Kalkaska County is \$21.02.**

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

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

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

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

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

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

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

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

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

## **ARTICLE II PROJECT: PROGRAM SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III PROJECT FUND**

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

### **ARTICLE IV NEW JOBS CREDIT FROM WITHHOLDING**

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

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

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

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

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

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

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

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

## **ARTICLE V REIMBURSEMENT OF EMPLOYER TRAINING EXPENSES**

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

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

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

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

## **ARTICLE VI NEW JOBS TRAINING REVENUE BONDS: SECURITY**

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

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

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



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

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

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

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

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

## **ARTICLE VII COVENANTS, REPRESENTATIONS, AND WARRANTIES**

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

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

- (a) The Employer is duly organized and validly existing under the laws of the State of Michigan and is duly qualified, authorized, and licensed to do business in the State of Michigan.
- (b) The Employer 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 and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein, nor shall it be necessary to make any declaration of an event of default other than such declaration as may be expressly required herein.

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

## **ARTICLE IX MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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


**NORTHWESTERN MICHIGAN COLLEGE**

Name: \_\_\_\_\_  
Nick Nissley

Title: President

Date: June 23, 2025

**WARBIRD PROTECTION GROUP, INC.**

Name:  \_\_\_\_\_  
Matthew A. Davis

Title: CEO

Date: June 23, 2025

## MICHIGAN NEW JOBS TRAINING AGREEMENT Amendment #2

**This amendment between Northwestern Michigan College and Bulmann Enterprises Inc. dated June 23, 2025, amends the agreement dated January 17, 2023. This agreement increases the budget from \$75,000 to \$200,000.**

### PART I

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

**Finance**

Lindsey Lipke, Controller  
Northwestern Michigan College  
1701 East Front Street  
Traverse City, MI 49686  
[llipke@nmc.edu](mailto: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](mailto:lrollin@nmc.edu)  
231-995-2005

2. “Employer” means Bulmann Enterprises Inc. of Boyne City, Michigan. Notices, requests, or other communications directed to the Employer under this Agreement shall be addressed as follows:

Brooks Holland  
Director of Engineering  
Bulmann Enterprises Inc.  
175 Magnet Drive  
Boyne City, MI 49712

3. The Employer certifies that the number of jobs on its payroll in Michigan as of August 23, 2017, the date of the Preliminary Agreement, was 21 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 21.
4. The Employer agrees that the New Jobs Credit from Withholding paid by the Employer to the College for Program Costs will begin as employees are hired.
5. The effective date of this Agreement shall be December 18, 2017 (the “Effective Date”).
6. The term of this Agreement shall be ten (10) years, expiring December 17, 2027, provided this Agreement shall not terminate and the obligations, representations, warranties, covenants, and agreements of the Employer hereunder shall continue until the Program Costs have been paid in full as provided herein.

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

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


**Estimated Budget**

1.	Training	\$173,913.04
2.	Administrative Fee	\$ 26,086.96
	TOTAL	\$200,000.00

**Final Costs**

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

Acknowledged this 23<sup>rd</sup> day of June 2025.

  
Brooks Holland, Director of Engineering  
Bulmann Enterprises Inc.

\_\_\_\_\_  
Nick Nissley, President  
Northwestern Michigan College

## **EXHIBIT B**

### **Tentative Training Program**

#### **I. Overview**

A.	Estimated number of new jobs:	33
B.	Expected date by which new jobs will be filled:	12/31/21
C.	Estimated costs of training:	\$173,913
D.	Expected beginning date of training:	01/01/18
E.	Expected ending date of training:	12/17/27

#### **II. Description of Training**

- Lean Manufacturing Champion
- Lean Office Champion
- Lean Manufacturing Overview
- Lean Manufacturing Practitioner
- CDL
- Lift Truck



## EXHIBIT C

### Employer Projections of Payroll and New Jobs Credit

12-Month Period Ending	Estimated Gross Wages	Estimate of Diverted Payroll Taxes	Cumulative Diverted Payroll Taxes
12/31/2018	\$470,588	\$ 20,000	\$ 20,000
12/31/2019	\$470,588	\$ 20,000	\$ 40,000
12/31/2020	\$470,588	\$ 20,000	\$ 60,000
12/31/2021	\$470,588	\$ 20,000	\$ 80,000
12/31/2022	\$470,588	\$ 20,000	\$100,000
12/31/2023	\$470,588	\$ 20,000	\$120,000
12/31/2024	\$470,588	\$ 20,000	\$140,000
12/31/2025	\$470,588	\$ 20,000	\$160,000
12/31/2026	\$470,588	\$ 20,000	\$180,000
12/31/2027	\$470,588	\$ 20,000	\$200,000

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

## **MICHIGAN NEW JOBS TRAINING AGREEMENT**

### **PART III**

An agreement to provide for:

- The creation of a New Jobs Training Program between the College and the Employer.
- The creation of a Project Fund to be used to pay the costs of the training Program.
- 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.
- The issuance of Bonds to finance the costs of the Project.

