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BOARD OF TRUSTEES MEETING
Action & Information Report
Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

8.0 Items for Decision

8.1 Governance Process

8.1.1 GP-11 Board Linkage with Ownership – Policy Review*

BOARD POLICY: GOVERNANCE PROCESS: GP-11 Board Linkage with Ownership

Description:

Enclosed for its regularly scheduled review is policy GP-11. Former Chairperson Crist, Trustee Lake, and Trustee Simpson do not recommend any edits at this time.

I appreciate your consideration of this policy.

Resource Impact:

None

Requested Board Action:

Consideration of policy GP-11 Board Linkage with Ownership.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



JACKSON COLLEGE BOARD OF TRUSTEES POLICY

Policy Type: GOVERNANCE PROCESS

Policy Title: Board Linkage with Ownership

Policy Number: GP 11

Date Adopted: 06.08.20

Version: 2.0

Date Last Reviewed: 04.15.24

Responsible Party: Chief Governance Officer (CGO)

Reviewing Committee: Chairperson Crist,
Trustee Lake, &
Trustee Simpson

GOVERNANCE PROCESS STATEMENT:

The Owners of Jackson College are defined as the citizens of Jackson County. The Jackson College Board of Trustees shall be accountable for the organization to its Owners as a whole. Trustees shall act on behalf of the Owners as a whole, rather than being advocates for specific geographic areas, individuals, ethnic groups, identities or other interest groups.

1. When making governance decisions, Trustees shall maintain a distinction between their personal interests as customers, the College's mission and services, as well as their obligation to speak for others as a representative of the Owners as a whole. As the agent of the Owners, the Board is obligated to identify and know what the Owners want and need from a strategic, long-term perspective.
2. The Board shall gather data in a way that reflects the diversity of the Ownership. It shall meet with, gather input from, and otherwise interact with Owners in order to understand the diversity of their values and perspectives.
3. The Board will establish and maintain a three-year Ownership Linkage planning cycle, in order to ensure that the Board has intentional and constructive dialogue and deliberation with the Owners, primarily around the organization's Ends. The plan will include selection of representative Owners for dialogue, methods to be used, and questions to be asked of the Owners. The information obtained from this dialogue with Owners will be used to inform the Board's policy deliberations.
 - 3.1. All Trustees are accountable to the Board for participating in the linkage with Owners as identified in the plan.

4. The Board will consider its Ownership linkage successful if, to a continually increasing degree:
- When developing or revising Ends, the Board has access to diverse viewpoints that are representative of the Ownership regarding what strategic benefits this organization should provide, for whom, and the relative priority of those benefits.
 - The Owners are aware that the Board is interested in their perspective, as Owners and not as customers.
 - If asked, the Owners would say that they have had opportunity to let the Board know their views.
 - The Owners are aware of how the Board has used the information they provided.
 - The outcomes of the deliberations with the Owners are policy related matters rather than operational or customer-based matters.

Date Of Change	Version	Description of Change	Responsible Party
06.08.20	1.0	First release following Policy Governance consulting work.	Chief of Staff
01.09.23	1.0	Regular Review – No changes	CEO
4.15.24	2.0	Postponed from regular February 2024 review – minor references to strategy added.	CGO



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

8.0 Items for Decision

8.1 Governance Process

8.1.2 GP-14 Handling Operational Complaints – Policy Review*

BOARD POLICY: GOVERNANCE PROCESS: GP-14 Handling Operational Complaints

Description:

Enclosed for its regularly scheduled review is policy GP-14. Former Chairperson Crist, Trustee Lake, Trustee Simpson, and I are recommending minor edits to eliminate redundancy.

The enclosed version tracks the recommended edits. I appreciate your consideration of this policy.

Resource Impact:

None

Requested Board Action:

Consideration of policy GP-14 Handling Operational Complaints.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



Governance Process	ENDs
Board – CEO Delegation	Executive Limitations

JACKSON COLLEGE BOARD OF TRUSTEES POLICY

Policy Type: GOVERNANCE PROCESS

Policy Title: Handling Operational Complaints

Policy Number: GP 14

Date Adopted: 06.08.20

Version: 2.0

Date Last Reviewed: 01.08.24

Responsible Party: Chief Governance Officer (CGO)

Reviewing Committee: Chairperson Crist,
Trustee Lake, &
Trustee Simpson

GOVERNANCE PROCESS STATEMENT:

To ensure that the Jackson College Board of Trustees fulfils its accountability to the Ownership, but does not interfere in matters it has delegated to the CEO, the following process shall be followed in the case of a Trustee receiving a complaint regarding an operational matter.

1. The Trustee shall inquire to the CEO if the proper internal communication protocol for registering concerns has been followed. If not, the individual shall be directed to the appropriate person, and the Trustee shall take no further action.
2. The Trustee shall not offer any evaluative comments or solutions to the individual bringing the concern.
3. If the internal protocol has been followed and the concern has not been resolved through that action, the Trustee may explain to the individual that the Board has delegated certain responsibilities to the CEO, and that the Board holds the CEO accountable. Indicate that the CEO will be asked to ensure that the matter is looked into and respond directly or through a delegate. The CEO will follow up with the Trustee regarding the outcome of the matter with the individual.
- ~~4. The Trustee may ask the individual to contact him or her again if the matter has not been addressed within a reasonable time period.~~
- ~~5. The Trustee shall inform the CEO of the complaint, and request that it be addressed.~~

Date Of Change	Version	Description of Change	Responsible Party
06.08.20	1.0	First release following Policy Governance consulting work.	Chief of Staff
3.8.21	2.0	Regular Update	Chief of Staff
2.14.22	2.0	Regular Review – no changes	CEO
01.09.23	2.0	Regular Review – no changes	CEO
01.08.24	2.0	Regular review – no changes	CGO



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

8.0 Items for Decision

8.1 Governance Process

8.1.3 GP-15 Handling Alleged Policy Violations – Policy Review*

BOARD POLICY: GOVERNANCE PROCESS: GP-15 Handling Alleged Policy Violations

Description:

Enclosed for its regularly scheduled review is policy GP-15. Former Chairperson Crist, Trustee Lake, Trustee Simpson, and I are recommending a few edits to eliminate unnecessary reference to Board Policy GP-14.

The enclosed version tracks the recommended edits. I appreciate your consideration of this policy.

Resource Impact:

None

Requested Board Action:

Consideration of policy GP-15 Handling Alleged Policy Violations.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



JACKSON COLLEGE BOARD OF TRUSTEES POLICY

Policy Type: GOVERNANCE PROCESS

Policy Title: Handling Alleged Policy Violations

Policy Number: GP 15

Date Adopted: 06.08.20

Version: 2.0

Date Last Reviewed: 01.08.24

Responsible Party: Chief Governance Officer (CGO)

Reviewing Committee: Chairperson Crist,
Trustee Lake &
Trustee Simpson

GOVERNANCE PROCESS STATEMENT:

The Board as a whole, has the responsibility to regularly monitor the performance of the CEO as outlined in the policies on Board-CEO Delegation. If there is a reasonable appearance of policy violation, even though a particular policy is not scheduled for monitoring, the Board may choose to request a monitoring report at any time. The Board may also use the occasion of a concern to re-evaluate the adequacy of its policy to address the issue raised.

1. Conditions which may trigger a request for monitoring beyond the normal schedule may include:
 - A Trustee has been contacted regarding a complaint by a member of the Ownership. ~~After the Board member has followed the procedure for handling complaints (See GP-14 Policy on Handling Complaints), the individual again contacts the Trustee indicating that the complaint still exists,~~ and in the Trustee's opinion the incident appears to be a potential Board policy violation.
 - One or more Trustees receive complaints or become aware of a pattern of similar instances that, taken together, raise questions of general policy violation.
 - A single incident of complaint is of a nature that, regardless of how it is resolved, there is a serious question of policy violation.
2. If any of the above conditions exist:
 - The Trustee shall inform the Board Chair of the situation.
 - If the alleged situation presents a material level of risk to the organization, the Board Chair shall call a special meeting of the Board as soon as practical and the Board shall determine if (a) it needs to seek legal counsel, and/or (b) engage an external, qualified, independent third party.

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- If the alleged situation does not present a sufficient level of risk for the above process, the Board Chair shall request the CEO to provide to the Board his or her interpretation of the policy, or the relevant parts of the policy, along with rationale for why the interpretation should be considered reasonable.
 - The Board shall determine whether the CEO's interpretation falls within any reasonable interpretation of the policy, or whether to request an opinion regarding reasonableness from a qualified, external, disinterested third party.
 - The Board shall determine whether to request evidence of compliance with the interpretation from the CEO or a qualified, external, disinterested third party.
 - The Board as a whole shall determine whether the CEO's interpretation falls within any reasonable interpretation of the policy.
3. If the CEO's interpretation is assessed by the Board to be reasonable, and there is evidence of compliance with that interpretation, the matter shall be dropped at the Board level. The CEO will handle the issue.
 4. If the CEO's interpretation is assessed by the Board as not being a reasonable interpretation of the policy, or there is a clear violation of a reasonable interpretation, the Board shall determine the degree of seriousness of the issue and address the CEO regarding performance.
 5. If the incident(s) in question do(es) not appear to be a potential violation of policy:
 - The Trustee should consider if he or she believes the policy should be amended to prevent a future occurrence of a similar situation.
 - If the Trustee considers that a policy amendment should be made, the Board member should ask the Board Chair to put the item on the next agenda.

Date Of Change	Version	Description of Change	Responsible Party
06.08.20	1.0	First release following Policy Governance consulting work.	Chief of Staff
01.09.23	1.0	Regular review – No changes	CEO
01.08.24	2.0	Regular review – omitted redundancy of item 6	CGO



BOARD OF TRUSTEES MEETING
Action & Information Report
Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

8.0 Items for Decision

8.2 Executive Limitations

8.2.1 EL-10 Access to Education – Policy Review*

BOARD POLICY: EXECUTIVE LIMITATIONS: EL-10 Access to Education

Executive Summary:

Enclosed for its regularly scheduled review is policy EL-10. Former Chairperson Crist, Trustee Lake, Trustee Simpson, and I are not recommending any edits at this time.

I appreciate your consideration of this policy.

Resource Impact:

None

Requested Board Action:

Consideration of policy EL-10 Access to Education.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



Governance Process	ENDs
Board – CEO Delegation	Executive Limitations

JACKSON COLLEGE BOARD OF TRUSTEES POLICY

Policy Type: EXECUTIVE LIMITATIONS

Policy Title: Access to Education

Policy Number: EL 10

Date Adopted: 11.11.19

Version: 3.0

Date Last Reviewed: 1.8.24

Responsible Party: Chief Governance Officer

Reviewing Committee: Chairperson Crist,
Trustee Lake, &
Trustee Simpson

EXECUTIVE LIMITATIONS STATEMENT:

The CEO shall not allow conditions that unnecessarily restrict learner or potential learner access to education.

Further, without limiting the scope of the above statement by the following list, the CEO shall not:

1. Cause or allow the setting of tuition and/or fees that do not provide for a reasonable balance of fiscal responsibility between learners and taxpayers, that does not consider forecasted enrolment, the level of anticipated State appropriations, union contracts, obligations, major strategic initiatives, requirements for total cost recovery, or a contribution to the overhead of the College.
2. Allow learners and potential learners to be uninformed of plans for future tuition and/or fee increases to allow learners in educational programs to do long-term financial planning.
3. Be without a consistent method that provides for appropriate recognition of learning outside of Jackson College provided educational programs.
4. Permit academically qualified learners to be without an environment that enables them to complete their educational programs.
5. Permit activities, circumstances, or decisions that jeopardize the ability of learners to enroll in available courses or programs, to obtain the instructional hours required to complete their course of studies.

Date Of Change	Version	Description of Change	Responsible Party
11.11.19	1.0	First release following Policy Governance consulting work.	Chief of Staff
2.1.21	1.0	Regular Review – Approved	Chief of Staff
2.09.22	1.0	Regular Review – Approved	CEO
01.09.23	2.0	Regular Review – Approved amendments to 1.0 and minor language throughout	CEO
1.8.24	3.0	Regular Review – minor amendments throughout	CGO



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

8.0 Items for Decision

8.2 Executive Limitations

8.2.2 EL-10 Access to Education – Interpretations Assessment*

BOARD POLICY: EXECUTIVE LIMITATIONS: EL-10 Access to Education

Executive Summary:

Attached for their regular assessment are my interpretations for policy EL-10.

I am recommending some changes to my interpretations since they were last reviewed by the Board. The enclosed version tracks the recommended changes.

I appreciate your consideration of my interpretations statement.

Resource Impact:

None

Requested Board Action:

Consideration of accepting or not accepting my interpretations for policy EL-10 Access to Education as demonstrating a reasonable interpretation of the policy.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



Jackson College Board of Trustees

Interpretations Assessment: EL – 10 Access to Education

Report Date: 01.13.25

Note: Board Policy is indicated in bold typeface throughout the report.

POLICY STATEMENT:

The CEO shall not allow conditions that unnecessarily restrict learner or potential learner access to education.

Further, without limiting the scope of the above statement by the following list, the CEO shall not:

1. Cause or allow the setting of tuition and/or fees that do not provide for a reasonable balance of fiscal responsibility between students and taxpayers, that does not consider forecasted enrollment, the level of anticipated State appropriations, union contracts, obligations, major strategic initiatives, requirements for total cost recovery, or a contribution to the overhead of the College.

INTERPRETATION:

Compliance will be demonstrated when, ~~prior to setting tuition and fees:~~

- a) Billing contact hours have been forecasted;
- a)b) Local property tax revenues have been estimated;
- b)c) State appropriations have been estimated;
- c)d) Requirements to meet union contracts have been calculated;
- d)e) Projected costs for obligations, major strategic initiatives, and requirements for total cost recovery have been estimated;

- e)f) Contribution to overhead has been calculated; and
- f)g) Tuition and fee comparisons against community colleges within our comparison group (i.e., ASC Group 2) have been completed using the President's Tuition and Fee Philosophy calculation.

This interpretation is reasonable because it ensures a widely accepted~~solid~~ process for determining an appropriate tuition and fee structure for the College ~~and is a process used by peer institutions~~by the State's community colleges.

2. Allow learners and potential learners to be uninformed of plans for future tuition and/or fee increases to allow learners in educational programs to do long-term financial planning.

INTERPRETATION:

Compliance will be demonstrated when:

- a) The College has a current communication process in place to share new tuition and fees rates with students.

This interpretation is reasonable because it ensures prompt and consistent communication methods with students to inform them of tuition and fee changes.

3. Be without a consistent method that provides for appropriate recognition of learning outside of Jackson College provided educational programs.

INTERPRETATION:

Compliance will be demonstrated when:

- a) The College has a current policy in place to recognize and award prior learning and competencies for students, using accepted higher education methods.
- b) The College has a current policy in place to recognize the transfer in of credits from other institutions.

This interpretation is reasonable because the College takes into consideration a quality-based recognition of knowledge and competency that has occurred outside of the College's own instructional programs in a manner that is broadly accepted in higher education.

4. Permit academically qualified learners to be without an environment that enables them to complete their educational programs.

INTERPRETATION:

Compliance will be demonstrated when:

- a) The College provides reasonable support services for students with financial, mental, physical and other related barriers to ensure they have opportunities for academic success.
- a)b) The College provides ongoing, personalized support toward the advancement of students' academic goals.

b)c) The College provides clear communication to students about how they can receive financial aid assistance.

c)d) The College leverages additional resources from the College's Foundation, and other sources to assist students with limited means.

This interpretation is reasonable because it ensures needed support services and information ~~are~~is available to students who might otherwise be precluded from achieving success.

5. Permit activities, circumstances, or decisions that jeopardize the ability of learners to enroll in available courses or programs to obtain the instructional hours required to complete their course of studies.

INTERPRETATION:

Compliance will be demonstrated when:

- a) The College has 'teach-out plans' when programs of study are cancelled which ensures that no student ~~to-be~~is academically/instructionally stranded.
- b) Students are offered alternative courses when a course is cancelled.
- c) A current policy is in place that allows students, called to active military duty, support and guidance to withdrawal from classes in order to serve their country.
- d) Prior learning and/or competency assessments are available to students.
- e) The ~~C~~eollege provides a wide variety of ground-based, internet-based, and hybrid educational options for students.

This interpretation is reasonable because it provides reasonable options, consistent with peer institutions, for learners on those occasions wherein learning may be disrupted.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

8.0 Items for Decision

8.3 Board Planning

8.3.1 2025 Board Regular Meeting Dates*

BOARD POLICY: BY-LAWS

Executive Summary:

Below for the Board's consideration are the proposed 2025 Board Regular Meeting dates. All meetings fall on the 2nd Monday of the month, except for those in February (to allow Trustees to attend the ACCT NLS), March (to allow administration to attend the League for Innovations Conference), April (to allow Trustees to attend the AACC Annual Conference), and November (to avoid the week of Veteran's Day) – proposed changes are in **Bold**.

January 13, 2025

February 17, 2025

March 17, 2025

April 21, 2025

May 12, 2025

June 9, 2025

August 11, 2025

September 8, 2025

October 13, 2025

November 3, 2025

Resource Impact:

None

Requested Board Action:

Approval of the proposed 2025 Board Regular Meeting dates.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.

BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025



TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:
ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

8.0 Items for Decision

8.3 Board Planning

8.3.2 2025 Spring Planning Session Date*

BOARD POLICY: GOVERNANCE PROCESS – GP-03 Board Planning Cycle
 & Agenda Control

Executive Summary:

Below for the Board's consideration are proposed dates for the 2025 Spring Planning Session, held 8am – 2pm on the chosen date.

- Wednesday, March 26, 2025
- Thursday, March 27, 2025
- Tuesday, April 29, 2025
- Wednesday, April 30, 2025
- Thursday, May 1, 2025

Resource Impact:

None

Requested Board Action:

Approval of a 2025 Spring Planning Session date.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

8.0 Items for Decision

8.3 Board Planning

8.3.3 2025 Policy Review Schedule*

BOARD POLICY: GOVERNANCE PROCESS – GP-03 Board Planning Cycle & Agenda Control

Executive Summary:

Per some conversations held at the Board's Fall Planning Session on 11.18.24, I have enclosed a proposed 2025 Policy Review Schedule that expands the process for policy review to two years, by incorporating a two-reading methodology, which we had done a number of years ago.

It is the Boards decision if you wish to return to this former practice, or stay with the current approach.

Resource Impact:

None

Requested Board Action:

Consideration of the revised 2025 Policy Review Schedule.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.