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.

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. The College and the Employer further agree that title to training equipment acquired as part of Program Services, if any, shall vest with the College.

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

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

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

## **ARTICLE VI NEW JOBS TRAINING REVENUE BONDS: SECURITY**

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

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

Section 6.3 The College and the Employer agree that the receipts from the New Jobs Credit from Withholding and the Project Receipt Fund into which the same are paid may be irrevocably pledged by the College for the

payment of the Debt Service. If Bonds are to be issued, a tentative payment schedule for the Bonds shall be attached to this Agreement. Following issuance and sale of the Bonds a final payment schedule, if different from the attached schedule, shall be prepared using the actual rates of interest and maturities for the Bonds. Such final payment schedule, if prepared, shall become a part of this Agreement without further action by the Employer or the College and shall supersede the schedule attached hereto. A copy of such final payment schedule shall be provided to the Employer.

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

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

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

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

## **ARTICLE VII COVENANTS, REPRESENTATIONS, AND WARRANTIES**

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

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

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



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

## ARTICLE VIII EVENTS OF DEFAULT

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

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

(e) The College determines from time to time that, for any reason, including but not limited to a work force reduction at the Project Site, sufficient realized or projected revenue from New Jobs Credit from Withholding will not be generated by the Project to enable the College to satisfy the Obligations.

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

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

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

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

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

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

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

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



## **ARTICLE IX MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

**NORTHWESTERN MICHIGAN COLLEGE**

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

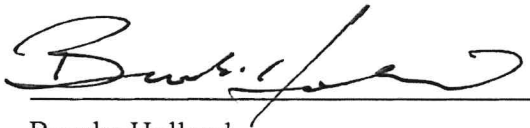
Nick Nissley

Title: President

Date: June 23, 2025

**BULMANN ENTERPRISES INC.**

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

  
Brooks Holland

Title: Director of Engineering

Date: June 23, 2025

COMPANY NAME	GRANT NO.	NMC ACCT #	TRAINING			ADMINISTRATION FEE			TOTAL	TOTAL	DATES				PROJECTED NET NEW <sup>19</sup> JOBS
			TRAINING	FINANC E	SUBTOTAL	NMC (14%)	MCCA (1%)	ADMIN TOTAL	AWARD	USED	PRELIM AGREEMENT	AGREEMENT	EXPECTED END	CLOSEOUT	
ACAT GLOBAL	NJTP-050	25808	\$ 26,951	\$ -	\$ 26,951	\$ 3,773	\$ 270	\$ 4,043	\$ 30,994	\$ 20,942	04/03/13	04/22/13	04/30/20	2020	15
ADAPTIVE COUNSELING AND CASE MANAGEMENT, LLC	NJTP-152	25834	\$ 60,870	\$ -	\$ 60,870	\$ 8,521	\$ 609	\$ 9,130	\$ 70,000		05/23/16	12/19/16	12/18/26		7
AJD FOREST PRODUCTS	NJTP-051	25809	\$ 27,826	\$ -	\$ 27,826	\$ 3,896	\$ 278	\$ 4,174	\$ 32,000	\$ 2,102	03/12/13	04/22/13	04/30/20	CLOSED	2
ARMOR EXPRESS	NJTP-038	25803	\$ 80,870	\$ -	\$ 80,870	\$ 11,321	\$ 809	\$ 12,130	\$ 93,000	\$ 93,000	11/13/12	12/17/12	12/31/19	CLOSED	29
BRITTEN BANNERS, INC.	NJTP-098	25819	\$ 222,587	\$ -	\$ 222,587	\$ 31,162	\$ 2,226	\$ 33,388	\$ 255,975	\$ 132,752	02/03/14	08/25/14	12/31/19	06/11/19	17
BRITTEN DÉCOR, INC.	NJTP-xxx	258XX	\$ 60,870	\$ -	\$ 60,870	\$ 8,522	\$ 608	\$ 9,130	\$ 70,000	\$ -	12/04/14	04/20/15	05/31/20	07/27/16	0
BRITTEN INC.	NJTP-237	25845	\$ 245,783	\$ -	\$ 245,783	\$ 34,410	\$ 2,457	\$ 36,866	\$ 282,650		12/26/18	05/20/19	05/19/34		100
BRITTEN METALWORKS, INC.	NJTP-115	25823	\$ 43,478	\$ -	\$ 43,478	\$ 6,087	\$ 435	\$ 6,522	\$ 50,000	\$ -	12/04/14	04/20/15	05/31/20	CLOSED	0
BRITTEN SERVICES, INC.	NJTP-xxx	258XX	\$ 130,435	\$ -	\$ 130,435	\$ 18,261	\$ 1,304	\$ 19,565	\$ 150,000	\$ -	09/11/14	04/20/15	05/31/20	07/27/16	14
BRITTEN WOODWORKS, INC.	NJTP-xxx	25825	\$ 60,870	\$ -	\$ 60,870	\$ 8,522	\$ 608	\$ 9,130	\$ 70,000	\$ 11,473	02/12/15	04/20/15	05/31/20	2020	19
BULMANN ENTERPRISES	NJTP-195	25837	\$ 173,913	\$ -	\$ 173,913	\$ 24,348	\$ 1,739	\$ 26,087	\$ 200,000		08/23/17	12/18/17	12/17/27		13
CBS SOLAR	NJTP-362	258XX	\$ 69,565	\$ -	\$ 69,565	\$ 9,739	\$ 696	\$ 10,435	\$ 80,000		10/03/23	03/18/24	03/17/34		5
CEDAR RUN EYE CENTER	NJTP-193	25838	\$ 17,391	\$ -	\$ 17,391	\$ 2,435	\$ 174	\$ 2,609	\$ 20,000	\$ -	09/13/17	12/18/17	12/17/22	01/17/23	1
CENTURY EXTRUSION	NJTP-032	25804	\$ 26,087	\$ -	\$ 26,087	\$ 3,652	\$ 261	\$ 3,913	\$ 30,000	\$ 813	11/08/12	12/17/12	12/17/17	CLOSED	4
CENTURY INC.	NJTP-012	25802	\$ 321,739	\$ -	\$ 321,739	\$ 45,043	\$ 3,217	\$ 48,261	\$ 370,000		08/25/10	02/28/11	02/27/31		5