FY 2025-26 BOARD POLICY REVIEWING & MONTORING SCHEDULE - Draft		
FY 2025-26 Board Meeting Date	Policy Reviews Due	Policy Review Due (revised)
August 12, 2024	<u>Review Bylaws</u> <u>Review BCD-03</u> Delegation to CEO <u>Review BCD-04</u> Monitoring CEO Performance	<u>Review Bylaws</u> <u>Review BCD-03</u> Delegation to CEO <u>Review BCD-04</u> Monitoring CEO Performance
September 9, 2024	<u>Review EL-01</u> Treatment of Learners <u>Review EL-02</u> Treatment of Staff <u>Review BCD-01</u> Unity of Control <u>Review GP-05</u> Role of Vice Chair <u>Review GP-08</u> Board & Committee Expenses	<u>Adopt Bylaws</u> <u>Adopt BCD-03</u> Delegation to CEO <u>Adopt BCD-04</u> Monitoring CEO Performance
October 14, 2024	<u>Review EL-04</u> Financial Conditions & Activities <u>Review EL-08</u> Communication & Support to the Board	<u>Review EL-01</u> Treatment of Learners <u>Review EL-02</u> Treatment of Staff <u>Review BCD-01</u> Unity of Control <u>Review GP-05</u> Role of Vice Chair <u>Review GP-08</u> Board & Committee Expenses
November 11, 2024	<u>Review EL-09</u> Organization Culture <u>Review EL-07</u> Compensation & Benefits <u>Review GP-13</u> Special Rules of Order <u>Review BCD-02</u> Accountability of the CEO	<u>Adopt EL-01</u> Treatment of Learners <u>Adopt EL-02</u> Treatment of Staff <u>Adopt BCD-01</u> Unity of Control <u>Adopt GP-05</u> Role of Vice Chair <u>Adopt GP-08</u> Board & Committee Expenses
January 13, 2025	<u>Review EL-10</u> Access to Education <u>Review GP-14</u> Handling Operational Complaints <u>Review GP-11</u> Linkage with Ownership <u>Review GP-15</u> Handling Alleged Policy Violations	<u>Review EL-04</u> Financial Conditions & Activities <u>Review EL-08</u> Communication & Support to the Board
February 17, 2025	<u>Review EL-11</u> Entrepreneurial Activity <u>Adopt EL-13</u> Use of Artificial Intelligences & Machine Learning <u>Review GP-01</u> Governing Style <u>Review BCD-06</u> CEO Compensation <u>Review GP-00</u> Governance Commitment	<u>Adopt EL-04</u> Financial Conditions & Activities <u>Adopt EL-08</u> Communication & Support to the Board
March 17, 2025	<u>Review EL-12</u> Land Use <u>Review GP-02</u> Board Job Contributions <u>Review GP-04</u> Role of Board Chair <u>Review GP-10</u> Investment in Governance <u>Review BCD-00</u> Global Board Management Delegation	<u>Review EL-09</u> Organization Culture <u>Review EL-07</u> Compensation & Benefits <u>Review GP-13</u> Special Rules of Order <u>Review BCD-02</u> Accountability of the CEO

Jackson College Board of Trustees Meeting - Items for Decision

April 21, 2025	<u>Review EL-05</u> Asset Protection <u>Review EL-06</u> Investments <u>Review BCD-05</u> CEO Succession <u>Review GP-03</u> Board Planning Cycle & Agenda Control <u>Review GP-12</u> Board Linkage with External Organizations	<u>Adopt EL-09</u> Organization Culture <u>Adopt EL-07</u> Compensation & Benefits <u>Adopt GP-13</u> Special Rules of Order <u>Adopt BCD-02</u> Accountability of the CEO
May 12, 2025	<u>Review EL-03</u> Planning <u>Review GP-09</u> Board Code of Conduct <u>Review EL-13</u> Use of Artificial Intelligences & Machine Learning	<u>Review EL-10</u> Access to Education <u>Review GP-14</u> Handling Operational Complaints <u>Review GP-11</u> Linkage with Ownership <u>Review GP-15</u> Handling Alleged Policy Violations
June 9, 2025	<u>Review EL-00</u> General Executive Limitations <u>Review EN-01</u> ENDS (#1-3)	<u>Adopt EL-10</u> Access to Education <u>Adopt GP-14</u> Handling Operational Complaints <u>Adopt GP-11</u> Linkage with Ownership <u>Adopt GP-15</u> Handling Alleged Policy Violations
August 11, 2025		<u>Review EL-11</u> Entrepreneurial Activity <u>Review EL-13</u> Use of Artificial Intelligences & Machine Learning <u>Review GP-01</u> Governing Style <u>Review BCD-06</u> CEO Compensation <u>Review GP-00</u> Governance Commitment
September 8, 2025		<u>Adopt EL-11</u> Entrepreneurial Activity <u>Adopt EL-13</u> Use of Artificial Intelligences & Machine Learning <u>Adopt GP-01</u> Governing Style <u>Adopt BCD-06</u> CEO Compensation <u>Adopt GP-00</u> Governance Commitment
October 13, 2025		<u>Review EL-12</u> Land Use <u>Review GP-02</u> Board Job Contributions <u>Review GP-04</u> Role of Board Chair <u>Review GP-10</u> Investment in Governance <u>Review BCD-00</u> Global Board Management Delegation
November 3, 2025		<u>Adopt EL-12</u> Land Use <u>Adopt GP-02</u> Board Job Contributions <u>Adopt GP-04</u> Role of Board Chair <u>Adopt GP-10</u> Investment in Governance <u>Adopt BCD-00</u> Global Board Management Delegation
January 2026		<u>Review EL-05</u> Asset Protection <u>Review EL-06</u> Investments <u>Review BCD-05</u> CEO Succession <u>Review GP-03</u> Board Planning Cycle & Agenda Control <u>Review GP-12</u> Board Linkage with External Organizations
February 2026		<u>Adopt EL-05</u> Asset Protection <u>Adopt EL-06</u> Investments <u>Adopt BCD-05</u> CEO Succession

		<u>Adopt GP-03</u> Board Planning Cycle & Agenda Control <u>Adopt GP-12</u> Board Linkage with External Organizations
March 2026		<u>Review EL-03</u> Planning <u>Review GP-09</u> Board Code of Conduct <u>Review EL-13</u> Use of Artificial Intelligences & Machine Learning
April 2026		<u>Adopt EL-03</u> Planning <u>Adopt GP-09</u> Board Code of Conduct <u>Adopt EL-13</u> Use of Artificial Intelligences & Machine Learning
May 2026		<u>Review EL-00</u> General Executive Limitations <u>Review EN-01</u> ENDS (#1-3)
June 2026		<u>Adopt EL-00</u> General Executive Limitations <u>Adopt EN-01</u> ENDS (#1-3)



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:
ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

- 8.0 Items for Decision
 - 8.3 Board Planning
 - 8.3.4 CAT Building Project*
 - 8.3.4.1 Bond Resolution

BOARD POLICY: EXECUTIVE LIMITATIONS – EL-04 Financial Conditions & Activities

Executive Summary:

As reviewed at the Board's Fall Planning Session on 11.18.24, we have an opportunity to better serve our community through the addition of a Center for Applied Technologies (CAT) building, intended for location NW of the water tower. This proposed facility will allow us to advance programming to better serve local and regional employers in ways not contemplated previously. Enclosed are enthusiastic letters of support from several such employers.

Dean Jamie Vandenburg and I will review the project extensively, and discuss the potential revenue generation annually, as well as the proposed long-term debt request.

Should the Board approve this project, their approval of the enclosed bond resolution would be required. (The affidavit of posting notice is enclosed with the same for the line of credit reauthorization – see next agenda item. This was posted on January 6, 2025 by the Chief of Staff.)

Resource Impact:

None

Requested Board Action:

Approval of CAT building project long-term debt issuance.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.

Jackson College Board of Trustees Meeting - Items for Decision

Center for Applied Technology Pro Forma Financial Fys 2026-35

	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
Revenue											
Tuition and Fees											
Lineworker (3 cohorts per year)		\$ 677,133.00	\$ 697,446.99	\$ 718,370.40	\$ 739,921.51	\$ 762,119.16	\$ 784,982.73	\$ 808,532.21	\$ 832,788.18	\$ 857,771.83	\$ 883,504.98
Lineworker Course Fee		\$ 219,090.00	\$ 219,090.00	\$ 219,090.00	\$ 219,090.00	\$ 219,090.00	\$ 219,090.00	\$ 219,090.00	\$ 219,090.00	\$ 219,090.00	\$ 219,090.00
HVAC		\$ 46,305.00	\$ 72,765.00	\$ 74,947.95	\$ 77,196.39	\$ 79,512.28	\$ 81,897.65	\$ 84,354.58	\$ 86,885.22	\$ 89,491.77	\$ 92,176.52
Wastewater		\$ 11,576.25	\$ 18,191.25	\$ 18,736.99	\$ 19,299.10	\$ 19,878.07	\$ 20,474.41	\$ 21,088.64	\$ 21,721.30	\$ 22,372.94	\$ 23,044.13
Renewable Energy		\$ 23,152.50	\$ 36,382.50	\$ 37,473.98	\$ 38,598.19	\$ 39,756.14	\$ 40,948.82	\$ 42,177.29	\$ 43,442.61	\$ 44,745.89	\$ 46,088.26
CCE		\$ 50,000.00	\$ 75,000.00	\$ 100,000.00	\$ 125,000.00	\$ 150,000.00	\$ 154,500.00	\$ 159,135.00	\$ 163,909.05	\$ 168,826.32	\$ 173,891.11
Grants											
Perkins (Equip Allocation)		\$ 300,000.00	\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Foundation											
In Kind											
Sponsorships (Equipment, Tools)		\$ 20,000.00	\$ 20,500.00	\$ 21,000.00	\$ 21,500.00	\$ 22,000.00	\$ 22,500.00	\$ 23,000.00	\$ 23,500.00	\$ 24,000.00	\$ 24,500.00
Plant Funds (Internal Source)	\$ 246,500.00	\$ 2,277,901.00	\$ 1,280,480.00	\$ 1,312,400.00	\$ 2,491,940.00						
Total Revenue	\$ 246,500.00	\$ 3,625,157.75	\$ 2,719,855.74	\$ 2,602,019.31	\$ 3,832,545.19	\$ 1,392,355.65	\$ 1,424,393.62	\$ 1,457,377.73	\$ 1,491,336.36	\$ 1,526,298.75	\$ 1,562,295.01
Expenses											
Salaries and Fringes											
Lineworker Director PT		\$ 30,000.00	\$ 30,900.00	\$ 31,827.00	\$ 32,781.81	\$ 33,765.26	\$ 34,778.22	\$ 35,821.57	\$ 36,896.22	\$ 38,003.10	\$ 39,143.20
Building Coordinator PT		\$ 30,000.00	\$ 30,900.00	\$ 31,827.00	\$ 32,781.81	\$ 33,765.26	\$ 34,778.22	\$ 35,821.57	\$ 36,896.22	\$ 38,003.10	\$ 39,143.20
Instruction											
Lineworker (3 cohorts per year)		\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00
HVAC		\$ 27,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
Wastewater		\$ 9,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Renewable Energy		\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
Contracted Services											
Consumers		\$ 209,500.00	\$ 209,500.00	\$ 209,500.00	\$ 209,500.00	\$ 209,500.00	\$ 209,500.00	\$ 209,500.00	\$ 209,500.00	\$ 209,500.00	\$ 209,500.00
Alpha Omega		\$ 74,480.00	\$ 74,480.00	\$ 74,480.00	\$ 74,480.00	\$ 74,480.00	\$ 74,480.00	\$ 74,480.00	\$ 74,480.00	\$ 74,480.00	\$ 74,480.00
Supplies and Equipment											
Poles (\$300 ea.)		\$ 9,000.00	\$ 9,270.00	\$ 9,548.10	\$ 9,834.54	\$ 10,129.58	\$ 10,433.47	\$ 10,746.47	\$ 11,068.86	\$ 11,400.93	\$ 11,742.96
Equipment		\$ 300,000.00	\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Supplies (Equipment, Tools)		\$ 20,000.00	\$ 20,500.00	\$ 21,000.00	\$ 21,500.00	\$ 22,000.00	\$ 22,500.00	\$ 23,000.00	\$ 23,500.00	\$ 24,000.00	\$ 24,500.00
Operations											
Utilities		\$ 29,687.49	\$ 30,578.12	\$ 31,495.46	\$ 32,440.32	\$ 33,413.53	\$ 34,415.94	\$ 35,448.42	\$ 36,511.87	\$ 37,607.23	\$ 38,735.44
Custodial		\$ 16,353.89	\$ 16,844.50	\$ 17,349.84	\$ 17,870.33	\$ 18,406.44	\$ 18,958.64	\$ 19,527.40	\$ 20,113.22	\$ 20,716.61	\$ 21,338.11
Maintenance		\$ 48,588.80	\$ 50,046.46	\$ 51,547.86	\$ 53,094.29	\$ 54,687.12	\$ 56,327.73	\$ 58,017.57	\$ 59,758.09	\$ 61,550.84	\$ 63,397.36
Insurance		\$ 3,400.00	\$ 3,502.00	\$ 3,607.06	\$ 3,715.27	\$ 3,826.73	\$ 3,941.53	\$ 4,059.78	\$ 4,181.57	\$ 4,307.02	\$ 4,436.23
Construction (funded internally)		\$ 1,000,701.00									
Debt Service	\$ 246,500.00	\$ 1,277,200.00	\$ 1,280,480.00	\$ 1,312,400.00	\$ 2,491,940.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 246,500.00	\$ 3,144,911.18	\$ 2,189,001.08	\$ 2,026,582.31	\$ 3,211,938.38	\$ 725,973.93	\$ 732,113.75	\$ 738,422.76	\$ 744,906.05	\$ 751,568.83	\$ 758,416.49
Net	\$ -	\$ 480,246.57	\$ 530,854.66	\$ 575,437.00	\$ 620,606.81	\$ 666,381.71	\$ 692,279.86	\$ 718,954.96	\$ 746,430.31	\$ 774,729.92	\$ 803,878.52



January 5, 2025

Dear Dr. Phelan,

On behalf of MWTEC, I am pleased to express our strong support for Jackson College's Utilities Program expansion. This initiative represents an outstanding opportunity to address critical workforce needs while preparing students for high-demand careers in energy, utilities, and emerging green technologies.

The alignment of this expansion with Jackson College's Energy Systems Technology Associate Degree and Energy Systems Management Bachelor Degree underscores the College's leadership in preparing students for the evolving energy and utilities sectors. Programs in HVAC, energy efficiency, and renewable energy certifications will provide students with essential skills, addressing labor shortages while supporting Michigan's energy goals.

MWTEC's commitment to workforce development complements this initiative. Through employer-led collaboratives and scalable training solutions, we continue to connect talent with industry needs. Jackson College's expansion is a model example of how academic institutions can align their programs with real-world demands, and we are eager to partner with the College to support its vision.

Additionally, I am excited to share a new opportunity with you. MWTEC is partnering with **SkillFusion**, a revolutionary software platform built for the rapidly evolving electric vehicle supply equipment (EVSE) service market. We will host a presentation on this effort for colleges after the first of the year. One of the cornerstone projects under SkillFusion is the creation of a **Charging Skill Center**, integrated into the broader Electric Vehicle (EV) Hub initiative.

Our goal is to establish regional community colleges as Charging Training Hubs, providing the specialized training needed to meet the demands of Michigan's growing EV infrastructure. Given Jackson College's commitment to innovation and workforce development, we would love for the College to serve as the Charging Training Hub for this region. This opportunity aligns seamlessly with your existing focus on energy systems, creating an exciting pathway for students and an additional resource for employers in the state.

I look forward to discussing how Jackson College can lead this effort in collaboration with MWTEC and SkillFusion. Together, we can build scalable, impactful training solutions that prepare students for sustainable careers and drive Michigan's economic growth.

Thank you for your continued leadership and vision in advancing workforce development at Jackson College. Please don't hesitate to reach out to me directly if you have questions or would like to explore these opportunities further.

Sincerely,

Amy Lee, Ed.D.
President
MWTEC
alee@mwtec.org



December 23, 2024

Jackson College Board of Trustees

2111 Emmons Rd.
Jackson, MI 49201

Dear Members of the Jackson College Board of Trustees,

On behalf of the City of Portland Board of Light and Power, I am pleased to offer our full support for Jackson College's initiative to expand its Lineworker Program into a comprehensive Utilities Program. This endeavor represents a forward-thinking approach to addressing critical labor market demands in our region, while equipping students with the skills and experience necessary to thrive in today's dynamic utilities workforce.

The City of Portland owns and operates electric distribution, electric generation, water, and wastewater utilities. As such, we are routinely involved in safety, training, and system restoration activities. The city recognizes the ongoing demand for skilled professionals capable of meeting the challenges of modern infrastructure, energy systems, and municipal services. Jackson College's vision to enhance hands-on learning opportunities, particularly through the creation of a pole yard and climbing space, aligns perfectly with these workforce needs. The addition of indoor and outdoor training facilities, along with advanced lab space in the Center for Applied Technologies (CAT) building, will undoubtedly position the College as a key partner in workforce development for the entire utility industry.

To demonstrate our commitment to this initiative, the City of Portland Board of Light and Power pledges to collaborate actively with Jackson College in the following ways:

- **Serving on Advisory Boards:** We are eager to contribute our industry expertise by participating on advisory boards to ensure the program aligns with current and emerging workforce needs.
- **Offering Student Opportunities:** We will explore opportunities to provide work-based learning experiences, apprenticeships, and job-shadowing opportunities for Jackson College students.
- **Supporting Curriculum Development:** Our team is available to assist in shaping the curriculum or certification programs to reflect the latest industry standards and practices.
- **Engaging in Workforce Collaborations:** We are committed to partnering with Jackson College on workforce development initiatives, including continuing education, technical instruction, and professional certification programs.

This collaboration will not only benefit the students of Jackson College but also serve as a critical investment in the future of our industry and community. By working together, we can help build a strong, skilled, and sustainable workforce pipeline that supports regional economic growth and innovation.

Thank you for the opportunity to contribute to this vital initiative. We look forward to deepening our partnership with Jackson College and playing an integral role in this transformative program.

Sincerely,

Todd Davlin

Todd Davlin
Superintendent of the Electric Department
City of Portland



December 23, 2024

Jamie Vandenburg
2111 Emmons Rd.
Jackson, MI 49201

Dear Jamie,

On behalf of Alpha Omega Utility Services, we are pleased to offer our full support for Jackson College's initiative to expand its Lineworker Program into a comprehensive Utilities Program. This endeavor represents a forward-thinking approach to addressing critical labor market demands in our region while equipping students with the skills and experiences necessary to excel in today's dynamic utilities workforce.

As an organization that is pivotal within the utility sector through safety, training, and system restoration, we recognize the growing need for skilled professionals capable of tackling the challenges of modern infrastructure, energy systems, and municipal services. Jackson College's vision to enhance hands-on learning opportunities, mainly through creating a pole yard and climbing space, aligns perfectly with these workforce needs. The addition of indoor and outdoor training facilities, combined with the advanced lab space in the Center for Applied Technologies (CAT) building, will undoubtedly position the College as a key partner in workforce development for the whole utility industry.

To demonstrate our commitment to this initiative, Alpha Omega Utility Services pledges to actively collaborate with Jackson College in the following ways:

- **Serving on Advisory Boards:** We are eager to contribute our industry expertise by participating on advisory boards to ensure the program aligns with current and emerging workforce needs.
- **Offering Student Opportunities:** We will explore opportunities to provide work-based learning experiences, apprenticeships, and job-shadowing experiences to Jackson College students.
- **Providing Equipment or Resources:** We have already donated Electric system hardware for poles (cross-arms, transformers, wire, and insulators (in and out of the classroom), brokered relationships with industry leaders to clavate support through discounts and other supporting opportunities.
- **Supporting Curriculum Development:** Our team can assist in shaping curriculum or certification programs to reflect the latest industry standards and practices.
- **Engaging in Workforce Collaborations:** We are committed to partnering with Jackson College on workforce development initiatives, including continuing education, technical instruction, and professional certification programs.



ALPHA OMEGA Utility Services

P.O. Box 635, Boyne City, MI 49712 • 517-499-9936

This collaboration will benefit the students of Jackson College and serve as a critical investment in the future of our industry and community. We can help build a strong, skilled, and sustainable workforce pipeline that supports regional economic growth and innovation by working together. Thank you for the opportunity to contribute to this vital initiative. We look forward to deepening our partnership with Jackson College and being an integral part of this transformative program.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Adcock'.

Jeremy Adcock
Contract Coordinator
Alpha Omega Utility Services



Michigan Municipal Electric Association

January 7, 2025

Jamie Vandenburg
2111 Emmons Rd.
Jackson, MI 49201

Dear Jamie,

On behalf of the Michigan Municipal Electric Association (MMEA), we are pleased to offer our full support for Jackson College's initiative to expand its Lineworker Program into a comprehensive Utilities Program. This endeavor represents a forward-thinking approach to addressing critical labor market demands in our region while equipping students with the skills and experiences necessary to excel in today's dynamic utilities workforce.

As an organization that is pivotal within the utility sector through safety, training, and system restoration, we recognize the growing need for skilled professionals capable of tackling the challenges of modern infrastructure, energy systems, and municipal services. Jackson College's vision to enhance hands-on learning opportunities, mainly through creating a pole yard and climbing space, aligns perfectly with these workforce needs. The addition of indoor and outdoor training facilities, combined with the advanced lab space in the Center for Applied Technologies (CAT) building, will undoubtedly position the College as a key partner in workforce development for the whole utility industry.

To demonstrate our commitment to this initiative, MMEA pledges to actively collaborate with Jackson College in the following ways:

- **Serving on Advisory Boards:** We are eager to contribute our industry expertise by participating on advisory boards to ensure the program aligns with current and emerging workforce needs.
- **Offering Student Opportunities:** We will explore opportunities to provide work-based learning experiences, apprenticeships, and job-shadowing experiences to Jackson College students.
- **Providing Equipment or Resources:** We have already donated Electric system hardware for poles (cross-arms, transformers, wire, and insulators (in and out of the classroom), brokered relationships with industry leaders to clavate support through discounts and other supporting opportunities.
- **Supporting Curriculum Development:** Our team can assist in shaping curriculum or certification programs to reflect the latest industry standards and practices.

- **Engaging in Workforce Collaborations:** We are committed to partnering with Jackson College on workforce development initiatives, including continuing education, technical instruction, and professional certification programs.
- This collaboration will benefit the students of Jackson College and serve as a critical investment in the future of our industry and community. We can help build a strong, skilled, and sustainable workforce pipeline that supports regional economic growth and innovation by working together.

Thank you for the opportunity to contribute to this vital initiative. We look forward to deepening our partnership with Jackson College and being an integral part of this transformative program.