CENTURY INC.	NJTP-220	25842	\$ 108,696	\$ -	\$ 108,696	\$ 15,217	\$ 1,087	\$ 16,304	\$ 125,000		07/26/18	09/24/18	09/23/28	PENDING	0
CHERRY CAPITAL FOODS, LLC	NJTP-128	25826	\$ 160,870	\$ -	\$ 160,870	\$ 22,522	\$ 1,608	\$ 24,130	\$ 185,000		07/02/15	08/24/15	08/23/24	PENDING	26
CHERRY REPUBLIC	NJTP-052	25810	\$ 565,217	\$ -	\$ 565,217	\$ 79,130	\$ 5,652	\$ 84,783	\$ 650,000		01/07/13	04/22/13	04/21/26		47
CHERRY REPUBLIC	NJTP-219	25841	\$ 562,088	\$ -	\$ 562,088	\$ 78,692	\$ 5,621	\$ 84,313	\$ 646,401		07/26/18	09/24/18	09/23/33		19
CULTURED FERMENTS COMPANY LLC	NJTP-344	258XX	\$ 43,478	\$ -	\$ 43,478	\$ 6,087	\$ 435	\$ 6,522	\$ 50,000		12/18/22	02/27/23	02/26/33		7
EAR FAB AMERICAS INC.	NJTP-358	25XXX	\$ 173,913	\$ -	\$ 173,913	\$ 24,348	\$ 1,739	\$ 26,087	\$ 200,000		09/05/23	09/25/23	09/24/33		100
EFULLFILLMENT SERVICE	NJTP-161	25835	\$ 46,087	\$ -	\$ 46,087	\$ 6,452	\$ 461	\$ 6,913	\$ 53,000		01/12/17	01/23/17	01/22/27		10
ELECTRO-OPTICS TECHNOLOGY INC.	NJTP-010	25801	\$ 434,783	\$ -	\$ 434,783	\$ 60,870	\$ 4,348	\$ 65,217	\$ 500,000	\$ 500,000	03/08/10	12/15/10	12/31/20	08/14/20	44
ELECTRO-OPTICS TECHNOLOGY INC. (2017)	NJTP-192	25839	\$ 65,217	\$ -	\$ 65,217	\$ 9,131	\$ 652	\$ 9,783	\$ 75,000	\$ 11,612	11/09/17	12/18/17	12/14/20	12/14/20	8
ELMER'S CRANE AND DOZER, INC.	NJTP-095	25820	\$ 266,777	\$ -	\$ 266,777	\$ 37,350	\$ 2,668	\$ 40,018	\$ 306,795		02/01/14	08/25/14	08/24/26		60
ELMER'S CRANE AND DOZER, INC.	NJTP-250	25847	\$ 260,870	\$ -	\$ 260,870	\$ 36,520	\$ 2,609	\$ 39,129	\$ 300,000		09/17/19	10/28/19	10/27/26		11
FOOD FOR THOUGHT	NJTP-343	258XX	\$ 86,956	\$ -	\$ 86,956	\$ 12,174	\$ 870	\$ 13,044	\$ 100,000		12/21/22	02/27/23	02/26/33	PENDING	15
GRAND TRAVERSE SENIOR LIVING LLC	NJTP-099	25821	\$ 52,174	\$ -	\$ 52,174	\$ 7,304	\$ 522	\$ 7,826	\$ 60,000	\$ -	02/13/14	08/25/14	12/31/19	2020	0
GREAT LAKES STAINLESS	NJTP-053	25811	\$ 73,043	\$ -	\$ 73,043	\$ 10,226	\$ 730	\$ 10,956	\$ 83,999		01/16/13	04/22/13	04/21/33		24
GROCER'S DAUGHTER CHOCOLATE	NJTP-319	25XXX	\$ 72,826	\$ -	\$ 72,826	\$ 10,196	\$ 728	\$ 10,924	\$ 83,750		04/29/22	06/27/22	06/26/32		8
HAGERTY	NJTP-077	25814	\$ 69,565	\$ -	\$ 69,565	\$ 9,739	\$ 696	\$ 10,435	\$ 80,000	\$ -	10/15/12	12/16/13	12/31/18	01/30/19	0
HAYES MANUFACTURING	NJTP-069	25815	\$ 22,609	\$ -	\$ 22,609	\$ 3,165	\$ 226	\$ 3,391	\$ 26,000	\$ 4,938	11/12/13	12/16/13	12/31/20	2020	7
HAYES MANUFACTURING	NJTP-269	25850	\$ 478,261	\$ -	\$ 478,261	\$ 66,957	\$ 4,783	\$ 71,739	\$ 550,000		11/15/19	04/27/20	04/26/28		60
IMAGE 360	NJTP-217	25844	\$ 21,738	\$ -	\$ 21,738	\$ 3,043	\$ 217	\$ 3,262	\$ 25,000		01/23/18	09/24/18	09/23/23	09/23/23	0
IMM, INC.	NJTP-135	25828	\$ 8,696	\$ -	\$ 8,696	\$ 1,217	\$ 87	\$ 1,304	\$ 10,000	\$ 6,116	03/01/16	05/23/16	05/22/21	04/12/21	6
INDUSTRIAL ARTS INSTITUTE	NJTP-148	25829	\$ 9,239	\$ -	\$ 9,239	\$ 1,293	\$ 92	\$ 1,386	\$ 10,625	\$ -	06/24/14	05/23/16	04/30/21	03/24/21	1
IRON FISH DISTILLERY LLC	NJTP-307	25853	\$ 156,522		\$ 156,522	\$ 21,913	\$ 1,565	\$ 23,478	\$ 180,000		09/23/21	12/20/21	12/19/31		25
ISENHART ELECTRIC LLC	NJTP-239	25846	\$ 86,957	\$ -	\$ 86,957	\$ 12,173	\$ 870	\$ 13,043	\$ 100,000		11/05/18	05/20/19	05/19/26		8
JANTEC INC.	NJTP-320	25XXX	\$ 173,913		\$ 173,913	\$ 24,348	\$ 1,739	\$ 26,087	\$ 200,000		04/29/22	06/27/22	06/26/32		25