Sincerely,

A handwritten signature in black ink that reads "Katie Abraham". The signature is written in a cursive, flowing style.

Katie Abraham
Executive Director, Michigan Municipal Electric Association

**JACKSON COLLEGE
RESOLUTION AUTHORIZING THE ISSUANCE
AND DELEGATING THE SALE OF BONDS
AND OTHER MATTERS RELATING THERETO**

Jackson College, Michigan (the “Issuer”)

A regular meeting of the board of trustees of the Issuer (the “Board”) was held in the Bert Walker Hall of Jackson College, within the boundaries of the Issuer, on the 13th day of January, 2025, at 6:30 o’clock in the p.m. (the “Meeting”).

The Meeting was called to order by _____, Chair.

Present: Trustees Matthew R. Heins, Philip E. Hoffman, Donna L. Lake, Danielle E. Mackey, Sheila A. Patterson, Christopher A. Simpson, Teshna Thomas

Absent: Trustees None

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

WHEREAS:

1. This Board deems it advisable and necessary to issue bonds for the purpose of erecting, furnishing, and equipping an academic building, and developing and improving a site (the “Project”), and Act 331, Public Acts of Michigan, 1966, as amended, authorizes this Board to issue bonds for the purpose of financing all or a portion of the Project; and
2. The Issuer estimates the necessary cost of the Project to be Six Million Eight Hundred Thousand Dollars (\$6,800,000), of which it is necessary to borrow the sum of Five Million Eight Hundred Thousand Dollars (\$5,800,000), and issue bonds of the Issuer therefor to pay all or a portion of said cost including the cost of issuing the bonds; and
3. Prior to the issuance of bonds, the Issuer must either achieve qualified status or secure prior approval of the bonds from the Michigan Department of Treasury (the “Department of Treasury”) pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The bonds of the Issuer aggregating the principal sum of not to exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000) be issued for the purpose of financing the cost of the Project and the cost of issuing the bonds. The bonds shall be designated 2025 College Facility Bonds (General Obligation – Limited Tax) (the “Bonds”).
2. The Bonds shall be dated the date of delivery; shall be numbered consecutively in the direct order of maturity from 1 upwards; shall be fully registered Bonds as to principal and interest; shall be issued in denominations of \$5,000 or integral multiples thereof; shall bear interest at a rate or rates to be hereafter determined, not exceeding five percent (5%) per annum, payable on November 1, 2025, or such other date as may be established at the time of sale, and semiannually

thereafter on the first day of May and November in each year; and shall mature on May 1 in each year as follows:

<u>Year</u>	<u>Amount</u>
2027	\$1,090,000
2028	1,125,000
2029	1,190,000
2030	2,395,000

The interest on any one Bond shall be at one rate only, and all Bonds maturing in any one year must carry the same interest rate. No bid will be considered for an aggregate Bond purchase price less than 100% or greater than 120% of the par value. Additionally, no single bond maturity shall have an initial offering price to the public of less than 98.5% of par for that maturity.

The President or the Chief Financial Officer of the Issuer (each an “Authorized Officer”) is authorized to adjust the maturity schedule and principal amounts pursuant to the recommendation of the Issuer’s financial consultant.

The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company authorized to do business in Michigan (the “Paying Agent” or “Bond Registrar”), or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity but only to persons whose names are in the register of the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may designate additional co-paying agents/bond registrars within or without the State of Michigan as deemed desirable by the Issuer.

A. Mandatory Redemption - Term Bonds.

Bonds maturing in any year are eligible for designation by the original purchaser at the time of sale as serial bonds or term bonds, or both. However, principal maturities designated as term bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on May 1st of the year in which the Bonds are presently scheduled to mature. Each maturity of term Bonds and serial Bonds must carry the same interest rate. Any such designation must be made within one (1) hour after the Bond sale.

When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

B. Optional Redemption.

Bonds of this issue are not subject to redemption at the option of the Issuer prior to maturity.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall

state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

3. Book Entry. Unless otherwise requested by the initial purchaser, the ownership of one fully registered bond for each maturity, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. An Authorized Officer is authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by an Authorized Officer, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

4. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

Any Bond may be transferred upon the books required to be kept pursuant to this resolution by the person in whose name it is registered, in person or by the registered holder's duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall cause a new Bond or Bonds to be executed and the Paying Agent shall authenticate and deliver said Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

5. If any Bond shall become mutilated, the Issuer, at the expense of the bondholder, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent and, if this evidence is satisfactory to both the Paying Agent and the Issuer, an indemnity satisfactory to the Paying Agent and the Issuer shall be given and the Issuer, at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall thereupon authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being §§ 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

6. The Chair and Vice Chair are authorized to manually sign or cause their facsimile signatures to be affixed to the Bonds in conformity with the above specifications and the Treasurer is authorized and directed to have the Paying Agent authorized signatory manually sign the Bonds and then cause the Bonds to be delivered to the purchaser thereof upon receipt of the purchase price and accrued interest, if any.

Blank Bonds with the manual or facsimile signatures of the Chair and Vice Chair affixed thereto, shall, at the direction of bond counsel and as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

7. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2025 COLLEGE BOND GENERAL OBLIGATION LIMITED TAX DEBT RETIREMENT FUND (the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the DEBT RETIREMENT FUND shall be deposited as collected into said fund to be used for the purpose of paying the principal and interest on the Bonds as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND monies may be invested as authorized by law.

8. The Issuer irrevocably pledges to make the annual principal and interest payments on the Bonds beginning with the fiscal year 2025-2026 and during each fiscal year for which a budget is adopted, the first budget obligation within its authorized millage and other available funds until such time as the principal and interest on the Bonds have been paid in full.

9. Commencing with the 2025 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. The Issuer pledges its limited tax full faith and credit for the payment of the

principal and interest on the Bonds, payable from ad valorem taxes which will be levied within the authorized constitutional, statutory and charter tax rate limitations of the Issuer for such purposes and an irrevocable appropriation of a sufficient amount of taxes will be made each year from said millage rate for the payment of principal and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of operating notes, lines of credit or tax anticipation notes heretofore or hereafter issued.

Because the Issuer does not have the power to levy taxes for the payment of the Bonds in excess of its constitutional, statutory or charter tax rate limitations, the Bonds will be limited tax general obligations of the Issuer, and, if tax collections are insufficient to pay the principal of or interest on the Bonds when due, the Issuer pledges to use any and all other resources available for the payment of the Bonds.

10. Issuer estimates the period of usefulness of the improvements for which the Bonds are to be issued to be not less than fifteen (15) years.

11. There is hereby created a separate account to be designated 2025 CAPITAL PROJECTS FUND, to which the proceeds of the Bond issue are to be credited.

12. The Bonds shall be in substantially the form attached hereto as Exhibit A and made a part of this resolution by reference.

13. The Chief Financial Officer is authorized and ordered to publish notice of sale of the Bonds herein authorized in a publication printed in the English language and circulated in this state, which carries as a part of its regular service the notices of the sale of municipal bonds/notes and which has been approved by the Department of Treasury, pursuant to Act 34, Public Acts of Michigan, 2001, as amended, as a publication complying with the qualifications provided in said section, which notice of sale shall be in substantially the form attached hereto as Exhibit B and made a part of this resolution by reference. Upon receipt of express written recommendation of the Issuer's financial consultant, an Authorized Officer is authorized to award the sale of the Bonds, approve the winning bidder and approve the interest rates and final principal amounts of the Bonds in accordance with the notice of sale and subject to the parameters of this resolution. As an alternative to a public sale, an Authorized Officer is authorized to negotiate the sale of the Bonds to a bank or financial institution. In authorizing the negotiated sale of the Bonds, the Board determines that a competitive sale of the Bonds would be prohibitively more expensive than a negotiated sale, and that a negotiated sale would allow flexibility in the timing, sale and structure of the Bonds in response to changing market conditions. Further, an Authorized Officer is authorized to negotiate the sale of the Bonds to the Michigan Finance Authority pursuant to Act 227, Public Acts of Michigan, 1985, as amended; Act 34, Public Acts of Michigan, 2001, as amended; and other applicable statutory provisions, with said Bonds to bear an original issue date, be payable in the amounts and on the dates, bear interest at the rates and be subject to redemption as shall be determined in the resolution awarding Bonds to the Michigan Finance Authority.

14. An Authorized Officer, or designee if permitted by law, is authorized to:

- a. file with the Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.



- b. if deemed advisable by the Issuer's financial consultant, request a waiver of the Department of Treasury's requirement that ratings be obtained from a nationally recognized ratings agency.
- c. make application for municipal bond insurance if, upon advice of the Issuer's financial consultant, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- d. approve the circulation of a Preliminary Official Statement describing the Bonds.
- e. execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit C attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, their execution thereof to constitute conclusive evidence of their approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this Resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

15. The Chair, Vice Chair, the Treasurer, the President, the Chief Financial Officer, and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution or the Bonds.

16. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

17. Bids for the Bonds shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of such opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof. Further, Thrun Law Firm, P.C., has informed this Board that it represents no other party in the issuance of the Bonds.

18. The financial consulting firm of PFM Financial Advisors LLC, is appointed as financial consultant to the Issuer with reference to the issuance of the Bonds herein authorized.

19. The Issuer shall furnish Bonds ready for execution at its expense. The Bonds will be delivered without expense to the purchaser at a place to be mutually agreed upon with the purchaser.

The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds.

20. The Issuer covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended (the “Code”), necessary to maintain the exclusion of interest on the Bonds from gross income.

21. The Bonds of this issue are hereby designated as “qualified tax-exempt obligations” for purposes of deduction of interest expense by financial institutions under the provisions of the Code. In making said designation, the Board determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2025 will not exceed \$10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code.

22. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Ayes: Trustees

Nays: Trustees

Resolution declared adopted.

Chair, Board of Trustees

The undersigned duly qualified and acting Chair of the Board of Trustees of Jackson College, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, 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, Public Acts of Michigan, 1976, as amended).

Chair, Board of Trustees

CJI/keh



EXHIBIT A

[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
JACKSON COLLEGE
2025 COLLEGE FACILITY BOND
(GENERAL OBLIGATION - LIMITED TAX)

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
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REGISTERED OWNER:
 PRINCIPAL AMOUNT:

JACKSON COLLEGE, STATE OF MICHIGAN (the “Issuer”), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on November 1, 2025, and semiannually thereafter on the first day of May and November of each year (the “Bond” or “Bonds”). Principal on this Bond is payable at the corporate trust office of _____, MICHIGAN (the “Paying Agent”), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of Five Million Eight Hundred Thousand Dollars (\$5,800,000) issued under and in pursuance of the provisions of Act 331, Public Acts of Michigan, 1966, as amended; Act 34, Public Acts of Michigan, 2001, as amended; and by resolutions duly adopted by the Board of Trustees of the Issuer on January 13, 2025 and _____, 2025, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of erecting, furnishing, and equipping an academic building, and developing and improving a site.

The limited tax, full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable primarily from ad valorem taxes, which will be levied within the authorized constitutional, statutory and charter tax rate limitations of the Issuer and an irrevocable appropriation of a sufficient amount of such taxes will be made each year as a first operating budget obligation for the payment of the principal of and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of operating notes, lines of credit or tax anticipation notes heretofore or hereafter issued and, if taxes are insufficient to pay the Bonds when due, the Issuer has pledged to use any and all other resources available for the payment of the Bonds. The Issuer does not have the power to levy taxes for the payment of the Bonds in excess of its constitutional, statutory or charter tax rate limitations. The Issuer reserves the right to issue additional bonds of equal standing.

MANDATORY REDEMPTION

The Bonds maturing on _____, 20__, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest thereon to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Bonds due</u>	<u>Principal Amounts</u>
_____, 20__		\$
_____, 20__		
_____, 20__		
_____, 20__ (maturity)		

NO OPTIONAL REDEMPTION

Bonds of this issue are not subject to redemption at the option of the Issuer prior to maturity.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable, as provided in the resolutions authorizing the Bonds, only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

IN WITNESS WHEREOF, Jackson College, State of Michigan, by its Board of Trustees, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its Chair and countersigned by the manual or facsimile signature of its Vice Chair as of _____, 2025, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

JACKSON COLLEGE
STATE OF MICHIGAN

Countersigned

By _____
Vice Chair

By _____
Chair

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)

(City, State)

PAYING AGENT

By _____
Authorized Signatory



 ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular without alteration or any change whatever.

Signature Guaranteed:

 Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

 (Include information for all joint owners if the Bond is held by joint account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR
 OTHER IDENTIFYING NUMBER OF ASSIGNEE

(if held by joint account, insert number
 for first named transferee)



EXHIBIT B**OPTIONAL DTC BOOK-ENTRY-ONLY****OFFICIAL NOTICE OF SALE****\$5,800,000****JACKSON COLLEGE****STATE OF MICHIGAN****2025 COLLEGE FACILITY BONDS****(GENERAL OBLIGATION - LIMITED TAX)**

BIDS for the purchase of the above 2025 College Facility Bonds (the “Bond” or “Bonds”) will be received electronically on behalf of Jackson College, Michigan (the “Issuer”), on _____, the _____ day of _____, 20____, until _____ .m., prevailing Eastern Time, by the Municipal Advisory Council of Michigan (the “MAC”) via email at munibids@macmi.com. The bids will be opened and read at the MAC at that time. Award of the bid will be made on behalf of the Issuer by an authorized officer of the Issuer by _____ .m., prevailing Eastern Time, on that date.

ELECTRONIC BIDS: Bidders submitting signed bids electronically must ensure their bids are received prior to the time and date fixed for receipt of bids. Bidders submitting bids electronically bear the full risk of failed or untimely transmission of their bids, and bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the MAC at (313) 963-0420.

PARITY: Bids may be presented via *PARITY* on the date and at the time shown above. To the extent any instructions or directions set forth in *PARITY* conflict with this Notice, the terms of this Notice shall control. For further information about *PARITY*, potential bidders may contact PFM Financial Advisors LLC, at (734) 994-9700 or *PARITY* at (212) 849-5021.

OPTIONAL DTC BOOK-ENTRY-ONLY: Unless otherwise requested by the winning bidder (the “Purchaser”), the Bonds will be initially offered as registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York (“DTC”) under DTC’s Book-Entry-Only system of registration. Purchasers of interests in the Bonds (the “Beneficial Owners”) will not receive physical delivery of bond certificates, and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry-only. As long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest payments will be made directly to such registered owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

BOND DETAILS: Said Bonds will be fully registered Bonds, of the denomination of \$5,000 each or multiples thereof up to the amount of a single maturity, shall be dated the date of delivery, numbered in order of issue from 1 upwards and will bear interest from their dated date payable on November 1, 2025, and semiannually thereafter.

The Bonds will mature on May 1 as follows:

<u>Year</u>	<u>Amount</u>
2027	\$1,090,000
2028	1,125,000
2029	1,190,000
2030	2,395,000

MATURITY ADJUSTMENT: The Issuer reserves the right to increase or decrease the aggregate principal amount of the Bonds after receipt of the bids and prior to final award. Such adjustment, if necessary, will be made in increments of \$5,000 and may be made in any maturity.

ADJUSTMENT TO PURCHASE PRICE: In the event of a maturity adjustment, the purchase price of the Bonds will be adjusted proportionately to the adjustment in principal amount of the Bonds and in such manner as to maintain as comparable an underwriter spread as possible to the winning bid.

TERM BOND OPTION: Bidders shall have the option of designating bonds maturing in any year as serial bonds or term bonds, or both. The bidder must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond maturity. In any event, the above principal amount schedule shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made within one (1) hour after the Bond sale.

PAYING AGENT: Principal and interest shall be payable at a bank or trust company qualified to act as a paying agent in Michigan (the "Paying Agent"), or such other Paying Agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any change in Paying Agent. In the event the Bonds cease to be held in book entry form only, the Paying Agent will serve as bond registrar and transfer agent, interest shall be paid by check mailed to the owner as shown by the registration books of the Issuer as of the close of business on the 15th day of the month preceding any interest payment date and the Bonds will be transferable only upon the registration books of the Issuer kept by the Paying Agent. See "Optional DTC Book-Entry-Only" above.

PRIOR REDEMPTION:

A. Mandatory Redemption - Term Bonds.

Principal designated by the Purchaser of the Bonds as a term maturity shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on the redemption dates corresponding to the maturities hereinbefore scheduled. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

B. Optional Redemption.

Bonds of this issue are not subject to redemption at the option of the Issuer prior to maturity.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding five percent (5%) per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one Bond shall be at one rate only. All Bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the Bonds or at an aggregate Bond purchase price less than 100% or greater than 120% of the par value, or at a price which will cause the true interest cost on the Bonds to exceed five percent (5%) per annum, will be considered. Additionally, no single bond maturity shall have an initial offering price to the public of less than 98.5% of par for that maturity.

PURPOSE AND SECURITY: The Bonds are issued for the purpose of erecting, furnishing, and equipping an academic building, and developing and improving a site. The Bonds are issued under the provisions of Act 331, Public Acts of Michigan, 1966, as amended. The Issuer has pledged the limited tax full faith and credit of the Issuer for the payment of principal and interest on the Bonds. The Issuer has further pledged to levy sufficient ad valorem taxes within its authorized millage rate annually as a first budget obligation, subordinate only to any first liens on said funds pledged for the payment of operating notes, lines of credit or tax anticipation notes heretofore or hereafter issued. The Issuer does not have the power to levy taxes for the payment of the Bonds in excess of its constitutional, statutory or charter tax rate limitations and, if tax collections are insufficient to pay the principal of or interest on the Bonds when due, the Issuer pledges to use any and all other resources available for the payment of the Bonds. The Issuer has reserved the right to issue additional bonds of equal standing.

AWARD OF BONDS: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost which is the rate that will discount all future cash payments so that the sum of the present value of all cash flows will equal the Bond proceeds computed from _____, 20__ (the anticipated date of delivery).

LEGAL OPINION: Bids shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of which will be furnished without expense to the Purchaser of the Bonds at the delivery thereof. The fees of Thrun Law Firm, P.C. for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the above Bonds, Thrun Law Firm, P.C. has not been requested to examine or review, and has not

examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefor, has not expressed and will not express an opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

TAX MATTERS: In the opinion of bond counsel, assuming continued compliance by the Issuer with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the Bonds is excluded from gross income for federal income tax purposes, as described in the opinion, and the Bonds and interest thereon are exempt from all taxation in the State of Michigan, except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The Issuer has designated the Bonds as “**QUALIFIED TAX-EXEMPT OBLIGATIONS**” within the meaning of the Code, and has covenanted to comply with those requirements of the Code necessary to continue the exclusion of interest on the Bonds from gross income for federal income tax purposes.

OFFICIAL STATEMENT: Upon the sale of the Bonds, the Issuer will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sales date, but in no event later than seven (7) business days after such date, the Issuer will provide the Purchaser with either a reasonable number of final Official Statements or a reasonably available electronic version of the same. The Issuer will determine which format will be provided. The Purchaser agrees to supply to the Issuer all necessary pricing information and any underwriter identification necessary to complete the Official Statement within twenty-four (24) hours after the award of Bonds. Additional copies of the final Official Statement may be obtained up to three months following the sale of the Bonds by a request and payment of costs to the financial consultant. The Issuer agrees to provide to the Purchaser at closing a certificate executed by appropriate officers of the Issuer acting in their official capacities, to the effect that as of the date of delivery the information contained in the Official Statement, and any supplement to the Official Statement, relating to the Issuer and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE: As more particularly described in the Official Statement, the Issuer will agree in the bond resolution or sales resolution to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, (i) on or prior to the end of the sixth month after the end of the fiscal year of the Issuer, commencing with the fiscal year ended June 30, 2025, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the Bonds, (ii) timely notice of the occurrence of certain significant events with respect to the Bonds and (iii) timely notice of a failure by the Issuer to provide the required annual financial information on or before the date specified in (i) above.

BOND INSURANCE: In the event the Purchaser elects to obtain bond insurance for the Bonds, all costs and expenses related to such bond insurance shall be the responsibility of the Purchaser. The failure of such bond insurance to be issued at or before delivery of the Bonds shall not be a basis for the Purchaser to refuse to accept delivery of the Bonds. In the event the Purchaser obtains bond insurance, the bond insurer shall not be entitled to be designated as an addressee of any bond counsel opinion related to the Bonds, nor shall the bond insurer be entitled to a reliance letter associated

with the same. If the Purchaser obtains bond insurance, the Issuer agrees only to insert any reasonable and necessary insurance language in the Bonds.

CERTIFICATION REGARDING “ISSUE PRICE”: Please see Appendix __ to the Preliminary Official Statement for the Bonds, dated _____, 20__, for information and requirements concerning establishing the issue price for the Bonds.

CLOSING DOCUMENTS: Drafts of all closing documents, including the form of Bond and bond counsel’s legal opinion, may be requested from Thrun Law Firm, P.C. Final closing documents will be in substantially the same form as the drafts provided. Closing documents will not be modified at the request of a bidder, regardless of whether the bidder’s proposal is accepted.

DELIVERY OF BONDS: The Issuer will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the Purchaser at a place to be mutually agreed upon with the Purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o’clock, noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the Purchaser may on that day, or any time thereafter until delivery of the Bonds, withdraw the proposal by serving notice of cancellation in writing, on the undersigned. Accrued interest to the date of delivery of the Bonds shall be paid by the Purchaser at the time of delivery. Payment for the Bonds shall be made in federal reserve funds. Unless the Purchaser furnishes the Paying Agent with a list giving the denominations and names in which it wishes to have the certificates issued at least five (5) business days prior to delivery of the Bonds, the Bonds will be delivered in the form of a single certificate for each maturity registered in the name of the Purchaser, subject to the election under the “Optional DTC Book-Entry-Only” provisions herein.

CUSIP NUMBERS: CUSIP numbers will be printed on the Bonds at the option of the Purchaser; however, neither the failure to print CUSIP numbers nor any improperly printed CUSIP numbers shall be cause for the Purchaser to refuse to take delivery of and pay the purchase price for the Bonds. Application for CUSIP numbers will be made by PFM Financial Advisors LLC, municipal advisor to the Issuer. The CUSIP Service Bureau’s charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

BIDDER CERTIFICATION - NOT “IRAN-LINKED BUSINESS”: By submitting a bid, the bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517, Public Acts of Michigan, 2012; MCL 129.311, et seq.

FURTHER INFORMATION may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108, telephone: (734) 994-9700.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Chief Financial Officer

EXHIBIT C**FORM OF
CONTINUING DISCLOSURE AGREEMENT****\$5,800,000
JACKSON COLLEGE
STATE OF MICHIGAN
2025 COLLEGE FACILITY BONDS
(GENERAL OBLIGATION - LIMITED TAX)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Jackson College, State of Michigan (the “Issuer”), in connection with the issuance of its \$5,800,000 2025 College Facility Bonds (General Obligation - Limited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Trustees of the Issuer on January 13, 2025 and _____, 2025 (together, the “Resolution”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b) provided; however, that a “Financial Obligation” shall not include any municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2025.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Resolution” shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2025, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer’s submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in substantially the form attached as Appendix A.

(d) If the Issuer’s fiscal year changes, the Issuer shall send a notice of such change to the MSRB in substantially the form attached as Appendix B. If such change will result in the Issuer’s fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of

such change to the MSRB on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or

- the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the Issuer or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or other obligated person, any of which affect security holders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or other obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided that any event other than those listed under Section 5(a)(2), (6), (7), (8), (10), (13), (14) or (15) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA, together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer’s obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

JACKSON COLLEGE
STATE OF MICHIGAN

By: _____
Its: President

Dated: _____, 2025



APPENDIX A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Jackson College, Michigan

Name of Bond Issue: 2025 College Facility Bonds (General Obligation - Limited Tax)

Date of Bonds: _____, 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by _____.

JACKSON COLLEGE
STATE OF MICHIGAN

By: _____
Its: President

Dated: _____



APPENDIX B

NOTICE TO THE MSRB OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Issuer: Jackson College, Michigan

Name of Bond Issue: 2025 College Facility Bonds (General Obligation - Limited Tax)

Date of Bonds: _____, 2025

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the Issuer's fiscal year ended on _____. It now ends on _____.

JACKSON COLLEGE
STATE OF MICHIGAN

By: _____
Its: President

Dated: _____



APPENDIX C**SIGNIFICANT EVENT NOTICE COVER SHEET**

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: _____

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-payment related defaults
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. _____ Modifications to rights of security holders
8. _____ Bond calls
9. _____ Tender offers
10. _____ Defeasances
11. _____ Release, substitution, or sale of property securing repayment of the securities
12. _____ Rating changes
13. _____ Bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person
14. _____ The consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. _____ Appointment of a successor or additional trustee or the change of name of a trustee
16. _____ Incurrence of a financial obligation of the Issuer or other obligated person
17. _____ Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affect security holders
18. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or other obligated person that reflect financial difficulties
19. _____ Other significant event notice (specify) _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

The MSRB Gateway is www.msrb.org or through the EMMA portal at emma.msrb.org/submission/Submission_Portal.aspx. Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

8.0 Items for Decision

8.3 Board Planning

8.3.5 Line of Credit Reauthorization*

BOARD POLICY: EXECUTIVE LIMITATIONS – EL-04 Financial Conditions
 & Activities

Executive Summary:

Enclosed for your consideration is our annual resolution to authorize a line of credit for Jackson College which would allow us to secure funds for college operations, or to pay previous loans obtained for College operations, under the Community College Act. (The affidavit of posting notice is also enclosed here. This was posted on January 6th by the Chief of Staff.)

Note that I would only make use of this funding for either temporary cash flow purposes, or emergency operational considerations, and would obtain approval from the Board prior to doing so.

Resource Impact:

None

Requested Board Action:

Approval of resolution to re-authorize a line of credit.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.

BOARD RESOLUTION TO ESTABLISH COMMUNITY COLLEGE LINE OF CREDIT

Jackson College, Michigan (the “Issuer”)

A regular meeting of the board of trustees of the Issuer (the “Board”) was held in the Bert Walker Hall of Jackson College, within the geographic boundaries of the Issuer, on the 13th day of January, 2025, at _____ o’clock in the p.m. (the “Meeting”).

The Meeting was called to order by _____, Chairperson.

Present: Trustees

Absent: Trustees None

The following preamble and resolution were offered by Trustee _____ and supported by all Trustees:

WHEREAS:

1. Section 127 of 1966 PA 331, as amended (the “Community College Act”), authorizes this Board to obtain a line of credit to secure funds for college operations or to pay previous loans obtained for college operations under the Community College Act or any other statute; and

2. As security for the proposed line of credit, the Board is authorized to pledge an allocation of fees and charges required to be paid by students enrolling with the Issuer for that fiscal year for repayment of funds received pursuant to the line of credit; and

3. The Community College Act requires that a Line of Credit be subject to the Revised Municipal Finance Act, as amended, (the “Act”); and

4. Five percent (5%) of estimated fiscal year 2023-2024 operating expense is \$ _____; and

5. The process of soliciting bids by publishing a notice of sale in a publication as specified in Section 309(2) of the Act is prohibitively more expensive than soliciting one or more bids.

6. The Issuer has obtained a bid from County National Bank, Hillsdale, Michigan (the “Bank”) to fund the line of credit with a fixed interest rate of six and eight hundred seventy-five (6.875%) per annum, with monthly payments of interest and with principal and then-unpaid interest due at final maturity, with a Bank fee of \$10,000 (the “Bid”).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Based upon expense considerations associated with publishing a notice of sale, as specified in Section 309(2) of the Act, the Board ratifies and affirms the administration solicitation of the Bid from the Bank.

2. This Board does hereby determine that it is in the best interest of the Issuer and its fiscal operation for the calendar year 2024-2025 to accept the Bid of the Bank and to obtain a line

of credit to secure funds for college operations and/or to pay previous loans obtained for college operations.

3. This Issuer shall secure a line of credit with the maximum available borrowing amount of not to exceed Ten Million Dollars (\$10,000,000), or such lesser amount as reduced by a member of the administrative staff or the by Board of Issuer, and shall issue its line of credit obligation (the "Line of Credit") therefor. The Issuer hereby appropriates a sufficient amount of its 2024-2025 fees and charges paid by students enrolling with the Issuer, which amount is expected to be \$ _____, of which \$ _____ has already been received by the Issuer, to repay the principal of and interest on the Line of Credit. In addition, the full faith and credit of the Issuer is hereby irrevocably pledged for payment of the proposed Line of Credit, and in case of insufficiency of fees and charges paid by students enrolling with the Issuer, the Issuer shall pay the Line of Credit as a first budget obligation from any funds legally available therefor, and, if necessary, levy taxes on all taxable property of the Issuer for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations, all pursuant to the Community College Act. That full faith and credit pledge is subordinate to any encumbrances or tax levies pledged or to be pledged for the payment of tax anticipation notes issued or to be issued by the Issuer pursuant to the Act. The Line of Credit shall not be considered the indebtedness of the State of Michigan, and the obligation shall carry a statement to that effect.

4. Said Line of Credit shall be dated as of the date of delivery, shall bear interest on the outstanding balance of any draws against that Line of Credit ("Draws") made by the Issuer from the date of that Draw until that Draw or portion of Draw is paid, at a rate not exceeding six and eight hundred seventy-five thousandths percent (6.875%) per annum on the balance remaining unpaid. The total of all Draws outstanding at any one time against the Line of Credit shall not exceed \$10,000,000. Interest shall be payable to the Registered Owner monthly on the first day of each month during the life of the Line of Credit, until the outstanding Draw amounts are fully paid, in lawful money of the United States of America, at such bank or trust company in the State of Michigan as shall be designated by the original purchaser of the Line of Credit, which paying agent qualifies as such under the statutes of the State of Michigan or of the Federal Government. The principal amount of any Draw shall be due and payable on or before December 30, 2025. In the discretion of the Issuer, principal payments on any Draw occurring before December 30, 2025, may be made in whole or in part. If more than one Draw against the Line of Credit is made, those Draws shall be numbered serially from 1 upwards, and any payments made prior to maturity shall be applied to the Draws in direct numerical order. Draws shall be issued in minimum denominations of \$100,000 or increments of \$1,000 in excess of \$100,000. In the event of repayment of said previous Draws, such repaid amounts shall be available for re-draw, not to exceed in aggregate with other outstanding Draws maximum principal amount of the Line of Credit.

5. The form of the Line of Credit shall be in substantially the form set forth and attached hereto as Exhibit A, as may be modified by the President and Chief Financial Officer, and the form of any Draw against the Line of Credit shall be in the form set forth and attached hereto as Exhibit B, as may be modified by the President or the Chief Financial Officer.

6. A member of either the administrative staff or the Board of the Issuer is hereby authorized and directed to file a certified copy of this resolution with the authorized representative of the Michigan Department of Treasury for and on behalf of the Issuer, along with an application for an order waiving the requirement for a credit rating for the Line of Credit, any other

documentation required by the Michigan Department of Treasury for that purpose, and to pay any applicable fee therefor from the Issuer's General Fund.

7. The Line of Credit and any related Draw shall be executed by the President and Chief Financial Officer of the Issuer. The Board Chair and the Board Vice Chair of the Issuer may sign in the place of either the President or the Chief Financial Officer.

8. The Board acknowledges that the interest on the Line of Credit and the Draws is not exempt from federal income taxation.

9. Within fifteen (15) business days after issuance of the Line of Credit, the Board hereby authorizes and directs the Chief Financial Officer to cause to be filed with the Michigan Department of Treasury any and all documentation required subsequent to the issuance of the Line of Credit. Further, within fifteen (15) business days after any Draw against or payment on the Line of Credit, the Board hereby directs the Chief Financial Officer to file with the Michigan Department of Treasury information required by the Michigan Department of Treasury regarding the same.

10. The President, Chief Financial Officer, Board Chair, and Vice Chair are each further authorized to submit a request for waiver of credit rating in relation to the Line of Credit and execute any documents or certificates necessary to complete the transaction. Any of those officers may designate, in writing, an individual to act in their place with respect to the powers conveyed in this paragraph.

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

Ayes: Trustees

Nays: Trustees

Resolution declared adopted.

Chair, Board of Trustees

The undersigned duly qualified and acting Chair of the Board of Trustees of Jackson College, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, 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, Public Acts of Michigan, 1976, as amended).

Chair, Board of Trustees

CJI/jmw

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
JACKSON COLLEGE
2025 LINE OF CREDIT NOTE**

Rate

**Maturity Date
December 30, 2025**

Date of Original Issue**Registered Owner:****Maximum Principal Amount:**

Jackson College, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, pursuant to this line of credit note (the "Note"), the Maximum Principal Amount specified above, or so much of such sum as shall be advanced from time to time by the Registered Owner hereunder to the Issuer in one or more draws (the "Draws"), payable on or before December 30, 2025, with interest thereon from the date of any Draw until paid, in arrears, on the first business day of each month in which any or all of the Maximum Principal Amount remains outstanding at the Rate specified herein, based on a 360-day year, 30-day month. In the discretion of the Issuer, principal payments on any Draw occurring before December 30, 2025, may be made in whole or in part. This Note and the associated Draws shall be issued in minimum denominations of \$100,000 and in \$1,000 increments in excess of \$100,000.

Draws against this Note are subject to the right of the Issuer to pay the same in whole or in part, without premium or penalty, at any time prior to maturity. The Registered Owner shall permit Draws against this Note at any time and from time to time, prior to December 30, 2025, in such amounts as the Issuer shall request, by delivery of a Request for Disbursement substantially in the form of Attachment A hereto, in denominations of not less than the minimum denomination described herein and not to exceed in aggregate at any time the outstanding Maximum Principal Amount. The Registered Owner shall fund such Draws to the Issuer under this Note on the date of receipt of such Request for Disbursement if received no later than 3:00 p.m. Detroit, Michigan time on a business day, and on the next business day if received after 3:00 p.m. Detroit, Michigan time, provided, in each case, that all of the conditions for such Draw set forth in the Note have been satisfied, and provided that the amount requested shall not cause the total principal amount outstanding under this Note to exceed the Maximum Principal Amount. In the event of repayment of said previous Draws, such repaid amounts shall be available for re-draw, not to exceed in aggregate with other outstanding Draws the Maximum Principal Amount.

This Note and the Draws hereunder are issued under the provisions of Section 127 of Act 331, Public Acts of Michigan, 1966, as amended, and Act 34, Public Acts of Michigan, 2001, as amended, for the purpose of providing money for college operations, or to pay previous obligations incurred for college operations under any statute. The Issuer hereby pledges for the payment of this Note and the Draws hereunder the monies to be received by it from fees and charges paid by students enrolling with the Issuer. As additional security, the Issuer has pledged the full faith, credit, and resources of the Issuer and, in the event of the unavailability or insufficiency of fees and charges paid by students enrolling with the Issuer for any reason, this Note and the Draws thereon are payable from tax levies within the Issuer's constitutional, statutory, and charter limitations or from unencumbered funds of the Issuer. The pledge of the full faith, credit and resources is subordinate to any encumbrances of tax levies pledged for the payment of tax anticipation notes issued or to be issued by the Issuer pursuant to Act 34, Public Acts of Michigan, 2001, as amended. This Note and any Draws thereon shall not be consideration of indebtedness of the State of Michigan.

The Issuer agrees that the Registered Owner has the right to sell, assign, or grant participations or any interest in, any or all of the Note, and that, in connection with this right, but without limiting its

ability to make other disclosures to the full extent allowable, the Registered Owner may disclose all documents and information which the Registered Owner now or later has relating to the Issuer or the Note. However, any such sale, assignment or grant of participation or interest, as well as any re-sale, re-assignment, or re-grant of participation or interest of any level, must be noticed to the Issuer in writing prior to the effective date, and the Registered Owner is solely responsible for compliance with the obligations of Rule 15c2-12 of the Securities and Exchange Commission regarding sale to limited numbers of sophisticated investors.

THIS NOTE IS MADE IN THE STATE OF MICHIGAN AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

THIS LINE OF CREDIT NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MICHIGAN UNIFORM SECURITIES ACT, AS AMENDED, IN RELIANCE UPON EXEMPTION THEREUNDER. ANY RESALE OR OTHER TRANSFER OF THIS LINE OF CREDIT NOTE OR ANY DRAW RELATED THERETO MAY BE MADE ONLY UPON REGISTRATION UNDER SUCH ACTS OR IN AN EXEMPT TRANSACTION UNDER SUCH ACTS AND UPON COMPLIANCE WITH THE CONDITIONS SET FORTH HEREIN AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THOSE ACTS OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

It is hereby certified and recited that all acts, conditions, and things required by law, precedent to and in the issuance of this Note, have been done, exist and have happened in regular and due time and form as required by law, and that the total indebtedness of the Issuer, including this Note, does not exceed any constitutional, statutory, or charter limitation.

IN WITNESS WHEREOF, Jackson College, State of Michigan, by its Board of Trustees, has caused this Note to be signed in the name of the Issuer by its College President and Vice Chair, as of _____, 2025.

Jackson College
State of Michigan

By _____
Daniel J. Phelan
President

And _____
John Globoker
Chief Financial Officer



ATTACHMENT A
REQUEST FOR DISBURSEMENT

The Issuer hereby requests that the Registered Owner fund a Draw to it in the sum of:

\$ _____

pursuant to the \$ _____ Line of Credit Note dated _____, 2025 (the
"Note") for deposit to _____ Bank, account no.
_____.

and in connection therewith the Issuer certifies that after giving effect to the requested Draw the total principal amount of Draws outstanding under the Note will not exceed the Maximum Principal Amount.

Capitalized terms used but not defined herein shall have the meanings set forth in the Note.



**JACKSON COLLEGE
STATE OF MICHIGAN**

By: _____

Dated: _____, 20____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

Approved by: _____

EXHIBIT B

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
JACKSON COLLEGE
DRAW No. ____ AGAINST 2025 LINE OF CREDIT NOTE**

Rate**Maturity Date
December 30, 2025****Date of Original Issue**

**REGISTERED OWNER:
PRINCIPAL AMOUNT:**

Pursuant and subject to the terms and conditions of the associated 2025 Line of Credit Note, dated _____ (the "Note") of Jackson College, State of Michigan (the "Issuer"), the Issuer does hereby draw against the Note (the "Draw") and promises to pay the Registered Owner specified above, or registered assigns, the Principal Amount specified above, payable on or before December 30, 2025, with interest thereon from the date specified above until paid, on the first business day of each month in which any or all of the Principal Amount remains outstanding, at the Rate specified herein based on a 360-day year, 30-day month. Payments of the Principal Amount made before December 30, 2025, may be made in whole or in part in the discretion of the Issuer.

In the event of one or more partial payments of the Principal Amount made before December 30, 2025, the Registered Owner shall surrender this Draw to the Issuer in exchange for a replacement Draw in a new principal amount reflecting the then unrepaid portion of the Principal Amount of this Draw.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Draw and the related Note, have been done, exist and have happened in regular and due time and form as required by law, and that the total indebtedness of the Issuer, including this Draw, does not exceed any constitutional, statutory or charter limitation as of the date hereof.

IN WITNESS WHEREOF, Jackson College, State of Michigan, by its Board of Trustees, has caused this Draw to be signed in the name of the Issuer by its President and Chief Financial Officer, as of _____, 2025.

Jackson College
State of Michigan

By _____
President

And _____
Chief Financial Officer



<p align="center">BOARD OF TRUSTEES MEETING Action & Information Report Board Meeting Date: January 13, 2025</p>
--

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

<p>Subject to be Discussed and Policy Reference: <i>ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?</i></p>
<p>9.0 Consent / Required Approval Agenda 9.1 Special License Application – JC Annual Sportsman Banquet*</p> <p><u>BOARD POLICY:</u> EXECUTIVE LIMITATIONS: EL-05 Asset Protection</p>
<p>Description:</p> <p>Enclosed for your annual review is an application affiliated with the Jackson College Annual Sportsman Banquet on February 8, 2025, held in the Jackson College Fieldhouse.</p> <p>The first is a Special License Application requiring the Board's roll call vote approving the affiliated Resolution.</p> <p>The second is the affiliated Resolution requiring the signature of the Board's Chairperson. I do hope that members will be able to attend these events.</p>
<p>Resource Impact:</p> <p>None</p>
<p>Requested Board Action:</p> <p>Board's approval of the Special License Application Resolution, as well as the signature of the Board's Chairperson on the Resolution.</p>
<p>Action Taken:</p> <p>A record of action(s) taken will be indicated in the minutes for this meeting.</p>



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: P.O. Box 30005, Lansing, MI 48909
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Special License Application

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 1 - Applicant Organization Information

Applicant organization name: Jackson College			
Applicant address: 2111 Emmons Rd.			
City: Jackson		Zip Code: 49201	
Contact name: Rick Smith	Phone: 517-740-9301	Email: smithrichardt@jccmi.edu	
Alternate contact name: Courtney Ivan	Phone: 814-823-3515	Email: civan@jccmi.edu	
1. Has the applicant organization previously received a Special License? <input checked="" type="radio"/> Yes <input type="radio"/> No		Leave Blank - MLCC Use Only	
Michigan organizations must provide current articles of incorporation filed with Michigan Corporations Division. Out-of-state organizations must provide: (a) current articles of incorporation from state of issuance; (b) current certificate of good standing from state of incorporation; and (c) current Certificate of Authority to Transact Business in Michigan issued by the Michigan Corporations Division.			
2. Has the applicant organization been established for one (1) year or longer? <input checked="" type="radio"/> Yes <input type="radio"/> No			
Date the applicant organization was established (month/day/year): 01/01/1928			
3. Is the applicant organization a municipality? <input type="radio"/> Yes <input checked="" type="radio"/> No			

Part 2 - Event Information - For requests at more than one location, submit separate forms for each location.