MATERNE NORTH AMERICA CORP.	NJTP-074	25816	\$ 226,087	\$ -	\$ 226,087	\$ 31,652	\$ 2,261	\$ 33,913	\$ 260,000		06/26/13	12/16/13	12/15/26		67
MATERNE NORTH AMERICA CORP.	NJTP-252	25848	\$ 86,957	\$ -	\$ 86,957	\$ 12,174	\$ 869	\$ 13,043	\$ 100,000		10/18/19	10/28/19	10/27/26		14
MORAN IRON WORKS	NJTP-039	25805	\$ 21,739	\$ -	\$ 21,739	\$ 3,043	\$ 216	\$ 3,260	\$ 25,000	\$ 9,308	11/26/12	12/17/12	12/17/17	11/22/16	8
NAVEEGO INC./AUNALYTICS INC.	NJTP-232	25843	\$ 395,652	\$ -	\$ 395,652	\$ 55,391	\$ 3,957	\$ 59,348	\$ 455,000		07/25/18	09/24/18	09/23/33		7
NEUCO FURNITURE & UPHOLSTERY	NJTP-XXX	TBD	\$ 65,217	\$ -	\$ 65,217	\$ 9,130	\$ 652	\$ 9,783	\$ 75,000		02/03/25	06/23/25	06/22/35		3
NORTHWEST MICHIGAN SURGERY CENTER, LLC	NJTP-xxx	28827	\$ 43,478	\$ -	\$ 43,478	\$ 6,087	\$ 435	\$ 6,522	\$ 50,000	\$ -	04/22/15	08/24/15	07/31/20	09/15/20	0
PLASCON INC.	NJTP-054	25812	\$ 60,871	\$ -	\$ 60,871	\$ 8,521	\$ 608	\$ 9,129	\$ 70,000	\$ 13,242	03/14/13	04/22/13	04/30/20	2020	15
PRECISION EDGE SURGICAL PRODUCTS	NJTP-034	25806	\$ 30,435	\$ -	\$ 30,435	\$ 4,261	\$ 304	\$ 4,565	\$ 35,000	\$ 34,326	10/12/12	12/17/12	12/16/17	03/26/18	12
PRESTON FEATHER BUILDING CENTERS	NJTP-145	25830	\$ 69,565	\$ -	\$ 69,565	\$ 9,739	\$ 696	\$ 10,435	\$ 80,000		10/23/15	05/23/16	05/22/26		14
RJG INC.	NJTP-136	25831	\$ 408,696	\$ -	\$ 408,696	\$ 57,217	\$ 4,086	\$ 61,303	\$ 470,000		04/11/16	05/23/16	05/22/26		21
RJG INC.	NJTP-277	25851	\$ 306,743		\$ 306,743	\$ 42,944	\$ 3,067	\$ 46,011	\$ 352,755	\$ 31,259	06/11/20	09/28/20	09/27/30	05/10/23	2
SHORELINE FRUIT	NJTP-035	25807	\$ 104,348	\$ -	\$ 104,348	\$ 14,609	\$ 1,043	\$ 15,652	\$ 120,000	\$ 120,000	04/14/11	12/17/12	12/31/17	05/23/16	29
SHORELINE POWER SERVICES	NJTP-055	25813	\$ 695,652	\$ -	\$ 695,652	\$ 97,391	\$ 6,957	\$ 104,348	\$ 800,000		03/18/13	04/22/13	04/21/28		112
SHORELINE POWER SERVICES	NJTP-251	25849	\$ 86,957	\$ -	\$ 86,957	\$ 12,174	\$ 869	\$ 13,043	\$ 100,000		10/18/19	10/28/19	10/27/26		3
SKILLED MANUFACTURING INC.	NJTP-072	25817	\$ 139,130	\$ -	\$ 139,130	\$ 19,478	\$ 1,390	\$ 20,870	\$ 160,000	\$ 84,860	10/18/13	12/16/13	12/31/18	10/29/18	38
SPRINGFIELD INC.	NJTP-194	25840	\$ 13,044	\$ -	\$ 13,044	\$ 1,826	\$ 130	\$ 1,956	\$ 15,000	\$ -	10/04/17	12/18/17	12/17/22	01/17/23	0
STRATA DESIGN	NJTP-137	25832	\$ 217,391	\$ -	\$ 217,391	\$ 30,435	\$ 2,174	\$ 32,609	\$ 250,000		10/19/12	05/23/16	05/22/26		7
SUPERIOR PHYSICAL THERAPY	NJTP-292	25852	\$ 147,826		\$ 147,826	\$ 20,696	\$ 1,478	\$ 22,174	\$ 170,000		12/15/20	06/28/21	06/27/31		0
TAMARACK HOLDINGS	NJTP-146	25833	\$ 104,348	\$ -	\$ 104,348	\$ 14,609	\$ 1,043	\$ 15,652	\$ 120,000		01/01/16	05/23/16	05/23/24	PENDING	7
TENTCRAFT INC.	NJTP-070	25818	\$ 852,174	\$ -	\$ 852,174	\$ 119,304	\$ 8,522	\$ 127,826	\$ 980,000		10/15/13	12/16/13	12/16/25		50
TENTCRAFT INC.	NJTP-171	25836	\$ 304,348	\$ -	\$ 304,348	\$ 42,609	\$ 3,043	\$ 45,652	\$ 350,000	\$ 9,315	05/25/17	06/26/17	06/25/22	CLOSED	0
WARBIRD PROTECTION GROUP	NJTP-XXX	TBD	\$ 260,870	\$ -	\$ 260,870	\$ 36,521	\$ 2,609	\$ 39,130	\$ 300,000		02/19/25	06/23/25	06/22/35		20
			\$ -	\$ -	\$ -			\$ -	\$ -						
TOTAL			\$10,298,215	\$ -	\$10,298,215	\$ 1,441,745	#####	\$ 1,544,721	\$ 11,842,940	\$ 1,086,058					1,171