Address of event location: 2111 Emmons Rd. Jackson, Mich. 49201	
City, township, or village where event will be held: Jackson	County: Jackson <input type="button" value="v"/>
1. Will you submit your completed application at least ten (10) business days before your event? <i>It is strongly recommended that you submit the application as soon as you know the date of your event(s).</i> <input checked="" type="radio"/> Yes <input type="radio"/> No	
2. Do you have permission from the property owner of the location listed above to hold your event(s) on the date(s) listed below (see pages 2-3) at this location? <input checked="" type="radio"/> Yes <input type="radio"/> No	
3. Has the local law enforcement agency with primary jurisdiction over the event location approved this application for a Special License? (See Part 5 on Page 5) <input checked="" type="radio"/> Yes <input type="radio"/> No	
4. Is the event location within 500 feet of a church or school? If Yes, the church or school must consent to the event(s). (See Part 6 on Page 5) <input type="radio"/> Yes <input checked="" type="radio"/> No	
5. Is the event location outdoors or partially outdoors? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, list the exact dimensions of the outdoor area: Submit a clear diagram of the outdoor service area with your application form. <div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; width: 80px; height: 30px; margin-right: 10px;"></div> <div>feet X</div> <div style="border: 1px solid black; width: 80px; height: 30px; margin-right: 10px;"></div> <div>feet =</div> <div style="border: 1px solid black; width: 80px; height: 30px; margin-right: 10px;"></div> <div>square feet</div> </div> <div style="display: flex; justify-content: space-around; margin-top: -10px;"> Width Length </div> Describe type and height of the barrier that will be used to enclose the outdoor area: N.A.	
6. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons: We will have security at the event the whole time and will have another security officer walk through the event at given times of the event.. We will also have ticket limitations on beer.	

7. Is the event location situated in or on state owned land, such as a state park or National Guard armory? ☐ Yes ☒ No
If Yes, attach a copy of your documentary proof of approval to use the state owned land.

8. Is there an existing liquor licensee issued at the event location, such as a Class C or Club license? ☐ Yes ☒ No
If Yes, the existing licensee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)

9. Will the event(s) involve an auction of donated wine? ☐ Yes ☒ No
If Yes, please check "Wine Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special License; beer and spirits cannot be auctioned. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

10. Will marijuana be sold and consumed under a Temporary Marihuana Event License issued by the Cannabis Regulatory Agency (CRA) within the proposed event area where alcoholic liquor will be sold and consumed? ☐ Yes ☒ No

11. Is the event location within the commons area of a Social District? ☐ Yes ☒ No
If Yes, you must obtain written documentation from the local governmental unit, including a clear diagram, that delineates the part of the commons area of the Social District to be used exclusively for your event and the part to be used exclusively by the Social District permittees during the time period for your event pursuant to MCL 436.1551(3). Submit the documentation and the diagram with this application.

12. The applicant organization may request up to twelve (12) Special Licenses total (one Special License per day) in a calendar year. Please complete the information below **for each individual date** for which you are requesting a Special License at this location. **If you are requesting Special Licenses for consecutive days, completely fill out a separate box for each date. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

1	02/08/25	Describe event being held: Annual Sportsman Banquet held in the Jackson College Field House	
	Date		
	5pm 10pm	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

2		Describe event being held:	
	Date		
	Start Time End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
		Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

3		Describe event being held:	
	Date		
	Start Time End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
		Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

4		Describe event being held:	
	Date		
	Start Time End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
		Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

5		Describe event being held:	
	Date		
	Start Time End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
		Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

6		Describe event being held:	
	Date		
	Start Time End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
		Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

12. Special license date information Continued from Page 2.

7	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
8	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
LCC-110 (01-23)				
9	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
10	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
11	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
12	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 3 - Special License Fees - Complete the Special License fee calculation on Page 4

For Organizations established less than one year or are municipalities - a \$50.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$7.50 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

For Organizations established one year or more - a \$25.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$3.75 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

The fees must be paid by check, bank or postal money order, or by credit card, using the attached Credit Card Authorization Form (LCC-300). Checks and money orders should be made payable to **State of Michigan**.

Part 3 Continued - Special License Fees Calculation

Special License Base Fee: <i>(per Special License requested)</i>	25.00	If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses. Make checks payable to: State of Michigan	<i>Leave Blank - MLCC Use Only</i>
x Number of Special Licenses:			
= Special License Fees: <i>MLCC Fee Code: 4008</i>			
+ Sunday Sales Permit (P.M.) Fees: <i>MLCC Fee Code: 4032</i>			
+ Sunday Sales Permit (A.M.) Fee: <i>MLCC Fee Code: 4033</i>			
= TOTAL FEES DUE:	25.00		

Part 4 - Signatures of Applicant Organization's Officers, Witnesses, and Notary

Pursuant to administrative rule R 436.575, the president and secretary of the organization making application shall sign the application and the signatures shall be notarized. Political candidates only need to sign the president section and have it notarized.

By signing below the applicant organization's officers attest that:

We certify that all profits from the sale of beer, wine and/or spirits or from a wine auction will go to the applicant organization and not to any individual. We further certify that any license issued by the Michigan Liquor Control Commission is a contract subject to suspension or revocation by the Commission, that there shall be no liability on the part of the State of Michigan, the Commission, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

We certify that the information contained in this form is true and accurate to the best of our knowledge and belief. We agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. We also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

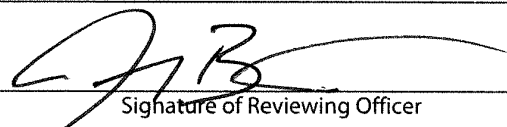
Dan Phelan 517-796-0800

Print Name and <u>Phone Number</u> of President	Signature of President	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	<input type="text"/> Acting in the County of <input type="text"/>	
My commission expires		

Print Name and <u>Phone Number</u> of Secretary	Signature of Secretary	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	<input type="text"/> Acting in the County of <input type="text"/>	
My commission expires		

Part 5 - Local Law Enforcement Approval*

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: <u>Jackson County Sheriff</u>	
Name & title of reviewing officer: <u>Lt. Jeremy Barnett</u>	
Phone number of officer: <u>517 768-7941</u>	Email of officer: <u>jbarnett@mijackson.org</u>
If event will be held on a Sunday, is the sale of alcohol from 7:00am to 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input type="radio"/> No	
If the event will be held on a Sunday, is the sale of alcohol after 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input type="radio"/> No	
I certify that I have reviewed the application of the applicant organization for a Special License and approve the issuance of a Special License by the Michigan Liquor Control Commission at the proposed event location. <div style="float: right; text-align: right;">  Signature of Reviewing Officer <div style="margin-left: 20px;"> <u>11/19/24</u> Date </div> </div>	

Part 6 - Church/School Consent (If Applicable)*

If the event location is located within 500 feet of a church or school, the applicant organization must obtain the consent of the church or school. A church or school within 500 feet of the event location may object based on such the sale of alcohol at the location adversely affecting the church or school's operations. If a proper objection is filed, the Commission shall hold a hearing to determine whether the granting of the application will adversely affect the operation of the church or school.

Name of church or school:	
Address of church or school:	
City:	Zip Code:
Phone number:	Email:
Name of clergy member or superintendent:	
I, the authorized representative of the above named church or school, state that the church or school has no objection to the issuance of a Special License to the applicant organization at its proposed event location. <div style="float: right; text-align: right;"> _____ Signature of Clergy Member or Superintendent <div style="margin-left: 20px;"> _____ Date </div> </div>	

***Please note: the Commission has the sole and only right to approve or deny this request for a Special License.**

Part 7 - Existing On-Premises Licensee Escrow Request (If Applicable)

If the event location is currently licensed with an on-premises license, the licensee must request that its license be placed into escrow for the date(s) and time(s) of the Special Licenses issued for use at the event location requested on this application. If the existing license would prefer to temporarily drop space from its licensed premises, it must submit a letter to the Commission requesting to drop space temporarily from its licensed premises during the event date(s) and time(s), accompanied by a diagram showing the area where the license will temporarily drop space from its licensed premises to accommodate the applicant organization.

Name of licensee:	Business ID Number:
Type of license held at this location (e.g. Class C, Club, Tavern, etc.):	
Phone number:	Email:
Name of authorized signer for licensee:	
I, the authorized signer, for the above named on-premises licensee, request that the licensee's licenses at this location be placed into escrow during the date(s) and time(s) specified for the Special Licenses issued for use at this location. <div style="float: right; text-align: right;"> _____ Signature of Authorized Signer for Licensee <div style="margin-left: 20px;"> _____ Date </div> </div>	



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: P.O. Box 30005, Lansing, MI 48909
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a ☐ Regular ☐ Special meeting of the ☐ Membership ☐ Board of Directors

called to order by _____ on _____ at _____
(Date) (Time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(Name of Organization)

for a Special License to serve alcohol on _____
(Event Date or Dates)

to be located at _____
(Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be _____ for issuance.
(Recommended or Not Recommended)

Approval Vote Tally

Yeas: _____

Nays: _____

Absent: _____

Certification by Authorized Officer of Organization:

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

☐ Membership ☐ Board of Directors at a ☐ Regular ☐ Special meeting held on _____
(Date)

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Mailing Address: P.O. Box 30005, Lansing, MI 48909
 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC Use Only)

Wine Auction Special License Wine Donation Record

List the name and address of each person that has donated wine to the applicant organization for the wine auction and list the brand(s) and quantity donated. The applicant organization shall not accept donations of wine from a business licensed by the Michigan Liquor Control Commission. An authorized officer of the applicant organization must sign this donation record form.

Applicant organization:			Wine auction date:
Donor Name	Donor Address	Wine Brand(s) Donated	Quantity Donated

Signature of Authorized Officer

I hereby certify that all persons listed above have donated wine to the applicant organization listed above for this wine auction, to be conducted pursuant to the Michigan Liquor Control Code, MCL 436.1527. The persons listed above have donated wine to the applicant organization as individuals and not for or on behalf of any retail or nonretail business licensed by the Michigan Liquor Control Commission.

 Print Name of Authorized Officer

 Signature of Authorized Officer

 Date



**Michigan Department of Licensing and Regulatory Affairs
Finance and Administrative Services
Revenue Services**

LARA Revenue Services **is not** a part of the Michigan Liquor Control Commission (see note below).

Credit Card Authorization Form

**** FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 ****

**** DO NOT EMAIL OR MAIL THIS FORM ****

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

*** IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED ***

Name on Card: Jackson College/ Richard Smith

Payment Amount: 25.00

Billing Address: 2111 Emmons Rd.

Card Number: 5569 2000 0097 2529

City: Jackson State: Mi. Zip Code: 49201

Check One:

Phone: 517-740-9301

☒ MasterCard ☐ Visa ☐ Discover ☐ American Express

Email: smithrichardt@jccmi.edu

Security Code/CVV Code: 101

Applicant/Licensee Name:

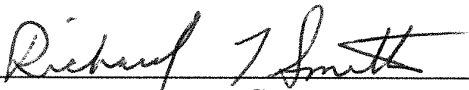
Request or Business ID #:

Expiration Date: 08/26

Jackson College

Payment is for:

Special Liquor License


Signature

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

Credit Card Payment Itemization:

Fee Type	Fee Amount	MLCC Fee Code
<input type="checkbox"/> Inspection Fee(s):		4036
<input checked="" type="checkbox"/> Special License Fee(s):	\$25.00	4008
<input type="checkbox"/> Temporary Authorization Fee:		4037
<input type="checkbox"/> License Renewal Fee(s):		4004
<input type="checkbox"/> Manufacturer License(s):		4038
<input type="checkbox"/> Wholesaler License(s):		4085
<input type="checkbox"/> New Retailer License(s):		4012
<input type="checkbox"/> Transfer Retailer License(s):		4034
<input type="checkbox"/> Conditional License		4012
<input type="checkbox"/> New Add Bar <input type="checkbox"/> Transfer Add Bar:		4012/4034
<input type="checkbox"/> Sunday Sales Permit (AM):		4033
<input type="checkbox"/> Sunday Sales Permit (PM):		4032
<input type="checkbox"/> Catering Permit:		4031

LARA Revenue Services **is not** a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. **Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.**

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

10.0 Monitoring CEO Performance

10.1 EL-07 Compensation & Benefits – Evidence Review*

BOARD POLICY: EXECUTIVE LIMITATIONS: EL-07 Compensation & Benefits

Description:

Enclosed for your review is the evidence (i.e., Monitoring Report) for EL-07 Compensation & Benefits.

You will note that my report indicates Full Compliance according to previously established and approved interpretations.

I will respond to any questions you have about the report.

Thank you for your consideration of this monitoring report.

Resource Impact:

None

Requested Board Action:

Board assessment of the report for Policy EL-07 Compensation & Benefits for evidence of full compliance with a reasonable interpretation of the policy.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



Jackson College Board of Trustees

Monitoring Report: EL – 07 Compensation & Benefits

[FULL COMPLIANCE]

Note: Board Policy is indicated in bold typeface throughout the report.

I present this monitoring report to the Jackson College Board of Trustees which addresses the Board's Policy EL-07: "Compensation & Benefits". I certify that the information contained herein is true and represents compliance, within a reasonable interpretation of the established policy, unless specifically stated otherwise below. Please note that all of my interpretations of the policy remain unchanged from the previous report, unless otherwise noted.

01.13.25

Daniel J. Phelan, Ph.D.
President and CEO

Date

POLICY STATEMENT:

With respect to employment, compensation and benefits to employees, consultants, independent contractors and volunteers, the CEO shall not cause, or allow jeopardy to the College's fiscal integrity or public image.

Further, without limiting the scope of the above statement by the following list, the CEO shall not:

- 1. Change his/her own compensation and benefits.**

INTERPRETATION:

Compliance will be demonstrated when:

- a) The CEO's compensation amount has been verified by the Chief Financial Officer (CFO) and matches the approved amounts established by the Board as noted in the CEO's contract.
- b) The CEO's ordinary and necessary expenses match his employment contract as verified by the CFO.

This interpretation is reasonable because internal controls are used for verification.

EVIDENCE:

- a) On 12.11.24 the CFO verified the compensation amount for the President and CEO for the period of September 2023 through August 2024 follows the signed Employment Agreement.
- b) On 12.11.24, the CFO confirmed that the President and CEO's ordinary and necessary expenses, which have been reimbursed or paid for by the College, match the Employment Agreement.

2. Establish current compensation and benefits that deviate materially from the geographic or professional market for the skills employed.

INTERPRETATION:

Compliance will be demonstrated when:

- a) Prior to the time of contract negotiations, the College conducts a comparison with other community colleges in the State for salaries and benefits.
- b) The College's Chief Operating Officer (COO) and Director of Human Resources are members of the Michigan Community College Human Resource Association (MCCHRA) and intentionally engage compensation review with the Association.
- c) The CEO and the COO annually review salary and compensation secondary data from external sources which can provide normative data from a national perspective.

This interpretation is reasonable because institutional benchmarking is done to provide comparison data.

EVIDENCE:

- a) The COO confirmed on 11.21.24 that no contract negotiations occurred during this reporting period. Relatedly, a comparison with other community colleges in the State for salaries and benefits was conducted by the Director of Human Resources.
- b) The COO confirmed on 11.21.24 that she and the Director of Human Resources are current members of the MCCHRA.
- c) On 11.21.24, the COO confirmed that a review of salary and compensation secondary data, obtained from the annual survey of the Chronicle of Higher Education, and the League for Innovation, was conducted.

2.1. Establish or change salary schedules and plans prior to monitoring to ensure compliance with the criteria in this policy.

INTERPRETATION:

Compliance will be demonstrated when:

- a) Salary ranges for administrators are prepared annually by the CEO and the COO. Salary ranges within classifications for faculty and staff are

established by the bargaining process with both unions.

- b) Any changes in salary ranges during the monitoring period are so noted in the monitoring report.

This is reasonable because the Board can compare the monitoring report from the current and fiscal year to note any variation.

EVIDENCE:

- a) On 11.21.24, the COO confirmed that salary schedules have been established as part of the bargaining process with both unions operating at the College.
- b) On 11.21.24, the COO confirmed that salary schedules have been changed for cost of living of adjustments, with performance pay bonuses, as negotiated during this period's monitoring.

3. Establish or change compensation and benefits that deviate from the current collective bargaining agreements.

INTERPRETATION:

Compliance will be demonstrated when:

- a) The College CFO and Director of Finance confirms that all employees who are part of the collective bargaining agreements, have been paid consistently with the most recent contract.

This is reasonable because payment of benefit and salaries are agreed upon within the contract and are verifiable through the payroll register.

EVIDENCE:

- a) On 12.11.24 the CFO confirmed that all employees of Jackson College are paid on a bi-weekly basis. Payroll is balanced, reviewed, and approved on a per-payroll basis. The Business Office utilizes a control sheet that tracks both permanent and temporary payroll adjustments for every employee.

3.1. Finalize negotiated collective agreements which exceed parameters established by the Board of Trustees.

INTERPRETATION:

Compliance will be demonstrated when:

- a) The Board's attorney confirms that the negotiated agreement is within the negotiating parameters established by the Board of Trustees to the CEO.

This interpretation is reasonable because legal counsel has reviewed the bargaining agreement and reports their observations to the Board of Trustees.

EVIDENCE:

- a) On 11.21.24, the College's attorney for contract negotiations confirmed that the negotiated agreement is consistent with the negotiating parameters established by the Board of Trustees.

4. Create obligations over a longer term than revenues can be safely projected.

INTERPRETATION:

Compliance will be demonstrated when:

- a) The CFO confirms that compensation and benefits agreed to, within the letters of appointment for administrators and obligations created under union agreements, do not exceed the forecasted budget for the term of the agreement.

This interpretation is reasonable because there are internal controls in place that are verified by the CFO.

EVIDENCE:

- a) On 12.11.24 the CFO confirmed that during the budgeting process, management considers salary and benefit projections based on the employee's current and expected pay, as determined by the appropriate letters of appointment and union agreements. The CEO is required to present a balanced budget each fiscal year to the Board of Trustees for consideration.

5. Change retirement benefits such that the provision Introduce retirement benefits beyond what is currently offered (MPSERS, the ORP and Emeriti)

INTERPRETATION:

Compliance will be demonstrated when:

- a) The COO confirms that there are no new retirement benefit programs beyond that which were offered over the previous 12 months.

This interpretation is reasonable because the Board is able to compare benefits programs from year to year via monitoring reports.

EVIDENCE:

- a) On 11.21.24, the COO confirmed no new retirement benefits have been implemented during this monitoring period.

6. Promise or imply permanent or guaranteed employment.

6.1 Employ Administrators under a contract in excess of two years' duration.

6.2 No College employee, with the exception of the College CEO or their official designee, is permitted to extend an offer of employment to any candidate or non-employee.

INTERPRETATION:

Compliance will be demonstrated when:

- a) All administrators are issued a letter of appointment in June for no more than two years.
- b) No one has been offered College employment beyond the standard protocol employed by the HR office, and as described in 6.2.

This interpretation is reasonable because it is verifiable through human resources records and is consistent with best practice in the higher education industry.

EVIDENCE:

- a) On 11.21.24, the COO confirmed all letters of appointment for salaried employees were issued for a one-year time period.
- b) On 11.21.24, the COO confirmed that no members of Executive Administration have been issued a two-year letter of agreement, but rather only one-year letters of agreement for this monitoring period.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference: <i>ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?</i>
10.0 Monitoring CEO Performance 10.2 EL-09 Organization Culture – Evidence Review* <u>BOARD POLICY:</u> EXECUTIVE LIMITATIONS: EL-09 Organization Culture
Description:
Enclosed for your review is the evidence (i.e., Monitoring Report) for EL-09 Organization Culture. You will note that my report indicates <u>Full Compliance</u> according to previously established and approved interpretations. I will respond to any questions you have about the report. Thank you for your consideration of this monitoring report.
Resource Impact:
None
Requested Board Action:
Board assessment of the report for Policy EL-09 Organization Culture for evidence of full compliance with a reasonable interpretation of the policy.
Action Taken:
A record of action(s) taken will be indicated in the minutes for this meeting.



Jackson College Board of Trustees

Monitoring Report: EL – 09 Organization Culture

[FULL COMPLIANCE]

Note: Board Policy is indicated in bold typeface throughout the report.

I present this monitoring report to the Jackson College Board of Trustees which addresses the Board's Policy EL-09: "Organization Culture". I certify that the information contained herein is true and represents compliance, within a reasonable interpretation of the established policy, unless specifically stated otherwise below. Please note that all of my interpretations of the policy remain unchanged from the previous report, unless otherwise noted.

01.13.25

Daniel J. Phelan, Ph.D.
President and CEO

Date

POLICY STATEMENT:

The CEO shall not permit an organizational culture that lacks a high degree of integrity at all levels of the organization.

Further, without limiting the scope of the above by the following list, the CEO shall not:

- 1. Operate without an enforced internal Code of Ethics, of which all employees are made aware, that clearly outlines the rules of expected behavior for employees.**

INTERPRETATION:

Compliance will be demonstrated when:

- a) There is evidence that the College not only has a Jackson College Code of Ethics policy that is current and accessible to anyone, but that all employees have annually affirmed their compliance with same.
- b) Notices from Vector Solutions, a web-based training tool that includes safety and compliance topics, have been sent to all employees and a minimum of 95% of employees having completed the training.

This interpretation is reasonable because it follows industry best practices, and further that the Vector Solutions system has built in systems to determine if training is indeed completed.

EVIDENCE:

- a) The Chief Operating Officer (COO) confirmed on 11.21.24 that the [Jackson College Code of Conduct and Ethical Practices](#) is accessible on the College website under Jackson College Policies. All Jackson College employees are required to review the policy annually in the Vector Solutions through an on-line training tool with system data revealing the level of participation.
- b) The Director of Compliance/Deputy Title IX Coordinator confirmed on 12.03.24 that 98% of employees have completed the annual training for the Jackson College Code of Conduct and Ethical Practice policy within the past year.

2. Permit employees and others to be without a mechanism for confidential reporting, independent of the College, of alleged or suspected improper activities, without fear of retaliation.

INTERPRETATION:

Compliance will be demonstrated when:

There are multiple mechanisms for confidential reporting of incidents that implicate the CEO, or Trustee, to the Board Chair, Vice Chair or to the Board Attorney, who reports directly to the Board.

- a) There is a 24/7/365 tool with clear processes in place for employees to register a concern, and for reporting and investigating allegations of suspected improper activities, which include but are not limited to: financial irregularities as well as dishonest, deceitful, fraudulent or criminal acts, and other violations of federal and/or state legislation.
- b) There is a 24/7/365 system in place that, for those incidents that do not implicate the CEO, and in which case there is a conflict, and a direct reporting relationship between the person conducting the investigation, and the person alleged to have engaged in improper activities, for safe reporting.
- c) There is a policy and documentation in place that notifies employees, that if they make false claims or allegations that prove to be unsubstantiated, and which prove to have been made maliciously, or knowingly to be false, these shall be viewed as a serious offence and shall be subject to disciplinary action, including termination from employment.
- d) There is a policy and documentation in place that ensures that no employee will be adversely affected because the employee refuses to carry out a directive which would result in an improper, illegal, immoral, or unethical activity.

This interpretation is reasonable because of verifiable policy and procedural mechanisms in place to ensure employees/others can report confidentially. It is also consistent with higher education practices nationally.

EVIDENCE:

- a) The COO confirmed on 11.21.24 that a [reporting form](#) is accessible on the Board of Trustees webpage to anonymously report allegations of suspected improper activities and that this information is communicated to employees and students. All complaints made via this reporting tool go directly to the college's legal counsel.
- b) The COO confirmed on 11.21.24 that a 24/7/365 reporting tool, [tip 411](#), is accessible on the college's website. In addition, a new reporting tool, Vector Solutions LiveSafe App, has been implemented to submit suspicious activity. This information is communicated to students and employees.
- c) The Director of Human Resources confirmed on 11.21.24 that the [Jackson College Code of Conduct and Ethical Practice policy \(#3107\)](#) indicates that the violation of this practice may result in disciplinary action, up to and including suspension without pay or termination of employment.
- d) The Director of Human Resources confirmed on 11.21.24 that the [Jackson College Code of Conduct and Ethical Practice policy \(#3107\)](#) indicates the requirement to comply with legal and regulatory requirements, with many requirements also noted in the College's Values and Beliefs Statement.

3. Cause or allow research involving either human subjects or animals that does not adhere to generally accepted ethical principles and policy.

INTERPRETATION:

Compliance will be demonstrated when the College has a published policy and guidelines in place to distribute to individuals wishing to conduct research regarding the use of human cadavers, human subjects or animals.

This interpretation is reasonable because such practice is consistent with common methods employed in the higher education and research community.

EVIDENCE:

On 12.11.24, the Chief Strategy and Institutional Research Officer confirmed that the College has an Institutional Review Board (IRB) policy that addresses this type of research work.

3.1. Permit potential researchers to be without readily available guidelines for ethical research and assistance in identifying and solving ethical problems.

INTERPRETATION:

Compliance will be demonstrated when, in such cases that research is conducted at Jackson College, that prior approval by the College's Institutional Review Board (IRB) includes submission of ethical guidelines for all research work.

This interpretation is reasonable given that such practice is consistent with common methods employed in the higher education and research community.

EVIDENCE:

The College has established an Institutional Review Board (IRB), as previously noted, that ensures the use of ethical practices in research requests. The Chief Strategy and Institutional Research Officer confirmed on 12.11.24 that two requests were made and approved during this reporting period, and that these requests did comply with the stated ethical guidelines.

3.2. Permit research that has not been subject to independent ethical review.

INTERPRETATION:

Compliance will be demonstrated when the College has an established Institutional Review Board which is used for independent, ethical review of all research work involving humans or animals.

This interpretation is reasonable because it establishes standard higher education and research internal controls to ensure the policy and guidelines are followed.

EVIDENCE:

The College has established an Institutional Review Board, as previously noted. The Chief Strategy and Institutional Research officer confirmed on 12.11.24 that two requests were made and approved during this reporting period, which were subject to independent, ethical review via the IRB.

4. Operate without an annual assessment or methodology of determining organizational cultural health.

INTERPRETATION:

Compliance will be demonstrated when the College offers an annual assessment or methodology of determining organization cultural health during the regularly scheduled monitoring of this policy. The findings of this assessment are considered and advanced where appropriate.

This interpretation is reasonable because an annual assessment or methodology of determining organizational cultural health is provided annually as requested.

EVIDENCE:

The College regularly engages the services of Belk Center for Community College Leadership and Research, based at the University of North Carolina, to benchmark Jackson College against community colleges nationally by learning directly from employees about how they perceive, and experience, their work at the College through an instrument called the PACE Survey. The survey was last conducted in Fall 2023, and the results were shared with the College.

January through March 2024, a group of staff, faculty, leadership, and administrators worked together alongside the Workforce Focus Committee to review the data from the 2022 and 2020 PACE Surveys at the direction of the President. This focused effort is centered on two recurring themes identified as areas for improvement: 1) how to make employees feel more valued, and 2) how to create more opportunities for growth. These themes had emerged consistently in previous survey results.

As a result of this collaborative work, the President's Office, in conjunction with the PACE Survey Group, piloted several enhancements designed to address these themes.

In August 2024, a 6-month check in survey was conducted of employees gauging the success of the new initiatives focused on if the initiatives were helping them feel more valued, at the conclusion of the survey the PACE focus group provided President Phelan with suggestions for further changes. Long term goals were also added to next year's Strategic agenda as tactics. This cadence for review, evaluation and recommendation will continue for the 2024 survey as well.

November 2024 the PACE survey launched again and closed on December 6th. Throughout that month, multiple opportunities for employees to step away from their desks and take the survey were organized across campus.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

10.0 Monitoring CEO Performance

10.3 CEO Monitoring Compliance Schedule & Summary

BOARD POLICY: BOARD-CEO DELEGATION: BCD-04 Monitoring CEO Performance

Description:

Enclosed is the report that provides the monitoring compliance schedule, as well as an updated summary of my monitoring compliance reports, presented to the Board over the preceding 12 months with the compliance status noted.

When 'partial compliance' is indicated, the expected date of full compliance is noted. Oftentimes, this is due to factors beyond my control (i.e., timing of data or other documentation).

Requested Board Action:

Discussion surrounding the CEO's compliance review.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



President/CEO Monitoring Report Compliance

Jackson College

Policy	Date Monitoring Report Presented	Presented as Compliant? Yes/No Partial	Deficient Items?	Expected Date for Full Compliance	Date Deficiencies corrected	Extenuating Circumstances	Board's Formal Judgement
EN – 01 (#1-3) Board's ENDS	8.14.24	Yes	8.14.23: Future monitoring of this report will reflect what <i>increase</i> there has been in the number of learners that complete degrees and obtain industry recognized credentials of value in the workplace.	n/a	n/a	n/a	Compliant 8.12.24
EN – 01 (#4) Board's ENDS	9.9.24	Yes	8.14.23: Future monitoring of this report will reflect what <i>increase</i> there has been in the number of learners that complete degrees and obtain industry recognized credentials of value in the workplace.	n/a	n/a	n/a	Compliant 9.9.24
EN – 01 (#5) Board's ENDS	10.14.24	Yes	8.14.23: Future monitoring of this report will reflect what <i>increase</i> there has been in the number of learners that complete degrees and obtain industry recognized	n/a	n/a	n/a	Compliant 10.14.24



President/CEO Monitoring Report Compliance

Jackson College

			credentials of value in the workplace.				
EL – 00 General Executive Limitations	8.12.24	Yes	n/a	n/a	n/a	n/a	Compliant 8.12.24
EL – 01 Treatment of Learners	10.14.24	Yes	n/a	n/a	n/a	n/a	Compliant 10.14.24
EL – 02 Treatment of Staff	10.14.24	Yes	n/a	n/a	n/a	n/a	Compliant 10.14.24
EL – 03 Planning	6.10.24	Yes		n/a	n/a	n/a	Compliant 6.10.24
EL – 04 Financial Conditions & Activities	11.04.24	Yes	n/a	n/a	n/a	n/a	Compliant 11.4.24
EL – 05 Asset Protection	5.13.24	Yes	n/a	n/a	n/a	n/a	Compliant 5.13.24
EL – 06 Investments	5.13.24	Yes	n/a	n/a	n/a	n/a	Compliant 5.13.24
EL – 07 Compensation and Benefits	1.13.25	Yes	n/a	n/a	n/a	n/a	Compliant 1.8.24
EL – 08 Communication	11.4.24	Yes	n/a	n/a	n/a	n/a	Compliant 11.4.23



President/CEO Monitoring Report Compliance

Jackson College

& Support to the Board							
EL – 09 Organization Culture	1.13.25	Yes	n/a	n/a	n/a	n/a	Compliant 1.8.24
EL – 10 Access to Education	2.12.24	Yes	n/a	n/a	n/a	n/a	Compliant 2.12.24
EL – 11 Entrepreneurial Activity	3.11.24	Yes	n/a	n/a	n/a	n/a	Compliant 3.11.24
EL – 12 Land Use	4.15.24	Yes	n/a	n/a	n/a	n/a	Compliant 4.15.24
EL – 13 Use of Artificial Intelligences & Machine Learning							



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

11.0 Monitoring Board Performance

11.1 GP-13 Special Rules of Order – Board Survey Review

BOARD POLICY: GOVERNANCE PROCESS: GP-13 Special Rules of Order

Description:

As part of Policy Governance practice, the Board completes a Self-Evaluation Survey of Governance Process and Board CEO Delegation policies following the month the respective policy is reviewed.

The intention is effort to assist Members in assessing the Board's compliance with Governance Process and Board CEO Delegation policies. The Board Chair will lead discussion at the meeting to consider aggregate responses from members and insights obtained from the compilation, relative to amending the policy in question, as well as points for consideration in future policy development and review.

Enclosed are the results to help guide the board's discussion.

Resource Impact:

None

Requested Board Action:

Review of the results to determine compliance with policy statements and any changes that might be needed.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



Jackson College Board of Trustees

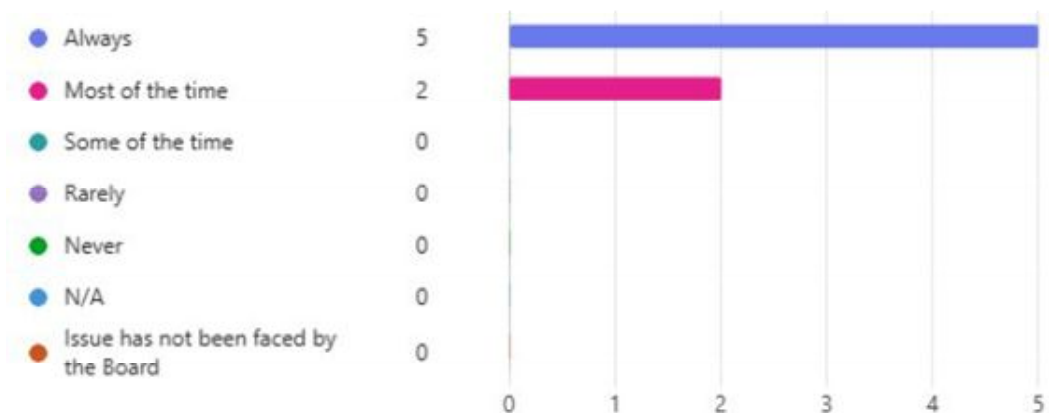
BOARD SELF-MONITORING SURVEY RESULTS: GP-13 Special Rules of Order DATE: 01.08.25

1. *Number of Responses: 7*

2. *Policy opening statement:*

The Jackson College Board of Trustees meetings will be conducted in an orderly, effective process, led and defined by the Board Chair/Chief Governance Officer (CGO).

Have we acted consistently with this item of policy?

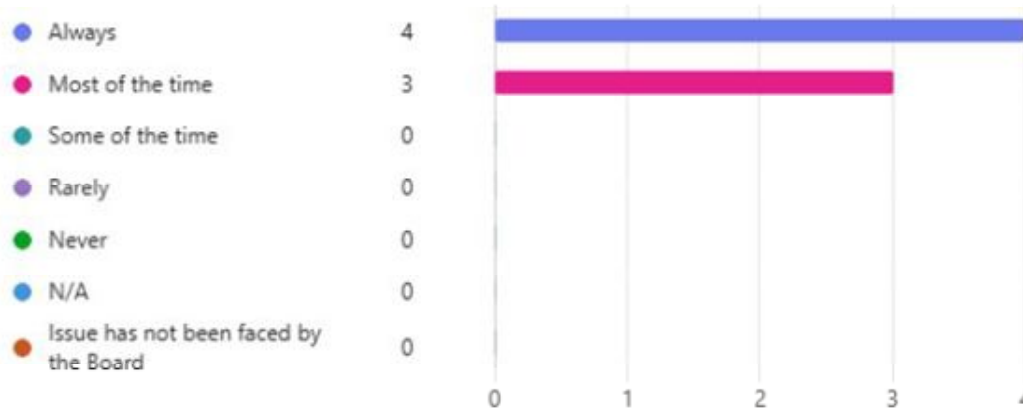


3. Provide specific representative examples to support your above response when applicable.

- N/A

4. *1.0 All by-law obligations respecting Board meetings must be satisfied.*

Have we acted consistently with this item of policy?

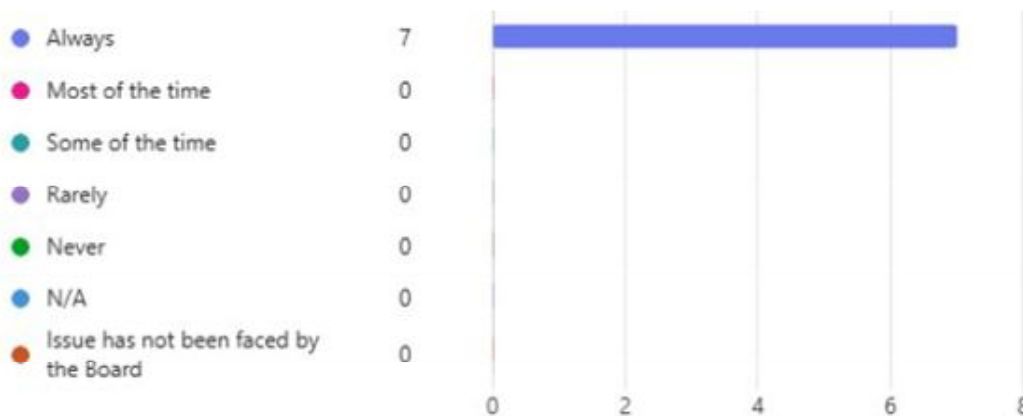


5. Provide specific representative examples to support your above response when applicable.

- N/A

6. ***2.0 Board meetings shall be called to order at the time specified in the notice of meeting and upon satisfaction of quorum.***

Have we acted consistently with this item of policy?

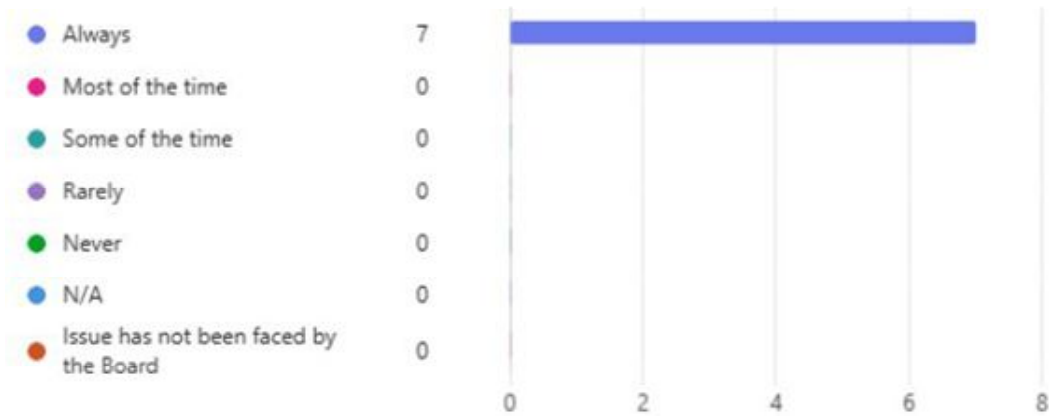


7. Provide specific representative examples to support your above response when applicable.

- N/A

8. **3.0 Trustees will not present an item for action or discussion at a Board meeting if it is not on the agenda, unless otherwise approved by a majority vote of the Board.**

Have we acted consistently with this item of policy?

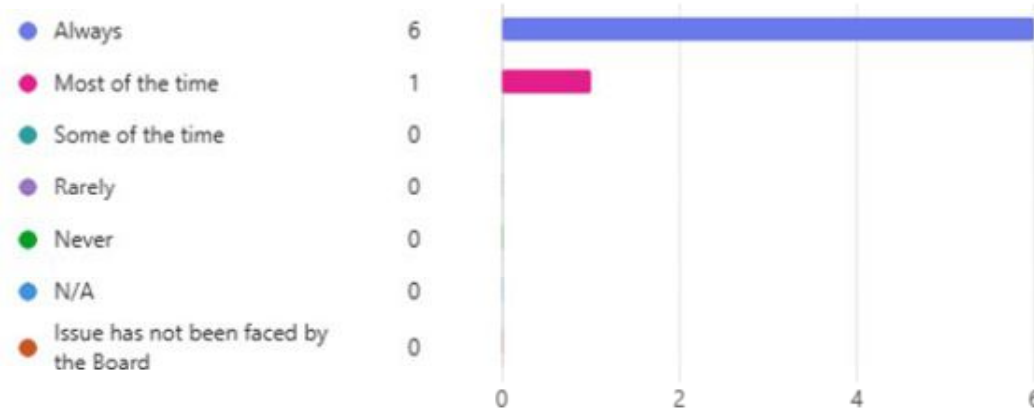


9. Provide specific representative examples to support your above response when applicable.

- N/A

10. **4.0 Meeting order and decorum shall be maintained and all members treated with dignity, respect, courtesy, and fairness during discussion and debate and in all other respects.**

Have we acted consistently with this item of policy?