CLOSED

TRAVEL EXCLUDED EFFECTIVE 01/01/19. BASED ON AGREEMENT DATE.

REPORTS DUE: APRIL 1st OF EACH YEAR.



**Northwestern  
Michigan  
College**

## MEMO

Administrative Services

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**To:** Dr. Nick Nissley, President  
**From:** Troy Kierczynski, Vice President of Finance and Administration  
 Patrick Quinlan, Director of Campus Services  
**Date:** June 16<sup>th</sup>, 2025  
**Subject:** Poplar Lot Repaving

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This document is intended to provide an overview and recommendation for the selection of a provider for repaving the Poplar Lot, which serves the James Beckett building.

### **Recommendation**

Authorize the administration to enter into a contract with Molon Asphalt, Inc for the sum of \$55,400.

### **Background/Scope of Work**

Sections of the Poplar lot, as well as the entire drive leading up to it, have a failed top course that is beyond repair. With the revitalization efforts of the campus master plan leading to more traffic at the James Beckett building from our University partners, a full repaving is now necessary in order to maintain accessible parking and delivery for the building occupants.

### **Bid Analysis**

<b>Company</b>	<b>Location</b>	<b>Amount</b>
Molon Asphalt, Inc	Traverse City, MI	\$55,400
Team Elmer's	Traverse City, MI	\$66,690

### **Funding Source**

The source of funding for this project is the College's FY26 Plant Fund.



**Northwestern  
Michigan  
College**

## MEMO

Administrative Services

**To:** Dr. Nick Nissley, President  
**From:** Troy Kierczynski, Vice President of Finance and Administration  
 Patrick Quinlan, Director of Campus Services  
**Date:** June 16<sup>th</sup>, 2025  
**Subject:** Parking Lot Maintenance – Summer 2025

This document is intended to provide an overview and recommendation for the 2025 parking lot repair and maintenance.

### **Recommendation**

Recommend authorization for administration to enter into a contract with Quality Sealcoating, Inc. in the amount of \$69,938 to complete the work described in the scope of this project.

### **Background/Scope of Work**

This scope of work will include crack fill, asphalt repair, spider crack repair, seal coating, and/or striping the following lots: Cedar, Chestnut, Cherry, Dogwood, Elm, Maple, Pine, Tamarack, and Great Lakes.

### **Bid Analysis**

<b>Company</b>	<b>Location</b>	<b>Amount</b>
Quality Seal Coating, Inc	South Boardman, MI	\$70,988
Black Magic Striping and Sealing, LLC	Traverse City, MI	\$69,619
Molon Asphalt, Inc.	Traverse City, MI	--no bid--

Quality Seal Coating's bid reflects significantly more work being done to Elm lot than was quoted by Black Magic, and thus represent a better value in terms of total project delivery. Removing Elm lot from both quotes yields a total of \$57,338 for Quality Seal Coating and \$68,419 for Black Magic.

### **Funding Source**

The source of funding for this project is the FY26 Plant Fund.