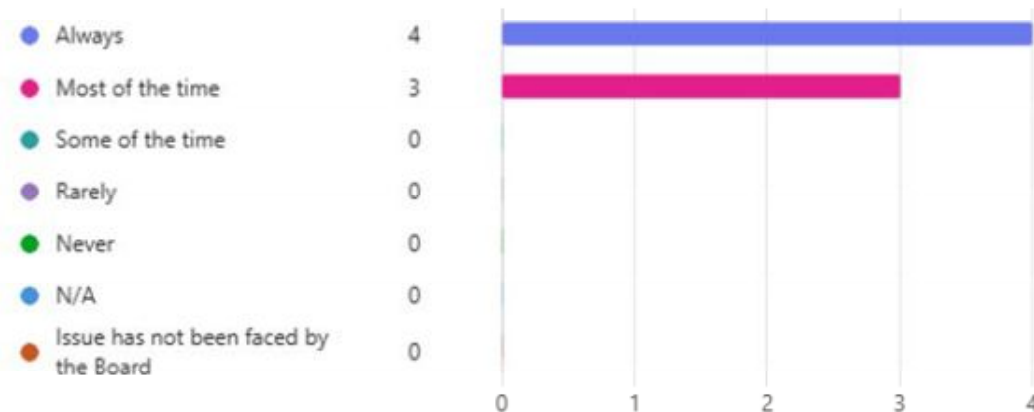


11. Provide specific representative examples to support your above response when applicable.

- N/A

12. **5.0 Trustees must keep their comments relevant to the issue under consideration.**

Have we acted consistently with this item of policy?

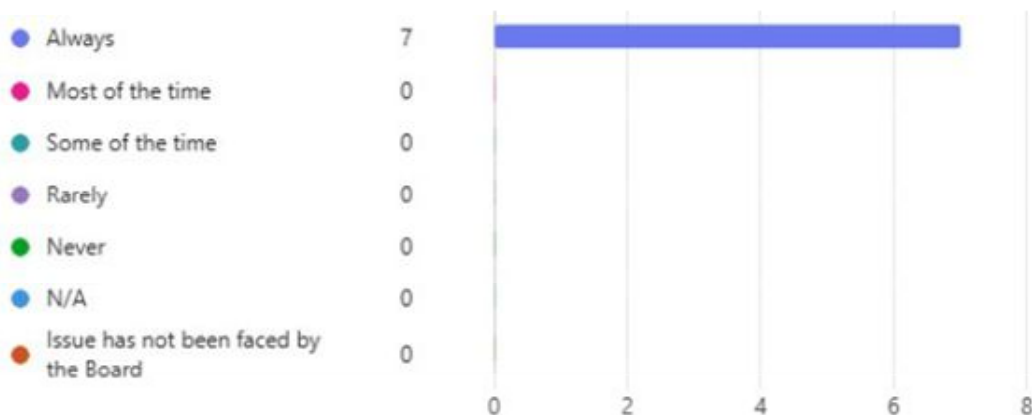


13. Provide specific representative examples to support your above response when applicable.

- N/A

14. **6.0 Board meetings will be conducted at a level of informality considered appropriate by the Board Chair.**

Have we acted consistently with this item of policy?

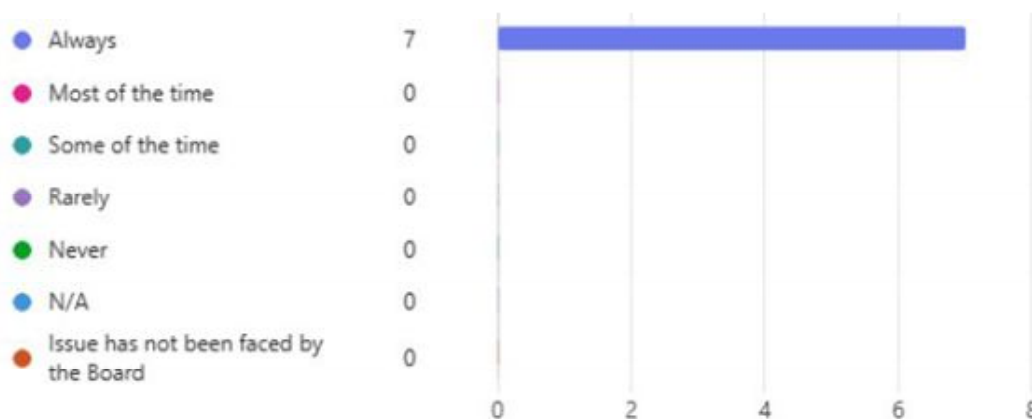


15. Provide specific representative examples to support your above response when applicable.

- N/A

16. **7.0 Proposals that the Board take action, or decide a particular matter, shall be made by main motion of a Trustee, discussed, and then voted on. Motions do not require a second to proceed to discussion and subsequent vote.**

Have we acted consistently with this item of policy?

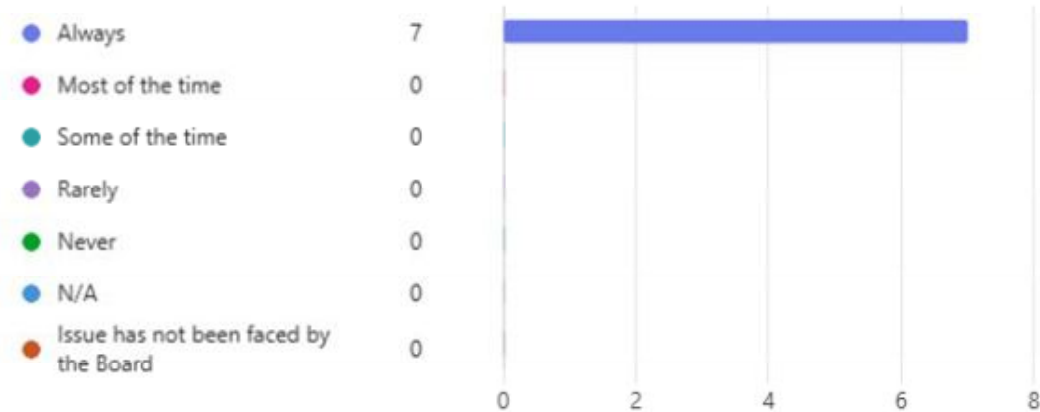


17. Provide specific representative examples to support your above response when applicable.

- N/A

18. **7.1 The Chair may, to the same extent as any Board member, make motions, engage in debate, or vote on any matter to be decided.**

Have we acted consistently with this item of policy?

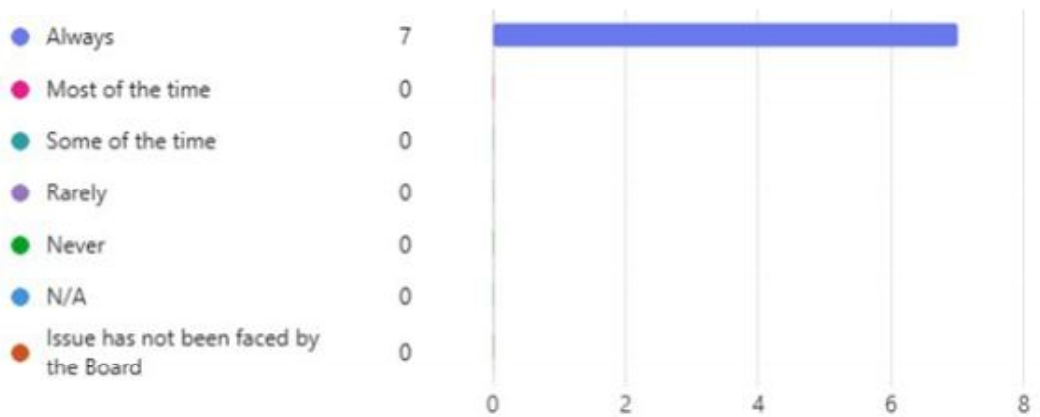


19. Provide specific representative examples to support your above response when applicable.

- N/A

20. **7.2 A motion to amend a main motion may be amended, but third level amendments are out of order.**

Have we acted consistently with this item of policy?

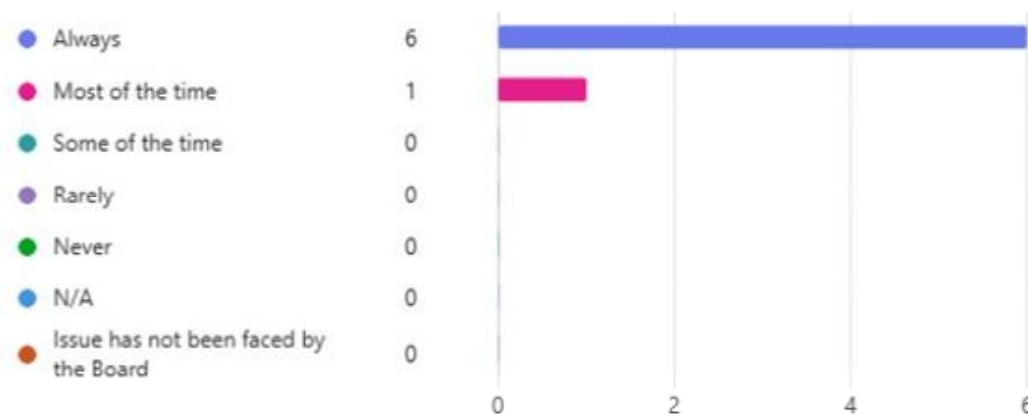


21. Provide specific representative examples to support your above response when applicable.

- “Yes as a strict rule of interpretation but ultimately may depend on how the chair decides to deal with the amendment if is “friendly” or not, for example.”

22. **7.3 A motion to refer to a committee, postpone, or table, may be made with respect to a pending main motion, and if carried shall set the main motion (the initial proposal) aside accordingly.**

Have we acted consistently with this item of policy?

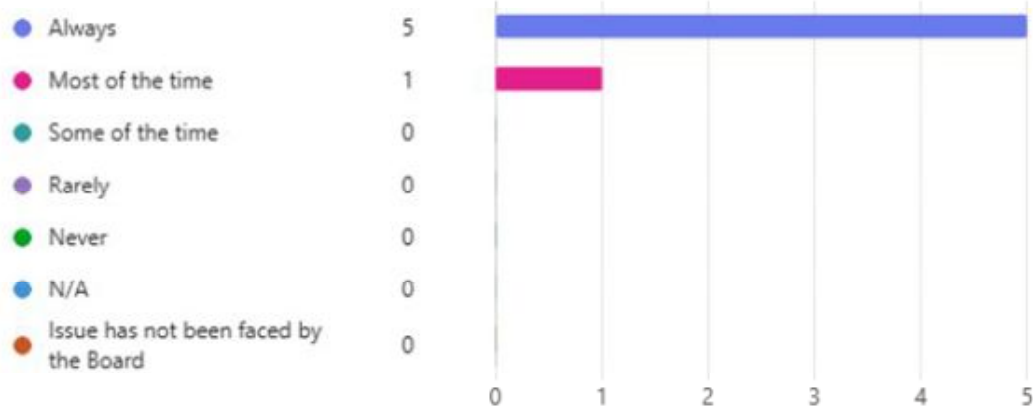


23. Provide specific representative examples to support your above response when applicable.

- N/A

24. **8.0 Trustees may speak to a pending motion on as many occasions, and at such length, as the Chair may reasonably allow.**

Have we acted consistently with this item of policy?

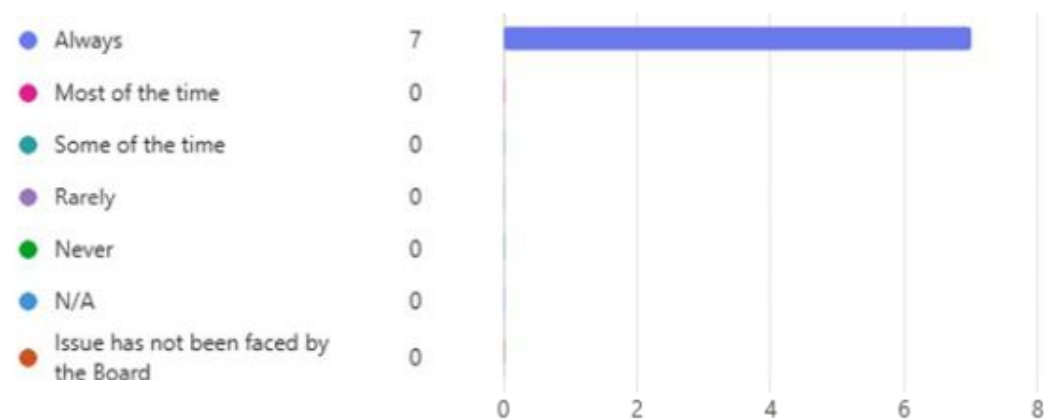


25. Provide specific representative examples to support your above response when applicable.

- N/A

26. **9.0 A vote on a motion shall be taken when discussion ends but any Trustee may, during the course of debate, move for an immediate vote (close debate) which, if carried, shall end discussion and the vote on the main motion shall then be taken.**

Have we acted consistently with this item of policy?

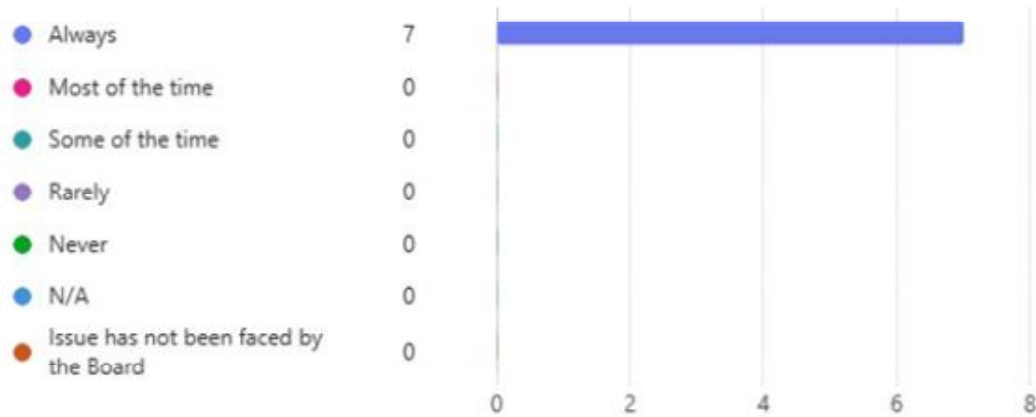


27. Provide specific representative examples to support your above response when applicable.

- "According to Robert's Rule or Order."

28. **10.0 A majority vote will decide all motions before the Board excepting those matters in the by-laws which oblige a higher level of approval.**

Have we acted consistently with this item of policy?

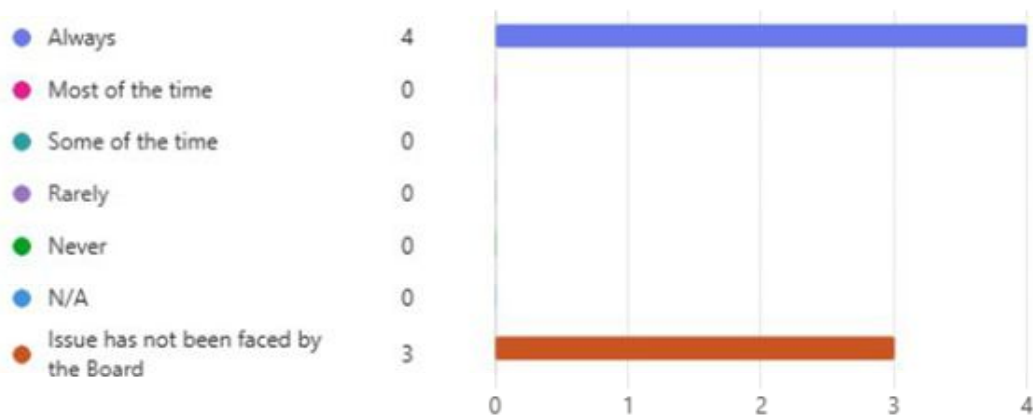


29. Provide specific representative examples to support your above response when applicable.

- N/A

30. **10.1 A decision to discontinue the Board's use of Policy Governance can occur only by a supermajority (i.e., Two-thirds) vote of the entire Board (i.e., Five members of the Board).**

Have we acted consistently with this item of policy?

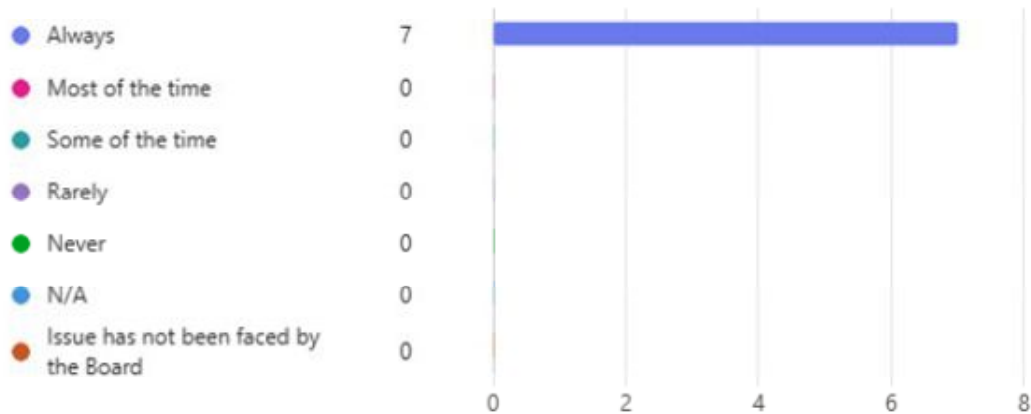


31. Provide specific representative examples to support your above response when applicable.

- N/A

32. **11.0 Board decisions about policies and revisions to policies will be considered first by the Board members assigned for pre-review of the policies, with the second reading occurring during the actual Board meeting. If approved, it has immediate effect.**

Have we acted consistently with this item of policy?

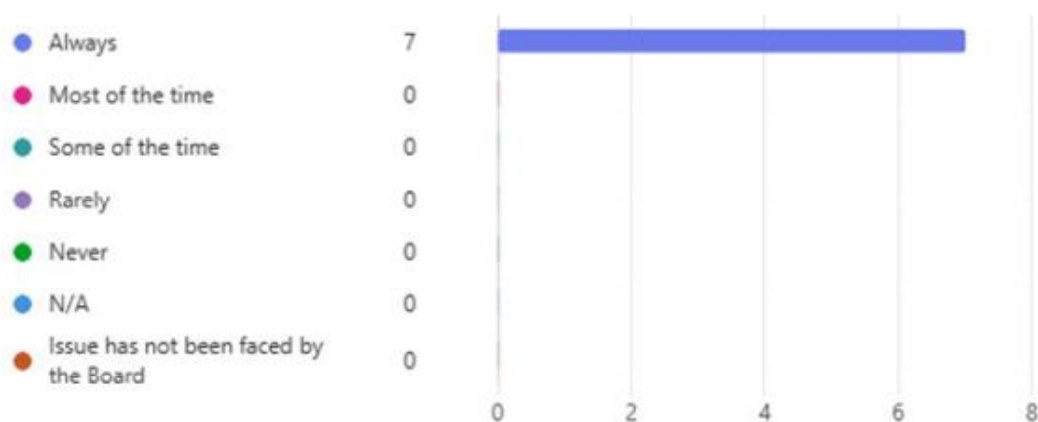


33. Provide specific representative examples to support your above response when applicable.

- “Unless otherwise noted.”

34. **12.0 A motion to adjourn a Board meeting may be offered by any Trustee or, on the conclusion of all business, adjournment of the meeting may be declared by the Board Chair.**

Have we acted consistently with this item of policy?

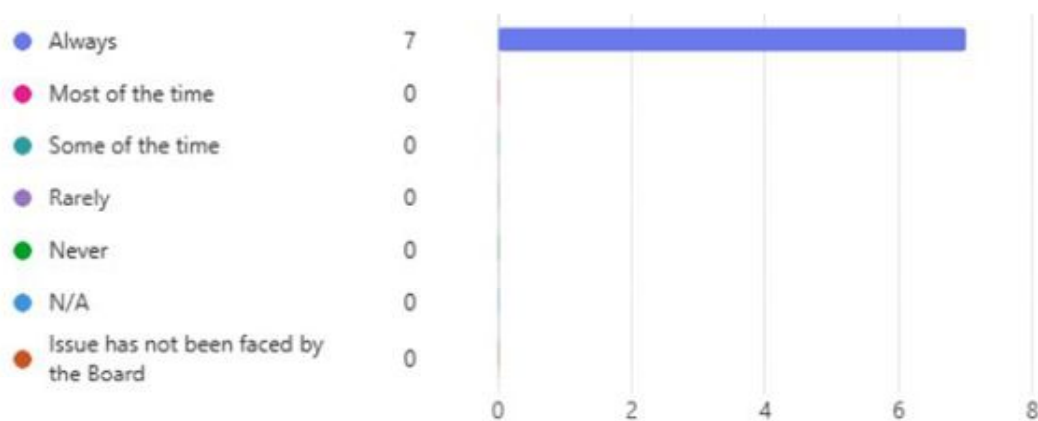


35. Provide specific representative examples to support your above response when applicable.

- N/A

36. **13.0 A Trustee may request to have his or her vote on the record.**

Have we acted consistently with this item of policy?

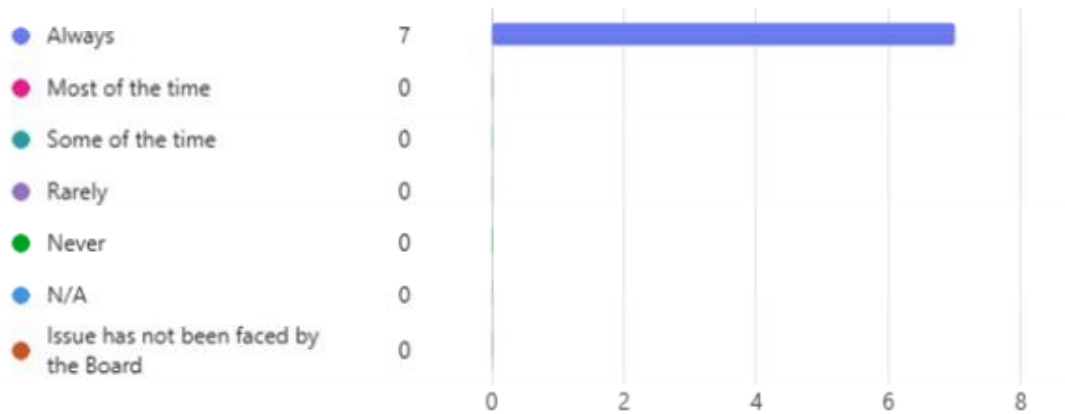


37. Provide specific representative examples to support your above response when applicable.

- *“Every Trustee has the right to have their No Vote explained on the record.”*

38. **14.0** *When further rules of order are to be developed by the Board, the Board will consider Robert's Rules of Order for Small Boards & Assemblies as a resource guide.*

Have we acted consistently with this item of policy?



39. Provide specific representative examples to support your above response when applicable.

- N/A

40. **Other Board Comments:**

- N/A



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

11.0 Monitoring Board Performance

11.2 BCD-02 Accountability of CEO – Board Survey Review

BOARD POLICY: BOARD-CEO DELEGATION: BCD-02 Accountability of CEO

Description:

As part of Policy Governance practice, the Board completes a Self-Evaluation Survey of Governance Process and Board CEO Delegation policies following the month the respective policy is reviewed.

The intention is effort to assist Members in assessing the Board's compliance with Governance Process and Board CEO Delegation policies. The Board Chair will lead discussion at the meeting to consider aggregate responses from members and insights obtained from the compilation, relative to amending the policy in question, as well as points for consideration in future policy development and review.

Enclosed are the results to help guide the board's discussion.

Resource Impact:

None

Requested Board Action:

Review of the results to determine compliance with policy statements and any changes that might be needed.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



Jackson College Board of Trustees

BOARD SELF-MONITORING SURVEY RESULTS:

BCD - 02

Accountability of the CEO

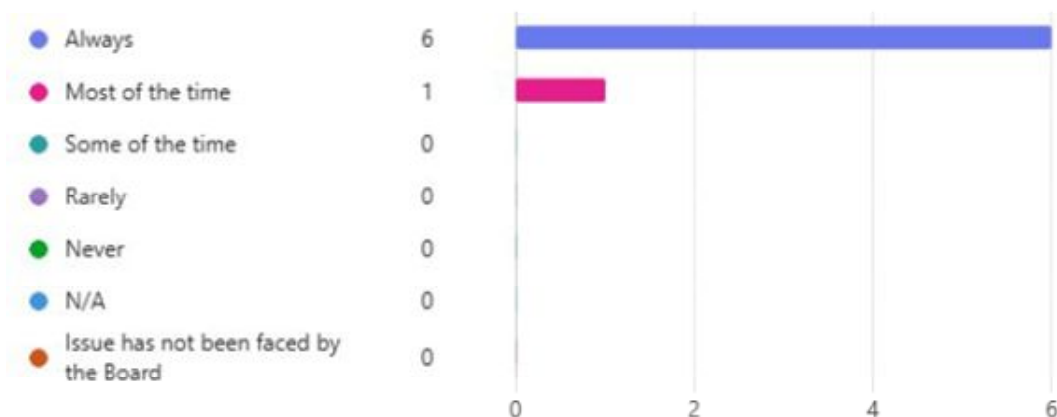
DATE: 01.08.25

1. *Number of Responses: 7*

2. *Policy opening statement:*

The CEO is the Board's only link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, is considered the authority and accountability of the CEO.

Have we acted consistently with this item of policy?

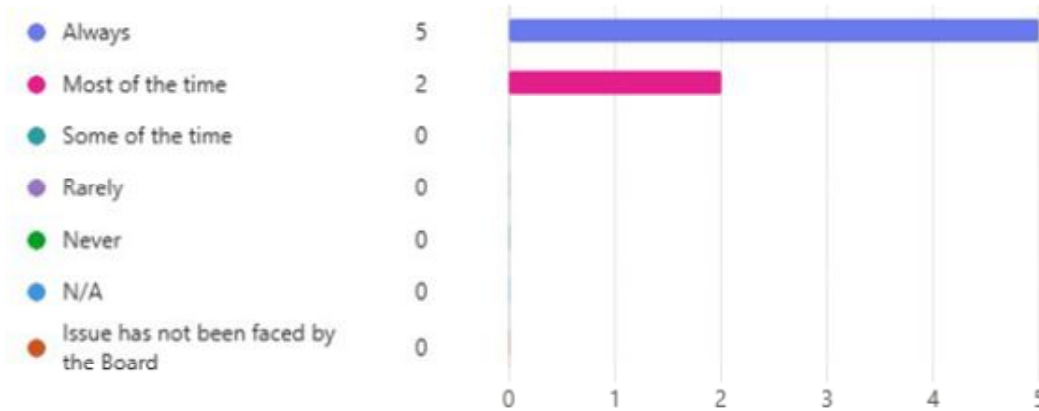


3. Provide specific representative examples to support your above response when applicable.

- N/A

4. *1.0: The Board will never give instructions to persons who report directly or indirectly to the CEO.*

Have we acted consistently with this item of policy?

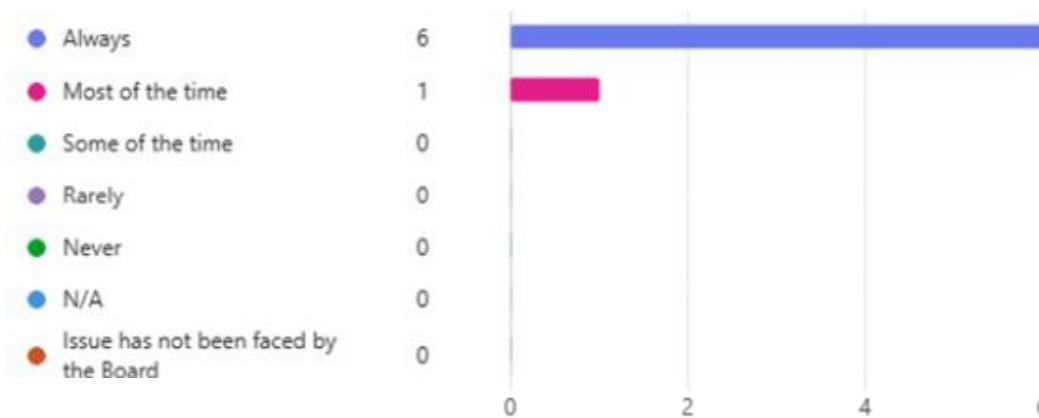


5. Provide specific representative examples to support your above response when applicable.

- N/A

6. ***2.0: The Board will refrain from evaluating, either formally or informally, any staff other than the CEO.***

Have we acted consistently with this item of policy?

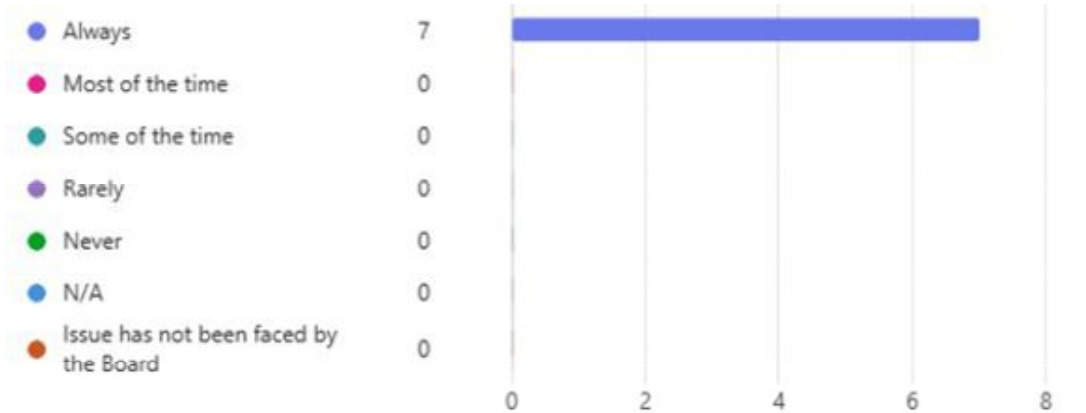


7. Provide specific representative examples to support your above response when applicable.

- N/A

8. *3.0: Since the CEO is accountable for operational achievement, the Board will view CEO performance as identical to organizational performance. Therefore, the CEO's job description is to accomplish a reasonable interpretation of Board-stated Ends and comply with a reasonable interpretation of Executive Limitations.*

Have we acted consistently with this item of policy?



9. Provide specific representative examples to support your above response when applicable.

- N/A

10. Other Board Comments:

- N/A



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

12.0 Information Requested by the Board

12.1 College Feature: Inclusive Excellence (Antoine Breedlove, Director of Inclusive Excellence / Ashley Van Heest, Chief Strategy & Institutional Research Officer)

BOARD POLICY: EXECUTIVE LIMITATIONS: EL-01 Treatment of Learners
 EL-02 Treatment of Staff

Description:

In response to Trustee Simpson's request at the 10.14.24 Regular Board Meeting, Director of Inclusive Excellence, Antoine Breedlove, and Chief Strategy & Institutional Research Officer, Ashley Van Heest, will present the current Inclusive Excellence work of the College.

I will also be offering some related updates on our work and plans going forward.

Resource Impact:

None

Requested Board Action:

Receive Antoine and Ashley's Inclusive Excellence update and ask any questions of them that the Board may have.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



<p align="center">BOARD OF TRUSTEES MEETING Action & Information Report Board Meeting Date: January 13, 2025</p>
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TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

<p>Subject to be Discussed and Policy Reference: <i>ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?</i></p>
<p>12.0 Information Requested by the Board 12.2 2025 Distinguished Service Award Nominations</p> <p><u>BOARD POLICY:</u> EXECUTIVE LIMITATIONS – EL-08 Communication & Support to the Board</p>
<p>Executive Summary:</p> <p>I request any recommendations for the Board’s Distinguished Service Award recipient for consideration for 2025.</p> <p>Enclosed are the criteria for the award, as well as a list of prior year recipients as a reference for you.</p> <p>Additionally, upon retirement of Trustees, they are advanced for automatic recognition for Distinguished Service. Thusly, former Trustee John Crist, who recently left the Board, will be automatically recognized this year.</p> <p>In the event of a Trustee retiree, two Distinguished Service Awards may be given in the same year. Recommendations received thus far for the second award include: Frank Dick (posthumously); Phil Moilanen; Tim Walberg; Ric Walton; and Heidi Washington.</p> <p>I would appreciate the Board’s guidance as to the recipients for 2025.</p>
<p>Resource Impact:</p> <p>None</p>
<p>Requested Board Action:</p> <p>Recommendations of Distinguished Service Award recipient(s) for 2025.</p>
<p>Action Taken:</p> <p>A record of action(s) taken will be indicated in the minutes for this meeting.</p>

Distinguished Service Award

January 9, 2023

The Distinguished Service Award is the highest honorary award made by the Board of Trustees.

In January, board members are asked to consider nominees for the Distinguished Service Award, with the president providing names for deliberation. Final consideration and selection of the Distinguished Service Award recipient will be brought forth for action in March, with the award(s) being made at commencement services.

The criteria for nominations are quite simple and have consistently been worded as follows:

In recognition of **the care and** concern for **the** welfare and educational advancement of the residents of this community **that** has been expressed, in part, through the institution now bearing the name of Jackson Community College, this Certificate of Distinguished Service is awarded to _____ whose name shall always be held in high esteem by the College and the Board of Trustees.

Thus, the award is recognition for service both to the community and to the College.

Once the Board approves the person or persons for the award, send marketing a picture of the recipient, along with biographical information, for the Commencement program. Marketing will print the name on the certificate and return it to the President's Office.

Once the certificate comes back from Marketing, the President's Office reviews the name. Then the certificate is taken to the Director of Purchasing for framing. The Director of Purchasing will need the certificate no later than four weeks prior to Commencement.

AWARD FOR DISTINGUISHED SERVICE**June 13, 1966**

Edward O. Marsh
(Posthumous)

John George (D)
Harold Steele (D)
Justin R. Whiting (D)
Norman E. Leslie (D)
Harvey T. Woodfield (D)
Jay F. Clark (D)
George L. Greenawalt (D)
Harold R. Leslie (D)
Ralph D. McLeary (D)
Frederick A. Probert (D)
J. Sterling Wickwire (D)

June 12, 1967

Ray W. Herrick (D)
Lyle A. Tarrant (D)
W. Keith McNally (D)
Frank J. Dove (D)

June 9, 1969

James P. Graham (D)
Bert H. Walker (D)
Florence Jack Price (D)
Dr. William N. Atkinson (D)
Leona Atkinson (D)

May 10, 1971

Alphonse H. Aymond (D)
Leo J. Brannick (D)
J. Ward Preston (D)
Wilferd P. Rayner (D)
Harry G. Ziegler (D)

May 8, 1972

James N. Folks (D)
Theron B. (Rollo) Sims (D)
William J. Jefferson (D)

March 12, 1973

Elwin T. Ruffner (D)
Louis H. Leggett (D)
Kae Marcoux (D)
Rep. Hal Ziegler (D)

1974

None

April 30, 1975

Yulah Barnes (D)
Charles O. Conrad (D)
William J. Ogden (D)
Louise Riggs (D)

April 28, 1976

Anthony P. Hurst
Dr. William M. Lannik (D)
Arthur T. Dolan (D)

April 29, 1977

Ruth M. Day (D)
Betty L. Giguere/Desbiens
Harold Rosier (D)
Waunetta Rosier (D)

November 23, 1977

Al Cotton (D)

April 27, 1978

Robert E. Snyder (D)
E. Dean Edwards (D)
Richard Cowley (D)

May 2, 1979

J. C. Drake (D)
Marvin Raguse (D)
Hugh D. Federer (D)
Edwin C. Hetherwick (D)

April 30, 1980

John V. Kopplin (D)
Richard C. Deming (D)

1981

Harold Sheffer (D)

1982

None

1983

Maxwell E. Brail (D)

Richard Firestone	(D)	<u>1997</u>	
Donald P. Troyer	(D)	Mark K. Rosenfeld	
<u>1984</u>		<u>1998</u>	
Terry McLaughlin	(D)	Lawrence L. Bullen	(D)
		George Raven	(D)
		Barbara Raven	(D)
<u>1985</u>		<u>1999</u>	
John Selby	(D)	Michael Baughman	(D)
Walter Berlet	(D)	Victor Cuiss	(D)
Myrna Berlet	(D)		
<u>1986</u>		<u>2000</u>	
Anthony Consolino	(D)	Clyde E. LeTarte	(D)
Rep. Michael Griffin	(D)		
<u>1987</u>		<u>2001</u>	
Rep. Phil Hoffman		None	
<u>1988</u>		<u>2002</u>	
M. P. (Pat) Patten	(D)	Rick Davies	
<u>1989</u>		<u>2003</u>	
Betsy W. Dolan	(D)	Bill Sigmand	(D)
John Dabbert	(D)	Jerry Kratz	(Posthumously)
		Fred Slete	
<u>1990</u>		<u>2004</u>	
William Maher	(D)	Georgia Fojtasek	
<u>1991</u>		<u>2005</u>	
Lois Franklin	(D)	John Crist	
Myer Franklin	(D)		
Howard Patch			
<u>1992</u>		<u>2006</u>	
Bernard H. Levy		Dale Smith	(D)
<u>1993</u>		<u>2007</u>	
<u>1994</u>		George Potter	
Betsy W. Dolan	(D)		
<u>1995</u>		<u>2008</u>	
Robert L. Johnson		R. Dale Moretz	
Jacqueline Dulworth (Posthumous)		Charles E. Anderson	
Frank Meyers	(D)		
<u>1996</u>		<u>2009</u>	
Dr. Roderick D. Riggs	(D)	Dennis DaPra	

Tony Dungy
Dr. Harish Rawal

2024
Samuel R. Barnes
Martha Petry

2010
Rep Mike Simpson (Posthumously)

2011
Henry C. Zavislak (D)

2012
Senator Mike Nofs

2013
Representative John Walsh

2014
Karen Dunigan (Posthumously)

2015
Reverend Frank Hampton (D)

2016
Christine Medlar

2017
Karen Hawley
Bart Hawley

2018
Kirk Mercer

2019
Senator Mike Shirkey

2020
Evelyne Jones (D)
Dr. Albert Krieger

2021
Greg O'Connor

2022
Leland Bassett

2023
Dr. Edward Mathein
Ronald L. Douglass

(D) indicates deceased



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:
ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

12.0 Information Requested by the Board

12.3 Next Board Meeting Topics:
 Board Regular Meeting – February 17, 2025

BOARD POLICY: GOVERNANCE PROCESS: GP-03 Board Planning Cycle and Agenda

Description:

This time has been set aside to help the Board anticipate topics for the next Board meeting (Board Regular Meeting on February 17, 2025). Below are currently anticipated topics. Please feel free to offer other agenda items at this point on the agenda.

Board Regular Meeting – February 17, 2025

- Excellence Minute: TBD
- Policy Adoption: EL-13 Use of Artificial Intelligences & Machine Learning
- Policy Review: EL-11 Entrepreneurial Activity
- Policy Review: GP-00 Governance Commitment
- Policy Review: GP-01 Governing Style
- Policy Review: BCD-06 CEO Compensation
- Interpretations Review: EL-11 Entrepreneurial Activity
- Evidence Review: EL-10 Access to Education
- CEO Monitoring Compliance Schedule & Summary
- Board Survey Review: GP-11 Board Linkage with Ownership
- Board Survey Review: GP-14 Handling Operational Complaints
- Board Survey Review: GP-15 Handling Alleged Policy Violations
- Distinguished Service Award Recipient Decision
- Crockett Award Recipient Decision
- Trustee Presenters for Consideration
- FY 2025 Q2 Financial Report
- College Feature: TBD

Requested Board Action:

Review of currently anticipated topics.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANE?

13.0 Self-Evaluation of Governance Process & Board Performance at this Meeting

13.1 Principles of Policy Governance

BOARD POLICY: GOVERNANCE PROCESS: GP-01 Governing Style

Description:

This time has been set aside for the Board, as part of our continuous improvement work in order, to assess the Board's work and commitment towards the Ten Policy Governance principles, as well as its governance practice.

The URL link below will provide an overview of the Policy Governance principles that you can use for determining the effectiveness and efficacy of the Board's work both in terms of this meeting and in general governance practice.

<https://governforimpact.org/resources/principles-of-policy-governance.html>

Resource Impact:

None

Requested Board Action:

Define particular areas for improvement in the governance process.

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANES?

14.0 Meeting Content Review

BOARD POLICY: GOVERNANCE PROCESS: GP-01 Governing Style

Description:

This item on the agenda provides the Board the opportunity to give the Board Chairman and the President feedback on the quality of the content provided during this Board Meeting. We would appreciate receiving suggestions wherein you would like to see changes made to future Board Meetings.

Resource Impact:

None

Requested Board Action:

Consideration of areas for meeting content improvement

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: January 13, 2025

TO: Jackson College Board of Trustees
FROM: Dr. Daniel J. Phelan, President & CEO

Subject to be Discussed and Policy Reference:

ARE WE STAYING IN OUR POLICY GOVERNANCE LANES?

15.0 Adjourn*

BOARD POLICY: GOVERNANCE PROCESS: GP-13 Special Rules of Order

Description:

Board action is required to adjourn the meeting.

Resource Impact:

None

Requested Board Action:

Meeting Adjournment

Action Taken:

A record of action(s) taken will be indicated in the minutes for this meeting.